

and specifications to which I have pled not guilty. Upon announcement of the findings by the military judge, the withdrawn language and/or charges and specifications will be dismissed with prejudice by the convening authority.

c. To the extent, if any, the Commandant of the Coast Guard has, through the Coast Guard Personnel Manual, COMDTINST M1000.6A, provided me a right to a board to determine fitness for continued military service, or to a board to certify the highest grade held upon retirement, I agree to waive my right to these boards, doing so with full understanding of the consequences of waiving such a board, as explained by defense counsel. I understand that any administrative separation will be characterized in accordance with service regulations. I will submit a written waiver to the convening authority, upon request.

d. I agree to make restitution by certified check in the amount of \$10,000, made payable to "United States Treasury" prior to the date of trial. I expressly represent that I will have the economic means to make restitution prior to the date of trial, and understand that my paying restitution to the United States is a material term of this agreement. The certified check will be delivered to the trial counsel at least one day prior to the date of trial. I fully understand that failure on my part to meet this obligation may serve as the basis for the Convening Authority to withdraw from this agreement, rendering it null and void. The Government shall not negotiate said certified check until acceptance of my guilty pleas and the conclusion of my trial on the guilty pleas as set forth in this agreement. In the event this pretrial agreement is declared null and void, said certified check shall be returned by the Government to my defense counsel.

e. I agree to enter into a stipulation of fact, which describes the facts and circumstances surrounding the offenses to which I am pleading guilty. I understand that the failure of the parties to reach a mutually agreed upon stipulation of fact may result in either side withdrawing from this agreement. I further agree not to object to the mutually agreed upon stipulation's admission during the providence inquiry or during the pre-sentencing proceeding.

f. I agree not to request the presence of any witness located outside a 100-mile radius of New Orleans, Louisiana. This provision does not interfere with my ability to present an effective case in extenuation and mitigation. I intend to use alternative means to present this material.

g. I agree, and am fully prepared, to go to trial and offer to go to trial no later than 27 September 2011. I understand that I will not be deemed to have breached this agreement if the judiciary cannot schedule my trial by this specific date.

h. I agree not to object to service record documents, chain-of-custody documents, purchase requests, receipts from vendors, Surfmens Register, Coast Guard Commandant Instructions and Manuals, e-mail, photos and diagrams of my house and the video taken by CGIS during the consent-based search of my house, being offered into evidence in the providence inquiry or sentencing on the basis of hearsay, authenticity, best evidence, or foundation.

i. I agree to waive any motion to dismiss for unreasonable multiplication of charges, pursuant to R.C.M. 907(b)(3). I have not been compelled to waive my right to due process, the right to challenge the jurisdiction of the court-martial, the right to a speedy trial, the right to raise the

administrative discharge board, I agree to waive my right to a hearing before an administrative discharge board, doing so with full understanding of the consequences of waiving such a board, as explained by defense counsel. I understand that any administrative discharge will be characterized in accordance with service regulations, and may be under other than honorable conditions. I will submit a written waiver to the convening authority, upon request.

### **3. Restitution**

I agree to make restitution by cashier's check in the amount of \$5,000.00, made payable to the economic victim of my misconduct, the United States Treasury, prior to the date of trial. I will also submit a cashier's check to the treasury in the amount of \$2,000.00 on or about 15 January 2013, for a total of \$7,000.00. I expressly represent that I will have the economic means to make \$5,000.00 restitution prior to the date of trial, and that I will pay \$2,000.00 on or about 15 January 2013. The cashier's checks will be delivered to the trial counsel at least one day prior to the date of trial, or on or about 15 January 2013. I fully understand that failure on my part to meet this obligation may serve as the basis for the Convening Authority to withdraw from this agreement, rendering it null and void, or may serve as the basis for the Convening Authority to vacate any or all previously suspended portions of my sentence, causing me to have to serve that previously suspended sentence.

### **4. Stipulation of Fact**

I agree to enter into a confessional stipulation of fact in writing that describes all the elements directly, or by reasonable inference that describes the facts and circumstances surrounding the offenses to which I am pleading guilty. I and my counsel do not present any evidence to contest any potential remaining issues on the merits of my case. I also understand that this confessional stipulation will relieve the Government and the Trial Counsel from producing the evidence that may have been required to meet the burden of proving my guilt beyond a reasonable doubt as to these Charges and Specifications and that I may be found guilty of these offenses based solely upon this stipulation and be subjected to the punishments authorized for them. I further agree not to object to the mutually agreed upon stipulation's admission during the providence inquiry or during the pre-sentencing proceeding.

### **5. Witnesses**

I agree not to request the presence of any witnesses off of the Island of Guam at government expense for sentencing. I also agree not to request more than five live witnesses for sentencing. All parties agree to telephonic testimony for sentencing witnesses, provided the expected testimony is both relevant and not cumulative. This provision does not interfere with my ability to present an effective case. I intend to use alternative means to present this material.

### **6. Agreement Not to Object to Evidence Offered**

I and the Government agree not to object to service record documents being offered into evidence on the merits and in sentencing on the basis of hearsay, authenticity, foundation, best evidence or the confrontation clause. I agree not to object to my previously recorded confession