

1st offer

rec'd 3/4/22

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IN THE SUPERIOR COURT OF THE STATE OF ARIZONA

IN AND FOR THE COUNTY OF COCHISE

STATE OF ARIZONA,

CASE NO. CR202100978

Plaintiff,

PLEA AGREEMENT

vs.

BOBBY JO GREEN,

Defendant.

Offer
Open
until

The State of Arizona and the Defendant hereby agree to the following disposition of this case:

PLEA: The Defendant shall plead guilty to:

3/25/22

COUNT 1 OF PLEA AGREEMENT: Domestic Violence/Child Abuse

BOBBY JO ~~JOE~~ GREEN, on or about December 20, 2021, under circumstances other than those likely to produce death or serious physical injury, and while having the care or custody of BG, a child under fifteen years of age, intentionally or knowingly did cause or permit BG's person or health to be injured or did cause or permit BG to be placed in a situation where his's person or health was endangered in violation of A.R.S. §§ 13-3623(B)(1), 13-301, 13-302, 13-303, 13-304, 13-701, 13-702, and 13-801, a class 4 Felony and amended from Count 1 of the Indictment.

The State further alleges that the offense charged in this count is a Domestic Violence offense in violation of A.R.S. §13-3601.

This is a non-dangerous, non-repetitive offense.



1. **SENTENCING RANGE:**

The crime charged in Count 1 of this plea agreement has the following sentencing range.

Mitigated	Minimum	Presumptive	Maximum	Aggravated
1	1.5	2	3	3.75

BC-

2. **MAXIMUM POSSIBLE FINE:**

All Felony Offenses	Class 1 Misdemeanor	Class 2 Misdemeanor	Class 3 Misdemeanor
\$150,000	\$2,500	\$750	\$500

All fines are subject to a 78% surcharge.

BC-

3. **PROBATION: Probation IS available as to Count 1. The term of probation may be up to 4 years.** If granted probation, Defendant can be sentenced to time in the County jail as a condition of probation, and probation will be either standard supervision or intensive probation supervision (IPS). If granted probation, the terms and conditions thereof are subject to modification at any time during the period of probation.

BC-

4. **EXTRADITION:** Defendant agrees to execute a Waiver of Extradition in connection with any probation revocation proceedings required in the event that his violation of any term or condition of probation or community supervision, if probation is granted, results in the filing of a Petition to Revoke such probation. Defendant further agrees to reimburse any law enforcement agency for the expense of bringing him back from any other State, County, or Correctional Facility for any proceeding in connection with this case.

BC-

5. **COMMUNITY SUPERVISION:** If the Defendant is sentenced to prison and the sentence is not a calendar year sentence, the Defendant must serve at least eighty-five percent (85%) of the prison sentence imposed and may serve less pursuant to A.R.S. § 41-1604.07 if he qualifies. For all prison sentences, the Defendant shall also be sentenced to a term of community supervision equal to one-seventh of the prison term to be served consecutively to the actual period of imprisonment. If the Defendant fails to abide by the conditions of community supervision, the Defendant can be required to serve the remaining term of community supervision in prison. Community supervision may be waived in accordance with A.R.S. §13-603(K) based on a consecutive term of probation.

BC-



6. **STATUTORY SENTENCING PROVISIONS AS APPLICABLE:**

A.R.S. § 12-114.01 (Probation: Applies to all offenses)	\$20
A.R.S. § 12-116 (Time Payment Fee: Applies to all offenses)	\$20
A.R.S. § 12-116.04 (Officer Equipment: Applies to all offenses)	\$13
A.R.S. § 12-116.05 (Protected Address: Sex offenses, Stalking or DV)	\$50
A.R.S. § 12-116.06 (Family Offenses: Harassment, Stalking or DV)	\$50
A.R.S. § 12-116.08 (Victim Rights: Applies to all offenses)	\$9
A.R.S. § 12-116.09 (Victim's Rights Enforcement Fund: Applies to all offenses)	\$2

7. **RESTITUTION:** Not applicable. B.G.

8. **DEFERRED JAIL TIME:** If Defendant is sentenced to probation, Defendant shall be incarcerated in the Cochise County jail for a period of thirty (30) days. This period of incarceration will be deferred during any and all periods of time during which Defendant is fully compliant with the terms and conditions of probation. Up to fourteen (14) days at a time of this deferred incarceration may be imposed at any time or times during the term of probation if the Court concludes that Defendant violated any term or condition of probation. Any portion of this deferred incarceration not imposed during the term of probation shall be automatically vacated upon Defendant's successful completion of probation. B.G.

The Court will determine whether Defendant violated a term or condition of probation based upon a verified Petition filed by the Cochise County Adult Probation Department. Defendant will be provided with a copy of any such Petition and will be provided an opportunity to be heard before the deferred incarceration is imposed. Defendant hereby waives any right he/she may have to be represented by an attorney when the Court decides whether to impose this deferred jail time. B.G.

Any violation of probation known to the assigned Adult Probation Officer at the time the deferred incarceration is imposed shall not subsequently be alleged in any Petition to Revoke Probation. B.G.

This deferred incarceration is in addition to jail time served by Defendant prior to sentencing or imposed by the Court at the time of sentencing. B.G.

9. **STIPULATION/RECOMMENDATIONS REGARDING SENTENCE:**

The parties stipulate to the Defendant being sentenced to 4 years supervised probation. The Defendant must fully comply with any Department of Child



1 Safety directives, take parenting courses, take statutorily required domestic
2 violence courses, and participate in family counseling. The State will not allege
ARS 13-703 or 13-705. B.G.

3 10. **STIPULATION REGARDING FINE:** The Defendant shall pay a \$500.00 fine
4 with a 78% surcharge. B.G.

5 11. **STIPULATION REGARDING FAILURE TO APPEAR:** If the Defendant is
6 released from custody prior to Sentencing, and s/he fails to appear, the Court
7 shall disregard the stipulated sentence and shall impose no less than the
8 presumptive term of incarceration for the offense(s) to which the Defendant
9 pleads guilty. **This is not a stipulation that an in-custody defendant will be
released prior to sentencing. If an out-of-custody defendant is required to
be taken into custody at the time of the change of plea hearing pursuant to
Rule 7.2, this is not a stipulation that s/he may remain out of custody.** B.G.

10 12. **PLEA DEADLINE:** This plea expires March 18, 2022. B.G.

11 13. **DISMISSAL OF CHARGES:** The following charges are dismissed or, if not
12 yet filed, shall not be brought against the Defendant: All remaining counts in the
Indictment. B.G.

13 14. **PRE-SENTENCE INTERVIEW:** Defendant waives his right to remain silent
14 during the pre-sentence interview. Defendant will honestly answer all questions
15 from the probation officer, including but not limited to; providing a "Defendant's
16 Version" of the crime and surrounding circumstances, Defendant's history of
17 drug and alcohol use, and Defendant shall participate fully in substance abuse or
18 other screening and testing as requested by the probation officer. The parties
19 agree that if Defendant does not fully participate in the pre-sentence interview as
20 agreed herein, such failure undermines the Court's ability to assess Defendant's
amenability to probation supervision, his potential danger to the community, and
to determine what probation services are necessary to rehabilitate Defendant.
For these reasons, the parties stipulate that if Defendant does not fully participate
in the pre-sentence interview as agreed herein, Defendant shall be sentenced to
a term of imprisonment notwithstanding any other provision of this Plea
Agreement. B.G.

21 15. **PRISON MANDATORY PLEA:** If this is a prison mandatory plea, pursuant
22 to Rule 7.2(c)(b), the Defendant will be taken into custody at the time of the
23 change of plea, whether or not the plea is accepted at that time. If the defendant
is in custody any release conditions shall be revoked at the time. B.G.

24 16. **POSSIBLE COLLATERAL CONSEQUENCE:** If you are not a citizen of
25 the United States, pleading guilty or no contest to a crime may affect your
immigration status. Admitting guilt may result in your deportation even if the
charge is later dismissed. Your plea or admission of guilt could result in your
deportation or removal, could prevent you from ever being able to get legal status



in the United States or could prevent you from becoming a United States citizen. B.G.

17. **AMENDMENT OF CHARGES:** This agreement serves to amend the indictment or information to charge the offense to which the Defendant pleads without the filing of any additional pleading. However, if the plea is rejected by the Court or withdrawn by either party, or if the conviction is subsequently overturned, the original charges and any charges that are dismissed by reason of this plea agreement are automatically reinstated. B.G.

18. **WAIVER OF DEFENSES, MOTIONS, ETC.:** Unless this plea is rejected by the Court or withdrawn by either party, the Defendant hereby waives and gives up any and all motions, defense objections, or requests which he had made or raised, or could assert hereafter, to the Court's entry of judgment against him and imposition of a sentence upon him consistent with this agreement. B.G.

19. **FINDING OF AGGRAVATING OR MITIGATING CIRCUMSTANCE:** By entering into this agreement the Defendant agrees that the Court may find any fact used to impose sentence to be true by a preponderance of the evidence, and that the Court is not bound by the Rules of Evidence in determining what evidence to consider. B.G.

20. **ACCEPTANCE/REJECTION/WITHDRAWAL OF PLEA:** The parties agree that the Court shall accept this plea at the time of Defendant's change of plea. The State's participation in this Plea Agreement is conditioned upon the Court's acceptance of the plea at the change of plea hearing. B.G.

If, after accepting the plea, the Court concludes that the agreement is inappropriate for any reason, the Court may reject the plea. Should the Court reject the plea, the Defendant hereby waives all claims of double jeopardy and all original charges are automatically reinstated. B.G.

If the Court rejects the plea agreement provisions regarding sentencing, both parties shall be given the opportunity to withdraw from this agreement. However, if neither the State nor the Defendant elects to withdraw from the agreement, then any sentence stipulated to is not binding upon the Court, and the Court is bound only by the sentencing limits set forth in the applicable statutes. Should the Court reject this agreement for any reason, or the State or Defendant withdraw from the agreement, the Defendant hereby waives all claims of double jeopardy and all original charges will be automatically reinstated. B.G.

The Defendant understands that by entering this plea, he may withdraw from the plea only if the court finds that withdrawal is necessary to correct a manifest injustice. Should the Defendant withdraw from the agreement, the Defendant hereby waives all claims of double jeopardy and all original charges are automatically reinstated. B.G.



1 The Defendant agrees that should he be charged with or commit a new crime
2 after the entry of the plea, the State may withdraw from the agreement. Should
3 the Defendant be charged with or commit a new crime and the State withdraws
from the plea agreement, the Defendant hereby waives all claims of double
jeopardy and all original charges are automatically reinstated. B.G.

4 For the purposes of this plea agreement, the State does not allege that the
5 Defendant has prior felony convictions. B.G.

6 21. **DISPOSAL OF EVIDENCE:** The Defendant waives notice of disposition of
7 evidence in the possession of any law enforcement agency seized or otherwise
8 obtained for use in this case and any case dismissed according to the terms of
9 this agreement. The Defendant agrees that such evidence may be disposed of.
10 The Defendant further understands and agrees that in the event this case or any
case dismissed according to the terms of this agreement goes to trial the evidence
may not be available and the State will not be required to introduce such
evidence. Nothing in this agreement prohibits either party from photographing,
reproducing, describing, etc. evidence for future use, including trial. B.G.

11
12 22. **FORFEITURE OF PROPERTY:** This plea agreement does not affect in any
13 way any action to forfeit the Defendant's property pursuant to A.R.S. §§13-2314,
14 13-3413 or 32-1993, or under §13-4301 et. seq., including any action that may
be based on facts that gave rise to the indictment, whether such action is presently
pending or filed hereafter. B.G.

15 If a deadly weapon, dangerous instrument or explosive was used, displayed or
16 unlawfully possessed during the commission of any offense charged in the
17 Indictment or Information or contained in this Plea Agreement, Defendant
18 forfeits all ownership interests in the deadly weapon, dangerous instrument or
explosive, and that article shall be sold, destroyed or otherwise properly
disposed. B.G.

19 WAIVER OF RIGHTS

20 I understand that by pleading guilty or no contest in a non-capital case I will
21 waive the right to have the appellate courts review the proceedings by way of direct
22 appeal, and I may seek review only by filing a Petition for Post-Conviction Relief
pursuant to Rule 32 and 33 in this Court and, if denied, a Petition for Review. B.G.

23 I understand that by pleading guilty I will be giving up the following
24 constitutional rights: (a) The right to trial by jury; (b) The right to have a jury
25 determine beyond a reasonable doubt any fact used to impose sentence within the
range set forth above including aggravating circumstances in accordance with A.R.S.
§§13-702.A.B. and C., 13-703, 13-703.E-J, 13-704, 13-708, 13-901.03 and 13-709.03;



1 (c) The right to the assistance of an attorney at trial, and to be appointed an attorney,
2 to be furnished free of charge, if I cannot afford one; (d) The right to confront the
3 witnesses against me and to cross-examine them as to the truthfulness of their
4 testimony; (e) The right to present evidence on my own behalf and to have the State
5 compel witnesses of my choosing to appear and testify; (f) The right to remain silent
6 and to be presumed innocent until proven guilty beyond a reasonable doubt; (g) The
7 right to a direct appeal. B.G.

8 I agree to enter my plea as indicated above on the terms and conditions
9 set forth herein. B.G.

10 I have read and understand the above. I have discussed the case and my
11 constitutional rights with my lawyer. B.G.

12 I have personally and voluntarily signed the signature line below to indicate
13 I read and approved all of the previous paragraphs in this agreement, both individually and
14 as a total agreement.

15 Defendant


16 **BOBBY JO GREEN**

17 Date 3/25/22

18 I have discussed this case with my client in detail and advised him of his
19 constitutional rights and possible defenses. I believe that the plea and disposition set forth
20 herein are appropriate under the facts of this case. I concur in the entry of the plea as
21 indicated above and on the terms and conditions set forth herein.

22 Defense Counsel


23 **Cynthia Brubaker**
24 **Assigned Defense Counsel**

25 Date 3/25/22

I have reviewed this matter and concur that the plea and disposition set forth
herein are appropriate and are in the interests of justice.

Prosecutor


TERISHA DRIGGS, Deputy County Attorney

Date 3/25/22

