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SUPERIOR COURT
OF GUAM

IN THE SUPERIOR COURT OF GUAM

PEOPLE OF GUAM,

v.

JOE SHAWN AGUON
(aka JOESHAWN AGUON),
DOB: 07/07/1993 or 07/09/1993

Defendant.

Criminal Case No. CF0654-21
GPD Report No. 21-32033

DECISION AND ORDER
DENYING DEFENDANT'S MOTION
TO ENFORCE PLEA AGREEMENT

INTRODUCTION

This matter came before the Honorable Alberto C. Lamorena, III on December 2, 2024 for hearing on Joe Shawn Aguon's (aka Joeshawn Aguon's) ("Defendant's") Motion to Enforce Plea Agreement ("Motion"). Assistant Attorney General Jacob Wagner represents the People, and Attorney Terry Timblin represents Defendant. Having duly considered the parties' briefs, oral arguments, and the applicable law, the Court now issues the following Decision and Order and **DENIES** Defendant's Motion.

BACKGROUND

Defendant is indicted on charges of Kidnapping (as a 2nd Degree Felony), Terrorizing (as a 3rd Degree Felony), Family Violence (as a 3rd Degree Felony), and Felonious Restraint (as a 3rd Degree Felony). See Indictment (Dec. 30, 2021). Each charge is accompanied by a Notice: Commission of a Felony While on Felony Release. Id. The charges stem from a purported incident in December 2021, in which Defendant is alleged to have confined his girlfriend in a car and relocated her to his house against her will, all while repeatedly beating her with a closed fist. See Magistrate's Complaint (Dec. 23, 2021).

On October 21, 2024, Defendant filed his Motion to Enforce Plea Agreement, Subject to Court Approval ("Motion"). Defendant claims that he and the People reached a plea agreement on August 19, 2022, over e-mail, whereby he would serve an incarceration term of three (3) years, all but one (1) year suspended. See Motion at 3 (Oct. 21, 2024).

1 On October 21, 2024, the People filed their Opposition to Defendant’s Motion (“Opposition”).
2 The People claim Defendant never entered into a plea agreement on August 19, 2022, and that the e-
3 mails Defendant references contain only preliminary negotiations rather than a formal plea offer that
4 he accepted. See Opposition at 2-3 (Oct. 21, 2024).

5 On October 24, 2024, Defendant filed his Reply to Opposition (“Reply”). Defendant claims
6 he did reach an agreement with the People regarding the length of incarceration, which is enforceable
7 even though other terms of the plea remain unnegotiated. See Reply at 1 (Oct. 24, 2024).

8 The Court held a hearing on December 2, 2024. After hearing the arguments of the parties, the
9 Court took the matter under advisement.

10 **DISCUSSION**

11 **I. No plea agreement was created on August 19, 2022 because the People never gave a**
12 **formal offer, and Defendant never accepted any such offer.**

13 “In the process of determining whether disputed plea agreements have been formed or
14 performed, courts have necessarily drawn on the most relevant body of developed rules and principles
15 of private law, those pertaining to the formation and interpretation of commercial contracts.” See U.S.
16 v. Harvey, 791 F.2d 294, 300 (4th Cir. 1986). “Essential elements of a contract include an *offer*,
17 *acceptance*, and *consideration*.” See Blas v. Cruz, 2009 Guam 12 ¶ 18 (emphasis added). Acceptance
18 must be “unequivocal” and demonstrate the offeree’s “intent to be bound” by the offer. See Mobil
19 Oil Guam, Inc. v. Tendido, 2004 Guam 7 ¶ 34.

20 In his belief that a binding plea agreement was created on August 19, 2022, Defendant points
21 to a series of e-mails between his counsel and the People. See Motion at Exhibits A & B (Oct. 21,
22 2024).

23 Defendant contends the People made an offer on July 8, 2022, when they asked his counsel
24 whether he would “consider” a plea agreement whereby he would serve three (3) years incarceration,
25 all but one (1) year suspended. See Motion at Ex: A, E-mail dated Jul. 8, 2022 at 9:38 AM (Oct. 21,
26 2024).

1 Defendant contends he accepted this offer on August 19, 2022, when his defense counsel
2 replied that he was “pretty sure that he [Defendant] will accept” if CM0245-19 were also covered by
3 the plea. See Motion at Ex: B, E-mail dated Aug. 19, 2022 at 3:52 PM (Oct. 21, 2024).

4 This exchange clearly does not constitute either an offer or acceptance capable of forming a
5 binding contract. The claimed offer was really just a preliminary negotiation. The People never
6 manifested any intent to be bound by that incarceration term, rather they were just gauging the
7 Defendant’s interest in pleading out.

8 Likewise, the Defendant never accepted this term even if it were to be construed as an offer.
9 Defense counsel admitted to “have not yet discussed” the claimed offer with Defendant, and was just
10 speculating whether Defendant would accept. See Motion at Ex: B, E-mail dated Aug. 19, 2022 at
11 3:52 PM (Oct. 21, 2024). Defendant never manifested any intent to be bound by the claimed offer,
12 and it’s not even clear he was aware such an offer existed at the time of his claimed acceptance. As
13 such, no binding contract was formed on August 19, 2022.

14 **II. Even if a plea agreement were reached on August 19, 2022, the People were permitted**
15 **to back out because they did so before the Court accepted the plea and formally executed**
16 **it as binding.**

17 Unlike standard contracts, however, “a plea agreement ... is not simply a contract between
18 two parties. It necessarily implicates the integrity of the criminal justice system and requires the courts
19 to exercise judicial authority in considering the plea agreement and in accepting or rejecting the plea.”
20 See *U.S. v. Novosel*, 481 F.3d 1288, 1292 (internal citations omitted).

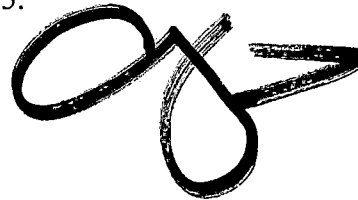
21 “A plea agreement must be accepted by the court before it is binding”. Id. at 1292 (internal
22 citations omitted). Absent detrimental reliance, until the moment at which a plea agreement is
23 executed by the court, parties are free to withdraw their offer or acceptance thereof. Id. at 1292
24 (permitting defendant to withdraw guilty plea “until the moment the court accepted” it); See also
25 *Marby v. Johnson*, 467 U.S. 504, 507 (1984) (holding, where government withdrew more favorable
26 plea bargain which defendant sought to accept, that defendant did not have any right to enforce that
27 specific offer unless it was already accepted by the trial court).

1 Here, the People clearly withdrew any claimed offer before the Court formally accepted it as
2 binding. No formal plea agreement containing the incarceration term was ever prepared or signed by
3 either party or the Court. Because the Court hadn't formally executed the claimed plea agreement, it
4 remains non-binding and the People were free to withdraw their supposed offer.

5 **CONCLUSION**

6 For the reasons stated above, the Court **DENIES** Defendant's Motion. No plea agreement was
7 reached on August 19, 2022, and even if an agreement were reached, the People timely withdrew
8 their plea offer. Therefore, the Court shall not enforce the claimed plea agreement of three (3) years
9 incarceration, all but one (1) year suspended.

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12 **IT IS SO ORDERED** this February 21, 2025.



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16 **HONORABLE ALBERTO C. LAMORENA, III**
17 **Presiding Judge, Superior Court of Guam**

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23 **SERVICE VIA EMAIL**

24 I acknowledge that an electronic
copy of the original was e-mailed to:

25 AG, T. Timblin

26 Date: 2/21/25 Time: 10:31am

27 Antonio A. Cour
28 Deputy Clerk, Superior Court of Guam