

Circuit Court for Baltimore County
Case No.: 03-K-11-003260

UNREPORTED
IN THE APPELLATE COURT
OF MARYLAND*

No. 188

September Term, 2025

KEDRICK MARTESE TURNER

v.

STATE OF MARYLAND

Graeff,
Beachley,
Kenney, James A. III
(Senior Judge, Specially Assigned),

JJ.

PER CURIAM

Filed: September 11, 2025

*This is a per curiam opinion. Under Rule 1-104, the opinion is not precedent within the rule of stare decisis, nor may it be cited as persuasive authority.

On December 5, 2011, Kedrick Martese Turner, appellant, appeared in the Circuit Court for Baltimore County and entered an Alford plea to attempted first-degree murder and use of a handgun in the commission of a felony or crime of violence. On February 10, 2012, the court sentenced him to a total term of seventy-five years, with all but thirty-five years suspended, to be followed by a five-year term of supervision probation. Fourteen years later, Mr. Turner, representing himself, filed a motion to correct an illegal sentence in which he asserted that he had understood that the plea agreement called for a sentencing term of “(20) years to serve with a (35) year cap.” The circuit court denied the motion. Mr. Turner appeals that decision. For the reasons to be discussed, we shall affirm the judgment.

BACKGROUND

Plea Hearing

During the December 5, 2011 plea hearing, the State placed the terms of the parties’ plea agreement on the record. The prosecutor stated that Mr. Turner would enter an *Alford* plea to attempted first-degree murder and use of a handgun in the commission of a crime of violence and the State would nol pros remaining charges. The parties were requesting that the court bind itself to impose a “sentence to serve” of thirty-five years, as had been discussed with the judge in chambers. The sentencing terms were then further explained:

THE COURT: There were different, there were different alternatives to that, but so, are you saying bind myself to thirty-five years straight?

THE STATE: To serve, in addition to the non, and, and I’ll also explain the non-binding portions of the plea, which would be the State’s request, over, **the State’s requested overall sentence would be a life, suspend all but thirty-five year sentence.** The, what is, the defense is free to - -

THE COURT: Okay, I'm with you.

THE STATE: - - argue for, **what the defense is free to argue is for, is any, any sentence, either a straight thirty-five year sentence or something more, suspend all but thirty-five years.** So, in other words, it could be thirty-five years to serve straight and that's it or it could be forty, suspend all but thirty-five, or fifty, suspend all but thirty-five, or seventy-five, suspend all but thirty-five. Obviously, there would be a period of five years of supervised probation also upon release. Overall, Your Honor, that is the sum and substance of the plea agreement. Again, **just so it's abundantly clear, the only, only binding portion of the plea is that the sentence to serve, actual sentence to serve at the Division of Correction, is thirty-five years. Any sentence above and beyond that that is suspended, is the portion that is, essentially, free to argue.** The State is free to argue as well as the defense.

THE COURT: And also with respect to count three [use of a handgun], did you all have an understanding about that?

THE STATE: Yes . . . Essentially, the sentence in that case would just be concurrent. At a minimum, it has to be a five year without parole sentence, because that's the mandatory minimum but pursuant to the plea, it would just be a concurrent sentence and however the, the Court wishes to fashion that, whether it's five years without parole concurrent to the thirty-five years or ten years or whatever it is, concurrent is, is certainly satisfactorily.

THE COURT: All right. [Defense counsel], is that your understanding as well as that of your client?

DEFENSE COUNSEL: The majority, Your Honor. The, the only addition that the defense would raise is that, having discussed this case extensively, and I appreciate the Court's patience and . . . thought provoked input, **believe the, the agreement we had also reached was that the Court was willing to agree to a, a, I believe the Court had said seventy-five, suspend all but thirty-five** as, as for clarification sake. The addition is that the Court is, is willing to hold the Motion [for Modification of Sentence] sub curia pending future events. Other than that, that is the sum and substance, Your Honor.

THE STATE: And in terms of the binding nature, it's, it wasn't my intention and **it wasn't my belief that the Court was binding itself to, ultimately that sentence that is seventy-five, suspend all but thirty-five. It was sort of the Court thinking that that is very likely where the Court will end up. It's still my request that the sentence be a sentence of life, suspend all but thirty-five.**

THE COURT: Well, and we're not there, but I think **what I hear is that however it's fashioned, thirty-five years to serve is really what would be a component of whatever sentence is ultimately given.**

THE STATE: And that's the only binding portion of it, pursuant to the plea, would be that, ultimately, **Your Honor, again, accepting the plea, would have to impose a thirty-five year sentence to serve. Any sentence above and beyond that is the free to argue portion, myself as well as defense.**

THE COURT: I believe that's what my, that's my understanding.

DEFENSE COUNSEL: With, with respect to the binding part, just for my personal clarification, the Court, in the interest of judicial economy, is agreeable to the seventy-five, just for clarification sake?

THE COURT: I'm agreeable to, as I said, I'm inclined to go that way but my understanding is that's really not binding on me.

THE STATE: That's correct.

THE COURT: But, counsel, you're free to remind me of what we discussed. I made, I made a lot of notes on this though, on this case.

DEFENSE COUNSEL: Okay. Very, very good.

(Emphasis added.)

Sentencing Hearing

At the outset of the sentencing hearing, held two months later, the State reiterated the terms of the plea agreement, stating that the court “did agree and bind itself to a sentence to serve of thirty-five years” and the parties were free to argue for any suspended sentence above and beyond that. Defense counsel reminded the court that, in discussions in

chambers “which led to this agreement,” the court “was agreeable to a term of years, suspending all but thirty-five as the cap.” Counsel acknowledged “that portion may not have been binding, however, that was discussed in chambers.” The court did recall that “[i]t was discussed.”

After hearing from character witnesses for Mr. Turner, defense counsel advocated for “a term of years, (inaudible) sixty, suspend all but twenty[.]” After hearing from the victim’s parents, the State urged the court to sentence Mr. Turner to life, suspend all but thirty-five years for the attempted murder conviction. Thereafter, the court sought to confirm the sentencing recommendations made by the parties and the following colloquy occurred:

THE COURT: The, the first degree murder case and, [defense counsel], you’re looking for a period of time, suspend all but - -

DEFENSE COUNSEL: I said twenty, which is (inaudible) guidelines, correct.

THE STATE: Yeah, but and well, and I think Your Honor is clear on it but the, the sentence that the Court bound itself to to serve is thirty-five years.

THE COURT: That’s what my notes reflect that, that’s why I want to make sure when I say it on the record, that that’s what the intent was because I have my notes right here.

THE STATE: Yes.

THE COURT: And that’s exactly what - -

THE STATE: So the issue is a - -

THE COURT: To serve.

THE STATE: Yeah, the, the amount above and beyond that, if any, is, that's what the free to argue portion is.

THE COURT: All right.

DEFENSE COUNSEL: Where are we, I'm confused now. It was my understanding that the binding portion was the cap was thirty-five years.

THE STATE: No, it wasn't a binding cap, it was a binding sentence of thirty-five years to serve, free to argue, and then my recommendation is life, suspend all but a cap - -

THE COURT: I have nothing, [defense counsel], nothing in my notes on this case as to any cap. I have places what the State's looking for in terms of the binding agreement, life, thirty-five years to serve, it's right there on the first page. Binding thirty-five years to serve and then they had handgun charges considered, I just, again, I understand what you said at that time, seventy-five, well, we discussed, seventy-five, suspend all but thirty-five to serve, I mean, that's what my notes say.

DEFENSE COUNSEL: That is correct. That is correct.

As noted, for attempted first-degree murder, the court sentenced Mr. Turner to a term of seventy-five years, suspending all but thirty-five, followed by a five-year term of supervised probation. The court imposed a concurrent term of five years' for the handgun offense.

DISCUSSION

Maryland Rule 4-345(a) provides that a court “may correct an illegal sentence at any time[,]” but the Rule is very narrow in scope and is “limited to those situations in which the illegality inheres in the sentence itself[.]” *Chaney v. State*, 397 Md. 460, 466 (2007). A sentence that exceeds the sentencing terms of a *binding* plea agreement is an inherently illegal sentence subject to correction via a Rule 4-345(a) motion. *Matthews v. State*, 424 Md. 503, 519 (2012). A motion to correct an illegal sentence, however, “is not an

alternative method of obtaining belated appellate review of the proceedings that led to the imposition of judgment and sentence in a criminal case.” *Colvin v. State*, 450 Md. 718, 725 (2016) (quoting *State v. Wilkins*, 393 Md. 269, 273 (2006)). And “only claims sounding in substantive law, not procedural law, may be raised through a Rule 4-345(a) motion.” *Id.* at 728.

Appellate review of the circuit court’s ruling on a motion to correct an illegal sentence is *de novo*. *Bratt v. State*, 468 Md. 481, 494 (2020). Whether the sentence imposed violated the terms of the plea agreement is a question of law which we review *de novo*. *Ray v. State*, 454 Md. 563, 572-73 (2017); *Cuffley v. State*, 416 Md. 568, 581 (2010).

On appeal, Mr. Turner asserts that he had agreed to a sentence for a “term of years, suspending all but thirty-five years as the Cap.” He claims that the sentencing guidelines in this case were twenty to thirty-five years and that he “pled guilty relying upon the sentence between the guidelines[.]” He claims that the sentence imposed—seventy-five years, suspending all but thirty-five years—breached the terms of the plea agreement.

The State maintains that the sentence imposed is legal, claiming that the court had bound itself “*only* to a floor—the executed portion of the sentence—with both sides alike free to argue how much time, if any, would be suspended above 35 years.” The State asserts that a reasonable person in Mr. Turner’s position would have understood the plea agreement bound the court to impose a sentence of thirty-five years to serve, with the parties “free to argue” for more or less suspended time.

Our initial task is to interpret the plea agreement. Generally, we do so by first looking to the plain language of the agreement. *Ray*, 454 Md. at 577. Because there is no

written plea agreement in the record before us (and it does not appear that one was executed), we look to the terms of the plea agreement as placed on the record of *the plea hearing*. *Id.* (Emphasis added.)¹ In doing so, “we must determine what a reasonable lay person in the defendant’s position would understand the agreed-upon sentence to be[.]” *Id.* (citing *Cuffley*, 416 Md. at 582). The test is an objective one. *Matthews*, 424 Md. at 520. Accordingly, “[i]t depends not on what the defendant actually understood the agreement to mean, but rather, on what a reasonable lay person in the defendant’s position and unaware of the niceties of sentencing law would have understood the agreement to mean, based on the record developed at the plea proceeding.” *Id.* (quoting *Cuffley*, 416 Md. at 582) (emphasis omitted).

We agree with the State that the sentencing terms of the plea agreement, as placed on the record of the plea hearing, were clear and unambiguous. The court bound itself to impose a sentence of thirty-five years to serve in the Division of Correction, with the parties free to advocate for additional, or no, suspended time. The State made clear it intended to recommend life, suspend all but thirty-five years, while the defense indicated it was hoping for seventy-five years, suspend all but thirty-five. Based on the record developed at the plea hearing, we hold that a reasonable person in Mr. Turner’s position would have understood that the court had agreed to impose a sentence of thirty-five years to serve in prison and any additional time above the thirty-five years would be left to the court’s

¹ Accordingly, what was said at the sentencing hearing, while it could be illuminating, is not taken into consideration.

discretion but such additional time, if imposed, would be suspended. Because his sentence is legal, the circuit court did not err in denying Mr. Turner’s motion to correct it.

**JUDGMENT OF THE CIRCUIT COURT
FOR BALTIMORE COUNTY AFFIRMED.
COSTS TO BE PAID BY APPELLANT.**