

Circuit Court for Harford County
Case No.: 12-K-92-000980

UNREPORTED

IN THE APPELLATE COURT
OF MARYLAND*

No. 590

September Term, 2025

BILLY JOE BRINEGAR

v.

STATE OF MARYLAND

Reed,
Shaw,
Harrell, Glenn T., Jr.
(Senior Judge, Specially Assigned),

JJ.

PER CURIAM

Filed: December 4, 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.

In 1993, pursuant to a plea agreement with the State, Billy Joe Brinegar, appellant, entered guilty pleas to first-degree murder, kidnapping, robbery with a dangerous weapon, and conspiracy to commit robbery. The sentencing terms of the plea agreement provided that the court would impose a life sentence for the murder, plus 56 years—30 years for kidnapping, six (6) years for conspiracy to rob, and 20 years for robbery—with all sentences run consecutively. The court sentenced Brinegar in accordance with those terms.

In April 2025, Brinegar, representing himself, filed a Rule 4-345(a) motion to correct an illegal sentence in which he claimed that the six-year sentence for conspiracy is illegal because the plea agreement provided that he would be sentenced to nine years, not six, for that offense. He attached an uncertified copy of the plea hearing transcript which reflects that the prosecutor, when informing the court of the terms of the plea agreement, stated that “the Defendant would receive 9 years to serve” on the conspiracy count. The State responded with a certified copy of the plea hearing transcript which recorded the prosecutor stating that “the Defendant would receive 6 years to serve” on the conspiracy count.¹ Moreover, in both Brinegar’s and the State’s copy of the transcript, when Brinegar was examined on the record prior to the court’s acceptance of the plea, it was confirmed that he understood the sentencing terms of the plea agreement. Both transcripts reflect, in pertinent part, the following:

THE COURT: Next is a Conspiracy to Rob, carrying a sentence of 6 years and again, that would be consecutive to the life sentence for murder plus the 20 years for Robbery. Do you understand that?

¹ The State’s copy of the transcript is formatted differently from Brinegar’s, with his copy including four pages of transcript per sheet of paper, but the content—other than the word at issue here—appears identical.

BRINEGAR: Yes, sir.

THE COURT: So, the net result is if this plea is accepted and sentence is imposed pursuant to it, you will be sentenced to life plus 56 years . . . [a]ll consecutive. So that the only relief from that - -. In other words, the only way you could be released would be clemency from the Governor directly or through the Parole Board. Do you understand that?

BRINEGAR: Yes, sir.

The court accepted the plea and sentenced Brinegar to life, plus 56 years (which included six years for conspiracy).

On appeal, Brinegar asserts that the trial court “breached the plea agreement reached in this case, by imposing a sentence below the sentencing term of that agreement.” He also maintains that the circuit court erred in not holding a hearing on his Rule 4-345(a) motion to give him the opportunity to “provide evidence that his set of transcripts were valid[.]”

We are not persuaded that the court breached the sentencing terms of the plea agreement despite what may or may not have been a typo in the transcription of the prosecutor’s initial summary of the sentencing terms in Brinegar’s copy. As set forth above, both copies of the transcript reflect that Brinegar would be sentenced to life plus 56 years, not life plus 59 years. And significantly, when examining Brinegar prior to accepting the plea, the court ensured that he understood the sentencing terms, including what sentence he would receive for each offense and, relevant here, that he would receive “6 years” for conspiracy to rob. Brinegar made no objection when the court in fact imposed a six-year term for conspiracy.

Brinegar's sentence is legal, and the court did not err in denying relief without a hearing.

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