

Circuit Court for Baltimore County
Case No.: 03-K-16-005297

UNREPORTED*

IN THE APPELLATE COURT

OF MARYLAND

No. 980

September Term, 2024

ALAN RICHARD HADDIX

v.

STATE OF MARYLAND

Berger,
Tang,
Eyler, James R.
(Senior Judge, Specially Assigned),

JJ.

Opinion by Berger, J.

Filed: June 10, 2025

* This is an unreported opinion. This opinion may not be cited as precedent within the rule of stare decisis. It may be cited for its persuasive value only if the citation conforms to Rule 1-104(a)(2)(B).

In September 2017, pursuant to a plea agreement with the State, Alan Richard Haddix pleaded guilty to first-degree assault and use of a firearm in the commission of a crime of violence. In January 2018, the court sentenced Haddix to a total term of 30 years' imprisonment. In 2024, Haddix filed, *pro se*, a Maryland Rule 4-345(a) motion in which he argued that his sentence is illegal because it exceeds the sentencing terms of the plea agreement. The court denied the motion, prompting Haddix to note this appeal. For the reasons to be discussed, we shall affirm the judgment of the circuit court.

BACKGROUND

Plea Hearing

Haddix was charged in two cases in the Circuit Court for Baltimore County with first-degree assault and various firearm offenses in one case and witness retaliation in another case. On September 6, 2017, he appeared in court with counsel and the parties informed the court that they reached a plea agreement. The State advised the court that Haddix “is a repeat offender” and it intended to “submit the Repeat Offender Notice,” explaining that “[h]e is a 10-year, with the possibility of parole, repeat offender.”

In exchange for Haddix's guilty plea to first-degree assault and use of a firearm in the commission of a crime of violence, the State would nol pros the remaining charges in both cases and recommend a sentence of 25 years, all but 10 years suspended, and a term of supervised probation upon release, with the special condition that Haddix have no contact with the victims in this case. The prosecutor further related that the defense would be “free to argue” for a sentence, with the understanding that “the 10 is a mandatory minimum, but it is with parole.”

The parties also agreed to delay sentencing until October 26 with Haddix “remaining on his current bail status.” The parties acknowledged, however, that if Haddix were to have any contact with the victims “or fail to appear” for the October 26th sentencing date, the State would be “free to recommend any lawful sentence in the case.”

After an examination of Haddix regarding the rights he would be waiving by pleading guilty and following the proffer of facts in support of the plea, the court concluded that Haddix had entered the plea knowingly and voluntarily. The State then nol prossed the balance of the charges pending against Haddix. The court advised him of his right to withdraw the plea, and the time frame for doing so. The court’s colloquy with Haddix continued:

THE COURT: . . . Mr. Haddix, you understand . . . that the State’s recommendation is 25 years’ incarceration, suspending all but the minimum/mandatory charge of – or, or sentence of 10 years for the first degree assault, as well as a recommendation of 5, no parole? **Should you fail to appear for Disposition - - and I’m not gonna accept any reason. Should you fail to appear for Disposition, the State is no longer bound by that recommendation. It can make any lawful recommendation up to 45 years’ incarceration. Do you understand that?**

HADDIX: Yes, sir.

(Emphasis added.)

Haddix did not move to withdraw his plea, and he failed to appear for sentencing on October 26.

Sentencing

Sentencing was ultimately held on January 22, 2018. The State initially reminded the court of the sentencing terms of the plea agreement and that “[t]he State was making a recommendation of 25 years, suspend all but 10 years.” The prosecutor noted that Haddix “is a repeat offender, so he cannot receive a sentence less than the 10 years, but it is with the possibility of parole.” The prosecutor continued, stating that the State “was recommending a period of supervised probation generally, and that [Haddix] be ordered to have no contact” with the victims “and to stay away from them and their property.” The State further noted that Haddix had failed to appear for the October 26 sentencing date and a no bail bench warrant was issued. Finally, the prosecutor stated that, “pursuant to the plea negotiations,” defense counsel “would be free to argue for any sentence; however, obviously, the Defendant cannot receive less than the 10 years as a repeat offender.” When the court inquired as to the sentencing guidelines, the State replied that the overall guidelines were 14 to 28 years.

Defense counsel concurred with the State’s recitation of the sentencing terms of the plea bargain. Counsel informed the court that Haddix had missed the October 26 sentencing date because he was then incarcerated in Ohio on charges that were later dismissed. He advised the court that Haddix has “a significant drug problem” and that a “8-505 Motion” would be filed “at a later time.” Haddix’s brothers then spoke on Haddix’s behalf. Defense counsel, after acknowledging that the court was “bound” to impose a minimum sentence of 10 years (with the possibility of parole) based on Haddix’s repeat offender status, then urged the court to impose a sentence of 10 years.

The State reminded the court of the facts of this case and that Haddix was on parole when the crimes were committed, and it discussed Haddix's prior criminal record. The State also mentioned his involvement in smuggling Suboxone into the jail while held pending this hearing. And the State reminded the court of the black eyes and "significant bruise" on Haddix's girlfriend's face when she appeared in court recently, injuries the woman said she had incurred when Haddix "had beaten her up and that's why he wasn't able to appear for his own Disposition."

The prosecutor then questioned whether the State's plea agreement with Haddix was still valid given his failure to appear for sentencing on October 26 and his "continuing involvement in criminal activity since" entering the plea. "That aside," the State informed the court that, "at the very least, the 10 is certainly a significant sentence and a sentence that's appropriate for the Defendant to serve."

The following colloquy then occurred:

THE COURT: Well, well, this was not binding, was it?

[THE STATE]: It was not a - -

[DEFENSE COUNSEL]: No.

[THE STATE]: - - binding plea, - -

THE COURT: Okay, I just - -

[THE STATE]: - - Your, Honor.

THE COURT: -- wanna make sure. I'm looking at my notes. It doesn't say that.

[THE STATE]: That's correct. It was not a binding plea.

THE COURT: Okay.

The prosecutor explained that defense counsel had not requested “for it to be a binding plea” because of a future intent to file a Health-General §§ 8-505 and 8-507 request for substance abuse evaluation and treatment and so that the defense could seek “to modify the sentence” without the need for the State’s agreement. The State then asked the court to sentence Haddix “in accordance with the . . . Repeat Offender Notice.”

The court, noting that “the nature of the offense in this case” was “outrageous,” sentenced Haddix to 20 years for first-degree assault and to a consecutive term of 10 years (the first five without parole) for the firearm offense. Haddix did not seek leave to appeal.

Motion to Correct an Illegal Sentence

In May 2024, more than six years after he was sentenced, Haddix filed a *pro se* motion to correct an illegal sentence in which he asserted that his sentence is illegal because “it exceeds the agreed upon plea.” Specifically, he claimed that the “court breached the plea agreement” because it “reneged on its acceptance of the plea agreement by both parties”; the sentence imposed “is greater than what was agreed upon”; and the sentence exceeded the sentencing guidelines. The circuit court denied relief, with the notation: “The plea was not binding on the Court and the sentence imposed was legal.”

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). The interpretation of a plea agreement, including whether any of its terms are ambiguous, and whether the sentence imposed violated the terms of the plea agreement, are questions of law which we review *de novo*. *Ray v. State*, 454 Md. 563, 572-73 (2017); *Cuffley v. State*, 416 Md. 568, 581 (2010).

The Parties’ Contentions

Haddix maintains that the court “accepted the plea agreement of an aggregate sentence of no more than ten-years of executed time.” Citing Maryland Rule 4-243(c), he first asserts that the court “never rejected the plea agreement.” In other words, he appears to claim that the court had agreed to bind itself to a maximum executed term of 10 years’ imprisonment, but if it had not done so, it did not apprise the parties of that fact as required by the Rule.

Haddix also maintains that he had “fulfilled all conditions as he understood them,” that is, that he not contact the victims. He asserts that, only “[a]s an after-thought, the State

added the condition that [he] not fail to appear” for the October 26, 2017 sentencing date. He states that his understanding of that condition “[w]as that [he] could not voluntarily absent himself (i.e., abscond) from the Disposition date.” He claims that he “did his part” by not contacting the victims and on October 26 he “was in jail on bogus charges - - which were later dismissed” and, therefore, his failure to appear was “not within his control[.]”

Haddix also maintains that the State breached the plea agreement “by not pushing for and recommending a sentence which would suspend all but 10 years.” He claims he relied on the State’s promise to recommend such a sentence when entering his plea and that “[t]here were only two agreed upon conditions.” One, that he have no contact with the victims and two, that he “not deliberately abscond from the October 26th Disposition date.” Because he fulfilled those two conditions, he asserts that the plea agreement was breached by the State and, therefore, he is entitled to “specific performance,” that is, “a sentence to which all but 10-years is suspended.”

The State responds first that Haddix’s sentence is legal as the State’s sentencing recommendation was not binding on the court. Rather, the State maintains that the agreement “required the State to recommend a certain sentence” unless Haddix violated either of the two stated conditions. The plea agreement, according to the State, “did not require [the court] to adopt the State’s sentencing recommendation, nor did the judge state that he was binding himself to it.” Although acknowledging that the court did not advise Haddix that it was not bound by any sentencing recommendation, as required by Maryland

Rule 4-243(b), the State asserts that “non-compliance with the procedural requirements of [the Rule], standing alone, does not create a substantively illegal sentence.”¹

The State maintains that “[i]t was clear that the judge would retain discretion at sentencing” as illustrated by the fact that the defense was free to make its own recommendation for whatever sentence it deemed appropriate (although constrained by the ten-year mandatory minimum), and the court told Haddix his “‘potential exposure is a total of 45 years’ incarceration,’ without promising that his plea would limit that ‘potential exposure.’” The State, therefore, maintains that a reasonable person in Haddix’s position would not have understood that the court had bound itself to a maximum sentence of 10 years’ active incarceration.

The State further asserts that, assuming the State breached the plea agreement by, in Haddix’s words, “not pushing for and recommending a sentence which would suspend all but 10 years[,]” that does not equate to “a cognizable illegal-sentence claim.” According to the State, “the propriety of the State’s sentencing recommendation does not bear on whether Haddix’s sentence itself” is inherently illegal and thus subject to correction

¹ Maryland Rule 4-243(b) provides, in part:

The court shall advise the defendant at or before the time the State’s Attorney makes a recommendation that the court is not bound by the recommendation, that it may impose the maximum penalties provided by law for the offense to which the defendant pleads guilty, and that imposition of a penalty more severe than the one recommended by the State’s Attorney will not be grounds for withdrawal of the plea.

pursuant to Maryland Rule 4-345(a). The State, therefore, maintains that any argument that the State breached the plea agreement “is not properly before this Court here.”

Analysis

In Maryland, a “defendant may enter into an agreement with the State’s Attorney for a plea of guilty . . . on any proper condition,” including that “the State’s Attorney will recommend, not oppose, or make no comment to the court with respect to a particular sentence, disposition, or other judicial action[.]” Md. Rule 4-243(a)(1)(E). In this instance, the plea agreement does not require the court’s approval and the State’s sentencing “recommendation” is not binding on the court. The court, however, shall advise the defendant that the State’s recommendation is not binding on the court and that it may impose the maximum penalties provided by law for the offense to which the defendant pleads guilty. Md. Rule 4-243(b).

Another type of plea bargain is where the parties “submit a plea agreement proposing a particular sentence, disposition, or other judicial action to a judge for consideration[.]” Md. Rule 4-243(a)(1)(F). In this instance, if the court approves the agreement, “the judge shall embody in the judgment the agreed sentence, disposition, or other judicial action encompassed in the agreement[.]” Md. Rule 4-243(c)(3). In other words, if the court approves the agreement, the agreed upon sentence or disposition is binding on the court. If the court rejects the plea agreement, the judge must inform the parties of that fact. Md. Rule 4-243(c)(4).

Here, as noted, Haddix maintains that his plea agreement was for a particular sentence (no more than 10 years of executed time) and was binding on the court. If Haddix

is correct, his sentence would be illegal because the harshest sentence allowable by the plea agreement -- 25 years, all but 10 years suspended, to be followed by a term of supervised probation -- would be the maximum allowable by law. *See Dotson v. State*, 321 Md. 515, 524 (1991) (Where a court binds itself to impose a particular sentence, the agreed upon length of the sentence becomes the “maximum permissible sentence” and a sentence imposed beyond that maximum is illegal.) The State, however, asserts that it was a non-binding agreement obliging the State to *recommend* a particular sentence if the two stated conditions were met, but the court was nonetheless free to impose any sentence not exceeding the statutory maximum.

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.* 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).

The State in this case informed the court that, pursuant to “plea negotiations,” Haddix would plead guilty to one count of first-degree assault and use of a handgun in the commission of a crime of violence in case number K-16-5297. Upon acceptance of the guilty plea, the State would nol pros the remaining charges in this case and all the charges in case number K-16-5267. The prosecutor continued:

[THE PROSECUTOR]: The Defendant is a repeat offender. I intend to submit the Repeat Offender Notice. He is a 10-year, with the possibility of parole, repeat offender. **I would be recommending a sentence of 25 years, suspend all but 10 years,** to serve in the Division of Corrections. I will be recommending a period of supervised probation up to the Court upon his release. The only special condition that I’m requesting is that the Defendant be ordered to have absolutely no contact with [the victims].

Counsel is free to argue with regard to that case; however, the 10 is a mandatory minimum, but it is with parole.

Counsel ah, indicated that his client would like to file an 8-505. I really don’t think that I can oppose the filing of an 8-505. That is obviously up to the Court in order to order that evaluation. **What we agreed to is a delayed disposition.** The Defendant and – well, both Defendants had a premature child recently born. It’s my understanding that the child is expected to be released, sometime after October the 20th, from the hospital. We discussed, if the - - if it’s available with the Court’s calendar, **October the 26th for Disposition and I have agreed to the Defendant remaining on his current bail status. Again, the only thing that I am specifically requesting is that he be ordered to have no contact with [the victims].** And that’s the sum and substance of the plea negotiation with regard to State of Maryland versus Alan Haddix, K-16-5297 and K-16-5267.

THE COURT: Okay.

[DEFENSE COUNSEL]: Your Honor, **that is my complete understanding, is my client's understanding as well as to ah, both of the cases.** The State is correct with regards to our request, which was agreed upon for the delayed disposition. Your Honor, I was just informed with regards to my client requesting for the 8-505, so I would be submitting the appropriate paperwork with the Court as soon as we were done here today.

(Emphasis added.)

The court then directed the courtroom clerk to set disposition for October 26. The prosecutor then stated the following:

[THE PROSECUTOR]: Your Honor, - - and honestly, **if the Defendant should have contact with [the victim] or fail to appear for the Disposition date, then I will be free to recommend any lawful sentence in the case.**

THE COURT: Understood.

[DEFENSE COUNSEL]: I understand that as well[.]

(Emphasis added.)

Haddix was 24 years old at the time of the plea and had earned an associate's degree. In the examination of Haddix prior to the court's acceptance of the plea, Haddix confirmed that he and defense counsel had "spoken about this case numerous times" and that he understood the rights he would be waiving by pleading guilty and the elements the State would need to prove in order to convict him of the offenses. He also confirmed that he was entering the plea freely and voluntarily. The examination continued:

[DEFENSE COUNSEL]: In addition, by pleading guilty normally, if you had a trial you would have basically, (inaudible) a right to appeal to the Court of Special Appeals. Here, by pleading guilty, you're limited to basically four rights, okay? . . . The first is jurisdiction of this Court. This event happened in Baltimore County and you're over the age of 18. So, the Court has jurisdiction. **The second would be illegal sentence. In this case, the maximum for first degree assault is 25 years and the maximum - - the um, gun charge is 5, without parole, okay? If the Judge granted - - consecutively, gave you more - gave you 31 years, that would be an illegal sentence?**

HADDIX: Yes, sir.

[DEFENSE COUNSEL]: You understand that?

HADDIX: Yes, sir.

THE COURT: Um, I wanna make sure of something. Ah, the - - he's charged - - we're proceeding with first degree assault?

[DEFENSE COUNSEL]: Yes.

THE COURT: And the firearm violation, is that correct?

[THE PROSECUTOR]: Yes, sir.

[DEFENSE COUNSEL]: Yes, sir.

THE COURT: That's a four - **a total of 45 years potential maximum, not 30.**

[DEFENSE COUNSEL]: Oh. (Inaudible) - -

[THE PROSECUTOR]: Correct.

[DEFENSE COUNSEL]: - - (inaudible).

THE COURT: Isn't that correct?

[THE PROSECUTOR]: Correct.

THE COURT: 25 for the first degree. I'm just telling him what - - he just needs to understand what - - **you said 30 years and that's incorrect**, - -

[DEFENSE COUNSEL]: (inaudible).

THE COURT: - - so he needs to understand - - sir, you just, when the Court considers a guilty plea, one of the things that the Court must ensure is that the Defendant enters it freely and voluntarily. Part of that is, **you have to understand what the maximum sentence is. It doesn't mean that you're gonna get it, but you have to know what it is so you can make a reasoned decision.** The maximum sentence for first degree assault, based on what I suspect are the facts gonna be in this case, is gonna be 25 years. The maximum sentence for which ah, you can receive on the firearms' charge is 20 years. Now [defense counsel] was right. **The Court must impose a minimum/mandatory of 5 years without parole. That can be consecutive or concurrent. But your exposure - - your potential exposure is a total of 45 years' incarceration. Do you understand that?**

HADDIX: Yes, sir.

THE COURT: **You have any questions about that?**

HADDIX: No, sir.

(Emphasis added.)

Based on this record, we hold that a reasonable person in Haddix's position would have understood that the State had agreed to *recommend* a sentence of 25 years, all but 10 years suspended, and a period of supervised probation that would include the special condition that he have no contact with the victims in this case. The defense was "free to argue" for a sentence it deemed appropriate, with the understanding that, because he was a repeat offender, the sentence could not be less than 10 years.

There is nothing on this record to suggest that the parties asked the court to *bind* itself to a maximum of 10 years' active or executed time and the judge said nothing to imply that he had agreed to do so. In fact, as illustrated above, the court corrected defense counsel when counsel inaccurately informed Haddix what would constitute an illegal sentence in this case. The court emphasized with Haddix that, although "[i]t doesn't mean you're go[ing] to get it," he needed to "understand" the "maximum sentence" for each offense "so you can make a reasoned decision." The court then ensured that Haddix understood that first-degree assault carried a maximum 25 years' incarceration and the firearm offense 20 years (with a mandatory minimum of five years without parole) and that the sentences could be run consecutively, which meant that he was facing a "potential exposure" of "a total of 45 years' incarceration." Haddix confirmed that he understood those facts. When the court then asked if he had any questions about it, Haddix replied, no.

Although it is true that the court failed to explicitly advise Haddix that the State's sentencing recommendation was not binding on the court as required by Rule 4-243(b),² we agree with the State that the court's failure to do so was a procedural error which, standing alone, did not render the sentence imposed inherently illegal in this instance. *See Tshiwala v. State*, 424 Md. 612, 619 (2012) ("[W]here the sentence imposed is not inherently illegal, and where the matter complained of is a procedural error, the complaint does not concern an illegal sentence for purposes of Rule 4-345(a)."); *Wilkins*, 393 Md. at 284 ("[A]ny illegality must inhere in the sentence, not in the judge's actions. In defining

² See footnote 1, *supra*.

an illegal sentence the focus is not on whether the judge’s ‘actions’ are *per se* illegal but whether the sentence itself is illegal.”). Moreover, by correcting defense counsel as to what would constitute an illegal sentence in this case and advising Haddix of the statutory maximum sentences for these offenses, which meant that his “potential exposure is a total of 45 years’ incarceration” -- something the court advised he needed “to understand” so that he could make a “reasoned decision” about pleading guilty -- the court, at least implicitly, conveyed to him that it was not bound by the State’s sentencing recommendation. A reasonable person in Haddix’s position would not have understood otherwise.³

Finally, we agree with the State that, if the State had breached the terms of the plea agreement by failing to advocate as strongly as Haddix wished for a maximum 10 years of incarcerated time, any such breach would not render his sentence inherently illegal subject to correct pursuant to Maryland Rule 4-345(a). Assuming, without deciding, that it would constitute grounds to withdraw the plea, the time to do that is long past and a Maryland Rule 4-345(a) motion “is not an alternate method of obtaining belated appellate review of the proceedings that led to the imposition of judgment and sentence in a criminal case.” *Colvin*, 450 Md. at 725 (quotation marks and citation omitted).

³ Haddix’s reliance on *Solorzano v. State*, 397 Md. 661 (2007) is misplaced. In that case, the trial court “made statements from which the defendant could reasonably have believed a commitment had been made to impose a sentencing” within the sentencing guidelines. *Id.* at 658-69. Here, the court did not expressly or implicitly make any statements that could reasonably indicate that it had agreed to impose the sentence that the State had agreed to recommend or a sentence within the guidelines.

Because we hold that the terms of the plea agreement as placed on the record of the plea hearing were unambiguous, the circuit court did not err in denying Haddix's motion to correct an illegal sentence. In short, his sentence is legal.

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