Circuit Court for Howard County
Case No. 13-K-98-036147

UNREPORTED*

IN THE APPELLATE COURT

OF MARYLAND

No. 1158

September Term, 2024

DANIEL LAMONT JOHNSON

v.

STATE OF MARYLAND

Berger,
Ripken,
Raker, Irma S.
(Senior Judge, Specially Assigned),

Opinion by Raker, J.

Filed: December 30, 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 January 1998, in the Circuit Court for Howard County, appellant, Daniel Lamont Johnson, pled guilty to two counts of attempted first-degree murder, one count of armed robbery, and one count of first-degree burglary. In this pro se appeal, appellant maintains that the court imposed an illegal sentence.

Finding that appellant's sentence was legal, we shall affirm.

I.

In January 1998, the Grand Jury in the Circuit Court for Howard County indicted appellant on twenty-three counts related to the break in and robbery of a home located in Howard County, Maryland. At approximately the same time, in 1998, appellant was convicted in the United Stated District Court for the District of Maryland for the offenses related to the same incident.[1] On January 27, 2000, in the Circuit Court for Howard County, appellant pled guilty to two counts of attempted first degree murder, one count of first-degree burglary, and one count of armed robbery, arising from the same event as the federal charges. The State entered a *nolle prosequi* to the remaining charges. The Circuit Court for Howard County imposed an aggregate sentence of sixty years' incarceration, commencing

[1] In federal court, appellant was referred to as Daniel Spence. In *United States v. Jackson*, 1999 WL 454567 (4th Cir. 1999), the United States Court of Appeals for the Fourth Circuit affirmed the conviction of Daniel Lamont Johnson, also referred to as Daniel Spence, regarding offenses related the robbery and break-in to the Howard County home in 1997, the same incident as this Maryland case. The details of the crime, which the court enumerated, are not relevant here. Appellant was sentenced to 59 years and 5 months' federal incarceration. In January 1998, appellant was indicted by the Grand Jury in Howard County. On January 27, 2000, appellant entered into a plea agreement, the details of which are at issue here.

December 16, 1997, the day his federal sentence began, and to run "concurrently" with the federal sentence:

> "Having found you guilty on a plea of guilt to Count One, it's the judgement and sentence of this Court that you be sentenced to the jurisdiction of the Division of Correction for a term of thirty years. This sentence will commence as of December 16, 1997 and *run concurrently with the sentence that you are presently serving*. Having been convicted of Count Two with a plea of guilt to Count Two, it is the judgement and sentence of this Court that you be sentenced to the jurisdiction of the Division of Correction for a term of thirty years. That sentence will run consecutive to the sentence imposed upon you in Count One of this case. Having been found guilty in Counts Eight and Twenty-one, it's the judgement and sentence of this Court that you be sentenced in each of those Counts to a sentence of twenty years to the jurisdiction of the Division of Corrections. Those sentences will run concurrently with each other and concurrently with the sentences imposed in Counts One and Two."

On September 22, 2000, at the parties' request, the circuit court vacated the sentence to enable appellant to be taken into federal custody, and on March 22, 2001, and at the request of the parties, the circuit court reimposed the same previously imposed sentence.

Years have passed, appellant has served his sentence in a federal correction facility, and the federal court reconsidered his sentence and reduced his sentence to 368 months and then to time served. Based upon a detainer lodged by the State of Maryland, appellant was transferred to a Maryland correctional facility to serve the remainer of his Maryland sentence. The issue he raises before this Court in this appeal is that his Maryland sentence is illegal because he understood his sentence was to be "coterminous" with his federal sentence, and that this Maryland sentence was to begin *and to end* when the federal sentence ended.

Appellant states in his brief before this Court, although it is not on the record at his guilty plea hearing, that his attorney in the federal case told him he would receive federal sentence reductions. Appellant states that he told his attorney in the State prosecution that he "would not accept a plea that would obstruct or keep the appellant incarcerated in the event of a federal re-sentencing." Appellant asserts in his brief that on January 27, 2000, prior to the plea hearing, he had an off-the-record conversation with his attorney in which his attorney told him he would receive a sixty-year sentence "to run 'CONCURRENT' and be 'COTERMINOUS' to the federal sentence. If the appellant is re-sentenced federally, the state sentence would stay 'COTERMINOUS' to the federal sentence." (emphasis in original).

At the plea hearing, on January 27, 2000, defense counsel told the plea court the following terms of the plea agreement:

> "Mr. Johnson will enter a plea of guilty to Count One of the charging document [attempted first-degree murder], Count Two of the charging document [attempted first-degree], Count Eight [armed robbery] and Count Twenty-one [first degree burglary]. Should the Court accept Mr. Johnson's guilty pleas to those several counts the State will enter nolle prosequi as to the remaining counts and the State will then recommend that Mr. Johnson receive a sentence of sixty years dating from December, 16, 1997.
>
> . . . Running concurrently with a sixty year sentence that he is serving, imposed by the U. S. District Court in Baltimore, dating from the same date. So it would be concurrent and co-terminus as to that sentence.
>
> . . . I believe what the State is suggesting is, as to Count One, Mr. Johnson receive a sentence of thirty years. As to Count Two, a sentence of thirty years running consecutive to Count One. And then as to Count Eight and Count Twenty-one, those counts be imposed to run concurrently to Counts One and Two."

The court informed defense counsel: "If for some reason I can't make that disposition, I permit him to withdraw his plea." After listening to the prosecutor's factual proffer, the court accepted appellant's guilty plea to Counts One, Two, Eight, and Twenty-One. Defense counsel requested as follows:

> "Your Honor, I would request that the sentence that has been submitted to you, Your Honor, be the sentence Your Honor imposes. I can represent to the Court that Mr. Johnson was convicted in U.S. District Court in Baltimore of offenses arising out of these facts. And he is serving a sixty year sentence which dates from December 16, 1997. *I would request that Your Honor impose a sixty year sentence running concurrently to that sentence dating from December 16, 1997."*
>
> The Court sentenced appellant to sixty years' incarceration, stating as follows:
>
> "Having found you guilty on a plea of guilt to Count One, it's the judgement [sic] and sentence of this Court that you be sentenced to the jurisdiction of the Division of Correction for a term of thirty years. This sentence will commence as of December 16, 1997 and run concurrently with the sentence that you are presently serving. Having been convicted of Count Two with a plea of guilt to Count Two, it is the judgement and sentence of this Court that you be sentenced to the jurisdiction of the Division of Correction for a term of thirty years. That sentence will run consecutive to the sentence imposed upon you in Count One of this case. Having been found guilty in Counts Eight and Twenty-one, it's the judgement and sentence of this Court that you be sentenced in each of those Counts to a sentence of twenty years to the jurisdiction of the Division of Correction. Those sentences will run concurrently with each other and concurrently with the sentences imposed in Counts One and Two."

Notably, there is no mention of the word "coterminous," only consecutive.

In February 2000, appellant, in proper person, sent a letter to the circuit court asserting that he pled guilty and that his sixty-year sentence will run coterminous with his federal sentence of sixty years. He stated that his processing in the state system "violate[d] the plea agreement" and he asked to be transferred to the federal system. In March 2000,

defense counsel filed a motion for a modification of his sentence, stating that "the effect of the sentence imposed was not the intended result of the State or the Defense."

On September 22, 2000, at a hearing on the motion, the parties requested the circuit court vacate the judgment and defer sentencing for sixty days. Defense counsel explained that, according to the plea agreement, appellant was to serve his sentence in a federal institution, but the federal authorities would not take appellant into custody until he had served his state sentence. The parties requested the circuit court vacate the state sentence so that appellant could be taken into federal custody, and that once appellant was in federal custody, the circuit court could reimpose the previous sentence:

> "[DEFENSE COUNSEL]: . . . [A]fter speaking with the State . . . we've arrived at an agreement that we would present to the Court jointly. And the agreement is this, that Your Honor strike the sentence that the Court imposed back on January 27th of this year, and defer sentencing for sixty days. And release Mr. Johnson on an unsecured bond. Now the reason we are suggesting that is as follows. The agreement is and the agreement was at the time that sentence was imposed on Mr. Johnson, was that he was to, he was to serve his sentence in a federal institution. If the Court recalls, Mr. Johnson had earlier received a sixty year sentence in federal court from facts, based on charges stemming from facts arising out of these charges also.
>
> It was our understanding and it was clear to me that upon Your Honor's sentencing Mr. Johnson, that the U.S. Government would take custody of him and he would serve his sentence in federal custody. That has not come about. So in order for Mr. Johnson to receive the benefit of his bargain which was part of the bargain that, that the State acknowledges, is that we request that Your Honor strike the sentence, release Mr. Johnson on an unsecured bond. There is a federal detainer on him. *He will then be taken into federal custody and then once he is in federal custody the Court could then impose the sentence that Your Honor had previously imposed.*
>
> Is that correct [prosecutor]?

> [PROSECUTOR]: *Your Honor, if I could follow up. The, the, the intention of the parties was that this sentence be concurrent with the federal sentence.*
>
> THE COURT: And I imposed a sixty year sentence. . .
>
> [PROSECUTOR]: Yes Your Honor.
>
> [DEFENSE COUNSEL]: That's correct.
>
> [PROSECUTOR]: The way it is now that will be impossible because the federal government will not take custody until this Defendant has served his state sentence, which would result in a consecutive sentence which was not in all fairness to the Defendant the intent of the parties. The only way we feel that we can accomplish the original agreement, Your Honor, is to get the Defendant in federal custody. And then we could, then we will go back to, to secure our original agreement."

The court granted the motion to modify, vacated appellant's sentence, and scheduled a new proceeding where the parties would make "a joint request to reimpose the original sentence imposed by this Court."

On March 22, 2001, the circuit court, the same judge, presided over the resentencing hearing.

> "[PROSECUTOR]: . . . The Court accepted [Johnson's] tendered pleas, the State nolle prossed the remaining counts and the Defendant was sentenced to a total of sixty years' incarceration *to be served concurrently* with any sentence currently being served [that was imposed] by the federal government. . . .
>
> THE COURT: The parties didn't envision that I would impose any particular sentence, did they?
>
> [PROSECUTOR]: Sixty years concurrent.
>
> [DEFENSE COUNSEL]: Sixty years concurrent. […]
>
> THE COURT: He is now serving a federal sentence?

> [DEFENSE COUNSEL]: He is now serving a sixty year sentence federally, Your Honor, and *what was contemplated in our agreement as [prosecutor] said, was that this sentence would run concurrently and be coterminous with the federal sentence. And it would begin as, pursuant to our agreement as of December the 16th, 1997.*
>
> [PROSECUTOR]: That is correct, Your Honor.
>
> THE COURT: So, so the request of counsel is that I, I've since vacated the sentence at your request, *that I impose the same sentences that I imposed previously but make them commence as of . . . December 16th of '97 . . .*
>
> THE COURT: . . . but there now is a sentence to run concurrent with.
>
> [PROSECUTOR]: Yes.
>
> [DEFENSE COUNSEL]: *That's correct. Your Honor.*
>
> [PROSECUTOR]: Just to reimpose the exact same sentence."

The court reimposed the aggregate sixty-year sentence, to begin on December 16, 1997, and to run concurrent with the federal sentence. On November 2, 2023, appellant's federal sentence, which had been reduced previously, was further reduced to time served, effective February 1, 2024.

On March 27, 2024, appellant filed a document captioned "Post Conviction," in which he asserted that he told his defense counsel that he would not accept a state plea "that would obstruct or keep him incarcerated in the event of a federal re-sentencing." He argued that his defense counsel and the prosecutor "decided to honor [his] request by submitting to the court a 'CONCURRENT' and 'CO-TERMINOUS' sentence." (emphasis in original). Appellant asserted that the circuit court erred by imposing a concurrent but not coterminous sentence, which made his state sentence a violation of the plea agreement and

illegal. He cited Maryland Rule 4-345(a). He asked the court to "impose the same submitted sentence of concurrent and coterminous to the federal sentence which is officially 'TERMINATED' and being in agreement to the plea—the 'TERMINATION' of the state sentence (sic)" and release him to his federal parole (emphasis in original).

In the State's response, filed April 8, 2024, it treated appellant's filing as a motion to reopen postconviction proceedings and argued the request should be denied for procedural reasons and, in a footnote, it should also be denied on the merits. On April 11, 2024, appellant filed an "Amended Petition" in which he stated he was correcting his "Petition of Post Conviction" to a "CORRECTION OF SENTENCE"

The State responded on April 14, 2024, arguing appellant "unambiguously agreed to a 60-year sentence" that started on the same day and ran concurrent to a sixty-year federal sentence. It argued that defense counsel's use of the word "coterminous" only meant that "the parties intended both 60-year sentences to run precisely concurrent to one another," not that the state sentence had to be reduced in the event of a federal sentence reduction.

In appellant's reply, filed on April 22, 2024, he argued that the ordinary meaning of the term coterminous would require his federal and state sentences to end at the same time.

On May 3, 2024, the circuit court denied appellant's "post-conviction" petition on procedural grounds and found that "it is not in the interests of justice to reopen postconviction proceedings[.]" In a separate order on the same day, the court denied appellant's "Amended Petition" and "Post Conviction" petition without a hearing. After

this Order, the parties engaged in various litigation based on appellant's "Response to State's Amended Petition," which was mailed before the court's order but docketed after. In this petition, appellant had requested a hearing. In a document filed on May 13, 2024, appellant made a "motion to enforce in court appearance in a writ of habeas corpus (sic)." The State opposed this request on May 17. On May 20, the court docketed appellant's motion for relief under Rule 4-345. At a hearing that was not transcribed on June 14, 2024, the court denied appellant's motion for habeas corpus.

II.

Before this Court, appellant argues that, at the original plea hearing and at the resentencing hearing, the plea was submitted as concurrent and *coterminous*, which appellant argues means the two sentences must terminate at the same time. Appellant asserts that the court, having approved the plea, was obligated to impose it, and the failure to impose a sentence that is coterminous with the federal sentence renders the state sentence illegal. His state sentence, he therefore argues, should be reduced to time served.

Appellant asserts that the circuit court was biased against him because of his "excessive" filings, which he argues were triggered by the court's failure to impose a sentence based upon his understanding of the plea, which would require the state sentence to end when the federal one did. [2]

[2] There is absolutely no evidence in this record that the court was biased against appellant. Accordingly, we do not address that issue.

The State argues that appellant's sentence is legal and that the sentence imposed reflects accurately the plea agreement. Under the State's interpretation, the plea agreement meant that the state sentence would be coterminous with the sixty-year federal sentence in that both sentences would last 60 years and run concurrently. The State argues that no reasonable defendant would have understood the plea to mean that there was an agreement to keep the federal and State sentences in lockstep so that if the federal sentence was ever reduced, the state sentence would have to be reduced as well. It argues that defense counsel used the word "coterminous" descriptively to refer to the sixty-year sentence required under the plea agreement and for it to commence on the same date rather than run consecutively. In addition, the State argues that there is no provision for coterminous sentences in Maryland law, and that the trial court, in imposing a sentence, may make that sentence either consecutive or concurrent to another sentence.

Between 2001 and 2023, appellant filed many motions setting forth a variety of arguments, all summarily denied. Appellant argued: that the state court had no jurisdiction to resentence him after he entered the federal system; that his plea was not voluntary because the nature of the charges were never explained to him and he never knew that Maryland would lodge a detainer, which increased his custody point level; that there was a double jeopardy violation; that the court did not question him regarding his understanding of the plea; and that the county failed to produce him on the proper date for his resentencing, making his trial not timely. Although he could have, he did not raise the "coterminous" argument in any previous motion we have been able to find, and he appears to raise it for the first time in 2023.

III.

We turn to whether appellant's state sentence is illegal and should be reduced to time served.[3] Rule 4-345(a) states: "The court may correct an illegal sentence at any time." Whether a sentence is an illegal sentence under Rule 4-345(a) is a question of law that we review *de novo. State v. Crawley*, 455 Md. 52, 66 (2017). "[W]hen a sentencing court violates Rule 4-243(c)(3) by imposing, without consent, a sentence that falls below a binding plea agreement, the resulting sentence is inherently illegal under Rule 4-345(a)." *Bonilla v. State,* 443 Md. 1, 12 (2015).

Rule 4-345(a) covers sentences that are substantively or inherently illegal. In *Bratt v. State*, 468 Md. 481 (2020), the Supreme Court of Maryland explained as follows:

> "Rule 4-345 applies in those situations in which the illegality of the sentence inheres in the sentence itself; *i.e.*, there either has been no conviction warranting any sentence for the particular offense or the sentence is not a permitted one for the conviction upon which it was imposed and, for either reason, is intrinsically and substantively unlawful."

Id. at 496 (cleaned up). Rule 4-345(a) "is an appropriate vehicle for challenging a sentence that is imposed in violation of a plea agreement to which the sentencing court bound itself." *Matthews v. State*, 424 Md. 503, 506 (2012).

Under Rule 4-243(a)(1)(F), the defendant and the State may enter into an agreement "[t]hat the parties will submit a plea agreement proposing a particular sentence, disposition, or other judicial action to a judge for consideration." Upon approving the plea agreement,

[3] We note that, despite appellant's many filings, he never raised his coterminous argument until 2023, creating questions as to whether this argument is preserved. Because the State does not raise this issue, we will not address it.

the judge shall impose the agreed upon terms. Rule 4-243(c)(3). Conditions which bind the court must be part of an agreement reached before the court accepts the plea. *Tweedy v. State*, 380 Md. 475, 487-88 (2004).

The Maryland Supreme Court has detailed the process of interpreting plea agreements in *Tweedy v. State*:

> "In considering whether a plea agreement has been violated, several courts have noted that the terms of the plea agreement are to be construed according to what a defendant reasonably understood when the plea was entered. *See, e.g.*, *United States v. Johnson*, 973 F.2d 857, 860 (10th Cir.1992) (quoting *United States v. Jimenez*, 928 F.2d 356, 363 (10th Cir.), cert. denied, 502 U.S. 854, 112 S.Ct. 164, 116 L.Ed.2d 129 (1991)). When a guilty plea is predicated upon an agreement, the agreement must be fulfilled. *Santobello v. New York*, 404 U.S. 257, 262, 92 S.Ct. 495, 499, 30 L.Ed.2d 427, 433 (1971)."

Id. at 482. When a court has accepted a guilty plea and committed itself to be bound by the terms of the plea agreement, the judge cannot refuse to carry out the bargain that induced the plea. *State v. Poole*, 321 Md. 482, 497 (1991).

There are three steps to interpreting a plea agreement. First, we start with the plain language. "If the plain language of the agreement is clear and unambiguous, then further interpretive tools are unnecessary, and we enforce the agreement accordingly." *Ray v. State*, 454 Md. 563, 577 (2017). Second, if the plain language is ambiguous, "we must determine what a reasonable lay person in the defendant's position would understand the agreed-upon sentence to be, based on the record developed at the plea proceeding." *Id*. If this examination reveals what the defendant reasonably understood to be the terms, then that understanding governs the agreement. *Id*. Third, "if, after we have examined the agreement

and plea proceeding record, we still find ambiguity regarding what the defendant reasonably understood to be the terms of the agreement, then the ambiguity should be construed in favor of the defendant." *Id*. at 577-78 (citation omitted).

The Supreme Court of Maryland, in *Cuffley v. State* elaborated on the process of determining how a reasonable lay defendant would understand the plea agreement, explaining as follows:

> "The test for determining what the defendant reasonably understood at the time of the plea is an objective one. It 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. It is for this reason that extrinsic evidence of what the defendant's actual understanding might have been is irrelevant to the inquiry."

Cuffley v. State, 416 Md. 568, 582 (2010). "When a defendant's guilty plea rests in part on a promise concerning a disposition, and the State or the court violates that promise, the accused may obtain redress by electing either to have his guilty plea vacated or to leave it standing and have the agreement enforced at resentencing." *Cuffley*, 416 Md. at 580-81 (internal quotation marks and citation omitted).

We must first determine the terms of the plea agreement. In doing so, we consider only the record of the plea agreement. *Id*. at 582. We hold that the terms of the plea agreement here was exactly as the circuit court imposed—a term of sixty years' incarceration, to be served *concurrently* with the federal sentence.

We note first the terms of the agreement presented to the circuit court. Both the prosecutor and defense counsel, in appellant's presence, asked the court to impose a

concurrent sentence. The court followed Maryland Rule 4-243 and satisfied the requirements for voluntariness of a guilty plea—the waiver of rights, and the inquiry of whether any promises were made to appellant.[4] Appellant made no corrections to the

[4] Before accepting the guilty plea, the court listened to a colloquy between defense counsel and appellant to ensure that the plea was knowing and voluntary. Defense counsel asked appellant all the standard questions, covering a waiver of the rights appellant was waiving by pleading guilty, and most significantly for our purposes today, inquired of appellant of his understanding of the terms of the plea agreement, and whether there were any promises made to him to induce him to enter his guilty plea. The pertinent part of that colloquy is set forth below:

> "[DEFENSE COUNSEL]: Now you heard the representations I've made to Judge Kane. haven't you?
>
> APPELLANT: Yes, I have.
>
> [DEFENSE COUNSEL]: Is that your understanding of the agreement we're proceeding under?
>
> APPELLANT: Yes. it is.
>
> [DEFENSE COUNSEL]: And besides that agreement has anyone promised you or threatened you in any way or promised you any lesser sentence other than what's been represented to Judge Kane, or influenced you or intimidated you in any way in order to enter these pleas?
>
> APPELLANT: No, I entered on my own.
>
> [DEFENSE COUNSEL]: So this is the way you wish to proceed. is that right. Sir?
>
> APPELLANT: Yes, it is.
>
> * * *
>
> [DEFENSE COUNSEL]: Also, by entering a plea of guilty you have very limited rights on appeal. You can pursue an appeal only by way of a petition for leave to appeal to the Court of Special Appeals. And you're limited to four grounds. And that is the jurisdiction of the court, the legality of the

prosecutor's and defense counsel's recitation of the plea terms, and specifically, made no mention of a so-called "coterminous" sentence, which neither attorney mentioned. The court imposed a concurrent sentence and never mentioned the word coterminous. It was only after the initial sentence was vacated for administrative reasons at the resentencing that defense counsel mentioned the word "coterminous." Obviously, no one picked up on that word. The plea court imposed the same sentence as initially imposed, one that was

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> sentence that Judge Kane would impose, adequacy of Counsel and whether or not you are freely and voluntarily entering into this guilty plea. Do you understand that?
>
> APPELLANT: Yes, I do.
>
> [DEFENSE COUNSEL]: And as to the last one, that is essentially what we are doing here now. You understand what you're admitting to?
>
> APPELLANT: Yes.
>
> [DEFENSE COUNSEL]: And you understand the consequences of your admission? That is, you understand what the sentence is going to be upon you?
>
> APPELLANT: Yes.
>
> [DEFENSE COUNSEL]: Is this the way you wish to proceed?
>
> APPELLANT: Yes, it is.
>
> [DEFENSE COUNSEL]: Your Honor.
>
> THE COURT: Does the State have any questions of the Defendant about his plea?
>
> [THE STATE]: No, Your Honor.
>
> THE COURT: All right, have a seat, Sir. I am satisfied that the Defendant has intelligently, knowingly and voluntarily pled guilty."

concurrent with the federal sentence, and appellant never disputed the sentence. The commitment record comported with the sentence announced by the judge, *i.e*., concurrent with the federal sentence.

We need not bog down as to the meaning of a "coterminous" sentence because we conclude that the plea agreement, as set out in this record, establishes that the plea agreement contemplated a concurrent sentence, not a coterminous sentence.

The sentencing judge never used the word "coterminous" in his comments, when he imposed the sentence, or in the sentencing commitment order. Only defense counsel used that term, and he did not define it or express to the judge any understanding that differed from the common understanding under Maryland law that judges may impose sentences consecutive or concurrent. We hold that the plea agreement was for a concurrent sentence, *i.e*., one that commenced on the same date as the federal sentence, with no agreement to possibly terminate sometime in the unknown future based on some possible proceeding in another court.

Assuming *arguendo* that the plea agreement is ambiguous, we look to how a reasonable lay defendant would interpret the plea agreement. It was never established at the plea proceeding that the agreement required the state sentence to be reduced in conjunction with any future federal sentence reductions. Appellant relies on his statement that he allegedly had a conversation with defense counsel prior to the plea proceeding in which he told his counsel he would not accept a plea that would keep him in jail in the event of a federal resentencing. This so-called evidence, however, is not relevant because

it did not occur on the record. In *Cuffley*, the Court found it to be irrelevant that the circuit court made a finding that defense counsel explained to appellant before the on-the-record plea proceeding that the court retained the discretion to impose a split sentence exceeding the sentencing guidelines: "All that is relevant, for purposes of identifying the sentencing term of the plea agreement, is what was stated on the record at the time of the plea concerning that term of the agreement and what a reasonable lay person in Petitioner's position would understand, based on what was stated, the agreed-upon sentence to be." *Cuffley*, 416 Md. at 584.

Whether the State breached the plea agreement is judged according to the defendant's reasonable understanding at the time he entered his plea. *Tweedy*, 380 Md. at 482. We apply an "objective standard" to determine whether a breach occurred. The most persuasive evidence of what a defendant reasonably understood his bargain to mean is found in the plain language of the court-approved agreement as noted in the record. *Cuffley*, 416 Md. at 582. As noted above, when appellant entered his plea, there was no mention of the term "coterminous." At that time, any reasonable defendant would not have entered his guilty plea if he understood the agreement was to be anything more than a *concurrent* sentence with his federal sentence. In this case, our review of the record indicates that the circuit court never bound itself to a plea agreement that included a term of incarceration to be "coterminous" with his federal sentence, and to automatically end when the federal sentence ended. No reasonable defendant could have thought otherwise.

Appellant's sentence was not an illegal sentence.

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