

Circuit Court for Frederick County
Case No. 10-K-88-9732

UNREPORTED
IN THE COURT OF SPECIAL APPEALS
OF MARYLAND

No. 1181

September Term, 2017

THOMAS C. TAYLOR

v.

STATE OF MARYLAND

Woodward, C.J.,
Eyler, Deborah S.,
Moylan, Charles E., Jr.
(Senior Judge, Specially Assigned),

JJ.

PER CURIAM

Filed: July 3, 2018

*This is an unreported opinion, and it may not be cited in any paper, brief, motion, or other document filed in this Court or any other Maryland Court as either precedent within the rule of stare decisis or as persuasive authority. Md. Rule 1-104.

Thomas Christopher Taylor, appellant, appeals the denial, by the Circuit Court for Frederick County of his motion to correct illegal sentence. For the reasons that follow, we affirm.

In 1989, Taylor and the State entered into a written plea agreement wherein the State agreed to “accept a guilty plea to . . . first degree rape, carrying a maximum penalty of a life sentence,” “recommend that the sentence be within the guidelines,” and “nolle pross the remaining counts [against Taylor] at sentencing.” At the plea hearing, the State recited the terms of the agreement to the court, specifically stating that in exchange for Taylor pleading guilty, it had “agreed to recommend a sentence within the guidelines, and nol. pros. the remaining Counts at sentencing.” Defense counsel and Taylor agreed that this was an accurate description of the plea agreement.

During a subsequent colloquy with Taylor, the court asked if he understood that: (1) “the maximum penalty for [first-degree rape] [was] life imprisonment;” (2) on the date of sentencing, the prosecutor was “going to recommend . . . that any executed time on the sentence” would “be within what are known as the sentencing guidelines;” and (3) the prosecutor’s “recommendation . . . that any executed time be within the guidelines [was] not binding upon [the court], and [that the court was] free to impose any sentence [it] fe[lt] appropriate, up to life imprisonment.” Taylor verbally acknowledged that he understood each of these things. Thereafter, the court accepted the plea, finding that Taylor had pleaded guilty knowingly and voluntarily. At sentencing, the parties agreed that the sentencing guidelines range was “twenty-five to forty years” and the State recommended

that appellant “receive the full forty years[.]” The court disregarded the State’s recommendation and imposed a life sentence.

In 2017, Taylor filed a motion to correct illegal sentence claiming that his sentence was illegal because: (1) the court imposed a sentence that violated the plea agreement; (2) the court failed to explain all of the elements of first-degree rape; (3) the State obtained the warrant for first-degree rape by falsely claiming that he had a weapon; and (4) the State had dismissed a separately docketed traffic charge for driving on a suspended license after he entered his guilty plea, despite that charge not being part of his plea agreement. The court denied his motion without a hearing. This appeal followed.

On appeal, Taylor raises the same claims that he raised in his motion to correct illegal sentence. Rule 4-345(a) provides that “[t]he court can correct an illegal sentence at any time.” However, “the scope of this privilege, allowing collateral and belated attacks on the sentence and excluding waiver as a bar to relief, is narrow.” *Colvin v. State*, 450 Md. 718, 725 (2016) (citation omitted). As the Court of Appeals has recently explained, “[t]he purpose of Rule 4-345(a) is to provide a vehicle to correct an illegal sentence where the illegality inheres in the sentence itself, not for re-examination of trial court errors during sentencing.” *Meyer v. State*, 445 Md. 648, 682 (2015) (citations omitted). In other words, there is no relief under Rule 4-345(a) where “the sentences imposed were not inherently illegal, despite some form of error or alleged injustice.” *Matthews v. State*, 424 Md. 503, 513 (2012) (citations omitted). A sentence is considered “illegal” for purposes of Rule 4-345(a) only where “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.” *Colvin*, 450 Md. at 725 (citations omitted).

With those principles in mind, we conclude that the only claim Taylor raises that is cognizable in a motion to correct illegal sentence is whether the circuit court violated the terms of his plea agreement by imposing a life sentence, instead of a sentence within the guidelines range. *See Matthews v. State*, 424 Md. 503, 506 (2012) (holding that when the trial court agreed to be bound by a plea agreement and then imposed a sentence that violated that agreement, the sentence imposed was illegal within the meaning of Rule 4-345(a)).¹ “Whether a trial court has violated the terms of a plea agreement is a question of law which we review *de novo*.” *Solorzano v. State*, 397 Md. 661, 668 (2007) .

The Maryland Rules offer two enumerated conditions that are directly related to sentencing and under which a defendant may plead guilty. Under the first condition, the defendant may plead guilty in exchange for a sentencing recommendation from the State. Under the second condition, the defendant may plead guilty after jointly presenting the terms of the agreement, including the proposed sentence, to the court for approval. Regardless of the condition, any proposed sentence, whether it be recommended by the State under Rule 4-243(a)(1)(E) or particularized in an agreement under Rule 4-243(a)(1)(F), is non-binding on the court. In the latter instance, however, the sentence becomes binding once the court accepts the plea. Conversely, if a plea is accepted pursuant

¹ Taylor does not claim that the State violated the plea agreement. Nor could he. The plea agreement, as written and explained to the court, required the State to recommend a sentence within the guidelines and to dismiss Taylor’s remaining charges. The State did both of these things. Thus, it upheld its end of the bargain.

to Maryland Rule 4-243(a)(1)(E), the binding guarantee does not include any particular sentence; that is, the bargained-for exchange is “the mere gesture that the State would recommend that the judge impose the sentence suggested by the plea agreement with perhaps illusory hope that the sentencing judge would do so.” *State v. Smith*, 230 Md. App. 214, 223 (2016).

Here, we are persuaded that Taylor’s plea was accepted pursuant to Maryland Rule 4-243(a)(1)(E) and that the trial court did not agree to be bound to a sentence in the guidelines range. First, the terms of the Taylor’s plea agreement were unambiguous. The State did not agree that Taylor would serve a specific sentence, only that it would “recommend” a sentence within the guidelines. Moreover, at no point did the sentencing court indicate that it would sentence Taylor consistent with the State’s recommendation.

Relying on *Solarzano v. State*, 397 Md. 661 (2007), Taylor contends that, in accepting his guilty plea, the court implicitly agreed to sentence him within the guidelines range. However, *Solarzano* is distinguishable. In *Solarzano*, the plea agreement, as announced on the record, was that the State had agreed to cap its sentencing recommendation to the top of the guidelines. However, prior to the defendant entering his guilty plea, the sentencing court stated that it could sentence him to a term of incarceration of more than twenty years “if [his] sentencing guidelines [came] back to be greater than . . . anticipated” but that if the sentencing guidelines came back as anticipated, “the State is free to ask for up to twenty years, and [he] *could receive up to twenty years.*”

The Court of Appeals determined that these statements “at a minimum, created an impression that [the trial court] had accepted the sentencing range agreed upon by the State

and appellant” and, therefore, that the defendant had a reasonable expectation that he would be sentenced to no more than twenty years. *Id.* at 657-58. Here, however, the trial court made no similar statements that would have led an objectively reasonable person to believe that it had agreed to accept the State’s recommendation. In fact, the court specifically informed Taylor that the State’s recommendation was “not binding upon [the court]” and that the court was “free to impose any sentence [it felt] appropriate, up to a life sentence.” And Taylor acknowledged he understood this possibility

Because the sentencing court did not agree to be bound by the State’s sentencing recommendation, either implicitly or explicitly, it did not sentence appellant in violation of the plea agreement. Consequently, Taylor’s sentence was not inherently illegal, and the circuit court did not err in denying his Rule 4-345(a) motion.

**JUDGMENT OF THE CIRCUIT COURT
FOR PRINCE GEORGE’S COUNTY
AFFIRMED. COSTS TO BE PAID BY
APPELLANT**