

*This opinion is nonprecedential except as provided by
Minn. R. Civ. App. P. 136.01, subd. 1(c).*

**STATE OF MINNESOTA
IN COURT OF APPEALS
A20-0627**

Anthony Keith Meister, petitioner,
Appellant,

vs.

State of Minnesota,
Respondent.

**Filed January 19, 2021
Affirmed
Slieter, Judge**

Stearns County District Court
File Nos. 73-CR-16-7168, 73-CR-16-7169, 73-CR-16-10623, 73-CR-16-11744

Cathryn Middlebrook, Chief Appellate Public Defender, Kathryn J. Lockwood, Assistant Public Defender, St. Paul, Minnesota (for appellant)

Keith Ellison, Attorney General, St. Paul, Minnesota; and

Janelle P. Kendall, Stearns County Attorney, Michael J. Lieberg, Assistant County Attorney, St. Cloud, Minnesota (for respondent)

Considered and decided by Jesson, Presiding Judge; Cochran, Judge; and Slieter, Judge.

NONPRECEDENTIAL OPINION

SLIETER, Judge

In this appeal from denial of postconviction relief, appellant challenges his agreement to plead guilty as involuntary and requests resentencing according to his understanding of the plea agreement. Because appellant received a sentence consistent

with the terms of the plea agreement as appellant reasonably understood them, his agreement to plead guilty was voluntary. Therefore, we affirm.

FACTS

In June 2017, appellant Anthony Keith Meister pleaded guilty in Stearns County District Court to two counts of second-degree controlled-substance possession, in violation of Minn. Stat. § 152.022, subd. 2(a)(1) (2016),¹ and two counts of check forgery, in violation of Minn. Stat. § 609.31, subd. 3 (2016). The plea agreement included three provisions: (1) the state would dismiss charges in an unrelated case; (2) the state would not file charges relating to a pending investigation; and (3) appellant would receive an 85-month prison sentence. Following the plea hearing, appellant was released pending sentencing. However, appellant was arrested for a new controlled substance offense and a hearing was held in July 2017 to review his release and bail conditions pending his scheduled September sentencing hearing.

During the July 2017 hearing, the prosecutor stated that he continued to agree to the 85-month prison term despite the new controlled-substance possession charge, though he now sought an interim prison commitment. The prosecutor additionally agreed to dismiss the controlled-substance possession charges related to appellant's most recent arrest. Appellant agreed to the interim prison commitment, which the court ordered.

¹At the hearing, the state agreed to amend these charges to second-degree controlled-substance possession from the initial charges of first-degree sale of a controlled substance, in violation of Minn. Stat. § 152.021 subd. 1. (2016).

At appellant's September 2017 sentencing hearing, the district court sentenced appellant to 85 months' imprisonment on one of the counts of second-degree controlled-substance possession, to run concurrently with the sentences for the three other convictions.²

In December 2017, appellant was indicted in federal court for conspiracy to commit bank fraud. That same month, appellant pleaded guilty to that charge and was sentenced to 61 months' federal imprisonment. This caused a federal detainer to be placed with the department of corrections (DOC), which subsequently prevented appellant from qualifying for early prison release programming.

Beginning in May 2019, appellant wrote three letters to the district court asking that his sentences be vacated or modified to allow him to serve his federal sentence. The district court did not consider the first letter and the following two letters were summarily denied without explanation. Upon the urging of the county attorney, the district court considered appellant's letters as a petition for postconviction relief. The postconviction court denied appellant's petition. This appeal follows.³

²Appellant was sentenced to 68 months' imprisonment on the first second-degree possession charge and 21 months' imprisonment on each of the two check forgery charges. Appellant does not contest these sentences.

³Appellant's *pro se* supplemental brief claims to recite error, but is unsupported by legal authority and inadequately briefed. As such, these arguments are forfeited. *State v. German*, 929 N.W.2d 466, 476-77 (Minn. App. 2019) (holding *pro se* litigants to same standard as attorneys and conclusory arguments citing no applicable law are forfeited).

DECISION

Minn. R. Crim. P. 27.03, subd. 9, permits a court to correct an illegal sentence at any time. And a court may modify a lawful sentence at any time during a stay of imposition or stay of execution. *See State v. Hockensmith*, 417 N.W.2d 630, 630 (Minn. 1988). But a district court does not have inherent authority to modify a legally imposed sentence after the sentence has been executed. *See Reesman v. State*, 449 N.W.2d 489, 490-91 (Minn. App. 1989). Appellant is not arguing that his sentence is unlawful. Rather, he argues that he has lost the benefit of early-release programming due to his federal conviction. Appellant's request to have his sentence vacated is not relief available to him, as the postconviction court did not have the authority to grant him his requested relief.

However, we evaluate appellant's appeal based upon whether his guilty plea was voluntary. Though appellant's *pro se* letters did not formally identify a voluntariness issue, the district court made findings suggesting that appellant's plea was voluntary. Additionally, both parties have fully briefed the constitutional voluntariness issue. Therefore, in the interests of justice and judicial efficiency, we review on appeal the voluntariness of appellant's plea. *See State v. Thompson*, 937 N.W.2d 418, 421 n.2 (Minn. 2020) (considering parties' argument that was not briefed before the district court when doing so was in the interests of justice, would not work unfair surprise, and all parties briefed issue).

"To be constitutionally valid, a guilty plea must be accurate, voluntary, and intelligent." *State v. Raleigh*, 778 N.W.2d 90, 94 (Minn. 2010). Appellant bears the burden of proving his plea was invalid. *Id.* The validity of a plea agreement is a question of law

we review *de novo*. See *id.* Likewise subject to *de novo* review are issues of interpretation and the enforcement of plea agreements. See *James v. State*, 699 N.W.2d 723, 728 (Minn. 2005). To determine if a plea agreement is voluntary, Minnesota courts will consider what the parties “reasonably understood to be the terms of the plea agreement.” See *Raleigh*, 778 N.W.2d. at 96. Inducing a guilty plea “by promises that cannot be fulfilled invalidates the plea.” *State v. Jumping Eagle*, 620 N.W.2d 42, 43 (Minn. 2000). If this court finds that appellant’s plea agreement has been breached we may “order specific performance, or alter the sentence if appropriate.” *State v. Brown*, 606 N.W.2d 670, 674 (Minn. 2000).

Appellant argues that his guilty plea was involuntary because he understood that his guilty plea would result in his early release and because he was therefore induced by the prosecutor’s unfulfilled assurances that appellant could participate in early-release programming.

Appellant’s claim is based on the following exchanges between the prosecutor and the district court, and appellant and his trial counsel during the July 2017 hearing. First, the prosecutor stated: “for [appellant] it’s -- would be an ability for him to get in and start programming. I know he’s looking at trying to get -- avail himself of some treatment and programming in prison, which would potentially lead to -- maybe an earlier release date.” Additionally, the following exchange occurred between appellant and his attorney:

THE DEFENDANT: On the 85 months, am I correct, [prosecutor], that this is a 36-month treatment program that I will be in?

DEFENSE COUNSEL: You’re eligible for release at 36 months if you complete your inpatient treatment at prison. That’s the program, yes. You need to request that when you get there, like I told you.

Neither the prosecutor's statement regarding potential treatment nor appellant's questions indicate an agreement for early release. The argument that there was an agreement for early release or that appellant understood it to be in the plea agreement is contrary to the record, which clearly identified three terms to the plea agreement and supports appellant's understanding of those terms.

During the June 2017 plea hearing, appellant's trial counsel communicated the imprisonment portion of the agreement to the district court that, in exchange for his guilty plea, appellant would: "receive a sentence of 85 months commit to the Commissioner of Corrections." Appellant's trial counsel then asked appellant questions to support the guilty plea as follows:

Q: Has anybody promised you anything outside of what we've talked about here today --

A: No

Q: -- and what's contained in this document?

A: Nothing.

Q: Okay. And then I'm just going to show you, this is a document entitled Petition to Enter Plea of Guilty in a Felony or a Gross Misdemeanor Case Pursuant to Rule 15. Did we fill this out together?

A: Yes.

Q: And is this your signature on page two of two?

A: It is.

Q: Did you place it here because you're waiving the rights contained in this document and you want to take advantage of the plea offer?

A: Yes.

....

THE COURT: Do you fully understand the agreement here?

A: Yeah.

There is nothing in the record or plea agreement to show that the state told appellant that he would be eligible for early-release programming such that his guilty plea was induced by any such promise. Appellant reasonably understood the terms of the plea agreement, and received a sentence in accordance with that agreement. Appellant's guilty plea was voluntary.

Affirmed.