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Minn. R. Civ. App. P. 136.01, subd. 1(c).*

**STATE OF MINNESOTA
IN COURT OF APPEALS
A22-0619**

State of Minnesota,
Respondent,

vs.

Vincent James Tran,
Appellant.

**Filed February 27, 2023
Affirmed
Cochran, Judge**

Wright County District Court
File No. 86-CR-21-3034

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

Brian A. Lutes, Wright County Attorney, Jennifer K. Buske, Assistant County Attorney,
Buffalo, Minnesota (for respondent)

Cathryn Middlebrook, Chief Appellate Public Defender, Sharon E. Jacks, Assistant Public
Defender, St. Paul, Minnesota (for appellant)

Considered and decided by Cochran, Presiding Judge; Bjorkman, Judge; and
Reilly, Judge.

NONPRECEDENTIAL OPINION

COCHRAN, Judge

In this appeal from the final judgment of conviction for second-degree burglary, appellant challenges his 38-month executed sentence. Appellant argues that the district court erred by finding that he violated the terms of his plea agreement while on conditional

release pending sentencing and abused its discretion by sentencing him to 38 months in prison. In his pro se supplemental brief, appellant raises similar issues. We affirm.

FACTS

Respondent State of Minnesota charged appellant Vincent James Tran with one count of first-degree burglary and one count of second-degree burglary after Tran reportedly entered a residence without permission and took electronic items. The complaint further alleged that Tran had used ecstasy prior to committing these offenses.

On October 20, 2021, Tran pleaded guilty to second-degree burglary pursuant to a plea agreement with the state. The plea agreement contemplated that Tran would be conditionally released prior to sentencing to enter treatment. At the plea hearing, Tran's counsel summarized the plea agreement as follows:

Your Honor, on court file ending 3034 Mr. Tran would be pleading guilty to Count 2. The remaining counts will be dismissed. There's two parts to this plea agreement, Your Honor, depending upon how Mr. Tran does in treatment

If he's successful—successfully completes treatment or a portion prior to sentencing, 38 months will be stayed for a period left to the Court, he'll get credit for time served in the amount of 110 days, PSI, remaining terms to the Court.

Now, if he leaves the program, gets kicked out, uses or *fails to remain law abiding*, he's agreeing to be committed to the Department of Corrections for a period of 38 months.

(Emphasis added.) When asked if the agreement was correctly stated, counsel for the state responded, "Yes, Your Honor."

Prior to the hearing, Tran signed a plea agreement outlining the following specific conditions of the deal:

Count I:

- Dismissed

Count II: CONDITIONAL PLEA AGREEMENT

Option A (If successfully completes Treatment (or a portion prior to sentencing))

- 38-Months Stayed for a period left to the court;
- Credit for 110-actual days as of October 20, 2021;
- PSI; and
- Remaining Terms to the court.

Option B (If leaves the program, gets kicked out, uses, or *fails to remain law abiding*)

- 38-Months Committed to the Department of Corrections

(Emphasis added.)

The district court accepted Tran's guilty plea and authorized him to be released to a treatment facility. The district court instructed Tran: "[Y]ou are ordered to successfully complete treatment and any aftercare, education, halfway house, anything they recommend for you, you are ordered to successfully complete that." The district court asked Tran what would happen if he "violate[d] any conditions of release" and Tran responded, "I'll go to prison."

The district court set a sentencing date for January 7, 2022. Counsel for Tran then asked the district court to clarify the conditional portion of the plea agreement as it related to sentencing, stating:

Say the recommendation is a year-long [treatment] program, I think [counsel] and I had talked about we don't need to wait

for sentencing for a year, rather a good portion. So if he comes—when we come back on January 7, if he hasn't completed the full [treatment] program but yet he's still doing well, he's still in, we're still at the 38 months stayed.

The district court responded that it was ordering Tran to successfully complete treatment but would not deviate from the 38-month stayed sentence unless Tran “leaves without successfully completing, if he uses or he gets kicked out, [is] not cooperating, those kinds of things.” Following the plea hearing, the district court filed a conditional-release order. The order specifically required Tran to “[r]emain law-abiding,” and successfully complete treatment, among other conditions.

On October 25, 2021, Tran entered a treatment program at Twin Town. Although reports indicate that Tran's participation during treatment was lacking, Tran was successfully discharged from the program on November 19 and entered a sober housing program as part of his recommended aftercare. That same day, Tran was unsuccessfully discharged from the sober housing program “due to noncompliance” with drug-testing rules. He was later arrested and transported to jail. While in jail, Tran engaged in conduct that resulted in new criminal charges for fifth-degree assault and felony damage to property.

Wright County Court Services filed a conditional-release-violation report, alleging that Tran (1) “[f]ailed to successfully complete treatment”; (2) “[f]ailed to submit to testing”; and (3) “[f]ailed to have no assaultive or aggressive behavior, verbal or physical.” The report also indicated that Tran failed to remain law abiding.

On February 2, 2022, the department of corrections filed a presentence investigation report (PSI). The PSI included the following “Final Assessment”:

[Tran’s] stint at Twin Town could be looked at as a success as he moved down to sober living, however [Tran] did not participate and when he got to sober living, was hostile, combative, and ended up getting kicked out. [Tran] then came back to jail and his combative behavior continued. [Tran] wound up obtaining new charges, which would void his conditional plea agreement for failure to remain law abiding.

At the sentencing hearing, Tran’s counsel argued that, under the terms of the plea agreement, Tran was entitled to be sentenced to probation rather than imprisonment. Tran’s counsel contended that Tran met the conditions of the plea agreement because he successfully completed treatment. Tran’s counsel further argued that Tran’s discharge from the sober-living facility should not be considered in the court’s sentencing decision because “aftercare” was not a condition of the plea agreement. With respect to Tran’s alleged violation of the condition that he remain law abiding, Tran’s counsel acknowledged that Tran did have new criminal charges but noted that Tran did not have any new convictions since pleading guilty. Tran then addressed the court, stating, “obviously we got new charges and stuff like that, but, you know, they are petty charges, though.” The state requested that the district court impose an executed sentence because Tran failed to comply with the conditions of the plea agreement that he complete treatment and remain law abiding.

The district court denied Tran’s request for probation and sentenced Tran to 38 months in prison. The district court recognized that Tran had completed primary treatment but found that he was unsuccessful with the recommended aftercare. The district

court also found that Tran had not remained law abiding because he was facing two new felony charges from his time in jail and a video showed Tran “assaulting someone at the jail.” Tran appeals the execution of his sentence.

DECISION

Tran argues that the district court abused its discretion by imposing an executed sentence because he met the requirements for a stayed sentence under the terms of his plea agreement. He asks this court to remand to the district court with instructions that he receive a stayed sentence of 38 months. The state counters that the district court did not abuse its discretion by imposing an executed sentence because Tran violated conditions of his plea agreement by failing to follow through with aftercare and failing to remain law abiding.

We review a district court’s sentencing decision for an abuse of discretion. *State v. Soto*, 855 N.W.2d 303, 307-08 (Minn. 2014). “A district court abuses its discretion when its decision is based on an erroneous view of the law or is against logic and the facts in the record.” *State v. Guzman*, 892 N.W.2d 801, 810 (Minn. 2017). Whether the district court abused its discretion by sentencing Tran requires this court to review the terms of the conditional plea agreement and the district court’s findings of fact regarding the violations of the plea agreement.

The terms of a plea agreement are interpreted subject to the principles of contract law. *In re Ashman*, 608 N.W.2d 853, 858 (Minn. 2000). When reviewing a plea agreement and its conditions, this court looks at “what the parties to the plea bargain reasonably understood to be the terms of the agreement.” *State v. Wukawitz*, 662 N.W.2d 517, 527

(Minn. 2003) (quotation omitted). “[W]e generally temper contract principles with safeguards to insure the defendant receives what is reasonably due in the circumstances, and in close cases, plea agreements should be construed to favor defendants.” *Ashman*, 608 N.W.2d at 858 (citation and quotation omitted). “What the parties agreed to involves an issue of fact to be resolved by the district court.” *State v. Brown*, 606 N.W.2d 670, 674 (Minn. 2000). On appeal, “[a] district court’s findings of fact shall not be set aside unless clearly erroneous.” *State v. Robledo-Kinney*, 615 N.W.2d 25, 32 (Minn. 2000). “[F]indings are clearly erroneous when they are manifestly contrary to the weight of the evidence or not reasonably supported by the evidence as a whole.” *In re Civ. Commitment of Kenney*, 963 N.W.2d 214, 221 (Minn. 2021) (quotation omitted). But the interpretation of a plea agreement is an issue of law that this court reviews de novo. *Brown*, 606 N.W.2d at 674.

Here, the conditional plea agreement included two alternative paths for sentencing. Option A stated that Tran would receive a sentence of 38 months stayed for a period left up to the court with credit for time served if he “successfully completes [t]reatment (or a portion prior to sentencing).” Option B stated that if Tran “leaves the [treatment] program, gets kicked out, uses, or *fails to remain law abiding*,” his sentence would be executed, and he would be committed to the department of corrections for 38 months. (Emphasis added.) At the sentencing hearing, the district court executed his 38-months sentence, finding that Tran did not satisfy the conditions of his plea agreement because he did not successfully complete the aftercare portion of the treatment program and because he failed to remain law abiding.

Tran argues that he is entitled to a probationary sentence under option A because he satisfied the single requirement of option A—that he successfully complete treatment or a portion of it. He further argues that successfully completing aftercare at a sober housing program was not a condition of the plea agreement. And while Tran does not dispute that he received two felony charges after he was discharged from treatment, he contends that any failure to remain law abiding after discharge is not a violation of the plea agreement and does not subject him to sentencing under option B. We disagree.

The conditional plea agreement provided that if Tran failed to remain law abiding, the district court would execute Tran’s 38-month sentence. The condition to remain law abiding did not include any time constraints or other limiting instructions. Instead, the condition simply required Tran “to remain law abiding.” Because it is undisputed that Tran faced new criminal charges stemming from his time in jail, the district court did not err by finding that Tran violated this condition of his plea agreement.¹

Tran’s failure to remain law abiding was a sufficient basis by itself for the district court to impose an executed sentence rather than probation. Option B of the conditional plea agreement plainly stated that Tran would be sentenced to a 38-month executed sentence if he “leaves the program, gets kicked out, uses, *or fails to remain law abiding.*”

¹ In a reply brief, Tran’s counsel concedes that Tran failed to remain law abiding after his discharge from treatment. But in his pro se supplemental brief, Tran argues that he did remain law abiding. We interpret Tran’s argument as a challenge to the factual findings of the district court. Because the record shows that Tran obtained an assault charge while in jail and a video shows Tran “assaulting someone at the jail,” we cannot say the district court clearly erred in finding that Tran did not remain law abiding. Tran also argues that he was not properly discharged from aftercare. But again, Tran provides no support in the record for this argument. Thus, we cannot say the district court erred in its factual findings.

(Emphasis added.) Therefore, we need not determine whether the district court erred by considering Tran's discharge from recommended aftercare as a separate basis for executing Tran's sentence. Accordingly, the district court did not abuse its discretion by sentencing Tran to 38 months' imprisonment.

Affirmed.