

STATE OF MICHIGAN
COURT OF APPEALS

PEOPLE OF THE STATE OF MICHIGAN,

Plaintiff-Appellee,

v

MARTEIZ RIVERS,

Defendant-Appellant.

UNPUBLISHED

March 26, 1999

No. 203165

Oakland Circuit Court

LC No. 97-151518 FH

Before: O’Connell, P.J., and Jansen and Collins, JJ.

MEMORANDUM.

Defendant pleaded guilty to malicious destruction of property over \$100, MCL 750.377a; MSA 28.609(1), and to being an habitual offender, fourth offense, MCL 769.12; MSA 28.1084. He was sentenced to 1½ to fifteen years’ imprisonment, and the trial court subsequently denied his motion to withdraw his guilty pleas. Defendant appeals as of right. We affirm.

Contrary to defendant’s argument on appeal, his admissions at the plea proceeding established an adequate factual basis for a malicious destruction of property plea, both as to his intent to damage or destroy the property in question (a suit at a Gantos store) and the value of the property destroyed. Defendant specifically stated that he damaged the clothing “willingly.” Although defendant would have us use information in the presentence report to interpret his statements at the plea proceeding as meaning only that he intended to steal the clothing and not to damage it, it is sufficient that an inculpatory inference can reasonably be drawn from defendant’s statements, even though an innocent or exculpatory inference might also be drawn. *Guilty Plea Cases*, 395 Mich 96, 130; 235 NW2d 132 (1975). Defendant also agreed that the value of the suit (and logically the value of a replacement suit as well) was over \$100. See CJI2d 32.1.

Defendant’s claim that his attorney led him to believe there was a sentence agreement for “county jail time or less, and no prison time” is refuted by the record of the plea hearing. No mention of such a sentence agreement was made at that time. To the contrary, the trial court stated, apparently on the basis of a written plea agreement form, that there were “no plea bargains” except for a “*Cobbs*” agreement to “stay within the guidelines” range of six to thirty months. This agreement was not only

confirmed by defense counsel and the prosecuting attorney, but also by defendant himself, when he acknowledged that he understood the court was being asked to consider imposing a “minimum sentence” within the guidelines that “could be anywhere from six months” in “jail” or “up to thirty months in prison.” Furthermore, defendant and his attorney indicated that there was “no other reason” for defendant’s pleas than the agreement discussed on the record. The trial court did not abuse its discretion in denying defendant’s motion for plea withdrawal. *People v Effinger*, 212 Mich App 67, 71-72; 536 NW2d 809 (1995); *People v Jackson*, 203 Mich App 607, 612-613; 513 NW2d 206 (1994).

Affirmed.

/s/ Peter D. O’Connell

/s/ Kathleen Jansen

/s/ Jeffrey G. Collins