STATE OF MINNESOTA
IN COURT OF APPEALS
A20-1196

State of Minnesota,
Respondent,

vs.

William Deshawn Paige,
Appellant.

Filed August 2, 2021
Affirmed
Gaïtas, Judge

St. Louis County District Court
File Nos. 69DU-CR-19-2926, 69DU-CR-19-1101

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

Mark S. Rubin, St. Louis County Attorney, Nathaniel T. Stumme, Assistant County Attorney, Duluth, Minnesota (for respondent)

Cathryn Middlebrook, Chief Appellate Public Defender, Amy Lawler, Assistant Public Defender, St. Paul, Minnesota (for appellant)

Considered and decided by Johnson, Presiding Judge; Worke, Judge; and Gaïtas, Judge.

NONPRECEDENTIAL OPINION

GAÏTAS, Judge

Appellant William Deshawn Paige challenges his convictions and sentences for receiving stolen property and threats of violence, arguing that his guilty pleas are invalid and that the district court erred in imposing presumptive sentences. We affirm.

FACTS

In 2019, respondent State of Minnesota charged Paige with multiple offenses in three separate criminal complaints. Paige eventually reached a global settlement with the state. He agreed to plead guilty to threats of violence, Minn. Stat. § 609.713, subd. 1 (2018), and to aiding and abetting receiving stolen property, Minn. Stat. §§ 609.05, subd. 1, .53, subd. 1 (2018). In exchange, the state agreed to recommend downward dispositional departures from the sentencing guidelines for the offenses,[1] to dismiss the additional charges in the complaints, and to support Paige's request for release from jail pending the sentencing hearing. The guilty-plea petitions, signed by Paige and received during his plea hearing, stated that "if he is charged with a new criminal offense while awaiting sentencing, then the State is not bound by the agreement to the departure."

During the plea hearing, Paige's attorney summarized the plea agreement, including the condition that required Paige to remain law abiding pending sentencing. Paige testified under oath that he had reviewed both plea petitions "line by line" with his attorney. He agreed that, after consulting with his attorney, he understood the terms of the agreement and by signing the petitions he was confirming his understanding for the court. The district court asked Paige whether his desire for immediate release from custody was the sole basis for the guilty pleas, and Paige replied, "No, no, it's not." Paige confirmed that he understood that violating the conditions of his release would jeopardize the plea agreement.

[1] Under the agreement, Paige would receive a 36-month stay of execution and five years of probation for the threats-of-violence offense, and a concurrent "downward dispositional departure"—with no specified stayed sentence—for the receiving-stolen-property offense.

After establishing the terms of the guilty-plea agreement, Paige's attorney asked Paige a series of questions to provide a factual basis for the pleas. The attorney first inquired about the circumstances surrounding the receiving-stolen-property offense. Paige admitted that he had an interaction with police while in possession of a laptop, gaming console, and checkbook that did not belong to him. He stated that he found the items in a trash bin outside an apartment complex and agreed that he "suspected" the items were stolen and collectively worth more than $1,000. Regarding the threats-of-violence offense, Paige admitted that he had threatened a residential maintenance worker with a "2x4" board and that this action reasonably caused the worker fear. The district court found that Paige's admissions were sufficient to establish his guilt of the two offenses.

Following the plea hearing, Paige was released from custody. Soon after, Paige threatened the same maintenance worker while wielding a knife. He was then charged in a new complaint with second-degree assault.

At Paige's sentencing hearing, he moved to postpone the imposition of sentence. He also moved to discharge his attorney and to represent himself with the assistance of advisory counsel. The district court granted Paige's motions.

Representing himself, Paige later filed a written motion to withdraw his guilty pleas to threats of violence and receiving stolen property. He asserted that he "did not understand all of the details" regarding the agreed-upon sentence, including that "the state could change its agreement on the [d]eparture before [he] was granted it." Paige's motion also alleged that he was "falsely charged" with a new crime. The state opposed the motion,

arguing that Paige violated a negotiated and understood term of his guilty-plea agreement and therefore should not be allowed to withdraw the pleas.

After a hearing, the district court issued a written order denying Paige's motion to withdraw his guilty pleas. The district court concluded that the pleas are valid and that, at the time of the pleas, Paige understood that the agreed-upon sentencing departure was conditioned on no new charges, among other things.

At Paige's request, the district court delayed sentencing until after the disposition of the new charge. Paige was found guilty, convicted, and sentenced in the new case. He later appeared for sentencing in this case. Again representing himself, Paige asked the district court to honor the terms of the original plea agreement and to impose downward dispositional departures for the threats-of-violence and receiving-stolen-property convictions. The state opposed any departure, requesting an executed sentence within the presumptive range because Paige had failed to remain law abiding.

The district court denied Paige's departure motion and sentenced him to 36 months in prison for the threats-of-violence conviction and a concurrent term of 21 months for the receiving-stolen-property conviction.

Paige appeals.

DECISION

I. Paige's guilty pleas are constitutionally valid.

Paige first argues that his guilty pleas are constitutionally infirm. To satisfy constitutional requirements, a guilty plea must be intelligent, accurate, and voluntary. *Dikken v. State*, 896 N.W.2d 873, 876 (Minn. 2017). A defendant bears the burden of

showing that a guilty plea does not comport with these requirements. *State v. Raleigh*, 778 N.W.2d 90, 94 (Minn. 2010). The validity of a guilty plea presents a question of law that is reviewed de novo. *Id.*

Paige raises two separate challenges to the validity of his guilty pleas. He first argues that his pleas are "unintelligent" because the plea agreement did not specify what would happen if the state was no longer bound by its terms. And he contends that his guilty pleas are inaccurate because they are not supported by sufficient facts.

A. The guilty pleas are intelligent.

Paige first argues that the district court abused its discretion in denying his presentencing motion to withdraw his guilty pleas because the pleas are not intelligent. He claims that his pleas are "unintelligent" because his plea agreement did not make clear that the district court would have authority to impose the presumptive sentence if Paige failed to remain law abiding pending sentencing.

When a defendant moves to withdraw a guilty plea before sentencing, the district court may, "[i]n its discretion[,] . . . allow the defendant to withdraw a plea . . . if it is fair and just to do so." Minn. R. Crim. P. 15.05, subd. 2. That decision will be reversed "only in the rare case" that the district court has conclusively abused its discretion. *State v. Jones*, 921 N.W.2d 774, 782 (Minn. App. 2018) (quotation omitted), *review denied* (Minn. Feb. 27, 2019). This is not one of those rare cases.

"To be intelligent, a guilty plea must represent a knowing and intelligent choice among the alternative courses of action available." *Dikken*, 896 N.W.2d at 877 (quotation and alterations omitted). "Whether a plea is intelligent depends on what the defendant

knew at the time he entered the plea . . . ." *Id.* More specifically, a plea is intelligent when it embodies the defendant's understanding of the charges, the rights he has waived, and, most importantly here, the consequences of entering the plea. *Id.*; *see Nelson v. State*, 880 N.W.2d 852, 858 (Minn. 2016).

The district court rejected Paige's argument that his pleas are not intelligent, observing that Paige's attorney took "great care" in reviewing the plea agreement and made a "detailed record" in court. Accordingly, the district court concluded that plea withdrawal on this basis would not be fair and just. Based on our de novo review of the record, we agree that Paige's guilty pleas are intelligent.

The written guilty-plea petitions stated, among other conditions, that "if [Paige] is charged with a new criminal offense while awaiting sentencing, then the State is not bound by the agreement to the departure." Defense counsel read all terms of the plea agreement into the record, including the following.

> DEFENSE COUNSEL: Mr. Paige will be released from custody at the time of the plea – so today – onto [intensive pretrial release] . . . .
>
> The agreement calls for five years of supervised probation. If between now and sentencing Mr. Paige fails to comply with [intensive pretrial release] , fails to either cooperate with the Presentence Investigation process or appear for sentencing, *or is charged with a new criminal offense, then the State would no longer be bound by its agreement for a downward departure*. All sentences are going to run concurrent.

(Emphasis added.) Defense counsel repeated these terms twice while summarizing the agreement. Paige also agreed that he had reviewed the plea petitions with his attorney "line

by line" and confirmed that he fully understood the terms of the agreement. The district court then verified that Paige understood the relevant consequences of pleading guilty:

> THE COURT: Well, um, my only question, Mr. Paige, is you – obviously, you're getting, um, out of jail as a component of this agreement, right, onto – onto Pretrial Release?
>
> PAIGE: Yes, Your Honor.
>
> THE COURT: But you, um – that's not the only reason you're pleading guilty?
>
> PAIGE: No, no, it's not.
>
> THE COURT: And you fully understand that if you don't follow what happens, that that – you may not stay out of jail, right?
>
> PAIGE: Yes, I understand that.
>
> THE COURT: And you may not have the departure, you understand that?
>
> PAIGE: Yeah, I know what probation is, Your Honor.

Paige argues that the district court erred in denying his motion to withdraw his pleas because he did not understand that, if he violated the plea agreement, the district court would have authority to impose the presumptive sentence. But as noted, the record does not support that claim. Instead, the record shows that Paige understood the consequences of pleading guilty and his obligations under the plea agreement. He also understood what would happen if he violated the plea agreement—he would go back to jail and he would not be guaranteed a downward departure. We therefore conclude that the district court did not abuse its discretion in denying Paige's motion to withdraw his guilty pleas on the ground that the pleas are not intelligent.

B. The guilty pleas are accurate.

Paige next argues that his guilty pleas are not accurate. He did not challenge the accuracy of his guilty pleas in the district court; he raises this claim for the first time on appeal. A defendant may attack the validity of a guilty plea on direct appeal. *Brown v. State*, 449 N.W.2d 180, 182 (Minn. 1989). But once a defendant has been sentenced, plea withdrawal is only permissible "if withdrawal is necessary to correct a 'manifest injustice.'" *Raleigh*, 778 N.W.2d at 93 (quoting Minn. R. Crim. P. 15.05, subd. 1).

A manifest injustice occurs when a guilty plea is not accurate. *Id.* at 94. "For a guilty plea to be accurate, a factual basis must be established showing that the defendant's conduct meets all elements of the offense to which he is pleading guilty." *Jones*, 921 N.W.2d at 779; *see also State v. Iverson*, 664 N.W.2d 346, 349-50 (Minn. 2003). If the defendant negates an essential element of the offense during the plea colloquy, the factual basis is inaccurate and the plea is invalid. *Jones*, 921 N.W.2d at 779.

Paige contends that his admissions during the guilty-plea hearing failed to establish his guilt of the two offenses, rendering the pleas inaccurate and therefore invalid. Applying de novo review, we examine each offense separately to ensure that Paige's admissions during the plea hearing satisfied the elements of the offenses. *See State v. Johnson*, 867 N.W.2d 210, 214-15 (Minn. App. 2015) (reviewing de novo the accuracy of appellant's guilty plea, which appellant challenged for the first time on direct appeal), *review denied* (Minn. Sept. 29, 2015).

Receiving stolen property

The receiving-stolen-property statute provides that "any person who receives, possesses, . . . or conceals any stolen property or property obtained by robbery, *knowing or having reason to know the property was stolen* or obtained by robbery," is guilty of this offense. Minn. Stat. § 609.53, subd. 1 (emphasis added). Paige claims that his guilty plea to aiding and abetting receiving stolen property is inaccurate because he merely "suspected" the items in his possession were stolen. He contends that suspecting property is stolen does not satisfy the knowledge element.

During his plea colloquy, Paige admitted that police found him in possession of a laptop, gaming console, and a checkbook that did not belong to him. The following exchange then occurred:

> DEFENSE COUNSEL: [W]hen you had the contact with law enforcement, you kind of told them how you came into possession of the property, right?
>
> PAIGE: Yes, I did.
>
> DEFENSE COUNSEL: That you had found it in – the day before outside of – so on Christmas, when they had contact with you outside of that apartment building, that you had found the property in the garbage can there?
>
> PAIGE: Yes.
>
> DEFENSE COUNSEL: And now you and I have had a few discussions about this matter, right?
>
> PAIGE: Yes.
>
> DEFENSE COUNSEL: And with regards to, you know, the items in question, particularly, like, the laptop, [video game

> console] and checkbook, not items that are typically thrown away, right?
>
> PAIGE: Yes.
>
> DEFENSE COUNSEL: And that you're agreeing that it's completely reasonable to say you should have had – you know, we're not talking about actual knowledge, but that it's completely reasonable, you should have known or suspected they were stolen?
>
> PAIGE: Yeah, I suspected it.

Paige plainly agreed that he had reason to know that the items were stolen and, in fact, suspected this was the case.

Moreover, "[k]nowledge that the property was stolen may be proven by circumstantial evidence." *State v. True*, 378 N.W.2d 45, 48 (Minn. App. 1985); *see also State v. Becklund*, A18-1546, 2019 WL 3293462, at *2 (Minn. App. July 22, 2019) (upholding guilty plea where defendant agreed when asked: "And you knew or should have had reason to know that [the car] was, in fact, stolen property; is that correct?"). Paige also acknowledged that expensive electronics and a checkbook are not typically thrown in the trash. This admission provided additional circumstantial evidence of Paige's knowledge that the items were stolen.

We conclude that Paige's admissions were sufficient to establish the elements of receiving stolen property. Thus, his guilty plea to this offense is accurate.

Threats of violence

A person who "threatens, directly or indirectly, to commit any crime of violence with purpose to terrorize another or to cause evacuation of a building, . . . or in a reckless

disregard of the risk of causing such terror" commits the offense of threats of violence. Minn. Stat. § 609.713, subd. 1. "A threat is a declaration of an intention to injure another or his property by some unlawful act." *State v. Olson*, 887 N.W.2d 692, 698 (Minn. App. 2016) (quotation omitted). Threats can be made through words or actions. *Id.*

Paige asserts that, because he did not admit to having the intent to terrorize or to cause evacuation of a building, his guilty plea to threats of violence is inaccurate. He argues that "[he] told the district court that he picked up a 2x4 but did not hit or threaten to hit the maintenance worker."

But the record reveals that Paige admitted that he brandished a piece of wood and threatened the victim with it. He further agreed that, by using the 2x4 to scare the victim away from his apartment, he made a threat of violence and reasonably caused the victim fear. During questioning by the state, Paige conceded, "Yeah, he got – he got in my face, start[ed] yelling, so I picked something up to back him up, *so, yeah, I did threaten him*." (Emphasis added.)

Given these admissions, we are satisfied that there is an adequate factual basis for the offense of threats of violence. We therefore reject Paige's claim that his guilty plea is inaccurate.

In sum, we conclude that the district court did not abuse its discretion in denying Paige's presentencing motion to withdraw his guilty pleas and that there is no manifest injustice requiring plea withdrawal because Paige's pleas are accurate. We therefore reject Paige's request to remand to the district court for plea withdrawal.

II. The district court did not abuse its discretion by imposing presumptive sentences after Paige violated his conditional plea agreement.

Paige also argues that the district court erred in imposing the presumptive sentences for his offenses and in imposing a sentence on the upper end of the presumptive range for the threats-of-violence conviction. According to Paige, his "plea agreement did not give the court discretion as to his sentence, and did not convert the plea agreement into a 'straight plea' following [his] new charge." He contends that the district court should have either imposed his bargained-for downward dispositional departures or allowed him to withdraw his guilty pleas.

"The essence of plea agreements . . . is that they represent a bargained-for understanding between the government and criminal defendants in which each side foregoes certain rights and assumes certain risks in exchange for a degree of certainty as to the outcome of criminal matters." *State v. Meredyk*, 754 N.W.2d 596, 603 (Minn. App. 2008) (quoting *United States v. Porter*, 405 F.3d 1136, 1145 (10th Cir. 2005)). District courts resolve fact questions regarding the terms of a plea agreement. *State v. Brown*, 606 N.W.2d 670, 674 (Minn. 2000). But the interpretation and enforcement of plea agreements present questions of law that appellate courts review de novo. *Id.*

In interpreting a plea agreement, Minnesota courts "look to what the parties to the plea bargain reasonably understood to be the terms of the agreement." *Id.* (quotation and alteration omitted). A court may consider both the terms included in the plea petition and those expressed on the record during the plea hearing. *See* Minn. R. Crim. P. 15.01, subd.

1; *In re Ashman*, 608 N.W.2d 853, 858 (Minn. 2000); *State v. Hamacher*, 511 N.W.2d 458, 459-60 (Minn. App. 1994).

Here, both plea petitions contained nearly identical clauses expressing that the parties "agree to a downward dispositional departure," but that "the State is not bound by its agreement to a departure" if Paige is charged with a new offense before sentencing. Under the clear terms of the plea agreement, the promised departures were explicitly conditioned on Paige remaining law abiding until sentencing.

Where a plea agreement includes an unconditional promise for a particular sentence, the district court must either impose the agreed-upon sentence or allow the defendant to withdraw the plea. *See State v. Kunshier*, 410 N.W.2d 377, 379-80 (Minn. App. 1987), *review denied* (Minn. Oct. 21, 1987); *see also Kochevar v. State*, 281 N.W.2d 680, 687 (Minn. 1979) ("It is well settled that an unqualified promise which is a part of a plea arrangement must be honored or else the guilty plea may be withdrawn."). But a district court has no obligation to impose an agreed-upon sentence that was premised on a condition that the defendant violated. *See State v. Montez*, 899 N.W.2d 200, 203-04 (Minn. App. 2017) (concluding that agreed-upon sentence was conditioned on defendant remaining law abiding, and a violation of that condition afforded district court discretion to determine sentence); *State v. Batchelor*, 786 N.W.2d 319, 324 (Minn. App. 2010) (determining reduced sentence hinged on plea agreement condition requiring defendant to remain law abiding); *cf. Black v. State*, 725 N.W.2d 772, 776 (Minn. App. 2007) (noting that "appellant did not receive an unqualified promise regarding the sentence to be imposed" and, despite the district court's warnings, appellant entered a voluntary and

intelligent plea). Likewise, a defendant is not entitled to plea withdrawal under these circumstances. *See Batchelor*, 786 N.W.2d at 324. Because Paige's agreed-upon downward dispositional departures were conditional, and he violated the condition, the district court was not obligated to impose any particular sentence or to allow Paige to withdraw his guilty pleas.

Absent substantial and compelling circumstances, the district court was required to impose sentences within the presumptive ranges provided by the Minnesota Sentencing Guidelines. *State v. Walker*, 913 N.W.2d 463, 468 (Minn. App. 2018); Minn. Sent. Guidelines 2.D.1 (2018). "This court will not generally review a district court's exercise of its discretion to sentence a defendant when the sentence imposed is within the presumptive guidelines range." *State v. Delk*, 781 N.W.2d 426, 428 (Minn. App. 2010), *review denied* (Minn. July 20, 2010). Here, the district court imposed presumptive sentences for both offenses. *See* Minn. Sent. Guidelines 4.A, 5.A (2018).[2] Although the sentence for the threats-of-violence offense was at the upper end of the presumptive range, the district court was well within its discretion to impose this sentence. Accordingly, the district court did not err in sentencing Paige.

Affirmed.

[2] While one of Paige's offenses occurred in December 2018 and the other in August 2019, the applicable sentencing guidelines are identical. *See* Minn. Sent. Guidelines 4.A, 5.A (Supp. 2019).