

Circuit Court for Prince George's County
Case No. C-16-CR-24-001644

UNREPORTED
IN THE APPELLATE COURT
OF MARYLAND*

No. 466

September Term, 2025

BERLIN LEONARD DAVIS

v.

STATE OF MARYLAND

Arthur,
Beachley,
Kehoe, S.,

JJ.

Opinion by Arthur, J.

Filed: July 9, 2025

*This is an unreported opinion. This opinion may not be cited as precedent within the rule of stare decisis. It may be cited for its persuasive value only if the citation conforms to Rule 1-104(a)(2)(B).

Berlin Davis, appellant, pleaded guilty, in the Circuit Court for Prince George’s County, to two counts of third-degree sex offense. According to the transcript of the sentencing hearing, the court sentenced Davis as follows: on the first count, Davis was sentenced to a term of ten years’ imprisonment, with all but 18 months suspended, and credit for 466 days of time served; on the second count, Davis was sentenced to a consecutive term of ten years’ imprisonment, with all but 18 months suspended, and credit for 466 days of time served. Following sentencing, the court issued a commitment order, which stated, in pertinent part, that Davis was to be given credit for 466 days of time served on only one of his sentences. Davis subsequently filed a motion to modify the commitment record so that he be given credit for 466 days of time served on both sentences, as reflected in the transcript of the sentencing hearing. The court denied the motion, and Davis noted this appeal.

In this appeal, Davis presents a single question for our review:

Did the circuit court err in refusing to modify the commitment record?

For reasons to follow, we hold that the court erred. Accordingly, we reverse the court’s judgment and remand with instructions that the court modify the commitment record to reflect the sentence announced by the court at the sentencing hearing.

BACKGROUND

Davis was convicted, by way of a guilty plea, of two counts of third-degree sex offense. At Davis’s sentencing hearing, the circuit court announced the sentence as follows:

The Court having found the Defendant, Berlin Davis, guilty of Count Three, Third-Degree Sex Offense, sentences the Defendant to 10 years. The court will suspend all but 18 months of that sentence. The Defendant is given credit for 466 days, time served.

As to the Court having found the Defendant guilty of Count Eleven, Third-Degree Sex Offense, sentences the Defendant to 10 years, suspending all but 18 months of that sentence. The Defendant is given credit for 466 days, time served. That sentence is to be served consecutive to the sentence in Count Three.

Following the sentencing hearing, the court issued a commitment order. According to that order, Davis was to serve two consecutive terms of 10 years' imprisonment, with all but 18 months of each term suspended, for a total of 36 months of executed time. In addition, Davis was to receive a total of 466 days of credit for time served.

After the commitment record was issued, Davis filed a motion asking the court to modify the commitment record. Davis argued that, according to the transcript of the sentencing hearing, he had been granted 466 days of credit on each sentence, which meant that he should have received a total of 932 days of credit for time served.

Ultimately, the court denied Davis's motion.¹ This timely appeal followed. Additional facts may be supplied below.

DISCUSSION

Davis argues that the court erred in refusing to modify the commitment record. He notes that, according to the commitment record, his credit of 466 days for time served was

¹ In denying Davis's motion, the court stated that it had not intended to give Davis credit for time served on both sentences. To the extent that the court was claiming that it had made a mistake in the announcement of Davis's sentence, we note that the court was required to correct that mistake before Davis left the courtroom. Md. Rule 4-345(c).

applied to only one of his two sentences, even though, according to the transcript of the sentencing hearing, the court granted him a credit of 466 days for time served on each sentence. He argues that, where, as here, there is a conflict between the commitment record and the sentencing transcript, the sentencing transcript prevails. He contends, therefore, that the commitment record must be corrected to reflect both credits, for a total of 932 days of credit for time served.

We agree that the commitment record must be corrected. “‘When there is a conflict between the transcript and the commitment record, unless it is shown that the transcript is in error, the transcript prevails.’” *State v. Brown*, 464 Md. 237, 269 (2019) (quoting *Lawson v. State*, 187 Md. App. 101, 108 (2009)). Here, the transcript of the sentencing hearing, which has not been shown to be in error, clearly establishes that the court sentenced Davis to 466 days of credit for time served on each of his two sentences. That sentence conflicts with the commitment record, which indicated a credit for only one of Davis’s sentences. Because the transcript and commitment record conflict, the commitment record must be corrected to reflect the sentence announced by the court. That sentence included credit for time served on both sentences, for a total of 932 days of credit.

The State concedes error and agrees that the commitment record should be corrected. In so doing, the State notes that, although a defendant is statutorily entitled to credit for time served when receiving consecutive sentences, *see* Md. Code, Crim. Proc. § 6-218, a defendant is generally not entitled to credit on each of the consecutive sentences. *See Blankenship v. State*, 135 Md. App. 615 (2000). In fact, such “double credit” is

disfavored as being contrary to the nature and purpose of the statute. *Id.* As the State notes, however, the general prohibition against double credit does not necessarily preclude a sentencing court from making the discretionary decision to award a defendant credit for time served on multiple sentences. *See Martin-Dorm v. State*, 259 Md. App. 676, 697-703 (2023). The State asserts, therefore, that the court’s sentence in the instant case, though not mandatory, was permissible and not illegal.

We agree with the State’s recitation of the relevant law. We highlight those principles to make certain that our holding in the instant case is not misinterpreted. We are not suggesting that Davis was somehow entitled, at the outset, to credit for time served on both of his sentences. Rather, we are merely holding that, where a sentencing court, in announcing a sentence, makes the discretionary decision to award a defendant “double credit” and the subsequent commitment record fails to reflect that sentence, the transcript of the sentencing proceeding prevails, and the commitment record must be corrected.

**JUDGMENT OF THE CIRCUIT COURT
FOR PRINCE GEORGE’S COUNTY
REVERSED; CASE REMANDED TO THAT
COURT WITH INSTRUCTIONS THAT
THE COMMITMENT RECORD BE
MODIFIED TO REFLECT A TOTAL OF
932 DAYS OF CREDIT FOR TIME
SERVED; COSTS TO BE PAID BY PRINCE
GEORGE’S COUNTY.**

The correction notice(s) for this opinion(s) can be found here:

<https://mdcourts.gov/sites/default/files/import/appellate/correctionnotices/cosa/unreported/0466s25cn.pdf>