

Circuit Court for Baltimore County
Case No: 03-K-08-004097

UNREPORTED
IN THE COURT OF SPECIAL APPEALS
OF MARYLAND

No. 1855

September Term, 2019

KEVIN SILER

v.

STATE OF MARYLAND

Nazarian,
Shaw Geter,
Raker, Irma S.
(Senior Judge, Specially Assigned),

JJ.

PER CURIAM

Filed: November 10, 2020

*This is an unreported opinion, and it may not be cited in any paper, brief, motion, or other document filed in this Court or any other Maryland Court as either precedent within the rule of stare decisis or as persuasive authority. Md. Rule 1-104.

In 2009, Kevin Siler, appellant, entered a guilty plea to first-degree rape in the Circuit Court for Baltimore County. He was sentenced, in accordance with the terms of a binding plea agreement, to 50 years' imprisonment, to run concurrently with sentences he was then serving. Ten years later, Mr. Siler, representing himself, filed a motion to correct an illegal sentence or, in the alternative, a motion to revise the commitment record, claiming that his sentence should have commenced in 1988 because, when he was sentenced in 2009, he was then serving a sentence "from 1988." The circuit court denied relief, finding that Mr. Siler's "sentence is not illegal and he is also not otherwise entitled to a revision of his commitment record." Mr. Siler appeals that ruling, raising the same arguments he made in the circuit court. We shall affirm the judgment because the circuit court did not err in denying relief.

On July 20, 2009, Mr. Siler appeared in court for sentencing and the court imposed a sentence of 50 years' incarceration. The court stated that he would receive credit "from the date . . . he was picked up or when the initial warrant" was served. The prosecutor noted that he was "serving time" in another case when the warrant was served in this case. The court responded that Mr. Siler was "entitled to credit from that date, but not any time before that date." And the court ordered, in accordance with the terms of the binding plea agreement, that the sentence in this case run concurrently with "the sentence that he's currently running."¹

¹ Although the transcript indicates that the sentence would run currently with the "sentence he's currently running," it is clear that the court ordered the sentence to run
(continued)

The commitment record also reflected a 50 year sentence, to be served “concurrent with any other outstanding or unserved sentence” and that it would “begin on 09/04/08.” According to Mr. Siler, September 4, 2008 is the date the charges were filed against him.²

Mr. Siler maintains that his sentence is illegal because the sentencing court did not pronounce the sentence “with clarity” and, therefore, it is “ambiguous.” He also asserts that he should have received “credit from the sentence that was currently running, starting from” the date that sentence was imposed in 1988. We disagree.

First, the sentencing court was clear: 50 years’ imprisonment, to run concurrently with any sentence Mr. Siler was then serving, and credit for the time he spent in custody for this offense, from the date the warrant for this offense was served on him. Second, the court did not, and could not, give Mr. Siler “credit” for time he served in prison for a conviction he incurred before he was even charged in this case. *See* § 6-218(b)(1) of the Criminal Procedure Article of the Md. Code (“A defendant who is convicted and sentenced shall receive credit against and a reduction of the term of a definite or life sentence . . . for all time spent in custody . . . because of (1) the charge for which the sentence is imposed[.]”). And third, to run a sentence concurrently with any sentence he was then serving simply meant that Mr. Siler did not need to complete his existing sentence(s) before

concurrently with the sentence Mr. Siler was “currently serving.” It matters not whether the court misspoke or the transcriber erred in the transcription, the meaning is clear.

² The record before us indicates that a 5-count indictment was filed in the circuit court on September 29, 2008, charging Mr. Siler with first-degree rape and related offenses that occurred on or about January 31, 1988. At the sentencing hearing, the date Mr. Siler was served with the warrant was not known, but the courtroom clerk was directed by the court to determine that date.

the sentence in this case would begin, which is what happens when a court orders a sentence to run consecutively. Because his sentence is legal and there was nothing ambiguous in its pronouncement, we hold that the circuit court properly denied Mr. Siler’s motion to correct his sentence and/or to revise the commitment record.

**JUDGMENT OF THE CIRCUIT COURT
FOR BALTIMORE COUNTY AFFIRMED.
COSTS TO BE PAID BY APPELLANT.**