

UNREPORTED  
IN THE COURT OF SPECIAL APPEALS  
OF MARYLAND

No. 1501

September Term, 2014

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MEREDITH MYLES

v.

STATE OF MARYLAND

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Leahy,  
Friedman,  
Thieme, Raymond G., Jr.  
(Retired, Specially Assigned),

JJ.

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Opinion by Thieme

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Filed: April 4, 2016

\*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, following a bench trial on a not-guilty agreed statement of facts, Meredith Myles, appellant, was convicted in the Circuit Court for Prince George’s County of second-degree murder and use of a handgun in the commission of a crime of violence and sentenced to a total term of fifty years’ incarceration, with all but twenty years suspended. He thereafter filed a timely motion for reconsideration of sentence, but requested that the motion be held in abeyance. In 2014, Myles filed a motion requesting that court schedule a hearing on the motion for reconsideration of sentence. After the court denied that motion, Myles filed a motion to correct an illegal sentence contending that the court’s failure to schedule a hearing on the motion for reconsideration breached the terms of a binding plea agreement. The court disagreed, and denied the motion to correct the sentence. Myles appealed. For the reasons to be discussed, we affirm.

### **BACKGROUND**

In 2008, Myles was charged with murder, the use of a handgun in the commission of a crime of violence, and wearing and carrying a handgun. Prior to trial he moved to suppress a statement he had made to the police, which the circuit court denied. Then, pursuant to an agreement between the parties, the State amended the murder count to second-degree murder and Myles, who wished to preserve his right to appeal the denial of the suppression motion, entered a plea of not guilty, waived his right to a trial by jury, and was tried before the court on an agreed statement of facts on the second-degree murder and the use of a handgun counts.<sup>1</sup>

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<sup>1</sup> A “conditional plea of guilty,” which permits a defendant to plead guilty but preserves in  
(continued...)

The agreement – as placed on the record before trial – provided that Myles would be sentenced to twenty years’ imprisonment, the first five years without parole, on the handgun offense, and to a consecutive term of thirty years’ imprisonment, all suspended, for the murder. The parties’ agreement further provided that Myles would file a motion for reconsideration of sentence, which would be held in abeyance “until the defense request[ed] a hearing.” The State agreed to “take no position” on the reconsideration “until the hearing date.” In other words, under the agreement “the State would be free to oppose reconsideration at the time of the hearing,” but not beforehand. Whether “to grant or deny the motion” would be left to the court’s discretion.

In its examination of Myles before proceeding with trial, the court ensured that Myles understood the terms of the agreement, including that he would “have a right to file a motion for reconsideration within the filing period that will be held in abeyance until the Court sets the matter in for hearing, and that is at your request.” The State, the defense, and the court all understood that the agreement, including the sentencing terms, was “binding.”

Myles was convicted on March 23, 2009. Two months later he returned to court for sentencing. Defense counsel reminded the court that Myles had been tried on “a not guilty agreed statement of facts, but there was a binding plea agreement.” Rather than

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<sup>1</sup>(...continued)

writing any pretrial issue he or she wishes to appeal, did not become an option until 2012. *See* Section 12-302(e) of the Courts & Judicial Proceedings Article of the Maryland Code (2013 Repl. Vol.). Thus at the time, if Myles had entered a guilty plea, he would have waived his right to a direct appeal of the suppression issue and his right to appellate review would have been by way of application for leave to appeal.

allocute on sentencing, defense counsel “submit[ted] on the agreement” and asked the court to sentence Myles “to the agreed upon 50 years, all suspended but 20.” But counsel did note that “the plea agreement here contemplates that Mr. Myles will be returning before [the court] on a Motion for Reconsideration” and counsel informed the court that at that time he would urge the court “to show some leniency and some mercy in this case[.]”

The State and the court also referenced the “binding plea agreement.” After sentencing Myles in accordance with the agreement, the court informed him that he had “the right to file a Motion for Reconsideration, as that was part of the agreement, to be held in abeyance until a hearing is requested at some later date.”

Nearly five years later Myles moved to schedule a hearing on the motion for reconsideration of sentence, which the court denied. Myles then filed a “renewed motion” for a hearing, unopposed by the State, but the court again denied the motion.

Thereafter, Myles filed a motion to correct an illegal sentence pursuant to Md. Rule 4-345(a) in which he contended that, by failing to grant his request for a hearing on the motion for reconsideration of sentence, the court breached a material term of the “binding plea agreement,” thereby rendering his sentence illegal. The court concluded that the “plea agreement did not mandate” that it “grant a motion to set a reconsideration hearing.” It acknowledged that, “in its discretion,” it had “denied the motions” for a hearing, but found that “this did not violate the terms of the plea” and, therefore, Myles’ sentence was “not illegal.”

## DISCUSSION

As he did below, Myles asserts that the court’s failure to grant his request for a hearing on his motion for reconsideration of sentence violated the terms of the plea agreement, making his sentence “inherently illegal.” Even if we were to conclude that the court violated the terms of the agreement, we nonetheless hold that Myles’s sentence is legal and, thus, the court did not err in denying his motion to correct the sentence. We explain.

Rule 4-345(a) provides that a “court may correct an illegal sentence at any time.” The Court of Appeals has made clear that “[t]he scope of this privilege . . . is narrow[.]” *Chaney v. State*, 397 Md. 460, 466 (2007). Thus, the Court has held that a sentence is “illegal” for purposes of Rule 4-345(a) only where there was no conviction warranting any sentence, *id.*; where the sentence imposed was not a permitted one, *id.*; or where the sentence imposed exceeded the sentence agreed upon as part of a binding plea agreement. *Matthews v. State*, 424 Md. 503, 514 (2012). But relief is not possible under Rule 4-345(a) where “the sentences imposed were not inherently illegal, despite some form of error or alleged injustice.” *Id.* at 513. In other words, “a trial court error during the sentencing proceeding is not ordinarily cognizable under Rule 4-345(a) where the resulting sentence or sanction is itself lawful.” *Montgomery v. State*, 405 Md. 67, 74-75 (2008) (quoting *Evans v. State*, 382 Md. 248, 279 (2004) *cert. denied*, 543 U.S. 1150 (2005)). Rather, the “illegality must inhere in the sentence, not in the judge’s actions.”

*State v. Wilkins*, 393 Md. 269, 284 (2006). “[T]he focus,” therefore, “is not on whether the judge’s ‘actions’ are *per se* illegal but whether the sentence itself is illegal.” *Id.*

Myles’s sentence is not illegal. He was convicted of second-degree murder and the use of a handgun in the commission of a crime of violence and the sentences imposed did not exceed statutorily permitted maximum penalty. *See* § 2-204 and § 4-204 of the Criminal Law Article of the Maryland Code. Nor did the sentence exceed what was agreed to under the sentencing terms of the parties’ agreement, that is, twenty years’ imprisonment, the first five years without parole, on the handgun offense, and a consecutive term of thirty years’ imprisonment, all suspended, for the murder. Although the motion for reconsideration of sentence may have been an integral part of the parties’ agreement, the fact that the court did not schedule a hearing on the motion does not render Myles’s sentence “inherently illegal,” and Myles cannot force the court to schedule a hearing by filing a motion under Rule 4-345(a).<sup>2</sup> The agreement, while clearly contemplating that a motion for reconsideration would be filed, did not bind the court to reduce the sentence at some future date. In short, Myles’s sentence – proper on its face – did not become an “illegal sentence” because of some arguable procedural flaw.

**JUDGMENT OF THE CIRCUIT COURT  
FOR PRINCE GEORGE’S COUNTY  
AFFIRMED. COSTS TO BE PAID BY  
APPELLANT.**

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<sup>2</sup> For the purposes of this appeal, we need not (and do not) decide whether the court breached the terms of any plea agreement.