

*This opinion is nonprecedential except as provided by
Minn. R. Civ. App. P. 136.01, subd. 1(c).*

**STATE OF MINNESOTA
IN COURT OF APPEALS
A21-0414**

E Xiong, petitioner,
Appellant,

vs.

State of Minnesota,
Respondent.

Filed November 22, 2021

**Affirmed
Cochran, Judge**

Scott County District Court
File Nos. 70-CR-19-2527, 70-CR-19-2898

Cathryn Middlebrook, Chief Appellate Public Defender, Gina D. Schulz, Assistant Public Defender, St. Paul, Minnesota (for appellant)

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

Ronald Hocesvar, Scott County Attorney, John Patrick Monnens, Assistant County Attorney, Shakopee, Minnesota (for respondent)

Considered and decided by Slieter, Presiding Judge; Worke, Judge; and Cochran, Judge.

NONPRECEDENTIAL OPINION

COCHRAN, Judge

Appellant challenges the district court's order denying in part his petition for postconviction relief. In his postconviction petition, appellant sought to withdraw two

guilty pleas. The district court granted his petition as to one plea but denied his petition as to the other plea. On appeal, he argues that the district court abused its discretion because he entered both pleas as part of a global agreement and therefore must be permitted to withdraw from the entire agreement. Because the district court did not abuse its discretion, we affirm.

FACTS

In February 2019, respondent State of Minnesota charged appellant E Xiong with giving a false name to a peace officer in violation of Minn. Stat. § 609.506, subd. 2 (2018), a gross-misdemeanor offense, and misdemeanor trespass in violation of Minn. Stat. § 609.605, subd. 1(b)(8) (2018). About a week later, the state charged Xiong in a separate complaint with felony fifth-degree possession of a controlled substance in violation of Minn. Stat. § 152.025, subd. 2(1) (2018), and gross-misdemeanor introduction of contraband into a jail in violation of Minn. Stat § 641.165, subd. 2(a) (2018).

In March 2019, Xiong entered guilty pleas in both cases at an omnibus hearing. The hearing also served as a probation violation hearing for a previous offense.

At the beginning of the hearing, the district court said, “[W]e’re here for a couple omnibus hearings and a probation violation. What are we doing?” Xiong’s attorney explained:

Your honor, it’s my understanding that on File 19-2527, the State’s going to amend the charge to 609.506, subdivision 1, a misdemeanor false name. Mr. Xiong will plead guilty to that; he’d also plead guilty [to] Count 1 in the File 2898, which is fifth drug possession; and he will admit being in violation of his probation on 19203.

The district court then questioned Xiong's attorney about the felony drug-possession charge, probation violation, and misdemeanor false-name charge, in that order. The district court first asked, "[W]hat is the agreement on the felony?" In response, Xiong's attorney said:

Basically, Your Honor, we have an agreement that probation would be up to five years; that he would get a chemical use assessment and follow the recommendations; he would have no use and be subject to testing; there would be a 90-day cap on jail, which we will argue; and fine would be left to the Court.

Xiong's attorney then explained that "on the . . . probation violation, Probation is asking for that to be changed to a stay of execution, which would be a year and a day, and they're asking for 60 days." Then the district court asked, "And the sentence on the misdemeanor false info?" Xiong's attorney responded, "Your Honor, I assume it would be whatever jail time concurrent."

Xiong then signed a written plea petition that included both file numbers. On the line of the petition stating the agreement between the parties, only the agreement on the felony drug-possession charge appeared written out. Xiong then provided a factual basis for his guilty pleas, and the district court convicted him of both offenses and imposed separate sentences.

In October 2020, Xiong filed a petition for postconviction relief seeking to withdraw both guilty pleas. In his postconviction petition, Xiong argued that his misdemeanor false-name plea was inaccurate because the record did not show a sufficient factual basis to support his plea. As a result, he maintained that withdrawal of the plea was necessary

to correct a manifest injustice. With regard to his plea to felony drug possession, Xiong made a different argument. Xiong did not argue the plea was inaccurate, but instead argued that he should be permitted to withdraw his drug-possession plea because it was part of a global plea agreement with the false-name charge, and therefore the invalidation of the false-name plea entitled him to withdraw from the entire plea agreement.

Xiong did not file any affidavits or other evidence to support his postconviction petition, nor did he request an evidentiary hearing. Instead, he relied solely on the record from the plea hearing.

The district court granted in part and denied in part Xiong's postconviction petition. Based on the record from the plea hearing, the court determined that Xiong's misdemeanor false-name plea was not supported by a sufficient factual basis and granted his request to withdraw that plea on the basis that it was inaccurate. But the district court denied Xiong's request to withdraw his felony drug-possession plea, concluding that the two pleas were not part of a global plea deal under which both pleas must either stand or fall together. The district court found that there was no evidence to suggest that Xiong or the state "entered [into] their agreements on each file in consideration of the agreement on the other file." Rather, the court found that the "evidence overwhelmingly suggests the agreements were made independently." The district court also determined that the pleas were not part of a global agreement because allowing Xiong to withdraw the misdemeanor false-name plea would not alter the parties' bargained-for exchange on the felony drug-possession plea.

Xiong appeals.

DECISION

Xiong argues that the district court abused its discretion when it denied in part his postconviction petition to withdraw his guilty pleas after determining that they were not entered as part of a global plea agreement. We disagree.

We review a district court's denial of a postconviction petition for an abuse of discretion. *Chavez-Nelson v. State*, 948 N.W.2d 665, 671 (Minn. 2020). A district court does not abuse its discretion when it denies a petition for postconviction relief unless it has "exercised its discretion in an arbitrary or capricious manner, based its ruling on an erroneous view of the law, or made clearly erroneous factual findings." *Henderson v. State*, 906 N.W.2d 501, 505 (Minn. 2018) (quoting *Brown v. State*, 863 N.W.2d 781, 786 (Minn. 2015)). When reviewing a denial of a postconviction petition, we review legal issues de novo. *Pearson v. State*, 891 N.W.2d 590, 596 (Minn. 2017). We limit our review of factual issues to determining whether there is sufficient evidence in the record to support the postconviction court's findings. *Id.*

Xiong contends that the district court abused its discretion when it determined that his plea agreements were made independently and denied his request to withdraw his felony drug-possession plea on that ground. He argues that his two pleas were made as part of a global plea deal and are not severable. As a result, Xiong maintains that the district court's decision to invalidate his misdemeanor false-name plea required the district court to grant his request to withdraw his felony drug-possession plea as well.

Plea agreements represent bargained-for understandings between the state and defendants in which the parties give up rights and assume risks in exchange for certainty

about the outcome of criminal proceedings. *State v. Meredyk*, 754 N.W.2d 596, 603 (Minn. App. 2008). When the state and a defendant reach a global plea agreement across several court files, it may be inappropriate for a court to change only one part of the agreement. *State v. Misquadace*, 629 N.W.2d 487, 491 (Minn. App. 2001), *aff'd*, 644 N.W.2d 65 (Minn. 2002). That is because altering only one portion of a global plea agreement may allow one party to retain all the benefits of the bargain but avoid some or all of the consequences that they had agreed to. *See id.* (remanding for resentencing after sentencing error on “intricate plea agreement involving many crimes” because “[e]verything was interrelated” to such an extent that “it would be inappropriate . . . to make piecemeal corrections without regard to the effect of the corrections on the plea bargain”). In determining whether multiple pleas are interrelated, district courts typically examine the parties’ intent and whether the offenses themselves are related. *See Misquadace*, 629 N.W.2d at 491 (considering the parties’ respective objectives to determine interrelatedness); *State v. Montermini*, 819 N.W.2d 447, 455 (Minn. App. 2012) (concluding that the district court did not err in granting the state’s motion to vacate other convictions implicated by the plea agreement in a case involving “several interrelated alleged offenses”).

As a preliminary matter, the parties disagree as to whether the district court’s determination that the pleas were made independently (and not as part of a global plea agreement) involves a question of law or fact. We begin our analysis with that question. The question is important because it affects the legal standard that we apply to review the district court’s determination.

In the context of plea agreements, *what* the parties agreed to is a factual determination made by the district court. *State v. Brown*, 606 N.W.2d 670, 674 (Minn. 2000). We review factual determinations for clear error. *Pearson*, 891 N.W.2d at 596. “Issues involving the interpretation and enforcement of plea agreements, however, are issues of law that we review de novo.” *Brown*, 606 N.W.2d at 674.

Xiong argues that determining whether his pleas were entered independently or as part of a global agreement is a question of legal interpretation because “what the parties agreed to is memorialized in the transcript and the plea petition, and the facts themselves are undisputed.” The state argues that determining whether two pleas are part of a global agreement is a question of fact and that the district court’s finding that there was no global agreement “cannot be said to be against logic and the facts in the record.”

We conclude that the district court’s determination as to whether the two pleas were entered as part of a global plea agreement decided a question of fact. Making that determination required analyzing the interrelatedness of the pleas. *See Misquadace*, 629 N.W.2d at 491. That determination was made by the district court based on the evidence in the record of the parties’ intent. Although the terms of the individual pleas for each offense are not disputed, whether the parties intended to enter into a global plea agreement or not is a separate determination that depends on what the parties agreed to, as evidenced by the record. And what the parties agreed to is a factual determination. *Brown*, 606 N.W.2d at 674. Therefore, the district court’s determination that Xiong entered his pleas independently is a factual finding, which we review for clear error. *Pearson*, 891 N.W.2d at 596.

We next turn to whether the district court’s finding is clearly erroneous. Findings of fact are clearly erroneous when they are “manifestly contrary to the weight of the evidence or not reasonably supported by the evidence as a whole.” *In re Commitment of Kenney*, 963 N.W.2d 214, 221 (Minn. 2021) (quoting *Tonka Tours, Inc. v. Chadima*, 372 N.W.2d 723, 726 (Minn. 1985)). When applying the clear error standard, we “view the evidence in a light favorable to the findings.” *Id.*

The district court found no evidence to suggest that Xiong or the state entered each plea agreement “in consideration of the agreement on the other file, or that the agreements can be considered one ‘interrelated’ agreement such that relieving the parties of their obligations in one has any impact on their expectations in the other.” Specifically, the district court found that the parties treated the agreements separately. The district court also noted that the fact that the court heard the cases together and accepted a single plea petition showed only the parties’ interest in efficiency rather than any expectations regarding the plea agreements themselves. The district court therefore denied Xiong’s request to withdraw his drug-possession plea even though it concluded that Xiong could withdraw his false-name plea because “allowing withdrawal of the false-information plea would not alter the parties ‘bargained-for exchange’ in the possession plea.”

Viewed in a light favorable to the district court’s findings, the evidence as a whole reasonably supports the district court’s determination that Xiong’s pleas were made independently. Xiong’s counsel explained the agreements separately at the plea hearing, addressing the felony plea, probation violation, and misdemeanor plea in turn. Xiong’s pleas were entered separately, and the district court imposed sentences on each file

separately. While Xiong’s defense counsel referred to “the plea agreement” and “this plea agreement” when going through Xiong’s waiver of his trial rights, neither party said anything at the plea hearing to expressly indicate or even suggest that the two pleas were interrelated or dependent on each other. As Xiong concedes, “there is no explicit language linking the files.”

The record further shows that the false-name and drug-possession offenses themselves were not related, and the state had no interest in having the offenses considered and sentenced “together as part of one ‘package’” out of concern that invalidating one of the pleas would fragment the prosecution. *See Montermini*, 819 N.W.2d at 455. Xiong similarly would not be denied the benefit of any part of the plea bargain in the felony drug-possession case if the misdemeanor false-name case were reprosecuted. Though Xiong’s plea agreements included a decision by the state not to charge certain conduct, the charges that the state agreed to drop—misdemeanor trespass and introduction of contraband into a jail—were not connected to or dependent on each other. The record evidence supports the district court’s determination that the two pleas were not part of a global plea deal.

We are not persuaded otherwise by Xiong’s argument that certain evidence could support a finding that the parties entered into a global plea agreement. Xiong notes that the parties discussed both pleas at the same hearing and Xiong signed a single plea agreement. Further, Xiong emphasizes that the parties did not have a specific agreement as to his sentence on the misdemeanor false-name offense at the time of the plea hearing. It was assumed that the sentence would be concurrent jail time. Xiong maintains these

facts support his view that the pleas were part of a global plea deal. Xiong's argument, however, fails to consider the record as a whole. In reviewing a finding of fact, we will not conclude that a district court clearly erred unless "*on the entire evidence*, we are left with a definite and firm conviction that a mistake has been committed." *Kenney*, 963 N.W.2d at 221 (emphasis added) (quotation omitted). As discussed above, record evidence supports the district court's determination that the parties did not enter into a global plea agreement. And when the record reasonably supports the finding at issue on appeal, it is immaterial that the record might also provide a reasonable basis for a finding to the contrary. *Id.* at 222. Accordingly, this argument does not prevail.

Finally, Xiong argues that the question of whether the pleas were part of a global plea deal is a close one and, on that basis, he contends that the district court should have construed the plea agreements in his favor. He relies on *In re Ashman*, 608 N.W.2d 853 (Minn. 2000), to support his argument. In *Ashman*, the supreme court interpreted the meaning of a phrase used in a plea agreement. *Id.* at 858. The supreme court noted that "plea agreements have been analogized to contracts and principles of contract law are applied to determine their terms." *Id.* But the court then went on to state that "in close cases, plea agreements should be construed to favor [the defendant]" when the terms of the agreement are ambiguous. *Id.* Here, the parties do not dispute the *terms* of a plea agreement. Rather, they disagree as to whether the record factually supports the district court's determination that there were multiple independent agreements and not one interrelated global agreement. As a result, Xiong's reliance on *Ashman* is misplaced and his argument misses the mark.

In sum, the district court's finding that Xiong's pleas were entered independently is not clearly erroneous. And, because the district court did not clearly err when it found that Xiong's pleas were not part of a global plea agreement, the district court acted within its discretion when it denied in part Xiong's petition for postconviction relief on that basis.

Affirmed.