STATE OF MINNESOTA
IN COURT OF APPEALS
A24-0870

State of Minnesota,
Respondent,

vs.

Mykell Steffon Burton,
Appellant.

Filed May 5, 2025
Affirmed
Larkin, Judge

Anoka County District Court
File No. 02-CR-23-999

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

Brad Johnson, Anoka County Attorney, Carl E. Erickson, Assistant County Attorney, Anoka, Minnesota (for respondent)

Cathryn Middlebrook, Chief Appellate Public Defender, Sharon E. Jacks, Assistant Public Defender, St. Paul, Minnesota (for appellant)

Considered and decided by Schmidt, Presiding Judge; Johnson, Judge; and Larkin, Judge.

NONPRECEDENTIAL OPINION

LARKIN, Judge

In this direct appeal from the judgment of conviction for fifth-degree criminal sexual conduct, appellant argues that his guilty plea was involuntary and therefore invalid. We affirm.

FACTS

Respondent State of Minnesota charged appellant Mykell Steffon Burton with two counts of second-degree criminal sexual conduct. Burton initially demanded a jury trial. Later, at a pretrial hearing, Burton's lawyer explained that the parties, including Burton's codefendant, had "extensive negotiations" regarding a plea deal and that the offer at that time was for Burton "to plead guilty or admit probation violations on a separate file in exchange for a dismissal of this file." The judge recognized that Burton's decision was dependent on whether his codefendant pleaded guilty, stating, "So, if [Burton's codefendant] plead[ed] guilty and took his deal with concurrent time, they would dismiss these charges against you, and then you would admit the probation violation." Burton elected to proceed to trial.

When the parties appeared for the scheduled jury trial, Burton's attorney informed the district court that the parties had reached a new plea agreement. Burton would plead guilty to an amended charge of gross-misdemeanor fifth-degree criminal sexual conduct, and the remaining felony-level criminal-sexual-conduct charge would be dismissed. Under this agreement, Burton would receive credit for time served, satisfying the sentence.

The district court placed Burton under oath, and Burton pleaded guilty. Burton offered a petition to plead guilty in support of his plea. Burton and his attorney reviewed the petition on the record. Burton confirmed that he had reviewed the petition "line by line" with his attorney, that no one had made any promises other than those in the plea agreement to get him to plead guilty, that no one made threats to get him to plead guilty, and that he was entering his guilty plea freely and voluntarily.

After Burton's defense counsel finished questioning him, the court performed its own extensive examination, confirming that Burton understood the plea agreement and its terms, that he understood the rights he was giving up, and that his guilty plea was not the result of any threat. Nonetheless, at the end of the examination, Burton stated that he had "no choice" but to plead guilty:

> COURT: The plea agreement is a plea agreement that calls for a plea of guilty to a gross misdemeanor offense. So you're charged with two felony offenses that carry with it prison time. The agreement is, however, that those two charges will be dismissed and instead you'll plead guilty to a gross misdemeanor charge. A gross misdemeanor carries a maximum penalty of 364 days in jail. You've already served 364 days in jail, so you can't serve any more jail time, the file will be closed. Do you understand that plea agreement?
>
> BURTON: I thought it was 365.
>
> COURT: They changed the law, so gross misdemeanors now are 364 instead of 365. Do you have any other questions?
>
> BURTON: So a year is a felony?
>
> COURT: Yeah. Twelve months now is a felony.
>
> BURTON: That's f--ked up.
>
> COURT: Any other questions?
>
> BURTON: No.
>
> COURT: Okay. So you understand that plea agreement, 364 days, credit 364?
>
> BURTON: Yes.
>
> COURT: Okay. And nobody has threatened you to make you plead guilty, have they?

BURTON: I don't know. No.

COURT: Has anybody made a different promise to you other than the gross misdemeanor credit for time served?

BURTON: Made another promise?

COURT: Different promise. If you plead guilty this is what you're going to get.

BURTON: Yeah.

COURT: Something different than the 364?

BURTON: Yes.

COURT: Earlier.

BURTON: It was dismissed.

COURT: Okay. So now this new plea agreement is what you're relying on, this 364 days, that's your understanding?

BURTON: Yeah, that's how it works.

COURT: Okay. And do you want to go forward with your plea?

BURTON: *I have no choice.*

COURT: Well, you do.

BURTON: *I have no choice.*

COURT: So you've had enough time to talk with your attorney, you understand your rights, and you understand the plea agreement and you want to go forward?

BURTON: *I have no choice.*

COURT: Okay. One of the rights you give up when you plead guilty is your right to remain silent, so you have to tell me what you did that makes you guilty of the gross misdemeanor

> charge. The prosecutor is going to ask you some questions about what happened.

(Emphasis added.)

After the court examined Burton, the prosecutor established a factual basis for the guilty plea. The district court accepted the plea. Consistent with the plea agreement, the district court sentenced Burton to serve 364 days in jail and awarded him custody credit for the 364 days he had already served. The district court waived all fines, fees, and surcharges, and closed the file.

Burton appeals.

DECISION

"A defendant has no absolute right to withdraw a guilty plea after entering it." *State v. Raleigh*, 778 N.W.2d 90, 93 (Minn. 2010). However, "a court must allow a defendant to withdraw a guilty plea if withdrawal is necessary to correct a manifest injustice." *State v. Jones*, 7 N.W.3d 391, 395 (Minn. 2024). "A manifest injustice exists when a guilty plea is not valid." *Id.* (quotation omitted). "To be constitutionally valid, a guilty plea must be accurate, voluntary, and intelligent." *Raleigh*, 778 N.W.2d at 94.

"The voluntariness requirement ensures a defendant is not pleading guilty due to improper pressures or coercion." *Id.* at 96. The state "may not produce a plea by actual or threatened physical harm or by mental coercion overbearing the will of the defendant." *Brady v. United States*, 397 U.S. 742, 750 (1970); *see State v. Ecker*, 524 N.W.2d 712, 719 (Minn. 1994). However, "a defendant's motivation to avoid a more serious penalty or set of charges will not invalidate a guilty plea." *Ecker*, 524 N.W.2d at 719. "Whether a plea

is voluntary is determined by considering all relevant circumstances." *Raleigh*, 778 N.W.2d at 96. A defendant bears the burden of demonstrating that his guilty plea was invalid, and we assess the validity of his plea de novo. *Id.* at 94.

Burton contends that his guilty plea was involuntary because he thrice stated "I have no choice" during the plea colloquy and the district court did not inquire further to ensure that his guilty plea was voluntary. Burton notes that it is the district court's responsibility to ensure that a guilty plea is voluntarily entered. *See State v. Milton*, 295 N.W.2d 94, 95 (Minn. 1980) ("The [district] court has the primary responsibility to question a defendant to [e]nsure that there is a factual basis for a guilty plea and that the plea is voluntary and intelligent."). Burton argues that the district court failed to satisfy that duty, asserting that because he repeatedly said, "I have no choice," the district court "was required to ask [him] additional questions to determine whether he was freely choosing to plead guilty."

Burton relies on two Minnesota Supreme Court decisions as support for his position, arguing that those decisions required the district court to explore Burton's statements that he had "no choice." The first case is *State v. Danh*, in which the supreme court stated:

> The state has an obligation to inform the [district] court of the details of a "package deal" or contingent plea agreement with other codefendants at the time a defendant enters a plea. In this case, the state's failure to do so requires a remand to the district court for a postconviction hearing on the issue of the voluntariness of the plea.

516 N.W.2d 539, 540 (Minn. 1994). The *Danh* plea was part of a "package deal," that is, a "contingent plea agreement involving more lenient sentences for three [codefendants], including [Danh's] younger brother." *Id.* The *Danh* court noted its concern that

> "[p]ackage deal" agreements are generally dangerous because of the risk of coercion; this is particularly so in cases involving related third parties, where there is a risk that a defendant, who would otherwise exercise his or her right to a jury trial, will plead guilty out of a sense of family loyalty.

Id. at 542.

Although the *Danh* court stated that it was "not prepared . . . to adopt a rule that 'package deal' plea agreements are per se invalid," the supreme court stressed "that such agreements are fraught with danger, and that the standard . . . inquiry cannot adequately discover coercion in these cases." *Id.* The supreme court therefore held:

> [T]he state must fully inform the [district] court of the details of these agreements at the time a defendant enters a "package deal" plea, and the [district] court must then conduct further inquiries to determine whether the plea is voluntarily made. In future cases, a defendant must be allowed to withdraw his or her guilty plea if the state fails to fully inform the [district] court of the nature of the plea, or if the [district] court fails to adequately inquire into the voluntariness of the plea at the time of the guilty plea. This holding is in accordance with those cases which hold that [district] courts must take extra steps to determine the voluntariness of these types of pleas.

Id. at 542-43 (footnote omitted).

Because of the "unusual circumstances" in *Danh*, that is, "because the details of the plea agreement were not fully disclosed to the [district] court," the supreme court was "concerned that the defendant [had] not been given a full opportunity to litigate the issue of whether his plea was rendered involuntary by the promise of leniency to his brother." *Id.* at 544. Thus, the supreme court concluded that the defendant and the state should have an opportunity to present evidence on this issue at a postconviction hearing. *Id.*

The *Danh* rule is inapplicable here because Burton's guilty plea was not part of a "package deal," and there is no indication that Burton pleaded guilty to obtain leniency for his codefendant. Although the initial plea offer may have been dependent on the outcome of Burton's codefendant's case, Burton rejected that offer. Nothing in the record indicates—and Burton does not allege—that his ultimate guilty plea was part of a package deal. Thus, the district court was not required, under *Danh*, to ask Burton further questions to determine whether he was pleading guilty voluntarily.

The second case on which Burton relies is *Jones*, in which the supreme court stated:

> A guilty plea is inaccurate, thus entitling a defendant to withdraw the plea to correct a manifest injustice . . . when a defendant makes a statement during the plea colloquy essentially negating an element of the charged offense, only leading questions are asked in an attempt to rehabilitate the plea, the statement is neither withdrawn nor corrected by the defendant on the record, and the factual basis for the plea is not sufficiently established by other means.

7 N.W.3d at 393. Burton acknowledges that *Jones* is not directly on point because that case involved a challenge to the accuracy of a guilty plea and not to the voluntariness of a plea. However, Burton asks us to consider and apply *Jones* because "as with voluntariness, it is ultimately the district court's responsibility to ensure a plea is accurate."

"Accuracy requires that the plea be supported by a proper factual basis, that there must be sufficient facts on the record to support a conclusion that defendant's conduct falls within the charge to which he desires to plead guilty." *Id.* at 395 (quotation omitted). A factual basis is inadequate if "the defendant makes statements that negate an essential element of the charged crime," *State v. Iverson*, 664 N.W.2d 346, 350 (Minn. 2003), unless

the guilty plea is rehabilitated. *See State v. Mikulak*, 903 N.W.2d 600, 605 (Minn. 2017) (noting that statements conflicting with a valid plea may be "withdrawn or corrected").

The *Jones* defendant pleaded guilty to third-degree criminal sexual conduct while using force. 7 N.W.3d at 397. Moments after pleading guilty, Jones told the district court that he did not commit "rape." *Id.* at 394. The supreme court noted that "[t]hird-degree criminal sexual conduct is colloquially and historically referred to as 'rape'" and that "[c]ommon definitions of rape include the three elements of third-degree criminal sexual conduct: sexual penetration, without consent, using force." *Id.* at 397. Thus, the supreme court reasoned that "by stating on the record that he did not 'rape' the alleged victim, Jones effectively asserted that he did not commit third-degree criminal sexual conduct." *Id.*

In short, during a plea colloquy intended to support his guilty plea, the *Jones* defendant effectively informed the district court that he was not guilty. Unlike the conflicting statements in *Jones*, Burton's statements that he had "no choice" did not effectively convey that Burton was pleading guilty "due to improper pressure or coercion," *Raleigh*, 778 N.W.2d at 96, or due to "actual or threatened physical harm, or by mental coercion" overbearing his will. *Ecker*, 524 N.W.2d at 719. Again, at the plea hearing, Burton acknowledged that "no one else [had] made other promises to [him] to get [him] to plead guilty," that no one was "making any threats to [him] to get [him] to plead guilty," and that he was "entering [his] plea freely and voluntarily." In its own examination of Burton, the court confirmed that no one had threatened him to make him plead guilty.

On this record, it is likely that Burton's statements that he had "no choice" reflect his assessment that the plea negotiation was his best chance of minimizing the potential

consequences of the criminal charges. Indeed, at a previous hearing, Burton's attorney informed the court that Burton "understands his exposure significantly increases by going to trial." "[A] defendant's motivation to avoid a more serious penalty or set of charges will not invalidate a guilty plea." *Id.*

In sum, although Burton's statements that he had "no choice" may seem inconsistent with his statements denying threats or promises outside of the plea agreement, they do not rise to the level of negating those statements. Unlike *Jones*, where the relevant statement negated the guilty plea and called the accuracy of the plea into question, the relevant statements in this case are at best ambiguous and do not negate Burton's multiple statements indicating that his guilty plea was voluntary. We therefore do not apply *Jones* here.

Because the district court did not err by not further questioning Burton regarding the voluntariness of his guilty plea, we neither vacate his plea nor remand for the district court to further inquire into the validity of his plea.

Affirmed.