

SUPREME COURT OF THE STATE OF IDAHO

State v. Carey Mitchell Baker

156 Idaho 209 (2014) · No. 39877 · Decided March 28, 2014

SUMMARY

The Idaho Supreme Court considered whether a plea agreement entered with the Boise City Attorney barred subsequent prosecution by the Coeur d’Alene City Attorney for related protection-order violations in Kootenai County. The court held that the agreement bound the Kootenai County prosecutor because both prosecutors acted as agents of the State of Idaho, and it affirmed vacatur of the eleven convictions as specific performance of the agreement.

CASE DETAILS

COURT	Supreme Court of the State of Idaho
WRITING FOR THE COURT	Schroeder, J. pro tem; Burdick, C.J.; Eismann, J.; Jones, J.; Horton, J.
JURISDICTION	Idaho
DECIDED	March 28, 2014
DOCKET	39877
DISPOSITION	affirmed
PROCEDURAL POSTURE	The State appealed from the district court's decision, issued in its intermediate appellate capacity, vacating Baker's convictions on eleven misdemeanor counts of violating a civil protection order. The district court had affirmed the magistrate court's dismissal of one duplicative count but reversed the denial of Baker's motion to dismiss the remaining counts.
STANDARD OF REVIEW	The Supreme Court directly reviews the district court's decision to determine whether it correctly decided the issues presented. Whether a plea agreement was breached is a question of law reviewed de novo under contract-law standards; factual determinations concerning interpretation of an ambiguous term are reviewed for clear error.
PRECEDENTIAL VALUE	published precedential opinion
PARTIES	State of Idaho v. Carey Mitchell Baker

TOPICS

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QUESTIONS PRESENTED

1. Whether a plea agreement entered by the Boise City Attorney in Ada County bound the Coeur d'Alene City Attorney in Kootenai County when venue for the offenses was proper in either county.
2. Whether the plea agreement was ambiguous and therefore required construction in Baker's favor.
3. Whether dismissal or specific performance was an appropriate remedy for the State's prosecution of charges covered by the plea agreement.

HOLDINGS

1. A plea agreement entered by the Boise City Attorney, acting as an agent of the State of Idaho, bound the Coeur d'Alene City Attorney because both prosecutors were members of the State's prosecutorial branch and had authority to prosecute the same charges in either county.
2. The plea agreement was ambiguous concerning the meaning of the term "the State," and the ambiguity was properly resolved in Baker's favor to cover the Kootenai County charges.
3. Specific performance enforcing the plea agreement was an appropriate remedy, and the district court did not abuse its discretion by vacating the eleven Kootenai County convictions rather than requiring Baker to withdraw his Ada County guilty plea.

KEY QUOTATIONS

"The plea agreement entered into by the City Attorney in Ada County is binding on the Coeur d'Alene City Attorney." (at 214)

"Baker thought he would not be prosecuted for any additional charges by any prosecutor in Idaho." (at 216)

"Where a plea agreement rests on a promise of the prosecutor such a promise must be fulfilled." (at 217)

FACTUAL BACKGROUND

Baker and Robyn Shea divorced in 2009, and Shea obtained a civil protection order against Baker. Baker sent Shea multiple phone messages in violation of the order, including messages received in Ada and Kootenai Counties. Baker pleaded guilty in Ada County under an agreement that the State would pursue no other charges for qualifying violations, but Kootenai County later prosecuted him for eleven additional messages unknown to the Ada County prosecutor when the agreement was made.

PROCEDURAL HISTORY

Baker pleaded guilty in Ada County to one violation of a civil protection order under a plea agreement in which the State promised to pursue no other charges for qualifying calls made before February 17, 2010. Kootenai County later prosecuted Baker for eleven other calls, and a jury convicted him on all eleven counts. The district court vacated those convictions, holding that the Boise City Attorney's plea agreement bound the Coeur d'Alene City Attorney and that specific performance was the proper remedy. The Idaho Supreme Court affirmed.

DISPOSITION

affirmed

CASES CITED

- Idaho Dep't of Health & Welfare v. Doe, 148 Idaho 124, 126, 219 P.3d 448, 450 (2009)
- State v. Peterson, 148 Idaho 593, 595-96, 226 P.3d 535, 537-38 (2010)
- State v. Lampien, 148 Idaho 367, 378, 223 P.3d 750, 761 (2009)
- State v. Amerson, 129 Idaho 395, 401, 925 P.2d 399, 405 (Ct. App. 1996)
- State v. Burson, 698 S.W.2d 557, 559 (Mo. Ct. App. 1985)
- Lee v. State, 501 So. 2d 591, 593 (Fla. 1987)
- State v. Harris, 6 P.3d 1218, 1225 (Wash. Ct. App. 2000)
- Allen v. Hadden, 57 F.3d 1529, 1535-36 (10th Cir. 1995)
- United States v. Harvey, 791 F.2d 292, 303 (4th Cir. 1986)
- United States v. Carter, 454 F.2d 426 (4th Cir. 1972)
- Montan v. Milinovich, 812 P.2d 338, 340 (Mont. 1991)
- Arizona v. Rogel, 568 P.2d 421, 423 (Ariz. 1977)
- Utah v. Thurston, 781 P.2d 1296, 1300 (Utah Ct. App. 1989)
- State v. Cope, 142 Idaho 492, 495, 129 P.3d 1241, 1244 (2006)
- State v. Gomez, 153 Idaho 253, 257, 281 P.3d 90, 94 (2012)
- United States v. De la Fuente, 8 F.3d 1333, 1338 (9th Cir. 1993)
- State v. Wills, 140 Idaho 773, 775, 102 P.3d 380, 382 (Ct. App. 2004)
- Santobello v. New York, 404 U.S. 257, 262 (1971)
- State v. Deserly, 188 P.3d 1057 (Mont. 2008)
- State v. Brinson, 210 P.3d 164 (Mont. 2009)