

COURT OF APPEALS OF GEORGIA

Minter-King v. The State

A25A1673 (Ga. Ct. App. Mar. 3, 2026) · No. A25A1673 · Decided March 3, 2026

SUMMARY

The Georgia Court of Appeals reversed the denial of Mikai Minter-King’s motion to enforce a plea agreement. The court held that the written agreement, which Minter-King accepted and which required truthful testimony but did not require a formal proffer, contained agreement on the essential terms and was enforceable. The agreement remained binding despite the replacement of the prosecutor who negotiated it.

CASE DETAILS

COURT	Court of Appeals of Georgia
WRITING FOR THE COURT	Barnes, Presiding Judge; Brown, Chief Judge; Watkins, Judge
JURISDICTION	Court of Appeals of Georgia
DECIDED	March 3, 2026
DOCKET	A25A1673
DISPOSITION	reversed
PROCEDURAL POSTURE	Interlocutory appeal from the denial of a motion to enforce a plea agreement.
STANDARD OF REVIEW	Whether a plea agreement is enforceable is a question of law reviewed without deference to the trial court.
PRECEDENTIAL VALUE	Published and precedential
PARTIES	Mikai Minter-King v. The State

TOPICS

- plea bargaining
- contract interpretation
- interlocutory appeal
- appellate procedure
- contracts

PRACTICE AREAS

- criminal procedure
- contracts
- appellate procedure

QUESTIONS PRESENTED

1. Whether the parties formed an enforceable plea agreement when the State made a written offer requiring truthful testimony but not a formal proffer, and Minter-King accepted that offer.
2. Whether a successor prosecutor could refuse to enforce the accepted plea agreement by adding an on-the-record proffer requirement.
3. Whether the absence of agreement regarding the scope or form of a proffer rendered the plea agreement unenforceable.

HOLDINGS

1. A written plea agreement is enforceable when the parties have agreed on its essential terms, even if they have not agreed on a nonessential term such as the form or scope of a proffer. Because the State's written offer required truthful testimony but did not require a formal proffer, and Minter-King accepted the offer, the parties formed an enforceable agreement.
2. A valid and enforceable plea agreement is generally binding on successive prosecutors and cannot be unilaterally altered by a new prosecutor.

KEY QUOTATIONS

“Key to the “principles of contract law is that a contract is enforceable as long as the parties have reached agreement on the essential terms, and the absence of agreement on nonessential terms does not render the agreement unenforceable.”” (at 4)

“The integrity of the office of the district attorney demands that promises made by the district attorney are binding on his successor to the extent that they are valid and enforceable.” (at 6)

FACTUAL BACKGROUND

The State sent Minter-King a written plea offer under which he would plead guilty to robbery, receive a recommended sentence of ten years with three to serve, and have the remaining charges nolle prossed. The offer required truthful testimony in related proceedings but did not mention a formal proffer, and Minter-King accepted the offer by email before its expiration. At the scheduled plea hearing, a new prosecutor demanded an on-the-record proffer, which Minter-King declined; the State then refused to proceed under the written agreement. The former prosecutor testified that the written offer was the entirety of the agreement and that no prior agreement required a proffer.

PROCEDURAL HISTORY

Minter-King was charged with multiple gang-related and violent offenses. After the State offered a written plea agreement, Minter-King accepted it, but a new prosecutor later sought an on-the-record proffer as an additional condition and refused to proceed when Minter-King declined. The trial court denied Minter-King's motion to enforce the agreement, and the Court of Appeals granted interlocutory review and reversed.

DISPOSITION

reversed

CASES CITED

- Campbell v. State, 320 Ga. 333, 356 (7) (b) (907 SE2d 871) (2024)
- Syms v. State, 331 Ga. App. 225, 227-28 (770 SE2d 305) (2015)
- State v. Harper, 271 Ga. App. 761, 762 (1) (610 SE2d 699) (2005)
- Glover v. State, 258 Ga. App. 527, 529 (574 SE2d 565) (2002)
- State v. Hanson, 249 Ga. 739, 746 (4) (295 SE2d 297) (1982)

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