

IN THE COURT OF APPEALS OF THE STATE OF NEVADA

LIESL SUZANNE HALE,
Appellant,
vs.
THE STATE OF NEVADA,
Respondent.

No. 68793

FILED

MAR 16 2016

TRACIE K. LINDEMAN
CLERK OF SUPREME COURT
BY S. Young
DEPUTY CLERK

ORDER OF AFFIRMANCE

This is an appeal from a judgment of conviction entered pursuant to a guilty plea of burglary; fraudulent use of a credit card or debit card; and unauthorized signing of a credit card, debit card, or related document with the intent to defraud. Tenth Judicial District Court, Churchill County; Thomas L. Stockard, Judge.

Appellant Liesl Hale claims “the State [failed] to scrupulously follow the terms of the plea agreement.” The written plea agreement provided in relevant part, “if I appear for all of my court dates, including sentencing, the State will allow me to withdraw my guilty plea and enter a guilty plea at sentencing to Counts 1, 8 and 9.” Hale argues “[she] was not allowed to withdraw her plea with respect to the three charges and plead anew.” Hale did not allege the State breached the plea agreement in the court below.

“When the State enters into a plea agreement, it is held to the most meticulous standards of both promise and performance,” *Sparks v. State*, 121 Nev. 107, 110, 110 P.3d 486, 487 (2005) (internal quotation

marks omitted), and a "violation of either the terms or the spirit of the agreement requires reversal," *Sullivan v. State*, 115 Nev. 383, 387, 990 P.2d 1258, 1260 (1999). We review unpreserved allegations that the State breached a plea agreement for plain error. *Id.* at 387 n.3, 990 P.2d at 1260 n.3; *Hanley v. State*, 97 Nev. 130, 137, 624 P.2d 1387, 1391 (1981), *abrogated on other grounds as stated in Woods v. State*, 114 Nev. 468, 475-76, 958 P.2d 91, 96 (1998).

At her arraignment, Hale pleaded guilty to all ten criminal counts contained in the charging document. She explained the negotiations to the district court, informing the court the State had stipulated to her own recognizance release prior to sentencing and, "if she appears on her sentencing date, then she'll be allowed to withdraw her plea with respect to Counts Two, Three, Four, Five, Six, Seven and Ten and she will only be sentenced on Counts One, Eight and Nine."


At her sentencing, Hale moved "to withdraw her guilty plea with respect to Counts Two, Three, Four, Five, Six, Seven and Ten as part of the negotiations that if she appeared for sentencing those charges would be—she would be allowed to withdraw her guilty plea with respect to them." The State indicated that Hale's motion correctly reflected the parties' negotiations, and the district court granted the motion without objection.

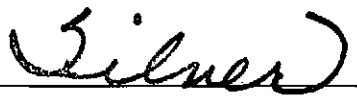
We conclude Hale received the benefit of her bargain and she has failed to demonstrate plain error. *See Sullivan*, 115 Nev. at 387, 990 P.2d at 1260 ("A plea agreement is construed according to what the

defendant reasonably understood when he or she entered the plea.”).
Accordingly, we

ORDER the judgment of conviction AFFIRMED.


_____, C.J.
Gibbons


_____, J.
Tao


_____, J.
Silver

cc: Hon. Thomas L. Stockard, District Judge
David Kalo Neidert
Attorney General/Carson City
Churchill County District Attorney/Fallon
Churchill County Clerk