

BOISE, FRIDAY, JUNE 12, 2020, AT 10:00 A.M.

IN THE SUPREME COURT OF THE STATE OF IDAHO

STATE OF IDAHO,

Plaintiff-Respondent,

V.

DARIUS WAYNE HAWS,

Defendant-Appellant.

Docket No. 47800

Appeal from the District Court of the Seventh Judicial District of State of Idaho,
Fremont County. Gregory M. Moeller, District Judge.

Eric D. Frederickson, State Appellate Public Defender, Boise, for appellant.

Lawrence G. Wasden, Idaho Attorney General, Boise, for respondent.

Darius Haws appeals from the judgments of conviction entered against him upon his guilty pleas to delivery of a controlled substance and battery on a police officer. Haws' guilty pleas were entered pursuant to plea agreements in which he waived his right to appeal his convictions or sentences. The district court sentenced Haws to two years fixed, with four years indeterminate, for the delivery charge; and one year fixed, with three years indeterminate, for the battery charge. Further, the sentences were to run consecutively. Additionally, the district court retained jurisdiction. However, after Haws performed poorly during the period of retained jurisdiction, the district court relinquished jurisdiction and imposed the original sentences.

Haws appealed, arguing that the district court abused its discretion in relinquishing jurisdiction and that his sentences were excessive. In response, the State sought to have Haws' appeal dismissed because Haws expressly waived his right to appeal his sentences in the plea agreements he signed. The Court of Appeals agreed, dismissing Haws' challenge to his sentences and affirming the district court's decision to relinquish jurisdiction.

Haws filed a petition for review, arguing that the Court of Appeals incorrectly held that he had forfeited the right to address the validity of his plea agreements by not raising an issue of validity of those waivers in his opening brief. Instead, Haws contends that it is the State's obligation to assert the applicability of the appellate waiver, and Haws should have the opportunity to respond in his reply brief. Additionally, Haws contends that his appellate waiver was not made knowingly, intelligently, or voluntarily because the district court made a statement that conflicted with the written plea agreements by noting that Haws had the right to appeal his sentences.