FIRST DISTRICT COURT OF APPEAL
STATE OF FLORIDA

No. 1D2025-3227

STATE OF FLORIDA,

Appellant,

v.

C.H.R.,

Appellee.

On appeal from the Circuit Court for Walton County.
Jeffrey E. Lewis, Judge.

November 12, 2026

OSTERHAUS, J.

The State appeals from a juvenile disposition in which the trial court imposed probation and a suspended commitment to a secure Department of Juvenile Justice (DJJ) facility. The State argues for reversal because its plea agreement contemplated an actual commitment of the juvenile to a secure facility, not just a suspended commitment. As a jurisdictional matter, however, the State can only appeal the disposition here if it is "illegal." *See* § 985.534(1)(b)5., Fla. Stat. The trial court's disposition was not illegal nor is certiorari review available to the State. Consequently, we dismiss the State's appeal.

I.

After the State charged appellee C.H.R. as a juvenile with robbery while armed with a firearm, aggravated assault by threat with a deadly weapon, and improper exhibition of a firearm, the parties reached a plea agreement which called for a commitment to a secure DJJ facility. The court accepted Appellee's plea, but then deferred its disposition so that DJJ could prepare a predisposition report, make a risk assessment, and help determine what restrictiveness level of commitment was suitable for Appellee.

The predisposition report returned a mixed recommendation, the crux of which was that

> [Appellee] scores a low risk to reoffend and does not meet DJJ criteria for a commitment recommendation. [DJJ] respectfully recommends that [Appellee] be placed on probation. If the court is inclined to commit this youth, DJJ recommends a moderate risk program followed by conditional release.

In a subsequent hearing, the trial court recognized the difficulty of reconciling DJJ's probation recommendation with the parties' agreement on a commitment to a DJJ facility. The State pressed the court to commit Appellee in accordance with the plea agreement or to let it withdraw Appellee's already-entered plea. But ultimately, over the State's objection, the court imposed a suspended moderate-level commitment to a secure DJJ facility on the condition "that [Appellee] be placed on a period of intensive juvenile probation with electronic monitoring." Among other terms of Appellee's probation, the court ordered a suspension of Appellee's driver's license, a daily curfew, 100 hours of community service, an anger management course, full-time employment, schooling, or a combination thereof not less than 40 hours per week, continued individual therapy, random urinalysis, restitution, written letters of apology to each of the victims, and a 1000-word essay to the court. The State then appealed.

II.

The State argues that the trial court erred by deviating from the commitment portion of the parties' plea agreement when it suspended the DJJ commitment and imposed probation. It asserts that the plea agreement bound the trial court to actually commit Appellee to a state program.

Before going to the merits of this issue, however, we must address Appellee's jurisdictional argument. Unlike defendants who enjoy more plenary rights to appeal a criminal disposition, the State possesses limited appeal rights. *State v. Gaines*, 770 So. 2d 1221, 1227 n.8 (Fla. 2000) (noting "that the State's right to appeal an adverse ruling is a limited one that is strictly governed by statute, rule and overriding constitutional principles"). Appellee asserts that the State lacks statutory authority to appeal because the trial court didn't enter an "illegal disposition," which is the only applicable statutory- or rule-based provision under which the State could have appealed here. § 985.534(1)(b)5., Fla. Stat.; *see also* Fla. R. App. P. 9.145(c)(1)(G) (allowing the State to appeal dispositions "constituting an illegal disposition"). The State counters that the disposition was indeed an illegal one.

An "illegal disposition" is not defined in the Florida Statutes. It has been defined narrowly by courts as dispositions "beyond the statutory authority of the court to impose." *State v. F.G.*, 630 So. 2d 581, 583 (Fla. 3d DCA 1993) (district court opinion adopted by the Florida Supreme Court in *State v. F.G.*, 638 So. 2d 515 (Fla. 1994)); *cf. Maye v. State*, 436 So. 3d 416, 419 (Fla. 2026) (citing definitions of "illegal sentence" as "one that no judge under the entire body of sentencing laws could possibly impose" or one that "patently fails to comport with statutory or constitutional limitations"). For instance, it is "well established that disposition orders which provide for indeterminate periods of commitment or community control that exceed the statutory maximum for the offenses constitute illegal dispositions." *T.C.* v. *State*, 736 So. 2d 698, 698 (Fla. 1st DCA 1998). But a "procedural error leading up to the entry of a final disposition order in a juvenile delinquency case" is not an illegal disposition. *F.G.*, 638 So. 2d at 515.

The State stakes its jurisdictional argument on the binding authority of the parties' plea agreement to control the trial court's

disposition. In the State's view, it was illegal for the trial court after accepting Appellee's plea to depart from the commitment disposition set forth in the parties' plea agreement.

The problem with this argument, however, is that trial courts don't give over their dispositional authority to the parties when there is a plea agreement. The trial court wasn't a party to the plea negotiations or the agreement here. And we have held that "a trial court cannot and will not be bound by a plea agreement, even when the court has approved or accepted it." *Parson v. State*, 415 So. 3d 788, 792 (Fla. 1st DCA 2025); *see also Goins v. State*, 672 So. 2d 30, 31 (Fla. 1996) ("Even though the plea has been accepted and regardless of whether the judge participated in the negotiations, the judge is never bound to honor the agreement."). In consequence, the court's departure from the disposition agreed to in the parties' plea agreement, standing alone, isn't an "illegal disposition."* In fact, the court may have satisfied the bare terms of the plea agreement by ordering a moderate risk DJJ commitment here, before exercising its authority to suspend that disposition. Beyond not following the parties' agreement on the disposition, the State hasn't argued that the disposition otherwise exceeded the trial court's constitutional, statutory, or rule-based authority. And because the State fails in showing that the trial court's disposition was otherwise illegal, there is no jurisdictional basis for us to consider the State's appeal.

In reaching this conclusion we have not overlooked the opinions of our sister courts relied upon by the State, *State v. Rojas*, 356 So. 3d 876 (Fla. 3d DCA 2023) and *State v. Hall*, 351 So. 3d 654 (Fla. 2d DCA 2022). These non-juvenile cases addressed circumstances where trial courts were reversed for mitigating already-rendered criminal sentences. In *Rojas*, for instance, the trial court accepted a plea and sentenced a defendant in accordance with a bargained-for sentence but then mitigated the sentence. The Third District's holding recognized a limitation on the ability of trial courts to depart from a sentence after the trial court's acceptance of a negotiated plea and imposition of the agreed

* We resolve this case without the need to express an opinion on the scenario raised in the concurring opinion.

sentence. At that point, the court concluded that "the trial court no longer retains its authority to 'alter a prior plea arrangement.'" *Rojas*, 356 So. 3d at 884 (quoting *Rollman v. State*, 887 So. 2d 1233, 1235 (Fla. 2004)). *Rojas* presents a different scenario than Appellee's case here, where the trial court entered just a single sentence and didn't mitigate it. In fact, *Rojas* recognized that a trial court isn't bound by the terms of a plea agreement entered into between the parties before a sentence is formally accepted and imposed. *Id.*; *see also Rollman*, 887 So. 2d at 1235 ("We continue to agree that a trial court retains the authority to alter a prior plea arrangement up until the time sentence is imposed, so long as the trial court provides the defendant an opportunity to withdraw any plea that was entered in reliance on the promised sentence.").

Hall similarly addressed a sentence adopted from a plea agreement that was later mitigated by a trial court. After the trial court mitigated a 5-year sentence to time served, the district court found the mitigated sentence to be illegal in violation of the plea agreement and appealable because "the trial court could not unilaterally modify a contract to which it was not a party." *Hall*, 351 So. 3d at 657. In reaching its conclusion, *Hall* doesn't address *Goins* or the other Florida Supreme Court precedents recognizing that a "judge is never bound to honor the [plea] agreement," *Goins*, 672 So. 2d at 31, so we draw very little from these mitigated-sentence cases. Here in Appellee's case, the trial court never accepted the disposition outlined by the parties' plea agreement or attempted to mitigate the original disposition. Rather, after taking the defendant's plea and then ordering a pre-disposition report from DJJ, the trial court rendered an original disposition based on DJJ's report that was different from the disposition agreed to in the parties' plea agreement. Nothing in *Rojas* or *Hall* speaks to these circumstances, in which the court remained free to impose an original disposition without regard to the parties' dealings. *Goins,* 672 So. 2d at 31; *Parson*, 415 So. 3d at 792. We thus reject the State's arguments to reverse based upon *Rojas* and *Hall*.

Finally, the State argues that if it lacks jurisdiction to appeal that we review its argument under our certiorari jurisdiction. But this path, too, is a dead end. The Florida Constitution grants jurisdiction to district courts to "issue writs of . . . certiorari . . . necessary to the complete exercise of its jurisdiction." Art. V.,

§ 4(b)(3), Fla. Const. In addressing certiorari jurisdiction under similar circumstances, the Florida Supreme Court has held that a final order, like that presented here, is not reviewable by common law certiorari where there is no statutory right to appeal. *LaFave v. State,* 149 So. 3d 662, 670 (Fla. 2014) (holding that a "district court lacked jurisdiction to grant the State's petition for writ of certiorari where the trial court's order is a final order and where the State had no statutory right to appeal the order"); *F.G.*, 638 So. 2d at 515 (adopting the district court opinion in *F.G.*, 630 So. 2d at 583, denying the State's request for certiorari review of a final disposition order).

III.

For these reasons, we DISMISS the appeal for lack of jurisdiction.

M.K. THOMAS, J., concurs; TREADWELL, J., concurs with opinion.

Not final until disposition of any timely and authorized motion under Fla. R. App. P. 9.330 or 9.331.

TREADWELL, J., concurring.

While I fully join the Court's opinion and agree that the trial court's disposition here was not illegal, I think there could be a scenario in which a trial court's rejection of a plea agreement would make its subsequent sentence an illegal disposition, even if the sentence imposed is within the lawful range for the pleaded charges.

As the Court's opinion points out, an "illegal disposition" is one that "patently fails to comport with statutory or constitutional limitations." *Maye v. State*, 436 So. 3d 416, 419 (Fla. 2026) (quoting *State v. Mancino*, 714 So. 2d 429, 433 (Fla. 1998)). A trial court, in my opinion, could exceed its statutory and constitutional authority

if it rejects a plea agreement but refuses to let the parties void their respective agreed-upon obligations prior to sentencing. Below I explain why the trial court did not exceed its authority in this case, and I offer a scenario in which a trial court likely would exceed its authority.

I.

"A plea agreement is a contract, and the rules of contract law are applicable to plea agreements." *Churchill v. State*, 219 So. 3d 14, 18 (Fla. 2017) (quoting *Garcia v. State*, 722 So. 2d 905, 907 (Fla. 3d DCA 1998)). The trial court, though, is not a party to the plea agreement and therefore is "never bound to honor the agreement." *Goins v. State*, 672 So. 2d 30, 31 (Fla. 1996). Indeed, Florida's procedural rules make clear that no plea offer or negotiation is binding until it is accepted by the court. Fla. R. Crim. P. 3.172(g); Fla. R. Juv. P. 8.080(f).

When a trial court refuses to honor or accept a plea agreement, "the agreement is terminated." *United States v. Hyde*, 520 U.S. 670, 676–78 (1997). Once terminated, the defendant "has the right to back out" of the guilty plea. *Id*. The United States Supreme Court explained that this right is based on the "commonsense notion that a defendant can no longer be bound by an agreement that the court has refused to sanction." *Id*. Florida courts have similarly recognized a defendant's right to withdraw the plea when the plea agreement is rejected. *See Goins*, 672 So. 2d at 32; *Ito v. State*, 595 So. 2d 263, 264 (Fla. 1st DCA 1992). Florida's procedural rules also reflect this right to withdraw. Fla. R. Crim. P. 3.172(h); Fla. R. Juv. P. 8.080(g).

The same right to back out of the rejected agreement must be afforded to the State, as well. *See State v. Swett*, 772 So. 2d 48, 51 (Fla. 5th DCA 2000) ("As a plea agreement is a contract between the parties, the state must likewise be accorded the opportunity to void the plea agreement where a lesser sentence than that contemplated by the plea agreement will be imposed."). In other words, the State must have the opportunity to prosecute the case "as if no agreement had been reached." *Goins*, 672 So. 2d at 32; *Strother v. State*, 677 So. 2d 962, 963 (Fla. 1st DCA 1996); *see also Rollman v. State*, 887 So. 2d 1233, 1235–36 (Fla. 2004) (quoting *Davis v. State*, 308 So. 2d 27, 29 (Fla. 1975)) (stating that, "if the

trial judge decides not to fulfill the tentative plea agreement, the case is returned to the position it was in prior to the plea negotiations").

Here, the State complains that the trial court, after rejecting the agreed-upon sentence, denied the State's request to withdraw Appellee's guilty plea. The shortcoming in the State's position is that the guilty plea was not the State's obligation under the plea agreement; it was Appellee's obligation and therefore Appellee's right to withdraw it. The State's only obligation under the plea agreement was its commitment to a particular disposition. Once the Court rejected the agreement, the State had the right to discard its commitment. Stated differently, the State was no longer bound to its prior agreement for a particular sentence and could advocate for any sentence it desired. There is nothing within the record to show that the State was refused this opportunity.[*]

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[*] Although the State performed its obligation under the plea agreement by jointly proposing the agreed-upon sentence to the trial court, and such performance cannot itself be undone or rescinded, the State performed this obligation presumably knowing the law allowing for the trial court to reject the plea agreement. In view of the State's legal knowledge of that risk, I conclude that the State's remedy upon the rejection and termination of the agreement—in relation to that completed performance—is the opportunity to thereafter advocate for any sentence it desired.

That said, plea agreements that only require the State to "recommend" a sentence are not rejected or terminated simply because the trial court imposes a different sentence. This is because the court is not bound by the recommendation even under the agreement. Fla. R. Crim. P. 3.171(b)(1)(A)(ii). The State thus fulfills its obligation when it makes the recommendation. *See State v. Adams*, 342 So. 2d 818, 820 (Fla. 1977) ("The only bargain was that the state attorney would make a recommendation to the court. This was done."). With the agreement fulfilled by the State, the defendant remains bound by it and "cannot withdraw the plea if a greater sentence is imposed." *Goins*, 672 So. 2d at 31.

The only opportunity the State was denied was its request to file a new information charging Appellee as an adult. But that request would not have returned the case "to the position it was in prior to the plea negotiations." *Davis*, 308 So. 2d at 29. It would have initiated an entirely new case. The State is not entitled to file a new case merely because the trial court rejects its plea agreement in the case at hand.

Given the case as the State filed it, Appellee had the right to plead guilty and maintain such plea even after the trial court rejected the plea agreement. "In a criminal prosecution a defendant has a right to plead guilty; and the effect of such a plea is to authorize the imposition of the sentence prescribed by law upon a verdict of guilty of the crime sufficiently charged in the indictment or information." *Pope v. State*, 47 So. 487, 488 (Fla. 1908); *see also Swett*, 772 So. 2d at 51 ("[T]he state cannot object to acceptance by the court of a plea to the charges *as filed by the prosecutor*."). For this reason, the trial court did not exceed its authority by accepting and continuing to accept Appellee's guilty plea in this case, even after rejecting the plea agreement.

II.

A different scenario would occur if the trial court had accepted a guilty plea and, despite rejecting the plea agreement, nevertheless sentenced the defendant on charges that were reduced or lessened by the plea agreement. Oftentimes, the State will reduce or lessen the charges in exchange for a guilty plea. Florida's procedural rules, for example, expressly sanction a prosecutor's option to dismiss, abandon, or not institute other charges upon a defendant's guilty plea. Fla. R. Crim. P. 3.151(d), 3.171(b)(1)(A)(i). And they ensure that a prosecutor consents to a guilty plea "to any lesser offense than that charged" or "to any lesser degree of the offense charged." Fla. R. Crim. P. 3.170(h).

These rules respect the State's constitutional and statutory role as the prosecuting authority. *See, e.g.,* Art. V, § 17, Fla. Const. (the state attorney "shall be the prosecuting officer of all trial courts" within the judicial circuit); § 985.318(1), Fla. Stat. ("All proceedings seeking a finding that a child has committed a delinquent act or violation of law shall be initiated by the state by the filing of a petition for delinquency by the state attorney.").

Indeed, the State "has the exclusive and absolute discretion to determine the charges it will prosecute." *Davis v. State*, 210 So. 3d 101, 103 (Fla. 2d DCA 2016); *see also State v. Mulvaney*, 200 So. 3d 93, 95 (Fla. 5th DCA 2015) (quoting *State v. Bloom*, 497 So. 2d 2, 3 (Fla. 1986)) ("The decision to charge and prosecute is an executive responsibility, and the state attorney has complete discretion in deciding whether and how to prosecute.").

Because a trial court is not the prosecuting authority, "[t]he court cannot, over the state's objection, reduce the charge and accept a plea to the reduced charge." *State v. Warner*, 721 So. 2d 767, 769 (Fla. 4th DCA 1998), *approved,* 762 So. 2d 507 (Fla. 2000). Thus, if a trial court rejects a plea agreement on reduced charges, "it must afford the state the option to go to trial on all counts originally filed against the defendant." *State v. McCulloch*, 573 So. 2d 395, 395 (Fla. 5th DCA 1991); *see also State v. White*, 532 So. 2d 1083, 1084 (Fla. 5th DCA 1988) (reversing a downward departure sentence and remanding for either a sentence in accordance with the agreement or, in the alternative, for a trial on all counts as filed below); *State v. Leija*, 520 So. 2d 705 (Fla. 5th DCA 1988) (same). In other words, when a plea is "part of a deal" whereby the prosecutor reduces a charge in exchange for the plea, a sentence that downward departs from the plea agreement on the reduced charge is inherently "illegal" and therefore appealable by the State. *Swett*, 772 So. 2d at 50–52. In fact, the court's very "authority" to impose its reduced sentence in such a plea context is "circumscribed." *Id.* at 51; *see also State v. Brooks*, 890 So. 2d 503, 505–06 (Fla. 2d DCA 2005) (reversing an order mitigating a sentence that was originally part of a negotiated plea that reduced a charge).

I raise this scenario because it would be an example of a disposition or sentence that, on its face, may reflect the permissible range of punishment for the charges to which a defendant pleads guilty, but the State's loss of discretion over which charges were actually pleaded to, likely makes the disposition or sentence "illegal."

Here, there is no indication in the record that Appellee pleaded guilty in exchange for reduced or lessened charges. To the contrary, the plea agreement signed by Appellee states, "I will

admit to the charges against me." None of the briefs on appeal mention an agreement based on any reduction of the filed charges. As a result, the trial court's acceptance of the guilty plea and subsequent sentence for the filed charges did not exceed its constitutional or statutory authority.

James Uthmeier Attorney General, and Amanda M. Bosman, Assistant Attorney General, Tallahassee, for Appellant.

Luke Newman of Luke Newman, P.A., Tallahassee, for Appellee.