ORIGINAL

NO. 21-5708

IN THE

SUPREME COURT OF THE UNITED STATES

RODNEY DALE HOOD-PETITIONER

VS.

MATTHEW POSTON-RESPONDENT(S)

ON PETITION FOR A WRIT OF CERTIORARI TO

TEXAS COURT OF CRIMINAL APPEALS

PETITION FOR WRIT OF CERTIORARI

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QUESTIONS PRESENTED

1. Wether the current Due Process standard for interpreting the obligations of the parties in plea agreements is to broad?

2. Are the States free to change the standard or manner in which the obligations of the parties are determined in plea agreements to the point that shall no longer means shall and no, no longer means no?

3. Did the State breach the plea agreement?

4. Can a court use admittedly fraudulent documents during the course of deciding what judgment to enter and still render a valid judgment?

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RELATED CASES

There are no related cases. No opinions in this case were ordered to be published. All opinions that petitioner request to be reviewed are attached.

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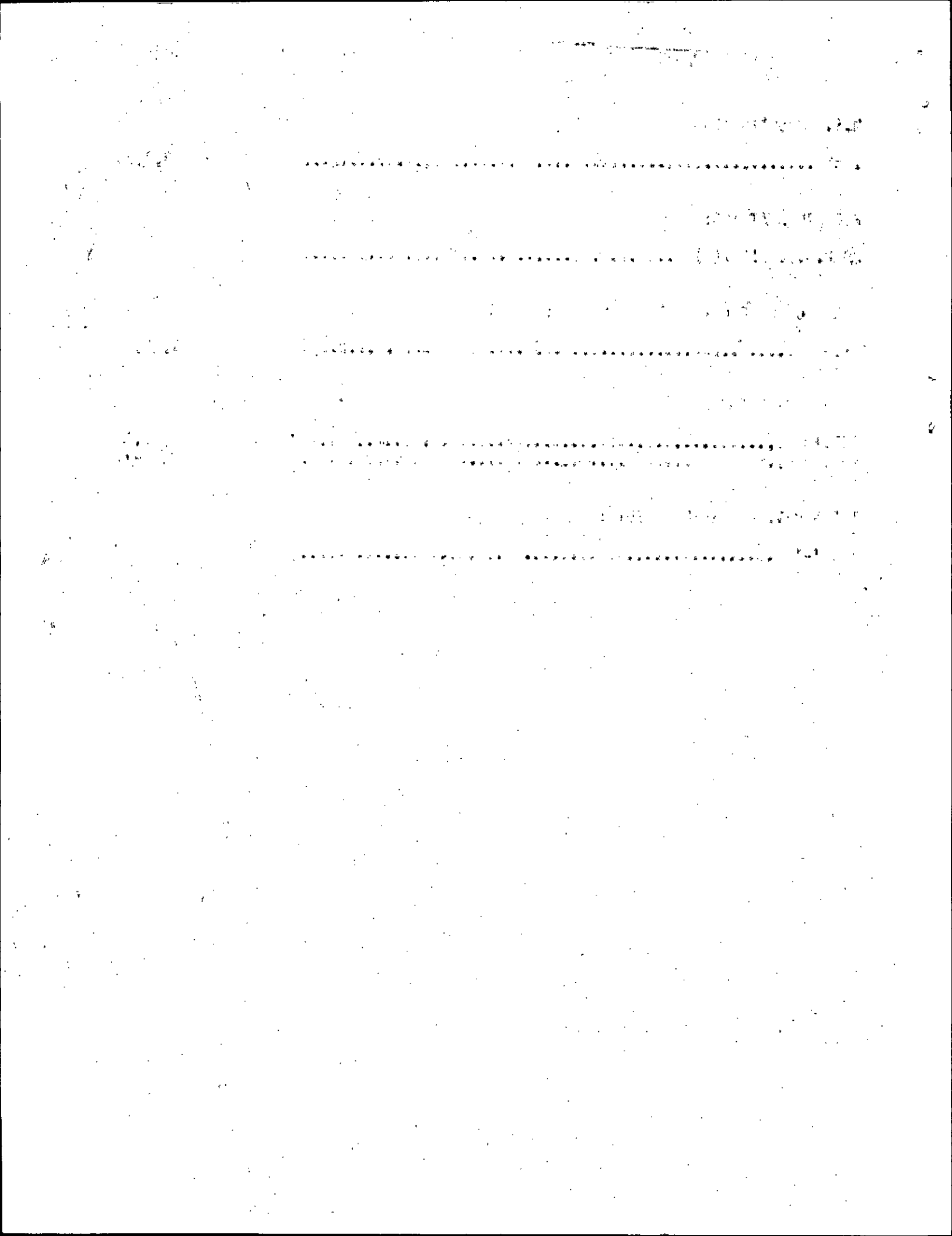

IN THE

SUPREME COURT OF THE UNITED STATES

PETITION FOR WRIT OF CERTIORARI

Petitioner respectfully prays that a writ of certiorari issue to review the judgments below.

The opinion of the Court of Criminal Appeals in Austin, Texas is simply a white card stating that the Petitioner For Discretionary Review was refused on 5-19-21. This is being included to verify that Petitioner full exhausted state remedies by presenting the questions presented herein to the State's highest court. This card is attached as appendix C. This refusal is unpublished.

The Ninth Court of Appeals in Beaumont, Texas opinion is attached as appendix A. This is one of the two opinions petitioner respectfully seeks this Honorable Court to review. Even though it is a non-published opinion, it is a written opinion.

The written opinion of the Liberty County Court is designated as "Findings of Fact And Conclusions of Law." This opinion is a non-published opinion, which is attached as appendix B. This is the original opinion in this case.

JURISDICTION

The date on which the highest state court decided my case was ON 5-19-21. A copy of that decision appears as appendix C.

No motion for rehearing was filed.

No extension of time was filed to file the petition writ of certiorari was sought as such none could have been granted.

The jurisdiction of this Court is invoked under 28 U.S.C. §1257(a).

CONSTITUTIONAL AND STATUTORY PROVISIONS INVOLVED

The Fourteenth Amendment of the United States Constitution.

The Texas State Penal Code §37.10 and §37.10(a)(5).

STATEMENT OF CASE

In 1979 petitioner was arrested for a misdemeanor DWI. On 5-21-79 petitioner entered into a plea agreement with the state, that if he would plead guilty the state would recommend that he be sentenced to 30 days in the county jail. That the sentence would be suspended and he would be placed on one year unadjudicated probation for one year. This plea agreement specifically stated that the finding of guilty shall not be final, that no judgment will be rendered, as such if petitioner successfully completed this probation, no judgment or finding of guilty would be entered into petitioner's criminal record. See appendix D.

On 9-5-1987 plaintiff was again arrested for DWI, petitioner hired attorney C.T. Hight to represent him. On 2-5-1988 Petitioner, his attorney and the county attorney Michael A. Stafford entered into the same identical plea agreement as above, with the exception that petitioner was fined $1,500.oo dollars and sentenced to one year in the county jail and petitioner would be placed on two years probation. This agreement was approved by the judge L.J. Krueger, petitioner, his attorney and county attorney Stafford and the judge signed the plea agreement. All parties agreed that the finding of guilt and the sentence of one' year would be suspended and petitioner would be placed on unadjudicated probation. That the finding of guilty **shall** not be final, that no judgment will be rendered. Therefore, if petitioner successfully completed this probation, no judgment or finding of guilty would be entered into petitioner's criminal record. Petitioner successfully completed this probation on 2-5-1990. Therefore, in accordance to the obligations of the plea agreement, no finding of guilt or a final judgment was to be entered into petitioner's criminal record. See appendix E.

Later in 1995 this misdemeanor was used as an enhancement, in, 1995, 1996

to sentence petitioner to 5 years in prison, 2003 to sentence petitioner to 6 years in prison. Each time it was used as an enhancement it violated the terms of the plea agreement. On 8-13-12 Petitioner filed his original V.A.C.C.P. 11.09 directly attacking, this misdemeanor conviction. On 9-5-17 petitioner filed an amended 11.09 supra, alleging that the his sentence is void, the State broke the plea agreement, and petitioner received ineffective assistance of counsel. On June 27, 2019 the county judge Thomas Chambers decided based upon petitioner's non-existing affidavit of indigence and non-existing motion for the appointment of counsel. The judge appointed attorney Matthew Gott to represent petitioner in all 11.09 supra proceedings. See appendix H.

There were three separate recorded 11.09 supra hearings, each time petitioner was not notified nor allowed to attend, Gott waived petitioner's right to appear. During these three hearings not one of the three issues petitioner raised in his amended 11.09 were addressed or even spoken about. Not surprisingly petitioner was denied any relief whatsoever.

The only way petitioner became aware that the Liberty County Court had taken any action on his 11.09 was when he received legal mail from Liberty County and enclosed was a copy of the Judge's findings of facts and conclusions of law. Petitioner quickly filed his notice of appeal, informing both the Liberty County and the Ninth District Court of Appeal's in Beaumont, Texas that he wished and intended to file an appeal, appealing the Liberty County's opinion.

Petitioner quickly filed his original brief. Within a day or two after petitioner received a brief, filed by Gott, which was an Anders brief. Shortly after this petitioner received only the transcription of one hearing and other portions of the clerk's records. This is when petitioner discovered that Gott had twice been illegally appointed to represent him, once during the 11.09 proceedings. See appendix H. Then again for appeal. Appendix I.

Petitioner quickly prepared and filed a supplemental brief bring it to the 9th Dist. Ct. App's attention that all the proceedings dealing with the 11.09 are void as a matter of law due to the fact attorney Gott was illegally appointed, and appeared at all three habeas hearings. Therefore, each time he signed his name on any document, waived petitioner's right to appear at the hearing it was void. Specifically that petitioner never filed an affidavit of indigency or provided the required certified 6 months prison trust fund account print out certifying the monthly balance of his trust nor did he file the required motion for appointment of counsel each of which judge Chambers twice based his decision to appoint counsel on.

When the state filed their brief they admitted that the petitioner never filed a motion for the appointment of counsel. Therefore, the twice appointment of Gott was illegal. Petitioner filed his response' brief and a supplement brief strenuously objecting and urging the 9th Dist. Ct. to declare all 11.09 proceedings void. The 9th Dist Ct. App's refused to do so and affirmed the judgment of the trial court.

Before petitioner filed his Petition For Discretionary Review to the Court of Criminal Appeals he filed a motoin to have these two documents stricken from the record. That all proceedings were based upon the admitted fraudulent appointment of counsel, and his fraudulent waiver of petitioner's right to be present. That due to the fact that Gott appeared at all three habeas proceedings. Therefore, all habeas proceedings were void as a matter of law. That the documents used to appoint him are criminal instruments pursuant to Texas Penal Code §37.10(a)(5). Therefore they should be stricken from the record. See appendix K. This motion was denied. Appendix L. Later the PDR was refused. Appendix C.

REASONS FOR GRANTING THE PETITION

The four issues presented herein includes the way plea agreement e.g. contracts are written, enforced and interpreted by the appeal courts. The Supreme Court's answer to these questions will dramatically impact 85% of all criminal and civil cases alike in the entire United States of America. The first two questions the Supreme Court is being asked to answer will decide the correct standard that is to be used when interpreting the obligations of the parties in plea agreements (contracts). Also whether this method can be changed at the whim of the appeal courts.

The third question will determine if the written plea agreement promised petitioner if he would plea guilty the state would place him on unadjudicated probation. If he successfully completed this probation the finding of guilt would not be entered into the record. Also that no final judgement would be entered into his criminal record. If does did the state violate the terms of this agreement when they used this DWI as a final conviction, three different times to enhance another DWI.

The answer to the fourth question will effect 100% of all criminal and civil judgments in state and federal courts, in which a judgement is depended upon a false of fraudulent document. Plaintiff will now present the first two national questions.

1. Whether the current Due Process standard for interpreting the obligations of the parties is to board.

2. If the State promises a defendant unadjudicated probation, when due to the change in the law it is no longer legally possible to offer unadjudicated probation. Are the appeal courts free to change the interpretation of the plea agreement to keep from deciding the State breached the plea agreement?

This court has thoroughly explained the vital role that plea agreements and contracts play in both the state and federal courts. I.N.S. v. St. Cry, 121 S.Ct. 2271, 2291 n.47 (2001):

"If every criminal charge was subjected to a full-scale trial, the State and the Federal Government would need to multiply by many times the number of judges and court facilities." Santobello v. New York, 404 U.S. 257, 260, 92 S.Ct. 495, 30 L.Ed.2d 427 (1971)."

If this Honorable court fails to set a standard that all courts must abide by, when interpreting the obligations of the parties in contracts (plea agreements) but they instead continue to allow the individual appeal courts to used their own unique personal interpretation of the meaning of due process to determine the obligations of the parties, to ensure the state did not breach the plea agreement. Without a more detailed solid standard, defendants will no longer have faith in state and federal prosecutors keeping the agreement they used to secure their guilty plea. This is because the defendants reasonable understanding of the agreement will be subjected to appeal court reinterpretation in favor of the state. Parties in civil cases will be unwilling to settle matters out-of-court because any agreement will be subjected a broad reinterpretation of the current due process standard to determine the obligations of the parties by the appeal courts.

Therefore, the present broad guiding due process standard for interpreting plea agreements and other contracts, lacks a specific standard of interpreting the terms and obligations of the parties in contracts. This lack of a specific guiding standard, also effects the interpretation of civil contracts. Therefore, this lack of a specific interpretation of contracts (plea agreements) effects entire justice system. Therefore, it risks it court system collapsing in upon itself. Id at 2291 n. 47. See also Heckler v. Chaney, 105 S.Ct. 1649,1663 (1985)("Nor do prosecutors have discretion to induce guilty pleas through promises that are not kept. Blackledge v. Allison, 431 U.S. 63, 97 S.C"t. 1621, 52 L.Ed.2d 136 (1970); Santobello v. New York, 404 U.S. 257, 262, 92 S.Ct. 495, 498, 30 L.Ed.2d 427 (1971))".

The Supreme court has further decided that the U.S. Constitutional Due

Process guides all courts in evaluating whether a state prosecutor fulfills their obligation in a plea agreement. Ricketts v. Adamson, 107 S.Ct. 2680 (1987)("The requirements of due process have guided this court in evaluating the promises and conduct of state prosecutors in securing a guilt plea. Santobello v. New York, 404 U.S. 257, 92 S.Ct. 495, 30 L.E"d.2d 427 (1971)". There is no reason to ignore those requirements here.")". The current standard of due process is to open to interpretation therefore, the appeal courts presently have to much lead way when interpreting the parties obligations in contracts.

Texas courts have taken advantage of this lack of specific standard by intentionally broadly interpreted the present due process standard to create their own standard for the purpose of ensuring, when state prosecutors promises a defendant that if they would plea guilty, there sentence would be probated. If they successful complete there unjudicated probation the plea of guilty would not be final and that no final judgment for this DWI would be entered into there criminal record. As stated above petitioner successfully completed this probation on 2-5-1990. The state failed to fulfill their obligation when they used this DWI as a final conviction to enhance another DWI in 1995, 1996 and 2003. Due to the broad interpretation of due process all the below listed courts were able to base there decision upon the change in the law, not a change in the plea agreement or the obligation of the state. The trial court appendix B. Ninth Dist. Ct. App's appendix A, Ct.Crim.App's appendix C.

Due to the current due process standard which is subjected to such a broad interpretation the trial and appeal courts were allowed to decided that in the agreement which states that the guilty plea shall not be final, actually means the guilty plea shall be final. That the agreement stating that no judgment will be entered actually means that the judgment is finally and that it will be entered into petitioner's criminal record. Therefore, when it was used it for

enhancements that was perfectly legal, and the state did not breach its plea agreement, as decided by the trial court. Appendix B. Which was upheld by both appeal courts. Appendix A,C.

To allow this to go uncorrected will allow state and federal prosecutors to make promises to defendants to induce them to plea guilty with no intention of keeping the agreement and depend upon the appeal courts to reinterpret the agreement in such a manner as to ensure the state did not breach the agreement. If all state and federal courts in America are left with the ability to broadly interpret the current due process standard, as to be able to at will to set their own individual standard thereby, changing the obligations of the state so the state court could refuse to enforce the plea agreements as the parties reasonably understood them, at the time the agreement was made.

This will effectively destroy the effectiveness of plea agreements which will in turn drastically increase the amount of civil and criminal cases that are settled by a full-scaled jury trial. For these reasons a certiorari be issued to answer and decide these first two questions.

Petitioner will next present his question which has national importance as it concerns four separate written plea agreement, which includes mandatory language setting forth the obligations of the petitioner and the state with crystal clarity. The third question is whether the state fulfilled their obligations as set forth in the plea agreement?

The Fifth Circuit has set forth the legal, standard that is used to review, to determine whether the state breached the plea agreement. U.S. v. Brown, 328 F.3d 787, 790 (5th Cir. 2003)("To assess whether a plea agreements has been violated, this [C]ourt considers whether the government's conduct is consistent with the defendant's **reasonable understanding of the agreement.**").

In petitioner extreme efforts to clarify and simplify the obligations of

the parties and petitioner's reasonable understanding of the obligations of the parties, petitioner has included four separate plea agreement contracts. Appendix D-G. Each agreement the basis of which is that: "The finding of guilt **shall not** be final, that **no judgment** will be rendered or entered into petitioner's criminal history. The big incentive for defendants to enter into one of these plea agreements is, that if they successfully complete the probation there criminal record is wiped clean.

In 1979 Petitioner was arrested for DWI, he later pled guilty and was placed on unadjudicated probation. A copy of this plea agreement is attached as appendix D. In September 1987 petitioner was again arrested for DWI. On February 5, 1988 Petitioner again entered into this exact same plea agreement. See appendix E. Petitioner plead guilty sentenced to the county jail but this sentence was probated. This agreement specifically stated that: "The finding of guilty herein **shall not be final,** that **no judgment be rendered** thereon, and that Defendant be, and hereby placed on probation." These two plea agreements are a mirror image of each other. Each includes the same mandatory language which mandates the same legal obligation.

The U.S. Supreme Court decided when dealing with mandatory language, it imposes mandatory duty(ies) on the parties involved. Hewit v. Helms, 103 S.Ct. 864, 872 (1983)("It used language of unmistakable mandatory character, requiring that certain procedures **"shall," "will," or "must"** be employed."). Due to the fact the plea agreement used mandatory language; "The finding of guilt **shall not be final.**" The State had a mandatory obligation to not enter a finding of guilt for this DWI. Therefore, the State equally had a mandatory duty to "not" enter a final judgment for this DWI. Due to the fact the state used this DWI as a final judgment to enhance petitioner's DWI in 1995, 1996 and 2003 they violated the mandatory terms of this plea agreement.

The trial court relied upon the fact that the DWI law changed on January 1984, Article 67011-1 Texas Revised Civil and Criminal Statutes governed judgments adjudicating Driving While Intoxicated offenses. "For the purposes of this article, a conviction for an offense that occurs on or after January 1, 1984, is a final conviction, whether or not the sentence for the conviction is probated."

The obligations of the parties are not governed by the change in the law they are governed by the parties reasonable understanding of the terms of the agreement when the parties entered into the agreement, and all parties signed the agreement. U.S. v. Brown, supra at 790. When a state enters into a plea agreement that can not be enforceable do a change in the law, the state equally violates the terms of the agreement. In this case the petitioner is entitled to retract his plea and be benched back to answer the charge. Ex Parte Reyna, 707 S.W.2d 110 (Tex.Crim.App. 1986)("The court issued a post-conviction writ of habeas corpus because applicant's plea bargain was unenforce and he was therefore entitled to withdraw his plea. The case was remanded in order for applicant to answer to the indictment.").

These same plea agreement forms in which the state is offering defendants unadjudicated probation as an incentive to plea guilty, are still being used by the state of Texas and specifically Liberty County in 2021. A copy of which is attached as appendix F. When the state does not intend that the finding of guilt and judgment not be final the states use a plea agreement which clearly states the finding of guilt is final and a final judgment will be entered into the defendants record is appendix G.

The facts are crystal clear in 1988 the petitioner his attorney and the county prosecutor entered into a plea agreement which specifically stated that: "The finding of guilty herein **shall not be final,** that **no judgment be rendered**

thereon, and that Defendant be, and hereby placed on probation." See appendix E. When the state used the 1987 DWI as a final conviction as an enhancement in 1995, 1996, and 2003, the state violated the terms of this agreement. For these reasons a certiorari should be issued to answer the question as to whether the state violated the terms of the plea agreement.

Petitioner's last question he seeks this Honorable Court to answer has national importance. The question is: Can a court used admittedly fraudulent documents during the course of deciding what judgment to enter and still render a valid judgment?

This question mixed with petitioner's extremely rare set of facts demonstrates just how far Texas court's have gone in efforts to deny defendants any relief whatsoever, when their convictions are based upon plea agreements. Due to the facts that 85% or more, criminal cases are the results of plea agreements. The overall administration of plea agreements are of national importance. In petitioner's case the following facts are undisputed.

Petitioner filed a 11.09 supra on August 13, 2012 no action was taken. On 9-5-17 petitioner filed an amended 11.09 supra. In June 2019 county trial judge Thomas Chambers took it upon himself to appoint attorney Matthew Gott to represent petitioner in all the 11.09 proceedings. See appendix H. This document verifies that the judge relied upon petitioner's affidavit of indigency and request for court appointed attorney. There were three separate 11.09 supra hearings held at which attorney Gott appeared on behalf of petitioner. Due to this appointment petitioner was not allowed to be at either of these three evidentary hearings. It was the results of these three evidentary hearings that judge Chambers based his determination that it was his recommendation that petitioner was not entitled to any relief whatsoever. See apperdix B.

Petitioner was never notified of any of these hearings before they were

held. Petitioner had no ideal that the court had appointed him an attorney or held any hearing. It was not until after the hearings were over and the court had already made its Finding of Fact And Conclusion of Law on 4-1-2020 that petitioner became aware that the county court had taken any action on his 11.09, by receiving a copy of judge Chambers Fact Finfings And Conclusions of Law denying petitioner any relief whatsoever.

Petitioner quickly filed notice of appeal with both the county court and the Ninth Court of Appeals in Beaumont, Texas. Petitioner then quickly prepared his appeal and filed it with the Ninth Ct. of Appeals. Shortly after this petitioner was astounded when he was called for legal mail and he received a Anders brief filed by attorney Matthew Gott. After this the 9th Ct. App.'s ordered the District clerk of Liberty County to forward all the trial records to petitioner. Upon receipt of only the transcription of "one" hearing record, and the clerk's records. Petitioner discovered two things; 1). That the court had illegally appointed Gott twice to represent him, based upon a non-existing affidavit of indigencey and a motion requesting a court appointed counsel. 2). Also that there were other evidentiary hearings that had been held, that the Liberty County Clerk not had transcribed and sent to petitioner all the records that were ordered by the court to be sent to him.

Petitioner quickly did two things; 1). He filed a supplemental brief bring to the court's attention that petitioner was not indigent due to the fact he had ten thousand dollars in his Inmate Trust Fund at that time. Also that he had never filed a motion seeking the court to appoint him counsel, as such both times judge Chambers appointed Gott was illegal. Appendix H,I. Therefore, the appointment of counsel was illegal and all proceedings he appeared he was illegally representing plaintiff, as such, each one of them were void as a matter of law. Also petitioner sought an order from the 9th Ct. of App.'s ordering the District clerks to have the rest of the evidentiary hearing records transcribed and sent to him.

records. Once the State filed their brief they openly admitted that Gott was twice illegally appointed. This is true due to the fact that petitioner "never' filed a motion for the court to appoint counsel. See appendix J. Petitioner then filed several separate motions seeking that the court to remove these documents from the appellate record. All motions were denied.

Once the 9th Dist. Ct. App's denied all relief, petitioner filed a well researched and well supported motion to the Court of Criminal Appeals to have main fraudulent document removed from the record. See appendix K. This motion was denied. Appendix L.

This twice appointing counsel were and are known false governmental records that were made by the judge Chambers with intent that they be used to defraud and harm petitioner by preventing him from being present. The judge himself knew better than anyone that petitioner never filed neither an affidavit of indigency or a motion for court appointed counsel.

There can be no doubt whatsoever that these false governmental record was made and presented knowing it was false. Additionally there is no doubt that this false governmental record has been used to harm and defraud the courts and petitioner. The law is clear that if a governmental record is false it MUST be taken out of the record. The legislature intent is the foremost thing that must be considered when trying to interpret a statute or law. In Re Trautam, 456 F.3d 366, 368 (5th Cir. 2007)("In Texas, giving effect to legislative intent is the cardinal rule. See La Salle Bank Nat'l Ass'n v. Sieutel, 289 F.3d 837, 839 (5th Cir. 2002)."). The legislatures intent in the enactment of TEXAS PENAL CODE 37.10(a)(5) was to protect the authenticity, veracity and the integrity of government records, also to protect against the perpetration of fraud upon the court. This legislature intent was thoroughly and clearly set out in the court's

opinion in The State of Texas v. Vasilas, 198 S.W.3d 480, 482-85 (Tex.App.-5th 2006) which states in relevant part that:

> "The Texas Court of Criminal Appeals granted discretionary review and concluded the petitioner for expunction was a 'governmental record'...The fourth court alleged appellee made, presented and used a governmental record, that petition to expunction, when knowledge of its falsity, intending to defraud and harm the State of Texas...Therefore, the sole issue before us is whether the trial court erred in granting the motion to quash Count IV, which alleged appellate did "with intent to defraud and harm another, namely the State of [at 483] Texas, make, present, and use a governmental record, to wit: a petitioner for Expunction of Records with knowledge of its falsity."
> At 484 The elements of proof for section 37.10(a)(5) charged as a state jail felony are that (1) a person (2) make, present, or uses (3) governmental record (4) with knowledge of its falsity (5) with the intent to defraud or harm another. Section 37.10(a)(5) charged as a felony requires that the act be done with the intent to defraud and harm another...[at 485] Section 37.10(a)(5) applies to **ALL GOVERNMENTAL RECORDS**...violations of section 37.10 with intent to defraud and harm another is a State jail felony and punishment by confinement for 180 days, to two years in a State Jail and a fine of up to $10,000 dollars, TEX.PEN.CODE. ANN 12.35 (VERNON 2003)...Section 37.10(a)(5) protects the **authenticity, veracity, and integrity of governmental records** BY IMPOSING CRIMINAL PENALTIES and anyone making, presenting or using a governmental record the actor knew to be false. Section 37.10(a)(5) protects against the perpetration of fraud upon the court and the miscarriage of justice that could result from the use of falsified records. Vasilas, 187 S.W.3d at 492."

There can remain no doubt that the judge himself perpetrated fraud upon his own court. This admitted fraudulent document has been instrumental in allowing an illegally appointed counsel to attend habeas hearings without being present or even knowing there were going to be held. Each appearance is a separate act of fraud upon the court, an a act of miscarriage of justice. These illegally conducted hearings were then used to render judge Chambers judgment. This judgment and the fraudulent hearing records have been relied upon my the Texas Court of appeals and Court of Criminal Appeals to deny petitioner any relief. It is a longstanding and well settled law that fraud vitiates whatever it touches and that any judgment based upon fraud is void as a matter of law. Cox v. UpJohn Co., 913 S.W.2d 225, 231 (Tex.App.-Dallas 1995)("Texas Courts have long held that fraud vitiates whatever it touches Estate of Stonecipher v. Estate of

Butts, 591 S.W.2d 806, 809 (Tex. 1979); Morris v. House, 32 Tex. 492, 495 (1870)").

When speaking on the legislative intent the U.S. Supreme Court decided when the legislative intent is clear the job of the courts are to ensure it is carried out. In Re Rogers, 513 F.3d 212,225 (5th Cir. 2008) citing Lamie v. United States Trustee, 540 U.S. 526, 534, 124 S.Ct. 1023, 157 L.Ed.2d 1024 (2004)("[W]hen the statute's language is plain, the sole function of the courts--at least where the disposition requires by the text is not absurd--is to enforce it according to its terms." Id." The legislative intent is plain, especially known false governmental records are not allowed to EXIST or remain in the court records. As it now stands the trial judge committed the criminal violation of 37.10(a)(5). Then he rewarded himself by using this criminal instrumant to enter a judgment to deny petitioner relief. Then he was rewarded twice again once by the 9th Dist. Ct. App's and again by the Tex.Ct.Crim. App's. by affirming his judgment. This rewarding criminals for their criminal adventures violates the principles decided by this Honorable Court in their will reasoned opinion in Simon and Schuster v. Crime Victims Bd., 116 L.Ed.2d 467, 502 U.S. 105, 112 S.Ct. 501 (1991) at 501 U.S. 119:

> "The State likewise has an undisputed compelling interest in ensuring that criminal **do not profit from their crimes.** Like most if not all States, New York has long recognized the "fundamental equitable princile," '[n]o one **shall be** permitted to profit by his own fraud, or take advantage of his own wrongs, or to found any claim upon his own iniquity, [unjust, harmful.1. **WICKNESS**, sinfulness. 2. A grossly immoral act; sin]..."

The trial judge has been rewarded two times over for his crimes, wickness and grossly immoral act of knowingly committing fraud upon his own court. Id. at 501 U.S. 119. Due to these undisputed criminal acts of Tex.PEN.CODE 37.10(a)(5), willful acts of wickness and immoral acts of committing fraud on his own court the answer to the fourth questions should be NO!

CONCLUSION

Petitioner has presented four questions he seeks to be answered. Each question has national importance due to the fact they deal with the manner plea agreements are written, they interpreted by the appeals courts. Whether the current standards of reviewing them are specific enough to protect the defendants reasonable understanding of the terms of the plea agreements. To also protect them when the state fails to faithfully fulfill their obligations of the plea agreement. For these reasons this petition for cetiorari should be granted.

Respectfully submitted,

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Date: 7-6-21