

NO _____

IN THE SUPREME COURT OF THE UNITED STATES

LISTON WATSON, Petitioner

v.

UNITED STATES, Respondent

ON PETITION FOR WRIT OF CERTIORARI
TO THE UNITED STATES OF APPEALS
FOR THE SIXTH CIRCUIT

PETITION FOR WRIT OF CERTIORARI

Respectfully Submitted

Liston Watson
Reg. No 73392-061
F.C.I. Brelin
P.O. Box 9000
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QUESTIONS PRESENTED FOR REVIEW

(1) Where the Petitioner's Plea Agreement was breached when the Court sentenced Petitioner to additional prison time to counts 1 and 5 outside his Plea Agreement; is in conflict with this Courts decision in **Santobello v. New York** (404 U.S. 257 (1971)); and whether the promise of no jail time as to counts 1 and 5 of the indictment constitutes a significant promise to which the prosecution is compelled to fulfill ?

(2) Where a "Sentence Bargain" between the prosecution and Petitioner through a 11(c)(1)(c) Plea Agreement binding upon the Court; Should Petitioner be afforded the right to withdraw his plea as stated in the Plea Agreement upon the Courts deviation from the "Sentence Bargain"?

(3) Whether the Sixth Circuit Court of Appeals erred when it failed to make factual findings by analyzing the fourth element of plain- error, where the first three having been conceded.

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U.S.S.G § 2b3.1 (b)(2)(c)

Fed R. Crim. P. 11

Fed R. Crim. P. Criminal Law § 59

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 judgment below.

OPINIONS BELOW

☒ For cases from **federal courts**:

The opinion of the United States court of appeals appears at Appendix A to the petition and is

☒ reported at U.S.App. LEXIS 24268 (6th Cir. Nov. 28, 2017), or,
☐ has been designated for publication but is not yet reported; or,
☐ is unpublished.

The opinion of the United States district court appears at Appendix A3 to the petition and is

☒ reported at U.S. Dist. LEXIS 154845; or,
☐ has been designated for publication but is not yet reported; or,
☐ is unpublished.

☐ For cases from **state courts**:

The opinion of the highest state court to review the merits appears at Appendix _____ to the petition and is

☐ reported at _____; or,
☐ has been designated for publication but is not yet reported; or,
☐ is unpublished.

The opinion of the _____ court appears at Appendix _____ to the petition and is

☐ reported at _____; or,
☐ has been designated for publication but is not yet reported; or,
☐ is unpublished.

LIST OF PARTIES

All parties appear in the caption of the case on the cover page

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JURISDICTION

☒ For cases from **federal courts**:

The date on which the United States Court of Appeals decided my case was November 28, 2017.

☐ No petition for rehearing was timely filed in my case.

☒ A timely petition for rehearing was denied by the United States Court of Appeals on the following date: January 4, 2018, and a copy of the order denying rehearing appears at Appendix A.

☐ An extension of time to file the petition for a writ of certiorari was granted to and including _____ (date) on _____ (date) in Application No. A.

The jurisdiction of this Court is invoked under 28 U. S. C. § 1254(1).

☐ For cases from **state courts**:

The date on which the highest state court decided my case was _____.
A copy of that decision appears at Appendix _____.

☐ A timely petition for rehearing was thereafter denied on the following date: _____, and a copy of the order denying rehearing appears at Appendix _____.

☐ An extension of time to file the petition for a writ of certiorari was granted to and including _____ (date) on _____ (date) in Application No. A.

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

Constitution and Statutory Provisions Involved

Fifth Amendment; No person shall be held to answer for a capital, or otherwise infamous crime, unless on a presentment or indictment of a Grand Jury, except in case arising in the land or naval forces, or in the Militia, when in actual service in time of war or public danger; nor shall any person be subject for the same offense to be twice put in jeopardy of life or; limb; nor shall be compelled in any criminal case to be a witness against himself; nor be deprived of life, liberty, or property, without due process of law; nor shall private property be taken for public use, without just compensation.

Federal Rules Of Criminal Procedure

Rule 11(c)(1)(c); Agree that a specific sentence or sentence range is the appropriate disposition of the case, or that a particular provision of the Sentencing Guidelines, or policy statement or sentencing factors does or does not apply (Such a recommendation or requests binds the Court once the Court accepts the Plea Agreement.

Rule 11(c)(5); rejection of the Plea Agreement or deviation from the "Sentence Bargain" permits the defendant to withdraw his guilty plea.

Criminal Law § Guilty Plea-Prosecutor's Promise; The disposition of criminal charges by agreement between the prosecutor and the accused, and the adjudication element inherent in accepting a plea of

guilty must be attended by safeguards to ensure the defendant what is reasonably due in the circumstances while those circumstances will vary nevertheless a constant factor is that when a plea rests in any significant degree on a promise or agreement of the prosecutor, so that it can be said to be part of the inducement or consideration, such promise must be fulfilled.

STATEMENT OF CASE

The petitioner Liston Watson ("Watson or Petitioner"), was indicted on November 4, 2016 on five counts of bank robbery in violation of 18 U.S.C §§ 2113(a) and (d) and five counts of possession of a firearm in furtherance of a crime in violation of 18 U.S.C. § 924(c). On February 23, 2016 Mr. Watson move to replace Counsel and express concern on the record that his then Counsel Mrs. Lockard was not securing information from third parties that would have mitigated his crimes. Watson explained in layman's term- that Counsel's performance during the plea negotiation process was putting him in a disadvantageous position in a case that potentially meant a life sentence for him. The District Court denied this motion issuing a continuance for Watson and Counsel with more time to work it out.

On April 25, 2016 Watson, through Counsel, moved for a suppression hearing but instead Counsel withdrew the motion to suppress as part of a Global Plea Agreement with the Government which was contingent upon Mr. Watson not filing any pre-trial motions. During this same hearing Watson also objected to the fact that he was been pressured by Counsel to plea guilty that Counsel wanted an answer "within the meeting "with in an hour", and was not giving him ample time to think about it. He then motioned for a continuance which the Government opposed and the Court denied.

Mr. Watson plead guilty on April 25, 2016. His written 11(c)(1)(c) Plea Agreement included two counts of bank robbery and two counts of § 924(c), with an agreed sentence of 360 months

for the § 924(c) violations and no time for the robberies. With the acceptance of the plea, three counts of robbery and three counts of § 924(c) were dismissed by the prosecution. The written plea agreement he signed advised him in-correctly that the Statutory Maximum on the bank robbery counts was up to 20 years imprisonment (See Plea Agreement .Pg ID 98 marked Appendix B). The transcript of the colloquy reflects that the Statutory Maximum was stated correctly to be 25 years.

On June 13, 2016 the District Court Judge held an on the record in-chambers conference with Counsel and notified the parties that the written plea agreement was mistaken in advising the Defendant that counts 1 and 5 carry a maximum penalty of up to 20 years (See Transcript Pg Id 183 ln 6-17 marked Appendix C). During the conference, the District Judge advise Counsel as follows.

The Court..."[I]t accurs to us that perhaps when the time comes for sentencing, we should run the tape back a bit and inquire further whether Mr.Watson is really on board with this plea agreement with the correction of 20 years maximum on counts 1 and 5 to 25 years which is correct.
The Court .. And you know if he decides to back out ...we'll backout and we'll start over."

Thereafter on June 24, 2016 Mr.Watson moved pro-se to withdraw his plea, citing "Ineffective Assistance of Counsel" on July 7, 2016 he also move to appoint new Counsel. On July 11, 2016 the Court held a hearing on both motions. During the hearing Mr.Watson reiterated his desire for new Counsel (See Transcript Pg ID 219 marked Appendix D). He stated unequivocally that he wanted to withdraw his guilty plea. He explained that although he had repeatedly request the substance of evidence that the

prosecutor said they had against him which made him sign the plea that evidence was not disclosed prior to the plea "and again, those evidence I asked for the past two months" Watson stated he first recieved disclosure of the evidence "two minutes ago"

Because of Mr.Watson request for new counsel Mrs.Lockard did not argue on his behalf for the withdrawal of the plea. However Mrs.Lockard reminded the Court of its earlier promise, during the June 13th conference offering a new Rule 11 colloquy to correct the Statutory Maximum for the bank robbery and (b) an opportunity to withdraw his plea. The Court advised Mr.Watson to talk it over with his new attorney and maybe she will think about it. Through his new attorney on October 20, 2016 a motion to withdraw guilty plea on Mr.Watson behalf citing the failure to comply with federal Rules Of Criminal Procedure 11(b)(1)(h)and (I) which reference the requirement to notify the defendant of maximum possible penalties. Without allowing oral argument the Court with written order denying it.

Among the facts and proceeding relevant to this petition following Mr.Watson conviction The United States Probation Office prepared a pre-sentence investigation report ("PSR") which calculated a base offense level of 20 pursuant to U.S.S.G. § 2b3.1(a) an according with U.S.S.G. § 2b3.1(b)(1) the property of a financial institution was taken increased by two levels; also a five level increase pursuant to U.S.S.G. § 2b3.1(b)(2)(c) because a firearm was possessed in connection with the bank robbery and a four level enhancement for pseudo counts for a total offense level of 31. With the defendant timely plea and acceptance of

responsibility the offense level was reduced 3 levels for an ultimate offense level of 28. The PSR. stated the calculation was overridden by the 11(c)(1)(c) plea of 360 months which the "PSR" found to be fair and appropriate sentence recommendation in agreement with the plea. With no additional recommendation for any other sentence to further counts. As reviewed by the Courts (see sentencing Transcript Pg Id 284-288 marked Appendix E).

ON December 1, 2106 Mr. Watson again wrote a letter to the Judge stating he was pressured to plea guilty, against his better judgement, prior to receiving the operability report from the Government.

On December 12, 2016 Mr. Watson was sentenced to a five year term on the first 924(c) count and twenty five year term on the second 924(c) count to be served consecutive. As to the bank robbery counts the prosecution request to amend the sentence to include a concurrent "one day" additional sentence to each count to be served consecutive to the thirty years totaling of 30 years and "one day" which the District Court imposed.

THE COURT OF APPEALS DECISION:

In petitioner's brief submitted to the United States Courts of Appeals from the Sixth Circuit, Mr. Watson asserted numerous grounds for relief such as abuse of discretion by the District Court. Among those relevant to this petition Mr. Watson assert the breach of his Plea Agreement and Failure to provide him with the opportunity to withdraw his guilty plea comprising of Sixth Amendment violation of due process for the "one day" sentence enhancement pursuant to Federal Rules of Criminal Procedure §

11(c)(1)(c) and 11(c)(5).

Additionally Mr. Watson moved pro-se to supplement his appellate brief which was denied on July 18, 2017 citing that there is no right to supplement brief or hybrid representation on appeal.

Mr. Watson argues that the District Court erred by not letting him withdraw his plea after it breached his plea agreement. He never objected on this ground so the Appellate Court reviewed for plain error, Puckett v. United States, 556 U.S. 129, 135-36, 143 (2009). "Therefore, we look for (1) error, (2) that is plain and (3) that affect[s] substantial rights Johnson v. United States, 520 U.S. 461, 467 (1997) alteration in original) (internal quotation marks omitted). If we find all three we may in our discretion correct a forfeited error but only if (4) the error seriously affect[s] the fairness integrity, or public reputation of judicial proceedings. The Courts stated that Mr. Watson "mentions "Plain Error" in a heading but never outlines its four elements and never argues that they are met." And continued to state that the Government in its argument has conceded to the first three plain error elements. However the Appeals Court affirmed the judgement stating a party may not raise an issue on appeal by mention[ing it]... in the most skeletal way leaving the Court to ..put flesh on its bones" therefore considered the argument abandoned.

On December 10, 2017 Mr. Watson timely filed a motion for rehearing which was denied on January 4, 2018.

REASON FOR GRANTING PETITION

I **Where Petitioner Plea Agreement was breached at sentencing due to the un-fulfilled promise of the prosecution**

Federal Rules of Criminal Procedure 11(c)(1)(c): A recommendation or request binds the Court once the Court accepts the Plea Agreement.

Mr. Watson entered a 11(c)(1)(c) binding Judicially-Approved plea agreement guaranteeing a maximum sentence of 360 months in prison, and stood convicted, the prosecution breached the Plea Agreement by moving to amend the sentence bargain and the District Court acted contrary to Federal Law clearly established by the Supreme Court and Federal Rules of Criminal Procedure. Mr. Watson contend that the District Court erred by de-facto rejecting the sentence bargain included in the Plea Agreement pursuant to Rule 11 without affording Mr. Watson the opportunity to withdraw his pleas, (see United States v. Darian Mitchell, 63 Fed Appx 224; 2003 U.S. App lexis 9588.

On April 25, 2016, Liston Watson stood in open court before the Honorable Sandra S. Beckwith Judge of the U.S. Federal Court Southern District of Ohio and pursuant to a written plea agreement Petitioner plea guilty to two counts of armed bank robbery in violation of 18 U.S.C §§ 2113(a) and (d) and two counts of possession of a firearm of furtherance of a crime in violation of 18 U.S.C. § 924(c). Mr. Watson also admitted to a series of other robberies in exchange for Watson's waiver of his constitutional and numerous other rights the prosecution

dismissed the remaining six counts thereby promise Watson a maximum sentence of 360 months for the 924(c) offenses and no time for the robbery offenses (See Plea Hearing Transcript Pg Id 158 line 18-25 Pg 159 line 1-6 marked Appendix F) and five years supervised release as explained both in the written plea agreement, and Judge Beckwith during the Plea Colloquy. Judge Beckwith then accepted Watson's plea and admissions and stated that

"with the aid of PSR will determine what facts are relevant to sentence". "[And] if I choose not follow the terms of the plea Agreement regarding the sentence I will give you the opportunity to withdraw your plea of guilty or any of your pleas of guilty" (emphasis added).

Watson stood convicted; under clearly established Supreme Court law the Plea Agreement bound the Government; see Mabry v. Johnson, 467 U.S. 504, 507-08 (1984)(a defendant's guilty plea implicates the constitution not the plea bargain standing alone); Santobello v. New York 404 U.S. 257 262 (1971)([W]hen a plea rests in any significant degree of promise or agreement of the prosecution, so that it can be said to be a part of the inducement or consideration such promise must be fulfilled.) In Watson's case the government was bound by its agreement in open Court that there would be no jail time for the robbery offenses and the punishment could be no greater than 360 months. Under Santobello v. New York, 404 U.S. 257 261, 62 (1971) a criminal defendant has a due process right to enforce the terms of his plea agreement; see also Doe v. Harris, 640 F.3d 972 975 (9th Cir. 2011); Brown v. Poole, 337 F.3d 1155 1159 (9th Cir. 2003).

Improbably, the day of the schedule sentencing the

Prosecutor moved to amend the sentence recommendation to include an additional "one day" prison sentence to counts 1 and 5 to be served concurrently but consecutive to the already agreed 360 months sentence.(see sentencing hearing Pg Id 305 lines 1-14 marked Appendix G). Not only did the prosecution breached the Plea Agreement by seeking to amend the sentence after the deal was sealed. This clearly states ("when a guilty plea is entered in exchange for a specific benefit such as the dismissal of other counts or an agreed maximum punishment both parties, including the State must abide by the terms of the agreement). Such an implied term would render the agreement illusory by providing the State unfettered license to terminate it. See Sateriale v. R.J. Renoylds Tobacco Co, 697 F.3d 777 791 (9th Cir. 2012). ([A]n enforceable termination clause that gives a promisor an unrestricted power to terminate a contract at anytime without notice renders the promise illusory and unenforceable at least so long as the purported contract remains wholly executory). Plea Agreements are contractual in nature and subject to the standards of construction applicable contracts. See United States v. Miandell, 50 F.d 970 973 (6th Cir. 1990).

**II Should Petitioner be afforded the right to withdraw
 his plea as stated in the Plea Agreement; upon the
 Courts deviation from the "sentence bragain".**

The language of the agreement between appellant Watson and the United States leaves no room for disagreement. The parties incorporated a reference to Rule 11(c)(1)(c) moreover they specifically incorporated the protections provided by rule

11(c)(5); rejection of the Plea Agreement or deviation from the "sentence bargain" permits defendant to withdraw his guilty plea. Applying the plain meaning standard applicable to contracts in general, conclude that the parties agreed to a specific sentence of 360 months and binding on the Court.

The District Court unreasonably applied clearly-established Supreme Court authority by failing to recognize that the breach [was] undoubtedly a violation of the defendant's rights Puckett v. United States, 556 U.S. 129 136 (2009) (citing Santobello, 404 U.S. at 262). This Court also held in Santobello v. New York, 30 LED 2d 427, 404 U.S. 257 The interest of justice and proper recognition made in connection of the prosecution duties in relation to promise made in connection with any agreement on a plea of guilty require that the judgement be vacated and that the case be remanded to the Courts for further consideration as to whether the circumstance [of each case where due process] requires only that there be a specific performance of the agreement on the plea (in which case petitioner should be resentenced by a different judge) or petitioner should be afforded the relief he seeks of withdrawing his guilty plea. The breach prejudice the defendant where the exposure to an increase jail time calls into question the Sixth Amendment violation as established by this Court in Glover V. United States, 531 U.S. 198, 203 121 S.Ct. 696 148 L Ed 2d 604 (2001) "Any [increase in the] amount of actual jail time" may constitute prejudice. ("Authority does not suggest that a minimal amount of additional time in prison cannot constitute prejudice. Quite to the

contrary, our jurisprudence suggests that any amount of actual jail time has Sixth Amendment significance.

III **Whether the Sixth Circuit Court of Appeals erred when it failed to analyze the fourth element of the Plain Error Review**

The district Court erred in its decision to grant Petitioner the opportunity to withdraw his plea and the Appellate Court erred when it reviewed the case for Plain Error. The Plain Error Review is not a standard of argument developed by parties seeking relief but rather an administrative process established within the confines of the Judicial System to apply fairness to redress clear and obvious "Error" that occurred in the lower courts. Partly this standard of review is to determine the substantive reasonableness of a sentence is reviewed under a abuse of discretion standard, United States v. Curry, 536 F3d 571 573 (6th Cir. 2008). A sentence maybe substantively unreasonable if the sentencing Court impose a sentence arbitrarily based on impermissible factors or unreasonably weigh a pertinent factor. [Also] whether the Government's conduct violated the agreement similarly presents a question of law that this Court review De Novo. United States v. Wells, 211 F 3d 988 995 (6th Cir. 2000). The Court must hold the Government to a greater degree of responsibility than the defendant ... for imprecisions or ambiguities in Plea Agreements United States v. Johnson, 979 F.2d 396 399 (6th Cir. 1992)(citation and quotation omitted).

(A) THE ERROR SERIOUSLY AFFECTS THE FAIRNESS,
INTEGRITY AND PUBLIC REPUTATION OF
JUDICIAL PROCEEDINGS.

" A plain error that affects substantial rights may be considered even though it was not brought to the Court's attention"). Plain -Error review involves four prongs:

First there must be an error or defect- some sort of deviation from a legal rule that has not been intentionally relinquished or abandoned, i.e., affirmatively waived by the appellant. Second the legal error must be clear or obvious, rather than subject to reasonable dispute. Third, the error, must have affected the Appellants substantial rights, which in the ordinary case means he must demonstrate that it affect the outcome of the District Court proceedings. Fourth and finally, if the above three prongs are satisfied, the Court of Appeals has the discretion to remedy the error- discretion which ought to be exercised only if the error seriously affects the fairness, integrity or public reputation of judicial proceedings. Puckett v. United States, 556 U.S 129, 135, 129 S.Ct. 1423, 173 L. Ed. 2d 266 (2009)(citations, alterations and internal quotations omitted).

In the instant case, the Appellate Courts made the determination that Petitioners's argument is considered abandoned under Vander Boegh, 772 F.3d at 1063. Having made that determination, the Appeals Court states, although the Government concedes the first three plain error elements, Watson has not

shown plain error because he has again presented a perfunctory argument. He mentions "Plain Error" in a heading, but never outlines its four elements and never argues they are met. Instead, Watson simply describes what happened at sentencing "the parties agreed upon a flat 360 months sentence""[T]he District Court breached this agreement in sentencing this defendant to 360 months incarceration 'and one day'" and defendant was not permitted to withdraw the plea." "A party may not raise an issue on appeal by mention[ing it]... in the most skeletal way, leaving the Court to... put flesh on its bones." United States v. Hendrickson, 822 F.3d 812 n.10 (6th Cir. 2016)"alteration in original)(internal quotations marks ommited).

The Appeals Court should have made the factual findings by analyzing the fourth element of the plain error, based on reason that the first three were already been conceded by the Government. The Appellate Court should have made the determination in light of the fourth prong in regards to the breach of agreement in sentencing Petitioner to 360 months and one day instead of the agreed upon 360 months. The Appellate Courts stated that its within their discretion to correct a forfeited error but only if the first three elements of the Plain Error prong is met. Here, in petitioner's case his brief mentioned the plain erred and the Government conceded to the first three elements, also acknowledge by the Appellate Courts; wherefore the petitioner's burden to prove the first three elements have been met, which includes: (1) error: where the plea agreement has a specified sentence of 360 months (2) that it is

plain: The Court sentenced the petitioner to an increase jail time outside the agreement of 360 months (3) that affect[s] substantial rights: the increase was imposed arbitrarily without due process which the petitioner never plead to nor was found guilty of by a jury which violates his constitutional rights. Petitioner contends the error affects the outcome of the District Court proceedings in relation to the error. With the Petitioner numerous attempts to withdraw his guilty plea and proceed to trial the District Court correct proceeding would have given Petitioner the opportunity to withdraw his guilty plea in accordance with rule 11(c)(5) and the terms of the Plea Agreement. For these reasons the government conceded to the first three elements. Within reasonableness the only element to be considered by the Appellate Courts was the fourth element which states "if the error seriously affect[s] the fairness and integrity, [and] public reputation of Judicial proceedings". This error clearly affects fairness, due to the fact that the plea states clearly an agreed sentence and if this sentence bargain is not met the defendant reserves the right to withdraw. Also it affects the public reputation of Judicial proceedings because Federal Rules of Criminal Procedure Rule 11(c)(5) which governs this proceeding also states that the deviation from the "Sentence Bargain" gives the defendant the right to withdraw his guilty pleas. This was clearly established in the Plea Colloquy by Judge Beckwith who advised the petitioner that

"if I choose not to follow the terms of the Plea Agreement regarding the sentence I will give you the opportunity to withdraw your plea of guilty

or any of your pleas of guilty".

Therefore the right the Petitioner is seeking to withdraw his plea was clearly established within the bounds of the Judicial process. The district Court failure to offer the petitioner the opportunity to withdraw his guilty plea prior to sentencing him outside of the specified agreement is exactly the safeguard or reason for Federal Rules of Criminal Procedure 11(c)(5) to prevent the Court from circumvent or conflicts with the Criminal Procedure or Statutory Provisions. In this very instance. [When the reason for a rule ceases, so should the rule itself.(Maxim)] Also for these same reasons the Petitioner's argument cannot be considered underdeveloped, because the government acquiesce in error, conceded would not require the petitioner to demonstrate the first three plain error elements. Moreover, the government concession weights in favor of the Petitioner, and well as it satisfied the first three elements of the plain error review.

Because the first three elements where already conceded to and the fourth element of the plain error coincided with the laws and facts, in the petitioner's favor, thus his argument was not in the presentation perfunctory. As the petitioner has demonstrate supra., the error seriously affect[s] the fairness, integrity, [and] public reputation of judicial proceedings. Petitioner had establish the existence of the three elements required in the plain error test. From these source the appeals Judges should have made the determination on the forth element of the plain error. Given the importance of defining the "fourth element" of the plain error review that seriously affects the

fairness integrity [and] public reputation of judicial proceedings, and the constitutional violation, Petitioner seeks this Court review.

Furthermore the Appellate Courts abused its discretion by failing to treat similarly situated parties similarly. (see United States v. Darian Mitchell, 63 Fed Appx,224;2003 U.S. App. Lexis 9588); where the Appellate Court for the Sixth Circuit vacated Mr.Mitchell's sentence agreeing that "a District Court erred by de-facto rejecting the sentencing bargain included in the Plea Agreement entered pursuant to Rule 11 of Federal Rules of Criminal Procedure without affording Mr.Mithchell the opportunity to withdraw his plea. Finding merit in his third contention, we VACATE his sentence". Similarly the Appeals Courts in its decision states Watson simply describes what happened at sentencing; the parties agreed upon a flat 360 month sentence [T]he District breached this agreement in sentencing the defendant to 360 months and one day; and defendant was not given the opportunity to withdraw his guilty pleas. Here Petitioner has demonstrated the exact reasoning the Appellate Courts has determined in the above case to be adequate to vacate Mitchell's sentence where this right was denied. Therefore the Petitioner's position and request is in fact fair and equitable-in this very case and in vast majority of cases to which this rule apply. Petitioner respectfully asked that his sentence be vacated in agreement with the facts and clearly established precedence and Judicial laws.

CONCLUSION

For all the facts established aligned with the logical application of law under Federal Rules of Criminal Procedure 11(c)(5), Mr. Watson should have been given the opportunity to withdraw his guilty plea due to the un-fulfilled promise of the Prosecution and the deviation from the "Sentence Bargain" by the District Court ;

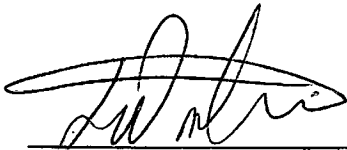
In Frye, Justice Kennedy, writing for the majority, noted that ninety-seven percent of federal convictions are the result of guilty pleas, for the most part our's is a system of pleas not of trials, to a large extent horse trading [between prosecutor and defense counsel] determines who goes to jail an for how long that is what plea bargaining is it is not some adjunct to the criminal justice sysytem; it is the criminal justice system, therefore the negotiation of a plea bargain rather than the unfolding of a trial is almost always the critical point for a defendant. Therefore as stated by this Court in Santobello plea bargaining is an essential component of the administration of justice, properly administered is to be encouraged.

Therefore Petitioner respectfully ask this Court to vacate his sentence to assure and enforce the safeguards within the Judicial process to guarantee a defendant of what he is promised by the prosecution and the Courts. If they are allowed to breach an agreement with no rights afforded to the injured party then the promise is illusory and unenforceable as determined by this Courts.

PRAYER FOR RELIEF

Wherefore, based on the above LISTON WATSON prays this Honorable Court remand this case to the Sixth Circuit Court of Appeals with instruction to vacate his sentence due to the District Court denial of his Constitutional and procedural claims presented herein. Or issue a Writ of Certiorari for further review.

Respectfully submitted on this 26 day of March 2018.



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