No. 26-5367

IN THE SUPREME COURT OF THE UNITED STATES

REGINALD DEWAYNE BROWN, PETITIONER

v.

UNITED STATES OF AMERICA

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

BRIEF FOR THE UNITED STATES IN OPPOSITION

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QUESTION PRESENTED

Whether the district court was required to accept a plea agreement under Federal Rule of Criminal Procedure 11(c)(1)(C) that would have obligated the court to impose a sentence that it found inappropriate.

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OPINION BELOW

The opinion of the court of appeals (Pet. App. 1a-14a) is available at 2026 WL 1047244.

JURISDICTION

The judgment of the court of appeals was entered on April 17, 2026. A petition for rehearing was denied on June 12, 2026 (Pet. App. 15a). The petition for a writ of certiorari was filed on August 19, 2026. The jurisdiction of this Court is invoked under 28 U.S.C. 1254(1).

STATEMENT

Following a jury trial in the United States District Court for the Western District of Kentucky, petitioner was convicted on one count of conspiring to possess five or more kilograms of cocaine with intent to distribute, in violation of 21 U.S.C. 846, 841(a)(1) and (b)(1)(B)(ii)(II), and one count possessing five or more kilograms of cocaine with intent to distribute, in violation of 21 U.S.C. 841(b)(1)(B)(ii)(II). Pet. App. 18a-19a. He was sentenced to 198 months of imprisonment, to be followed by six years of supervised release. Id. at 20a-21a. The court of appeals affirmed. Id. at 1a-14a.

1. In 2022, detectives who were conducting surveillance saw petitioner and two other men enter a house in Louisville, Kentucky. Pet. App. 2a-3a. One of the men later left the house, drove to the parking lot of a local hotel, and transferred items from the car to a pickup truck. Id. at 3a. Later searches uncovered a kilogram of cocaine in the truck, as well as $59,110 in cash in vacuum-sealed bags in a hidden compartment in the car. Ibid. A warrant-authorized search of the house uncovered "a large amount of narcotics," "a large amount of money," vacuum seals, bags, and digital scales. Id. at 4a (citation omitted).

A federal grand jury indicted petitioner on one count of conspiring to possess five or more kilograms of cocaine with intent to distribute, in violation of 21 U.S.C. 846, 841(a)(1) and (b)(1)(A)(ii)(II), and possessing five or more kilograms of

cocaine with intent to distribute, in violation of 21 U.S.C. 841(b)(1)(A)(ii)(II). Pet. App. 4a. The government later filed a superseding information charging petitioner with the same offenses, but for the amount of "500 grams or more" of cocaine. Id. at 5a (citation omitted); see 21 U.S.C. 841(b)(1)(B)(ii)(II).

2. Federal Rule of Criminal Procedure 11(c)(1)(C) provides that a defendant may plead guilty to a charged offense in conjunction with the parties' agreement "that a specific sentence or sentencing range is the appropriate disposition of the case." Fed. R. Crim. P. 11(c)(1)(C). Federal Rule of Criminal Procedure 11(c)(3)(A) then permits the district court to "accept the agreement, reject it, or defer a decision until the court has reviewed the presentence report." Fed. R. Crim. P. 11(c)(3)(A). If the court "accepts the agreement," then the sentencing "request binds the court." Fed. R. Crim. P. 11(c)(1)(C).

Here petitioner and the government initially agreed, pursuant to Rule 11(c)(1)(C), that petitioner would plead guilty to the charges in the superseding information, and the parties would agree to a sentence of 60 months of imprisonment. Pet. App. 5a. As permitted by Rule 11(c)(3)(A), the court deferred a decision on the agreement until the presentence report was prepared. Ibid. The presentence report subsequently attributed 11.58 kilograms of cocaine to petitioner and calculated an advisory Guidelines range of 130 to 162 months of imprisonment. See Pet. App. 5a, 9a. And after reviewing the report, the district court

rejected the agreement, explaining that "the parties had not provided adequate justification for such a large downward variance from the low end of the Guidelines range, 130 months, to the agreed-to 60 months." Id. at 5a.

The district court found that a 60-month sentence would be "insufficient" and "would not provide just punishment given the nature and circumstances of the offenses of conviction and given [petitioner's] history and characteristics." Pet. App. 7a (citation omitted). The court was especially "troubl[ed]" by petitioner's "criminal history," which included "wanton endangerment first degree," "multiple convictions for possession of cocaine," "a domestic violence conviction," "another conviction involving a domestic incident with a gun," and "multiple firearms-related convictions." Id. at 31a.

The parties subsequently entered into a new plea agreement, in which they agreed to a sentence of 72 months of imprisonment. Pet. App. 5a. The district court rejected the second agreement for the same reasons as the first. Id. at 6a. Petitioner then decided to withdraw his guilty plea, and the parties proceeded to trial on the original indictment. Ibid. The jury found petitioner guilty on both counts, and the district court sentenced petitioner to 198 months of imprisonment, to be followed by six years of supervised release. Ibid.

2. The court of appeals affirmed. Pet. App. 1a-14a.

The court of appeals rejected petitioner's contention that the district court had erred by rejecting the first plea agreement. Pet. App. 6a-10a; see id. at 6a n.3 (noting that petitioner had challenged the rejection of only the first plea agreement). The parties disputed whether that contention was subject to plain-error review, but the court of appeals determined that, even if it was not, the contention still failed. Id. at 6a.

The court of appeals explained that acceptance or rejection of a plea agreement under Rule 11(c)(1)(C) is "the prerogative of the district court." Pet. App. 6a (citation and ellipsis omitted). And while it added that "[a] district court must * * * give a sound explanation for rejecting a plea agreement," it found that the district court had done so here. Pet. App. 6a (citation and ellipsis omitted). Specifically, the court of appeals found that "the wide disparity between the agreed-to 60-month sentence and the Guidelines range, as well as the failure of the 60-month sentence to reflect the seriousness of [petitioner's] offenses and criminal history[,] constituted a sound explanation for the court's rejection of the plea agreement." Id. at 7a.

ARGUMENT

Petitioner contends (Pet. 9-18) that the district court was required to accept his plea agreement. The court of appeals correctly rejected that contention, and its decision does not conflict with any decision of this Court or any other court of

appeals. This case also would be an unsuitable vehicle for considering the question presented. The petition for a writ of certiorari should be denied.

1. Federal Rule of Criminal Procedure 11(c)(1) "divides plea agreements into three types, based on what the Government agrees to do." United States v. Hyde, 520 U.S. 670, 675 (1997). "In type A agreements, the Government agrees to move for dismissal of other charges; in type B, it agrees to recommend (or not oppose the defendant's request for) a particular sentence; and in type C, it agrees that the defendant should receive a specific sentence [or a sentence within a specific range]." Ibid.

A district court may "accept" or "reject" a Type-C plea agreement. Fed. R. Crim. P. 11(c)(3)(A). "In deciding whether to accept" such an agreement, "the district court must consider the Sentencing Guidelines." Hughes v. United States, 584 U.S. 675, 682 (2018). If the court accepts the agreement, the agreed-upon sentence or range "binds the court." Fed. R. Crim. P. 11(c)(1)(C). "The court may not accept the agreement unless the court is satisfied that '(1) the agreed sentence is within the applicable guideline range; or (2)(A) the agreed sentence is outside the applicable guideline range for justifiable reasons; and (B) those reasons are set forth with specificity.'" Hughes, 584 U.S. at 682 (quoting Sentencing Guidelines § 6B1.2(c) (2016)).

In this case, the court of appeals correctly determined that the district court did not abuse its discretion in rejecting the parties' first Type-C plea agreement. See Pet. App. 8a. The presentence report calculated an advisory Guidelines range of 130 to 162 months of imprisonment, but the agreement provided for a sentence of 60 months of imprisonment. See id. at 7a. "The district court's reliance on the wide disparity between the agreed-to 60-month sentence and the Guidelines range, as well as the failure of the 60-month sentence to reflect the seriousness of [petitioner's] offenses and criminal history[,] constituted a sound explanation for the court's rejection of the plea agreement." Ibid.

2. The petition for a writ of certiorari rests on an error about the scope of the district court's evaluation of the plea agreement. Although petitioner at one point acknowledges (Pet. 5) that the agreement here was a sentence bargain "made pursuant to Rule 11(c)(1)(C)," he repeatedly and erroneously characterizes (Pet. 3, 10-12, 16-19) the district court as having considered the appropriateness of the charges, rather than the sentence. But the district court took the charges, as set forth in the superseding information, as a given and rejected the agreement because it determined that the gap between the agreed-upon sentence and the applicable Guidelines range had not been adequately justified. See Pet. App. 7a.

Contrary to petitioner's claim (Pet. 15-18), the district court's rejection of the Type-C agreement here did not intrude on the Executive Branch's authority to make charging decisions. Although the charges in the superseding information (alleging "500 grams or more" of cocaine) were lesser-included offenses of the enhanced charged in the original indictment (involving 5 kilograms or more of cocaine), Pet. App. 6a, the court limited itself to consideration of the agreed-upon sentence. In rejecting the plea agreement, the court never suggested what charges (if any) petitioner should face -- much less reject the agreement based on a judgment that the charges against petitioner were inadequate.

Petitioner emphasizes (Pet. 2) that the presentence report calculated petitioner's Guidelines range based on a drug quantity of 11.58 kilograms, which would have been consistent with the original indictment. But the Sentencing Guidelines generally focus on "the real conduct that underlies the crime of conviction," even if that conduct "'is not formally charged or is not an element of the offense.'" United States v. Booker, 543 U.S. 220, 250-251 (2005) (citation omitted). There is thus no inconsistency between the superseding indictment's specification of a drug quantity of "500 grams or more," Pet. App. 5a (emphasis added; citation omitted), and the presentence report's reliance on a drug quantity of 11.58 kilograms. Petitioner "raised [no] objections" to the report's determination of the drug quantity and calculation of the resulting Guidelines range. Id. at 7a. And the district court's

rejection of the plea agreement rested on the gap between the agreed-to sentence and the Guidelines range, see ibid., not on dissatisfaction with the charges in the superseding information or a preference for the charges in the original indictment.

3. The decision below does not conflict with the decision of any other court of appeals. Petitioner's contrary assertion, like his arguments on the merits, rests on a misunderstanding of the district court's decision in this case.

Most of the decisions on which petitioner relies (Pet. 10-12) did not involve Type-C plea agreements, in which the parties agree on a "specific sentence or sentencing range," Fed. R. Crim. P. 11(c)(1)(C), but instead involve Type-A plea agreements, in which the government explicitly agrees that it "will * * * not bring, or will move to dismiss, other charges" in exchange for the defendant's agreement to plead guilty to the remaining ones, Fed. R. Crim. P. 11(c)(1)(A). In In re Ellis, 356 F.3d 1198 (2004), for example, the en banc Ninth Circuit determined that a district court erred by rejecting a Type-A agreement and "forc[ing] the government to prepare to try [the defendant] on a charge it did not want to bring." Id. at 1209; see id. at 1200 (agreement was "governed" in part by "Rule 11(c)(1)(A)").

Similarly, in United States v. Papke, 149 F.4th 1169 (2025), the Tenth Circuit overturned a district court's rejection of a Type-A agreement, explaining that, "while 'courts enjoy considerable discretion in their consideration of sentence bargains,'"

"their discretion 'is more limited with respect to charge bargains.'" Id. at 1181 (brackets and citation omitted); see id. at 1185-1189. In United States v. Ammidown, 497 F.2d 615 (1973), the D.C. Circuit determined that a district court had abused its discretion by "reject[ing] a plea bargain * * * on the ground that the public interest required that the defendant be tried on a greater charge." Id. at 617. And while petitioner asserts that (Pet. 12) a "line of authority in the First, Second, Eighth, and Ninth Circuits" considers "Section 6B1.2(a) [of the Sentencing Guidelines] [to be] the exclusive safety valve for a court dissatisfied with a charge bargain," none of those decisions obligates a district court to accept a Type-C sentence bargain in which it finds the agreed-upon sentence to be inappropriate.

Two additional decisions cited by petitioner are likewise inapposite because they involved improper district-court interference with the Executive Branch's authority to make charging decisions. In In re Vasquez-Ramirez, 443 F.3d 692 (2006), the Ninth Circuit determined that a district court erred by rejecting a defendant's unconditional plea in an effort "to force the government to pursue a charge it d[id] not wish to press." Id. at 698. And in United States v. Fokker Services B.V., 818 F.3d 733 (2016), the D.C. Circuit determined that a district court erred by denying a motion under the Speedy Trial Act of 1974, 18 U.S.C. 3161 et seq., "based on concerns that the government should bring different charges or should charge different defendants." 818

F.3d at 738. This case, in contrast, does not involve judicial rejection of the Executive Branch's choice of charges; rather, it involves judicial rejection of an agreed-upon sentence.

The three remaining decisions cited by petitioner (Pet. 10) are even less relevant. In In re Benvin, 791 F.3d 1096 (2015), the Ninth Circuit determined that the district court had "violated Rule 11(c)(1)'s prohibition on judicial involvement in plea discussions" by "repeatedly suggest[ing] that the parties stipulate to a [specific] restitution amount." Id. at 1103. In In re Morgan, 506 F.3d 705 (2007), the Ninth Circuit determined that a district court erred by adopting a "categorical" rule of rejecting Type-C agreements, regardless of "the specific circumstances" of the case. Id. at 712. And in United States v. Goodall, 236 F.3d 700 (2001), the D.C. Circuit determined that the district court had erred by rejecting a Type-C agreement based on a belief that it "had no discretion to issue a sentence that was outside of the otherwise applicable Guidelines range." Id. at 702; see id. at 703-706. This case does not involve improper judicial involvement in plea discussions, a categorical practice of rejecting all Type-C agreements, or rejection of a plea agreement based on an erroneous belief that the district court has no discretion to impose an agreed-upon sentence that varies from the Guidelines range.

4. In any event, this case would be a poor vehicle for considering the question presented, because the issue would be subject only to plain-error review. As the government observed

below, because petitioner failed to object to the district court's rejection of the plea agreement, his contention was subject to review only for plain error. See Gov't C.A. Br. 10-11; see also Fed. R. Crim. P. 52(b). The court of appeals found it unnecessary to resolve the parties' dispute over the standard of review, see Pet. App. 6a, but "[a]s the prevailing party," the government would be "free to defend its judgment on any ground properly raised below whether or not that ground was relied upon" by the court of appeals, Washington v. Confederated Bands and Tribes of the Yakima Indian Nation, 439 U.S. 463, 476 n.20 (1979).

CONCLUSION

The petition for a writ of certiorari should be denied.

Respectfully submitted.

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