

ORIGINAL

IN THE SUPREME COURT OF THE UNITED STATES

OCTOBER TERM, 2026

No. 26-5862

FILED

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OFFICE OF THE CLERK
SUPREME COURT, U.S.

ORLANDO F. HILL,
Petitioner,

v.

STATE OF WISCONSIN,
Respondent.

**ON PETITION FOR A WRIT OF CERTIORARI TO THE
WISCONSIN COURT OF APPEALS, DISTRICT II**

PETITION FOR A WRIT OF CERTIORARI

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QUESTION PRESENTED

Whether Article III(a) of the Interstate Agreement on Detainers permits waiver of its 180-day trial requirement based on a denied request for adjournment and failure to object to a post-deadline preliminary-hearing date, where neither the defendant nor counsel agreed to delay trial beyond the statutory period.

PARTIES TO THE PROCEEDING

Petitioner Orlando F. Hill was the defendant-appellant-petitioner below. Respondent State of Wisconsin was the plaintiff-respondent below.

RELATED PROCEEDINGS

State of Wisconsin v. Orlando F. Hill, Waukesha County Circuit Court No. 2021CF000649 (judgment of conviction filed Aug. 4, 2023).

State of Wisconsin v. Orlando F. Hill, Wisconsin Court of Appeals, District II, No. 2024AP1612-CR (summary disposition order entered Oct. 29, 2025).

State of Wisconsin v. Orlando F. Hill, Wisconsin Supreme Court, No. 2024AP1612-CR (petition for review denied Aug. 18, 2026).

CORPORATE DISCLOSURE STATEMENT

No corporate disclosure statement is required. Petitioner is an individual, and Respondent is a State.

TABLE OF CONTENTS

QUESTION PRESENTED	i
PARTIES TO THE PROCEEDING	ii
RELATED PROCEEDINGS	ii
TABLE OF CONTENTS	iii
TABLE OF AUTHORITIES	iv
OPINIONS BELOW	1
JURISDICTION	1
STATUTORY PROVISIONS INVOLVED	1
STATEMENT OF THE CASE	2
REASONS FOR GRANTING THE WRIT	4
I. The decision below extends New York v. Hill beyond an agreement to a specified trial delay.	4
II. Courts apply materially different standards to IAD waiver when there is no agreed post-deadline trial date.	6
III. The question is important and this case cleanly presents it.	7
CONCLUSION	8
APPENDIX	1a

TABLE OF AUTHORITIES

Cases

Alabama v. Bozeman, 533 U.S. 146 (2001)	6
Birdwell v. Skeen, 983 F.2d 1332 (5th Cir. 1993)	6
Brown v. Wolff, 706 F.2d 902 (9th Cir. 1983)	6
Cuyler v. Adams, 449 U.S. 433 (1981)	4, 7
New York v. Hill, 528 U.S. 110 (2000)	4, 6
People v. Sevigny, 679 P.2d 1070 (Colo. 1984)	6

Statutes and Rules

28 U.S.C. § 1257(a)	1, 8
Wis. Stat. § 976.05(3)(a)	1, 5
Wis. Stat. § 976.05(5)(c)	1
Sup. Ct. R. 13.1	1

PETITION FOR A WRIT OF CERTIORARI

Petitioner Orlando F. Hill respectfully petitions for a writ of certiorari to review the judgment of the Wisconsin Court of Appeals, District II.

OPINIONS BELOW

The Wisconsin Court of Appeals entered an unpublished summary disposition order on October 29, 2025. It is reproduced at App. 1a–6a. The Wisconsin Supreme Court denied discretionary review on August 18, 2026. That order is reproduced at App. 7a.

JURISDICTION

The Wisconsin Court of Appeals entered judgment on October 29, 2025. Petitioner timely sought discretionary review in the Wisconsin Supreme Court, which denied review on August 18, 2026. App. 7a. Petitioner did not file a petition for rehearing. This Court has jurisdiction under 28 U.S.C. § 1257(a). Under Rule 13.1, a petition seeking review of a lower state-court judgment subject to discretionary review in the state court of last resort is timely when filed within 90 days after entry of the order denying discretionary review. This petition is timely.

STATUTORY PROVISIONS INVOLVED

Article III(a) of the Interstate Agreement on Detainers, codified in Wisconsin at Wis. Stat. § 976.05(3)(a), provides in relevant part that a prisoner who properly invokes the Agreement “shall be brought to trial within 180 days” after the required notice and request are delivered, subject to a continuance granted by the court for good cause shown in open court. Article V(c), Wis. Stat. § 976.05(5)(c), requires dismissal with prejudice when the underlying charge is not brought to trial within the applicable period. The pertinent text is reproduced at App. 8a–9a.

STATEMENT OF THE CASE

1. The IAD demand and the 180-day period.

Wisconsin charged Petitioner with armed robbery on April 23, 2021. While the Wisconsin charge remained pending, Petitioner was later confined in federal custody. On September 2, 2022, the Waukesha County Circuit Court received and docketed Petitioner's pro se filing entitled "1381 Motion for Speedy Trial or Disposition of All Indictments, Complaints, Detainers, Warrants By a Prisoner in Federal Custody." App. 2a. The motion demanded dismissal or "A SPEEDY TRIAL ON ALL CRIMINAL ACTIONS" pending in the jurisdiction. Id.

The Wisconsin Court of Appeals did not decide whether that filing satisfied every technical requirement for invoking Article III. Instead, it expressly assumed without deciding that the September 2 filing triggered the IAD and that the resulting 180-day period expired on March 1, 2023. App. 5a. That assumption controls the narrow federal question presented here.

2. The proceedings the Wisconsin court treated as waiver.

After counsel was appointed, the circuit court held an initial hearing on December 20, 2022. Counsel waived Wisconsin's separate time limits for holding a preliminary hearing. App. 2a. The Court of Appeals later relied in part on the course of pretrial proceedings that followed.

On January 9, 2023, Petitioner filed a motion seeking to discharge appointed counsel, adjourn proceedings until completion of his federal sentencing obligations, and obtain time to retain different counsel. App. 3a. At the January 26 hearing, Petitioner repeated his request for an adjournment while discussing his desire to prepare and try the case. Id. The court denied the request to discharge counsel and did not grant the requested adjournment. The court then scheduled a preliminary hearing for March 15, 2023—after the assumed March 1 IAD deadline—and Petitioner's attorney agreed to that preliminary-hearing date. Id.

No trial date outside the 180-day period was agreed to at that hearing. After the March 15 preliminary hearing, the circuit court bound Petitioner over for trial and later set trial for May 30, 2023. App. 3a. Petitioner then sought dismissal under the IAD. The circuit court denied dismissal on a different ground, concluding that the September 2 filing had not substantially complied with the IAD. App. 4a. Petitioner thereafter entered a no-contest plea and received a sentence of seven years of initial confinement followed by eight years of extended supervision. Id.

3. The Court of Appeals affirmed solely on waiver.

On direct appeal, Petitioner challenged denial of the IAD motion. The State defended the circuit court's substantial-compliance ruling and also offered waiver as an alternative ground for affirmance. The Court of Appeals accepted only the alternative waiver ground for purposes of disposition and therefore expressly declined to decide whether Petitioner's September 2 filing was sufficient to start the IAD clock. App. 4a.

The court relied on Wisconsin cases stating that an IAD right may be waived by conduct and that a defendant's request for a procedure inconsistent with the Agreement can constitute waiver. App. 4a–5a. Assuming a March 1 deadline, the court concluded that Petitioner's January request for adjournment and new counsel, together with counsel's agreement to a March 15 preliminary hearing and the lack of an objection to that date, were inconsistent with the earlier IAD demand. App. 5a.

Petitioner argued that the adjournment request had been denied and had caused no delay, so the State remained capable of bringing him to trial before March 1. The Court of Appeals rejected that distinction as legally irrelevant. In the court's words, the focus was whether Petitioner requested a procedure inconsistent with the IAD demand, "not whether those requests are successful in delaying the trial past the statutory deadline." App. 6a. On that basis alone, the court affirmed. Id.

4. Preservation of the federal question.

The waiver question was squarely litigated after the State raised it on appeal. Petitioner's reply brief argued that, unlike the Wisconsin precedent on which the State relied, he had not selected a trial date beyond the IAD period; that waiver of the preliminary-hearing timetable did not prevent a timely trial; and that his adjournment request had been denied and caused no delay. The Court of Appeals expressly addressed and rejected those arguments. App. 5a–6a.

Petitioner then presented the waiver issue to the Wisconsin Supreme Court in his petition for review, again arguing that he never agreed to a trial date outside the 180-day period and that the denied adjournment request caused no delay. He also explained that interpretation of the congressionally sanctioned IAD presents a federal question. The Wisconsin Supreme Court denied review on August 18, 2026. App. 7a. The federal issue was therefore raised and passed upon as required by Rule 14.1(g)(i).

REASONS FOR GRANTING THE WRIT

I. THE DECISION BELOW EXTENDS NEW YORK v. HILL BEYOND AN AGREEMENT TO A SPECIFIED TRIAL DELAY.

The Interstate Agreement on Detainers is a congressionally sanctioned interstate compact whose interpretation presents a question of federal law. *Cuyler v. Adams*, 449 U.S. 433, 438–42 (1981). Article III(a) states that, once properly invoked, the prisoner “shall be brought to trial within 180 days,” subject to a continuance that the court may grant for good cause shown in open court. The Agreement thus speaks in terms of an actual trial deadline and an actually granted continuance, not the mere filing of a request that the court rejects.

In *New York v. Hill*, 528 U.S. 110 (2000), this Court held that defense counsel may waive the Article III time limit by agreeing to a trial date outside the statutory period. Counsel there expressly agreed to a particular trial date that fell beyond the IAD deadline. *Id.* at 112–15. The Court explained

that ordinary scheduling matters are entrusted to counsel and treated counsel's agreement to the delayed trial date as acceptance of treatment inconsistent with the statutory time limit. *Id.* at 114–18.

That is not what the Wisconsin Court of Appeals found here. It did not identify an agreement by Petitioner or counsel to postpone trial beyond March 1. Instead, it relied on (1) Petitioner's request for an adjournment that the court denied, (2) his effort to change counsel, and (3) counsel's agreement to a preliminary-hearing date after March 1. App. 5a–6a. The Wisconsin court then announced that it was immaterial whether Petitioner's requests actually delayed trial. App. 6a.

That rule materially enlarges *Hill*. An agreement to a specified post-deadline trial date actually changes the schedule in a way inconsistent with Article III. A denied motion does not. Once the court refused the requested adjournment, the State and court remained subject—on the Court of Appeals' assumed premise—to the same March 1 trial deadline that existed before the motion was filed. The IAD itself supplies a mechanism for extending that deadline: a court may grant a necessary or reasonable continuance for good cause shown in open court. Wis. Stat. § 976.05(3)(a). No such continuance was granted on Petitioner's request.

Nor is agreement to a preliminary-hearing date necessarily agreement to postpone trial. Article III measures the deadline by when the prisoner is "brought to trial." It does not make the date of a state preliminary hearing the operative event. The Wisconsin court effectively converted agreement to one pretrial event into a categorical relinquishment of the separate federal trial deadline, even though no outside-deadline trial date had yet been selected.

The practical consequence is significant. Under the rule below, a prisoner may irrevocably lose the IAD right merely by proposing relief that a court refuses to grant. The statutory clock disappears not because the defendant obtained delay, not because the court found good cause to extend the period, and not because counsel agreed to a post-deadline trial date, but because the defendant asked. Nothing in *Hill* decided that distinct question.

This Court has repeatedly enforced the IAD according to its mandatory terms even when the statutory remedy is severe. See *Alabama v. Bozeman*, 533 U.S. 146, 153–56 (2001). The same textual discipline is warranted here. Hill should not be transformed from a rule about actual scheduling agreement into a rule that a denied request, standing alone, extinguishes Article III.

II. COURTS APPLY MATERIALLY DIFFERENT STANDARDS TO IAD WAIVER WHEN THERE IS NO AGREED POST-DEADLINE TRIAL DATE.

The question presented has generated materially different approaches in the lower courts. The Fifth Circuit has refused to infer IAD waiver from silence where a continuance was granted to the State. *Birdwell v. Skeen*, 983 F.2d 1332, 1340 (5th Cir. 1993). Birdwell emphasized that the defendant had not consented to the continuance and held that silence did not surrender the Article III right. *Id.* The Ninth Circuit likewise stated that IAD waiver is not ordinarily found from mere silence. *Brown v. Wolff*, 706 F.2d 902, 907 (9th Cir. 1983).

A state court of last resort has used a similarly consent-focused rule. In *People v. Sevigny*, 679 P.2d 1070, 1075–76 (Colo. 1984), the Colorado Supreme Court required a record showing that the defendant or counsel freely acquiesced in a trial date beyond the speedy-trial period, and it treated mere silence as insufficient by itself. Sevigny also tied waiver to causation: where the defense preference did not cause the prosecution’s inability to comply with the 180-day period, the court declined to treat the setting as a defense continuance. *Id.* at 1076.

The Wisconsin rule applied here is broader. The Court of Appeals expressly held that the success of Petitioner’s request and its actual effect on the trial date were irrelevant. App. 6a. Under that approach, a litigant’s unsuccessful request for a procedure the court later deems inconsistent with speedy disposition can waive the federal compact even though the requested delay never occurs.

New York v. Hill resolved one important waiver question—whether counsel may bind a defendant by agreeing to a trial date outside Article III’s period—but it did not resolve this one. 528

U.S. at 114–18. The distinction matters because waiver rules determine whether the IAD’s mandatory dismissal provision remains enforceable. A uniform federal compact should not mean that a denied request extinguishes the 180-day right in one jurisdiction while courts elsewhere require consent, acquiescence, or an actual defense-caused delay.

Review is warranted to clarify the minimum conduct necessary to waive Article III when no defendant or counsel has agreed to a post-deadline trial date. The Court need not constitutionalize the waiver standard or require a personal colloquy. It need only decide whether Hill’s scheduling-waiver rule extends to a denied request and a nontrial scheduling event that did not itself constitute an agreement to delay trial.

III. THE QUESTION IS IMPORTANT AND THIS CASE CLEANLY PRESENTS IT.

The IAD is federal law governing interstate criminal detainers. *Cuyler*, 449 U.S. at 438–42. Its central purpose is to replace uncertainty surrounding unresolved detainers with defined procedures and fixed time limits. The waiver standard therefore has consequences beyond this prosecution: an expansive, jurisdiction-specific waiver rule can make the federal deadline depend on the happenstance of local pretrial practice.

This case presents the issue without requiring the Court to resolve the separate technical-compliance question litigated below. The Wisconsin Court of Appeals assumed that Petitioner’s September 2 filing triggered Article III and expressly affirmed solely on waiver. App. 4a–5a. Its final paragraph then stated the disputed legal rule in unmistakable terms: the success of the request in producing delay does not matter. App. 6a. The judgment therefore rests directly on the federal waiver question presented.

The issue was also preserved. Petitioner directly answered the State’s waiver theory in the Court of Appeals, the Court of Appeals decided it, and Petitioner renewed the issue in his petition for