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IN THE SUPREME COURT OF THE STATE OF IDAHO

ARMANDO GARCIA, Appellant,	
Vs-	Docket No. 41248
STATE OF IDAHO, Respondent.	

FILED - COPY
MAY 29 2014
Supreme Court_____Court of Appeals_____
Entered on ATS by_____

BRIEF OF APPELLANT

APPEAL FROM THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

HONORABLE TIM HANSON
DISTRICT JUDGE PRESIDING

For the Appellant:

Armando Garcia #29287
P.O. Box 70010--L-106-B
Boise, Idaho. 83707

For the State:

Kenneth Jorgensen
Deputy Att. General
P.O. Box 83720
Boise, Idaho. 83720

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STATEMENT OF THE CASE

Armando Garcia, plead guilty on Sept. 14th 2009, pursuant to a Rule 11 plea agreement, in case(s) H08-00062 &CR-FE-08-17452, from __Ada__ County, Idaho.

Upon his conviction Garcia was sentenced to fifteen (15) years fixed, followed by an inditerminate sentence.

Armando has filed since that time a Motion for a Rule 35, and a Motion to withdraw his guilty plea, then a post-conviction petition, finally this Appeal..

NATURE OF THE CASE

This case concerns a involumtrary guilty plea, the issue being that the court abused its discretion, when it found that Armando's attorney was not ineffective, when he tricked Armando into signing the plea agreement.

STATEMENT OF FACTS AND COURSE OF PROCEEDINGS

The fact is that the court used only part of the record when desiding Garcia's Petition for Post-Conviction, the parts used were only those parts that would uphold the dismissal of the Post-Conviction.

The court turned a blind eye to the facts contained in the record that proved that Garcia was tricked into signing the plea

agreament, via coersion, out and out lies, and manipulation.

ISSUES ON APPEAL

WHETHER THE DISTRICT COURT

ABUSED ITS DISCRETION

WHEN IT DISMISSED THE PET

ITION FOR POST-CONVICTION

RELIEF, CONCERING BREACH OF

PLEA AGREEMENT

ARGUMENT

1. WHETHER THE COURT ABUSED ITS DISCRETION, WHEN IT FAILED TO RULE THAT ARMANDO GARCIA DID NOT RECIEVE EFFECTIVE ASSISTANCE OF COUNSEL IN THIS CASE.

a). In the Courts memorandum Decision and Order, (hereinafter M.D.O."), listed under (Ineffective assistance of counsel claims), the court states:

> "In his first ineffective assistance of counsel claim, petitioner alleges that his attorney "lied to me about the plea agreement, got me to plea under false pretenses and manipulation" Petitioner for post-conviction at 3. Petitioner has provided no information contained in an affidavit or otherwise, to explain or support this allegation. Neither the affidavit or facts in support of post conviction petition nor petitioners second affidavit in support of petition for post-conviction relief contain any statements referencing this claim. The state has provided an affidavit of John Defranco, who represented petitioner at his change of plea hearing, Mr. Defranco states that he explained in great detail the ramifications of the plea agreement in the above entitled case; specifically the fact that the state was free to argue for a fixed sentence of more then ten years." see Motion for Summary Dismissaland memorandum in support of Motion for Summary Dismissal. Exhibit A at 1. As noted above the court set fourth the terms of the plea agreement on the record and inquired as to petitioners understanding of those terms, and suchwere also contained in writing signed by petitioner. During his change of plea hearing, the petitioner indicated that he could read and write and understand english language. see Respondent's exibit F at 6.After the court set fourth the details

of the plea agreement, including
the fact that there was no agreement
as to sentencing, and ensured that
petitioner understood the minimum
and maximum penalties for the charges
against him. The court inquired as
follows:

TheCourt: Mr. Garcia, I do have some questions for you. As I indicated, it is my understanding you wish to pled guilty pursuant to [a] writen Rule 11 plea agreement in these two cases to the charges of trafficing in heroin. Is that correct sir?"

Here the court abuses its discretion, the court uses the record in making its deturmination here, but picks only the parts of the record that would support its decision.

The court ignores the totality of the circumstances, for instence, Mr. Garcia's attorney was completely ineffective, when he tricked Mr. Garcia into signing the Rule 11.

The court knew that Mr. Garcia did not even know what a Rule 11 was when he signed it: See Motion to withdraw guilty plea, (hereinafter "M.W.P"); see (M.W.P. p.12, li.12-15).

A. "I wasn't aware that there was A,B, and C, catagory in those. He never once explained to me there was different catagories which would bind the courts to it."

It cannot be said that Mr, Garcia made a knowing and intelligent choice to enter into a Rule 11 agreement, when he did not even know what a Rule 11 agreement was.

Since the attorney never explained the law in relation to the plea. The question is, did the attorney not know the law, or did the attorney withhold the facts of law from his client?

Considering the fact that the attorney is a member of the state bar, we must conclude that he intentionally withheld the law in relation to the plea from Garcia.

Therefore, the plea was entered invalidly, as it was involuntarily entered due to ineffective assistance of counsel: **Scott V. Wainright, 698 F.2d 427 429-30 (11th Cir. 1983)**;

> "Trial Counsel's failure to learn and familiarize himself with the law in relation to the plea constitutes ineffective assistance and renders the guilty plea invalid."

The court knew at the time, that it made its decision on Garcia's post-conviction petition, that Garcia, signed the Rule 11 without knowing what a Rule 11 was: (M.W.P. April 9, 2010 P.12, li.12-15)

> "I wasn't aware that there was A,B, and C, catagory in those. He never once explained to me that there was different catagories which would bind the courts to it".

What Garcia ment by those was a Rule 11, who Garcia met by (he) was his then attorney "John DeFranco".

Any document signed, whether it be a contract or an agreement or, decree. There must be a meeting of the minds, where both parties understand the contents and consequences of the document.

Mr. Garcia did not know what he was signing, the attorney knew that Garcia did not know what he was signing, that makes what the attorney did a fraudulent act...

Never did DeFranco, tell the court that Garcia understood the Rule 11 plea agreement, the only thing DeFranco ever told the court, were things like (Ithink he understood):(M.W.P., P.47, li.23-24,);

> "subjectively, its possible that he thought that it was a 10-year fixed sentence."

(M.W.P., P. 49, li.17-18);

> "I believe he understood. but I also believe that, through hook or crook, he was getting himself to 10 years

(M.W.P., P. 50, li. 11);

> " I think he understood."

Defranco even admits that he did not properly explain the Rule 11 to Garcia, what DeFranco "says" he said to Garcia, is not even understandible, in terms of what is in the Rule 11 that was signed, (M.W.P., P. 40, li. 6-25);

Mr. DeFranco, first explained how and with what words, he explained the Rule 11 plea agreement to Mr. Garcia: (M.W.P. P. 40, li. 6-25);

> Q. "I'm just wondering what words
> you used to explain the plea
> agreement?"
>
> A. The words I used to explain
> the agreement--I just remeber
> having conversations with
> Amando that Ms. Reilly could
> go in there and argue for
> fixed life if she wanted
> I know Armando was really
> in tune with the mandatory
> minimum sentence of 10 years
> And we discussed it in the
> context of Mr. Gordens offer
> Mr. Gorden had an offer for
> basically the same thing.
> It would have been an amend-
> ment to a charge of 10 years
> And I believe that you would
> have limited yourself to
> a recomendation of 13 years
> fixed. So I used that as
> a basis to explain how the
> agreement would work.
> Basically, it would
> be my job to try to convince
> Judge Hansen that a 10 year
> sentence would be enough
> in terms of satisfying the
> four corners of sentencing
> and appealing to the court's
> reason for fashioning a sentence
> that took into account all
> the sentencing factors. At
> the same time it gave Armando
> a brake, so that was my goal
> going into it, and thats
> how I explained it.

That explanation does not expalin anything, like did Amando Garcia, even understand the "deal" that this Mr. Gordens was trying to put togather? And anyway what could Mr. Garcia glean from what DeFranco's explanation above states? (That he is getting 10-13years?

Everything else in DeFranco's statement in far to vague to make any sence out of. And as we will show, the time frame DeFranco had to explain the plea agreement to Garcia in, did not allow for DeFranco to even explain this much to Garcia...

Also lets not forget the base question here, (did the court know at the time it desided the post-conviction, that Garcia did not understand the plea agreemnet when he signed it.)

At one point, DeFranco states that "I know Armando was really in tune with the mandatory 10 year sentence.

Further in to DeFranco's testimony, he states, that he went over the plea agreement with Garcia, but he dosn't recall going over the plea agreement with garcia, (M.W.P. P.,42,li.19-25).

Well which is it? did he go over it with Garcia or did he not! He says on page 5 herein that he did, but now he says he dosn't remember doing it, fact is this whole statement condradicts itself. Its obvious, that the attorney is trying to fill in the holes in his story...

Then, when the court asked DeFranco, what Garcia thought he was getting [sentence wise] when Garcia signed the plea agreement, the attorney said: "A, subjectively, its possible that he thought it was a 10-year fixed sentence." (M.W.P., P. 47, li. 16-24.)

Then if the court would read; (M.W.P., P.47, li.24-25 on over to P. 48, li. 1,) the court will see that DeFranco knew that

Garcia didn't understand the plea agreement.

Then DeFranco admits, that he used Garcia's lack of understanding / or Garcia's belief that he was getting 10years fixed to **"BAIT"** Garcia into signing the Rule 11. (M.W.P., P.48, Li.10-12.)

This admission by counsel, renders the guilty plea invalid, a fact that has long stood in the court's; **VonMoltke v. Gillies, 332 U.S. 708, 68 S.Ct. 316, L.Ed 309 (1974)**:

> "Prior to trial an accused is entitled to rely upon his counsel to make an indipendent examination of the facts circumstances, pleadings, and laws involved and then offer his informed opinion as to what plea should be entered."

Kennedy V. Maggio, 725 F.2d 269 (5th Cir. 1974);

> "Defence counsel's advice must be accurate based on current law in relation to the facts in order for defendant to make informed and conscious choice whether to plead guilty."

U.S. V. Giardino, 797 F.2d 30 (1st Cir. 1997):

> "Trial counsel lied to defendant to induce a guilty plea, constitutes ineffective assistance and requires the plea to be set aside."

It is apart of the record that the attorney knew that Garcia did not fully understand the plea agreement, (M.W.P., P.47, li.21-24 & P.48, li.21-22); **"[A.]** Absolutely, And you make your point

Subjectively, he thought that he was on his way." [refering to Garcia believing that he was getting 10-years fixed.]

Then on that same page, DeFranco was asked; Q.)"So you do agree that at one point at least Armondo was subjectively--incorrectly--of the impression that he was looking at no more then 10 years?" (M.W.P., P. 48, li. 23-25.)

A). " Ido." (M.W.P., P.49, li. 1.)

DeFranco testifies that on friday, sept.11 2009, he had brought a minimum of four offers from the state, to Garcia. (M.W.P., P. 39, li. 14-16,) then referancing what Garcia had said in: (M.W.P., P. 13, li. 5-7.)

Concerning this Garcia testifies, that during the four times DeFranco came in with four different offers, DeFranco only spent a total of five minutes in the room, (M.W.P., P.13, li. 5-7.) This testimony of Mr. Garcia's, is uncontraverted, by DeFranco, and by the facts in record.

Then DeFranco said that: "And I went in and did my level best to explain it to him; (M.W.P., P.46, li. 10-11.)

Keeping in mind that DeFranco was rushing the process of getting Garcia into a plea agreement. DeFranco states. "we at the eleventh hour. truly resolved the case."

Just how much of a rush, becomes a question, because DeFranco says, that he explained the plea agreement to Garcia, on friday sept. 11, 2009, (M.W.P., P. 49, li. 7-14.)

However, it is physically imposible to read the plea agreement in the time DeFranco spent with Garcia that day.

We have established via the record, that DeFranco spent a total of five minutes with Garcia that day and, that five minutes was split up into four parts when DeFranco was coming in and out of the room.

So spliting five minutes into four parts, we come up with 1 minute and fifteen seconds each. Each time DeFranco went into the room with Garcia.

So DeFranco said that he explained the Rule 11(f)(1)(c) to Garcia and let him read it, (M.W.P., P.40, li. 6-25.)

It is not even remotely possible for DeFranco to explain what DeFranco says he explained to Garcia, (M.W.P., P.40, li.6-25,) let alone have Garcia read the document, as it took Garcia 1 minute and fortyfive seconds to read it hear in prison.

And yet, DeFranco testifies that, "I believe he understood. But Ialso believe that, through hook or crook, he was getting himself to ten years,"(M.W.P., P. 49, li.17-19.)

It is not possible for DeFranco, to do all the explaining that he said he did, but then to make a determination such as the one above, (I believe he understood. But I also believed that, through hook or crook he was getting himself to 10 years. there is just no way he did all this in a minute and fifteen seconds.

The fact that DeFranco never knew for certain that Garcia understood the Rule 11 plea agreement. As he (DeFranco) testified "subjectively, its possible that he thought that it wasa 10 year fixed sentence, (M.W.P., P.47, li. 23-25,) "Subjectively he though he was on his way," (M.W.P., P.48, li.22,) " I believe he understood" "(M.W.P., P.49, li.17,) " I think he understood,"(M.W.P., P.50, li.11,) What DeFranco never said was he knew his client understood, Which as an attorney is his duty!

Hill V. Lockhart, 474 U.S. 52, 88 L.Ed. 2d 203, 106 S. Ct. 366(1985);

> "A guilty plea defendant must establish that he would not have pleaded guilty, but would have insisted on going to trial, absent counsel's unprofessional errors or omissions.

Garcia has shown that he would not have pleaded guilty to the charges, absent his attorney's omissions, by all the times he has chalanged the nature of his guilty plea in the court's since his conviction.

Mr. DeFranco knew that Garcia thought he was getting a 10-year sentence. Not just by what he said under oath, but what he

knew that his client believed and why his client believed it.

"I remember him thanking me. And I remember, Like He Thanked Ms. Reilly at different times throughout the process and, subjectively its possible that he thought that it was a 10 year sentence." DeFranco at; (M.W.P., P.47, li.21-24.)

DeFranco knew that Garcia thought he was going to get a 10 year sentence, be cause DeFranco induced the plea through lies and manipulation. Which is a violation of Garcia's 6th amend. rights

U.S. V. Giardino, 797 F.2d 30 (1st Cir.1986);

> "Trial counsel lied to defendant to induce a guilty plea, constitues ineffective assistance and requires the plea to be set aside."

U.S. V. Espinosa, 866 F.2d 1067 (9th Cir. 1988);

> "Trial counsel's promise that defendant would recieve a spicific sentence which was used to induce guilty plea, constitutes inefective assistance and requires an evidentiary hearing to resolve the claim."

The court abused its discretion when it ruled that Garcia's counsel was not ineffective, just on the record thus far.

By that record it clear to see that the attorney never had the time to explain the true nature of the plea agreement to Garcia, but the lies he told Garcia, in order to get Garcia to sign the

Rule 11 agreement.

DeFranco testified that he "BATED" Garcia into taking the plea agreement, (M.W.P., P.48, li. 10-12,) but how did he bate Garcia, thats the question.

First; DeFranco, told Garcia, "I got a Rule 11 (f) (1) (c), then he pulled a law book out of his briefcase, opened it, and pointed, saying, look this is a rule 11 [pointingto the rule] then he pointed tosection (f) and said this is section (f), then he went down and pointed to section (1), then he pointed at the section (c), then he said, "this is why your rule 11 plea agreement says, "pursuant to I.C.R. 11 (f) (1) (c).""Then he showed Garcia what it said in the book, it said; "(c) agree that a spicific sentence is the appropriate disposition of the case."

Then he said,"Just go along with whatever the judge says and I gaurantee you will get the 10-years fixed..."

So how do we know from the record that DeFranco bated Garcia into signing the rule 11 plea agreement, One DeFranco never had the time to physically explain all that he says he did on (M.W.P., P.40, li.8-25,) that is an uncontraverted fact. But also, the document itself, [the rule 11] is ambigious: the rule 11 is "pursuant to Rule 11 (f) (1) (c), which states: "agree that a spicific sentence is the appropriate disposition of the case."

However, in the wording of the agreement, there is no mention of any spicific sentence. In fact, the sentencing aspect of the rule 11 (f) (1) (c), is open ended, anyone is free to argue for any type of sentence they feel like.

There is nothing concerning sentencing, in the rule 11, that can be even remotely called spicific... The rule calls for there to be "spicific" language or a spicific sentence. However the wording in the plea agreement is completely non-spicific!

There is controling law on this issue, out of the eighth and fifth circuits;**(Margalli-Olera V. I.N.S., 43 F.3d 345(8th Cir. 1994):**

> "Ambiguity in language in plea agreement construde in favor of defendant and against the government."

U.S. V. Borders, 992 F.2d 563 (5th Cir.1993):

> "Trial counsel who induced defendant to plead guilty to a plea agreement which is ambigiuos, amounted to ineffective assistance of counsel."

The court had all this information before it when it made its decision, (finding that DeFranco was not ineffective) that finding was an abuse of the courts discretion.

The judge further abused his discretion when he ruled;

> "Petitioner's claim is based upon an assertion that he understood the terms of the plea agreement to be different then what they were, that claim is unsupported by any evidence provided petitioner, and is contradicted by petitioner"s own statements at the change of plea hearing, as wellas by the writen plea agreement which was signed by petitioner."

This is an abuse on the part of the court's because the court used part of the record, it used the part that was in disfavor to the petitioner's claims, see: (Memorandum, Decision & Order, hereinafter, M.D.&O.,) (M.D.&O., P.4, li.19-22, P.,5, li.3-9, P.,6, li.16-24, P.,7, li. 18-26,)

Its an abuse of the court's discretion, because the court used part of the record against Garcia, but then ignored all the parts shown herein that proved Garcias claims...

The court chose to use the record in aid of making its finding, but only using part of the record and ignoring the totality of the record is an abuse of discretion.

The fact that the court states, that Gracia signed the plea agreement, and thats proof Garcias's claims are diproven, shows the courts abuse.

This is because: a). the court knows that the plea agreement itself is ambiguous by its very nature, see pages 12-13 herein which invalidates the plea signed or not, see: Margalli-Olvera v. I.N.S., and U.S. V. Borders, page 13 herein. and also U.S. V. Giardino, page 11 herein.

b). On sept. 14 2009, Garcia entered his plea, the court uses (some) of the things that Garcia said, at that time, to show he understood the rule 11 (f)(1)(c).

But the court ignores, what he said during the same line of questioning, Garcia said:

> Q. [by the court] "Do you disagree with any of the allegations that are contained in either of these two cases, in either the amended information or indictment? in other words do you disagree with anything they say you did in either one of those two cases?"
>
> A. [Garcia]"**I disagree** with alot of it, your honor, but we have a plea agreement so i am just going to roll with that."

It was at this point, the court abused its discretion, because it did not stop right there, and inquire, what it was exactly, that Garcia did not agree with. And the court also knew that Garcia was going to agree with whatever it said from then on, because Garcia was rolling with it!

The court was obligated to find out just what it was that Garcia did not agree with, and that garcia understood theramifications of his guilty plea, and not just rolling with it, for some unknown reason.

c). The court further abused it judicial position, when it threatend Garcia, into maintaining his guilty plea!

> Q. [by the court] "Okay in this case, then sir, you do understand that I would, if you do disagree with the alligations, we could still go to trial in this case. Obviously, it would be under the origional indictment in the one case and the indictment in the other."

It was fine for the court to inform Garcia that he could still go to trial if he wanted to.

But to threaten Garcia, with the refiling of the origional indictment, goes beyond the scope of the couts duties and office. It is for the judge to try the case before it, it is for the prosecutor to deside what case to place before the court.

The statement made by the court to Garcia was and is now precived as **(<u>Plead guilty or else!</u>)**

The origional indictment was gone, it is the sole provence of the prosecutor, to deside to refile it or not, not the courts...

The attorney had already told Garcia to plead guilty, and he would get 10-years, see page 12 herein. Then the judge threatens Garcia with the origional indictment, so whats Garcia going to do? He's going to do what he's told, thats what!

Garcia even unknowingly, testified to that fact, when Ms. Rielly asked him:

> **Q.** [Ms. Rielly] "Oh, so you let Mr. DeFranco do all your talking?
>
> **A.** [Garcia] well, he's--yes thats what he's there for to advise me."

And thats what Garcia did, he let DeFranco "advise" him and he [Garcia] (rolled with it.) Especially after the judge threatened him, which in itself invalidated the plea; **U.S. V. Cruz, 977 F.2d 732 (2nd Cir. 1992)**;

> "Trial judge's threat to impose maximum sentence if defendant went to trial without "good defence" required remand for resentencing in front of different judge."

The court in its decision, states that "allegations contained in an application for post-conviction relief when they are disproved by the record, further, bare assertions, unsupported by spicific facts, do not make a prima facia case for ineffective assistance of counsel." for these reasons, the court concludes that summary dismissal is appropriate as to this claim.""

This finding was an abuse of discretion on the part of the

court. Because of the court (again) only uses part of the record, (again) only that part of the record that supports the dismissal. If the court uses part of the record, then Equal Protection dictates that the court use all of the record.

But the court does not use the entire record, it completely ignores all the points described herein that prove Garcia's claims.

Had the court used the entire record, it would have found what Garcia has shown this court herein;

a). We have shown that Garcia did in fact recieve ineffective assistance of counsel;

b). we have shown that Garcia didnot understand the true nature of the plea agreement;

c). We have shown that the attorney DeFranco, knew that Garcia did not understand the plea agreement;

d). We have shown that DeFranco, induced Garcia to plead guilty, with lies, coercion and manipulation;

e). We have shown that the plea agreement was writen in an ambiguous manner, then used to Bait Garcia into signing it.

f). We have shown that the judge threatened Garcia in order to maintain the plea agreement.

g). And finally, we have shown that the court should have found these errors in the record, and ruled that Garcia did not recieve effective assistance of counsel...

The court abused its discretion, by not examining the totality of the record/circumstances, which is a violation of Garcia's constitutional rights under the 5th., sixth, and fourteenth amendments of both state and federal constitutions:**Wade V. Calderon, 29 F.3d 1312 (9th Cir. 1994)**;

"Defence counsel's cumulative errors and omissions constitued ineffective assistance of counsel."

U.S. V. Troy, 52 F.3d 207 (9th Cir. 1995);

"The Ninth Circuit found the cumulative effect of the errors de-deprived the defendant of a fair trial. This case was not a ineffective assistance of counsel claim, but rather trial court's action hindered the defendant's defence."

Harris By And Through Ramseyer V. Wood 64 F.3d 1432 (9th Cir. 1995);

"Trial counsel's cumulative errors and omissions amounted to ineffective assistance of counsel in violation of the precepts of **Strickland**."

Minus the afore stated errors, Garcia would not have plead guilty, and the two case's would have been dismissed prior to trial, this is because;

[CLAIM OF ACTUAL INNOCENCE]

This court should examine the record of events 48 hours prior to the trip to Salt Lake City, that resulted in these charges; also the bank records of William Pierson, C.I. #1156, the court will find the following; William Pierson, used a phoney buisness account to deposit ill-gotten monies in, in order to save up for his trips to Salt Lake City to buy heroin, months prior to him making contact with Garcia;

The court will find that William Pierson, was a failed-confidential informant for both the State of Idaho and, the federal D.E.A., Failed because he committed a number of crimes while he worked as C.I. 1156, having been arrested for wepons and large

quantities of drugs.

The court will see that Garcia only went with Pierson, in order to take care of an unrelated legal matter in Salt Lake City.

Also, garcia did not buy the herion in the car, Garcia was not driving the car, and the car was rented by Pierson, Also, that Garcia's finger prints were not on any of the packs of heroin. That Pierson was in possision of the heroin, not Garcia.

ALso that Garcia was under the influance of drugs and alcohol when he was questioned by the police,(without an attorney)...

The court will finally see that the evidence does not support the crime charged.

And that the attorney failed to investigate any of this, and the court knew these errors had occured, from the record, when it made its findings in the petition for post-conviction relief...

CONCLUSION

Garcia ask one of two relief(s) to be granted by this court,

1/. That he recieve the 10-year sentence that he was promissed;

2/. That he be allowed to withdraw his plea and proceed to trial.

That this be accomplished in any way the court deems fit.

On this 27 day of MAY 2014,

ARMANDO GARCIA Pro Se

CERTIFICATE OF MAILING

I, Armando Garcia, do hereby certify that I have caused to be mailed true and correct copie of the foregoing to those parties listed be low, by placing same into properly addresed envalopes with first class postage attached, then placing said envalope into the prisons legal mail system, on the date indicated below.

MAILED TO:

Idaho Attorney Generals Office
P.O. Box 83720
Boise, Idaho. 83720

Done on this 27 day of MAY 2014

BY: Armando Garcia
ARMANDO GARCIA