

IN THE SUPREME COURT OF NORTH CAROLINA

No. 139PA25

Filed 23 October 2026

STATE OF NORTH CAROLINA *v.* DANA ALDEN LATTA, JR.

On discretionary review pursuant to N.C.G.S. § 7A-31 of a unanimous decision of the Court of Appeals, 299 N.C. App. 103 (2025), vacating a judgment entered on 16 January 2024 by Judge Michael J. O’Foghludha in Superior Court, Durham County, and remanding for a new sentencing hearing. Heard in the Supreme Court on 15 April 2026.

Jeff Jackson, Attorney General, by Arneatha James, Special Deputy Attorney General, for the State-appellant.

Darren Jackson for defendant-appellee.

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ALLEN, Justice.

In June 2002, defendant Dana Alden Latta Jr. pled guilty to three counts of robbery with a dangerous weapon, two counts of attempted robbery with a dangerous weapon, and one count of second-degree kidnapping. He did so pursuant to a plea agreement with the State. Defendant then promptly fled North Carolina. As a result, he was nowhere to be found when his sentencing date arrived a few months later.

Nearly twenty years passed before defendant again came into the State’s custody. In January 2024, his long-delayed sentencing finally took place. During the period between his flight from North Carolina and his sentencing, defendant accumulated over a dozen other criminal convictions in other states.

Under the Structured Sentencing Act, the mandatory minimum sentence for a felony conviction can depend partly on a defendant’s criminal record. Because of his additional criminal convictions, defendant was no longer eligible for the sentence

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specified in his 2002 plea agreement. The trial court therefore imposed a more severe sentence in compliance with the Structured Sentencing Act.

Citing N.C.G.S. § 15A-1024, defendant argues that he should have been allowed to withdraw his 2002 guilty plea. Section 15A-1024 allows a defendant to withdraw his guilty plea if the trial court “for any reason determines to impose a sentence other than provided for in a plea arrangement between the parties.”

If this Court were to agree with defendant, the State could either attempt to prosecute him again on charges that are now roughly twenty-five years old or else dismiss the charges. In other words, defendant would have another opportunity to avoid responsibility for the offenses to which he pled guilty in 2002.

The law does not afford defendant that opportunity. As explained below, section 15A-1024 does not apply in these circumstances because, by failing to appear for sentencing in 2002, defendant breached an implicit condition of his plea agreement. On these facts, his breach of the agreement deprived defendant of any right he would otherwise have to be sentenced in line with the agreement’s terms. We therefore reverse the judgment of the Court of Appeals vacating the trial court’s judgment.

I.

On 8 August 2001, defendant and another man confronted four women at a massage parlor in Durham. One of the men put a gun to a victim’s head while he moved her to a different part of the building. The men took \$648 from the victims and departed.

A grand jury indicted defendant for his role in these events. Specifically, the grand jury indicted defendant on three counts of robbery with a dangerous weapon, two counts of attempted robbery with a dangerous weapon, and one count of second-degree kidnapping.

On 4 June 2002, defendant pled guilty to all charges pursuant to a plea agreement with the State. As part of the plea agreement, the State pledged to support a prison sentence of sixty-one to eighty-three months if defendant cooperated and testified truthfully in his codefendant’s prosecution and the presiding judge in the

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codefendant's case made a finding to that effect.¹

After pleading guilty, defendant posted bond and fled North Carolina. Consequently, he did not appear for sentencing on 18 November 2002 as scheduled.

On 30 December 2002, the State dismissed all charges with leave to reinstate them. On the dismissal forms, the State indicated that it took this action because “defendant failed to appear for a criminal proceeding at which [his] attendance was required and the prosecutor believe[d] that [he] [could not] readily be found.”

Almost twenty years later, defendant was arrested in Vance County on drug-related charges. The State then reinstated defendant's 2002 charges.

On 3 January 2023, defendant moved to withdraw his 2002 guilty plea. Relying on *State v. Handy*, 326 N.C. 532 (1990), he argued that it would be “fair and just” to grant his motion because he had been in custody out-of-state when he failed to appear on 18 November 2002. Noting that he had been in custody at various times in other states since 2002, defendant faulted the State for not attempting to extradite him.

The State opposed defendant's motion, arguing that defendant had not shown “fair and just” grounds for the withdrawal of his guilty plea. Even if defendant had demonstrated such grounds, the State insisted, his motion should still be denied because the withdrawal of his plea would prejudice the State. The State explained that: (1) the original investigator on the case had retired and was unavailable; (2) the massage parlor where the crimes occurred no longer existed; (3) at least one victim had passed away; and (4) another victim did not want to participate in the case.

On 16 January 2024, following a hearing, the trial court denied defendant's motion and proceeded to sentencing.² The State and defendant stipulated that defendant's prior record level (PRL) was IV, which was higher than his PRL when he pled guilty in 2002 because he had accumulated over a dozen criminal convictions in the interim. The parties also stipulated to the existence of two mitigating factors:

¹ Defendant filed two motions asking us to take judicial notice of documents filed in other court cases, including documents from his codefendant's criminal case file. The State moved to strike the motions as well as parts of defendant's brief referencing material outside the record in this case.

“This Court may take judicial notice of the public records of other courts within the state judicial system.” *State v. Thompson*, 349 N.C. 483, 497 (1998) (citing *Alpine Motors Corp. v. Hagwood*, 233 N.C. 57 (1950)). Accordingly, we allow defendant's motions and dismiss as moot the State's motion.

² The trial court's written order denying defendant's motion was actually filed on 18 January 2024.

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defendant had aided in the apprehension of another felon, and he had accepted responsibility for his crimes at an early stage in the case.

Applying the 2002 sentencing guidelines, the trial court sentenced defendant in the mitigated range to a prison term of seventy-one to ninety-five months. This punishment reflected the court's classification of defendant as a PRL IV offender.

On appeal, defendant first argued that he had satisfied the standard this Court articulated in *Handy* for the withdrawal of a guilty plea before sentencing. According to *Handy*, "a presentence motion to withdraw a plea of guilty should be allowed for any fair and just reason." 326 N.C. at 539.

The Court of Appeals rejected this argument. It observed that *Handy* identifies a set of nonexclusive factors to be used when analyzing whether a fair and just reason exists for the withdrawal of a guilty plea. Those factors include:

whether the defendant has asserted legal innocence, the strength of the State's proffer of evidence, the length of time between entry of the guilty plea and the desire to change it, and whether the accused has had competent counsel at all relevant times. Misunderstanding of the consequences of a guilty plea, hasty entry, confusion, and coercion are also factors for consideration.

State v. Latta, 299 N.C. App. 103, 105 (2025) (quoting *Handy*, 326 N.C. at 539).

The Court of Appeals pointed out that defendant had failed to address any of the *Handy* factors. "Instead, his only argument [was] that he fully cooperated with the investigation and aided in the apprehension of another felon." *Id.*

Based on its review of the record, the Court of Appeals concluded that none of the *Handy* factors favored defendant's position. Indeed, "the twenty-year time span between his agreement and the motion to withdraw the plea weigh[ed] heavily against [d]efendant." *Id.*

Defendant also argued that the trial court violated N.C.G.S. § 15A-1024 by not allowing him to withdraw his plea after it imposed a sentence different from the one specified in the plea agreement.³ *Latta*, 299 N.C. App. at 106. The Court of Appeals

³ Defendant did not present this argument to the trial court, but the issue is preserved by N.C.G.S. § 15A-1446(d)(18). That provision permits a defendant to argue on appeal that "[t]he sentence imposed was unauthorized at the time imposed, exceeded the maximum authorized by law, was illegally imposed, or is otherwise invalid as a matter of law" even if the defendant did not argue such

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agreed with defendant’s reading of N.C.G.S. § 15A-1024 and vacated his sentence. It remanded the case to the trial court with instructions to (1) sentence defendant “to a term not to exceed that which [he] agreed on in the 2002 plea agreement” or (2) offer defendant the opportunity to withdraw his plea “if the trial court maintains that a greater sentence is warranted.” *Id.* at 107.

The State petitioned this Court for discretionary review of the Court of Appeals’ decision to vacate defendant’s judgment and remand the case. We entered a special order allowing the petition and directing the parties to brief two additional issues:

1. Whether defendant’s sentence qualifies under N.C.G.S. § 15A-1024 as one “other than provided for” when the term of years set forth in defendant’s Transcript of Plea dated 4 June 2002 was only available to him if he cooperated and testified against his co-defendant?
2. Under the terms of the Transcript of Plea and entry of the prayer for judgment, could defendant have been given a prison sentence other than the term of years specified if he failed to cooperate and provide truthful testimony?

II.

This Court subjects a lower court’s interpretation of statutory or contractual provisions to de novo review. *See Morris v. Rodeberg*, 385 N.C. 405, 409 (2023) (“We review a lower court’s interpretation of statutes *de novo*.”); *Register v. White*, 358 N.C. 691, 693 (2004) (“Questions concerning the meaning of contractual provisions . . . are reviewed *de novo* on appeal.”). “Under a *de novo* review, the Court considers the matter anew and freely substitutes its own judgment for that of the lower tribunal.” *Morris*, 385 N.C. at 409 (cleaned up).

III.

A.

“Plea agreements or plea bargains are an integral part of the criminal justice

to the trial court. N.C.G.S. § 15A-1446(d) (2025); *see also State v. Meadows*, 371 N.C. 742, 747–48 (2018) (upholding the constitutionality of N.C.G.S. § 15A-1446(d)(18)).

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system in North Carolina” *State v. Alexander*, 359 N.C. 824, 831 (2005).

Generally, a plea arrangement or bargain is a negotiated agreement between a prosecutor and a criminal defendant whereby the defendant pleads guilty to a lesser offense or to one of multiple charges in exchange for some concession by the prosecutor, usually a more lenient sentence or a dismissal of the other charges.

Id. at 830–31 (cleaned up).

So long as the rights of the accused are duly protected, plea bargains offer significant benefits to criminal defendants, the State, and the public.

Disposition of charges after plea discussions is not only an essential part of the process but a highly desirable part for many reasons. It leads to prompt and largely final disposition of most criminal cases; it avoids much of the corrosive impact of enforced idleness during pretrial confinement for those who are denied release pending trial; it protects the public from those accused persons who are prone to continue criminal conduct even while on pretrial release; and, by shortening the time between charge and disposition, it enhances whatever may be the rehabilitative prospects of the guilty when they are ultimately imprisoned.

Id. at 831 (cleaned up) (quoting *Santobello v. New York*, 404 U.S. 257, 261 (1971)).

“[A] plea agreement is a bargained-for exchange” *United States v. Williams*, 510 F.3d 416, 422 (3d Cir. 2007). For this reason, we interpret plea agreements “in light of the analogous law of contracts.” *State v. Collins*, 300 N.C. 142, 149 (1980). We undertake the task aware of the importance of ensuring that “both sides receiv[e] the benefit of [their] bargain.” *Alexander*, 359 N.C. at 831.

B.

The parties do not dispute the terms of defendant’s plea agreement. Rather, they disagree over whether N.C.G.S. § 15A-1024 required the trial court to allow defendant to withdraw his guilty plea. That statute provides:

If at the time of sentencing, the judge for any reason determines to impose a sentence other than provided for in a plea arrangement between the parties, the judge must inform the defendant of that fact and inform the defendant that he may withdraw his plea. Upon withdrawal, the defendant is entitled

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to a continuance until the next session of court.

N.C.G.S. § 15A-1024 (2025).

In its brief to this Court, the State contends that “[t]he Court of Appeals opinion remanding this case for a new sentencing hearing was error in light of the conflicting statutory mandates placed on the trial court by N.C.G.S. § 15A-1340.13 and N.C.G.S. § 15A-1024.” According to the State, “[d]ue to [the] statutory mandate [in N.C.G.S. § 15A-1340.13], the trial court could not sentence [d]efendant to the sentence specified in the plea agreement.”

Section 15A-1340.13 is part of the Structured Sentencing Act. The Act requires trial courts to “specify minimum and maximum terms of imprisonment for felony convictions.” *State v. Norris*, 360 N.C. 507, 511 (2006). As we have previously explained,

[a] sentencing chart makes the potential minimum sentences available in a given case contingent on the offense class of the felony (A–I) and the defendant’s [PRL] (I–VI). For each combination of offense class and [PRL], the chart sets forth potential minimum sentences in aggravated, presumptive, and mitigated ranges. The trial court must select a minimum sentence from the presumptive range unless it determines aggravating factors justify a more severe sentence or mitigating factors warrant a less severe sentence. Once the trial court has settled on a minimum punishment, it must ordinarily refer to a separate chart for the corresponding maximum.

Id. at 511–12 (citations omitted).

Section 15A-1340.13 codifies the requirement that a trial court impose a “minimum term of imprisonment . . . within the range specified for the class of offense and [the defendant’s PRL], unless applicable statutes require or authorize another minimum sentence of imprisonment.” N.C.G.S. § 15A-1340.13(b) (2025). Under N.C.G.S. § 15A-1340.13, then, defendants with higher PRLs will typically receive longer prison sentences than those with lower PRLs who have been convicted of similar offenses.

According to the State, defendant’s post-plea criminal convictions made it impossible for the trial court to impose a sentence consistent with the plea agreement and comply with N.C.G.S. § 15A-1340.13. The reason? When defendant and the State entered into the plea agreement in 2002, defendant had a PRL of I; however, his

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criminal record had raised his PRL to IV by the time the trial court sentenced him in 2024.

For his part, defendant contends that N.C.G.S. § 15A-1024 “creates a mandatory right to withdraw [a guilty plea] when the trial court imposes a sentence different from the plea agreement.” He maintains that “[t]he dispositive fact in this case is that the trial court never found that [defendant] breached the plea agreement and never relieved the State of its obligations under the plea agreement.” Defendant acknowledges, though, that “the trial court could not lawfully impose the sixty-one to eighty-three months sentence given his current [PRL].” This, defendant asserts, “is precisely the circumstance [that] [N.C.G.S.] § 15A-1024 governs.” The trial court imposed a sentence “other than provided for” in the plea agreement; consequently, N.C.G.S. § 15A-1024 “required the trial court to inform [defendant] of his right to withdraw his plea.”

We agree with the State that the Court of Appeals erred, but not because we accept the State’s view that N.C.G.S. § 15A-1340.13 and N.C.G.S. § 15A-1024 saddled the trial court with “conflicting statutory mandates.” This case presents no such conflict for at least two reasons.

First, the record does not establish that defendant complied with the plea agreement’s express terms. The plea agreement consists of two documents: an “Agreement to Cooperate and Testify” and a “Transcript of Plea.” Among other things, the first document required defendant to cooperate in the State’s prosecution of his codefendant. In particular, defendant had to “cooperate in the investigation” and “provide any and all TRUTHFUL testimony” regarding the charges against his codefendant. The transcript of plea declared that, if the presiding judge in the codefendant’s case expressly found that defendant had satisfied his obligations, the State would pray judgment in defendant’s case and “let defendant receive a sentence of . . . 61 mos min–83 mos maximum.”

The record does not indicate that the presiding judge in the codefendant’s case made a finding regarding defendant’s compliance with the “Agreement to Cooperate and Testify.” As the State remarks in its brief to this Court, “[t]he record is silent as to how and to [what] extent [d]efendant cooperated with the prosecution of the co-defendant.” For example, defendant did not claim in his motion to withdraw his plea that he fulfilled his obligations under the plea agreement. Likewise, the State did not

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concede compliance by defendant in its response to defendant's motion.

Second, even if he fully cooperated in his codefendant's prosecution, defendant violated the plea agreement by fleeing North Carolina and failing to appear for sentencing on 18 November 2002. Although the plea agreement did not expressly require defendant to present himself for sentencing, we find *United States v. David*, 58 F.3d 113 (4th Cir. 1995), persuasive. There, the defendant pled guilty in federal district court to conspiracy to possess with intent to distribute cocaine in violation of 21 U.S.C. § 846. *David*, 58 F.3d at 114. Consistent with his plea agreement, the defendant "provided substantial assistance by being available and willing to testify against his codefendants, who subsequently pleaded guilty." *Id.* During the hearing at which the defendant pled guilty, "the government stated that it anticipated . . . recommending 120 months incarceration [for the defendant] rather than the [federal] guidelines range of 235–93 months." *Id.* The sentencing could not take place as scheduled, however, because the defendant fled the country after being released on bail. *Id.*

The defendant ultimately returned to the United States, and his sentencing hearing occurred some nine months after the date initially set by the district court. *Id.* Despite conceding that the defendant had cooperated in the prosecution of his codefendants, the government refused to honor the plea agreement, arguing that the defendant had breached the agreement by fleeing the country. *Id.* The district court agreed and sentenced the defendant to 262 months for the cocaine charge. *Id.*

On appeal, the defendant argued that the district court erred by finding as a matter of law that he had breached his plea agreement. *Id.* In affirming the district court's judgment, the United States Court of Appeals for the Fourth Circuit remarked that "[t]he plea agreement between [the defendant] and the government [did] not address the effect [the defendant's] absconding would have on the government's obligations under the agreement." *Id.* at 115. Nonetheless, "implicit in every such plea agreement is the defendant's obligation to appear for sentencing at the time appointed by the district court." *Id.* By failing to appear for sentencing, the Fourth Circuit reasoned, the defendant "violated the plea agreement and the government's obligation to move for a downward departure based on substantial assistance ended." *Id.*

Like the defendant in *David*, defendant fled while out on bond and thus failed

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to appear for sentencing. In decisions issued long before defendant's plea agreement, both this Court and the Court of Appeals held that courts may not sentence defendants to imprisonment in absentia. *See, e.g., State v. Pope*, 257 N.C. 326, 330 (1962) ("The right to be present at the time sentence or judgment is pronounced is a common law right A defendant should be present when evidence is introduced for the purpose of determining the amount of punishment to be imposed." (citation omitted)); *State v. Cherry*, 154 N.C. 624, 627 (1911) ("[W]hen a sentence . . . includes corporal punishment, the presence of the accused is essential."); *State v. Stockton*, 13 N.C. App. 287, 292 (1971) ("The judgment of imprisonment in this case was imposed in the absence of the defendant and is therefore defective.").⁴ Hence, by fleeing the State and failing to appear for sentencing, defendant violated an implicit term of his plea agreement.

Defendant attempts to absolve himself from responsibility for his failure to appear on 18 November 2002 by asserting that "he was in custody, but . . . the record is not clear where." Similarly, in his motion to set aside his plea, defendant informed the trial court that he "was in custody in another jurisdiction on November 18, 2002, and that is why he was unable to be present in [c]ourt on that day." Far from exonerating defendant, these admissions establish that his own post-plea misconduct prevented him from appearing.

Defendant breached his plea agreement by fleeing North Carolina and failing to appear for sentencing on 18 November 2002. Thus, even if he cooperated fully in his codefendant's prosecution, defendant was not entitled to be sentenced in accordance with the plea agreement. Inasmuch as the plea agreement no longer governed defendant's sentence, the trial court's imposition of a sentence consistent with defendant's PRL in 2024 did not trigger any right that defendant might otherwise have had under N.C.G.S. § 15A-1024 to withdraw his guilty plea.

⁴ We are aware that the Court of Appeals has since questioned its holding in *Stockton* in an unpublished opinion. *See State v. Moore*, No. COA14-636, slip op. at 9–11 (N.C. Ct. App. Dec. 31, 2014) (unpublished). In that case, the Court of Appeals interpreted N.C.G.S. § 15A-1334(a) to provide support for the idea that a defendant could "waive[]" his "right to be present when a sentence is imposed." *Id.* at 10. Subsection 15A-1334(a) acknowledges that a defendant may waive his right to a sentencing hearing. It does not directly address whether a court may sentence a defendant in absentia.

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C.

Defendant cites several decisions by this Court to show that “any material deviation from the agreed sentence, even one favorable to the defendant, triggers [N.C.G.S.] § 15A-1024 and the opportunity to withdraw the plea.” Our examination of those precedents reveals that they do not support withdrawal of the guilty plea entered in this case.

In *State v. Wall*, 348 N.C. 671 (1998), for example, we held that the defendant was entitled to withdraw his guilty plea since both the State and the defendant incorrectly assumed that the defendant’s sentence under the plea agreement would run concurrently—not consecutively—with the sentence he was already serving. *Id.* at 676. Likewise, in *State v. Ellis*, 361 N.C. 200 (2007), the defendant and the State “executed a plea agreement with the expectation and understanding that [the] defendant’s sentence for armed robbery would run concurrently with the active sentence he was already serving.” *Id.* at 206. At the time, however, state law “required that any term of imprisonment for armed robbery ‘run consecutively with and . . . commence at the expiration of’ any other sentence being served by the offender.” *Id.* at 203 (alteration in original) (quoting N.C.G.S. § 14-87(d) (1993) (repealed effective 1 January 1995)). We explained that the defendant had the right to withdraw his guilty plea because the law prevented the defendant from serving his sentences concurrently as the parties contemplated. *Id.* at 206.

This case differs materially from *Wall* and *Ellis* in two respects. First, neither *Wall* nor *Ellis* involved a defendant who breached his plea agreement. In each of those cases, the defendant had the right to withdraw his plea because, although he had fulfilled his obligations under the plea agreement, the trial court could not lawfully impose a sentence consistent with the agreement’s terms. Here, by contrast, defendant breached his plea agreement by failing to appear for sentencing.

Second, unlike the defendants in *Wall* and *Ellis*, defendant committed post-plea crimes that made it impossible for the trial court to sentence him in accordance with his plea agreement. According to the record in this case, defendant accumulated more than a dozen criminal convictions between his 2002 guilty plea and his 2024 sentencing, almost all of them in other states. Had defendant refrained from criminal activity following his 2002 guilty plea, section 15A-1340.13 would not have compelled the trial court to impose a more severe sentence.

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We should add that it would be profoundly unjust to allow defendant to leverage his post-plea crimes to escape the consequences of his guilty plea. If we were to affirm the decision of the Court of Appeals remanding this case to the trial court, the State would have to prosecute defendant again or dismiss the charges.⁵ As the State observed in its brief to this Court, the more than two decades that have passed since defendant's guilty plea have impaired its ability to prove the allegations against defendant. The original investigator has retired, one of the victims has died, and another victim has expressed her unwillingness to participate in the case. Based on the facts of this case, we would frustrate—not further—the ends of justice by allowing defendant to withdraw his guilty plea.

IV.

Under the circumstances of this case, defendant's failure to appear for sentencing amounted to a breach of his plea agreement. Accordingly, he is not entitled to withdraw his guilty plea pursuant to N.C.G.S. § 15A-1024. The judgment of the Court of Appeals is therefore reversed.

REVERSED.

⁵ The Court of Appeals declared that, “[o]n remand, the trial court may reconsider and sentence [d]efendant to a term not to exceed that which [d]efendant agreed on in the 2002 plea agreement.” *Latta*, 299 N.C. App. at 107. It seems clear that, given defendant's PRL, section 15A-1340.13 forecloses that option.