

Fifth Circuit Court of Appeal
State of Louisiana

No. 26-KH-1

STATE OF LOUISIANA

versus

KEVIN ALEXANDER, JR.

ON APPLICATION FOR SUPERVISORY REVIEW FROM THE FORTIETH JUDICIAL DISTRICT
COURT
PARISH OF ST. JOHN THE BAPTIST, STATE OF LOUISIANA
NO. 11,265, DIVISION "C"
HONORABLE J. STERLING SNOWDY, JUDGE PRESIDING

March 27, 2026

JUDE G. GRAVOIS
JUDGE

Panel composed of Judges Susan M. Chehardy,
Jude G. Gravois, and Stephen J. Windhorst

WRIT DENIED

JGG
SMC
SJW

TRUE COPY



JALISA WALKER
DEPUTY CLERK

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STATE OF LOUISIANA

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KEVIN ALEXANDER

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GRAVOIS, J.

Relator, the State of Louisiana, seeks this Court's reversal of the trial court's October 8, 2025 ruling which granted the motion to correct an illegal sentence filed by defendant/respondent Kevin Alexander, Jr. ("Alexander"). For the following reasons, we find no error in the trial court's ruling and thus deny the writ application. Furthermore, the stay of proceedings granted by the trial court pending this Court's writ disposition is hereby lifted.

PROCEDURAL BACKGROUND

On August 15, 2011, a St. John the Baptist Parish grand jury returned an indictment charging Kevin Alexander with second degree murder in violation of La. R.S. 14:30.1. On March 14, 2016, pursuant to a plea agreement, Alexander pled guilty to the amended charge of manslaughter in violation of La. R.S. 14:31. The trial court then sentenced Alexander to thirty-two years imprisonment at hard labor. The trial court further stated that the sentence "is a *concurrent, conterminous* sentence that runs with the other sentences." (Emphasis added.) The "other sentences" were for Alexander's conviction by a jury of armed robbery with a firearm, in violation of La. R.S. 14:64 and La. R.S. 14:64.3, which offense occurred on March 18, 2011.¹

Alexander's sentence was also imposed pursuant to La. R.S. 15:571.3(D), which prohibits an offender convicted of his second crime of violence from benefitting from good time or diminution of sentence. On September 11, 2018, the district court granted Alexander an out-of-time appeal. On October 2, 2019, this Court affirmed Alexander's conviction and sentence. *State v. Alexander*, 19-116 (La. App. 5 Cir. 10/2/19), 282 So.3d 343.² On May 14, 2020, the Louisiana Supreme

¹ On March 21, 2012, in said separate matter, Alexander was found guilty as charged by a jury. The trial court then sentenced him to twenty-seven and one-half years imprisonment at hard labor without the benefit of parole, probation, or suspension of sentence. This Court affirmed Alexander's conviction and sentence on May 23, 2013; the Louisiana Supreme Court thereafter denied his writ application. *State v. Alexander*, 12-836 (La. App. 5 Cir. 5/23/13), 119 So.3d 698, *writ denied*, 13-1981 (La. 3/21/14), 135 So.3d 614.

² On appeal, this Court found that Alexander was precluded from challenging his thirty-two-year sentence for manslaughter as excessive because his

Court denied his writ application. *State v. Alexander*, 19-1768 (La. 5/14/20), 296 So.3d 614.

On August 2, 2021, Alexander, through counsel, filed an application for post-conviction relief (“APCR”) with the district court, which he later supplemented on June 2, 2022. In his APCR, as supplemented, Alexander made the following claims: (1) factual innocence; (2) involuntary guilty plea; (3) ineffective assistance of counsel; (4) the State failed to disclose exculpatory evidence; (5) illegal plea agreement; and (6) cumulative error. On July 15, 2022, the State filed its procedural objections to Alexander’s claims. On November 22, 2022, the district court ordered Alexander to state reasons for his failure to raise his claims of involuntary guilty plea, ineffective assistance of counsel, and cumulative error on appeal. The district court also denied the State’s procedural objections as to Alexander’s remaining claims, but ordered “that Alexander’s claim regarding the “coterminous provision” of [his] plea agreement [was] hereby dismissed.” In doing so, the district court advised Alexander that his “recourse [was] not through post-conviction relief,” but rather by filing a motion to correct an illegal sentence in the court that imposed his sentence.

On September 19, 2023, Alexander filed a Motion to Correct and Vacate Illegal Sentence in the district court. Alexander claimed that the sentencing judge’s imposition of a “coterminous” sentence was illegal under Louisiana law, thereby rendering his plea agreement an “absolute nullity.” Therefore, Alexander asserted that he should be allowed to withdraw his guilty plea. On August 20, 2025, the State filed its response, arguing that Alexander’s claim was not cognizable in

sentence was imposed in conformity with the plea agreement that was set forth in the record at the time of the plea. *Alexander*, 282 So.3d at 346. Next, this Court found that Alexander’s sentence was not illegal for denying him the opportunity for parole when there was no evidence that the trial court restricted Alexander’s parole eligibility. *Id.* Finally, this Court found that *Miller v. Alabama*, 567 U.S. 460, 132 S.Ct. 2455, 183 L.Ed.2d 407 (2012), in which the Supreme Court held that the Eighth Amendment forbids a sentencing scheme that mandates life in prison without the possibility of parole for juvenile homicide offenders, was inapplicable to Alexander’s case because he was not serving a life sentence. *Alexander*, 282 So.3d at 346–47.

a motion to correct an illegal sentence. Alternatively, the State argued that the coterminous provision of the sentence could be severed from the plea agreement. On September 8, 2025, Alexander filed a reply to the State's response, re-urging his claim that his plea agreement cannot be enforced because the coterminous term of his sentence is illegal.

On October 2, 2025, the district court held an evidentiary hearing on Alexander's illegal sentence claim. At the hearing, Alexander argued that he pled guilty with the understanding that the imposition of the coterminous term meant that his thirty-two-year sentence for manslaughter would end when his 2012 armed robbery sentence of twenty-seven and one-half years was completed. Alexander pointed out that both the March 14, 2016 sentencing transcript and guilty plea form contained the coterminous provision with respect to his sentence. The State countered that Alexander was never specifically advised that his manslaughter sentence would end when his armed robbery sentence was completed. The district court then took the matter under advisement.

On October 8, 2025, the district court granted Alexander's Motion to Correct and Vacate Illegal Sentence, ordering Alexander's thirty-two-year sentence "vacated as an absolute nullity." The district court also ordered that Alexander "reserves the right to withdraw his guilty plea."

The State filed a notice of intent with the district court and a request for a stay of the proceedings pending this Court's decision herein, which was granted. The State thereafter filed this timely application with this Court seeking review of the district court's ruling granting Alexander's Motion to Correct and Vacate Illegal Sentence. On February 25, 2026, Alexander, through counsel, submitted his opposition to the State's application.

LAW AND ANALYSIS

La. C.Cr.P. art. 882(A) states: "An illegal sentence may be corrected at any time by the court that imposed the sentence or by an appellate court on review."

In the ruling under review herein, Judge Snowdy, who presided over Alexander's March 14, 2016 guilty plea and sentencing hearing, found that Alexander's March 14, 2016 sentence was illegal and vacated the sentence. Specifically, Judge Snowdy found that the thirty-two-year sentence for manslaughter, which he had ordered to run "concurrent and coterminous" with Alexander's armed robbery sentence for twenty-seven and one-half years, was illegal because Louisiana law does not recognize coterminous sentences, citing *Strickland v. Louisiana Dep't of Pub. Safety & Corr.*, 17-829 (La. App. 1 Cir. 12/21/17), 240 So.3d 970. In *Strickland*, the First Circuit explained the difference between concurrent and coterminous sentences, stating:

Concurrent sentences are when "[t]wo or more sentences of jail time [are] to be served simultaneously." Black's Law Dictionary 1569 (10th ed. 2014). That does not mean that the sentences will end at the same time. *Brown v. Parker*, 771 F.3d 1270, 1272 (10th Cir. 2014). When the sentences are to end at the same time, the second one is called "coterminous." *Id.*

Strickland, 240 So.3d at 973. The First Circuit further pointed out that while some states authorize coterminous sentences, "Louisiana law statutorily authorizes concurrent and consecutive sentences, but does not provide for coterminous sentences," *id.* at 974, citing La. C.Cr.P. art. 883, which provides:

If the defendant is convicted of two or more offenses based on the same act or transaction, or constituting parts of a common scheme or plan, the terms of imprisonment shall be served concurrently unless the court expressly directs that some or all be served consecutively. Other sentences of imprisonment shall be served consecutively unless the court expressly directs that some or all of them be served concurrently. In the case of the concurrent sentence, the judge shall specify, and the court minutes shall reflect, the date from which the sentences are to run concurrently.

Thus, Judge Snowdy found that coterminous provision of Alexander's plea agreement was unenforceable.

A plea bargain is viewed as a contract between the State and one accused of a crime. *State v. Mitchell*, 08-629 (La. App. 5 Cir. 1/13/09), 7 So.3d 744, 751, writ denied, 09-254 (La. 10/30/09), 21 So.3d 270 (citing *State v. Roberts*, 07-493 (La. App. 5 Cir. 11/27/07), 973 So.2d 791, 794). In determining the validity of agreements not to prosecute or of plea agreements, Louisiana courts generally refer to rules of contract law, while recognizing at the same time that a criminal defendant's constitutional right to fairness may be broader than his or her right under contract law. *Mitchell*, 7 So.3d at 751 (citing *State v. Louis*, 94-761 (La. 11/30/94), 645 So.2d, 1144, 1148; *Roberts*, 973 So.2d 791). As part of the analysis, in *Mitchell*, this Court stated:

It must also be determined whether the contract had a lawful cause or object. Under the Louisiana Civil Code, "an obligation cannot exist without a lawful cause." [La.] C.C. art. 1966. See *State v. Hines*, 07-313, p. 3 (La. App. 5 Cir. 11/27/07), 970 So.2d 707, 709. "The cause of an obligation is unlawful when the enforcement of the obligation would produce a result prohibited by law or against public policy." [La.] C.C. art. 1968. See *State v. Hines*, *supra*.

Mitchell, 7 So.3d at 751.

Here, the State first maintains that the coterminous provision was never a part of the plea agreement. Instead, the State suggests that the coterminous provision was interjected by defense counsel during the guilty plea and sentencing hearing. Specifically, the State relies on an exchange between Judge Snowdy, defense counsel, and the prosecutor, where defense counsel states that "Mr. Alexander will be tendering a plea of guilty to the amendment in exchange for 32 years in the Department of Corrections, to run concurrent, concomitant and coterminous, with any other sentences he may be serving," but the State does not repeat the word "coterminous" in its reply to defense counsel. In the State's view, although Judge Snowdy "ultimately accepted" the coterminous provision proposed by defense counsel, the State only acknowledged that Alexander's sentence would run concurrently to the armed robbery sentence.

On the other hand, the State made no objection when Judge Snowdy, in sentencing Alexander to the thirty-two-year term for manslaughter, stated: “This is a concurrent, coterminous sentence that runs with the other sentences. In other words, it doesn’t prolong the sentencing.”³ Furthermore, as Alexander points out in his opposition, the guilty plea form also contains the conterminous provision as part of the plea agreement.⁴ Thus, regardless of the State’s apparent lack of oversight or acquiescence, the coterminous provision is contained in the plea agreement and the sentencing transcript.

Louisiana’s statutory framework under La. C.Cr.P. art. 883 is limited to concurrent and consecutive sentencing options. *See also Strickland*, 240 So.3d at 973-74. Following *Strickland*, the First Circuit again addressed the issue of the imposition of a coterminous sentence in *Smith v. LeBlanc*, 19-805 (La. App. 1 Cir. 7/8/20), 308 So.3d 358, 361, *writ denied*, 20-1467 (La. 4/7/21), 313 So.3d 268,⁵ reiterating that when courts attempt to impose coterminous sentences, “it is impossible to give effect to the coterminous provision” because “Louisiana law statutorily only authorizes concurrent and consecutive sentences.”

Nevertheless, the State contends that “[t]he fact that the coterminous provision was included does not *per se* render the plea agreement an absolute nullity.” As support for its claim, the State points out that Judge Snowdy relied on this Court’s decisions in *State v. Guilbeaux*, 99-591 (La. App. 5 Cir. 11/10/99), 749 So.2d 16, and *State v. Campbell*, 08-1226 (La. App. 5 Cir. 5/26/09), 15 So.3d 1076, *writ denied*, 09-1385 (La. 2/12/10), 27 So.3d 842, in which, according

³ The March 14, 2016 minute entry also states that “[t]his sentence will run concurrent/conterminous with any and all time serving.” In addition, the uniform commitment order, signed by Judge Snowdy on March 17, 2016, states: “This sentence to run concurrent/conterminous with any/all time serving.” The guilty plea form also bears the signatures of Alexander, his defense counsel, and the prosecutor.

⁴ The other sentencing provision contained in the guilty plea form states that the “sentence should be in accordance with La. R.S. 15:571.3(D); as such defendant not eligible for diminution of sentence as this is a second crime of violence.”

⁵ In *Smith*, the Supreme Court denied the writ application, stating: “Louisiana law authorizes concurrent and consecutive sentences, but does not provide for coterminous sentences. *See* La. C.Cr.P. art. 883; *see also Strickland v. Louisiana Department of Public Safety and Corrections*, 17-829 (La. App. 1 Cir. 12/21/17), 240 So.3d 970.”

to the State's interpretation, this Court found that "a plea agreement is an absolute nullity if it confers an illegally lenient sentence on the defendant." Because there has been no showing of an illegally lenient sentence in the instant case, the State maintains that Alexander is not entitled to withdraw his guilty plea.

As an initial matter, in *Guilbeaux*, 749 So.2d at 19, this Court determined that the State entered into a plea bargain that afforded the defendant an illegally lenient sentence. The defendant, who was statutorily ineligible for a suspended sentence because he had two prior felony convictions, received a suspended sentence. *Id.* at 18. This Court recognized that, as a general rule, when a guilty plea rests on a promise or agreement of the prosecutor or trial court, so that it can be said to be part of the inducement or consideration, such promise must be fulfilled. *Id.* Despite this recognition, this Court held that the plea bargain was "an absolute nullity which may not be confirmed," vacated the defendant's sentence, and remanded, reserving unto the defendant the right to withdraw his guilty plea. *Id.* at 19. Next, in *Campbell*, 15 So.3d at 1081, this Court found that the defendant's plea-bargained sentence, which was illegally lenient due to its failure to impose mandatory fines, was not rendered an absolute nullity because the plea bargain did not have an unlawful cause or a negotiated sentence prohibited by law. This Court held that, where the sentence is illegally lenient due to the failure to impose a mandatory fine, the plea bargain is not an absolute nullity. *Id.* As such, this Court held "that not every illegally lenient sentence imposed pursuant to a plea bargain constitutes an absolute nullity." *Id.*

While Judge Snowdy's ruling references *Guilbeaux* and *Campbell*, the State offers no support for its claim that in doing so, Judge Snowdy was required to find that the coterminous provision constituted an illegally lenient sentence. Furthermore, to the extent that the State suggests that *Guilbeaux* and *Campbell* stand for the proposition that only illegally lenient sentences present grounds for relief in a motion to correct an illegal sentence, such an interpretation is without support. Instead, the defendant must point to an illegal term in his sentence to raise a claim cognizable in a motion to correct an

illegal sentence. *See State v. Parker*, 98-256 (La. 5/8/98), 711 So.2d 694, 695. *See also Montgomery v. Louisiana*, 577 U.S. 190, 196, 136 S.Ct. 718, 726, 193 L.Ed.2d 599 (2016), *as revised* (Jan. 27, 2016), in which the United States Supreme Court stated: “Under Louisiana law, an ‘illegal sentence,’ as basis for a motion to correct an illegal sentence, is primarily restricted to those instances in which the term of the prisoner’s sentence is not authorized by the statute or statutes which govern the penalty.” Consequently, we find that Judge Snowdy’s finding that “the plea agreement is an absolute nullity due to the negotiated ‘coterminous’ sentence being prohibited under Louisiana law,” is not at odds with this Court’s analysis in *Guilbeaux* and *Campbell*.

In its final argument, the State contends that, “even assuming error with the sentence itself,” Alexander still benefitted from the plea bargain by which he received a reduction of the original charge from second degree murder, carrying a life sentence, to manslaughter with a sentence of thirty-two years. Under these circumstances, the State, relying on *State v. Houston*, 19-615 (La. App. 1 Cir. 11/15/19), 291 So.3d 223, maintains that Alexander is not entitled to the withdrawal of his guilty plea. In *Houston*, the defendant filed a motion to correct an illegal sentence on grounds that he should be allowed to withdraw his guilty plea to manslaughter because the sentence originally imposed contained an illegal prohibition on parole eligibility. The First Circuit found that the defendant’s negotiated plea bargain with a sentence illegally prohibiting parole eligibility, which was subsequently corrected, did not vitiate the voluntariness of his original guilty plea. *Id.* at 228. In doing so, the First Circuit pointed out that the defendant’s “agreed-to sentence ended up ‘better’ for him after correction of his sentence.” *Id.* Thus, the First Circuit held that the trial court was not required to allow the defendant to withdraw his guilty plea, rather than granting his motion to correct an illegal sentence.

However, the State’s reliance on *Houston* is misplaced. For all that appears, Alexander’s agreed-upon sentence would not end up better for him following the correction of his sentence to remove the coterminous provision, which pursuant to the plea agreement and the

sentencing transcript, would have meant that his manslaughter sentence should end when his armed robbery sentence ends. In this scenario, as Alexander contends, because the coterminous provision of his sentence is unenforceable, “he will be forced to serve more time than what he agreed to in his plea.”⁶ Thus, the remedy in *Houston*, limiting the defendant’s relief to the correction of the illegal sentence, is inapplicable to Alexander’s case.

Given that the sentencing transcript reflects that Judge Snowdy ordered Alexander’s manslaughter sentence to run “concurrent and coterminous” with Alexander’s armed robbery sentence for twenty-seven and one-half years, and further, that the sentence was imposed pursuant to a plea agreement including that same language, we find that the unenforceability of the coterminous provision calls into question the validity of Alexander’s plea agreement. As such, we find that the State has not shown that Judge Snowdy erred in granting Alexander’s Motion to Correct and Vacate Illegal Sentence, ordering Alexander’s thirty-two-year sentence “vacated as an absolute nullity,” and ordering that Alexander “reserves the right to withdraw his guilty plea.”

CONCLUSION AND DECREE

For the foregoing reasons, we find no error in the trial court’s October 8, 2025 ruling which granted respondent Kevin Alexander’s motion to correct an illegal sentence, reserving his right to withdraw his guilty plea. Accordingly, the writ application is denied. Furthermore, the stay of the proceedings granted by the trial court pending this Court’s writ disposition is hereby lifted.

WRIT DENIED

⁶ According to the uniform commitment order for Alexander’s armed robbery sentence of twenty-seven and one-half years at hard labor without the benefit of parole, probation, or suspension of sentence, Alexander received credit for time served since his arrest for that charge on April 1, 2011.

SUSAN M. CHEHARDY
CHIEF JUDGE

FREDERICKA H. WICKER
JUDE G. GRAVOIS
MARC E. JOHNSON
STEPHEN J. WINDHORST
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NOTICE OF JUDGMENT AND CERTIFICATE OF DELIVERY

I CERTIFY THAT A COPY OF THE OPINION IN THE BELOW-NUMBERED MATTER HAS BEEN DELIVERED IN ACCORDANCE WITH **UNIFORM RULES - COURT OF APPEAL, RULE 2-16.4 AND 2-16.5** THIS DAY **MARCH 27, 2026** TO THE TRIAL JUDGE, CLERK OF COURT, COUNSEL OF RECORD AND ALL PARTIES NOT REPRESENTED BY COUNSEL, AS LISTED BELOW:

CURTIS B. PURSELL
CLERK OF COURT

26-KH-1

E-NOTIFIED

40TH DISTRICT COURT (CLERK)
HONORABLE J. STERLING SNOWDY (DISTRICT JUDGE)
NIKISHA U. ROBERTS (RELATOR) EMILY H. POSNER (RESPONDENT)

MAILED

NO ATTORNEYS WERE MAILED