

IN THE COURT OF APPEALS OF OHIO
SECOND APPELLATE DISTRICT
CLARK COUNTY

STATE OF OHIO

Appellee

v.

DARROL ALEXANDER, II

Appellant

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C.A. No. 2025-CA-95

Trial Court Case No. 25-CR-0646

(Criminal Appeal from Common Pleas
Court)

**FINAL JUDGMENT ENTRY &
OPINION**

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Pursuant to the opinion of this court rendered on August 21, 2026, the judgment of the trial court is affirmed.

Costs to be paid as stated in App.R. 24.

Pursuant to Ohio App.R. 30(A), the clerk of the court of appeals shall immediately send a copy of the court's ruling to each party and note that action on the docket. Additionally, pursuant to App.R. 27, the clerk of the court of appeals shall send a certified copy of this judgment, which constitutes a mandate, to the clerk of the trial court and note the service on the appellate docket.

For the court,



MICHAEL L. TUCKER, JUDGE

LEWIS, P.J., and HANSEMAN, J., concur.

OPINION
CLARK C.A. No. 2025-CA-95

THOMAS W. KIDD, JR., Attorney for Appellant
JOHN M. LINTZ, Attorney for Appellee

TUCKER, J.

{¶ 1} Darrol Alexander II appeals from his conviction for domestic violence. For the following reasons, we affirm.

I. Facts and Procedural History

{¶ 2} On August 26, 2025, Alexander was indicted on one count of felonious assault and one count of domestic violence. At the time of the offense, Alexander was on post-release control for a prior felony.

{¶ 3} Following plea negotiations, Alexander agreed to enter a plea of guilty to the charge of domestic violence. In exchange, the State agreed to dismiss the charge of felonious assault and to recommend a community control sentence. The parties also agreed to request the trial court not to revoke Alexander's post-release control.

{¶ 4} A plea hearing was conducted, during which the parties set forth the above terms of the plea agreement, and Alexander entered a plea of guilty to one count of domestic violence. The trial court accepted the plea and found Alexander guilty. A pre-sentence investigation report was ordered, and the matter was set for sentencing.

{¶ 5} At the sentencing hearing, the prosecutor made the following statement:

At this point in time the State would be sticking with its recommendation in the plea agreement. There's nothing in the PSI, that the State did [not] have a chance to review, there's nothing there that the State was unaware of. The reason for State's recommendation in this case, Your Honor, is on the

strenuous wishes of the victim. She was informed of today's hearing, stated that she did not want to appear in court.

We also told her she could write the Court a letter but she never got one to us. So I'm doing my best to relay her wishes at this point and that is because obviously Mr. Alexander did go to prison just a few years ago. After he was released from prison, the victim has stated that he has not been the same person that he was before he went and she feels that counseling and vocational training that West Central would provide would get Mr. Alexander back to who he was before he went to prison.

And that's why the State made the recommendation that it did to try and maintain her cooperation with the case. And, also, the State feels that counseling and vocational training would be helpful to Mr. Alexander as well.

{¶ 6} The trial court found Alexander in violation of post-release control. It sentenced him to a prison term of 18 months for the domestic violence conviction to be served consecutively to a 12-month term for the post-release control violation, yielding an aggregate sentence of 30 months. Alexander appeals.

II. Breach of Plea Agreement

{¶ 7} The sole assignment of error asserted by Alexander states:

The State materially breached the plea agreement by failing to fulfill its obligation to jointly request that the court not impose a prison term under R.C. 2929.141. This constitutes reversible error under the principles of *Santobello v. New York* and Ohio contract-based plea-agreement jurisprudence.

{¶ 8} Alexander claims the State breached the plea agreement by failing to request that the trial court not find him in violation of the terms of post-release control. Citing *Santobello v. New York*, 404 U.S. 257 (1971), he claims that this matter should be remanded to the trial court with instructions either to specifically enforce the agreement or to allow him to withdraw the plea.

{¶ 9} In *Santobello*, the defendant and the State entered into a plea agreement in which the prosecutor would make no recommendation as to the sentence. *Id.* at 258. Santobello entered a guilty plea, which was accepted by the trial court. *Id.* A sentencing hearing followed later, and a different prosecutor appeared for the State and asked the court to impose the maximum sentence. *Id.* at 259. Defense counsel objected, but the trial court nonetheless sentenced the defendant to the maximum term. *Id.* at 260. On appeal, the United States Supreme Court held:

[T]he interests of justice and appropriate recognition of the duties of the prosecution in relation to promises made in the negotiation of pleas of guilty will be best served by remanding the case to the state courts for further consideration. . . . [W]e leave to the discretion of the state court . . . whether the circumstances . . . require only that there be specific performance of the agreement on the plea . . . or . . . the circumstances require granting . . . petitioner . . . the opportunity to withdraw his plea of guilty.

(Footnote omitted.) *Id.* at 262-263.

{¶ 10} In *Santobello*, the State obviously breached the plea agreement when the new prosecutor not only failed to refrain from making a sentencing recommendation but also requested the maximum sentence. Here, the record does not support a conclusion that the State breached the plea agreement.

{¶ 11} Alexander argues the breach occurred during the sentencing hearing when the State failed to specifically reiterate that “the parties would ask the Court not to violate [Alexander’s] post-release control.” However, at the sentencing hearing, the prosecutor clearly stated that the State would adhere to the terms of the plea agreement and that nothing in the PSI would cause the State to question that agreement, which had been specifically set forth on the record during the plea hearing.

{¶ 12} We find there is no basis to Alexander’s claim that the State breached the plea agreement and thus conclude his argument lacks merit. Accordingly, the sole assignment of error is overruled.

III. Conclusion

{¶ 13} Alexander’s assignment of error being overruled, the judgment of the trial court is affirmed.

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LEWIS, P.J., and HANSEMAN, J., concur.