[Cite as *State v. Williams*, 2026-Ohio-4617.]

IN THE COURT OF APPEALS OF OHIO
SIXTH APPELLATE DISTRICT
WOOD COUNTY

State of Ohio Appellee v. Adrian Williams, Jr. Appellant	Court of Appeals No. WD-26-015 Trial Court No. 2024CR0301 **DECISION AND JUDGMENT** Decided: November 20, 2026

* * * * *

Paul A. Dobson, Wood County Prosecutor, and
Kristofer A. Kristofferson, Assistant Prosecuting Attorney, for appellee.

Jeffrey P. Nunnari, for appellant.

* * * * *

SULEK, J.

{¶ 1} Appellant Adrian Williams appeals the judgment of the Wood County Court of Common Pleas, which convicted him following his guilty plea to one count of aggravated robbery and one count of abduction. Williams argues (1) that his guilty plea was not knowing, intelligent, and voluntary because the trial court failed to inform him that restitution could be part of his sentence, and (2) that the prosecutor breached the plea

agreement when it recommended restitution. For the reasons that follow, the trial court's judgment is affirmed.

I. Factual Background and Procedural History

{¶ 2} On August 7, 2024, the Wood County Grand Jury returned a three-count indictment against Williams, charging him with one count of aggravated burglary, one count of aggravated robbery, and one count of abduction, along with attendant firearm specifications.

{¶ 3} On October 30, 2025, Williams entered a guilty plea to the count of aggravated robbery with a one-year firearm specification and to the count of abduction. In exchange for his plea, the State agreed to dismiss the count of aggravated burglary and to make no recommendation regarding sentencing.

{¶ 4} Relevant here, during the Crim.R. 11 plea colloquy, as the trial court was describing the potential penalties, it did not inform Williams of the possibility of restitution. The signed plea agreement, however, did provide, "I understand that court costs, restitution and other financial sanctions including fines, day fines, and reimbursement for the costs of any sanctions may also be imposed upon me at sentencing."

{¶ 5} At the sentencing hearing, the victim stated that Williams and a co-defendant broke into his home, tied him to the bed at gunpoint, beat him, and then stole firearms and tools totaling $13,970. Despite promising not to make a recommendation, the State asked for restitution as described by the victim.

{¶ 6} Upon consideration of the parties' statements, the statutory factors, and the presentence investigation report, the trial court sentenced Williams to a total indefinite prison term of 9 to 12 1/2 years in prison. The trial court further ordered Williams to pay $13,970 in restitution, noting the evidence provided by the victim.

II. Assignments of Error

{¶ 7} Williams timely appeals his judgment of conviction, asserting two assignments of error for review:

> 1. Appellant's guilty pleas were not knowingly, intelligently and voluntarily entered.
>
> 2. The State of Ohio breached the plea agreement by making a recommendation for restitution at sentencing.

III. Analysis

{¶ 8} In his first assignment of error, Williams argues that his guilty pleas were not knowingly, intelligently, and voluntarily made.

{¶ 9} "A defendant's decision to enter a guilty plea must be knowing, intelligent, and voluntary." *State v. Gowdy*, 2025-Ohio-5575, ¶ 18, citing *State v. Dangler*, 2020-Ohio-2765, ¶ 10. "And '[f]ailure on any of those points renders enforcement of the plea unconstitutional under both the United States Constitution and the Ohio Constitution.'" *Id.*, quoting *State v. Engle*, 74 Ohio St.3d 525, 527 (1996). "A court 'shall not accept a plea of guilty or no contest without first' ensuring that the defendant's plea is voluntary and that the defendant understands the charges, the maximum penalty involved, and the effect of the plea, including its effect on the defendant's rights." *Id.*, quoting Crim.R. 11(C)(2).

{¶ 10} "When reviewing guilty pleas, we focus on 'whether the dialogue between the court and the defendant demonstrates that the defendant understood the consequences of his plea.'" *Id.* at ¶ 19, quoting *Dangler* at ¶ 12. The questions to be answered are:

> (1) has the trial court complied with the relevant provision[s] of [Crim.R. 11]? (2) if the court has not complied fully with the rule, is the purported failure of a type that excuses a defendant from the burden of demonstrating prejudice? and (3) if a showing of prejudice is required, has the defendant met that burden?

Id. at ¶ 22, quoting *Dangler* at ¶ 17.

{¶ 11} Addressing those questions, the State concedes for purposes of this appeal that the trial court did not fully comply with the requirement of Crim.R. 11(C)(2)(a) to inform Williams "of the maximum penalty involved" in that it did not inform him of the possibility of restitution during the plea colloquy. The State, however, argues that the trial court's failure is not of a type that excuses Williams from demonstrating prejudice. Notably, Williams does not disagree.

{¶ 12} "'[A] defendant who challenges his guilty plea on the basis that it was not knowingly, intelligently, and voluntarily made' is generally not entitled to have his plea vacated unless he demonstrates that he was prejudiced by the failure of the trial court to comply with the provisions of Crim.R. 11." *Gowdy* at ¶ 19, quoting *State v. Nero*, 56 Ohio St.3d 106, 108 (1990). The Ohio Supreme Court has recognized two exceptions to that general rule: "(1) when a trial court 'fails to explain the constitutional rights set forth in Crim.R. 11(C)(2)(c),' . . . and (2) when a trial court 'complete[ly] fail[s] to comply with' a requirement of Crim.R. 11." (Internal citations omitted for readability). *Id.* at ¶ 21, quoting *State v. Clark*, 2008-Ohio-3748, ¶ 31, and *State v. Sarkozy*, 2008-Ohio-509, ¶ 4.

22. "Aside from these two exceptions, a defendant claiming that his guilty plea was not knowingly, intelligently, and voluntarily entered is required to show prejudice." *Id.*, citing *Dangler* at ¶ 16.

{¶ 13} Here, the trial court failed to inform Williams of a potential—not mandatory—financial sanction. Ohio courts have held that failure to inform a defendant of the possibility of restitution is not a "complete failure" to comply with Crim.R. 11. *See State v. Blake*, 2026-Ohio-1769, ¶ 22 (8th Dist.); *State v. Willard*, 2021-Ohio-2552, ¶ 95 (11th Dist.). Williams, therefore, must demonstrate prejudice.

{¶ 14} In his appellate brief, Williams argues that prejudice was evident on the face of the record because even though he was not advised that restitution could be part of his sentence, the trial court nonetheless imposed it. The test for prejudice, however, is not whether restitution was imposed, but "whether the plea would have otherwise been made." *Gowdy* at ¶ 20, quoting *Dangler* at ¶ 16, quoting *Nero* at 108. On that issue, the record contains no evidence that Williams would not have pleaded guilty if he had been informed that he may have to pay restitution. On the contrary, the written plea agreement specifically informed him that restitution may be imposed. Williams voluntarily signed that agreement. Moreover, Williams did not object to restitution during sentencing and now makes no argument on appeal that he would not have entered his guilty plea had he been informed about restitution.

{¶ 15} Williams, therefore, has not satisfied his burden to demonstrate prejudice from the trial court's failure to fully comply with Crim.R. 11(C). Accordingly, his first assignment of error is not well-taken.

{¶ 16} In his second assignment of error, Williams argues that the State breached its plea agreement when it recommended restitution during the sentencing hearing despite its promise not to do so. The State counters that it did not breach the plea agreement, but even if it did, the breach does not rise to the level of plain error. For purposes of this analysis, this court will presume that the State's recommendation of restitution was a breach of the plea agreement.

{¶ 17} "A plea agreement is considered a contract between the State and a criminal defendant and is subject to general contract law." *State v. Wright*, 2025-Ohio-3176, ¶ 15 (6th Dist.), citing *State v. Watkins*, 2016-Ohio-5756, ¶ 8 (6th Dist.). "Accordingly, if one side breaches the agreement, the other side is entitled to either rescission or specific performance of the plea agreement." *Id.*, citing *State v. Walker*, 2006-Ohio-2929, ¶ 13 (6th Dist.).

{¶ 18} Williams acknowledges that because he did not object to the prosecutor's recommendation at sentencing, he has waived all but plain error. "Where a defendant fails to object to the State's breach of the plea agreement, the alleged error is forfeited, and an appellate court reviews for plain error only." *Id.* at ¶ 17, citing *State v. Vasquez*, 2024-Ohio-2496, ¶ 25 (6th Dist.); *Puckett v. U.S.*, 556 U.S. 129 (2009). Crim.R. 52(B) provides that "[p]lain errors or defects affecting substantial rights may be noticed although they were not brought to the attention of the court." To demonstrate plain error, Williams must show "that an error occurred, that the error was obvious, and that there is a reasonable probability that the error resulted in prejudice, meaning that the error affected the outcome . . .." *State v. Echols*, 2024-Ohio-5088, ¶ 50, citing *State v. Knuff*, 2024-

Ohio-902, ¶ 117. "Plain error should be noticed only 'with the utmost caution, under exceptional circumstances and only to prevent a manifest miscarriage of justice.'" *Id.*, quoting *State v. Clayton*, 62 Ohio St.2d 45, 47 (1980), quoting *State v. Long*, 53 Ohio St.2d 91 (1978), paragraph three of the syllabus.

{¶ 19} Upon review, this is not the exceptional case where a finding of plain error is necessary to prevent a manifest miscarriage of justice. On this record, there is not a reasonable probability that the outcome would have been different if the State had remained silent at sentencing. Indeed, this court believes that an award of restitution was inevitable after the trial court heard the victim's statements describing the offense and the property that was stolen. Further, the trial court stated that it considered the need for restitution and also commented on the egregious nature of the case, the fact that some of the property that was stolen were guns, and the fact that Williams ultimately received a relatively paltry amount of money for the items that he stole. The trial court's decision to award restitution, therefore, was independent of the State's recommendation. *See State v. Roby*, 2022-Ohio-223 (6th Dist.) (no plain error for breach of the plea agreement where the trial court made an independent determination that the defendant's conduct justified the maximum prison term); *State v. Wright*, 2025-Ohio-3176 (6th Dist.) (State's failure to recommend concurrent sentences not plain error where the trial court independently considered the defendant's extensive criminal history and drug addiction and where the trial court had already rejected a different recommendation from the State to run the sentence concurrently to an out-of-state prison term); *but see State v. Vasquez*, 2024-Ohio-2496 (6th Dist.) (plain error where State promised to recommend a cumulative 15-

year prison sentence but instead recommended 25 years, and the trial court sentenced the defendant to 25 years in prison).

{¶ 20} Accordingly, the State's recommendation of restitution, despite its promise to remain silent at sentencing, did not constitute plain error. Williams' second assignment of error is not well-taken.

IV. Conclusion

{¶ 21} For the foregoing reasons, the judgment of the Wood County Court of Common Pleas is affirmed. Williams is ordered to pay the costs of this appeal pursuant to App.R. 24.

Judgment affirmed.

A certified copy of this entry shall constitute the mandate pursuant to App.R. 27. *See also* 6th Dist.Loc.App.R. 4.

Christine E. Mayle, J.	
CONCURS AND WRITES SEPARATELY.	JUDGE
Gene A. Zmuda, J.	
	JUDGE
Charles Sulek, J.	
CONCUR.	JUDGE

MAYLE, J., concurring,

{¶ 22} I concur in the majority decision. I write separately only to emphasize that the State's comments at sentencing unquestionably violated the plea agreement.

{¶ 23} "An order of restitution imposed by the sentencing court on an offender for a felony is part of the sentence[.]" *State v. Danison,* 2005-Ohio-781, syllabus. Here, the State agreed "to decline to make a sentence recommendation." Instead of honoring its agreement, the State's attorney told the court that the victim had tabulated a restitution total that "*[the State] will ask for as well*." (Emphasis added.) Then, when Williams argued that restitution should not be imposed against him because it was not imposed against his co-defendant, the State argued why restitution should nevertheless be imposed against Williams:

> So I understand [defense counsel's] argument that, hey, my guy should be treated the same way [as the co-defendant], but there was a reason for that. And so whether the Court ordered restitution in the other case or not, the evidence that's been available to the Court today was not presented at that hearing, it's been presented today, and I don't think there's a rule that prohibits the Court from ordering restitution in one co-Defendant's case and not the other, *so we would join [the victim] in requesting that the restitution be ordered*. (Emphasis added.)

{¶ 24} I acknowledge that an agreement not to make a sentencing recommendation does not prevent the prosecutor from participating in the sentencing hearing. *State v. Monroe,* 2020-Ohio-4541, ¶ 19 (6th Dist.), citing *State v. Watkins*, 2016-Ohio-5756, ¶ 15 (6th Dist.), citing *State v. Crump*, 2005-Ohio-4451, ¶ 11 (3d Dist.). "[A] prosecutor may 'provide relevant factual information [and] correct misstatements' without violating the plea agreement to make no recommendation regarding the sentence." *Monroe* at ¶ 21, quoting *Watkins* at ¶ 15, citing *Crump* at ¶ 11.

{¶ 25} Here, however, the State went well beyond "participating" in the sentencing hearing, "providing relevant factual information," or "correct[ing] misstatements." It specifically requested that restitution be ordered. Twice.

{¶ 26} Nevertheless, I agree with the majority that there was no plain error here. R.C. 2929.18(A) instructs that "the court imposing a sentence upon an offender for a felony . . . shall sentence the offender to make restitution pursuant to this section and [R.C.] 2929.281." And here, the victim appeared at the sentencing hearing well prepared to address the financial loss he suffered as a result of Williams's crime. Given these facts, I agree with the majority that Williams was not prejudiced by the State's violation of the plea agreement.

This decision is subject to further editing by the Supreme Court of Ohio's Reporter of Decisions. Parties interested in viewing the final reported version are advised to visit the Ohio Supreme Court's web site at: http://www.supremecourt.ohio.gov/ROD/docs/.