

IN THE SUPREME COURT OF IOWA

STATE OF IOWA

Plaintiff-Appellee,

v.

CHRISTOPHER HIDLEBAUGH,

Defendant-Appellant.

Dallas County FECR047017

Supreme Court 23-2016

APPEAL FROM THE IOWA DISTRICT COURT
FOR DALLAS COUNTY
HONORABLE MICHAEL JACOBSEN, JUDGE

APPELLANT'S REPLY BRIEF AND ARGUMENT

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STATEMENT OF THE ISSUE PRESENTED FOR REVIEW

The district court relied on the fact that Hidlebaugh was not financially able to purchase a house when it sentenced him to prison.

ARGUMENT

I. The district court relied on the fact that Hidlebaugh was not financially able to purchase a house when it sentenced him to prison.

In this appeal, Christopher Hidlebaugh challenges the district court's reliance on his financial inability to purchase a home when it sentenced him to prison. Hidlebaugh's opening brief challenged this as unconstitutional and an abuse of sentencing discretion. Appellant's Brief at 12, 16. The State has not defended the merits of Hidlebaugh's arguments, foregoing any argument that if the court relied on Hidlebaugh's lack of financial resources, it would be proper. Instead, the State has argued that the court did not consider Hidlebaugh's finances but relied on permissible reasons for sending Hidlebaugh to prison. Appellee's Brief at 10.

The court explicitly mentioned the plea agreement as a basis for its sentencing decision. D0040 Sentencing Tr. at 12:24-14:3; 14:22-15:3 (12/8/23). The plea agreement contemplated a joint sentencing recommendation for prison if Hidlebaugh had not entered into a purchase agreement for a home by the time of sentencing. The only reason Hidlebaugh had not entered into a purchase agreement for a

home by the time of sentencing was because he was “not financially able to purchase a house right now.” D0040 at 8:4-5. Specifically, he had not been able to save up enough money for a down payment that would satisfy the bank. D0040 at 8:22-9:22. Thus, the court’s mention of the plea agreement demonstrates that the court was not just “merely aware” of the improper sentencing factor, but that the sentencing court “relied” on it in rendering its sentence. State v. Ashley, 462 N.W.2d 279, 282 (Iowa 1990).

When such a showing is made, the reviewing court “cannot speculate about the weight a sentencing court assigned to an improper consideration and the defendant’s sentences must be vacated and the case remanded for resentencing.” State v. Gonzalez, 582 N.W.2d 515, 517 (Iowa 1998). This is so even if the impermissible factor was “merely a secondary consideration.” State v. Lovell, 857 N.W.2d 241, 243 (Iowa 2014) (internal quotation marks omitted). “The important focus is whether an improper sentencing factor crept into the proceedings; not the result it may have produced

or the manner it may have motivated the court.” State v. Thomas, 520 N.W.2d 311, 313 (Iowa Ct. App. 1994).

It clearly wasn't enough to satisfy the plea agreement that Hidlebaugh merely have “stable housing *somewhere*.” State's Brief at 9. The record shows that Hidlebaugh did have stable housing at the time of sentencing. Hidlebaugh had a long-term, good-paying job and was living with his friend. Although his friend was moving soon, Hidlebaugh had already made arrangements to live with his cousin, who owned her home, until he was able to save enough for his own down payment. His cousin was present at the sentencing hearing. D0040 Sentencing Tr. at 7:25-10:1 (12/8/23). Thus, the district court's reliance on the “plea agreement” necessarily meant it was considering that Hidlebaugh had not been able to purchase a home.

CONCLUSION

Because the district court improperly relied on Hidlebaugh's financial inability to purchase a home when it sentenced him to prison, in violation of his equal protection rights under the United States and Iowa Constitutions, Hidlebaugh's sentence should be

vacated and his case remanded to the district court for new sentencing hearing before a different judge.

CERTIFICATE OF COMPLIANCE WITH TYPEFACE REQUIREMENTS AND TYPE-VOLUME LIMITATION FOR BRIEFS

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