

NOTICE
Decision filed 09/14/26. The text of this decision may be changed or corrected prior to the filing of a Petition for Rehearing or the disposition of the same.

2026 IL App (5th) 250602-U
NO. 5-25-0602
IN THE
APPELLATE COURT OF ILLINOIS
FIFTH DISTRICT

NOTICE
This order was filed under Supreme Court Rule 23 and is not precedent except in the limited circumstances allowed under Rule 23(e)(1).

THE PEOPLE OF THE STATE OF ILLINOIS,	)	Appeal from the
	)	Circuit Court of
Plaintiff-Appellee,	)	Coles County.
	)	
v.	)	No. 25-CF-241
	)	
JUAN J. OQUENDO-CALDERON,	)	Honorable
	)	Brien J. O’Brien,
Defendant-Appellant.	)	Judge, presiding.

PRESIDING JUSTICE CATES delivered the judgment of the court.
Justices Barberis and Bollinger concurred in the judgment.

ORDER

- ¶ 1 *Held:* This appeal must be dismissed because the defendant did not comply with Illinois Supreme Court Rule 604(d) (eff. Apr. 15, 2024), a condition precedent to an appeal from a plea of guilty. Because no argument to the contrary would have arguable merit, appellate counsel is granted leave to withdraw, and this appeal is dismissed.
- ¶ 2 The defendant, Juan J. Oquendo-Calderon, filed a notice of appeal from the judgment of the circuit court of Coles County that accepted the defendant’s fully-negotiated plea agreement with the State. The defendant’s appointed counsel on appeal, the Office of the State Appellate Defender (OSAD), has concluded that this appeal lacks arguable merit, and on that basis, OSAD has filed a motion for leave to withdraw as counsel (see *Anders v. California*, 386 U.S. 738 (1967)), along with a supporting memorandum of law. OSAD served the defendant with notice. This court provided the defendant the opportunity to file a written response to OSAD’s motion. The defendant

has not filed a response. This court has examined OSAD's *Anders* motion and memorandum of law, and the record on appeal. This court concludes that OSAD is correct that this appeal lacks arguable merit. Accordingly, we grant OSAD leave to withdraw as counsel, and we dismiss the defendant's appeal.

¶ 3

I. BACKGROUND

¶ 4 At a hearing held on July 17, 2025, the defendant, through counsel, announced that the parties had a plea to tender to resolve all pending cases against the defendant. After the defendant, who is not a proficient English speaker, confirmed through an interpreter that he had no previous criminal convictions, the State announced the terms of the plea agreement. The defendant would plead guilty in the present case—No. 25-CF-241—to count II, aggravated battery, a Class 3 felony, and the State would dismiss count I. In a separate criminal case—No. 24-CF-265—the defendant would plead guilty to count I, aggravated domestic battery, a Class 2 felony.

¶ 5 In the present case, the defendant would serve a term of probation of 30 months, pay certain costs, fees, fines, and assessments, provide a DNA sample, and serve 180 days in the county jail, with the jail term stayed as the defendant was not presently in custody in this case. The defendant would have no contact with the victim, and would undergo both a drug and alcohol evaluation, and a mental health evaluation. The defendant also would be required to comply with any recommended treatment following the evaluations.

¶ 6 In case No. 24-CF-265, the defendant would serve a concurrent term of probation of 30 months, pay certain costs, fees, fines, and assessments, and serve 180 days in the county jail, with credit for 62 days already served by the defendant, and with the remainder of the jail term stayed pending his compliance with probation. He would have no contact with the victim in that case, and would undergo both a drug and alcohol evaluation, and a mental health evaluation. As with the

present case, the defendant would be required to comply with any recommended treatment following the evaluations.

¶ 7 The defendant, and defense counsel, agreed that the State had correctly recited the terms of the agreement. The defendant stated that he understood all of the terms of the agreement, had had the chance to discuss the agreement with his attorney, and wanted the trial court to accept and approve the plea agreement. The trial court questioned the defendant to ensure the defendant understood the charges against him and had the capacity to enter into the agreement, then admonished the defendant as to the rights the defendant was giving up by entering a plea of guilty. The defendant acknowledged that he had signed a waiver of his right to a jury trial, as well as a “stayed jail time acknowledgment,” and that he understood both documents. When questioned, the defendant stated that his decision to waive his jury trial rights and accept the guilty plea agreement was voluntary, that no threats or force had been used against him, that no additional promises had been made to him, and that his decision was of his “own free will.”

¶ 8 When asked for a factual basis for the plea agreement, the State responded that “there are officers’ sworn reports for each case and we would rely upon the same.” Defense counsel and the defendant agreed that the evidence would “show substantially what [was] stated in the officers’ sworn reports.” The trial court thereafter accepted the plea agreement, and the defendant’s guilty pleas, finding that the defendant understood the charges and possible penalties he faced, understood the “constitutional and procedural rights” he was waiving by pleading guilty, and was making a voluntary, knowing, and intelligent plea that was supported by a factual basis. The trial court entered judgment on the pleas, and sentenced the defendant in accordance with the plea agreement, including staying both 180-day jail terms pending the defendant’s compliance with probation.

¶ 9 The trial court admonished the defendant of his appeal rights, specifically telling the defendant that before the defendant could proceed with an appeal, the defendant was required to file with the trial court “within 30 days, a written motion asking to have the judgments vacated and asking to withdraw your guilty pleas.” The trial court told the defendant that the “written motion must set forth every reason you believe the judgments should be vacated,” and that “[a]ny reason that you fail to include in your motion would be deemed waived on appeal.” The trial court further instructed the defendant that if the defendant’s written motion was granted, the defendant’s “pleas of guilty, *** sentences and *** judgments would be vacated,” and that his “cases would then be set for further proceedings, including trial.” The trial court stated that “[a]t the request of the State, any charges dismissed as part of the plea agreement could be reinstated and also set for trial.”

¶ 10 The trial court instructed the defendant that if the defendant’s written motion was denied by the trial court, the defendant “would have 30 days from the date of denial to file or to ask the Circuit Clerk to file on [his] behalf a notice of appeal in order to preserve [the defendant’s] right to appeal.” The trial court told the defendant that if the defendant was found to be “indigent, a transcript of the court proceedings would be provided to [the defendant] without cost and an attorney would be appointed to assist [the defendant] with the preparation and filing of [the defendant’s] motion.” The defendant stated that he understood his appeal rights.

¶ 11 On July 28, 2025, without first filing any other documents, the defendant filed a notice of appeal. The defendant’s notice of appeal did not specify what he wished to challenge about the trial court’s judgment, and did not include any details other than the date of the judgment, the name of the offense, the sentence he received, and the fact that he desired appointment of counsel to represent him on appeal.

¶ 12

II. ANALYSIS

¶ 13 In the legal memorandum that accompanies its *Anders* motion to withdraw, OSAD states that it considered raising the following issue on the defendant’s behalf: whether this court may consider the defendant’s appeal on the merits, where the defendant did not file a timely motion to withdraw or vacate his guilty plea before filing his notice of appeal. However, OSAD concludes that this issue lacks arguable merit. For the following reasons, we agree.

¶ 14 A defendant who enters a negotiated plea of guilty and later desires to challenge the plea may not do so “unless the defendant, within 30 days of the date on which sentence is imposed, files in the trial court *** a motion to withdraw the plea of guilty and vacate the judgment.” Ill. S. Ct. R. 604(d) (eff. Apr. 15, 2024). “Compliance with Rule 604(d) is a condition precedent to an appeal from a plea of guilty, and dismissal is proper when this condition is not met.” *People v. Erby*, 2023 IL App (3d) 220400, ¶ 9. This court reviews *de novo* whether there has been compliance with Rule 604(d). *Erby*, 2023 IL App (3d) 220400, ¶ 8.

¶ 15 Here, the defendant entered a fully-negotiated plea agreement with the State, discussed in detail above. He did not file a motion to withdraw his guilty plea and vacate the judgment—or any other document—prior to filing his notice of appeal. Accordingly, his appeal must be dismissed unless a recognized exception, excusing the failure to comply with Rule 604(d), is applicable to this case. It is well established that an exception excusing the failure to comply with Rule 604(d) exists if the trial court fails to properly admonish the defendant, at the time the plea is accepted and the sentence is imposed, of the defendant’s appeal rights pursuant to Illinois Supreme Court Rule 605 (eff. Jan. 1, 2026). See, e.g., *People v. Flowers*, 208 Ill. 2d 291, 301 (2003). In such circumstances, the appeal is not dismissed; instead, the case is remanded to the trial court for strict compliance with Rule 604(d). *Flowers*, 208 Ill. 2d at 301.

¶ 16 However, OSAD is correct that in this case, the defendant was properly admonished of his appeal rights, as described in detail above. OSAD does not suggest any other exceptions that would excuse the defendant's failure to comply with Rule 604(d) in this case, and this court is aware of no such exceptions. Accordingly, this appeal must be dismissed.

¶ 17 III. CONCLUSION

¶ 18 For the foregoing reasons, we grant OSAD leave to withdraw, and we dismiss the defendant's appeal.

¶ 19 Motion granted; appeal dismissed.