

1 **IN THE COURT OF APPEALS OF THE STATE OF NEW MEXICO**

2 **STATE OF NEW MEXICO,**

Court of Appeals of New Mexico
Filed 2/16/2026 7:07 AM

3 Plaintiff-Appellant,



Mark Reynolds

4 v.

No. A-1-CA-42210

5 **AARON JAMES HAWKINS,**

6 Defendant-Appellee.

7 **APPEAL FROM THE MAGISTRATE COURT OF OTERO COUNTY**

8 **John R. Secrest, III, Magistrate Court Judge**

9 Raúl Torrez, Attorney General

10 Santa Fe, NM

11 Meryl E. Francolini, Assistant Solicitor General

12 Albuquerque, NM

13 for Appellant

14 Bennett J. Baur, Chief Public Defender

15 Melanie C. McNett, Assistant Appellate Defender

16 Santa Fe, NM

17 for Appellee

18 **MEMORANDUM OPINION**

19 **HENDERSON, Judge.**

20 {1} This matter was submitted to the Court on Defendant's brief in chief pursuant

21 to the Administrative Order for Appeals in Criminal Cases from the Second,

22 Eleventh, and Twelfth Judicial District Courts in *In re Pilot Project for Criminal*

23 *Appeals*, No. 2022-002, effective November 1, 2022. Following consideration of the

1 brief in chief, the Court assigned this matter to Track 2 for additional briefing. Now
2 having considered the brief in chief, the answer brief, and the reply brief, we reverse
3 for the following reasons.

4 {2} The State appeals from the district court’s order dismissing the charges. The
5 State argues that the magistrate court and the district court erred in dismissing the
6 case for a technical violation of the magistrate court six-month rule. *See* Rule 6-
7 506(B) NMRA (setting a six-month time limit for commencing trial in the magistrate
8 courts). The facts and proceedings relevant to this appeal are as follows. Defendant
9 was originally charged in magistrate court with three misdemeanor offenses,
10 including aggravated DUI, on November 21, 2022, and was arraigned later that day.
11 [RP 23, 31] Accordingly, trial was required to commence on or before May 22, 2023.
12 *See* Rule 6-506(B)(1) (stating in pertinent part that trial shall commence within one
13 hundred eighty-two days after the date of the arraignment). [RP 66]

14 {3} On May 15, 2023, defense counsel moved for a sixty-day extension,
15 informing the magistrate court that the parties needed time to resolve the case.
16 Defense counsel stated that the parties “came to an agreement in principle on May
17 12, 2023,” and that the defense stipulated to an extension of time under Rule 6-
18 506(B) to resolve the case and avoid a jury trial. [RP 69] On May 18, the magistrate
19 court granted the continuance and ordered that the jury trial scheduled for May 18,
20 2023, would be reset “at a later date at the convenience of the court.” [RP 71] That

1 same day, Defendant filed a “notice of additional legal consequences” signed by
2 both Defendant and his counsel with the magistrate court. [RP 76]

3 {4} On June 1, 2023, a copy of a plea agreement was filed in the magistrate court
4 that was signed by Defendant, the prosecutor, and by the magistrate court judge;
5 however, it lacked defense counsel’s signature. [RP 77-79] The same day, the
6 magistrate court filed a notice setting the plea and disposition hearing for June 28,
7 2023. [RP 80] On June 23, 2023, the magistrate court rescheduled the plea and
8 disposition hearing for July 26, 2023. [RP 81]

9 {5} On July 26, 2023, the Law Offices of the Public Defender filed a notice that
10 the case was reassigned to new defense counsel, Attorney Jeffrey Van Keulen, who
11 entered appearance on July 28, 2023. [RP 82, 85, 88] The record does not reflect
12 whether Attorney Van Keulen was present for the plea and disposition hearing on
13 July 26, 2023, but Defendant was not present, and the magistrate court issued a bench
14 warrant on July 27, 2023. [RP 84] The bench warrant was sent to Defendant’s last
15 known address on July 31, 2023, but was returned to sender on August 1, 2023. [RP
16 90]

17 {6} On September 22, 2023, Defendant filed a pro se motion in the magistrate
18 court, in which he asked to “come to a result,” have his warrant expunged, and for a
19 court date. [RP 91] On October 4, 2023, Attorney Van Keulen emailed the
20 prosecutor about the plea agreement that had not been signed by previous defense

1 counsel and asked the prosecutor to send a new signed copy, stating “we will resolve
2 the issue.” [RP 102]

3 {7} On November 29, 2023, Attorney Van Keulen filed a motion to dismiss the
4 case with prejudice for a violation of Rule 6-506B. [RP 92] The State filed a response
5 in which it argued that by signing the tentative plea agreement on May 17, 2023,
6 Defendant had waived his right to a jury trial, and therefore, had waived his rights
7 under the 182-day rule. [RP 95-98] Alternatively, the State argued that the 182-day
8 rule resets when a defendant is arrested or surrenders for failure to appear. [RP 95-
9 97] On December 21, 2023, Attorney Van Keulen filed a motion to quash the bench
10 warrant. [RP 99] The magistrate court held a hearing on the motions on January 2,
11 2024, at which it indicated that it intended to quash the bench warrant and grant
12 dismissal with prejudice. [BIC 5; AB 5] The State filed a motion to reconsider and
13 a request for a written order on January 3, 2024. [RP 101] On January 9, 2024, the
14 magistrate court entered a written order stating:

15 Upon further review of the above case, the original rule date on the case
16 was 05/19/2023. Defense added (60) days to the rule date for a potential
17 plea deal. A [p]lea [and d]isposition [a]greement was signed by . . .
18 Defendant but not by the [d]efense [c]ounsel. A hearing was set on
19 06/28/2023 then rescheduled to 07/26/2023 which would have been
20 outside of the current rule date of 07/21/2023. The plea was not
21 address[ed] or gone over with [D]efendant in open court nor was a
22 waiver of rights read to the defendant or filled out. A [f]ailure to
23 [a]pppear [w]arrant was signed and issued outside the rule date
24 07/21/2023. The case should be dismissed due to the expiration of the
25 rule date and the warrant should be quashed.

1 [RP 114]

2 {8} The State filed an amended motion to reconsider on January 10, 2024. [RP
3 115] Then, on January 12, 2024, the State filed an appeal of the dismissal to the
4 district court, prior to receiving a ruling on the amended motion to reconsider. [RP
5 118-120] On January 29, 2024, the district court held a hearing, but Defendant and
6 Attorney Van Keulen were not present. Following the hearing, the district court
7 entered an order remanding the case to the magistrate court for entry of a written
8 order on the State’s amended motion to reconsider. [RP 138, 148] The magistrate
9 court entered a written order denying the motion to reconsider on February 8, 2024,
10 after which the appeal resumed in the district court. [RP 160, 194]

11 {9} On April 19, 2024, Defendant filed a motion to dismiss the magistrate court
12 appeal, and the State filed its response on April 29, 2024. [RP 196, 203] The State
13 responded, arguing in part that the plea agreement was signed by Defendant and
14 enforceable as a contract. [RP 203-205] The district court held a hearing on the
15 motion on June 20, 2024, after which it granted the motion to dismiss. In its written
16 order, the district court noted that the timeline was not met in the magistrate court.
17 [RP 212] The district court also rejected the State’s contract argument stating,
18 “Contractual issues raised by the State do not absolve any failure of the case to
19 proceed to trial within the [m]agistrate [c]ourt rule requirements.” [RP 212]

1 {10} The State now appeals, arguing that both the magistrate court and the district
2 court erred in assuming that a technical violation of the 182-day rule mandated
3 dismissal of the case with prejudice. [BIC 7-16] We review the district court’s
4 application of the magistrate court six-month rule de novo. *See State v. Dorais*, 2016-
5 NMCA-049, ¶ 18, 370 P.3d 771; *see also State v. Carreon*, 2006-NMCA-145, ¶ 5,
6 140 N.M. 779, 149 P.3d 95 (“We review a district court’s application of Rule 6-506
7 de novo.”), *abrogated on other grounds by State v. Savedra*, 2010-NMCA-025, 148
8 N.M. 301, 236 P.3d 20. “We also apply de novo review to determine what justifies
9 dismissal by the district court.” *State v. Hobbs*, 2024-NMCA-037, ¶ 8, 547 P.3d 765.

10 {11} Rule 6-506(B), and similar rules for other inferior courts, requires that a trial
11 of a criminal citation or complaint occur within 182 days of the latest of a list of
12 possible triggering events. *See, e.g.*, Rule 7-506(B) NMRA (stating that a trial of a
13 criminal defendant in metropolitan court must commence within 182 days of a list
14 of triggering events); Rule 8-506(B) NMRA (same for municipal court). Although
15 described as a “bright-line rule,” our case law cautions that six-month rules should
16 be interpreted and applied “with common sense to avoid effecting a hypertechnical
17 dismissal.” *State v. Dominguez*, 2007-NMCA-132, ¶ 6, 142 N.M. 631, 168 P.3d 761;
18 *see State v. Candelario*, 2008-NMCA-119, ¶ 7, 144 N.M. 794, 192 P.3d 789 (“[W]e
19 avoid technical dismissals where the equities and a common sense approach advise
20 against a dismissal.”).

1 {12} There is no dispute that the six-month rule began to run on November 21,
2 2022, the date Defendant was arraigned in the magistrate court, and trial was
3 required to commence on May 18, 2023. *See* Rule 6-506(B)(1). Defendant then
4 sought a sixty-day continuance, which the magistrate court granted, extending the
5 time period under Rule 6-506(B) until July 21, 2023. *See* Rule 6-506(C)(6)
6 (permitting the magistrate court to extend the time for commencement of trial upon
7 “a determination by the court that exceptional circumstances exist . . . and a written
8 finding that the defendant would not be unfairly prejudiced”). The record reflects
9 that the magistrate court scheduled the parties for a final plea hearing on June 28,
10 2023, within the time limit under the rule. However, for reasons that are unclear, the
11 magistrate court rescheduled the hearing for July 26, 2023, which was five days past
12 the July 21, 2023 deadline. Neither Defendant nor his attorney appeared at that
13 hearing, and a bench warrant for Defendant’s arrest was issued.

14 {13} The State argues that a under a common sense, equitable application of the
15 six-month rule, dismissal was unwarranted in this case. [BIC 12] We agree. This
16 Court addressed similar circumstances in *State v. James*, 2017-NMCA-053, 399
17 P.3d 930. In *James*, the applicable deadline for commencement of trial was May 6,
18 2013, under Rule 6-506(B)(1). *James*, 2017-NMCA-053, ¶ 19. Trial was originally
19 scheduled for March 5, 2013, but the defendant did not appear so the case was reset
20 for May 3, 2013, and the magistrate court then reset the trial again for May 9, 2013.

1 *Id.* ¶ 21. On May 7, 2013, the defendant filed a motion to dismiss for a violation of
2 Rule 6-506(B), and the state filed a motion for extension on May 8, 2013. *James*,
3 2017-NMCA-053, ¶ 21. The magistrate court judge granted the state’s motion for a
4 thirty-day extension, and issued a bench warrant for the defendant’s arrest for failure
5 to appear. *Id.* The defendant surrendered on May 16, 2013, and the magistrate judge
6 approved a conditional plea agreement that day. *Id.*

7 {14} The defendant then argued that dismissal was required because his trial setting
8 had not commenced by May 6, 2013. *Id.* ¶ 19. We held that, irrespective of the reason
9 the magistrate court reset the trial for three days past the deadline, the defendant
10 failed to appear as ordered, necessitating the issuance of a bench warrant, and
11 “[w]hen a bench warrant is issued, Rule 6-506(B)(5) is self-executing, and under its
12 terms, an additional six-month period to commence trial begins upon arrest or
13 surrender. . . . the fact that the arrest warrant [] was issued after the initial six-month
14 period elapsed is of no consequence, because the rule does not contain such a
15 qualification” *Id.* ¶ 29. Similarly, in this case, the record is unclear as to why the
16 magistrate court rescheduled the plea hearing for five days past the six-month rule
17 deadline. However, Defendant failed to appear, and the magistrate court issued a
18 bench warrant. As in *James*, “[u]nder the terms of the rule, if a defendant fails to
19 appear, causing a bench warrant to be issued for his arrest, that defendant forfeits the
20 right to be brought to trial within the initial six-month period.” *Id.*

1 {15} Moreover, Defendant sought a sixty-day extension under the rule for the
2 purpose of securing a plea deal, and he represented to the magistrate court and the
3 prosecutor that the plea agreement between the parties would be finalized at the plea
4 hearing set for June 28, 2023. Defendant and his counsel thus manifested their
5 implied consent to continue the date for commencement of trial until the plea hearing
6 occurred. *See generally State v. Sanchez*, 1989-NMSC-068, ¶ 6, 109 N.M. 313, 785
7 P.2d 224 (holding that there was no violation of the district court six-month rule
8 where the defendant acquiesced in delay due to plea bargain process, which delay
9 inured to his benefit). Thereafter, both Defendant and his new counsel manifested
10 their understanding that the matter would proceed either to finalization of the plea
11 agreement or trial. [RP 91, 102] Under these circumstances, we reject Defendant’s
12 argument that the State was required to seek an extension of time when the rule ran
13 on July 21, 2023. [AB 11-13] *See id.* ¶ 7 (stating that the state was not required to
14 seek an extension of time where the parties impliedly agreed to suspend the running
15 of the six-month period and were actively pursuing a plea agreement); *see also State*
16 *v. Jaramillo*, 2004-NMCA-041, ¶ 15, 88 P.3d 264 (holding no violation of the
17 district court six-month rule where the defendant acted as though the codefendant’s
18 appeal would apply to him and stay the rule; also noting that the defendant failed to
19 raise the issue on at least four occasions after the rule had technically run).

1 {16} Defendant argues that *Sanchez* is inapplicable to this case because it involved
2 a prior version of the district court six-month rule, which, at the time contained a
3 provision for automatic renewal of the 182-day period on rejection of a plea
4 agreement, as occurred in *Sanchez*. See *Sanchez*, 1989-NMSC-068, ¶¶ 5-9.
5 Defendant notes that the magistrate court Rule 6-506 contains no such provision.
6 [AB 18-19] However, the decision in *Sanchez* did not turn on the existence of an
7 automatic renewal provision of the six-month rule. What is relevant to this case is
8 that the Court held in *Sanchez* that—where the defendant and his attorney had
9 engaged in plea negotiations and signed a plea agreement after the six-month rule
10 had run and while knowing that the scheduled plea hearing was outside the six-
11 month rule time limit—the defendant impliedly agreed to extend the time under the
12 rule until the date of the plea hearing. See *Sanchez*, 1989-NMSC-068, ¶¶ 6-7. In this
13 case, Defendant and his counsel likewise impliedly agreed to extend the time under
14 the rule for five days until the plea hearing on July 26, 2023. And, after Defendant
15 failed to appear at the plea hearing, the provisions of Rule 6-506(B)(5) then applied.
16 See *James*, 2017-NMCA-053, ¶ 29 (stating that if a defendant fails to appear, causing
17 a bench warrant to be issued for his arrest, that defendant forfeits the right to be
18 brought to trial within the initial six-month period). [AB 21-25]

19 {17} Defendant also argues *Sanchez* is distinguishable because there, the record
20 established that the defendant had reached a plea agreement with the state and was

1 only awaiting a hearing. *See Sanchez*, 1989-NMSC-068, ¶ 7. Defendant contends
2 that, in this case, the plea agreement was not finalized, and there is no indication in
3 the magistrate court record that Defendant was properly advised regarding the
4 waiver of his right to jury trial. [AB 19-20] However, regardless of whether the plea
5 agreement was sufficiently finalized, as explained above, both Defendant and his
6 counsel led both the magistrate court and the State to believe that they had agreed
7 that the time line under the rule was being held in abeyance pending conclusion of
8 the plea proceedings. *See State v. Eskridge*, 1997-NMCA-106, ¶ 10, 124 N.M. 227,
9 947 P.2d 502 (rejecting the defendant’s argument that “the existence of an ultimate
10 written and signed plea agreement [is] essential,” and recognizing when considering
11 whether application of the six-month rule’s time limit is affected by ongoing plea
12 negotiations, “the appropriate inquiry is whether, before the [r]ule expired, an oral
13 or written agreement was reached or there was a clear understanding that the action
14 against [the d]efendant was being held in abeyance”).

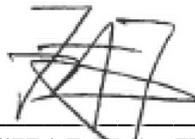
15 {18} For these reasons, we reverse the district court’s order granting Defendant’s
16 motion to dismiss, and this case is remanded to the district court for further
17 proceedings. *See generally State v. Lobato*, 2006-NMCA-051, ¶ 28, 139 N.M. 431,
18 134 P.3d 122 (recognizing that under “the common sense approach,” a court may
19 ignore a technical violation of the six-month rule where “(1) the delay inures to the

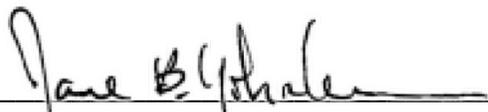
1 benefit of the defendant or (2) the defendant acquiesces in the delay or fails to raise
2 the issue of the . . . rule in a timely manner”).

3 {19} **IT IS SO ORDERED.**

4 
5 _____
SHAMMARA H. HENDERSON, Judge

6 **WE CONCUR:**

7 
8 _____
ZACHARY A. IVES, Judge

9 
10 _____
JANE B. YOHALEM, Judge