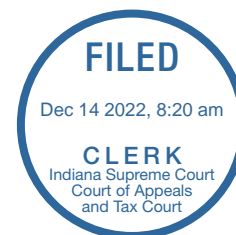


MEMORANDUM DECISION

Pursuant to Ind. Appellate Rule 65(D), this Memorandum Decision shall not be regarded as precedent or cited before any court except for the purpose of establishing the defense of res judicata, collateral estoppel, or the law of the case.



ATTORNEY FOR APPELLANT

M. Robert Phillips
Phillips Law Office, P.C.
Boonville, Indiana

ATTORNEYS FOR APPELLEE

Theodore E. Rokita
Attorney General of Indiana
Robert M. Yoke
Deputy Attorney General
Indianapolis, Indiana

IN THE COURT OF APPEALS OF INDIANA

Sharonda Barnhill-Lacey,
Appellant-Defendant,

v.

State of Indiana,
Appellee-Plaintiff.

December 14, 2022

Court of Appeals Case No.
22A-CR-1269

Appeal from the Vanderburgh
Superior Court

The Honorable Donald R. Vowels,
Magistrate

Trial Court Cause No.
82D02-2107-CM-3522

Robb, Judge.

Case Summary and Issue

- [1] Sharonda Vontinette Barnhill-Lacey was convicted of prostitution, a Class A misdemeanor. Barnhill-Lacey now appeals, raising one issue for our review which we restate as whether sufficient evidence was presented to support her prostitution conviction. Concluding the State presented sufficient evidence to support Barnhill-Lacey’s conviction, we affirm.

Facts and Procedural History

- [2] On July 1, 2021, Officer Christopher Antes of the Indiana State Excise Police was working undercover investigating complaints made against Xcess Night Club (“Xcess”). Officer Antes entered Xcess with money provided to him for purposes of his investigation. Officer Antes was then approached by Barnhill-Lacey. The two began conversing and Barnhill-Lacey explained to Officer Antes the pricing for the private dance room and VIP room. Officer Antes asked Barnhill-Lacey what the VIP room would get him. Barnhill-Lacey told him that “once the doors close we can have some fun” and she pointed towards her chest and rubbed her hand across her breast. Transcript, Volume 2 at 6.
- [3] After more small talk, Officer Antes asked Barnhill-Lacey whether any of the girls at the club “liked to do extras.” *Id.* at 7. “Extras” is a term Officer Antes knows from his training and experience to mean “things outside of the normal strip club private dances such as sexual acts.” *Id.* (cleaned up). Barnhill-Lacey answered “yes[.]” *Id.* Officer Antes then asked her whether she liked to do

extras. Again, Barnhill-Lacey answered “yes.” *Id.* When Officer Antes asked Barnhill-Lacey what extras he could get, “she puckered her lips and kinda drew a circle around her lips with her finger” and said it would get him her lips. *Id.* Officer Antes asked if she meant a “blow job”¹ and Barnhill-Lacey nodded indicating yes. *Id.* at 8. Officer Antes then asked Barnhill-Lacey how much that would cost at which point Barnhill-Lacey’s tone changed and became accusatory. She asked if he was wearing a wire or was a cop and then began patting down his chest and stomach area. After the pat down, Barnhill-Lacey told Officer Antes that it would cost \$175.

[4] Officer Antes did not have enough money to cover \$175 so he briefly left the club to get more cash. As he was leaving, Barnhill-Lacey told him to hurry back and “made an up and down motion with her hand with a closed fist,” indicating a “hand job[.]”² *Id.* at 12. When Officer Antes returned, he gave Barnhill-Lacey the \$175 but told her that he needed to use the restroom before they began. After the money exchanged hands, other officers arrested Barnhill-Lacey.

[5] On July 2, 2021, the State charged Barnhill-Lacey with prostitution. A bench trial was conducted, and Barnhill-Lacey was found guilty. The trial court

¹ Officer Antes testified that a blow job refers to the manual stimulation of the male genitalia with one’s mouth. *See Tr.*, Vol. 2 at 8.

² Officer Antes testified that a hand job refers to the manual stimulation of the male genitalia with one’s hand. *See id.* at 12.

sentenced Barnhill-Lacey to a 180-day suspended sentence. Barnhill-Lacey now appeals.

Discussion and Decision

I. Standard of Review

[6] When reviewing the sufficiency of the evidence needed to support a criminal conviction, we neither reweigh evidence nor judge witness credibility. *Bailey v. State*, 907 N.E.2d 1003, 1005 (Ind. 2009). “We consider only the evidence supporting the judgment and any reasonable inferences that can be drawn from such evidence.” *Id.* (quotation omitted). We will affirm if there is substantial evidence of probative value such that a reasonable trier of fact could have concluded the defendant was guilty beyond a reasonable doubt. *Id.*

II. Evidence of an Agreement

[7] Barnhill-Lacey argues the State failed to present sufficient evidence to support her prostitution conviction. To convict Barnhill-Lacey of prostitution, the State was required to prove that Barnhill-Lacey knowingly or intentionally performed, or offered or agreed to perform, sexual intercourse or other sexual conduct for money. Ind. Code § 35-45-4-2. “Other sexual conduct” is defined to include an act involving “a sex organ of one (1) person and the mouth or anus of another person[.]” Ind. Code § 35-31.5-2-221.5(1).

[8] Barnhill-Lacey contends there was insufficient evidence that a mutual agreement was reached between her and Officer Antes.³ There is no definition of agreement with the statute. However, we have stated the following:

“Agreement” has a plain, and ordinary meaning: it is defined by Black’s law dictionary as “a mutual understanding between two or more persons about their relative rights and duties regarding past or future performances; a manifestation of mutual assent by two or more persons.” Black’s Law Dictionary 74 (8th ed. 2004). Analogizing to contract law, an agreement is considered to be a meeting of the minds between the parties, a mutual understanding of all terms of the contract.

Harwell v. State, 821 N.E.2d 381, 383 (Ind. Ct. App. 2004).

[9] Barnhill-Lacey argues that “there must be an explicit request for an identifiable service . . . followed by an express answer[.]” Reply Brief of Appellant at 5-6. However, our supreme court has found that an offer need not be explicit to support a conviction of prostitution. *See Williams v. State*, 254 Ind. 4, 6, 256 N.E.2d 913, 914 (1970). Further, we have held that the agreement need not “be expressed and in precise statutory language” but may be “implicit in the parties’ words and actions when considered in the context in which they occurred.” *Harwell*, 821 N.E.2d at 384.

³ Barnhill-Lacey also contends that the evidence was insufficient because the State failed to introduce the security footage from Xcess. However, she cites nothing to suggest the State was required to do so.

[10] Here, Officer Antes asked Barnhill-Lacey whether she liked to do extras. She answered “yes.” Tr., Vol. 2 at 7. When Officer Antes asked Barnhill-Lacey what extras he could get, “she puckered her lips and kinda drew a circle around her lips with her finger” and said it would get him her lips. *Id.* Officer Antes asked if she meant a “blow job” and Barnhill-Lacey nodded indicating yes. *Id.* at 8. Officer Antes then asked Barnhill-Lacey how much that would cost, and Barnhill-Lacey told him that it would cost \$175. When Officer Antes was leaving to get more money, Barnhill-Lacey told him to hurry back and “made an up and down motion with her hand with a closed fist,” indicating a “hand job[.]” *Id.* at 12. Upon his return, Officer Antes paid Barnhill-Lacey the \$175.

[11] We find the State presented sufficient evidence to prove that Barnhill-Lacey agreed to perform “other sexual conduct[.]” Ind. Code § 35-31.5-2-221.5, for money. Therefore, there was sufficient evidence to convict Barnhill-Lacey of prostitution.

Conclusion

[12] We conclude the State presented sufficient evidence to support Barnhill-Lacey’s prostitution conviction. Accordingly, we affirm.

[13] Affirmed.

Mathias, J., and Foley, J., concur.