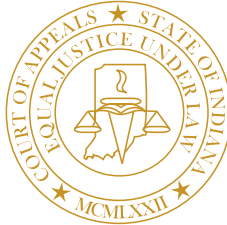


MEMORANDUM DECISION

Pursuant to Ind. Appellate Rule 65(D), this Memorandum Decision is not binding precedent for any court and may be cited only for persuasive value or to establish res judicata, collateral estoppel, or law of the case.

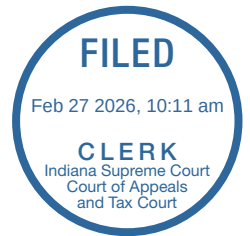


IN THE Court of Appeals of Indiana

Keanah T. Jamerson,
Appellant-Defendant

v.

State of Indiana,
Appellee-Plaintiff



February 27, 2026

Court of Appeals Case No.
25A-CR-1905

Appeal from the Marion Superior Court
The Honorable Mark D. Stoner, Senior Judge
The Honorable Jeffrey L. Marchal, Judge

Trial Court Cause No.
49D31-2402-F3-5366

Memorandum Decision by Chief Judge Tavitvas
Judges Weissmann and Foley concur.

Tavitas, Chief Judge.

Case Summary

- [1] Keanah Jamerson appeals the trial court's imposition of probation fees in its sentencing order. The State largely concedes that the trial court's order is erroneous regarding the imposition and collection of the probation fees. Accordingly, we affirm in part, reverse in part, and remand for the trial court to correct its order.

Issues

- [2] Jamerson raises three issues, which we restate as:
- I. Whether the sentencing order overstated the probation fees.
 - II. Whether the trial court erred by assessing Jamerson's monthly probation fees in advance.
 - III. Whether the trial court erred by ordering the retention of Jamerson's cash bail to pay \$700 in probation fees without holding an indigency hearing.

Facts

- [3] The State charged Jamerson with aggravated battery, a Level 3 felony. At the initial hearing, the trial court determined that Jamerson was indigent and appointed counsel. A third party posted a \$2,000 cash bond for Jamerson, and the bond agreement provided: "I understand that if the Defendant complies

with all conditions of bond but pleads guilty or is found guilty, then the bond money may be used to pay court-ordered fines, fees & costs under Indiana Code 35-33-8-3.2.” Appellant’s App. Vol. II p. 60.

[4] Jamerson was found guilty after a jury trial. The trial court sentenced Jamerson to six years with all suspended and two years on probation. The trial court found Jamerson “indigent as to fines, fees, and costs.” Tr. Vol. III p. 18. The trial court then ordered Jamerson to pay a \$100 probation administrative fee and the minimum monthly probation fees. The probation order lists a probation administration fee of \$100, an initial probation user fee of \$25, and a monthly probation fee of \$15. The sentencing order, however, included the following:

PART V	MONETARY OBLIGATIONS	
Court Costs and Fees		
Adult Probation Administrative Fee - CR		\$100.00
Adult Probation Monthly and Initial User Fees - CR		\$600.00
Probation User Fee - Clerk's 3% - CR		\$0.00
	Total:	\$700.00

Appellant’s App. Vol. III p. 15. A different judge later issued an order releasing the cash bond to pay the \$700 in fees, with the remainder returned to the surety. Jamerson now appeals.

Discussion and Decision

[5] Jamerson appeals the trial court’s imposition of probation fees as part of the sentencing order. “An abuse-of-discretion standard of review applies to a trial court’s sentencing decisions and to the imposition of costs and fees.” *Spells v. State*, 225 N.E.3d 767, 771 (Ind. 2024). “This standard allows reversal only

when a decision ‘is clearly against the logic and effect of the facts and circumstances before the court or if the court has misinterpreted the law.’” *Id.* (quoting *Abbott v. State*, 183 N.E.3d 1074, 1083 (Ind. 2022)). We, however, review a statute’s meaning and scope de novo. *Id.*

I. Amount of Probation Fees Assessed

[6] Jamerson first argues that the trial court’s calculation of the probation fees was erroneous. Indiana Code Section 35-38-2-1(d) provides:

In addition to any other conditions of probation, the court shall order each person convicted of a felony to pay:

(1) not less than twenty-five dollars (\$25) nor more than one hundred dollars (\$100) as an initial probation user’s fee;

(2) a monthly probation user’s fee of not less than fifteen dollars (\$15) nor more than thirty dollars (\$30) for each month that the person remains on probation;

* * * * *

(5) an administrative fee of one hundred dollars (\$100);

to either the probation department or the clerk.

[7] In the probation order, the trial court ordered Jamerson to pay a probation administration fee of \$100, an initial probation user fee of \$25, and a monthly probation fee of \$15. Jamerson was ordered to complete two years of

probation. The \$100 administration fee plus the \$25 initial probation user fee, plus \$15 per month for 24 months would result in total fees of \$485, not \$700 as ordered in the sentencing order. The State concedes that the trial court's calculation is erroneous. Accordingly, we reverse and remand for the trial court to revise its calculation of probation fees.

II. Assessment of Monthly Probation Fees in Advance

[8] Next, Jamerson argues that the trial court abused its discretion by collecting two years of monthly probation fees in advance. Jamerson points out that a defendant may only be assessed monthly probation fees for the time that the defendant actually serves on probation. *See* Ind. Code § 35-38-2-1(e)(2); *Johnson v. State*, 27 N.E.3d 793, 794 (Ind. Ct. App. 2015). No statute authorizes a trial court to collect monthly probation fees in advance, although Indiana Code Section 35-38-2-1.7(a) allows a probationer to voluntarily prepay the fees. Jamerson, however, did not consent to prepayment of the fees.

[9] The State concedes that the trial court “cannot impose fees for probation that a defendant did not actually serve” and agrees that this Court “should remand with instructions for the Probation Department to return the \$575 it prematurely collected in prepaid monthly fees.” Appellee’s Br. pp. 12-13. Accordingly, we reverse and remand the trial court’s advance collection of Jamerson’s monthly probation fees.

III. Indigency Hearing Before Retaining Cash Bond

[10] Finally, Jamerson argues that the trial court was required to conduct a second indigency hearing before retaining a portion of the cash bond to pay the probation fees. In response, the State does not dispute Jamerson's indigency. The State contends that the indigency hearing held at the initial hearing is sufficient, and that a second indigency hearing is unnecessary. Further, the State contends that the cash bond was properly used to pay Jamerson's administrative and initial probation fees because the bond agreement provided that the bond could be used to pay those fees.

[11] In her reply brief, Jamerson disagrees with the State's argument that a second indigency hearing was unnecessary based upon *Spells*, 225 N.E.3d 767. Nevertheless, Jamerson "adjust[s] her requested relief and [does] not seek the return of the \$125 in administrative and initial probation fees retained from the cash bond." Appellant's Reply Br. p. 5. Given the State's concession, Jamerson's revised argument, and our holding that the trial court abused its discretion by collecting the monthly probation fees in advance, we need not address whether a second indigency hearing was required, and we affirm the use of the cash bond to pay the administrative and initial probation fees.

Conclusion

[12] The trial court abused its discretion in calculating the probation fees owed by Jamerson and by collecting Jamerson's monthly probation fees in advance. Jamerson, however, no longer disputes the trial court's collection of the

administrative and initial probation fees from the cash bond or the failure of the trial court to conduct a second indigency hearing. Accordingly, we affirm in part, reverse in part, and remand for the trial court to correct its order.

[13] Affirmed in part, reversed in part, and remanded.

Weissmann, J., and Foley, J., concur.

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