

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

Donald R. Shuler
Barkes, Kolbus, Rife & Shuler LLP
Goshen, Indiana

ATTORNEYS FOR APPELLEE

Theodore E. Rokita
Attorney General of Indiana

Samuel J. Dayton
Deputy Attorney General
Indianapolis, Indiana

IN THE COURT OF APPEALS OF INDIANA

Jordan W. Dallie,
Appellant-Defendant,

v.

State of Indiana,
Appellee-Plaintiff.

November 23, 2022

Court of Appeals Case No.
22A-CR-1596

Appeal from the
Elkhart Superior Court

The Honorable
Stephen R. Bowers, Judge

Trial Court Case No.
20D02-2005-F5-122

Baker, Senior Judge.

Statement of the Case

- [1] In early 2020, Jordan Dallie burgled numerous rented storage units. He subsequently pleaded guilty to three counts of felony burglary and was sentenced to the maximum sentence permitted under his plea agreement. Seeking a reduced sentence, Dallie asserts his crimes constitute an episode of criminal conduct such that the trial court erred by imposing an aggregate sentence longer than seven years. Concluding that Dallie received the benefits he bargained for, we affirm his sentence.

Facts and Procedural History

- [2] Although the guilty plea transcript reveals little about the nature of Dallie's offenses, more detailed versions exist in the probable cause affidavits, which Dallie cites in his appellate brief. *See* Appellant's Br. p. 6 n.1. In addition, both the probable cause affidavits and the charging informations are referred to in and attached to the pre-sentence investigation report. *See* Appellant's App. Vol. 2, pp. 48, 53-55, 63, 65.
- [3] Dallie and Jessica Hall rented a storage unit on February 24, 2020. Between that date and March 1, twenty-seven units at the rental facility were broken into. The police investigation revealed that, using bolt cutters, Dallie and Hall cut off the locks of storage units, stole items from some of the units, and then pawned the items.
- [4] Based upon these incidents, the State charged Dallie with three counts of burglary, all as Level 5 felonies. Dallie entered into a plea agreement in which

he agreed to plead guilty to the three counts of burglary in exchange for a cap of thirteen years on the executed portion of his sentence, with all counts to be served consecutively. In addition, the plea agreement provided that, in an unrelated cause not at issue in this appeal, Dallie would plead guilty to unlawful possession of a syringe as a Level 6 felony in exchange for a sentence of two years that he would serve concurrently with his burglary sentences.

[5] The court sentenced Dallie to five years on each burglary count and suspended two years on the third count for an executed sentence of thirteen years. Dallie now appeals his sentence.

Discussion and Decision

[6] Dallie contends that his thirteen-year sentence exceeds the maximum sentence permitted by statute because his offenses constitute an episode of criminal conduct. Indiana Code section 35-50-1-2 provides that, except for crimes of violence, the aggregate term of imprisonment to which a defendant may be sentenced for felony convictions arising out of an episode of criminal conduct may not exceed seven years if the most serious crime for which the defendant is sentenced is a Level 5 felony. Ind. Code § 35-50-1-2(c), (d)(2) (2019).

[7] Plea agreements are contracts and, once accepted, they are binding upon the trial court, the State, and the defendant. *Nolan v. State*, 177 N.E.3d 881, 883 (Ind. Ct. App. 2021), *trans. denied* (2022). Additionally, a defendant ““may not enter a plea agreement calling for an illegal sentence, benefit from that sentence, and then later complain that it was an illegal sentence.”” *Lee v. State*, 816

N.E.2d 35, 40 (Ind. 2004) (quoting *Collins v. State*, 509 N.E.2d 827, 833 (Ind. 1987)). The *Lee* court emphasized that defendants who plead guilty to achieve favorable outcomes forfeit a plethora of substantive claims and procedural rights and that striking a favorable bargain that includes an otherwise illegal consecutive sentence falls in this category. 816 N.E.2d at 40.

[8] Here, the State charged Dallie with three Level 5 felonies. In exchange for his guilty plea, the State agreed to dismiss all other pending charges, refrain from filing additional charges, and sentence him to a maximum aggregate sentence of thirteen years, all of which reduced his penal exposure. Further, Dallie agreed to the possibility of consecutive sentences pursuant to his plea agreement. In short, Dallie entered the plea agreement, benefited from it, and may not now be heard to complain that he received an illegal sentence.

Conclusion

[9] Based on the foregoing, we conclude that, having reaped the benefits of a plea agreement accepted by the trial court, Dallie may not now complain of sentence illegality.

[10] Affirmed.

Riley, J., and Crone, J., concur.