

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 Appellate Rule 65(D), this Memorandum Decision is not binding precedent for any court and may be cited only for persuasive value or to establish res judicata, collateral estoppel, or law of the case.



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IN THE COURT OF APPEALS OF INDIANA

Anthony Dron Redd,
Appellant-Defendant,

v.

State of Indiana,
Appellee-Plaintiff

August 30, 2023

Court of Appeals Case No.
23A-CR-514

Appeal from the Clark Circuit
Court

The Honorable Vicki L.
Carmichael, Judge

Trial Court Cause Nos.
10C04-2001-F1-1
10C04-0802-FA-25

Memorandum Decision by Judge Crone
Judges Brown and Felix concur.

Crone, Judge.

- [1] In 2009, Anthony Dron Redd pled guilty to class A felony rape and class A felony robbery under cause number 10C04-0802-FA-25 (Cause FA-25). He was sentenced to concurrent thirty-year sentences, with ten years suspended to probation. Redd reported to probation in January 2019. In January 2020, Redd was charged with seven counts of level 1 felony child molesting and one count of level 4 felony child molesting under cause number 10C04-2001-F1-1 (Cause F1-1). In March 2021, the State filed a petition to revoke Redd’s probation in Cause FA-25.
- [2] On November 30, 2022, Redd pled guilty pursuant to a plea agreement to one count of level 4 felony child solicitation in Cause F1-1 and admitted to violating his probation in Cause FA-25. On February 13, 2023, the trial court sentenced Redd to consecutive terms of twelve years for the child solicitation conviction and ten years for the probation violation.
- [3] Redd now appeals, challenging only the factual basis underlying his guilty plea to level 4 felony child solicitation. However, the plea agreement unambiguously provides, “DEFENDANT WAIVES RIGHT TO APPEAL. Defendant retains right to appeal sentence only.” Appellant’s App. Vol. 3 at 146. Our supreme court recently reiterated that “plea agreements are contracts between the defendant and the State, and once the trial court approves the agreements, they are binding on the defendant, the State, and the trial court. Because plea agreements are contracts, contract law principles generally apply.” *Davis v. State*, 207 N.E.3d 1183, 1186 (Ind. 2023) (citation omitted). Redd neither mentions his plea agreement nor suggests that his express waiver of his right to

appeal is not binding upon him. Because he has waived his right to appeal, we dismiss.

[4] Dismissed.

Brown, J., and Felix, J., concur.