

In the
Indiana Supreme Court

Keymontai Madison,
Appellant(s),

v.

State Of Indiana,
Appellee(s).

Court of Appeals Case No.
25A-CR-01323

Trial Court Case Nos.
82D02-2408-MR-5016
82D02-2407-F6-4397



Published Order

This matter has come before the Indiana Supreme Court on a petition to transfer jurisdiction, filed pursuant to Indiana Appellate Rules 56(B) and 57, following the issuance of a decision by the Court of Appeals. The Court has reviewed the decision of the Court of Appeals, and the submitted record on appeal, all briefs filed in the Court of Appeals, and all materials filed in connection with the request to transfer jurisdiction have been made available to the Court for review. Each participating member has had the opportunity to voice that Justice's views on the case in conference with the other Justices, and each participating member of the Court has voted on the petition.

Being duly advised, the Court DENIES the petition to transfer.

Done at Indianapolis, Indiana, on 5/27/2026.

FOR THE COURT

A handwritten signature in black ink that reads "Loretta H. Rush".

Loretta H. Rush
Chief Justice of Indiana

Massa, Slaughter, and Molter, JJ., concur.

Rush, C.J., concurs in the denial of transfer with separate opinion in which Goff, J., joins.

Rush, C.J., respecting the denial of transfer.

This opinion is one of two issued today addressing a recurring problem: defendants waive their appellate rights as part of a written plea agreement but later receive inaccurate advisements suggesting those rights remain available. Here, after accepting Keymontai Madison's plea agreement, the trial court held a sentencing hearing and imposed a sentence within the agreement's terms. The deputy prosecutor then reminded the court to advise Madison of his "[a]ppellate rights to the sentence." And the court told Madison that he had "a right to appeal" his sentence even though it fell within his plea agreement's appeal-waiver provision. Although the Court of Appeals properly followed precedent in dismissing Madison's subsequent appeal, I write to reemphasize our recent guidance that when a trial court gives an inaccurate or confusing advisement about a plea agreement's appeal-waiver provision, counsel for both sides should respectfully intervene to clarify the appellate rights the defendant has waived and those, if any, that remain. *See Pratcher v. State*, 273 N.E.3d 824, 825 (Ind. 2026) (Rush, C.J., respecting denial of transfer) (Massa, Slaughter, Goff, and Molter, JJ., joining).

That did not happen here. Neither Madison's attorney nor the deputy prosecutor spoke up to explain that, because the trial court had imposed a sentence within the terms of his plea agreement, a challenge to that sentence on appeal would be barred by the agreement's appeal-waiver provision. Such silence carries a systemwide cost: it risks eroding defendants' trust in the legal system and consumes public resources by generating litigation the written waiver was intended to foreclose. Public defenders are appointed to pursue claims covered by appeal waivers, deputy attorneys general move to dismiss those claims, and the Court of Appeals and this Court review the resulting filings. Together, these avoidable burdens benefit no one and ultimately undermine the finality plea agreements are meant to secure.

Goff, J., joins.