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**STATE OF MINNESOTA
IN COURT OF APPEALS
A13-1599**

State of Minnesota,
Respondent,

vs.

Vernon Lee Brown,
Appellant.

**Filed January 21, 2014
Affirmed
Bjorkman, Judge**

Stearns County District Court
File Nos. 73-CR-12-3809, 73-CR-12-3811

Lori Swanson, Attorney General, St. Paul, Minnesota; and

Janelle P. Kendall, Stearns County Attorney, Michael J. Lieberg, Assistant County Attorney, St. Cloud, Minnesota (for respondent)

Cathryn Middlebrook, Chief Appellate Public Defender, Jennifer L. Lauermann, Assistant Public Defender, St. Paul, Minnesota (for appellant)

Considered and decided by Bjorkman, Presiding Judge; Schellhas, Judge; and Stauber, Judge.

UNPUBLISHED OPINION

BJORKMAN, Judge

Appellant challenges the postconviction court's denial of his petition to correct two sentences by vacating the fines and fees that were not contemplated in the plea

agreement. Because appellant did not object to the imposition of fines and fees at sentencing, we affirm.

D E C I S I O N

Appellant Vernon Lee Brown pleaded guilty to two felony-level controlled-substance offenses. The plea agreement included the maximum imprisonment the court could impose and the minimum imprisonment required by statute, and stated that Brown would plead guilty in exchange for a 27-month executed sentence and a 42-month executed sentence for the two offenses, to be served concurrently. The agreement was silent as to fines and fees. At the sentencing hearing, the prosecutor asked the district court to impose a sentence in accordance with the plea agreement. Brown objected to a restitution award but not to the imposition of fines and fees:

DEFENSE COUNSEL: We would ask the Court to follow the agreement as well, Your Honor, and to be as lenient as possible on fines. My client is simply opposing the restitution for the buy money, feeling that given he's pleading guilty to both files, he's accepting responsibility and he's going to prison that that isn't an expense that he should have to bear.

. . . .

THE COURT: All right.

(Whereupon, off the record counsel and client.)

DEFENSE COUNSEL: So that's all I have, Your Honor.

THE COURT: All right. Mr. Brown, was there anything you wanted to say?

THE DEFENDANT: No.

As part of the sentence, the district court imposed fines and fees in the amount of \$210, composed of a \$10 law-library fee, a \$50 controlled-substance fine, a \$75 criminal surcharge, and a \$75 public-defender copayment.

Brown filed a postconviction petition asking the court to modify his sentence by vacating the fines and fees because they were not contemplated in the plea agreement. The postconviction court denied the petition because Brown did not raise the issue at sentencing. This appeal follows.

A defendant cannot waive the right to appeal a sentence, *State v. Anyanwu*, 681 N.W.2d 411, 413 (Minn. App. 2004), but “[c]ertain sentencing errors are . . . forfeited for appeal by failure to object in the district court,” *State v. Osborne*, 715 N.W.2d 436, 441 (Minn. 2006) (listing imposition of a fine not discussed in a plea agreement as one example of forfeited error). Challenges to fines and fees imposed as part of a sentence fall within the class of sentencing errors that may be forfeited. *See Blondheim v. State*, 573 N.W.2d 368, 368-69 (Minn. 1998) (rejecting defendant’s request to withdraw plea on the basis that fine was not contemplated in plea agreement because defendant did not object to imposition of the fine at sentencing). Because Brown did not object to the fines and fees at the time of sentencing, he waived his right to challenge them.

Affirmed.