

RECEIVED

Exhibit A

Jan 28 2025

S.C. SUPREME COURT

STATE OF SOUTH CAROLINA,  
COUNTY OF North Charleston  
Pierrie Brisbane  
Plaintiff,

IN THE COURT OF COMMON PLEAS

SUMMONS

vs.

FILE NO. 2022-CP-10-4804

Around the Clock Bonds men / Thomas H. Halden  
Defendant.

TO THE DEFENDANT ABOVE-NAMED:

YOU ARE HEREBY SUMMONED and required to answer the complaint herein, a copy of which is herewith served upon you, and to serve a copy of your answer to this complaint upon the subscriber, at the address shown below, within thirty (30) days after service hereof, exclusive of the day of such service, and if you fail to answer the complaint, judgment by default will be rendered against you for the relief demanded in the complaint.

FILED  
JULIE J. ARMSTRONG  
CLERK OF COURT  
OCT 14 PM 4:34

~~17 Magazine St~~ North Charleston South Carolina

Pierrie C. Brisbane  
Plaintiff/Attorney for Plaintiff

Dated: 8-14-2022

Address: 17 Magazine St Charleston SC

Defendant: Around the Clock Bail Bonds

3844 Leeds Ave B, North Charleston SC  
29405

2022-CP-10-4804

Complaint

I Pierrie Brisbane was bond out by around the clock bails bond service, under breach of contract, adverse claim, Pain and suffering, & fraud. Around the clock bails bondmen falsified documents and not disclosing the full details of the bond contract. Mrs. Desiree Rivera-Smith on June 27, 2022, used around the clock for the ("bail procedure ") to bail out Pierre Brisbane. Mrs. Desiree Rivera-Smith was informed to signed what she was informed was monthly payments papers of the agreement in which she would be paying around the clock bails bond, she agreed to the terms and given consideration of the oral agreement she placed a 2,000 dollar deposit with around the clock bails bondsman. Mrs. Pierrie Brisbane for legal reasons, requested that the contract/promissory Note which was agreed upon for which bond he has a court order identifying parties to the bond be turned over to him. Around the clock presented copies of a bond, the contract/promissory Note, and only the first page of the bond agreement which have Mrs. Desiree Rivera-Smith and Mrs. Pierrie Brisbane signatures subscribed. Mrs. Desiree Rivera-Smith and Mrs. Pierrie Brisbane states that the bond agreement which lay out the conditions and terms of the bond agreement was never presented and neither one knows how their signatures ended on the bond agreement. Mrs. Brisbane states, around the clock bails bondmen did not turn over all documents so he returned the next day and requested for the rest of the packet. Both Mrs. Desiree Rivera-Smith and Mrs. Pierrie Brisbane does not recognize the conditions and terms of the bond and states that around the clock never mentioned or showed the terms of the bond until that day when requested for. Mrs. Desiree Rivera-Smith and Mrs. Pierrie Brisbane when inquiring about who the surety was "Around the clock bails bondsmen" would state that they are the surety, Mrs. Pierrie Brisbane states when he would correct them and state, he's the surety due to a Jude order which around the clock denied was true. Mrs. Desiree Rivera-Smith and Mrs. Pierrie Brisbane Having the bond contract which around the clock agrees is the condition to the bond which they are a party, the language of the contract states that the indemnitor is Desiree Rivera-Smith and Defendant is Pierrie Brisbane but when asked about the surety on the case, no response. Under U.C.C 36-8-501. Securities Account; Acquisition of security Entitlement from securities Intermediary an account to which a financial asset is or may be credited in accordance with an agreement under which the person maintaining the account undertakes to treat the person for whom the account is maintained as entitled to exercise the rights that comprise the financial asset. Around The Clock bails bondsmen being an intermediary, having a security the intermediary is holding a financial asset for another person (Pierrie Brisbane), and the financial asset is registered in the name of, payable to the order of, or specially indorsed to the other person, and has not been indorsed to the securities intermediary or in blank, the other person is treated as holding the financial asset directly rather than as having a security entitlement with respect to the financial asset. has neglected their duties to for full the obligations of a contract which was never presented to parties named: Mrs. Desiree Rivera-Smith and Mrs. Pierrie Brisbane. Pierrie Brisbane Being appointed as surety to below document Number by Bond Judge Haselden for 20221810528495, 2022A1010203492, 2022A1010204758, & 2022A1010204759. Under UC.C. § 36-8-201 ISSUER

20220627  
 10:43:38  
 10:43:38  
 10:43:38

2022-CP-10-4804

Complaint

I Pierrie Brisbane was bond out by around the clock bails bond service, under breach of contract, adverse claim, Pain and suffering, & fraud. Around the clock bails bondmen falsified documents and not disclosing the full details of the bond contract. Mrs. Desiree Rivera-Smith on June 27, 2022, used around the clock for the ("bail procedure ") to bail out Pierre Brisbane. Mrs. Desiree Rivera-Smith was informed to signed what she was informed was monthly payments papers of the agreement in which she would be paying around the clock bails bond, she agreed to the terms and given consideration of the oral agreement she placed a 2,000 dollar deposit with around the clock bails bondsman. Mrs. Pierrie Brisbane for legal reasons, requested that the contract/promissory Note which was agreed upon for which bond he has a court order identifying parties to the bond be turned over to him. Around the clock presented copies of a bond, the contract/promissory Note, and only the first page of the bond agreement which have Mrs. Desiree Rivera-Smith and Mrs. Pierrie Brisbane signatures subscribed. Mrs. Desiree Rivera-Smith and Mrs. Pierrie Brisbane states that the bond agreement which lay out the conditions and terms of the bond agreement was never presented and neither one knows how their signatures ended on the bond agreement. Mrs. Brisbane states, around the clock bails bondmen did not turn over all documents so he returned the next day and requested for the rest of the packet. Both Mrs. Desiree Rivera-Smith and Mrs. Pierrie Brisbane does not recognize the conditions and terms of the bond and states that around the clock never mentioned or showed the terms of the bond until that day when requested for. Mrs. Desiree Rivera-Smith and Mrs. Pierrie Brisbane when inquiring about who the surety was "Around the clock bails bondsmen" would state that they are the surety, Mrs. Pierrie Brisbane states when he would correct them and state, he's the surety due to a Jude order which around the clock denied was true. Mrs. Desiree Rivera-Smith and Mrs. Pierrie Brisbane Having the bond contract which around the clock agrees is the condition to the bond which they are a party, the language of the contract states that the indemnitor is Desiree Rivera-Smith and Defendant is Pierrie Brisbane but when asked about the surety on the case, no response. Under U.C.C 36-8-501. Securities Account; Acquisition of security Entitlement from securities Intermediary an account to which a financial asset is or may be credited in accordance with an agreement under which the person maintaining the account undertakes to treat the person for whom the account is maintained as entitled to exercise the rights that comprise the financial asset. Around The Clock bails bondsmen being an intermediary, having a security the intermediary is holding a financial asset for another person(Pierrie Brisbane), and the financial asset is registered in the name of, payable to the order of, or specially indorsed to the other person, and has not been indorsed to the securities intermediary or in blank, the other person is treated as holding the financial asset directly rather than as having a security entitlement with respect to the financial asset. has neglected their duties to for full the obligations of a contract which was never presented to parties named: Mrs. Desiree Rivera-Smith and Mrs. Pierrie Brisbane. Pierrie Brisbane Being appointed as surety to below document Number by Bond Judge Haselden for 20221810528495, 2022A1010203492, 2022A1010204758, & 2022A1010204759. Under UC.C. § 36-8-201 ISSUER

(a) With respect to an obligation on or a defense to a security, an "issuer" includes a person that:

(1) places or authorizes the placing of its name on a security certificate, other than as authenticating trustee, registrar, transfer agent, or the like, to evidence a share, participation, or other interest in its property or in an enterprise, or to evidence its duty to perform an obligation represented by the certificate;

(2) creates a share, participation, or other interest in its property or in an enterprise, or undertakes an obligation, that is an uncertificated security;

(3) directly or indirectly creates a fractional interest in its rights or property, if the fractional interest is represented by a security certificate; or

(4) becomes responsible for, or in place of, another person described as an issuer in this section.

(b) With respect to an obligation on or defense to a security, a guarantor is an issuer to the extent of its guaranty, whether or not its obligation is noted on a security certificate.

(c) With respect to a registration of a transfer, issuer means a person on whose behalf transfer books are maintained.

Under these commercial laws Around The Clock Bails Bondsman being the intermediary the securities intermediary should act with respect to the duty as agreed upon by the entitlement holder and the securities intermediary; or

(2) in the absence of agreement, the securities intermediary exercises due care in accordance with reasonable commercial standards to comply with the entitlement order.

(b) If a securities intermediary transfers a financial asset pursuant to an ineffective entitlement order, the securities intermediary shall reestablish a security entitlement in favor of the person entitled to it, and pay or credit any payments or distributions that the person did not receive as a result of the wrongful transfer. If the securities intermediary does not reestablish a security entitlement, the securities intermediary is liable to the entitlement holder for damages.

Around the clock bails Bondsmen having an instrument is subject to the claims to an Instrument under ,

### 36-3-306 CLAIMS TO AN INSTRUMENT

A person taking an instrument, other than a person having rights of a holder in due course, is subject to a claim of a property or possessory right in the instrument or its proceeds, including a claim to rescind a negotiable instrument and to recover the instrument or its proceeds. A person having rights of a holder in due course takes free of the claim to the instrument.

Under the condition of the commercial law 36-3-106 unconditional promise or order

(a) Except as provided in this section, for the purposes of Section 36-3-104(a), a promise or order is unconditional unless it states (i) an express condition to payment, (ii) that the promise or order is subject to or governed by another record, or (iii) that rights or obligations with respect to the promise or order are stated in another record. A reference to another record does not of itself make the promise or order conditional.

(b) A promise or order is not made conditional (i) by a reference to another record for a statement of rights with respect to collateral, prepayment, or acceleration, or (ii) because payment is limited to resort to a particular fund or source.

(c) If a promise or order requires, as a condition to payment, a countersignature by a person whose specimen signature appears on the promise or order, the condition does not make the promise or order conditional for the purposes of Section 36-3-104(a). If the person whose specimen signature appears on an instrument fails to countersign the instrument, the failure to countersign is a defense to the obligation of the issuer, but the failure does not prevent a transferee of the instrument from becoming a holder of the instrument.

(d) If a promise or order at the time it is issued or first comes into possession of a holder contains a statement, required by applicable statutory or administrative law, to the effect that the rights of a holder or transferee are subject to claims or defenses that the issuer could assert against the original payee, the promise or order is not thereby made conditional for the purposes of Section 3-104(a); but if the promise or order is an instrument, there cannot be a holder in due course of the instrument.

Around the clock Bails Bondsmen being the securities intermediary, upon the Plaintiff/entitlement holder request of all documents concerning Plaintiff, Around the clock Bails Bondsmen being the securities intermediary had a duty to comply with 36-8-507 Duty of securities intermediary to comply with the entitlement order.

A securities intermediary shall comply with an entitlement order if the entitlement order is originated by the accredited person, the securities intermediary has had reasonable opportunity to assure itself that the entitlement order is genuine and authorized, and the securities intermediary has had reasonable opportunity to comply with the entitlement order.

(a) A securities intermediary satisfies the duty if:

(1) the securities intermediary acts with respect to the duty as agreed upon by the entitlement holder and the securities intermediary; or

(2) in the absence of agreement, the securities intermediary exercises due care in accordance with reasonable commercial standards to comply with the entitlement order.

(b) If a securities intermediary transfers a financial asset pursuant to an ineffective assignment order, the securities intermediary shall reestablish a security entitlement in favor of the person entitled to it, and pay or credit any payments or distributions that the person did not receive as a result of the wrongful transfer. If the securities intermediary does not reestablish a security entitlement, the securities intermediary is liable to the entitlement holder for damages.

Pierrie Brisbane attempt to resolve the problem with around the clock Bails Bondsmen was to no avail, on oct 11, 2022, at 1:06 Sharon E. Michaud an agent in the claims department of Allegheny Casualty Company was sent verification of all documentation to support Mrs. Pierrie Brisbane Claim of fraud, intimidation, & other tactics of deceit which

Ms. Sharon of Allegheny Casualty Company did not comply. A copy of the court order was sent by E-mail to Sharon E. Michaud along with the other verification which she still contested to take Mr. Brisbane Claim. Due to the Blatant disregard to the Entitlement holder Pierrië Brisbane Around the clock Bails Bondsman under § 36-8-508, DUTY OF SECURITIES INTERMEDIARY TO CHANGE ENTITLEMENT HOLDER'S POSITION TO OTHER FORM OF SECURITY HOLDING: As securities intermediary refused to act at the direction of the entitlement holder to change a security entitlement into another available form of holding for which the entitlement holder is eligible, or to cause the financial asset to be transferred to a securities account of the entitlement holder with another securities intermediary and the securities intermediary satisfies the duty if:

- (1) the securities intermediary acts as agreed upon by the entitlement holder and the securities intermediary; or
- (2) in the absence of agreement, the securities intermediary exercises due care in accordance with reasonable commercial standards to follow the direction of the entitlement holder.

Under 8-102 of the Uniform commercial codes this is an Adverse Claim that claimant has property interest against in the financial asset and that it is a violation of the right of the claimant for another person to hold, transfer, or deal with the financial asset. Around the clock and the Claims department of Allegheny Casualty Company was requested to produce a MONEY NET DATED TRANSACTION LOAN, ABSTRACT OF TITLE, ERRORS AND OMISSION CLAIMS, 8281 TAX FORM INFORMATION RETURN FOR PUBLICLY OFFERED ORIGINAL ISSUSE DISCOUNT INSTRUMENTS, ("C.M.I.R") CURRENCY MONEY INSTRUMENT LOG, A PILEMMINARIE CHANGE OF TITLE & OWNERSHIP FORM, R.C.N CALL SCHEDULE ("CHEDULE RC-N – PAST DUE AND NONACCRUAL LOANS, LEASES, AND OTHER ASSETS), R.C.P CALL SCHEDULE ("SCHEDULE RC-P – 1-4 FAMILY RESIDENTIAL MORTGAGE BANKING ACTIVITIES").

The terms and conditions of the bond agreement did not disclose as stated under 16 C.F.R. SEC 433.2- PRESERVATION OF CONSUMERS' CLAIMS AND DEFENSE, UNFAIR OR DECEPTIVE ACT OR PRACTICE.

§ 433.2 Preservation of consumers' claims and defenses, unfair or deceptive acts or practices. In connection with any sale or lease of goods or services to consumers, in or affecting commerce as "commerce" is defined in the Federal Trade Commission Act, it is an unfair or deceptive act or practice within the meaning of section 5 of that Act for a seller, directly or indirectly, to:

(a) Take or receive a consumer credit contract which fails to contain the following provision in at least ten point, bold face, type:

#### NOTICE

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

or,

(b) Accept, as full or partial payment for such sale or lease, the proceeds of any purchase money loan (as purchase money loan is defined herein), unless any consumer credit contract made in connection with such purchase money loan contains the following provision in at least ten point, bold face, type:

**NOTICE**

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

Due to the deception of around the clock Bails Bondsmen Mrs. Pierrie Brisbane has sustained damage.

(14) "Securities intermediary" means:

- (i) a clearing corporation; or
- (ii) a person, including a bank or broker, that in the ordinary course of its business maintains securities accounts for others and is acting in that capacity.

"Clearing corporation" means:

- (i) a person that is registered as a "clearing agency" under the federal securities laws;
- (ii) a federal reserve bank; or
- (iii) any other person that provides clearance or settlement services with respect to financial assets that would require it to register as a clearing agency under the federal securities laws but for an exclusion or exemption from the registration requirement, if its activities as a clearing corporation, including promulgation of rules, are subject to regulation by a federal or state governmental authority.

"Registered form," as applied to a certificated security, means a form in which:

- (i) the security certificate specifies a person entitled to the security; and
- (ii) a transfer of the security may be registered upon books maintained for that purpose by or on behalf of the issuer, or the security certificate so states.

donation

A donation is a gift - usually one of a charitable nature. A donation is a voluntary transfer of property (often money) from the transferor (donor) to the transferee (donee) with no exchange of value (consideration) on the part of the recipient (donee). (The recipient gives nothing in exchange for the donated property.)

When a donor knowingly, intentionally, and unconditionally conveys property (or a symbol of the intended property) to a donee, the donation goes into effect and becomes irrevocable upon the donee's acceptance thereof.

The IRS permits tax deductions for certain donations.

Pierrie Brisbane has requested help from both Around the clock Bail bondsmen and Allegheny Casualty Company documentation of all agreements made on behalf of plaintiff. Any contracts that were made on the behalf of Plaintiff Pierrie Brisbane, were it show plaintiff is an undisclosed third-party contractor to any other agreement that was made on behalf of Plaintiff to be turned over for the inspection of the terms of the agreement and to show who is liable. Under order of Bond Judge Haselden, Pierrie Brisbane was put as surety and under the conditions and terms of the bond the surety was due the premium on the bonds which surety never received. The Premium on the bond was 5,000 on the 50,000 and on second bond the premium was 9,500 and total bond was 95,000, the premium on both bonds was due back to the surety under which the bond conditions and terms expressed in the laugh of the contract. Due to The Around the clock action Mr. Pierrie Brisbane is asking for the Premium of all loans which are due Back to the court order surety \$ 5,000 & 9,500, for the breach of contract Plaintiff is requesting for full amount of all Bonds 50,000.00 & 95,000.00 for fraud plaintiff is requesting 100,000.00 for each bond. The plaintiff's is also requesting proceeds from the interest off the bond/securities from the transaction that was under written by Allegheny Casualty Company on behalf of the Plaintiff's, for pain and suffering, court cost, lost wages, and lawyer fees 70,000.00.

Pierrie Brisbane

8-14-2022

Exhibit: 0

CHARLESTON COUNTY SHERIFF'S OFFICE  
3691 LEEDS AVENUE, NORTH CHARLESTON, S.C. 29405-7437 (843) 202-1700

ARREST AND  SUPPLEMENTAL BOOKING REPORT

J. Al Cannon, Jr.  
Sheriff

SC0100000	TIME	CURRENT DATE	DISPATCH NO.	ORIGINAL CASE NO.	TRACT #
DEPENDANT NAME (LAST, FIRST, MIDDLE) Brisbane, Pierre		4/26/23		RACE BLK	SEX M
AGE 33	HEIGHT	WEIGHT	HAIR XXX	EYES XXX	SOCIAL SECURITY NUMBER unk
ADDRESS (NUMBER AND STREET) 17 Magazine St		CITY Charleston	STATE SC	ZIP CODE 29401	PHONE NUMBER
ALIAS	PLACE OF BIRTH	DRIVERS LICENSE NUMBER, D. # & STATE		PHONE NUMBER	
EMPLOYER OR OCCUPATION	NEXT OF KIN	ADDRESS (CITY AND STATE)		PHONE NUMBER	
TRANSPORTING OFFICERS NAME	NUMBER	ARRESTING OFFICER	NUMBER	AGENCY	
ARRESTEE ARMED <input type="checkbox"/> YES <input type="checkbox"/> NO		WEAPON TYPE <input type="checkbox"/> SEMI-AUTO <input type="checkbox"/> FULL-AUTO		<input type="checkbox"/> ON VIEW ARREST <input type="checkbox"/> SUMMONED <input type="checkbox"/> CUSTODY	
JUVENILE DISPOSITION 1. <input type="checkbox"/> HANDLED, RELEASED 2. <input type="checkbox"/> REFERRED TO OTHER AUTHORITY		EXAMINED BY HOSPITAL <input type="checkbox"/> YES <input type="checkbox"/> NO		VEHICLE TOWED <input type="checkbox"/> YES <input type="checkbox"/> NO	
CHARGE I.D.	A		B		
ADDITIONAL CHARGE NO.'S	2022A1010204758		2022A1010204759		
CHARGE	MANUF POSSES OTHER SUB		MANUF DISTRIB ETC		
STATUTE	SCH 11111 WITD - 1st		ICE/CRANK/CRACK COCAINE 1st		
BOND AMOUNT	20,000		15,000		
WARRANT/TICKET #					
BOND HEARING DATE					
DATE & TIME OF TRIAL/MAGISTRATE					

FILED  
APR 26 2023  
11:06 AM  
CLERK

Detendant, Pierre Brisbane, failed to report w/ surety and stated the he does not recognize the conditions of the bond. Mr. Brisbane falsified contact information and we would be unable to locate him if he is released on bond. OFF BOND 95,000 surety Around the Clock BONDING.

# 1338730

THE UNDERSIGNED HEREBY COMMITS TO YOUR CUSTODY THE ABOVE INDIVIDUAL AND SWears THAT THE INFORMATION CONTAINED IN THIS SUPPLEMENTAL ARREST & BOOKING REPORT IS TRUE AND CORRECT TO THE BEST OF HIS/HER KNOWLEDGE.

DATE P.P. TIME P.P. SEARCHING OFFICER I.D. TECHNICIAN PHOTO I.D. DATE OF PHOTO

4-26-2023 1:34 PM Rendon

CONDITION AT TIME OF ADMISSION HOW LONG IN CHAS. RELIGION EDUCATION

EXPLAIN

LOCAL PRIOR ARREST WANTED ON WARRANT MISCELLANEOUS

ATTORNEY PERSON TO CALL IN EMERGENCY ADDRESS PHONE NUMBER

SENTENCE TO DAYS AND/OR FINE AMOUNT COURT EXPIRATION OF SENTENCE

HOW INMATE RELEASED:  BOND  FINE AMOUNTS  SURETY BOND / COMPANY  EXPIRATION OF SENTENCE

RECEIPT NO. BY CLERK OF COURT REL: AT DATE TIME

TRANSFERRED OR RELEASED TO: OFFICER: DATE TIME

RELEASING OFFICER

SUPERVISOR REVIEW AND SIGN

Exhibit: 0

CHARLESTON COUNTY SHERIFF'S OFFICE  
3691 LEEDS AVENUE, NORTH CHARLESTON, S.C. 29405-7437 (843) 202-1700

ARREST AND  SUPPLEMENTAL BOOKING REPORT

J. Al Cannon, Jr.  
Sheriff

SC0100000	TIME	CURRENT DATE	DISPATCH NO.	ORIGINAL CASE NO.	TRACT #
DEFENDANT NAME (LAST, FIRST, MIDDLE)	4/26/23				
Brisbane, Pierre	RACE	SEX	DATE OF BIRTH		
33	BLK	M	7/01/89		
AGE	HEIGHT	WEIGHT	HAIR	EYES	SOCIAL SECURITY NUMBER
			XXX	XXX	unk
ADDRESS (NUMBER AND STREET)	CITY	STATE	ZIP CODE	RESIDENT	PHONE NUMBER
17 Magazine St	Charleston	SC	29401		
ALIAS	PLACE OF BIRTH	DRIVERS LICENSE NUMBER, # & STATE			
EMPLOYER OR OCCUPATION	NEXT OF KIN	ADDRESS (CITY AND STATE)		PHONE NUMBER	
TRANSPORTING OFFICERS NAME	NUMBER	ARRESTING OFFICER	NUMBER	AGENCY	
ARRESTEE ARMED	<input type="checkbox"/> YES <input type="checkbox"/> NO		WEAPON TYPE	<input type="checkbox"/> SEMI-AUTO <input type="checkbox"/> FULL-AUTO	
JUVENILE DISPOSITION	<input type="checkbox"/> HANDLED, RELEASED <input type="checkbox"/> REFERRED TO OTHER AUTHORITY		EXAMINED BY HOSPITAL	<input type="checkbox"/> YES <input type="checkbox"/> NO	
CHARGE I.D.	A		B		
ADDITIONAL CASE NO.'S	2022A1010204758		2022A1010204759		
CHARGE	MANUF POSSES OTHER SUB		MANUF DISTRIB ETC		
STATE	SCH 1 UNL WTD - 1st		ICE/CRANK/CRACK COCAINE - 1st		
BOND AMOUNT	20,000		75,000		
WARRANT/TICKET #					
BOND HEARING DATE					
DATE & TIME OF TRIAL/MAGISTRATE					
<p>Defendant, Pierre Brisbane, Failed to report w/ surety and stated that he does not recognize the conditions of the bond. Mr. Brisbane falsified contact information and we would be unable to locate him if he is released on bond. OFF BOND 95,000 surety Around the Clock BONDING.</p>					
# 1338730					
THE UNDERSIGNED HEREBY COMMITTS TO YOUR CUSTODY THE ABOVE INDIVIDUAL AND SWEARS THAT THE INFORMATION CONTAINED IN THIS SUPPLEMENTAL ARREST & BOOKING REPORT IS TRUE AND CORRECT TO THE BEST OF HIS/HER KNOWLEDGE.					
DATE P.P.	TIME P.P.	SIGNATURE		PHOTO ID#	DATE OF PHOTO
4-26-2023	1:34	[Signature]			
SEARCHING OFFICER	SUPERVISOR REVIEW AND SIGN				
[Signature]					
CONDITION AT TIME OF ADMISSION	HOW LONG IN CHAS.	RELIGION	EDUCATION		
EXPLAIN	LOCAL PRIOR ARREST	WANTED ON WARRANT	MISCELLANEOUS		
<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO			
ATTORNEY	PERSON TO CALL IN EMERGENCY	ADDRESS	PHONE NUMBER		
SENTENCE TO DAYS	AND/OR	FINE AMOUNT	COURT	EXPIRATION OF SENTENCE	
HOW INMATE RELEASED:	<input type="checkbox"/> SURETY BOND / COMPANY		<input type="checkbox"/> EXPIRATION OF SENTENCE		DATE
<input type="checkbox"/> BOND <input type="checkbox"/> FINE AMOUNTS	RECEIPT NO.		<input type="checkbox"/> BY CLERK OF COURT <input type="checkbox"/> REL AT		TIME
WHEREAS OF RELEASED TO:					
AGENCY	OFFICER		SUPERVISOR REVIEW AND SIGN		

Exhibit: C

STATE OF SOUTH CAROLINA )  
COUNTY OF Ches )

IN THE COURT OF  
GSC

WARRANT/TICKET/  
INDICTMENT # 2022A1010204758-59

STATE OF SOUTH CAROLINA )

AMOUNT OF BOND 95,000 -

-vs-  
Pierre Brisbane  
DEFENDANT

SSN urn DOB 7/61/89  
DATE BOND POSTED 8/26/22

IN RE:  
Around the Clock  
SURETY

MOTION TO BE RELIEVED  
ON BOND

PLEASE TAKE NOTICE that Around the Clock  
Surety, moves before this Court, such motion to be heard on the date and time indicated below, requesting  
an Order to be Relieved on the bond of the above named defendant.

Surety moves to be relieved on the bond based on the following grounds and facts as stated in the attached  
affidavit (affidavit required):

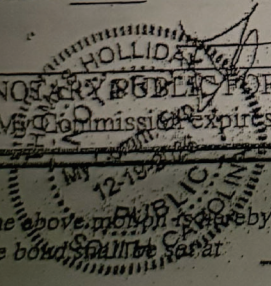
- 1. To prevent defendant from committing an imminent violation of specific terms of the bail bond.
- 2. The defendant has violated any one of the specific terms of the bond.
- 3. Other: (specify) Defendant failed to report w/ Surety and stated that

he does not recognize the conditions of the bond. Me. Brisbane  
would be unable to locate him if released  
on bond.

SWORN TO AND SUBSCRIBED BEFORE ME  
THIS 26th DAY OF April, 2022

[Signature]  
SURETY

NOTARY PUBLIC FOR SOUTH CAROLINA  
My Commission expires: 12/15/26



ORDER OF COURT

The above motion is hereby  GRANTED  DENIED.  
The bond shall be set at \_\_\_\_\_  remain as is.

Defendant to be  committed  released under the above  
charge(s).

NOTICE OF HEARING  
Please take notice that a hearing on  
the above motion is scheduled at the

located at \_\_\_\_\_  
at \_\_\_\_\_ o'clock on \_\_\_\_\_  
If you do not appear, the hearing will be

held in your absence.

Date and  
Location: \_\_\_\_\_ County, South Carolina.

JUDGE \_\_\_\_\_

SCCA/635 (07/2008)  Court Copy  Defendant Copy  Solicitor's Copy  Surety Copy

Exhibit CD

# BAIL BOND AGREEMENT ("Agreement")



# alleghey

CASUALTY COMPANY  
PO Box 5600, Thousand Oaks, CA 91359  
800.935.2245 Info@alasurely.com

Exhibit ~~116~~ 2022A10203492

PRODUCER NAME, ADDRESS, PHONE, EMAIL AND PRODUCER LICENSE NUMBER MUST BE PREPRINTED OR STAMPED HERE:

THIS IS A DOUBLE SIDED DOCUMENT  
READ ALL SIDES CAREFULLY

By to the order  
accept for value Return  
for value  
Beneficiary  
Bernie Brisbane

In consideration of Alleghey Casualty Company ("Surety"), through Surety's duly appointed independent bail producer ("Bail Producer"), (Surety and Bail Producer are sometimes together referred to as "Surety"), issuing, or causing to be issued, a criminal appearance bail bond described as:

Agreement Details

Date	Defendant Name	Total Bond Amount \$
6/27/22	Pierre Brisbane	50,000
Indemnitor Name(s)		Total Premium \$
Desiree Rivera-Smith		5,000
Power Number(s)		
A5100K-55749		

("Bond")

I/we represent and warrant that I/we have read, approve and agree to all of the terms and conditions found on following pages (front and back).

Signalurés

Signed, sealed and delivered this 6/27/22

Defendant Signature	Indemnitor Signature
	<i>Desiree Rivera-Smith</i>
Print Name	Print Name
	<i>Desiree Rivera-Smith</i>
Indemnitor Signature	Indemnitor Signature
Print Name	Print Name
Indemnitor Signature	Indemnitor Signature
Print Name	Print Name

FILED  
2023 MAR -1 PM 4:17  
JULIE J. ARMSTRONG  
CLERK OF COURT

Request - Solicitud de traducción

Si no puede leer ni entender Inglés, favor de marcar este cuadro.  
(If you cannot read or understand English, please check this box.)

Check box and complete the following if translation is required

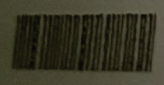
**Translation Certification.** The undersigned translator makes this affidavit and hereby certifies, under penalty of perjury, that he/she read verbatim and translated this entire document, including the reverse side, and all related bond application documents including disclosures, promissory notes, security instruments and trust deeds, to the Indemnitor signing below in his/her primary language.

Translator Print Name	Translator Signature
Translator Full Address	Date

Confirmo por mi colocación de mis iniciales que las dos caras de este acuerdo han sido traducidos completamente a mi satisfacción. (I confirm by my affixing my initials that this contract has been translated to my satisfaction.)

INDEMNITOR Initials \_\_\_\_\_

READ ALL TERMS AND CONDITIONS ON THE FRONT AND BACK OF EACH PAGE



You, the undersigned (referred to herein as "Indemnitor," "Defendant," or together as "you" or "your," as applicable), agree to be bound to the following terms and conditions:

1. The premium for the Bond is fully earned upon the release of Defendant from custody. The premium is not refundable except as stated herein or provided by law. The fact that Defendant may have been improperly arrested, the bail reduced, or the criminal case dismissed shall not obligate the Surety to return the premium, or any portion of it.
  2. Defendant agrees to appear in any Court as required in connection with the Bond at the dates and times stated in the Bond and/or as may be ordered by the Court. Indemnitor will ensure that Defendant appears in Court as so required or as ordered by the Court.
  3. Surety shall have control and jurisdiction over the Defendant during the term for which the Bond is in effect and shall have the right to apprehend, arrest and surrender the Defendant to the proper officials at any time as provided by law and/or this Agreement. If the Defendant is surrendered before a failure to appear in Court, and for a reason other than as stated in paragraph 4, you may be entitled to a refund of the Bond premium if required by applicable law (if any) and as may be stated in the Supplemental Terms and Conditions.
  4. Unless otherwise provided by applicable law (if any), the following events shall constitute a breach of your obligations to the Surety, and the Surety shall have the right to immediately apprehend, arrest and surrender Defendant to custody, and you shall have no right to the refund of premium whatsoever:
    - (a) Defendant departs the jurisdiction of the Court without the prior written consent of the Court and the Surety;
    - (b) Defendant moves from his/her current address without prior written consent of the Surety, or Defendant fails to notify Surety of any changes in address;
    - (c) Defendant commits any act that constitutes reasonable evidence of the intention to cause a forfeiture of the Bond or Defendant's failure to appear in Court as required;
    - (d) Defendant is arrested and incarcerated for any other offense (other than a minor traffic violation);
    - (e) Defendant or an Indemnitor makes any materially false statement in any material submitted to Surety for the Bond, including the Bail Bond Application and Indemnitor Application;
    - (f) The bail for Defendant is increased;
    - (g) Indemnitor requests the surrender to custody of the Defendant; and/or
    - (h) There is a material increase in the risk assumed by the Surety (as determined by the Surety in its sole and absolute discretion), including, by way of example, but not limited to, depreciation or impairment of any collateral pledged as security for the Bond.
  5. In the event that the apprehension and surrender of Defendant to custody is required for any reason, including the failure to appear by Defendant at any required Court proceeding or hearing, Defendant agrees, and as such, acknowledges that such apprehension and surrender involves risk of harm to Defendant and others, and as such, Defendant accepts the risk of such harm that may be caused to Defendant and/or others. Defendant also agrees to defend, indemnify and hold Surety harmless (including all agents and employees thereof) from any injuries, harm, losses, claims, actions, lawsuits, damages, liability, demands, fees and expenses, including attorneys fees and costs, made by any third party against Surety (including all agents and employees thereof) arising out of such apprehension and surrender of Defendant.
  6. You, jointly and severally (together and separately) with any other indemnitor, shall indemnify the Surety and keep the Surety indemnified and hold it harmless from and against any and all claims, lawsuits, damages, losses, liability, demands, actions, judgments, fees, fines, penalties and expenses (including attorneys fees and costs), relating to, or arising out of, Surety's issuance or procurement of the Bond (together, "Liabilities"), including, but not limited to, the following:
    - (a) the principal amount of any forfeiture of, or judgment on, the Bond, plus any related court costs, interest and legal fees incurred;
    - (b) any fugitive recovery fee if there is a forfeiture of the Bond (which fee is typically ten to twenty percent [10-20%] of the amount of the Bond plus any out of pocket expenses);
    - (c) any and all costs incurred to extradite and/or apprehend and return Defendant to custody; and/or
    - (d) if a collection action is required under this Agreement, reasonable and actual attorney's fees plus any and other costs, expenses and/or assessments that may be incurred as a result thereof the forfeiture of the Bond as subject to applicable law (if any).
- The voucher, check or other evidence of any payment made by Surety shall be conclusive evidence of such payment in any action against you as to the propriety of such payment and as to the extent of your liability to Surety for such payment hereunder.
- Further, you will, upon demand, place with Surety the requisite cash funds to meet any Liabilities (including a pending, unpaid judgment or forfeiture demand), whether the demand is made before or after Surety has paid or advanced such funds.
7. Subject to applicable law (if any), any collateral (real or personal, including cash or securities) pledged to or deposited with Surety as security for the obligations under this Agreement ("Collateral") is held for the payment or reimbursement of any and all sums due to Surety for any and all Liabilities sustained, paid or incurred by Surety. You authorize the Surety to hold, apply or sell the Collateral, or any part thereof, in order to pay or reimburse the Surety for any and all sums due to Surety under this Agreement, the Bond and/or to place the Surety in cash funds so as to protect the Surety against the payment of any Liabilities, including any claim, demand, loss, or judgment arising out of the Bond, even if the Surety has not paid any such Liability. Subject to applicable law (if any), the Surety may make any such sale, at its discretion, at public or private sales, and without demand, notice or advertisement of the time and place of said sale, and also with the right to purchase said Collateral at such sale or sales, freed and discharged from any equity or redemption, except as otherwise provided by applicable law.
  8. The Surety shall not be liable for the depreciation of any Collateral or for any interest thereon. In the event of depreciation of the value of Collateral, or any part thereof, or of any Collateral that may be hereafter pledged to or deposited with the Surety, upon request of the Surety, you shall provide the Surety with additional and satisfactory Collateral so that the total value of the Collateral shall equal the value of the Collateral at the time of the initial pledge or deposit. Subject to applicable law (if any), if you fail to deposit such additional Collateral, the Surety shall have the full right, power and authority, without further demand or notice, to sell, assign and deliver the whole or any part of such Collateral, including any substituted or additional Collateral, at public or private sale, at its option, and without demand, notice or advertisement, and also with the right to purchase said Collateral at any such sale, freed and discharged from any equity or redemption as provided by applicable law.
  9. If a Confession of Judgment ("COJ") is taken as security for the Bond, the Surety shall have the right to enter, record and file the COJ at any time, and such COJ shall constitute a lien entitled to a preference against any of your property,

Terms And Conditions

whether or not the Surety is entitled to be indemnified at the time of the entry, recording or filing of such COJ. If such COJ is entered, recorded or filed by the Surety against you, the COJ entered shall be effective and available to the Surety against you.

10. You acknowledge and agree that the Surety may foreclose against the Collateral and/or exercise any of the rights or remedies provided under this Agreement or take any combination of such actions without waiving any other right or remedy. Failure to exercise any rights or remedies of the Surety at any one time shall not constitute a waiver of the right to exercise them at any other time. Any security or Collateral you give may be substituted, subordinated, or released by the Surety without affecting any other rights. The Surety shall not be obligated to enforce its rights against any security, Collateral or indemnitor prior to enforcing its rights against you or any other indemnitor.

11. Subject to applicable law (if any), the Surety will return the Collateral to you when all of the following are satisfied:

- (a) the Surety receives sufficient and competent written legal evidence satisfactory to the Surety (for example, written notice from the Court) of the discharge, release or exoneration of the Surety from all liability under the Bond;
- (b) there are no outstanding Liabilities of any kind arising out of or relating to the Bond or this Agreement;
- (c) there are no other obligations executed by, for or on behalf of the Defendant for which the Surety may deem it advisable to retain such Collateral for its protection; and
- (d) upon the request by Surety, you shall execute and deliver to Surety a legal release of claims upon the return by Surety of the Collateral to you.

If the Surety deems it necessary to make any outlay to protect any Collateral or security in its possession, whether for real or personal property, you authorize the Surety to do so, and you agree to indemnify and reimburse the Surety for any such outlay as in the judgment of the Surety may be necessary to protect the Collateral, including payment of taxes, liens or mortgages and any attorney's fees, costs and service fees for time spent and/or special services rendered.

12. The Surety shall have the right to transfer and/or assign, in whole or in part, its rights and obligations in this Agreement, and/or in the Bond, to the Bail Producer or any other person or entity ("Assignee") without notice to or consent from you. Subject to any limitations imposed upon Assignee by the Surety, Assignee shall have the right to enforce in any suit, foreclosure, action, proceeding or otherwise any of the right of the Surety herein or arising out of any of the transactions contemplated hereby, and you shall not, and expressly waive any right to, assert the claim or defense that Assignee does not have the right to enforce such rights in any such action, proceeding or otherwise.

13. You hereby acknowledge and agree that neither the Surety nor Bail Producer has recommended or suggested any specific attorney or firm of attorneys to represent the Defendant in any capacity.

14. This Agreement may not be terminated or modified orally. Any modification and termination of this Agreement, including any release of liability hereunder, must be in writing and signed by the Surety and you.

15. To the maximum extent permitted by applicable law, you hereby waive any and all rights you may have under federal law (including, but not limited to, Title 28, Privacy Act-Freedom of Information Act and Title 6, Fair Credit Reporting Act) and any local or state law relating to Surety obtaining, and you consent to and authorize Surety to obtain, any and all private or public information and/or records concerning you from any party or agency, private or governmental (local, state or federal), including, but not limited to, credit reports, Social Security Records, criminal records, civil records, driving records, tax records, telephone records, medical records, school records, worker compensation records, and employment records. You further authorize, without reservation, any party or agency, private or governmental (local, state or federal) contacted by Surety to furnish to Surety or Bail Producer, in accordance with applicable law, any and all private and public information and records in their possession concerning you to the Surety and direct that a copy of this document shall serve as evidence of said authorization.

16. You irrevocably grant to Surety and Bail Producer, and their agents and employees, the right to enter your residence, or any other residence or real property you own or occupy, without notice, at any time, for the purpose of locating, arresting, and returning the Defendant to custody, and subject to applicable law, you waive and release any and all causes of action in connection therewith, including without limitation, torts of trespass and false imprisonment.

17. Defendant agrees that Surety may attach a location tracking device on any vehicle owned or driven by Defendant, at any time, without notice, and monitor the location of the vehicle through any available technology. Defendant further agrees that Surety may use location technologies to locate and track any wireless device of Defendant at any time during the period of the Bond is in force and any applicable Bond remission period, and the Bond is conditioned upon the full compliance by Defendant with the following terms and conditions:

- (a) Surety, at its discretion, will use network-based location technologies to locate Defendant;
- (b) This is the only notice Defendant will receive for the collection of location information;
- (c) Surety will retain location data only while the Bond is in force and during any applicable Bond remission period;
- (d) Surety may disclose location information as required by Court Order or process;
- (e) Surety, including its agents and representatives, will be the only entities or persons with access to your location information; and
- (f) YOU WILL NOT HAVE THE OPTION TO OPT-OUT OF LOCATION USE OR TRACKING DURING THE PERIOD THE BOND IS IN FORCE AND ANY APPLICABLE BOND REMISSION PERIOD.

Direct all questions regarding this paragraph to the Surety.

18. If Defendant leaves the state in which the Bond was issued, subject to applicable law, Defendant waives any rights to oppose extradition proceedings.

19. In the event any provision herein shall be deemed to exceed any applicable state or federal law, then such provision shall automatically be deemed to have been revised to comply with such law so as to provide Surety with the maximum protection from any Liabilities. The invalidity or unenforceability of any provision herein (or portion thereof) shall in no way effect the validity or enforceability of any other provision (or portion thereof) of this Agreement.

20. This Agreement and all documents that are executed in connection with this Agreement set forth all the terms of the agreement between the Surety and you. All statements, representations, promises, agreements, and affirmations made by the Surety or Bail Producer, or any representative, employee or agent, thereof prior to or contemporaneously with the execution of this Agreement are contained within this document, and unless they are specifically set forth in this Agreement, are of no force or effect whatsoever in determining the rights, obligations and/or liabilities between the Surety and you. You further agree to execute and be bound by any other future documents necessary to carry out and effectuate this Agreement.

Supplemental

1. Collateral security or other indemnity will be returned to the person whose name appears as "Depositor" on the Collateral Receipt upon final termination of liability on the Bond.
2. Except as expressly provided in this Supplement, all terms and conditions of the Agreement remain in full force and effect. In the event of a conflict between the terms and conditions of the Agreement and this Supplement, this Supplement shall control.