

 ORIGINAL

STATE OF SOUTH CAROLINA

In The Court of Appeals

APPEAL FROM CHARLESTON COUNTY

Roger M. Young, Circuit Court Judge

THE STATE,

RESPONDENT,

V.

SERRIA DAWSON,

APPELLANT

RECORD ON APPEAL

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RECEIVED

MAY 04 2012

SC Court of Appeals

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INDEXi

GUILTY PLEA TRANSCRIPT.....1

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1 STATE OF SOUTH CAROLINA
2 COUNTY OF CHARLESTON

COURT OF GENERAL SESSIONS
2010-GS-10-03567

3 STATE OF SOUTH CAROLINA)

4 Plaintiff)

5 V.)

TRANSCRIPT OF RECORD)

6 SERRIA DAWSON,)

7 Defendant.)

8
9 June 2, 2011
10 Charleston, South Carolina

11
12
13 B E F O R E:

14 THE HONORABLE ROGER M. YOUNG, JUDGE
15
16
17

18 A P P E A R A N C E S:

19 Ms. Natasha Chisolm, Assistant Solicitor
20 Representing The State

21 Ms. Mary Ford, Assistant Public Defender
22 Representing The Defendant
23

24 Anne Bouley Meyer, RPR
25 Circuit Court Reporter

1 THE COURT: Are you Serria Dawson?

2 THE DEFENDANT: Yes, sir.

3 THE COURT: Charged with breach of trust between
4 1,000 and 5,000, you can get up to five years in
5 prison.

6 You want to plead guilty to that?

7 THE DEFENDANT: Yes, sir.

8 THE COURT: All right. You have a right to a
9 jury trial. You give up your right to a jury trial
10 when you plead guilty.

11 If you want a trial stop me and we will arrange
12 that for you. The State then has to present enough
13 evidence to convince 12 jurors you are guilty beyond a
14 reasonable doubt. All 12 have to agree you're guilty
15 in order to convict you, and if convicted you have the
16 right to appeal.

17 Do you understand those rights?

18 THE DEFENDANT: Yes, sir.

19 THE COURT: And you want to give up those rights
20 and plead guilty?

21 THE DEFENDANT: Yes, sir.

22 THE COURT: Are you pleading guilty because you
23 are guilty?

24 THE DEFENDANT: Yes, sir.

25 THE COURT: Are you under the influence of drugs

1 or alcohol today?

2 THE DEFENDANT: No, sir.

3 THE COURT: Do you need more time with your
4 lawyer?

5 THE DEFENDANT: No, sir.

6 THE COURT: Are you satisfied with her
7 representation?

8 THE DEFENDANT: Yes, sir.

9 THE COURT: They want me to order you pay back
10 \$1,398 in restitution to walmart, put you on probation,
11 and give you the opportunity to get off probation early
12 if you pay the money back early. Other than
13 that, has anybody promised you anything or threatened
14 you to get you to plead guilty?

15 THE DEFENDANT: No, sir.

16 THE COURT: How old are you?

17 THE DEFENDANT: I'm 25.

18 THE COURT: How far did you get in school?

19 THE DEFENDANT: High school diploma.

20 THE COURT: You work?

21 THE DEFENDANT: Currently laid off.

22 THE COURT: Does she understand what she is
23 doing here today?

24 MS. FORD: Yes, Your Honor.

25 THE COURT: I find the plea is freely,

1 voluntarily, and intelligently made.

2 what would the State like to tell me?

3 MS. CHISOLM: Your Honor, while at her place of
4 employment, which is Walmart at Oakland Plantation in
5 Charleston County, the defendant was observed by loss
6 prevention making false refunds on October 26th, 2009.

7 On November 5th, 2009, Ms. Dawson gave a written
8 confession and confirmed the store's video evidence to
9 her employer, and gave a voluntary verbal confession
10 after being Mirandized to Mount Pleasant Police
11 Department Officer Myers.

12 The defendant admitted using false UPC receipts
13 and facilitating these refunds of merchandise for two
14 to three months, two to three times a week for a sum of
15 \$5,000.

16 The defendant did name an accomplice in these
17 threats for frauds. Walmart is requesting restitution
18 in the amount of \$1,698, 300 of which she has already
19 paid, to her attorney anyway.

20 She has no prior record. And just for the
21 court's information, she was offered pretrial
22 intervention if she paid some restitution, and that was
23 not done. She was offered transfer court if she paid
24 restitution and that was not done. So the State is
25 offering now at this point probation to be terminated

1 upon the payment of the restitution.

2 THE COURT: What would you like to say?

3 MS. FORD: Thank you, Your Honor, may it please
4 the Court.

5 Your Honor, this is the case that we talked
6 about yesterday.

7 THE COURT: I see she is eligible for a YOA
8 sentence, which is what I'm going to give her.

9 MS. FORD: That's what we are going to ask for.
10 Just for the record, you know, because she has no
11 record I just feel like we needed to ask that she be
12 sentenced under the new law based on what my memo said.

13 I don't believe -- there is a savings clause,
14 but I don't think it clearly saves every single part of
15 the whole act. There are many different parts of the
16 act with different start dates and everything. And I
17 don't believe the language is clear as stated.

18 THE COURT: Okay. Well I'm going to give her a
19 youthful offender act sentence suspended upon five
20 years of probation, and order that you pay back the
21 restitution as stated earlier. And you can get off
22 probation early if you pay the money back early.

23 MS. FORD: Thank you, Your Honor.

24 And for the record you're denying?

25 THE COURT: I'm denying your motion.

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MS. FORD: Thank you, Your Honor.

(whereupon, the proceedings in this matter
before the Court were adjourned.)

* * * * *

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C E R T I F I C A T E

I, the undersigned, ANNE BOULEY MEYER, Official Court Reporter for the Ninth Judicial Circuit of the State of South Carolina, do hereby certify that the foregoing is a true, accurate, and complete transcript of record, and of all the proceedings had and evidence introduced in the above captioned case, relative to appeal, in the Circuit Court for South Carolina, on the indicated date.

I do further certify that I am neither of kin, counsel, nor interest to any party hereto.

----- *Anne Bouley Meyer* -----

Anne Bouley Meyer, RPR
Circuit Court Reporter

STATE OF SOUTH CAROLINA)	IN THE COURT OF GENERAL SESSIONS
COUNTY OF CHARLESTON)	FOR THE NINTH JUDICIAL CIRCUIT
State of South Carolina,)	Warrant No.: 1111652
)	
-vs-)	MEMORANDUM IN SUPPORT OF
)	DEFENDANT'S MOTION TO BE SENTENCED
Serria Dawson,)	PURSUANT TO THE OMNIBUS CRIME
)	REDUCTION AND SENTENCING REFORM
Defendant.)	ACT OF 2010
_____)	

Facts of Case

Defendant Serria Dawson is accused of taking from her employer, Wal-Mart, \$1,171.55 from the dates of October 9, 2009 to October 29, 2009.¹ She was arrested for Breach of Trust on January 22, 2010. On June 2, 2010, the Breach of Trust law penalties changed in South Carolina under the "Omnibus Crime Reduction and Sentencing Reform Act of 2010" ("the Act"). While the law's elements remained the same, the possible sentences were mitigated under certain circumstances: For example, the amount of money at issue necessary for a possible 5-year sentence changed from over \$1000 to over \$2000. When Defendant was charged in January 2010, the amount of \$1,171.55 required a possible sentence of 5 years of incarceration. However, currently the penalty for that amount of money at issue is a maximum of 30 days of incarceration. S.C. Code Ann §16-13-230 (2010).

¹ The amount of \$1171.55 is the amount listed in Defendant's arrest warrant. To the Defendant's knowledge, the State is currently seeking \$1698.28 in restitution. This amount would not affect Defendant's motion since this amount is still under \$2000.

Issue

The issue before the court today is whether or not the Omnibus Crime Reduction and Sentencing Reform Act of 2010 allows for defendants with pending charges to receive the benefit of a mitigated penalty provided for by the Act.

Legal Analysis

The South Carolina General Assembly passed the Act on June 1, 2010. Most of the Act's law went into effect upon the Governor's approval, which was given on June 2, 2010. The Assembly included its purpose in passing the Act in Section 1:

This bill may be cited as the "Omnibus Crime Reduction and Sentencing Reform Act of 2010". It is the intent of the General Assembly to preserve public safety, reduce crime, and use correctional resources most effectively. Currently, the South Carolina correctional system incarcerates people whose time in prison does not result in improved behavior and who often return to South Carolina communities and commit new crimes, or are returned to prison for violations of supervision requirements. It is, therefore, the purpose of this act to reduce recidivism, provide fair and effective sentencing options, employ evidence-based practices for smarter use of correctional funding, and improve public safety.

Whenever legislatures change laws, they sometimes have to use the tool of a savings clause: "The continued prosecution [of a defendant] necessarily depend[s] upon the continued life of the statute which the prosecution seeks to apply. In case a statute is repealed or rendered inoperative, no further proceedings can be had to enforce it in pending prosecutions unless competent authority has kept the statute alive for that purpose." *United States v. Chambers*, 291 U.S. 217, 223 (1934).

The South Carolina General Assembly decided to use the savings clause tool when it passed the Act. This clause can be found in Section 65:

The repeal or amendment by the provisions of this act or any law, whether temporary or permanent or civil or criminal, does not affect pending actions, rights, duties, or liabilities founded thereon, or alter, discharge, release, or extinguish any penalty, forfeiture, or liability incurred under the repealed or amended law, unless the repealed or amended provision shall so expressly provide. After the effective date of this act, all laws repealed or amended by this act must be taken and treated as remaining in full force and effect for the purpose

of sustaining any pending or vested right, civil action, special proceeding, criminal prosecution, or appeal existing as of the effective date of this act, and for the enforcement of rights, duties, penalties, forfeitures, and liabilities as they stood under the repealed or amended laws.

In addition to the savings clause, the Assembly specifically addressed the times at which different parts of the Act would go into effect in Section 66:

The provisions of Section 15 for implementation of a driver's license reinstatement payment plan and the provisions of Section 18 for implementation of route restricted licenses shall become effective January 1, 2011, or six months after the signature of the Governor, whichever event occurs later in time. The remaining provisions of Part I become effective upon signature of the Governor. The provisions of Part II take effect on January 1, 2011, for offenses occurring on or after that date. Regulations required pursuant to this act shall be submitted to the General Assembly no later than January 11, 2011, or six months after enactment, whichever event occurs later in time. All other provisions become effective upon signature of the Governor. Cases and appeals arising or pending under the law as it existed prior to the effective date of this act are saved.

Under the Act, the Assembly changed many laws. Some were added and some were vacated and some were amended. While the Act includes a savings clause that applies to any repealed or amended law, it is not as clear as the State would likely argue with respect to an amendment that only substitutes one penalty for another since such amendment is not a substantive change. In addition, ambiguity exists due to the Act's language and the Assembly's clear intent to save money with respect to the criminal justice system.

I. While the General Assembly wisely included a savings clause, that clause does not necessarily apply to the Act in its entirety, considering traditional legal theories and the Act's actual language used.

A. The Act's savings clause does not apply to sentencing amendments because such changes are not substantive in nature and therefore do not impair prosecution.

The Act does not include a total overhaul of South Carolina's criminal laws. Instead, many of the changes merely affect penalties. This is an important distinction with respect to the savings clause's application because this clause can be interpreted to apply only to substantive changes since prosecution is not impaired. The savings clause says that repealed and amended laws are to remain "*for the purpose of sustaining any pending or vested right, civil action, special*

proceeding, criminal prosecution, or appeal existing as of the effective date of this act, and for the enforcement of rights, duties, penalties, forfeitures, and liabilities as they stood under the repealed or amended laws” (Act, Section 65) (emphasis added). The Assembly chose to use the language, “for the purpose of sustaining.”

A change in penalties does not make a law inoperable and does not impair prosecution. *See State v. Gilliam*, 37 S.E.2d 299, (S.C. 1946). A savings clause is not even necessary to sustain some law changes. “[I]n a situation . . . where the later statute does not abolish the offense, but merely provides a different method of procedure for its prosecution, or prescribes a different punishment, the later statute is properly regarded as only a substitute for the earlier one . . . and in such cases no saving clause is necessary.” *Id.* At 301-02. The South Carolina Supreme Court “has frequently held that a statutory change in the punishment for a crime does not have the effect of impairing a prosecution pending at the time of the enactment of the statutory change, except to the extent of the punishment to be imposed.” *State v. Spencer*, 181 S.E. 217, 222 (S.C. 1935).

Under traditional legal theories, criminal defendants are generally to be given the benefit of mitigation in penalty of a law amended prior to their conviction. *See, e.g., State v. Varner*, 423 S.E.2d 133, 134 (S.C. 1992) (“[A] criminal defendant receives the benefit of punishment mitigated by legislative amendment . . . when the amendment becomes effective before sentence is pronounced.”); *State v. Mansel*, 30 S.E. 481, 481 (S.C. 1898) (“[W]here a person commits any offense under a statute which is repealed by a subsequent statute before sentence is pronounced upon him . . . [and] the punishment in the second act is less than is prescribed in the first act, the party convicted can be punished only to the extent prescribed in the second act.”); *see generally Hair v. State*, 406 S.E.2d 332, 334 (S.C. 1991) (“[W]hen a statute is penal in nature, it is construed strictly against the State and in favor of the defendant.”). Especially since a reduction in penalty is not a substantive change, criminal defendants should be given such benefit where not very clearly prohibited by law.

B. The Act’s language is ambiguous and therefore should be interpreted to the benefit of defendants.

The language of the savings clause is not necessarily clear if analyzed closely. The clause uses the language of “penalty, forfeiture, or liability incurred under the repealed or amended law.” (Act, Section 65) The use of the word “incurred” possibly suggests that the savings clause, with respect to “penalty, forfeiture, or liability,” is referring to final adjudications and sentences already imposed. *See id.* The words “alter, discharge, release, or extinguish” with respect to penalties also seem to make more sense with respect to sentences already imposed. *See id.* This is also true with the language “enforcement of ... penalties ... as they stood under the repealed or amended laws.” *See id.* The savings clause does not seem to have language looking to the future, to cases still to be adjudicated and sentences still to be given.

Also, the Legislature expressly included language referring to Part II not mentioned in reference to Part I. Section 66 of the Act states that, “The . . . provisions of Part I become effective upon signature of the Governor. The provisions of Part II take effect on January 1, 2011, for offenses occurring on or after that date....” For provisions of Part II, the Assembly made it clear that they only apply to offenses “occurring on or after that date.” Since such language is not used with respect to Part I, the part amending the penalties of laws, even more ambiguity exists within the savings clause.

Although the savings clause applies to repealed laws, it should only apply to amended laws that are substantively altered, considering the language used and not used in the Act. The law promoted in *Spencer* should be dispositive: A mitigated punishment does not impair a prosecution. And where a prosecution is unimpaired, there is nothing to sustain within the meaning of the savings clause.

II. Defendants with pending cases should be given the benefit of sentencing changes due to this being the reasonable interpretation of the General Assembly’s intent in passing the Act.

Even if the present court finds the savings clause’s language seems to apply to the penalties of pending cases, the Legislature’s intent is a significant factor to consider when interpreting the language of a law as well. “However plain the ordinary meaning of the words used in a statute may be, the courts will reject that meaning when to accept it would lead to a result so plainly absurd that it could not possibly have been intended by the Legislature, or would

defeat the plain legislative intention; and if possible will construe the statute so as to escape the absurdity and carry the intention into effect.” *State v. Gilliam*, 37 S.E.2d 299, 301 (S.C. 1946). It is “[t]he cardinal rule, that the courts should in all cases give effect to the obvious intent of the Legislature, and that every technical rule of construction should yield to the clear meaning of the statute.” *Id.*

The General Assembly passed the Act at least in part as an effort to save money. In Section 1, the General Assembly notes, “It is, therefore, the purpose of this act to reduce recidivism, provide fair and effective sentencing options, employ evidence-based practices for smarter use of correctional funding, and improve public safety.” In Section 2, the Assembly notes, “It is the intent of the General Assembly that the provisions in PART I of this act shall provide consistency in sentencing classifications, provide proportional punishments for the offenses committed, and reduce the risk of recidivism.” Also, the Assembly devoted a whole section of the Act, Part III, to analyzing the monetary impact of the law changes. Part III requires for Office of State Budget to provide fiscal impact statements when requested.

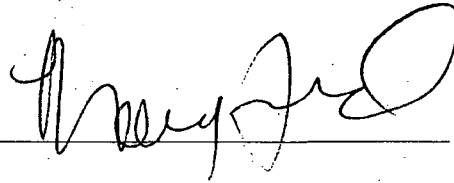
Before passing the Act, the Assembly had formed a commission to review the criminal system from various aspects, including its costs to the State. In February 2010, this commission issued a report, the South Carolina Sentencing Reform Commission Report to the General Assembly (the “Report”). The Report discussed such issues as prison growth in South Carolina. It states that “*largely based on sentencing policies*, the number of offenders entering prison for non-violent offenses, mostly drug and property crimes, has increased significantly. Forty-nine percent of South Carolina’s prison population is being held for non-violent offenses.” (Report, p. 5) (emphasis added) In the Report, the commission found that using prison beds to “accommodate low-risk, non-violent offenders” is not “the smartest use of taxpayers’ money to protect public safety.” (Report, p. 11)

The Assembly clearly is hoping to save money, when possible. It is reasonable to find that the Assembly wanted this benefit as soon as possible, especially considering the current economic environment. Therefore, it is reasonable to find that it was the Assembly’s intent for mitigated penalties to go into effect immediately upon the Governor’s approval, which was on June 2, 2010.

Conclusion

While the savings clause contained in the Act preserves prosecutions of repealed laws that were pending as of the Act's effective date, the law is not wholly prospective. The savings clause can be interpreted as being limited to the provisions of Part II and the repealed and amending provisions of Part I that substantively alter an amend a statute. Since courts have held that a mitigated sentence is not a substantive change to a law and does not impair prosecution, the default rule that defendants are to be given the benefit of a change in sentencing should apply, and therefore they should be sentenced under the law existing at the time of sentencing. In particular, since defendant Serria Dawson has not been sentenced yet, she should be sentenced under the law existing at the time of her conviction, which would make the new law under the Act apply to her case. Since the amount of money involved is under \$2000, her sentence should not be able to exceed 30 days incarceration.

Respectfully submitted,



Mary A. Ford

101 Meeting Street, Fifth Floor

Charleston, SC 29401

(843) 958-1850

ATTORNEY FOR SERRIA DAWSON

Charleston, South Carolina

~~March 31, 2011~~

June 1, 2011

NCM20100100457

WITNESSES

ADAM WILLIS

Mt. Pleasant Police Department

AGENCY CASE NUMBER

2009P14513

ARREST WARRANT NUMBER

1111652

DATE OF ARREST

January 22, 2010

ACTION OF GRAND JURY

TRUE BILL

Foreperson of Grand Jury

JUN 08 2010

Date:

VERDICT

Foreperson of Petit Jury

Date:

INDICT.DOT

DOCKET NO. 2010GS1003567

The State of South Carolina

County of Charleston

COURT OF GENERAL SESSIONS

June Term 2010

THE STATE

vs.

SIERRA DAWSON

DOB: 1985-10-14

B/F

10-374(1)

Indictment for

Breach Of Trust (Greater Than \$1,000 And Less Than \$5,000)

FILED

7/1/2010 3:21:08 PM

JULIE J. ARMSTRONG

CLERK OF COURT

STATE OF SOUTH CAROLINA)
 COUNTY OF Charleston)
 STATE Sierra VS.)
SIERRA DAWSON)
 AKA: _____)
 Race: BLACK Sex: F Age: 25)
 DOB: 10-14-1985 SS#: _____)
 Address: _____)
 City, State, Zip: MT PLEASANT, SC 294660000)
 DL#: _____ SID#: _____)

INDICTMENT/CASE#: 2010GS1003567
 A/W#: 1111652
 Date of Offense: 11/5/2009
 S.C. Code §: 16-13-0260 (2)
 CDR Code #: 0532

SENTENCE SHEET

*CDL Yes No CMV Yes No Hazmat Yes No
 In disposition of the said indictment comes now the Defendant who was CONVICTED OF or PLEADS
 TO: Breach / Breach of trust, obtaining property under false tokens, value more than \$1,000, but less than \$5,000

in violation of § 16-13-0260 (2) of the S.C. Code of Laws, bearing CDR Code # 0532
 NON-VIOLENT VIOLENT SERIOUS MOST SERIOUS Mandatory GPS(CSC §17-25-45
 w/minor 1st or Lewd Act)

The charge is: As Indicted, Lesser Included Offense, Defendant Waives Presentment to Grand Jury. (defendant's initials)
 The plea is: Without Negotiations or Recommendation, Negotiated Sentence, Recommendation by the State.

ATTEST: Christina Natasha 78426 SC Bar# Sierra Dawson Defendant Mary Ann Attorney for Defendant 13771 SC Bar#

WHEREFORE, the Defendant is committed to the State Department of Corrections, County Detention Center,
 for a determinate term of _____ days/months/years or under the Youthful Offender Act not to exceed 6 years
 and/or to pay a fine of \$ _____; provided that upon the service of _____ days/months/years and/or payment
 of \$ _____; plus costs and assessments as applicable*; the balance is suspended with probation for 5

6 months and subject to South Carolina Department of Probation, Parole and Pardon Services standard conditions of
 probation, which are incorporated by reference.
 CONCURRENT or CONSECUTIVE to sentence on:
 The Defendant is to be given credit for time served pursuant to S.C. Code § 24-13-40 to be calculated and applied
 by the State Department of Corrections.
 The Defendant is to be placed on the Central Registry of Child Abuse and Neglect pursuant to S.C. Code § 17-25-135.

Pursuant to 18 U.S.C Section 922, it is unlawful for a person convicted of a violation of Section 16-25-20 or 16-25-65 (Criminal
 Domestic Violence) to ship, transport, possess, or receive a firearm or ammunition.

SPECIAL CONDITIONS:

RESTITUTION: Deferred Def. Waives Hearing Ordered PTUP
 Total: \$ _____ plus 20% fee: \$ _____ days/hours Public Service Employment

Payment Terms: _____
 Set by SCDPPPS [Signature]
 Recipient: _____

*Fine:	\$	
§ 14-1-206 (Assessments 107.5 %)	\$	
§ 14-1-211(A)(1) (Conv. Surcharge)	\$100	\$ 100.00
§ 14-1-211(A)(2) (DUI Surcharge)	\$100	\$
§ 56-5-2995 (DUI Assessment)	\$12	\$
§ 56-1-286 (DUI Breath Test)	\$25	\$
Proviso 47.9 (Public Def/Prob)	\$500	\$ 500.00
§ 14-1-212 (Law Enforce. Funding)	\$25	\$ 25.00
§ 14-1-213 (Drug Court Surcharge)	\$150	\$
§ 50-21-114(BUI Breath Test Fee)	\$50	\$
§ 56-5-2942(J) (Vehicle Assessment)	\$40/ea	\$
Proviso 90.5 (SCCJA Surcharge)	\$5	\$ 5.00
3% to County (if paid in installments)		\$ 18.90
TOTAL		\$ 1248.90

Obtain GED
 Attend Voc. Rehab. or Job Corp. _____
 May serve W/E beginning _____
 Substance Abuse Counseling
 Random Drug/Alcohol testing
 Fine may be pd. in equal, consecutive weekly/monthly
 pmts. of \$ _____ beginning _____
 \$ _____ paid to Public Defender Fund
 Other: _____

Appointed PD or appointed other counsel,
 § 47.12 requires \$500 be paid to Clerk
 during probation.

Clerk of Court/ Deputy Clerk Whitney Hopkins
 Court Reporter: Anne Meyer
 SCCA/217 (03/2011)

Presiding Judge _____
 Judge Code: 2139
 Sentence Date: 6/5/11

ARREST WARRANT

I-111652

STATE OF SOUTH CAROLINA

County/ Municipality of

Town of Mount Pleasant

09-P-14513 THE STATE against

Sierra Dawson

Address: Mt Pleasant, SC 29466-

Sex: F Race: B Height: 5 4 Weight: 175

DOB: 10/14/1985 Agency ORI #: SC0100300

Prosecuting Agency: Mount Pleasant Police Department

Prosecuting Officer: Adam Willis

Offense: Breach of Trust Over \$1,000

Offense Code: 16-13-0230(B)(2)

Code/Ordinance Sec: 16-13-0230(B)(2)

This warrant is CERTIFIED FOR SERVICE in the County/ Municipality of

The accused to be arrested and brought before me to be dealt with according to the law.

(L.S.)

Signature of Judge

Date:

RETURN

A copy of this arrest warrant was delivered to defendant

Signature of Constable/Law Enforcement Officer

RETURN WARRANT TO:

Mt. Pleasant Municipal Court 100 Ann Edwards Lane P. O. Box 457 Mt. Pleasant, SC 29464

STATE OF SOUTH CAROLINA

County/ Municipality of

Town of Mount Pleasant

Personally appeared before me the affiant Adam Willis who being duly sworn deposes and says that defendant Sierra Dawson did within this county and state on 10/09/2009 and 10/29/2009 violate the criminal laws of the State of South Carolina (or ordinance of County/ Municipality of Town of Mount Pleasant) in the following particulars:

DESCRIPTION OF OFFENSE: Breach of Trust Over \$1,000

I further state that there is probable cause to believe that the defendant named above did commit the crime set forth and that probable cause is based on the following facts:

SEE ATTACHED AFFIDAVIT

Signature of Affiant

STATE OF SOUTH CAROLINA

County/ Municipality of

Town of Mount Pleasant

Affiant's Address 100 Ann Edwards Lane Mount Pleasant, SC 29464-

Affiant's Telephone

ARREST WARRANT

TO ANY LAW ENFORCEMENT OFFICER OF THIS STATE OR MUNICIPALITY OR ANY CONSTABLE OF THIS COUNTY:

It appearing from the above affidavit that there are reasonable grounds to believe that

on 10/09/2009 defendant Sierra Dawson

did violate the criminal laws of the State of South Carolina (or ordinance of County/ Municipality of Town of Mount Pleasant) as set forth below:

DESCRIPTION OF OFFENSE: Breach of Trust Over \$1,000

Having found probable cause and the above affiant having sworn before me, you are empowered and directed to arrest the said defendant and bring him or her before me forthwith to be dealt with according to law. A copy of this Arrest Warrant shall be delivered to the defendant at the time of its execution, or as soon thereafter as is practicable

Sworn to and subscribed before me

on 01/14/2010

Signature of Issuing Judge (L.S.)

Judge Code: 009

Judge's Address 100 Ann Edwards Lane Mt Pleasant, SC 29464-

Judge's Telephone

Issuing Court: Magistrate Municipal Circuit

Form Approved by S.C. Attorney General April 21, 2003 SCCA 518

ORIGINAL

STATE OF SOUTH CAROLINA

OCA # 2009-P-14513

COUNTY OF CHARLESTON

AFFIDAVIT

Personally appeared before me, the affiant, Detective M. A. Willis who first being duly sworn,
(affiant)

deposes and says that Sierra Dawson did, within the Town of Mount Pleasant, County
(defendant)

of Charleston, State of South Carolina, between October 9TH, 2009 and October 29th, 2009
violate the criminal laws of the State of South Carolina, namely, Breach of Trust with
Fraudulent Intent > \$ 1000 at the following location, 3000 Proprietors Place, Mount
Pleasant, SC (WalMart) in Violation of Section, 16-13-230 of the South Carolina Code of Laws
of 1976, as amended.

The Affiant states that there is probable cause to believe that the Defendant named above did
commit the crime(s) set forth and that such probable cause is based on the following facts:

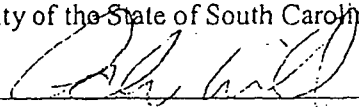
On November 5, 2009 Loss Prevention Officer to Wal-Mart, Jeffrey Yaun, reported to the Mount
Pleasant Police Department that the defendant, Sierra Dawson, who was an employee/supervisor
of the business did fraudulently deprive the business of at least \$1,668.80. That the Defendant,
along with co-defendants, Yolonda Whitaker, and Otis Dawson, retrieved items not yet
purchased from the store and returned them to receive a cash refund for the unpurchased items.
That the Defendant did accept a total of \$1,171.55 from fraudulently refunding the unpurchased
stock.

That on November 5, 2009 the Defendant provided a post-Miranda written statement admitting
to taking approximately \$5,000 fraudulently from the business.

That the Defendant was entrusted with the ability to refund merchandise and she used her
position to fraudulently deprive the store of money.

In that all of the above is believed to be true based on the investigation of Loss Prevention
Officer, Jeffrey Yaun, of Wal-Mart and Detective M. A. Willis of the Mount Pleasant Police
Department.

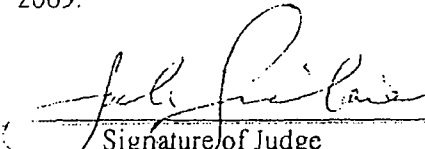
All of the above is against the law, peace, and dignity of the State of South Carolina



AFFIANT

Sworn to and Subscribed before me
This 14th day of January
2009.

100 Ann Edwards Lane
Mount Pleasant, SC 29464
(843) 884-4176



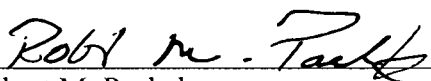
Signature of Judge

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CERTIFICATE OF COUNSEL FOR APPELLANT

Counsel for appellant certifies that this Record on Appeal contains all material proposed to be included by any of the parties and not any other material and that this Record on Appeal complies to the best of my ability, with the August 13, 2007, order from the South Carolina Supreme Court entitled "Interim Guidance Regarding Personal Data Identifiers and Other Sensitive Information in Appellate Court Filings."

May 4th, 2012



Robert M. Pachak
Appellate Defender

South Carolina Commission on Indigent Defense
Division of Appellate Defense
PO Box 11589
Columbia, S. C. 29211-1589
(803) 734-1330

ATTORNEY FOR APPELLANT

ORIGINAL

STATE OF SOUTH CAROLINA

IN THE COURT OF APPEALS

Appeal from Charleston County

Roger M. Young, Circuit Court Judge

THE STATE,

RESPONDENT,

V.

SERRIA DAWSON,

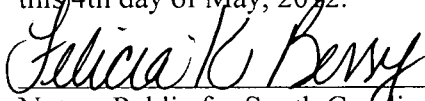
APPELLANT

CERTIFICATE OF SERVICE

I certify that a true copy of the Record on Appeal in the above referenced case has been served upon Mark R. Farthing, Esquire, at Rembert Dennis Building, 1000 Assembly Street, Room 519, Columbia, SC 29201 this 4th day of May, 2012.


Emily Bryson
Administrative Specialist

SUBSCRIBED AND SWORN TO before me
this 4th day of May, 2012.

 (L.S.)
Notary Public for South Carolina

My Commission Expires: June 21, 2020 .

RECEIVED
MAY 04 2012
SC Court of Appeals