

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM YORK COUNTY
Court of General Sessions

Honorable R. Keith Kelly, Circuit Court Judge

Appellate Case No.: 2025-000380

Case No.: 2021-GS-46-06555, -06555a


The State, Respondent

VS.

Rayquan Jamal Steele, Appellant

MOTION TO BE RELIEVED

The Undersigned Attorneys hereby move to be relieved as Appellant Counsel of Record in the Above Captioned Action. Attorneys filed the Notice of Intent to Appeal and related documents pursuant to their obligation to preserve the rights of the Appellant. At no time was it contemplated that the undersigned would be proceeding further with any appellate representation. The fee agreements executed on behalf of the Appellant explicitly indicated that representation terminated at the conclusion of the trial court level and did not include appellate work. (See Attachments) The Appellant has not retained the undersigned for such work and has indicated other Counsel will be retained to take all other action other than the filing of the Notice of Appeal.


Geoffrey M. Dunn
Attorney for Appellant

Rock Hill, South Carolina
April 3, 2025

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SC Court of Appeals

APPEAL FROM YORK COUNTY
Court of General Sessions
R. Keith Kelly, Circuit Court Judge

Case Nos.: 2021-GS-46-06555, -06555a

The State,

Respondent,

v.

Rayquan Jamal Steele,

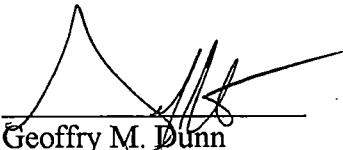
Appellant.

PROOF OF SERVICE

I certify that I have served the Notice of Appeal on the following attorneys by depositing a copy of it in the United State Mail, postage prepaid, on February 24, 2025, addressed:

Chris Epting
Sixteenth Circuit Solicitor's Office
1675 York Hwy
York, SC 29745

Robert M. Dudek
Chief Appellate Attorney
South Carolina Commission on Indigent Defense
Division of Appellate Defense
Post Office Box 11589
Columbia, SC 29211



Geoffrey M. Dunn
Attorney for Appellant

- c. An addition fee will be negotiated if the case is appealed.
- d. \$5,000 will be paid before any work is performed.
- e. The balance of the retainer will be paid in ²⁰~~12~~ monthly installments of \$500, until the balance is paid in full. The first installment is due November 1, 2021. The balance is due in full by April 1, 2022.

SECTION 3: EXPENSES:

The Client authorizes Attorney to incur all necessary expenses in connection with this legal matter, including but not limited to, court costs, expenses for filing and serving legal documents including subpoenas, messenger expenses, long distance telephone calls, copying and obtaining copies of materials, certification of documents, transcripts, expert or forensic witnesses, travel expenses, and other out of pocket expenses that may occur. Client further authorizes Attorney to obtain independent medical evaluations if needed. Client agrees to pay for such expenses and agrees to promptly reimburse Attorney in the event Attorney advances such expenses.

SECTION 4: EXCHANGE OF INFORMATION

Attorney agrees to inform Client from time to time as to the status of all matters handled by Attorney under and pursuant to this agreement. Attorney agrees to make available to Client for reading in Attorney's office during office hours all written materials prepared, sent or received by Attorney pertaining to the legal matter. Copies of such materials will be provided to the Client, on Client's request, and at Client's expense. In the event certain evidence is encumbered by an Order of Protection, the Attorney will make Client aware. Clients agrees and understands that a court may prohibit the dissemination of certain information. Client agrees to provide Attorney with all information known by or available to Client that may assist Attorney in handling the legal matter.

SECTION 5: CONFLICT OF INTEREST

Attorney agrees not to accept any employment that directly conflicts with the interest of the Client in connection with the legal matter. The Client understands this conflict of interest may be waived, in writing, by the Client

SECTION 6: CLIENT'S DUTIES

Client understands and agrees he/she will fully cooperate with the Attorney in every stage of the criminal matter. Client agrees to provide any and all papers, documentation, or other information that the Attorney requests in investigating this matter. Client further agrees to be present at all trials, hearings, or other legal proceedings as directed by the Attorney.

This includes, but is not limited to First Appearance, Second Appearance, Bond Returnable, and other roll call dates. Client understands and agrees the Attorney may ask the court to be relieved as counsel in the event the Client fails to appear at trial, hearings, or other legal proceedings. The Client agrees not to communicate with the court or administrative tribunal, with other parties to the case, or with the news media without the Attorney's consent.

SECTION 7: TERMINATION OF EMPLOYMENT

The relationship established by this agreement may be terminated as follows:

- a. The Client violates any of the duties or obligations contained in this agreement;
- b. The Client indicates an intention to give false testimony or act in a manner the Attorney considers a crime of moral turpitude;
- c. The Client directs the Attorney to file any paper or insists on advancing any claim or defense the Attorney reasonably believes is/are contrary to the Rules of Evidence, Rules of Criminal Procedure, or the Rules of Professional Conduct;
- d. **The Client or Guarantor fails to honor the financial obligations set forth in this agreement;**
- e. The Attorney is required or authorized by law to withdraw from the Client's case;
- f. The Client fails to bring his or her bill current within 10 days of being notified by Attorney there is a balance due;
- g. The Client fails to maintain a current address and telephone contact with Attorney. The Client agrees to notify Attorney within 15 days of any change in address, telephone number, or email address. In the event the Client fails to maintain contact with the Attorney, the Attorney may file a Motion to Be Relieved with the appropriate court. The Motion will be mailed to the Client's last known address. **In addition, the Client understands that if the State or the court require the Attorney to produce the Client's attendance at court and the Attorney cannot locate him or her, the court may issue a bench warrant for the Client's arrest.**

SECTION 8: LIMITATION ON SCOPE OF WORK

The scope of the Attorney's employment by Client does not extend or apply to any proceedings or procedure other than that described in §1. **It is fully understood the Attorney does not make any guarantees concerning the outcome of this matter.**

BK

SECTION 9: FEE DISPUTES

By signing this agreement, the Client and the Attorney signify they have read and understood its terms and they agree to be bound by them. Client further agrees any fee disputes concerning this Agreement will be submitted by the Client to the South Carolina Bar Association Resolution of Fee Disputes Board to be resolved.

SECTION 10: RECORDS

The Client agrees that all records regarding the case may be destroyed six (6) years after the conclusion of the case without any further notice given to the Client by the Attorney.

SECTION 11: DURATION OF EMPLOYMENT

The Attorney's representation of the Client for the charge(s) listed in §1 will be completed upon the occurrence of the one of the following, whichever occurs first:

- a. Dismissal of charges; or
- b. A plea; or
- c. The first jury verdict.

SECTION 12: GUARANTOR

The Guarantor understands and agrees that the Attorney's represent the Client and not the Guarantor. Any decisions which are to be made, will be made by the Client and not the Guarantor. The Attorney does not have attorney-client privilege with the Guarantor. The attorney will only discuss the case with the Guarantor with the express permission of the Client. If the Client forbids the Attorneys from discussing his/her case with the Guarantor the Attorneys must honor the Client's instructions.

The Client affirms he or she first approached Attorney in reference to this matter and that he or she has not retained any other Attorney in this matter.

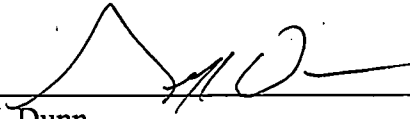
BK

IN WITNESS WHEREOF, each party to this agreement has caused it to be executed at
Rock Hill, South Carolina on the date indicated below.

In witness whereof:

Client

Bridgett Kennedy
Guarantor


Geoffry M. Dunn

Date

6 Oct 2021

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Case Nos.: 2021-GS-46-06555, -06555a

The State,

Respondent,

v.

Rayquan Jamal Steele,

Appellant.

PROOF OF SERVICE

I certify that I have filed the Notice of Appeal with the York County Clerk of Court by depositing a copy of it in the United State Mail, postage prepaid, on February 24, 2025, addressed:

The Honorable Angie Bryant
York County Clerk of Court
1675 York Hwy
York, SC 29745

Geoffry M. Dunn
Attorney for Appellant



Law Offices of
GEOFFRY M. DUNN, LLC

Geoffry M. Dunn
gdunn@geoffrydunnlaw.com

April 3, 2025

The Honorable Jenny Abbott Kitchings
Clerk of Court
South Carolina Court of Appeals
Post Office Box 11629
Columbia, SC 29211

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RE: The State vs. Rayquan Jamal Steele
Case No.: 2021-GS-46-06555, -06555a

Dear Ms. Abbott Kitchings:

Enclosed please find the Motion to Be Relieved for the above captioned case that I am filing on behalf of Rayquan Steele.

I am enclosing a self-addressed stamp envelope so the clocked copies may be returned to me.

Sincerely,

Geoff Dunn
Enclosures

CC: Rayquan Steele
Robert Dudek

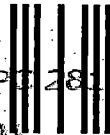
Physical Address: 142 Oakland Avenue, Suite C, , Rock Hill, SC 29730
Mailing Address: Post Office Box 1029, Rock Hill, SC 29731
(803) 327-3866 (t) (803) 327-3869 (f)
www.geoffrydunnlaw.com

Representing Clients for Criminal Charges, Traffic Tickets,
Social Security Disability and Long-Term Disability Denials

Law Office of Geoffry M. Dunn, LLC
PO Box 1029
Rock Hill SC 29731

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THE HONORABLE JENNY ABBOTT KITCHINGS
Clerk of Court
SOUTH CAROLINA COURT OF APPEALS
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COLUMBIA SC 29211-1629

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