STATE OF SOUTH CAROLINA

IN THE SUPREME COURT

Certiorari to the Court of Appeals
Appeal from Hampton County
Honorable Robert J. Bonds, Circuit Court Judge
Honorable Michael Nettles, Circuit Court Judge

Opinion No. 2026-UP-010 (S.C. Ct. App. filed January 14, 2026)
Lower Court Case No. 2019-GS-25-00209, -00210, and -00211

THE STATE,

RESPONDENT,

V.

RONALD LEE LYONS,

PETITIONER

APPELLATE CASE NO. 2022-000169

PETITION FOR WRIT OF CERTIORARI TO THE COURT OF APPEALS

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CERTIFICATE OF COUNSEL

Counsel for petitioner certifies that the petition for rehearing was made and finally ruled on by the Court of Appeals on April 13, 2026. App. 61.

QUESTION PRESENTED

Whether the Court of Appeals erred in holding that the trial court did not err in denying Lyons's motion for specific performance of a promise made by SLED agents to not obtain warrants for Petitioner's arrest if he assisted them in other investigations, where the agents were acting within the scope of their authority in making the promise and Petitioner relied on the promise to his detriment?

STATEMENT OF THE CASE

During its March 2021 term, the Hampton County grand jury indicted Petitioner for one count of distribution of fentanyl, one count of trafficking heroin four-to-fourteen grams, and one count of trafficking methamphetamine ten-to-twenty-eight grams. R. 150-155. On November 15, 2021, the state called the cases to trial before the Honorable Robert Bonds and a jury. Petitioner was represented by Stephen T. Plexico; the state was represented by Rachel Janowski.

Prior to the start of trial, the trial court held a hearing on Petitioner's motion for specific performance of a plea deal. R. 1, ll. 2-10. Judge Bonds denied the motion for specific performance, and the case proceeded to trial in Petitioner's absence. R. 128, ll. 14-15. Petitioner was ultimately convicted as indicted, and his sentences were sealed. R. 132, ll. 1-14.

On February 3, 2022, Petitioner was brought before the Honorable Michael Nettles to have his sentences unsealed. R. 136. Petitioner was sentenced to three concurrent terms of fifteen (15) years' imprisonment. R. 139-140; 156-161. Counsel Plexico motioned for the court to reduce Petitioner's sentence to the mandatory minimum sentence of seven years on each indictment which was denied. R. 140-147.

Petitioner timely noticed intent to appeal. Final briefing was completed in October of 2023. App. 1-35. The case was submitted on the record on appeal and final briefs during the November 2025 term without oral argument. The Court of Appeals issued its opinion on January 14, 2026. App. 36-38. A petition for rehearing was filed on February 3, 2026. App. 39-47. The state made its return on March 23, 2026. App. 48-60. The petition for rehearing was denied by order dated April 13, 2026. App. 61.

This petition for writ of certiorari follows.

ARGUMENT

The Court of Appeals erred in holding that the trial court did not err in denying Lyons's motion for specific performance of a promise made by SLED agents to not obtain warrants for Petitioner's arrest if he assisted them in other investigations, where the Agents were acting within the scope of their authority in making the promise.

Standard of review

"In criminal cases, the appellate court sits to review errors of law only." State v. Jacobs, 393 S.C. 584, 586, 713 S.E.2d 621, 622 (2011) (citation omitted). "Appellate courts are bound by fact findings in response to motions preliminary to trial when the findings are supported by the evidence and not clearly wrong or controlled by error of law." State v. Amerson, 311 S.C. 316, 320, 428 S.E.2d 871, 873 (1993).

Relevant facts

Prior to the start of trial, defense counsel moved for specific performance of an agreement that he made with the state where upon working for the SLED as a confidential informant the state would not seek warrants to prosecute him. Petitioner asserted that he had "performed his duties and reasonably expected the State to perform their part of the bargain." R. 1. After jury selection, the trial court held a hearing on the motion. At the hearing, the trial court heard testimony from Petitioner, Courtney Lane, Samantha Gore, Joanne Lyons, Randall Risher, and Jarrett Maffett.

Testimony of Petitioner

On March 14, 2019, Petitioner received a call from an individual he knew as "Hunter" asking to purchase drugs. Petitioner, who had sold narcotics to "Hunter" on prior occasions, told the individual that he knew he was a police officer and to come arrest him. "Hunter" was in fact

undercover SLED Agent Jarrett Maffett. With his cover blown, Maffett, along with SLED Agent Randall Risher and other members of law enforcement, met with Petitioner in the woods behind his mother's home to discuss Petitioner working with SLED as a confidential informant (CI). The agents told Petitioner that they were targeting John Anderson, known as "Big Mike," in the Hampton area. Petitioner stated that he did not buy drugs from Big Mike but would help them bring in the person he did buy from in Florence, Anthony Melton, AKA "Amp." In return, the SLED agents told Petitioner that they would not obtain warrants on him for the prior sales to Maffett and explicitly stated that no warrants had been taken out on him at that point in time. Petitioner subsequently made several buys from Melton on behalf of SLED. R. 2, l. 6 – 7, l. 16.

SLED then requested that Petitioner make buys from an individual in the Hampton area known as "Mondo." Mondo was the boyfriend of a woman named Terri-Lynn who worked with Petitioner's mother. Mondo was out of town, so Petitioner made a buy for SELD from Terri-Lynn instead. Petitioner stated that he also got the pill press being used on video for SLED, as requested. After he completed each buy, the agents would tell him he had done well and that he had made a good buy. R. 9, l. 14 – 11, l. 25.

Petitioner testified that when the SLED agents made the agreement with him on March 14, 2019, they did so in front of his mother, sister, and girlfriend. His mother was hysterical when SLED initially came to the house, worrying about Petitioner going to jail. According to Petitioner, Maffett told her that Petitioner would not be charged if he worked with SLED to bring in a "big fish." R. 12, l. 18 – 14, l. 12. Despite making several buys for SLED that resulted in a large quantity of narcotics being removed from the streets, SLED ultimately arrested Petitioner on May 1, 2019. R. 14, ll. 13-20.

While being held in the Hampton County Detention Center, Petitioner was assaulted by a family member of "Big Mike." He was blind-sided while walking through a door, knocked unconscious, and then repeatedly struck in the head. Petitioner suffered intraparenchymal and subdural hemorrhages because of the attack. R. 18, l. 16 – 20, l. 1; R. 162. Prior to the assault, other individuals in jail called Petitioner a "snitch." R. 26, ll. 10-20. From March 14, 2019 to May 1, 2019, anytime SLED called Petitioner to make a buy, he did; all the while relying on the promises made to him by Maffett and the other officers that he would not go to jail or see any warrants. Relying on their assurances, he provided SLED with intelligence about drug dealings in South Carolina, made multiple drug deals in multiple counties, and purchased a large quantity of drugs each time he made a buy. R. 20, l. 16 – 21, l. 24; R. 28, ll. 1-6; R. 199.

On cross-examination, Petitioner testified that the agents said if he cooperated that no charges would be filed, and the promises were made at his mother's house in front of his family members. He signed something to work with SLED but admitted he never met with the solicitor's office about his work. When he asked about having an attorney, SLED told him CI work was confidential, and that was the reason they did not meet with the solicitor's office or have attorneys involved. He admitted he had overdosed two days before SLED came to him with the agreement, and he had used illegal substances during the time that he was a CI. R. 28, l. 25 – 32, l. 11.

Testimony of Courtney Lane

Petitioner's girlfriend Courtney Lane testified that she was present on March 14, 2019, when SLED Agents Maffett and Risher made the oral promise to not bring charges against

Petitioner or her if they[1] cooperated with them. The agents did not tell them that warrants had already been taken out on Petitioner, but they did tell them once warrants had been taken out, "there's no going back," and they would go to jail. As a result of the agreement, they went that same day to Florence to complete an undercover buy from Amp. Once Petitioner had been sent to jail, Lane made buys for the SLED agents based on the agreement she believed they had made. While she was eventually charged, her cases were pled out to probationary sentences. Lane admitted to using drugs but stated she had been in drug rehabilitation for four months and was now sober. R. 35, l. 1 – 43, l. 14.

Testimony of Samantha Gore

Petitioner's sister Samantha Gore testified that she was present on March 14, 2019, when SLED Agent Maffett stated Petitioner and Lane would not be going to jail and that no charges had been brought against them at that point in time. According to Gore, Maffett stated they would not go to jail if they worked for the agents to get a "big fish." She confirmed that Maffett told her mother that there were not any warrants pending for Petitioner. Gore stated that both her and her mother were scared for their lives because of the undercover work Petitioner had done. Her mother ultimately had to move to protect herself. R. 44, l. 21 – 48, l. 5.

Testimony of Joanne Lyons

Petitioner's mother Joanne Lyons testified that she was working on March 14, 2019, when she received a call from her daughter telling her SLED agents were at her house. Lyons promptly returned home and had a conversation with Maffett. Maffett told her that if Petitioner and Lane worked with them that they would not go to jail. Maffett also told her that nothing had "been put on paper" at that point in time. She knew that Petitioner made buys for SLED because

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[1] Both Petitioner and Lane testified that any undercover work one did was supposed to benefit the other. R. 10, ll. 17-18; R. 38, ll. 20-25.

after he purchased narcotics from her co-worker Tammi-Lynn, she no longer felt safe in Hampton and moved to Lake City, South Carolina. She reiterated that Maffett said as long they cooperated, they would not go to jail. R. 49, l. 14 – 53, l. 13

Testimony of Randal Risher

In February of 2019, Risher was employed by SLED and was the case agent handling Petitioner's cases. Risher was present when Petitioner agreed to become a CI, but he claimed no promises were made to Petitioner to induce him to work for SLED. Risher stated that Petitioner was using narcotics while being a CI, was not reliable, and did not provide useful information to the investigation. He denied promising Petitioner that he would not go to jail or that warrants would not be taken out for his arrest if he cooperated, and he stated that he does not have the authority to make such deals. R. 56, l. 13 – 58, l. 9.

On cross-examination, Risher claimed he could not recall if the testimony at Petitioner's preliminary hearing was that he provided valuable information to the investigation. Risher was outside while Maffett was inside the home talking to Petitioner about becoming a CI. However, he confirmed that Petitioner was taken into the woods to discuss performing buys for SLED. Petitioner did not make buys for Risher personally but did make buys for SLED. R. 58, l. 16 – 61, l. 2.

Risher testified that law enforcement could not guarantee that a person would not go to jail, and what they told people is that if they worked with them, the officers would speak to the solicitor's office on their behalf. However, he did not speak to the solicitor's office on behalf of Petitioner. Risher admitted that he held the warrants for Petitioner's arrest from March 14 to May 1, 2019, despite the directive in the warrant to serve it forthwith, and during that time SLED

had Petitioner making CI narcotic buys. He also conceded that law enforcement has the power to withdraw a warrant that has been issued. R. 61, l. 9 – 66, l. 6.

During questioning, Risher often avoided answering defense counsel's question by stating that Petitioner did not make any buys for him personally. Risher confirmed that SLED had a CI file on Petitioner and that the practice was to audio and visually record CI transactions. He also conceded that law enforcement has the discretion of whether to serve a warrant. R. 66, l. 15 – 70, l. 20.

The trial court clarified that Risher was the case agent and that Petitioner made buys for other SLED agents that reported directly to him. The court then requested to hear the audio from the preliminary hearing because the court found it "amazing" that Risher did not remember the testimony that Petitioner provided valuable information. R. 70, l. 23 – 74, l. 3. The tape[2] from the preliminary hearing was played, and Agent Maffett was heard testifying that Petitioner provided valuable intelligence to SLED as a result of making the drug buys. R. (Unnumbered Ct Ex. - Preliminary hearing tape at 59 mins and 35 seconds)(on file with this Court).

Testimony of Jarrett Maffett

Maffett confirmed he was the undercover agent that worked with Petitioner. He believed Petitioner was under the influence at the time he agreed to be a CI because Petitioner had overdosed a few days prior. Maffett asked Petitioner to be a CI but claimed that he made no promises that Petitioner would not go to jail or that warrants would not be taken out. He only told Petitioner that they would talk to the solicitor's office about any help he provided in obtaining a pill press. Maffett stated Petitioner was not a reliable informant because he was

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2 The tape from the preliminary hearing was moved into evidence without objection as a court's exhibit, however it was not labeled or included in the index of exhibits contained in the transcript. The copy of the exhibit that is on file with this Court was obtained from the Hampton County Clerk of Court. R. 75, ll. 9-18

under the influence, difficult to deal with, and did not get good video on any of the buys. He also stated Petitioner failed to get the pill press. Maffett maintained he did not make an agreement with Petitioner and that he did not have the authority to make an agreement with him. He also confirmed that he never spoke to the solicitor's office on Petitioner's behalf. R. 79, l. 17 – 84, l. 14.

On cross-examination, Maffett agreed that law enforcement had discretion over whether to serve a warrant on an individual and conceded that warrants were drawn up for Petitioner on March 14, 2019, but not served on him until May 1. Maffett admitted that there were warrants drawn up on March 14, 2019, for Petitioner's arrest, in case he refused to cooperate with SLED. R. 85, l. 4 – 88, l. 23.

Maffett maintained that SLED's interest was in a single pill press and not the large quantity of narcotics Petitioner had purchased as a CI. R. 89, l. 8 – 90, l. 4. Maffett stated that when a buy is "not prosecutable" that agents do not write reports documenting the buy. Maffett admitted that the audio and visual recordings of the drug buys Petitioner had made for them had been destroyed when he and his supervisor deemed the buys "non-prosecutable" and that the drugs had been put in for destruction but had not been destroyed at the time of the hearing. Maffett admitted that Amp was in prison based on a case made out by the Florence County Sheriff's Department after the buys that Petitioner made on behalf of SLED. R. 93, l. 1 – 94, l. 25.

Arguments by Counsel

Defense counsel argued that the "crux" of the motion for specific performance went to whether law enforcement had the authority to make a deal with a defendant to withhold warrants in return for cooperation. He posited that law enforcement officers are agents of the state with

prosecutorial powers, such as the ability to prosecute cases in magistrate and municipal courts, the discretion to bring charges, and the ability to determine when cases cannot be prosecuted, and thus those officers make promises and agreements that are binding on the State regarding the criminal prosecution of cases. Based on the testimony and evidence elicited during the hearing, defense counsel asserted that the defense had shown there was a promise, that Petitioner relied on that promise to his detriment, and that the SLED agents acted within their authority in making a binding promise not to obtain arrest warrants. R. 104-112; R. 121-123.

The state responded that there were three distinct questions before the court: 1) whether an agreement was made, 2) whether the offeror had the authority to make an agreement, and 3) whether there was detrimental reliance on the agreement. The state firmly denied that any agreement or promise had been made, arguing that even if there had been a promise that the SLED agents had no authority to make any deals on behalf of the state. Further, the state contended that Petitioner did not get to decide if the buys he made were good enough to show that detrimental reliance, and even though he did purchase drugs on behalf of SLED, he did not reach the ultimate goal of obtaining the pill press. Regarding the officer's testimony about not prosecuting a case, the state claimed that merely meant they made a probable cause determination. R. 112-121; 123.

Ruling by the Trial Court

The trial court began its ruling by finding the state's witnesses entirely incredible. The court stated:

> All right. Your witnesses are terrible. Your witnesses were not truthful. One of them was laughing at questions that Mr. Plexico was addressing. And while they were elementary questions, there's no need to be laughing and making googly faces. How disrespectful. It's disrespectful to the officers of this court. It's disrespectful to this Court.

> They said what they said. I have been haven't been on the bench long, but I practiced law a long time. I mean, the first gentleman was just deceitful in what he was saying, that he didn't recall. He's the lead investigator. Then to the fellow probably was your real lead investigator who was the guy who supervised all the buys wants to sit there and laugh. And then they don't want to prosecute this because they can't find a pill press. I believe you. They were after a pill press. Absolutely they were after a pill press. And he would have said anything and made any promise to get that pill press. That's what he wanted.
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> Then he walks in and the guy doesn't do a good job because he's hooked on drugs. They knew he was hooked on drugs. They walk in there, they know it. He was in the hospital the day before. I believe the day before, or two or three day before having OD'd. And they know he's a user, and then they're upset because he's not providing the type of information that they wanted, but he does go and buy what looks to me to be dozens, and dozens, and dozens of pills but they can't prosecute it because Amp gets picked up somewhere else, they just throw this aside. I absolutely believe that they made a promise to him.

R. 123, l. 19 – 125, l. 3.

The trial court determined that the testimony of the defense witnesses was consistent, and their interpretation of the statements made by SLED as an agreement was reasonable under the circumstances. R. 125, ll. 4-13. The court further determined that the SLED agents put themselves forward as having the apparent authority to make deals on behalf of the state and did in fact make a promise to Petitioner not to obtain warrants for his arrest, and that Petitioner relied on that promise to his detriment. R. 126, ll. 10 – 127, l. 5. However, the trial court denied the motion for specific performance, stating it was bound by the language in State v. Peake, 345 S.C. 72, 545 S.E.2d 840 (2001) and Custodio v. State, 373 S.C. 4, 644 S.E.2d 36 (2007), that law enforcement does not have the authority to enter into an agreement on behalf of the state. R. 127, l. 19 – 128, l. 15.

Discussion

An agreement made with a criminal defendant rest on contractual principles, and each party should receive the benefit of its bargain. However, the analysis of the agreement must be conducted at a more stringent level than a commercial contract because the rights involved are generally fundamental and constitutionally based. United States v. Ringling, 988 F. 2d 504, 506 (4th Cir. 1993). The enforcement of an agreement between a defendant and an agent of the state is subject to two conditions: 1) the agent must be authorized to make the promise; and 2) the defendant must rely to his detriment on the promise. State v. Peake 345 S.C. 72, 77-78, 545 S.E.2d 840, 842-843 (2007). The trial court ruled that the agents had made a promise not to obtain arrest warrants for Petitioner, and Petitioner relied on that promise to his detriment. R. 123, l. 19 – 125, l. 3. The trial court, and ultimately the Court of Appeals, found itself constrained by the language of Peake and held that the SLED officers lacked the authority to make the promise. However, as the United States Court of Appeals for the Fourth Circuit decided in United States v. Bailey, 74 F.4th 151 (2023), a police officer's promise not to arrest can be enforceable against the government.

In Bailey, on August 30, 2019, North Carolina police executed a search warrant at Bailey's home during which a small bag of cocaine base was found on the floor of his bedroom. His girlfriend claimed responsibility for the narcotics. Bailey expressed an interest in helping the police in exchange for leniency for his girlfriend, and he subsequently exchanged phone numbers with an Officer Page. Roughly a month later, Page observed an individual he knew to have a suspended license leaving the defendant's house. Page conducted a traffic stop and discovered .1 grams of cocaine base in the vehicle. Id. at 153.

After the search, Page sent a text message to Bailey asking to speak with him and returned to Bailey's home. Bailey met Page on the front porch, and the two had a discussion during which Bailey admitted to selling drugs because he was suffering financial hardship due to an inability to find employment. Page instructed Bailey to provide him with any other drugs in his possession, that it would be squared away, and he would help Bailey find employment. The two then went inside Bailey's home where Bailey produced an additional .7 grams of cocaine base. Id. at 153-54.

After that encounter, Page assisted Bailey with employment information, and Bailey assisted Page in locating and arresting someone with an outstanding warrant. Then, on November 7, 2019, Page obtained two arrest warrants for Bailey for the .1 and .7 grams of cocaine base. During a search incident to arrest of Bailey, officers discovered 17.8 grams of cocaine base in his pocket. The federal government indicted Bailey for PWID cocaine base for the 17.8 grams of cocaine found on his person during the arrest. After unsuccessfully moving to have the drugs suppressed, Bailey entered a conditional guilty plea. Id. at 154-55.

The Fourth Circuit noted that Bailey was not challenging his case under the Fourth Amendment but rather on the violation of due process that arose when Page "breached a promise not to arrest Bailey for either the .7 grams of cocaine Bailey turned over *or* the .1 grams of cocaine found [in the vehicle]." Thus, the Court looked to cases where it had considered other, analogous, promises made by the government to a defendant such as United State v. Carter, 454 F.2d 426, 427-28. (4th Cir. 1972), which dealt with an oral promise from a prosecutor where the court explained "if the promise was made to defendant as alleged and defendant relied upon it in incriminating himself and others, the government should be held to abide by its terms." Id. at 157. After reviewing Carter, the Court wrote:

> Carter thus stands for the proposition that if the government "utilize[s] its discretion to strike bargains with potential defendants," those bargains can be enforced against the government. Carter, 454 F.2d at 428. And while Carter concerned a plea agreement, we have since recognized that a non-prosecution agreement "invokes the same constitutional due process concerns as a plea agreement." United States v. Gerant, 995 F.2d 505, 508 (4th Cir. 1993). We have also noted that, when certain conditions are met, "courts may enforce informal grants of transactional immunity." United States v. McHan, 101 F.3d 1027, 1034 (4th Cir. 1996) (citation omitted), *abrogated on other grounds by* Honeycutt v. United States, 581 U.S. 443 (2017).
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> ...
>
> In those cases, as here, the fact that the government may have learned of a defendant's wrongdoing prior to making an agreement does not place the government's promise of leniency beyond the scope of the agreement. Quite the opposite, it is the government's knowledge of wrongdoing that so often serves as consideration for such agreements. As a result, the government's promise not to act on that knowledge cannot be deemed categorically unenforceable. So, while the proper remedy for a breached agreement will vary on a case-by-case basis, enforcement of the agreement is one remedy the district court has in its relief-fashioning arsenal.

Id., at 158 (4th Cir. 2023).

The federal government argued that any promise made by the officers was outside of the scope of their authority, and even if there was an unauthorized non-prosecution promise which was then breached, the only remedy would be suppression of any evidence obtained in detrimental reliance on the promise. The Court found this argument failed because Bailey did not allege that Page promised not to prosecute him, but that Page promised not to *arrest* him – a power which undisputedly belonged to police officers. Id., at 159. The Court held:

> To be sure, Carter and its progeny do not address the precise promise Bailey alleges occurred here: *a promise not to arrest*. Yet we see no reason to treat a non-arrest agreement any differently than the non-prosecution and plea agreements we have previously held enforceable against the government. *In non-arrest agreements, as in non-prosecution and plea agreements, the government wields its vested authority to extract cooperation from*

> *a potential defendant in exchange for a promise of leniency.* A police officer is not entitled to arbitrarily breach these agreements, which have become a central feature of the many drug-related prosecutions that occupy our criminal legal system each year. *In all such contexts, therefore, where an individual fulfills his obligations under the agreement, settled notions of fundamental fairness may require the government to uphold its end of the bargain, too.* To hold otherwise would rubberstamp a police practice that stands to undermine the honor of the government and public confidence in the fair administration of justice.

Id., at 159–60 (emphasis added). The Court remanded the matter back to the lower court to determine whether the non-arrest promise was made, relied upon, and breached as Baliey alleged, and directed the court to "determine whether specific performance or other equitable relief is appropriate to remedy that breach." Id. at 160.

In South Carolina, the *only* official in the state with the power to obtain arrest warrants is a certified law enforcement officer pursuant to S.C. Code Ann. § 22-5-110(B)(1) ("[a]n arrest warrant may not be issued for the arrest of a person *unless sought by a law enforcement officer acting in their official capacity*") (emphasis added). Here, the SLED officers clearly had the authority to enter into an agreement not to arrest Petitioner or obtain arrest warrants for Petitioner. Under the holding in Bailey, *supra*, Petitioner is entitled to relief. As the circuit court held,

> [T]he evidence is that there certainly, most probably was a promise, I think that he relied upon the promise, and I think that that reliance to his detriment. I do believe that those things happened. However, I believe that law enforcement, SLED in this case, did not have the authority to enter into the agreement.

R. 243, ll. 1-9.

A cooperation agreement is analogous to a plea bargain agreement. United States v. Garcia, 519 F.2d 1343, 1345 n. 2 (9th Cir.1980). "[I]f, after having utilized its discretion to strike bargains with potential defendants, the Government seeks to avoid those arrangements by

using the courts, its decision so to do will come under scrutiny." United States v. Carter, 454 F.2d 426, 428 (4th Cir. 1972) *citing* United States v. Paiva, 294 F.Supp. 742 (D.D.C.1969) at 747. "If it further appears that the defendant, to his prejudice, performed his part of the agreement while the Government did not, the indictment may be dismissed." Id.

The circuit court determined that a promise was made to Petitioner, that he performed actions for the state in reliance on that promise, that the promise was breached, and that Petitioner suffered harm due to his reliance on the promise. State v. Peake 345 S.C. 72, 77-78, 545 S.E.2d 840, 842-843 (2007). The only instance where the court ruled against Petitioner was in finding that SLED officers lacked the authority to make that promise. However, the promise not to arrest or not to obtain arrest warrants was within the scope of the SLED agent's authority. United States v. Bailey, *supra.* SLED entered into an enforceable cooperation agreement with Petitioner which was subsequently breached.

The Court of Appeals held that the granting of Petitioner's motion would have no practical effect because the state could indict Petitioner without an arrest or arrest warrant. However, when officers or agents are shown to have acted within the proper scope of their authority the state may be subject to estoppel. Goodwine v. Dorchester Dep't of Soc. Servs., 336 S.C. 413, 418–19, 519 S.E.2d 116, 118–19 (Ct.App.1999). "The doctrine of estoppel applies if a person, by his actions, conduct, words or silence which amounts to a representation, or a concealment of material facts, causes another to alter his position to his prejudice or injury." Rushing v. McKinney, 370 S.C. 280, 293, 633 S.E.2d 917, 924 (Ct. App. 2006) (internal citations removed). "In its broadest sense, equitable estoppel is a means of preventing a party from asserting a legal claim or defense that is contrary or inconsistent with his or her prior action or conduct." Mac Papers, Inc. v. Genesis Press, Inc., 426 S.C. 393, 403, 826 S.E.2d 874, 880

(Ct. App. 2019). Estoppel would prevent the government from seeking or prosecuting any indictments in Petitioner's case because the government was bound by the promises of the SLED agents.

Lastly, the Court of Appeals held that Petitioner had not preserved his argument regarding fundamental fairness for appellate review. Admittedly, nowhere in the lower court record do the words "fundamental fairness" or "due process" appear regarding the motion for specific performance. However, the case law underpinning the issue – whether an agent made a promise he was authorized to make that could be enforced against the government if relied upon to the determent of a defendant – inherently considers whether the actions of the government agent involved violated due process. See United States v. Williams, 780 F.2d 802, 803 (9th Cir.1986) (*per curiam*) (In general, a promise made by a government employee other than the United States Attorney to recommend dismissal of an indictment cannot bind the United States Attorney. An exception has been recognized where, although the United States Attorney was not a party to a cooperation agreement, breach of the agreement rendered a prosecution fundamentally unfair.); United States v. Rodman, 519 F.2d 1058, 1059–60 (1st Cir.1975) (per curiam) (upholding dismissal of an indictment where defendant gave "substantial information, including self-incriminating statements" based on an unfulfilled promise from the Securities and Exchange Commission ("SEC") to recommend non-prosecution because "the unfairness to the [defendant] warranted dismissal"). The concepts are intertwined and necessarily considered together if this Court were to determine that the SLED officers were not acting within their authority.

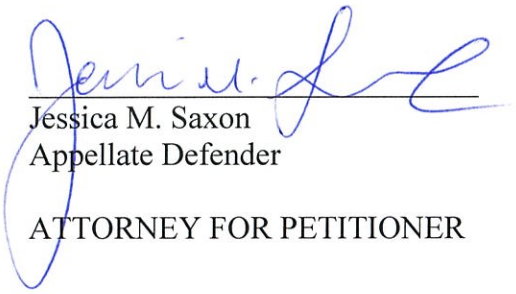
Petitioner has shown that the SLED agent was authorized to make the promise, that the agent in fact made a promise, and that Petitioner relied on that promise to his detriment. This

Court should find the state is bound to the promises of its agents in this case and dismiss the indictments against Petitioner.

CONCLUSION

Based on the foregoing arguments, Petitioner respectfully requests that this Court grant the Petition for Writ of Certiorari to allow full briefing of this issue.

Respectfully Submitted,



Jessica M. Saxon
Appellate Defender

ATTORNEY FOR PETITIONER

This 13th day of May, 2026.

STATE OF SOUTH CAROLINA

IN THE SUPREME COURT

Certiorari to the Court of Appeals
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THE STATE,

RESPONDENT,

V.

RONALD LEE LYONS,

PETITIONER

APPELLATE CASE NO. 2022-000169

CERTIFICATE OF SERVICE

Pursuant to Rule 262(a)(3) and Rule 262(c)(3), SCACR, the undersigned hereby certifies a true copy of the petition for writ of certiorari to the Court of Appeals and appendix in the above-referenced case has been served upon Mark Farthing, Esquire, at the primary e-mail address listed in the Attorney Information System (AIS); and the South Carolina Court of Appeals; and on Ronald Lyons, #310014, at Perry Correctional Institution, 430 Oaklawn Road, Pelzer, SC 29669, this 13th day of May, 2026.

Jessica M. Saxon
Appellate Defender

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Warren, Kaylynn

From: Warren, Kaylynn
Sent: Wednesday, May 13, 2026 2:51 PM
To: Mark Farthing
Cc: Saxon, Jessica; Caroline Collins
Subject: 2022-000169 The State v. Ronald Lee Lyons
Attachments: 2022-000169 The State v. Ronald Lee Lyons Petition for Writ of Certiorari to the Court of Appeals.pdf; 2022-000169 The State v. Ronald Lee Lyons Appendix.pdf

Good Afternoon,

Attached for service in the above-referenced case are the Petition for Writ of Certiorari to the Court of Appeals and accompanying Appendix which will be filed today, May 13, 2026, with the Supreme Court via email filing.

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