

S.C. SUPREME COURT

FEB 21 2012

RECEIVED

STATE OF SOUTH CAROLINA
In The Supreme Court

CURTIS BRYANT,
PETITIONER,

v.

STATE OF SOUTH CAROLINA,
RESPONDENT.

CASE No.:2008-CP-18-1516

AMENDMENT TO ANDERS Pro Se RESPONSE
PURSUANT TO REED V. BECKA, 511 S.E.
2d 396 (S.C. 1999).

THE PETITIONER COMES BEFORE THIS HONORABLE COURT ASSERTING THAT PLEA COUNSEL (MARVA HARDEE-THOMAS) STATED THAT SHE DID NOT HAVE ANYTHING SPECIFIC THAT SHE CONVEYED TO THE PETITIONER THAT THE PLEA OFFER WAS WITHDRAWN (App. Pg. 81. Ln. 15-19; Pg. 80 Ln. 10-12). ALSO (App. Pg. 82 Ln. 2-6; Pg.83 Ln. 10-14).

PLEA COUNSEL ALSO FAILED TO NOTICE THE ALTERATIONS ON THE SENTENCING SHEET AFTER IT WAS FIRST SIGNED BY COUNSEL, THEN DEFENDANT. (App. Pg. 54, Ln. 15-24, App. Pg. 66, Ln. 4-13. ALSO App. Pg. 74Ln. 14-25, App. Pg. 75. Ln. 1-7. ALSO App. Pg.76 Ln. 3-21. IT APPEARS THAT WHITE-OUT WAS USED ON THE SENTENCING SHEET AFTER TRIAL COUNSEL AND DEFENDANT SIGNED THE SENTENCING SHEET. THIS ALTERED/CHANGED THE NATURE OF THE ~~CONTENT~~ OF THE DOCUMENT WITHOUT THE KNOWLEDGE OF THE DEFENDANT AND HIS ATTORNEY WHICH IS A UNILATERAL AGREEMENT UNDER DETRIMENTAL RELIANCE REED V. BECKA, 511 S.E.2d at 402.

DETRIMENTAL RELIANCE- THIS GENERAL RULE IS SUBJECT TO A DETRIMENTAL RELIANCE EXCEPTION. ABSENT A PLEA OF GUILTY A DEFENDANT MAY ONLY ENFORCE ORAL OR WRITTEN PLEA AGREEMENT UPON THE SHOWING OF DETRIMENTAL RELIANCE. EVEN IF THE AGREEMENT HAS NOT BEEN FINALIZED BY THE COURT, A DEFENDANT'S DETRIMENTAL RELIANCE ON A PROSECUTORIAL PROMISE IN PLEA BARGAINING COULD MAKE THE PLEA AGREEMENT BINDING UNITED STATES V. SAVAGE, 978 F.2d 1136 (9th Cir. 1992). ALSO, THE COURT MADE KNOWN TO BE TRUE THAT THE LETTER THAT WAS SENT TO THE DEFENDANT (DATED MARCH 6, 2007) DOES NOT SPECIFICALLY STATE THAT THE PLEA OFFER WAS OR WOULD BE WITHDRAWN. (App. Pg. 77. Ln. 9-18. COUNSELS ANSWER TO THAT QUESTION WAS NO ! COUNSEL NEVER INFORMED THE DEFENDANT THAT THE OFFER WAS WITHDRAWN.

LOUISIANA STATUE DISCHARGING PARTY FROM LIABILITY ON INSTRUMENT
(LEGAL DOCUMENT) IF HOLDER FRAUDULENTLY AND MATERIALLY ALTERS
INSTRUMENT DID NOT APPLY TO MAKER WHO ASSENTED TO ALTERATIONS BY
INITIALING THE CHANGE OR ORIGIN. LSA-R.S 10:3-407. F.D.I.C. V. GILBERT,
9 F.3d 393.

KEY-18 CONTRACTS IN GENERAL (S.D.N.Y. 2000)
NEGOTIABLE INSTRUMENTS: UNDER CALIFORNIA LAW, MUTILATION OF
CONTRACT BY ONE OF PARTIES TO CONTRACT DOES NOT RESULT IN
CONTRACT TERMINATION, BUT RATHER, ELIMINATES MUTILATING
PARTY'S ENTITLEMENT TO PERFORMANCE BY OTHER PARTY KIRBY V.
COASTAL SALES ASSN. INC., 82 F. SUPP.2d 193.

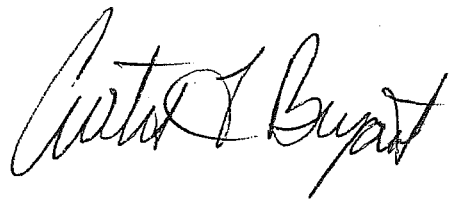
FEBRUARY ,2012
RIDGEVILLE, SOUTH CAROLINA

s/ Curtis D Bryant

SWORN TO AND SUBSCRIBED BEFORE ME
THIS 16th DAY OF February
20 12
Sylva Jones
NOTARY PUBLIC
STATE OF SOUTH CAROLINA
MY COMMISSION EXPIRES 1/24/2018

BASED ON THE FACT THAT PETITIONER WAS NOT ADVISED THAT THE 10 YEAR DEAL WAS WITHDRAWN AND COUNSEL CAN ONLY ASSUME HE KNEW WHEN IN FACT SHE TOLD HIM THAT THE NEGOTIATED SENTENCE IS STILL IN PLACE (App. Pg.61. Ln. 18-25). ALSO (App. Pg. 62 Ln. 1-5) PETITIONER ASKING FOR THE MOST LENIENT AMOUNT IS NOT INCONSISTENT, BUT OF SOMEONE WHO BELIEVES THAT HE WILL RECEIVE THE MOST LENIENT BASED ON THE SENTENCING SHEET HE HAD JUST SIGNED WITH THE NEGOTIATED SENTENCE BOX CHECKED.

ALSO, BECAUSE THE COURT WAS NOT ADVISED OF ANY TYPE OF AGREEMENT BE IT WITHDRAWN OR NOT. THE COURTS DECISION TO ACCEPT OR DENY WAS TAKEN AWAY APPARENTLY WITHOUT KNOWLEDGE OF COUNSEL AND DEFENDANT BASED ON THE FACT THE COUNSEL STATED SHE HAD NEVER SEEN THOSE MARKINGS ON THE SENTENCING SHEET WHEN IN FACT COUNSELS SIGNATURE IS ON THE SHEET. HAD PETITIONER KNOWN OF THE MARKINGS HE WOULD HAVE VEHEMENTLY VOICED HIS CONCERNS. PETITIONER SEEKS ORIGINAL AGREEMENT WITHOUT THE ALTERATIONS TO BE ENFORCED.



SWORN TO AND SUBSCRIBED BEFORE ME:

THIS 10th DAY OF February

20 12

Sylira Jones

NOTARY PUBLIC

STATE OF SOUTH CAROLINA

MY COMMISSION EXPIRES 1/24/2018

I HAVE REASON TO BELIEVE THAT THE CHARACTER AND TRUSTWORTHY ANSWERS OF COUNSEL SHOULD COME INTO QUESTION BASED ON THE MISCONDUCT OF ONE MARWA ANN HARDEE-THOMAS WHICH ULTIMATELY RESULTED IN A SUSPENSION TO PRACTICE LAW FOR A PERIOD OF TWO (2) YEARS. ADDITIONALLY, PRIOR TO THIS CURRENT SUSPENSION , SHE HAD A PRIOR DISCIPLINARY HISTORY THAT INCLUDED A LETTER OF CAUTION AND AN ADMONITION CITING RULE 1.1 (COMPETENCE), 1.3 (DILIGENCE), 1.4 (COMMUNICATION) WHICH ARE SOME OF THE SAME THINGS I AM CHALLENGING ON BEHALF OF MY AMENDMENT Pro se RESPONSE WRIT OF CERTIORARI.

THIS DISCIPLINARY MATTER, THE OFFICE OF DISCIPLINARY COUNSEL (ODC) FILED FORMAL CHARGES AND HEARD BY THE PANEL OF THE COMMISSION OF LAWYER CONDUCT.

ULTIMATELY, THE PANEL FOUND THAT COUNSEL MARWA ANN HARDEE-THOMAS VIOLATED THE FOLLOWING RULES OF PROFESSIONAL CONDUCT, RULE 407, SCACR

- RULE 1.1 (COMPETENCE)
 - RULE 1.3 (DILIGENCE)
 - RULE 1.15 (SAFEKEEPING PROPERTY)
 - RULE (8.4(a) (MISCONDUCT)
 - RULE 8.4(d) (CONDUCT INVOLVING DISHONESTY)
 - RULE 8.4(e) (CONDUCT PREJUDICIAL TO THE ADMINISTRATION OF JUSTICE).
- ADDITIONALLY, THE PANEL FOUND THAT RULES 7(a)(1) AND 7(a)(6), RLDE, RULE 413, SCACR.

