

STATE OF SOUTH CAROLINA

IN THE COURT OF APPEALS

Appeal from Richland County
Court of General Sessions
Honorable Clifton Newman, Circuit Court Judge

RECEIVED

DEC 05 2014

SC Court of Appeals

THE STATE,

RESPONDENT,

V.

WAYLAND PURNELL,

APPELLANT

APPELLATE CASE NO. 2014-001501


PETITION FOR EXTENSION TO FILE
INITIAL BRIEF OF APPELLANT
AND DESIGNATION OF MATTER

The undersigned counsel respectfully requests a thirty (30) day extension, in which to file the initial brief of appellant and designation of matter in the above-referenced case. In support of this motion, counsel would respectfully show the Court the following extraordinary circumstances:

1. The initial brief of appellant and designation of matter in this case are due to be served and filed on December 8, 2014.
2. Counsel is in need of an executed waiver of potential conflict letter from Appellant since our law firm, and particularly the undersigned, represents the Attorney General's office in prosecuting Criminal Domestic Violence cases. The letter was forwarded to the Appellant on December 5, 2014. (Exhibit A.).
3. This request is made in good faith, and not for purposes of delay.

WHEREFORE, the undersigned counsel would respectfully request a thirty (30) day extension. Counsel respectfully requests that the time limits for filing the initial brief of appellant and designation of matter be held in abeyance pending a ruling on this motion.

Respectfully submitted,


SARAH T. EIBLING
Appellate Defender

ROBERT M. DUDEK
Chief Appellate Defender

ATTORNEYS FOR APPELLANT

December 5, 2014

STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

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THE STATE,

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CERTIFICATE OF SERVICE

SC Court of Appeals

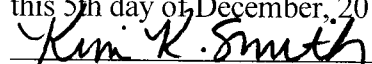
The undersigned attorney hereby certifies that a true copy of the petition for extension to file the initial brief of appellant and designation of matter in the above referenced case has been served upon Salley Elliott, Office of the Attorney General, PO Box 11549, Columbia, SC 29211, this 5th day of December, 2014.


SARAH T. EIBLING
Appellate Defender

ROBERT M. DUDEK
Chief Appellate Defender

ATTORNEYS FOR APPELLANT

SUBSCRIBED AND SWORN TO before me
this 5th day of December, 2014.

 (L.S.)

Notary Public for South Carolina

My Commission Expires: 6/16/2020

Nelson Mullins

Nelson Mullins Riley & Scarborough LLP
Attorneys and Counselors at Law
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sarah.eibling@nelsonmullins.com

EXHIBIT

A

CONFIDENTIAL
ATTORNEY-CLIENT PRIVILEGED COMMUNICATION

December 5, 2014

Mr. Wayland Purnell, #360617
Lieber Correctional Institution
P.O. Box 205
Ridgeville, SC 29472

RE: State v. Wayland Purnell
Case No. 2014-001501
Our File No. 38769/01525

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SC Court of Appeals

Dear Mr. Purnell:

I am an attorney with the law firm Nelson Mullins Riley & Scarborough LLP (“Nelson Mullins”), and I have been appointed by The South Carolina Court of Appeals to represent you in the appeal of your case.

This letter sets forth the scope and terms of my law firm’s representation of you. It also requires your written consent to a waiver of a potential conflict of interest. Please read this letter, check the appropriate boxes below on pages 3 and 5, and return a copy to me as soon as possible.

We are pleased to represent you on the following terms and conditions:

- I. **NATURE AND SCOPE OF SERVICES.** Our representation is limited to the matter of The State v. Wayland Purnell, Case No. 2014-001501. I will be your primary counsel, and other associates or firm attorneys may assist on this matter on an as-needed basis. The scope of our legal representation will be to prepare the court filings and other legal documents and to appear before the Court of Appeals on your behalf for this matter.

Mr. Wayland Purnell, #360617

December 5, 2014

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- II. **LIMITATION ON SERVICES.** The scope of our representation may be changed only by written agreement between you and Nelson Mullins.
- III. **COST OF SERVICES.** Because we were appointed by the court to represent you in this matter, Nelson Mullins will not charge you a fee for its services.
- IV. **YOUR RESPONSIBILITIES.** As a client of Nelson Mullins, you should cooperate fully with Nelson Mullins on all matters regarding this representation. The following are examples of the things we expect of you. They do not include a list of everything we may expect of you.
 - A. Telling the truth at all times to your attorney and the court. You must not exaggerate or fail to disclose any information that may be relevant to this representation.
 - B. Promptly informing Nelson Mullins of any and all documents or other communications or information related to the matters for which Nelson Mullins is providing representation.
 - C. Responding in a timely manner to letters, telephone calls, and requests from Nelson Mullins including, but not limited to, requests for information.
 - D. Keeping all appointments with your attorney, including those at your attorney's office and any court proceedings. You must call Nelson Mullins as soon as possible to cancel any appointment. My telephone number is (803) 255-9756.
 - E. Keeping Nelson Mullins informed of any changes in your circumstances, including, but not limited to, any change of address, telephone number, or income.
 - F. Authorizing Nelson Mullins attorneys and other personnel to discuss the facts relevant to this representation with other firm personnel, other legal service providers, or other persons or entities, to the extent that Nelson Mullins deems such communications necessary to this representation.
- V. **NELSON MULLINS RESPONSIBILITIES.** We will keep you reasonably informed of significant developments arising regarding the matter for which we are representing you and will consult with you as to our progress and issues that arise.
- VI. **RECORDS:** In the course of our representation of you, we are likely to come into possession of documents or other physical or electronic materials, such as correspondence, pleadings, transcripts, exhibits, physical evidence, and other items

reasonably necessary to your representation (collectively, "Client Materials"). Once the matter to which those Client Materials relate has been concluded, we will either (1) return the Client Materials to you at your last known address, (2) retain them in our storage, or (3) dispose of them. Please check below your choice for the disposition of your records on the conclusion of this matter:

- Return my records to me at the conclusion of the matter.
- Destroy my records at the conclusion of the matter.
- Retain and destroy my records in accordance with NMRS policy

If you do not request the return of the Client Materials, in the absence of any other specific arrangements with you or legal requirements to the contrary, you hereby agree that we may dispose of those Client Materials consistent with our records retention policy that we may have in effect from time to time without notice to you.

VII. TERMINATION:

- A. You may end our representation at any time for any reason. If you do, you must immediately notify Nelson Mullins in writing and other required parties.
- B. Nelson Mullins may stop representing you under certain circumstances. If we do, we will first let you know of our plans and will try to minimize impacting any legal rights you may have. Nelson Mullins may withdraw if we believe:
 - 1. You are not cooperating fully or your conduct makes it unreasonably difficult for the firm to represent you;
 - 2. You ask us to do something that we believe would violate the law;
 - 3. Representing you would violate our ethical duties;
 - 4. You can afford your own lawyer; or
 - 5. There is other good cause to justify ending our relationship.
- C. If appointed to represent you by the court, we will seek court approval to be relieved of our appointment and representation of you. If we elect to withdraw, you will take all steps necessary to free us of any obligation to perform further services, including the execution of any documents necessary to complete our withdrawal.
- D. Our representation will terminate upon the conclusion of this matter, or at such

Mr. Wayland Purnell, #360617
December 5, 2014
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time as we are relieved of our appointment to your case by the Court.

Potential Conflict of Interest

I must also inform you that an issue has been brought to my attention, and accordingly, I need your decision as to whether you would like me to continue to represent you in this matter, or whether you would like me to ask the Court to appoint a new attorney from a different law firm to represent you.

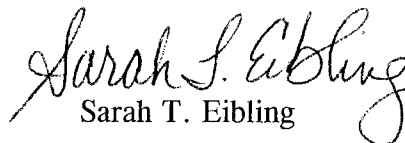
Specifically, our law firm does unrelated legal work in criminal domestic violence cases on behalf of the State of South Carolina Attorney General's Office and the Attorney General's Office is a client of our law firm. However, the Attorney General's Office is representing the State of South Carolina against you in your Appeal. This creates a potential client conflict of interest under the South Carolina Rules of Professional Conduct.

Our work with the Attorney General's Office is unrelated to your Appeal, and I do not believe it would inhibit my ability to provide you with competent and unbiased representation in your appeal. Therefore, this potential conflict of interest can be waived, and I can continue to represent you, if we have your informed consent in writing to my continuing representation of you in your appeal. The Attorney General's Office has already given our law firm a blanket consent for these types of matters. However, I need your consent as well. The decision is yours to make.

Please let me know as soon as possible whether or not I have your consent to continue representing you in this matter. Please indicate your decision by checking the appropriate box below, dating, and signing the enclosed copy of this letter; and then returning that signed copy to me in the enclosed envelope. If you decide that you do not wish for me to represent you because of this potential client conflict, I will notify the Court accordingly.

Please sign the enclosed copy of this letter and return it to me to reflect your agreement to the terms set forth above. Please call me if you have any questions. We look forward to working with you.

Kindest regards,


Sarah T. Eibling

STE:skw

Mr. Wayland Purnell, #360617
December 5, 2014
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Please indicate your decision by checking one box below, dating, signing, and returning a copy of this letter to me:

- I waive the conflict and want you to be my attorney for this appeal.

- I do not waive this conflict, and therefore I do not want you to be my attorney in this appeal.

Date: _____

Signature: _____
(print name here)

Nelson Mullins

Nelson Mullins Riley & Scarborough LLP
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sarah.eibling@nelsonmullins.com

December 5, 2014

The Honorable Jenny Abbott Kitchings
Clerk of Court
The South Carolina Court of Appeals
1015 Sumter Street - 5th Floor
Columbia, South Carolina 29201

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SC Court of Appeals

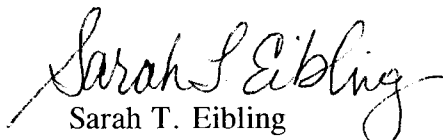
RE: State v. Wayland Purnell
Appellate Case No.: 2014-001501
Our File No.: 38769/01525

Dear Ms. Kitchings:

Enclosed please find an original and six copies of the Petition for Extension to File Initial Brief of Appellant and Designation of Matter in the above-referenced case. Please file the original and return a clocked-in copy to me via our courier.

By copy of this letter, I am hereby serving opposing counsel.

Very truly yours,


Sarah T. Eibling

STE:jcd
Enclosure