

**STATE OF SOUTH CAROLINA
In The Court of Appeals**

**APPEAL FROM CHARLESTON COUNTY
Court of General Sessions
Stephanie P. McDonald, Circuit Court Judge**

Appellate Case No. 2014-001516

The State of South Carolina Respondent,

v.

Deangelo Mitchell, Defendant and AA Ace Bail by Frances and Palmetto Surety Corp., Sureties
for the Defendant Appellant.

RECORD ON APPEAL

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Christina Catoe Bigelow,
Assistant Attorney General
Office of the Attorney General
Post Office Box 11549
Columbia, South Carolina 29211
(803) 734-3727

Scarlett A. Wilson,
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OT Wallace Building
Charleston, S.C. 29401
(843) 958-1900
ATTORNEYS FOR RESPONDENT

Robert T. Williams, #6149
Benjamin A. Stitely, #75339
Williams, Hendrix, Steigner & Brink, P.A.
206 East Main Street
Post Office Box 849
Lexington, South Carolina 29071
(803) 359-1550
ATTORNEYS FOR APPELLANT

RECEIVED

FEB 11 2015

SC Court of Appeals

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**STATE OF SOUTH CAROLINA
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Appellate Case No. 2014-001516

The State of South Carolina Respondent,

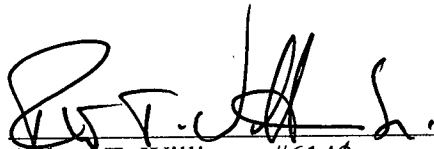
v.

Deangelo Mitchell, Defendant and AA Ace Bail by Frances and Palmetto Surety Corp., Sureties
for the Defendant Appellant.

CERTIFICATE OF COUNSEL

The undersigned hereby certifies that this Record on Appeal contains all material
proposed to be included by any of the parties and not any other material and complies with the
Supreme Court's Order dated August 13, 2007.

February 11, 2015


Robert T. Williams, #6149
Benjamin A. Stitely, #75339
Williams, Hendrix, Steigner & Brink, P.A.
206 East Main Street
Post Office Box 849
Lexington, South Carolina 29071
(803) 359-1550
Attorneys for Appellant

BAIL PROCEEDING FORM II

STATE OF SOUTH CAROLINA

COURT OF GENERAL SESSIONS

COUNTY OF CHARLESTON

STATE OF SOUTH CAROLINA

ORDER SPECIFYING METHODS AND CONDITIONS OF RELEASE

v.

DEANGELO MITCHELL

NAME OF DEFENDANT

Offense Charged: MANSLAUGHTER/INVOLUNTARY, DIST. COC.

At a bail proceeding conducted by the undersigned judge, for the defendant named above, it was determined by the court (check one or both):

- ☐ The release of the defendant on recognizance will not reasonably assure his appearance as required.
- ☐ The release of the defendant on recognizance will result in an unreasonable danger to the community.

This determination was based upon the following findings of fact:

[Considerations: Nature and circumstances of the offense charged, the defendant's family ties, employment, financial resources, character and mental condition, the length of his residence in the community, his record of convictions, and any record of flight to avoid prosecution or failure to appear at other court proceedings.]

THEREFORE, IT IS HEREBY ORDERED:

1. That the above named defendant be released from custody on the condition that he will personally appear before the designated court at the place, date and time required to answer the charge made against him and do what shall be ordered by the court and not depart the State without the permission of the court and be of good behavior.

2. That the above named defendant be released from custody provided as follows.

CASH IN LIEU OF BOND

☐ The defendant, acknowledges himself to be indebted to the State of South Carolina in the sum of _____ to secure his release from custody. Should the defendant fail to comply with all terms and conditions of this Order, this sum of money is subject to being forfeited to the State.

CASH PERCENTAGE IN LIEU OF BOND

☐ The defendant, acknowledging himself to be indebted to the State of South Carolina in the full amount of _____, his release to be obtained by payment to the court of _____ % (not to exceed 10%) of the full amount of the bond, deposits _____ to secure his release from custody. Should the defendant fail to perform the conditions of this Order, the full amount shall be levied on his real and personal property for the use of the State.

APPEARANCE RECOGNIZANCE WITH SURETY

☐ The defendant will provide good and sufficient surety approved by the court, in the form hereinafter set forth in this Order, acknowledging an indebtedness to the State in the amount of \$400,000.00.

3. That the defendant shall appear at (check one):

☒ the term of COURT OF GENERAL SESSIONS beginning on Friday, March 02, 2012 at 2:00 o'clock, P.M. at CHARLESTON COUNTY JUDICIAL CENTER, 100 BROAD STREET, CHARLESTON and remain there throughout that term of court. If no disposition is made during that term, the defendant shall appear and remain throughout each succeeding term of court until final disposition is made of his case, unless otherwise ordered by the court.

☐ the session of _____ beginning on _____ at _____ o'clock, _____ at _____ If no final disposition is made during that session, the defendant shall appear at such other times and places as ordered by the court.

INITIALS OF DEFENDANT

D Mitchell

4. That the defendant will notify the court promptly if he changes his address from the one contained in this order and he will comply with those conditions described hereinafter in the Order.

12/20/2011 07:14:44 PM
SIGNATURE OF JUDGE Bligen

December 20, 2011

ATTEST: A TRUE COPY
JULIE J. ARMSTRONG (SEAL)
CLERK, C.P., G.S. & F.C.

ORIGINAL AND ONE COPY OF THIS FORM ARE TO BE COMPLETED IN EVERY BAIL PROCEEDING IN WHICH IT IS USED
SCCA/511 (Revised 9/2006) Original Copy For The Trial Court - Copy For The Defendant

DEPUTY CLERK

ACKNOWLEDGEMENT BY DEFENDANT

I understand that if I violate any condition of this Order, a warrant for my arrest will be issued.

I understand and have been informed that I have a right and obligation to be present at trial and should I fail to attend the court, the trial will proceed in my absence.

It has been explained to me that if I fail to appear before the court as required, a warrant for my arrest will be issued.

ADDRESS

CITY/STATE/ZIP

TELEPHONE

SOCIAL SECURITY NUMBER

DRIVER'S LICENSE OR ID NUMBER

12/20/2011 07:15 pm
SIGNATURE OF DEFENDANT DEANGELO MITCHELL

December 20, 2011

DATE

No Attorney on Record

ATTORNEY REPRESENTING ACCUSED (IF KNOWN)

SPECIAL CONDITIONS OF RELEASE

a. ☐ Placement in custody. The defendant is placed in the custody of:

NAME OF PERSON OR ORGANIZATION

ADDRESS

CITY/STATE

ZIP

TELEPHONE

who agrees (1) to supervise the defendant as set forth by the court, (2) to use every effort to assure the appearance of the defendant at all scheduled hearings before the court, and (3) to notify the court immediately in the event the defendant violates any conditions of his release or disappears

SIGNATURE OF CUSTODIAN (IF APPROVED)

DATE

b. ☐ Restrictions on Travel, Association or Residence. The defendant will comply with each of the following conditions:

c. ☐ Part-time Release The defendant will be released from custody from _____ o'clock, _____ to _____ o'clock, _____
TIME AM/PM TIME AM/PM

on _____ on condition that he return to the custody of _____
DATE(S) NAME OF PERSON OR ORGANIZATION

at _____ as designated.
LOCATION

d. ☒ Other Conditions The defendant will comply with the following other conditions of release: **You are required to appear for your 2nd Court Appearance on Friday, May 11, 2012 at 9:00 A.M. at the Court of General Sessions located at 100 Broad Street, Charleston.**

APPEARANCE RECOGNIZANCE WITH SURETY

On the _____ day of _____, _____, personally appeared before the undersigned judge the surety named below who acknowledged himself indebted to the State of South Carolina, in the sum of _____, such sum to be levied on his real and personal property for the use of the State, should named defendant fail in performing the conditions of this Order.

The surety, being duly sworn, says that he is a resident and free holder within the State and is worth the sum acknowledged and underwritten herein, over all his debts and liabilities, and exclusive of property exempt from execution.

NAME OF SURETY BONDSMAN

TELEPHONE

SIGNATURE OF SURETY BONDSMAN

ADDRESS OF SURETY BONDSMAN

CITY/STATE/ZIP

NAME OF INSURANCE COMPANY

ADDRESS OF INSURANCE COMPANY

CITY/STATE/ZIP

Form Approved by SC Attorney General
Section 17-1-10
Revised 8/2009

12/20/2011 07:14:48 pm

SIGNATURE OF JUDGE Bhigen

December 20, 2011

DATE

SEAL & SIGNATURE OF CLERK
ATTEST: A TRUE COPY
JULIE J. ARMSTRONG (SEAL)
CLERK, C.P., G.S. & J.C.
By _____
DEPUTY CLERK

M 995020 / m995386-387
Criminal Charging Document No.

BAIL PROCEEDING
FORM II

STATE OF SOUTH CAROLINA
COUNTY OF Charleston

IN THE ☒ COURT OF GENERAL SESSIONS
☐ MAGISTRATE COURT
☐ MUNICIPAL COURT OF _____

STATE OF SOUTH CAROLINA

ORDER SPECIFYING METHODS AND CONDITIONS OF RELEASE

Decangelo Mitchell
NAME OF DEFENDANT

Offense Charged: Trafficking Cocaine 10g or more / Manslaughter -
Involuntary / Dist Cocaine

At a bail proceeding conducted by the undersigned judge, for the defendant named above, it was determined by the court (check one or both):

- ☐ The release of the defendant on recognizance will not reasonably assure his appearance as required.
☐ The release of the defendant on recognizance will result in an unreasonable danger to the community.

This determination was based upon the following findings of fact: _____

[Considerations: Nature and circumstances of the offense charged, the defendant's family ties, employment, financial resources, character and mental condition, the length of his residence in the community, his record of convictions, and any record of flight to avoid prosecution or failure to appear at other court proceedings.]

THEREFORE, IT IS HEREBY ORDERED:

1. That the above named defendant be released from custody on the condition that he will personally appear before the designated court at the place, date and time required to answer the charge made against him and do what shall be ordered by the court and not depart the State without the permission of the court and be of good behavior.
2. That the above named defendant be released from custody provided as follows:

CASH IN LIEU OF BOND

- ☐ The defendant, acknowledges himself to be indebted to the State of South Carolina in the sum of _____ to secure his release from custody. Should the defendant fail to comply with all terms and conditions of this Order, this sum of money is subject to being forfeited to the State.

CASH PERCENTAGE IN LIEU OF BOND

- ☐ The defendant, acknowledging himself to be indebted to the State of South Carolina in the full amount of _____, his release to be obtained by payment to the court of _____ % (not to exceed 10%) of the full amount of the bond, deposits _____ to secure his release from custody. Should the defendant fail to perform the conditions of this Order, the full amount shall be levied on his real and personal property for the use of the State.

APPEARANCE RECOGNIZANCE WITH SURETY

- ☒ The defendant will provide good and sufficient surety approved by the court, in the form hereinafter set forth in this Order, acknowledging an indebtedness to the State in the amount of 150,000.

3. That the defendant shall appear at (check one):

- ☐ the term of _____ COURT OF GENERAL SESSIONS beginning on _____
at _____ o'clock, _____ M, at _____
and remain there throughout that term of court. If no disposition is made during that term, the defendant shall appear and remain throughout each succeeding term of court until final disposition is made of his case, unless otherwise ordered by the court.
- ☐ the session of ☐ MAGISTRATE COURT ☐ MUNICIPAL COURT beginning on _____
at _____ o'clock, _____ M, at _____
If no final disposition is made during that session, the defendant shall appear at such other times and places as ordered by the court.

INITIALS OF DEFENDANT _____

4. That the defendant will notify the court promptly if he changes his address from the one contained in this order and he will comply with those conditions described hereinafter in the Order.

See Order attached
SIGNATURE OF JUDGE

DATE

ACKNOWLEDGEMENT BY DEFENDANT

I understand that if I violate any condition of this Order, a warrant for my arrest will be issued.

I understand and have been informed that I have a right and obligation to be present at trial and should I fail to attend the court, the trial will proceed in my absence.

It has been explained to me that if I fail to appear before the court as required, a warrant for my arrest will be issued.

ADDRESS _____ SIGNATURE OF DEFENDANT _____
CITY/STATE/ZIP _____ TELEPHONE _____ DATE _____
SOCIAL SECURITY NUMBER _____ DRIVER'S LICENSE OR ID NUMBER _____ ATTORNEY REPRESENTING ACCUSED (IF KNOWN) _____

SPECIAL CONDITIONS OF RELEASE

a. ☐ Placement in custody. The defendant is placed in the custody of: _____ NAME OF PERSON OR ORGANIZATION _____

ADDRESS _____ CITY/STATE _____ ZIP _____ TELEPHONE _____
who agrees (1) to supervise the defendant as set forth by the court, (2) to use every effort to assure the appearance of the defendant at all scheduled hearings before the court, and (3) to notify the court immediately in the event the defendant violates any conditions of his release or disappears.

SIGNATURE OF CUSTODIAN (IF APPROVED) _____

DATE _____

b. ☐ Restrictions on Travel, Association or Residence. The defendant will comply with each of the following conditions: _____

c. ☐ Part-time Release. The defendant will be released from custody from _____ o'clock, _____ to _____ o'clock, _____
on _____ on condition that he return to the custody of _____
at _____ DATE(S) _____ NAME OF PERSON OR ORGANIZATION _____
as designated.
LOCATION _____

d. ☐ Other Conditions. The defendant will comply with the following other conditions of release: _____

APPEARANCE RECOGNIZANCE WITH SURETY

On the 13th day of February, 2012, personally appeared before the undersigned judge the surety named below who acknowledged himself indebted to the State of South Carolina, in the sum of _____, such sum to be levied on his real and personal property for the use of the State, should named defendant fail in performing the conditions of this Order.

The surety, being duly sworn, says that he is a resident and free holder within the State and is worth the sum acknowledged and underwritten herein, over all his debts and liabilities, and exclusive of property exempt from execution.

Frances C. Jenkins 795-1434
NAME OF SURETY BONDSMAN TELEPHONE

SIGNATURE OF SURETY BONDSMAN _____

616 Wappoo Rd.
ADDRESS OF SURETY BONDSMAN
Charleston SC 29407
CITY/STATE/ZIP

See Order
SIGNATURE OF JUDGE

Palmetto Surety
NAME OF INSURANCE COMPANY
126 Seven Farms Dr. Suite 170
ADDRESS OF INSURANCE COMPANY
Charleston SC 29492
CITY/STATE/ZIP

DATE 2-13-2012

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

FILED

PRELIMINARY HEARING COURT
NINTH JUDICIAL CIRCUIT

State of South Carolina

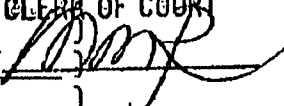
2012 JAN 26 AM 9:12

vs

JULIE J. ARMSTRONG
CLERK OF COURT

ORDER

Mitchell, Deangelo
Defendant

BY 

Warrant Number/Charge

Current Bond

M 995020 Trafficking Cocaine

\$ 50,000 su Lombard

M 995386 Manslaughter

\$ 100,000 su Bligen

M 995387 Dist Cocaine

\$ 300,000 su Bligen

☐ See Attached Sheet for Additional Charges

This matter is before the court on a motion to reconsider or modify a bond set or denied by a summary court judge. Pursuant to the administrative order of the Chief Justice, these proceedings have been centralized before the Preliminary Hearing Court for a recommendation and/or order. Notice of this proceeding has been provided as required by law or court rules.

The undersigned has considered the following factors:

- ☒ Nature of offense: Violent Danger to any person/community: nature of off. Yes
- ☒ Family Ties: 23yrs. family Time in Community: life
- ☒ Employment: Pearlo Catering Prior Flight/Failure to Appear: no
- ☒ Drug/Alcohol/Mental History: drugs
- ☒ Criminal History: Poss crack 2nd. Distrib cocaine x 2
- ☐ Current Probation/Parole: _____
- ☐ Change of Circumstances: _____
- ☒ Other matters considered: ☒ State Consents ☐ State Objects to any Changes

Having fully considered this matter, the preliminary hearing judge orders the following:

- ☐ That the motion to reconsider/modify bond is hereby denied
- ☒ That the motion to reconsider/modify bond is granted as follows:
 - ☒ Consolidated Bond
 - ☐ Separate Bonds
 - ☒ Other Conditions: \$ 150,000 surety/24 hour house arrest at 4107 Blanton St. N. Charleston, SC. with passive satellite monitoring other than work, medical, atty, court and church escorted with family member/girlfriend.

IT IS SO ORDERED

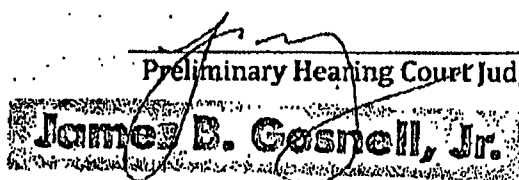
Date: January 25, 2012

Solicitor: Larry Todd, Esq.

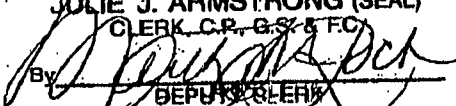
Attorney: Robert Howe, Esq.

Officer: Bailey, NCPD

Preliminary Hearing Court Judge


James B. Gosnell, Jr.

ATTEST: A TRUE COPY
JULIE J. ARMSTRONG (SEAL)
CLERK C.P., C.S. & F.C.

By 

DEPUTY CLERK

COURT OF COMMON PLEAS
AND GENERAL SESSIONS
100 BROAD STREET, SUITE 106
CHARLESTON, S.C. 29401-2258
(843) 958-5000
(843) 958-5020 FAX
www3.charlestoncounty.org



FAMILY COURT OF THE
NINTH JUDICIAL CIRCUIT
CHARLESTON COUNTY
100 BROAD STREET, SUITE 143
CHARLESTON, S.C. 29401-2265
(843) 958-4400
(843) 958-4434 FAX
www3.charlestoncounty.org

JULIE J. ARMSTRONG
CLERK OF COURT
CHARLESTON COUNTY

DATE: 2/13/2012

CHIEF MITCH LUCAS
CHARLESTON COUNTY DETENTION CENTER
CHARLESTON, SOUTH CAROLINA

DEAR SIR:

THIS IS YOUR AUTHORITY TO RELEASE FROM CUSTODY AT THIS TIME

Deangelo Mitchell

SUFFICIENT BOND HAVING BEEN POSTED WITH THE COURT.

Warrant Numbers: M995020 M995386 M995387

Bond Amount: \$150,000.00

Bonding Company: "AA" Acc Bail By Frances

NOTE: PR BOND MUST BE SIGNED AT THE JAIL BY DEFENDANT BEFORE BEING RELEASED

YOURS TRULY,

Julie J. Armstrong
CLERK OF COURT OF CHARLESTON COUNTY

JJA/MDG

4. The State is cognizant of the presumption of innocence that this Defendant and all persons charged with criminal acts are afforded. The State submits, however, that a magistrate court found probable cause to believe the Defendant has violated the criminal laws of this state. Therefore, the State submits there is probable cause to believe that the Defendant violated the "good behavior" requirement of the bond contract in the above captioned matter.
5. The State avers that Defendant is an unreasonable danger to the community considering the seriousness of the offense for which he was granted bail.
6. The State is requesting that the defendant's bond in the above captioned matter be revoked or in the alternative modified due to his continuous disregard for the law and dangerousness to society.


E. Culver Kidd
Assistant Solicitor
Ninth Judicial Circuit

FILED
2012 JUL -9 PM 2:1
JULIE J. ARMSTRONG
CLERK OF COURT
B

**Robert Howe, Esquire,
Attorney for Defendant**

Exhibit A

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

FILED

PRELIMINARY HEARING COURT
NINTH JUDICIAL CIRCUIT

State of South Carolina

2012 JAN 26 AM 9:12

vs

JULIE J. ARMSTRONG
CLERK OF COURT

ORDER

Mitchell, Deangelo
Defendant

BY

[Signature]

Warrant Number/Charge

Current Bond

M 995020 Trafficking Cocaine

\$ 50,000 su Lombard

M 995386 Manslaughter

\$ 100,000 su Bligen

M 995387 Dist Cocaine

\$ 300,000 su Bligen

☐ See Attached Sheet for Additional Charges

This matter is before the court on a motion to reconsider or modify a bond set or denied by a summary court judge. Pursuant to the administrative order of the Chief Justice, these proceedings have been centralized before the Preliminary Hearing Court for a recommendation and/or order. Notice of this proceeding has been provided as required by law or court rules.

The undersigned has considered the following factors:

- ☒ Nature of offense: Violent Danger to any person/community: nature of off. Yes
- ☒ Family Ties: 23yrs. family Time in Community: life
- ☒ Employment: Pearlo Catering Prior Flight/Failure to Appear: no
- ☒ Drug/Alcohol/Mental History: drugs
- ☒ Criminal History: Poss crack 2nd. Distrib cocaine x 2
- ☐ Current Probation/Parole: _____
- ☐ Change of Circumstances: _____
- ☒ Other matters considered: ☒ State Consents ☐ State Objects to any Changes

Having fully considered this matter, the preliminary hearing judge orders the following:

- ☐ That the motion to reconsider/modify bond is hereby denied
- ☒ That the motion to reconsider/modify bond is granted as follows:

- ☒ Consolidated Bond
- ☐ Separate Bonds
- ☒ Other Conditions: See with passive satellite monitoring other than work, medical, family, court and child-restricted area

IT IS SO ORDERED

Date: January 25, 2012

Solicitor: Larry Todd, Esq.

Attorney: Robert Howe, Esq.

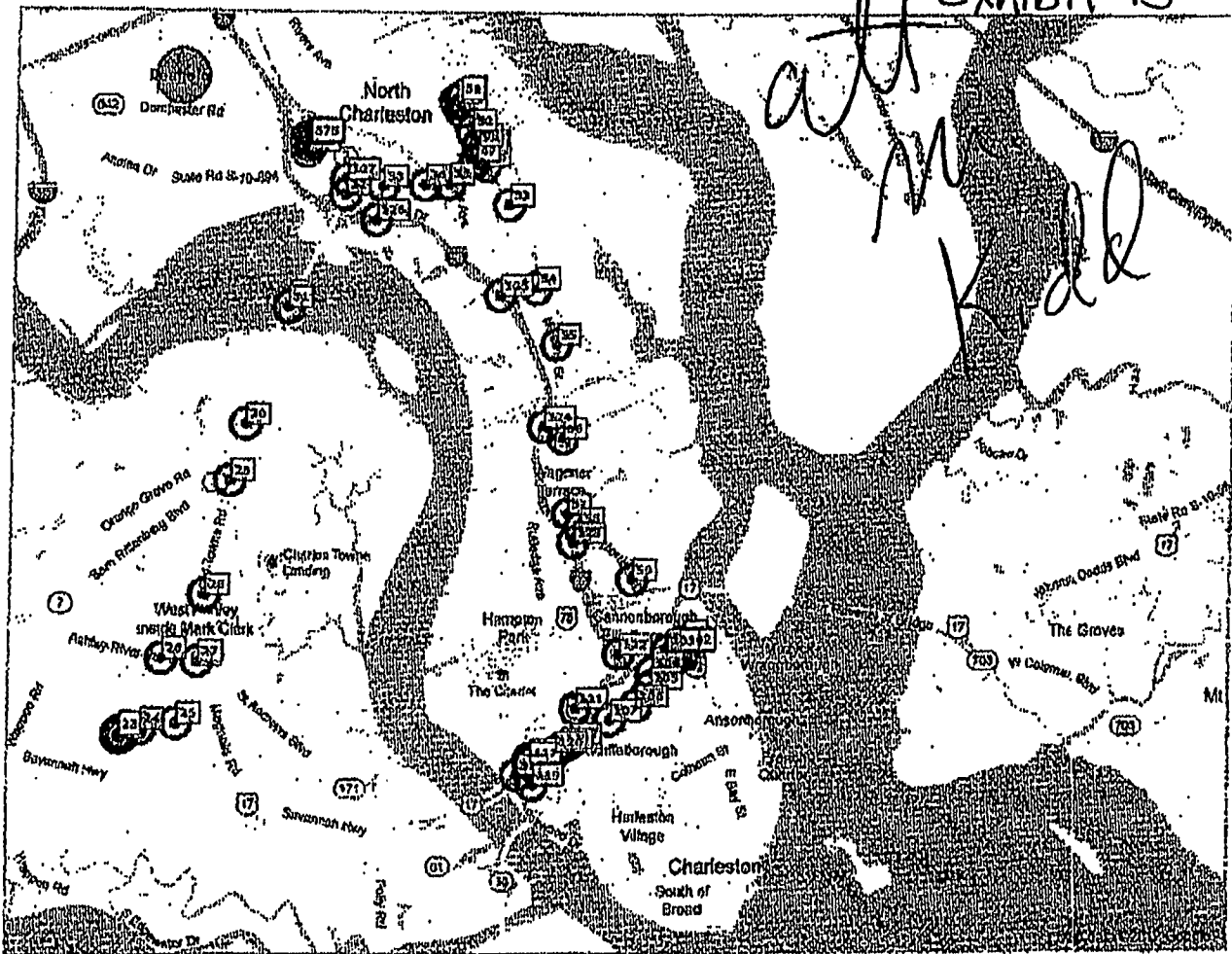
Officer: Bailey, NCPD

Preliminary Hearing Court Judge

[Signature]
James B. Cosnell, Jr.

07/09/2012 04:40 -- 07/09/2012 06:40

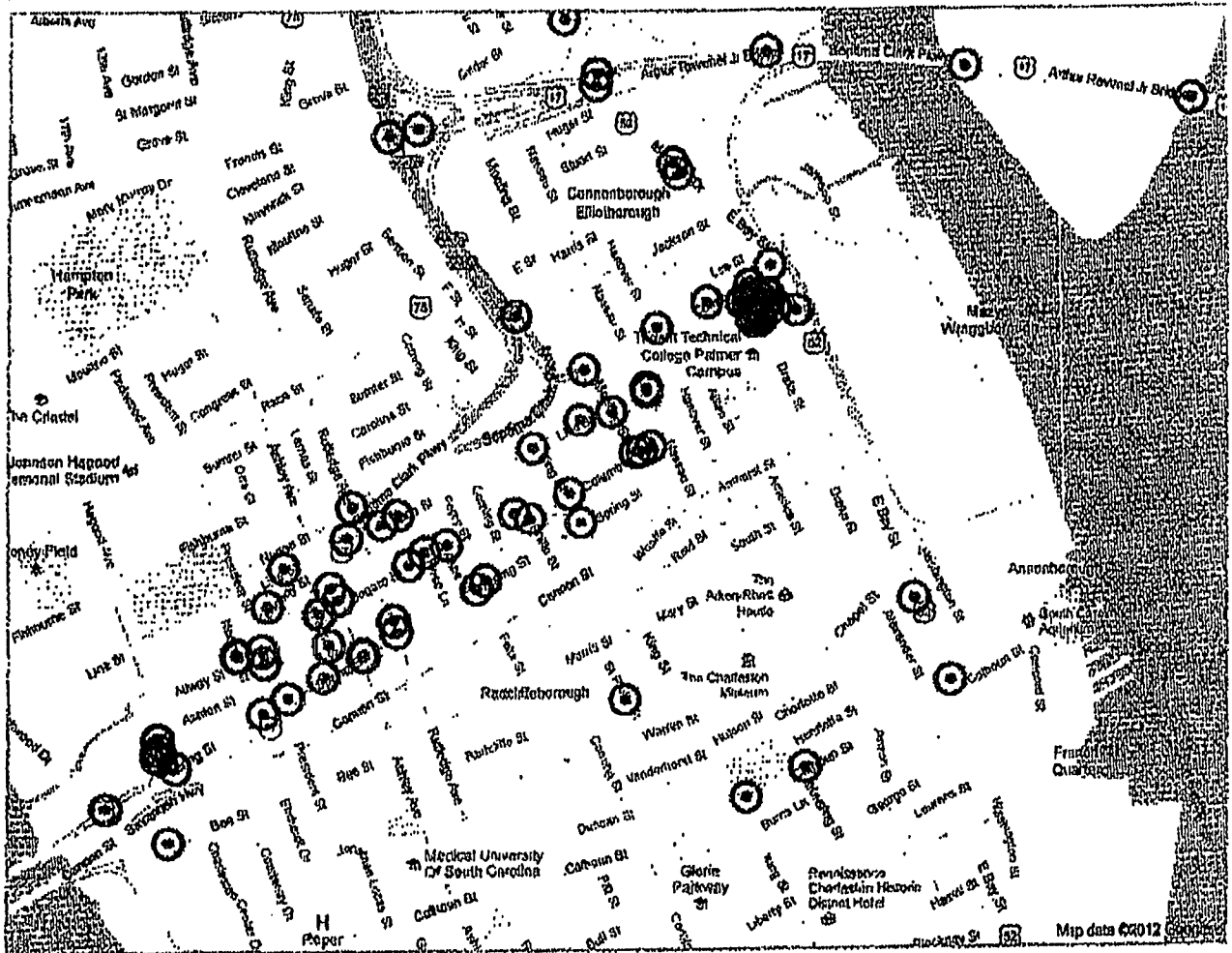
Exhibit B
att
m
K d l



Tracks for DEANGELO MITCHELL										
#	TRACK DATE (LOCAL)	TYPE	LATITUDE	LONGITUDE	SPEED	SATS IN VIEW	SATS USED	HDOP	GSM	EVENTS
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3	07/06/2012 22:53:48	GPS	32.790063	-80.00667	0	9	6	7	18	12
4	07/06/2012 22:54:46	GPS	32.790073	-80.006665	0	9	6	7	13	12
5	07/06/2012 22:55:47	GPS	32.79	-80.006721	0	9	8	7	20	12
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https://www.veritracks.com/Code/Mapping/printMap.aspx?test=07/09/2012 04:40 -- 07/09/2012 06:40

1/1



Tracks for DEANGELO MITCHELL

#	TRACK DATE (LOCAL)	TYPE	LATITUDE	LONGITUDE	SPEED	SATS IN VIEW	SATS USED	HDOP	GSM	EVENTS
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3	07/06/2012 20:42:47	GPS	32.858212	-80.001787	0	8	7	8	17	
4	07/06/2012 20:43:48	GPS	32.858224	-80.001836	0	8	7	6	15	
5	07/06/2012 20:44:49	GPS	32.858247	-80.001814	0	8	7	6	15	
6	07/06/2012 20:44:49	GPS	32.858227	-80.001781	0	8	7	6	12	
7	07/06/2012 20:46:50	GPS	32.85819	-80.001803	0	8	7	6	14	
8	07/06/2012 20:47:51	GPS	32.858242	-80.001813	0	8	7	6	14	
9	07/06/2012 20:48:51	GPS	32.858221	-80.001791	0	8	7	6	11	
10	07/06/2012 20:49:32	GPS	32.858288	-80.001728	0	8	7	6	11	
11	07/06/2012 20:50:53	GPS	32.858216	-80.001777	0	8	7	6	11	
12	07/06/2012 20:51:33	GPS	32.858266	-80.001752	0	7	6	6	14	
13	07/06/2012 20:52:34	GPS	32.858104	-80.001820	0	8	6	13	14	
14	07/06/2012 20:53:35	GPS	32.858276	-80.001802	0	7	6	6	14	
15	07/06/2012 20:54:55	GPS	32.85822	-80.001742	0	7	6	6	14	
16	07/06/2012 20:55:56	GPS	32.858261	-80.001787	0	8	7	6	14	
17	07/06/2012 20:56:37	GPS	32.858257	-80.001704	0	9	8	6	9	
18	07/06/2012 20:57:39	GPS	32.858259	-80.00174	0	8	8	6	14	
19	07/06/2012 20:59:00	GPS	32.858259	-80.001756	0	8	8	6	14	
20	07/06/2012 21:00:01	GPS	32.858335	-80.001775	0	8	8	6	12	
21	07/06/2012 21:01:01	GPS	32.858167	-80.001741	0	8	8	6	12	
22	07/06/2012 21:02:02	GPS	32.858324	-80.001842	0	8	8	6	10	
23	07/06/2012 21:03:03	GPS	32.858308	-80.001793	0	9	8	6	6	
24	07/06/2012 21:04:03	GPS	32.858244	-80.001727	0	9	8	6	12	
25	07/06/2012 21:05:04	GPS	32.858251	-80.001722	0	8	8	6	15	

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92	07/06/2012 22:12:59	GPS	32.703293	-79.947328	1	9	9	6	12	12
93	07/06/2012 22:13:58	GPS	32.702015	-79.946907	6	7	8	6	6	12
94	07/06/2012 22:14:59	GPS	32.703033	-79.947366	7	9	8	6	6	12
95	07/06/2012 22:15:59	GPS	32.70971	-79.948406	4	9	8	6	17	12
96	07/06/2012 22:17:00	GPS	32.706829	-79.954395	21	10	7	5	22	12
97	07/06/2012 22:18:00	GPS	32.701327	-79.969993	46	11	8	8	23	12
98	07/06/2012 22:19:01	GPS	32.779059	-79.973084	25	8	6	7	19	12
99	07/06/2012 22:20:02	GPS	32.781417	-79.981057	26	6	6	6	9	12
100	07/06/2012 22:21:03	GPS	32.782839	-79.980012	36	8	6	7	13	12
101	07/06/2012 22:22:03	GPS	32.784389	-79.988897	32	6	6	7	15	12
102	07/06/2012 22:23:04	GPS	32.786137	-80.003075	15	8	6	7	19	12
103	07/06/2012 22:24:04	GPS	32.788478	-80.006146	14	7	6	7	15	12
104	07/06/2012 22:25:05	GPS	32.79007	-80.007009	7	6	6	7	12	12
105	07/06/2012 22:26:06	GPS	32.790057	-80.007057	0	6	6	7	12	12
106	07/06/2012 22:27:06	GPS	32.790163	-80.006055	1	8	7	7	12	12
107	07/06/2012 22:28:13	GPS	32.790216	-80.006782	0	8	7	7	14	12
108	07/06/2012 22:29:10	GPS	32.78001	-80.006796	0	9	7	7	12	12
109	07/06/2012 22:31:15	GPS	32.789979	-80.006756	0	3	3	7	10	12
110	07/06/2012 22:33:30	GPS	32.789957	-80.006881	0	3	3	12	0	12
111	07/06/2012 22:35:35	GPS	32.790112	-80.006038	0	4	4	6	9	12
112	07/06/2012 22:38:37	GPS	32.789941	-80.00669	0	3	4	7	7	12
113	07/06/2012 22:39:41	GPS	32.790038	-80.006796	0	4	3	15	7	12
114	07/06/2012 22:50:42	GPS	32.789759	-80.006969	0	5	3	12	6	12
115	07/06/2012 22:51:41	GPS	32.789866	-80.006728	0	4	3	27	10	12
116	07/06/2012 22:53:46	GPS	32.790065	-80.00667	0	9	6	7	18	12
117	07/06/2012 22:54:46	GPS	32.790073	-80.006665	0	9	6	7	13	12
118	07/06/2012 22:55:47	GPS	32.79	-80.006721	0	9	8	7	20	12
119	07/06/2012 22:58:47	GPS	32.790092	-80.006702	0	9	8	7	11	12
120	07/06/2012 22:57:48	GPS	32.789982	-80.006768	0	9	8	7	11	12
121	07/06/2012 22:58:49	GPS	32.790007	-80.006621	0	9	8	7	11	12
122	07/06/2012 22:59:49	GPS	32.790007	-80.006632	0	7	6	7	9	12
123	07/06/2012 23:00:54	GPS	32.790007	-80.006793	0	2	4	7	7	12
124	07/06/2012 23:03:06	GPS	32.79021	-80.006631	0	5	4	9	10	12
125	07/06/2012 23:04:10	GPS	32.789975	-80.006641	0	7	6	9	8	12
126	07/06/2012 23:06:11	GPS	32.790025	-80.00658	0	5	4	16	6	12
127	07/06/2012 23:07:12	GPS	32.79001	-80.006561	0	6	6	7	13	12
128	07/06/2012 23:08:13	GPS	32.789999	-80.006626	0	9	8	7	11	12
129	07/06/2012 23:09:13	GPS	32.790063	-80.00689	0	7	6	7	11	12
130	07/06/2012 23:11:22	GPS	32.789731	-80.006725	0	4	4	21	10	12
131	07/06/2012 23:12:27	GPS	32.790029	-80.00583	0	6	5	11	10	12
132	07/06/2012 23:13:34	GPS	32.790107	-80.006671	0	3	3	11	8	12
133	07/06/2012 23:14:39	GPS	32.790116	-80.006932	0	3	3	11	8	12
134	07/06/2012 23:15:39	GPS	32.789777	-80.006885	1	3	3	11	8	12
135	07/06/2012 23:16:39	GPS	32.790063	-80.007077	1	9	8	5	17	12
136	07/06/2012 23:17:40	GPS	32.789916	-80.007075	0	9	7	5	15	12
137	07/06/2012 23:18:41	GPS	32.790307	-80.004321	10	8	8	5	12	12
138	07/06/2012 23:19:47	GPS	32.791221	-79.990784	15	8	8	5	12	12
139	07/06/2012 23:20:42	GPS	32.797749	-80.001768	27	9	8	5	18	12
140	07/06/2012 23:21:42	GPS	32.797569	-79.99722	16	9	8	5	12	12
141	07/06/2012 23:22:43	GPS	32.804084	-79.986574	26	9	8	5	19	12
142	07/06/2012 23:23:43	GPS	32.819956	-79.993669	49	9	8	5	20	12
143	07/06/2012 23:24:44	GPS	32.821699	-79.991831	24	9	8	5	14	12
144	07/06/2012 23:25:45	GPS	32.833684	-79.986627	52	10	8	5	16	12
145	07/06/2012 23:26:40	GPS	32.845152	-79.979595	50	9	8	5	12	12
146	07/06/2012 23:27:46	GPS	32.846055	-79.974813	16	9	8	5	16	12
147	07/06/2012 23:28:47	GPS	32.846144	-79.989497	19	10	8	5	21	12
148	07/06/2012 23:29:48	GPS	32.84623	-79.986355	10	10	8	5	18	12
149	07/06/2012 23:30:48	GPS	32.848167	-79.981738	17	7	6	6	13	12
150	07/06/2012 23:31:49	GPS	32.853758	-79.964989	25	10	8	5	17	12
151	07/06/2012 23:32:50	GPS	32.855118	-79.965015	5	10	8	5	17	12
152	07/06/2012 23:33:50	GPS	32.854666	-79.965626	2	10	8	5	23	12
153	07/06/2012 23:34:51	GPS	32.849443	-79.962387	23	10	8	5	14	12
154	07/06/2012 23:35:51	GPS	32.849673	-79.962025	1	8	8	5	11	12
155	07/06/2012 23:36:52	GPS	32.849669	-79.961890	0	6	6	14	11	12
156	07/06/2012 23:37:53	GPS	32.84971	-79.962042	0	8	7	9	14	12
157	07/06/2012 23:39:00	GPS	32.84949	-79.962124	0	8	7	9	11	12

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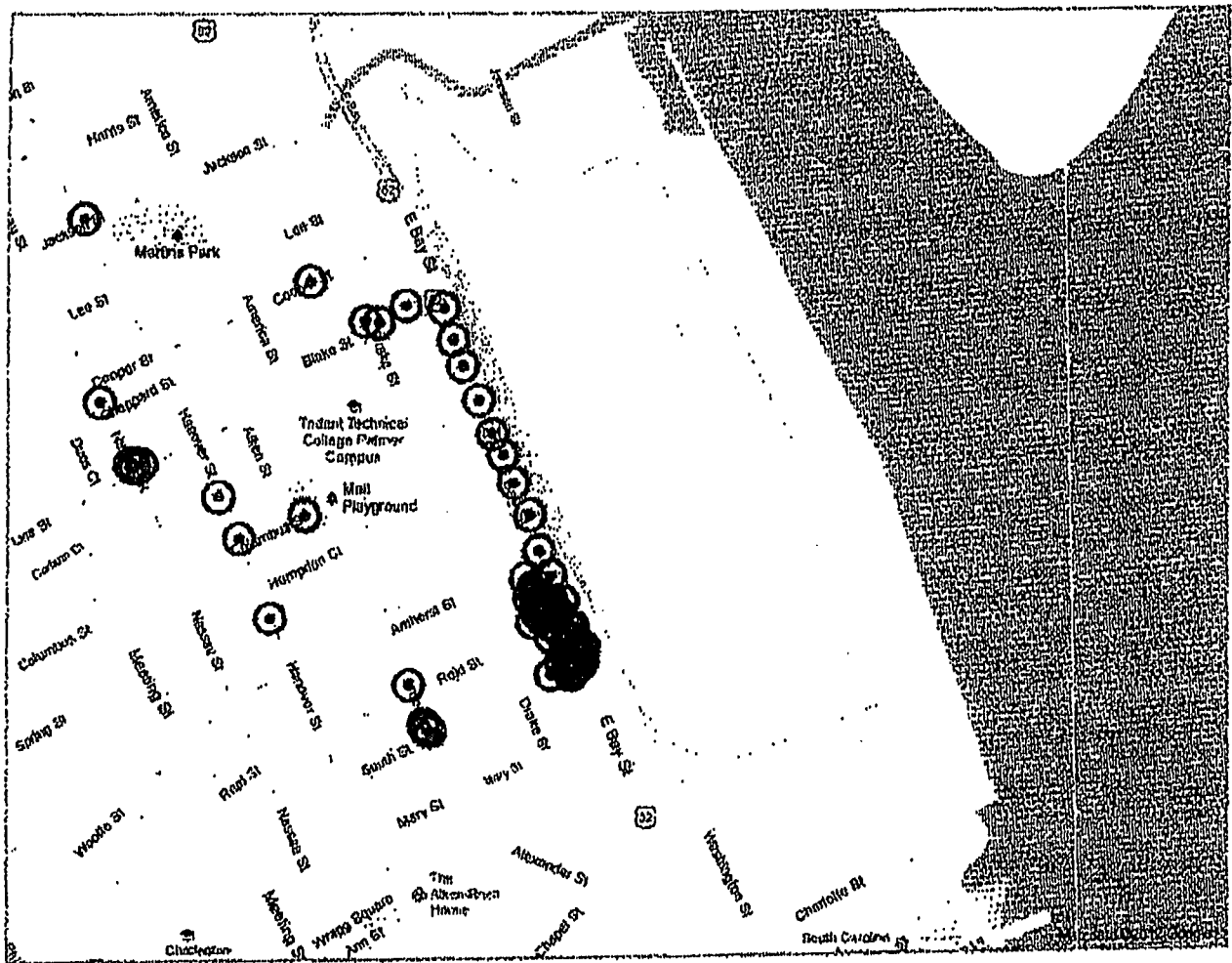
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26	07/06/2012 23:20:42	GPS	32.797749	-70.001768	27	9	8	5	18	12
27	07/06/2012 23:21:42	GPS	32.797589	-70.99722	16	9	8	5	12	12
28	07/06/2012 23:22:43	GPS	32.804094	-70.996574	26	9	8	5	19	12
29	07/06/2012 23:23:43	GPS	32.815856	-70.993669	49	9	8	5	20	12
30	07/06/2012 23:24:44	GPS	32.821609	-70.991031	24	9	8	5	14	12
31	07/06/2012 23:25:49	GPS	32.833684	-70.986627	32	10	8	5	16	12
32	07/06/2012 23:26:46	GPS	32.845152	-70.979595	50	9	8	5	12	12
33	07/06/2012 23:27:46	GPS	32.846055	-70.974913	16	9	8	5	16	12
34	07/06/2012 23:28:47	GPS	32.846144	-70.969497	10	10	8	5	21	12
35	07/06/2012 23:29:48	GPS	32.84623	-70.966358	10	10	8	5	10	12
36	07/06/2012 23:30:48	GPS	32.848167	-70.961738	17	7	6	6	15	12
37	07/06/2012 23:31:49	GPS	32.853750	-70.964989	28	10	8	5	17	12
38	07/06/2012 23:32:50	GPS	32.855110	-70.965015	5	10	8	5	17	12
39	07/06/2012 23:33:50	GPS	32.854666	-70.965626	2	10	8	5	23	12
40	07/06/2012 23:34:51	GPS	32.849443	-70.962397	23	10	8	5	11	12
41	07/06/2012 23:35:51	GPS	32.849673	-70.962025	1	8	8	5	11	12
42	07/06/2012 23:36:52	GPS	32.849609	-70.96190	0	6	6	14	11	12
43	07/06/2012 23:37:53	GPS	32.84971	-70.962042	0	9	7	9	14	12
44	07/06/2012 23:39:00	GPS	32.84949	-70.962124	0	8	7	9	11	12
45	07/06/2012 23:39:56	GPS	32.848658	-70.963000	4	6	6	9	11	12
46	07/06/2012 23:40:56	GPS	32.848682	-70.963119	0	7	6	11	11	12
47	07/06/2012 23:41:56	GPS	32.848684	-70.963142	0	7	7	11	11	12
48	07/06/2012 23:42:57	GPS	32.850353	-70.962724	6	9	7	11	22	12
49	07/06/2012 23:43:52	GPS	32.854915	-70.965235	21	8	7	9	16	12
50	07/06/2012 23:44:58	GPS	32.854917	-70.965133	0	8	8	9	16	12
51	07/06/2012 23:45:59	GPS	32.854892	-70.965174	0	8	8	9	16	12
52	07/06/2012 23:47:00	GPS	32.851826	-70.963874	13	9	8	9	14	12
53	07/06/2012 23:48:00	GPS	32.844092	-70.958667	33	10	8	7	12	12
54	07/06/2012 23:49:01	GPS	32.835709	-70.955019	38	10	8	7	10	12
55	07/06/2012 23:50:02	GPS	32.830123	-70.952399	24	10	8	7	21	12
56	07/06/2012 23:51:02	GPS	32.820527	-70.951294	39	10	8	7	24	12
57	07/06/2012 23:52:03	GPS	32.812616	-70.950571	31	9	8	7	16	12
58	07/06/2012 23:53:04	GPS	32.811248	-70.948879	8	10	8	7	16	12
59	07/06/2012 23:54:09	GPS	32.805908	-70.942037	31	9	6	8	26	12
60	07/06/2012 23:55:09	GPS	32.799745	-70.935278	31	10	8	7	14	12
61	07/06/2012 23:56:09	GPS	32.798781	-70.935048	4	9	8	7	12	12
62	07/06/2012 23:57:10	GPS	32.798739	-70.935853	0	8	7	7	12	12
63	07/06/2012 23:58:11	GPS	32.79868	-70.935805	0	7	6	12	12	12
64	07/06/2012 23:59:11	GPS	32.798673	-70.935773	0	8	8	6	15	12
65	07/07/2012 00:00:12	GPS	32.79854	-70.935715	0	9	9	6	12	12
66	07/07/2012 00:01:13	GPS	32.798384	-70.935610	0	9	9	4	15	12
67	07/07/2012 00:02:14	GPS	32.798445	-70.935636	0	8	9	4	15	12
68	07/07/2012 00:03:14	GPS	32.798369	-70.935662	0	9	8	4	19	12
69	07/07/2012 00:04:15	GPS	32.798481	-70.935776	0	9	9	4	21	12
70	07/07/2012 00:05:15	GPS	32.798297	-70.935575	1	9	7	4	19	12
71	07/07/2012 00:06:16	GPS	32.798402	-70.935685	0	8	8	6	16	12
72	07/07/2012 00:07:17	GPS	32.798527	-70.935666	0	9	9	6	16	12
73	07/07/2012 00:08:18	GPS	32.798543	-70.935804	0	7	7	6	16	12
74	07/07/2012 00:09:23	GPS	32.798655	-70.935760	0	8	8	8	10	12
75	07/07/2012 00:10:21	GPS	32.798673	-70.935765	0	10	8	6	13	12
76	07/07/2012 00:11:21	GPS	32.798698	-70.935789	0	7	9	6	12	12
77	07/07/2012 00:12:22	GPS	32.798674	-70.935819	0	8	8	6	13	12
78	07/07/2012 00:13:22	GPS	32.798731	-70.935831	0	8	8	6	13	12
79	07/07/2012 00:14:23	GPS	32.798736	-70.935795	0	9	8	6	13	12
80	07/07/2012 00:15:24	GPS	32.798667	-70.93570	0	10	8	6	13	12
81	07/07/2012 00:16:25	GPS	32.79872	-70.935818	0	7	7	6	13	12
82	07/07/2012 00:17:25	GPS	32.798731	-70.93582	0	8	8	6	15	12
83	07/07/2012 00:18:26	GPS	32.798734	-70.935815	0	9	8	6	15	12
84	07/07/2012 00:19:26	GPS	32.798889	-70.935803	0	7	7	6	12	12
85	07/07/2012 00:20:27	GPS	32.798857	-70.9358	0	8	8	6	10	12
86	07/07/2012 00:21:30	GPS	32.798888	-70.93578	0	9	8	6	12	12
87	07/07/2012 00:22:30	GPS	32.798856	-70.9358	0	9	9	6	14	12
88	07/07/2012 00:23:31	GPS	32.798872	-70.935797	0	10	9	6	14	12
89	07/07/2012 00:24:32	GPS	32.798886	-70.935772	0	6	6	6	14	12
90	07/07/2012 00:25:32	GPS	32.798874	-70.935792	0	8	8	6	16	12
91	07/07/2012 00:26:33	GPS	32.798865	-70.935821	0	8	8	6	13	12
92	07/07/2012 00:27:34	GPS	32.798877	-70.935805	0	9	7	6	13	12

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Tracks for DEANGELO MITCHELL

#	TRACK DATE (LOCAL)	TYPE	LATITUDE	LONGITUDE	SPEED	SATS IN VIEW	SATS USED	HDOP	GSM	EVENTS
1	07/07/2012 22:40:50	GPS	32.79482	-79.932853	0	7	9	7	9	12
2	07/07/2012 22:41:51	GPS	32.794889	-79.932804	0	6	5	7	8	12
3	07/07/2012 22:42:52	GPS	32.7949	-79.932884	0	6	6	7	10	12
4	07/07/2012 22:43:57	GPS	32.794946	-79.932860	0	5	4	7	10	12
5	07/07/2012 22:44:57	GPS	32.794905	-79.93293	0	7	7	7	10	12
6	07/07/2012 22:45:58	GPS	32.794812	-79.932958	0	7	6	7	12	12
7	07/07/2012 22:46:59	GPS	32.794811	-79.932861	0	5	5	7	12	12
8	07/07/2012 22:47:59	GPS	32.794842	-79.932925	0	3	3	7	9	12
9	07/07/2012 22:49:00	GPS	32.794773	-79.93285	0	6	6	7	9	12
10	07/07/2012 22:50:01	GPS	32.794912	-79.932827	0	4	3	7	11	12
11	07/07/2012 22:51:01	GPS	32.794793	-79.932842	0	5	5	7	11	12
12	07/07/2012 22:52:02	GPS	32.794706	-79.932828	0	5	5	7	11	12
13	07/07/2012 22:53:02	GPS	32.794793	-79.932805	0	5	3	27	11	12
14	07/07/2012 22:54:03	GPS	32.79489	-79.932834	0	6	5	19	11	12
15	07/07/2012 22:55:04	GPS	32.79492	-79.93287	0	6	6	8	8	12
16	07/07/2012 22:56:04	GPS	32.794885	-79.932845	0	7	6	8	10	12
17	07/07/2012 22:57:05	GPS	32.794837	-79.932851	0	5	3	8	8	12
18	07/07/2012 22:58:06	GPS	32.794919	-79.932833	0	8	7	8	10	12
19	07/07/2012 22:59:10	GPS	32.794866	-79.932846	0	5	4	8	10	12
20	07/07/2012 23:00:10	GPS	32.794928	-79.932826	0	6	4	8	10	12
21	07/07/2012 23:01:11	GPS	32.794837	-79.932789	0	6	4	23	12	12
22	07/07/2012 23:02:12	GPS	32.794981	-79.932832	0	4	3	29	7	12
23	07/07/2012 23:03:12	GPS	32.794789	-79.932814	0	8	6	6	10	12
24	07/07/2012 23:04:13	GPS	32.795008	-79.932805	0	5	4	11	10	12
25	07/07/2012 23:05:14	GPS	32.794832	-79.932852	0	7	5	12	11	12

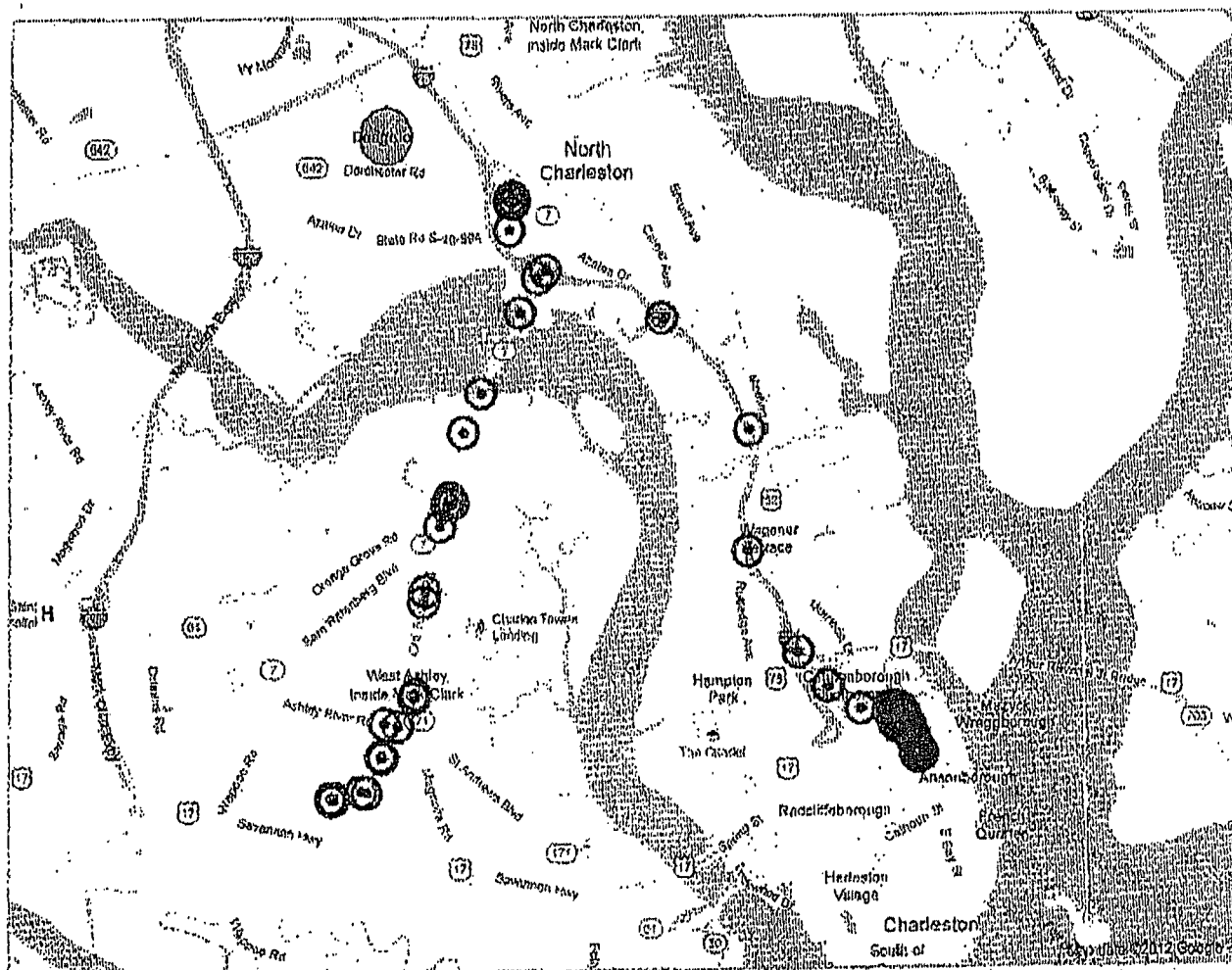
225	07/07/2012 00:47:49	GPS	32.787317	-79.954892	1	9	9	4	16	12
226	07/07/2012 00:48:50	GPS	32.787168	-79.954863	0	6	6	4	11	12
227	07/07/2012 00:49:54	GPS	32.787142	-79.954891	0	5	6	4	15	12
228	07/07/2012 00:50:55	GPS	32.787132	-79.954881	0	7	6	4	19	12
229	07/07/2012 00:51:55	GPS	32.787131	-79.954885	0	6	6	27	19	12
230	07/07/2012 00:52:56	GPS	32.787091	-79.954884	0	7	6	6	19	12
231	07/07/2012 00:53:56	GPS	32.785779	-79.956548	10	0	0	6	16	12
232	07/07/2012 00:54:57	GPS	32.784884	-79.954878	7	9	9	6	12	12
233	07/07/2012 00:55:58	GPS	32.788246	-79.951579	16	8	8	4	17	12
234	07/07/2012 00:56:59	GPS	32.792691	-79.948982	20	8	0	4	12	12
235	07/07/2012 00:57:59	GPS	32.798442	-79.943873	31	9	8	4	20	12
236	07/07/2012 00:59:00	GPS	32.808668	-79.949665	51	9	8	4	19	12
237	07/07/2012 01:00:00	GPS	32.821603	-79.953928	51	9	9	4	22	12
238	07/07/2012 01:01:01	GPS	32.835060	-79.959664	58	10	9	4	18	12
239	07/07/2012 01:02:02	GPS	32.842525	-79.975747	62	9	9	4	10	12
240	07/07/2012 01:03:02	GPS	32.846742	-79.979306	21	9	8	4	10	12
241	07/07/2012 01:04:03	GPS	32.849837	-79.984601	21	6	6	9	16	12
242	07/07/2012 01:05:10	GPS	32.850623	-79.984276	4	8	7	9	22	12
243	07/07/2012 01:06:04	GPS	32.850605	-79.984403	0	10	9	4	16	12
244	07/07/2012 01:07:05	GPS	32.850657	-79.984342	0	8	7	5	18	12
245	07/07/2012 01:08:06	GPS	32.85065	-79.984331	0	9	9	5	14	12
246	07/07/2012 01:09:06	GPS	32.850655	-79.984356	0	6	6	21	20	12
247	07/07/2012 01:10:07	GPS	32.850616	-79.984353	0	8	8	4	17	12
248	07/07/2012 01:11:07	GPS	32.850474	-79.984434	0	7	7	4	17	12
249	07/07/2012 01:12:08	GPS	32.850495	-79.984411	0	8	8	4	19	12
250	07/07/2012 01:13:09	GPS	32.850518	-79.984323	0	8	7	4	11	12
251	07/07/2012 01:14:10	GPS	32.85056	-79.984377	0	8	7	4	8	12
252	07/07/2012 01:15:10	GPS	32.850533	-79.984498	0	8	7	4	14	12
253	07/07/2012 01:16:11	GPS	32.850591	-79.984436	0	8	8	4	11	12
254	07/07/2012 01:17:11	GPS	32.8506	-79.984441	0	8	7	4	15	12
255	07/07/2012 01:18:12	GPS	32.850613	-79.984913	0	6	6	4	19	12
256	07/07/2012 01:19:16	GPS	32.850633	-79.984406	0	7	7	4	16	12
257	07/07/2012 01:20:16	GPS	32.850689	-79.984371	0	7	6	4	16	12
258	07/07/2012 01:21:17	GPS	32.850577	-79.984347	0	7	7	4	19	12
259	07/07/2012 01:22:13	GPS	32.850651	-79.984374	0	8	8	4	14	12
260	07/07/2012 01:23:18	GPS	32.850586	-79.984228	0	6	6	4	17	12
261	07/07/2012 01:24:19	GPS	32.850615	-79.984229	0	5	5	4	17	12
262	07/07/2012 01:25:20	GPS	32.850596	-79.984219	0	6	6	4	15	12
263	07/07/2012 01:26:20	GPS	32.850668	-79.984359	0	7	7	4	19	12
264	07/07/2012 01:27:21	GPS	32.850591	-79.984341	0	6	6	4	17	12
265	07/07/2012 01:28:22	GPS	32.850565	-79.984321	0	6	6	4	17	12
266	07/07/2012 01:29:22	GPS	32.850518	-79.984340	0	7	7	4	17	12
267	07/07/2012 01:30:23	GPS	32.850621	-79.984319	0	7	6	4	17	12
268	07/07/2012 01:31:24	GPS	32.850493	-79.984307	0	7	6	4	17	12
269	07/07/2012 01:32:29	GPS	32.850451	-79.984291	0	8	6	4	17	12
270	07/07/2012 01:33:30	GPS	32.850329	-79.98425	0	6	6	4	15	12
271	07/07/2012 01:34:30	GPS	32.850547	-79.984295	0	7	6	4	18	12
272	07/07/2012 01:35:30	GPS	32.850506	-79.984389	0	8	6	4	18	12
273	07/07/2012 01:36:31	GPS	32.850762	-79.984314	0	7	6	4	20	12
274	07/07/2012 01:37:32	GPS	32.850592	-79.984324	0	9	6	6	18	12
275	07/07/2012 01:38:32	GPS	32.850654	-79.984362	0	8	6	6	18	CHG 12
276	07/07/2012 01:39:33	GPS	32.850666	-79.984303	0	8	5	7	13	CHG 12
277	07/07/2012 01:40:34	GPS	32.850578	-79.984295	0	8	6	7	20	CHG 12
278	07/07/2012 01:41:34	GPS	32.850871	-79.984279	0	7	6	7	20	CHG 12
279	07/07/2012 01:42:35	GPS	32.85057	-79.984284	0	6	5	7	20	CHG 12
280	07/07/2012 01:43:36	GPS	32.850641	-79.984284	0	7	6	7	20	CHG 12
281	07/07/2012 01:44:36	GPS	32.850821	-79.984292	0	7	7	7	18	CHG 12
282	07/07/2012 01:45:37	GPS	32.850657	-79.984328	0	7	6	7	21	CHG 12
283	07/07/2012 01:46:37	GPS	32.850658	-79.984332	0	8	7	7	16	CHG 12
284	07/07/2012 01:47:38	GPS	32.850643	-79.984321	0	8	7	7	18	CHG 12
285	07/07/2012 01:48:39	GPS	32.850617	-79.984238	0	8	6	7	18	CHG 12
286	07/07/2012 01:49:39	GPS	32.850575	-79.984287	0	8	6	7	18	CHG 12
287	07/07/2012 01:50:47	GPS	32.850594	-79.984312	0	7	6	7	18	CHG 12
288	07/07/2012 01:51:43	GPS	32.850608	-79.984309	0	8	7	7	20	CHG 12
289	07/07/2012 01:52:44	GPS	32.850626	-79.984293	0	7	7	7	20	CHG 12
290	07/07/2012 01:53:45	GPS	32.850631	-79.984272	0	8	7	7	18	CHG 12
291	07/07/2012 01:54:45	GPS	32.850718	-79.984311	0	7	6	7	21	CHG 12

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93	07/07/2012 00:28:34	GPS	32.798707	-79.935815	0	9	7	6	13	12
94	07/07/2012 00:29:35	GPS	32.798666	-79.935640	0	8	6	6	13	12
95	07/07/2012 00:30:36	GPS	32.798711	-79.935827	0	9	8	6	16	12
96	07/07/2012 00:31:36	GPS	32.798775	-79.935803	0	9	8	6	4	12
97	07/07/2012 00:32:37	GPS	32.798743	-79.935798	0	5	3	34	9	12
98	07/07/2012 00:33:38	GPS	32.798679	-79.935773	0	6	6	6	9	12
99	07/07/2012 00:34:39	GPS	32.798645	-79.935821	0	6	6	6	9	12
100	07/07/2012 00:35:39	GPS	32.798709	-79.935839	0	9	8	6	9	12
101	07/07/2012 00:36:45	GPS	32.798875	-79.935571	1	10	9	4	14	12
102	07/07/2012 00:37:42	GPS	32.798987	-79.935388	0	9	9	4	17	12
103	07/07/2012 00:38:43	GPS	32.798775	-79.937327	6	9	9	4	29	12
104	07/07/2012 00:39:43	GPS	32.798463	-79.939291	11	8	8	4	16	12
105	07/07/2012 00:40:44	GPS	32.798497	-79.939453	5	8	8	4	22	12
106	07/07/2012 00:41:45	GPS	32.793096	-79.9414	10	8	8	4	19	12
107	07/07/2012 00:42:45	GPS	32.791603	-79.944554	12	8	8	4	7	12
108	07/07/2012 00:43:46	GPS	32.799173	-79.940705	22	9	8	3	18	12
109	07/07/2012 00:44:47	GPS	32.798661	-79.950833	4	8	8	5	10	12
110	07/07/2012 00:45:47	GPS	32.78757	-79.954054	15	9	9	4	10	12
111	07/07/2012 00:46:48	GPS	32.787258	-79.954026	0	9	9	4	8	12
112	07/07/2012 00:47:49	GPS	32.787917	-79.954892	1	9	9	4	16	12
113	07/07/2012 00:48:50	GPS	32.787160	-79.954063	0	6	6	4	11	12
114	07/07/2012 00:49:54	GPS	32.787142	-79.954891	0	5	6	4	15	12
115	07/07/2012 00:50:55	GPS	32.787132	-79.954881	0	7	6	4	19	12
116	07/07/2012 00:51:59	GPS	32.787131	-79.954885	0	6	6	27	19	12
117	07/07/2012 00:52:56	GPS	32.787091	-79.954804	0	7	6	6	19	12
118	07/07/2012 00:53:56	GPS	32.789779	-79.956545	10	9	9	6	16	12
119	07/07/2012 00:54:57	GPS	32.794884	-79.956578	7	9	9	6	12	12
120	07/07/2012 00:55:58	GPS	32.788246	-79.951579	16	8	8	4	17	12
121	07/07/2012 00:56:59	GPS	32.792691	-79.948982	20	8	8	4	12	12
122	07/07/2012 00:57:59	GPS	32.798442	-79.943573	31	9	8	4	20	12
123	07/07/2012 00:59:00	GPS	32.809868	-79.948665	51	9	8	4	19	12
124	07/07/2012 01:00:00	GPS	32.821603	-79.953928	51	9	9	4	22	12
125	07/07/2012 01:01:01	GPS	32.835069	-79.959664	58	10	9	4	18	12
126	07/07/2012 01:02:02	GPS	32.842525	-79.975747	62	9	9	4	10	12
127	07/07/2012 01:03:03	GPS	32.846742	-79.978386	21	9	8	4	10	12
128	07/07/2012 01:04:03	GPS	32.849637	-79.984601	21	6	6	9	16	12
129	07/07/2012 01:05:10	GPS	32.850623	-79.984276	4	8	7	9	22	12
130	07/07/2012 01:06:04	GPS	32.850696	-79.984403	0	10	9	4	18	12
131	07/07/2012 01:07:05	GPS	32.850637	-79.984334	0	8	7	5	18	12
132	07/07/2012 01:08:06	GPS	32.85065	-79.984331	0	9	9	5	14	12
133	07/07/2012 01:09:06	GPS	32.850655	-79.984356	0	6	6	21	20	12
134	07/07/2012 01:10:07	GPS	32.850616	-79.984333	0	8	8	4	17	12
135	07/07/2012 01:11:07	GPS	32.850474	-79.984434	0	7	7	4	17	12
136	07/07/2012 01:12:08	GPS	32.850495	-79.984411	0	8	8	4	19	12
137	07/07/2012 01:13:09	GPS	32.850518	-79.984323	0	8	7	4	11	12
138	07/07/2012 01:14:10	GPS	32.85056	-79.984377	0	8	7	4	8	12
139	07/07/2012 01:15:10	GPS	32.850533	-79.984498	0	8	7	4	14	12
140	07/07/2012 01:16:11	GPS	32.850591	-79.984436	0	8	8	4	11	12
141	07/07/2012 01:17:11	GPS	32.8506	-79.984441	0	8	7	4	15	12
142	07/07/2012 01:18:12	GPS	32.850612	-79.984513	0	6	6	4	19	12
143	07/07/2012 01:19:16	GPS	32.850633	-79.984466	0	7	7	4	18	12
144	07/07/2012 01:20:16	GPS	32.850689	-79.984371	0	7	6	4	16	12
145	07/07/2012 01:21:17	GPS	32.850577	-79.984347	0	7	7	4	19	12
146	07/07/2012 01:22:13	GPS	32.850651	-79.984374	0	8	8	4	14	12
147	07/07/2012 01:23:18	GPS	32.850586	-79.984328	0	6	6	4	17	12
148	07/07/2012 01:24:19	GPS	32.850615	-79.984225	0	5	5	4	17	12
149	07/07/2012 01:25:20	GPS	32.850595	-79.984210	0	6	6	4	15	12
150	07/07/2012 01:26:20	GPS	32.850668	-79.984359	0	7	7	4	19	12
151	07/07/2012 01:27:21	GPS	32.850591	-79.984341	0	5	6	4	17	12
152	07/07/2012 01:28:22	GPS	32.850565	-79.984321	0	6	6	4	17	12
153	07/07/2012 01:29:22	GPS	32.850519	-79.984348	0	7	7	4	17	12
154	07/07/2012 01:30:23	GPS	32.850521	-79.984319	0	7	6	4	17	12
155	07/07/2012 01:31:24	GPS	32.850455	-79.984307	0	7	6	4	17	12
156	07/07/2012 01:32:25	GPS	32.850461	-79.984291	0	6	6	4	17	12
157	07/07/2012 01:33:30	GPS	32.850529	-79.98425	0	6	6	4	15	12
158	07/07/2012 01:34:30	GPS	32.850547	-79.984285	0	7	6	4	18	12
159	07/07/2012 01:35:30	GPS	32.850506	-79.984389	0	8	6	4	18	12

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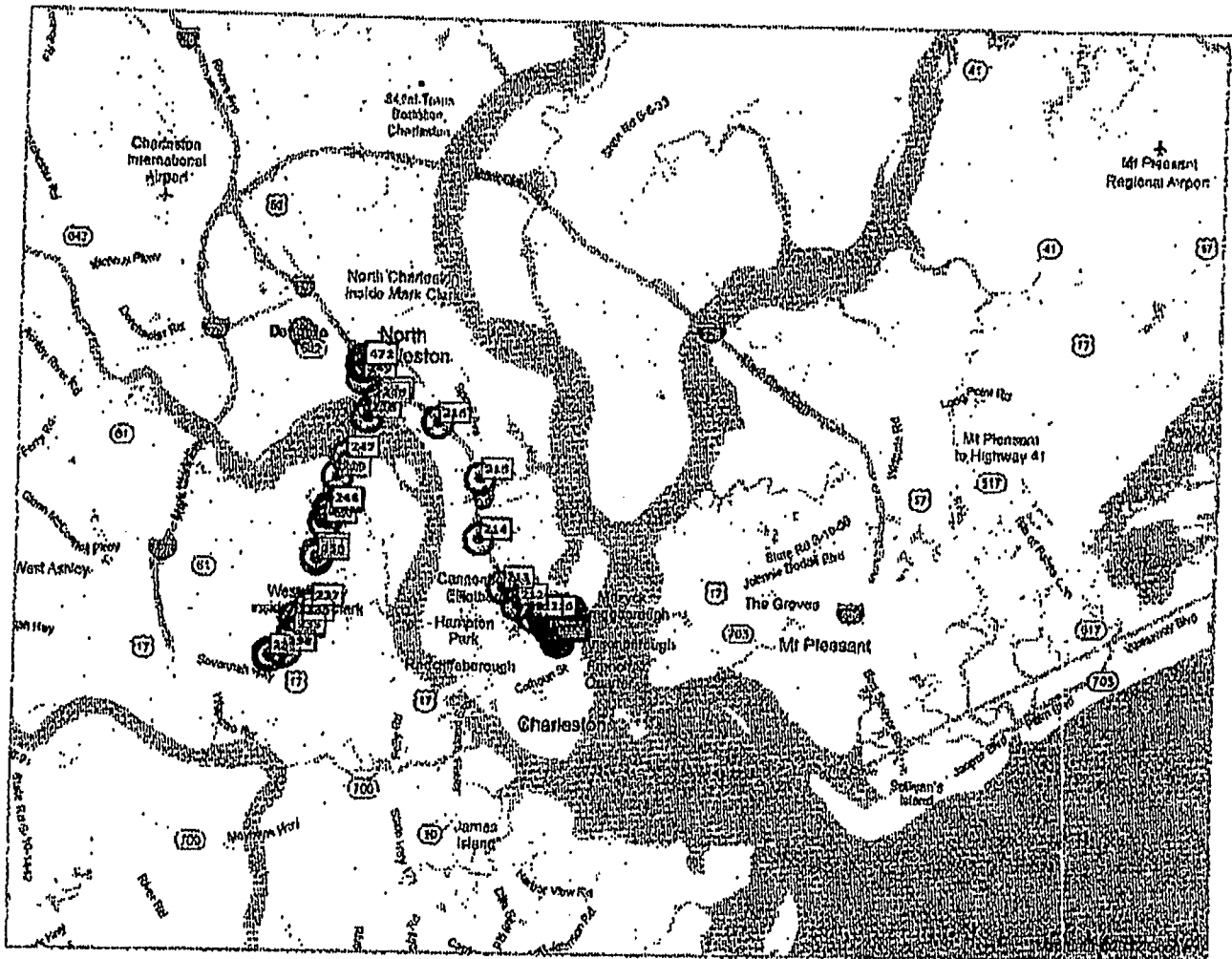
Tracks for DEANGELO MITCHELL

#	TRACK DATE (LOCAL)	TYPE	LATITUDE	LONGITUDE	SPEED	SATS IN VIEW	SATS USED	HDOP	GSM	EVENTS
1	07/08/2012 22:40:59	GPS	32.788008	-79.935873	1	7	6	9	14	12
2	07/08/2012 22:41:59	GPS	32.788814	-79.935046	1	7	6	9	14	12
3	07/08/2012 22:43:00	GPS	32.788812	-79.935806	0	8	7	9	14	12
4	07/08/2012 22:44:01	GPS	32.788749	-79.935056	0	6	5	9	14	12
5	07/08/2012 22:45:01	GPS	32.788629	-79.935864	0	8	6	9	10	12
6	07/08/2012 22:46:02	GPS	32.788807	-79.935857	0	7	6	9	6	12
7	07/08/2012 22:47:02	GPS	32.788772	-79.935893	0	7	6	9	10	12
8	07/08/2012 22:48:04	GPS	32.788695	-79.93586	0	7	5	9	15	12
9	07/08/2012 22:49:10	GPS	32.788772	-79.935857	0	8	8	9	5	12
10	07/08/2012 22:50:04	GPS	32.788785	-79.9359	0	8	8	9	12	12
11	07/08/2012 22:51:05	GPS	32.788814	-79.935813	0	8	8	9	12	12
12	07/08/2012 22:52:06	GPS	32.788797	-79.935919	0	7	7	9	12	12
13	07/08/2012 22:53:00	GPS	32.7888	-79.935853	0	7	8	9	14	12
14	07/08/2012 22:54:07	GPS	32.788823	-79.935847	0	6	6	9	10	12
15	07/08/2012 22:55:02	GPS	32.788768	-79.935893	0	6	6	9	7	12
16	07/08/2012 22:56:08	GPS	32.788717	-79.935941	0	5	4	23	11	12
17	07/08/2012 22:57:09	GPS	32.788781	-79.935932	0	7	7	6	11	12
18	07/08/2012 22:58:10	GPS	32.788812	-79.935925	0	5	4	6	11	12
19	07/08/2012 23:00:11	GPS	32.788688	-79.935898	0	8	7	5	13	12
20	07/08/2012 23:01:12	GPS	32.788762	-79.935923	0	7	7	5	13	12
21	07/08/2012 23:02:13	GPS	32.788798	-79.935820	0	6	6	5	13	12
22	07/08/2012 23:03:13	GPS	32.788811	-79.935915	0	7	7	5	9	12
23	07/08/2012 23:04:18	GPS	32.788714	-79.935962	0	7	6	5	9	12
24	07/08/2012 23:05:15	GPS	32.788671	-79.935999	0	6	6	5	9	12
25	07/08/2012 23:06:15	GPS	32.788789	-79.935973	0	7	6	5	9	12

[tps://www.veritracks.com/Code/Mapping/printMap.aspx?test=07/09/2012 04:40 -- 07/09/2012 06:40](https://www.veritracks.com/Code/Mapping/printMap.aspx?test=07/09/2012 04:40 -- 07/09/2012 06:40)

26	07/08/2012 23:07:16	GPS	32.798727	-79.935946	0	6	6	5	9	12
27	07/08/2012 23:08:16	GPS	32.798729	-79.935934	0	6	6	7	13	12
28	07/08/2012 23:08:17	GPS	32.79881	-79.935901	0	7	7	7	13	12
29	07/08/2012 23:10:17	GPS	32.798776	-79.93594	0	6	6	7	11	12
30	07/08/2012 23:11:18	GPS	32.79879	-79.935956	0	6	6	7	11	12
31	07/08/2012 23:11:19	GPS	32.798819	-79.935927	0	6	6	7	11	12
32	07/08/2012 23:13:19	GPS	32.798793	-79.935997	0	6	6	7	11	12
33	07/08/2012 23:14:20	GPS	32.798793	-79.935994	0	6	6	7	11	12
34	07/08/2012 23:15:21	GPS	32.798865	-79.93594	0	7	7	7	11	12
35	07/08/2012 23:16:21	GPS	32.798744	-79.935973	0	7	4	20	11	12
36	07/08/2012 23:17:22	GPS	32.798915	-79.935934	0	5	6	6	11	12
37	07/08/2012 23:18:23	GPS	32.798796	-79.935956	0	7	7	6	11	12
38	07/08/2012 23:19:24	GPS	32.798788	-79.935978	0	6	6	6	11	12
39	07/08/2012 23:20:24	GPS	32.798792	-79.935891	0	7	7	6	11	12
40	07/08/2012 23:21:31	GPS	32.79869	-79.935965	0	7	6	6	8	12
41	07/08/2012 23:22:26	GPS	32.798891	-79.935959	0	5	4	6	5	12
42	07/08/2012 23:23:26	GPS	32.79887	-79.935901	0	6	5	6	12	12
43	07/08/2012 23:24:27	GPS	32.798827	-79.935896	0	7	6	6	15	12
44	07/08/2012 23:25:27	GPS	32.79904	-79.935896	0	6	5	11	15	12
45	07/08/2012 23:26:27	GPS	32.798875	-79.935924	0	6	6	11	15	12
46	07/08/2012 23:27:29	GPS	32.798908	-79.935905	0	7	5	11	15	12
47	07/08/2012 23:28:29	GPS	32.798917	-79.935892	0	7	7	5	15	12
48	07/08/2012 23:29:30	GPS	32.798948	-79.935774	0	6	6	5	15	12
49	07/08/2012 23:30:30	GPS	32.798848	-79.935926	0	5	5	5	9	12
50	07/08/2012 23:31:31	GPS	32.799009	-79.935845	1	4	4	48	11	12
51	07/08/2012 23:32:32	GPS	32.798824	-79.935837	1	7	7	5	8	12
52	07/08/2012 23:33:32	GPS	32.798937	-79.935918	0	5	5	5	10	12
53	07/08/2012 23:34:33	GPS	32.798857	-79.935784	0	7	7	5	8	12
54	07/08/2012 23:35:34	GPS	32.798749	-79.935869	0	6	5	11	8	12
55	07/08/2012 23:36:34	GPS	32.798845	-79.936193	1	7	6	6	11	12
56	07/08/2012 23:37:35	GPS	32.798727	-79.935897	0	4	4	33	0	12
57	07/08/2012 23:38:37	GPS	32.798885	-79.935126	2	5	3	25	4	12
58	07/08/2012 23:39:36	GPS	32.798859	-79.935753	2	7	6	9	14	12
59	07/08/2012 23:40:37	GPS	32.798908	-79.935894	1	7	7	9	21	12
60	07/08/2012 23:41:32	GPS	32.798857	-79.9355	2	9	7	9	15	12
61	07/08/2012 23:42:38	GPS	32.79756	-79.935429	1	10	8	9	18	12
62	07/08/2012 23:43:39	GPS	32.79691	-79.935001	2	9	8	9	18	12
63	07/08/2012 23:44:39	GPS	32.796853	-79.934242	0	10	8	9	18	12
64	07/08/2012 23:45:40	GPS	32.796827	-79.9337	1	10	8	9	14	12
65	07/08/2012 23:46:41	GPS	32.796167	-79.933395	2	10	8	9	14	12
66	07/08/2012 23:47:41	GPS	32.795494	-79.933011	3	9	8	9	14	12
67	07/08/2012 23:48:42	GPS	32.794881	-79.932728	2	10	8	9	16	12
68	07/08/2012 23:49:43	GPS	32.794223	-79.932387	2	10	8	9	16	12
69	07/08/2012 23:50:43	GPS	32.794213	-79.932354	0	9	8	9	16	12
70	07/08/2012 23:51:44	GPS	32.794213	-79.932348	0	8	7	9	12	12
71	07/08/2012 23:52:45	GPS	32.794263	-79.932485	0	8	8	9	16	12
72	07/08/2012 23:53:46	GPS	32.7942	-79.932358	0	9	7	9	12	12
73	07/08/2012 23:54:47	GPS	32.794321	-79.932206	0	7	6	9	16	12
74	07/08/2012 23:55:48	GPS	32.794327	-79.932286	0	8	8	9	16	12
75	07/08/2012 23:56:49	GPS	32.794229	-79.932269	0	8	7	9	12	12
76	07/08/2012 23:57:50	GPS	32.794278	-79.932333	0	7	6	9	16	12
77	07/08/2012 23:58:51	GPS	32.794306	-79.932346	0	6	7	9	16	12
78	07/08/2012 23:59:52	GPS	32.794247	-79.932369	0	7	6	9	16	12
79	07/08/2012 00:00:53	GPS	32.79429	-79.932397	0	8	5	11	14	12
80	07/08/2012 00:01:54	GPS	32.794183	-79.932476	0	6	5	11	14	12
81	07/08/2012 00:02:55	GPS	32.794356	-79.932345	0	8	6	6	14	12
82	07/08/2012 00:03:56	GPS	32.794351	-79.932323	0	6	5	6	12	12
83	07/08/2012 00:04:57	GPS	32.794221	-79.932271	0	7	6	6	12	12
84	07/08/2012 00:05:58	GPS	32.794356	-79.932439	0	7	6	6	13	12
85	07/08/2012 00:06:59	GPS	32.794400	-79.932367	0	8	7	6	13	12
86	07/08/2012 00:07:59	GPS	32.794289	-79.932274	0	8	6	6	13	12
87	07/08/2012 00:08:59	GPS	32.794302	-79.932245	0	9	7	6	11	12
88	07/08/2012 00:09:59	GPS	32.794237	-79.932424	0	8	7	6	13	12
89	07/08/2012 00:10:59	GPS	32.794223	-79.932481	0	8	6	6	15	12
90	07/08/2012 00:11:59	GPS	32.794188	-79.932518	0	8	6	6	15	12
91	07/08/2012 00:12:59	GPS	32.79416	-79.932542	0	6	4	6	15	12
92	07/08/2012 00:13:59	GPS	32.794289	-79.93272	0	4	3	23	0	12

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Tracks for DEANGELO MITCHELL

#	TRACK DATE (LOCAL)	TYPE	LATITUDE	LONGITUDE	SPEED	SATS IN VIEW	SATS USED	HDOP	GSM	EVENTS
1	07/08/2012 22:40:59	GPS	32.790000	-79.935873	1	7	6	9	14	12
2	07/08/2012 22:41:59	GPS	32.798814	-79.935846	1	7	6	9	14	12
3	07/08/2012 22:43:00	GPS	32.798812	-79.935806	0	8	7	9	14	12
4	07/08/2012 22:44:01	GPS	32.798749	-79.935856	0	6	8	0	14	12
5	07/08/2012 22:45:01	GPS	32.798829	-79.935864	0	8	6	9	10	12
6	07/08/2012 22:46:02	GPS	32.798807	-79.935867	0	7	6	9	6	12
7	07/08/2012 22:47:03	GPS	32.798772	-79.935893	0	7	6	9	10	12
8	07/08/2012 22:48:04	GPS	32.798695	-79.935906	0	7	5	9	19	12
9	07/08/2012 22:49:10	GPS	32.798772	-79.935857	0	8	8	9	6	12
10	07/08/2012 22:50:04	GPS	32.798785	-79.9359	0	8	8	9	12	12
11	07/08/2012 22:51:05	GPS	32.798814	-79.935913	0	8	8	9	13	12
12	07/08/2012 22:52:06	GPS	32.798797	-79.935919	0	7	7	9	13	12
13	07/08/2012 22:53:00	GPS	32.7988	-79.935853	0	7	8	9	14	12
14	07/08/2012 22:54:07	GPS	32.798823	-79.935947	0	6	6	9	10	12
15	07/08/2012 22:55:02	GPS	32.798768	-79.935893	0	6	6	0	7	12
16	07/08/2012 22:56:08	GPS	32.798717	-79.935941	0	5	4	23	11	12
17	07/08/2012 22:57:00	GPS	32.798781	-79.935932	0	7	7	6	11	12
18	07/08/2012 22:58:10	GPS	32.798812	-79.935905	0	5	4	6	11	12
19	07/08/2012 23:00:11	GPS	32.798688	-79.935888	0	8	7	8	13	12
20	07/08/2012 23:01:12	GPS	32.798762	-79.935923	0	7	7	5	13	12
21	07/08/2012 23:02:13	GPS	32.798708	-79.935928	0	6	6	5	13	12
22	07/08/2012 23:03:13	GPS	32.798811	-79.935915	0	7	7	5	0	12
23	07/08/2012 23:04:18	GPS	32.798714	-79.935892	0	7	6	5	0	12
24	07/08/2012 23:05:15	GPS	32.798671	-79.935899	0	6	6	5	9	12
25	07/08/2012 23:06:15	GPS	32.798789	-79.935973	0	7	6	5	9	12

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160	07/09/2012 01:29:05	GPS	32.794273	-79.932354	0	9	6	4	8	12
161	07/09/2012 01:29:06	GPS	32.794288	-79.932397	0	9	6	4	12	12
162	07/09/2012 01:29:05	GPS	32.794237	-79.932274	0	8	6	4	12	12
163	07/09/2012 01:28:07	GPS	32.794322	-79.932286	0	8	4	10	13	12
164	07/09/2012 01:28:08	GPS	32.794305	-79.932332	0	9	4	10	6	12
165	07/09/2012 01:30:08	GPS	32.794297	-79.932268	0	7	4	10	15	12
166	07/09/2012 01:31:09	GPS	32.794311	-79.932322	0	8	6	10	15	12
167	07/09/2012 01:32:14	GPS	32.794293	-79.932521	0	9	6	10	13	12
168	07/09/2012 01:33:16	GPS	32.793997	-79.932365	1	8	5	10	13	12
169	07/09/2012 01:34:16	GPS	32.794317	-79.932391	1	9	6	10	15	12
170	07/09/2012 01:35:17	GPS	32.794233	-79.932440	0	8	4	10	15	12
171	07/09/2012 01:36:18	GPS	32.794295	-79.932441	0	8	6	10	11	12
172	07/09/2012 01:37:12	GPS	32.794175	-79.932321	0	8	6	6	9	12
173	07/09/2012 01:38:19	GPS	32.794248	-79.9324	0	6	4	6	14	12
174	07/09/2012 01:39:20	GPS	32.7943	-79.932277	0	8	6	6	12	12
175	07/09/2012 01:40:20	GPS	32.794346	-79.932310	0	7	6	6	12	12
176	07/09/2012 01:41:21	GPS	32.794219	-79.932372	0	9	6	6	12	12
177	07/09/2012 01:42:22	GPS	32.794263	-79.932855	0	5	4	6	8	12
178	07/09/2012 01:43:23	GPS	32.794038	-79.932153	1	7	3	11	8	12
179	07/09/2012 01:44:23	GPS	32.794298	-79.932311	1	6	6	11	14	12
180	07/09/2012 01:45:32	GPS	32.794257	-79.932381	0	7	6	11	11	12
181	07/09/2012 01:46:28	GPS	32.794376	-79.932363	0	9	7	5	18	12
182	07/09/2012 01:47:29	GPS	32.794917	-79.932518	2	9	7	5	18	12
183	07/09/2012 01:48:30	GPS	32.795367	-79.932799	2	9	7	5	21	12
184	07/09/2012 01:49:30	GPS	32.795853	-79.932292	2	9	6	5	23	12
185	07/09/2012 01:50:31	GPS	32.796282	-79.933214	2	9	7	5	20	12
186	07/09/2012 01:51:32	GPS	32.796822	-79.933348	2	10	7	5	20	12
187	07/09/2012 01:52:33	GPS	32.797209	-79.933566	1	9	7	5	16	12
188	07/09/2012 01:53:33	GPS	32.797576	-79.933897	2	9	7	5	13	12
189	07/09/2012 01:54:34	GPS	32.798119	-79.934162	2	7	5	5	17	12
190	07/09/2012 01:55:34	GPS	32.798468	-79.934398	1	8	6	5	20	12
191	07/09/2012 01:56:35	GPS	32.798779	-79.934678	1	10	6	5	20	12
192	07/09/2012 01:57:36	GPS	32.798619	-79.935199	1	10	7	5	20	12
193	07/09/2012 01:58:42	GPS	32.798527	-79.935627	1	10	6	5	17	12
194	07/09/2012 01:59:40	GPS	32.798768	-79.935751	1	9	6	5	13	12
195	07/09/2012 02:00:41	GPS	32.798718	-79.935864	0	8	6	5	16	12
196	07/09/2012 02:01:41	GPS	32.798677	-79.935776	0	6	6	5	16	12
197	07/09/2012 02:02:42	GPS	32.798701	-79.935707	0	8	7	5	16	12
198	07/09/2012 02:03:43	GPS	32.798697	-79.935688	0	8	7	5	9	12
199	07/09/2012 02:04:44	GPS	32.798708	-79.935743	0	9	8	5	16	12
200	07/09/2012 02:05:44	GPS	32.798768	-79.935847	0	7	6	5	16	12
201	07/09/2012 02:06:45	GPS	32.798766	-79.935835	0	7	6	5	11	12
202	07/09/2012 02:07:45	GPS	32.798812	-79.935734	0	8	8	5	11	12
203	07/09/2012 02:08:46	GPS	32.798766	-79.935749	0	8	8	5	17	12
204	07/09/2012 02:09:47	GPS	32.798734	-79.93572	0	9	6	5	12	12
205	07/09/2012 02:10:49	GPS	32.798702	-79.935751	0	9	8	5	16	12
206	07/09/2012 02:11:49	GPS	32.798688	-79.93576	0	7	6	10	10	12
207	07/09/2012 02:12:50	GPS	32.798679	-79.935808	0	7	7	5	15	12
208	07/09/2012 02:13:50	GPS	32.798702	-79.935838	0	9	8	5	11	12
209	07/09/2012 02:14:51	GPS	32.798705	-79.935814	0	7	7	5	11	12
210	07/09/2012 02:15:52	GPS	32.798697	-79.935844	1	9	8	5	18	12
211	07/09/2012 02:16:52	GPS	32.798988	-79.935553	12	0	7	5	24	12
212	07/09/2012 02:17:53	GPS	32.801298	-79.943712	17	8	7	5	20	12
213	07/09/2012 02:18:54	GPS	32.804787	-79.947566	19	9	8	5	17	12
214	07/09/2012 02:19:54	GPS	32.814801	-79.954008	49	10	9	4	15	12
215	07/09/2012 02:20:55	GPS	32.827183	-79.95393	50	10	9	4	15	12
216	07/09/2012 02:21:56	GPS	32.838717	-79.969101	60	10	9	4	21	12
217	07/09/2012 02:22:56	GPS	32.843598	-79.980018	55	10	8	4	10	12
218	07/09/2012 02:24:03	GPS	32.838364	-79.983217	20	10	9	4	18	12
219	07/09/2012 02:25:01	GPS	32.827998	-79.980393	35	9	8	5	15	12
220	07/09/2012 02:26:00	GPS	32.817540	-79.993376	39	10	9	4	21	12
221	07/09/2012 02:27:01	GPS	32.811004	-79.99521	26	10	9	4	18	12
222	07/09/2012 02:28:02	GPS	32.800260	-79.996522	42	10	9	4	7	12
223	07/09/2012 02:29:02	GPS	32.7977	-80.000252	16	9	9	4	21	12
224	07/09/2012 02:30:03	GPS	32.794603	-80.000807	15	8	8	5	11	12
225	07/09/2012 02:31:04	GPS	32.790662	-80.002603	16	8	8	5	12	12
226	07/09/2012 02:32:04	GPS	32.790073	-80.00707	15	9	9	4	13	12

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227	07/09/2012 02:33:05	GPS	32.789975	-80.006948	0	6	6	4	17	12
228	07/09/2012 02:34:06	GPS	32.789958	-80.007043	0	9	9	4	15	12
229	07/09/2012 02:35:06	GPS	32.789872	-80.006998	0	7	6	9	15	12
230	07/09/2012 02:36:07	GPS	32.789867	-80.006969	0	8	8	9	13	12
231	07/09/2012 02:37:08	GPS	32.789989	-80.006991	0	10	9	4	13	12
232	07/09/2012 02:38:16	GPS	32.789867	-80.006947	0	8	7	4	15	12
233	07/09/2012 02:39:16	GPS	32.789956	-80.007063	0	8	7	4	12	12
234	07/09/2012 02:40:17	GPS	32.790767	-80.00322	12	8	8	5	10	12
235	07/09/2012 02:41:17	GPS	32.794346	-80.000804	17	9	8	5	16	12
236	07/09/2012 02:42:18	GPS	32.797346	-79.998670	14	10	9	5	16	12
237	07/09/2012 02:43:19	GPS	32.800601	-79.996415	15	8	8	5	20	12
238	07/09/2012 02:44:19	GPS	32.809976	-79.99937	42	7	7	5	23	12
239	07/09/2012 02:45:20	GPS	32.81036	-79.992446	40	10	9	4	23	12
240	07/09/2012 02:46:21	GPS	32.819952	-79.991773	2	7	7	4	22	12
241	07/09/2012 02:47:21	GPS	32.820121	-79.991950	0	6	6	4	19	12
242	07/09/2012 02:48:22	GPS	32.820143	-79.991921	0	8	7	4	21	12
243	07/09/2012 02:49:26	GPS	32.819928	-79.9919	0	6	5	10	19	12
244	07/09/2012 02:50:25	GPS	32.820101	-79.991911	0	6	4	10	17	12
245	07/09/2012 02:51:26	GPS	32.820135	-79.991909	0	6	6	10	19	12
246	07/09/2012 02:52:27	GPS	32.820411	-79.992115	1	8	7	5	19	12
247	07/09/2012 02:53:27	GPS	32.831094	-79.988241	46	9	8	5	17	12
248	07/09/2012 02:54:23	GPS	32.842808	-79.980081	53	9	8	5	14	12
249	07/09/2012 02:55:20	GPS	32.847388	-79.984518	21	9	8	5	15	12
250	07/09/2012 02:56:29	GPS	32.850879	-79.984536	12	8	7	5	22	12
251	07/09/2012 02:57:30	GPS	32.850604	-79.984454	0	9	7	9	22	12
252	07/09/2012 02:58:31	GPS	32.850639	-79.984343	0	9	8	5	20	12
253	07/09/2012 02:59:31	GPS	32.850641	-79.984324	0	9	8	5	20	12
254	07/09/2012 03:00:32	GPS	32.85064	-79.984305	0	8	7	5	20	12
255	07/09/2012 03:01:33	GPS	32.8506	-79.984388	0	7	6	5	15	12
256	07/09/2012 03:02:40	GPS	32.850605	-79.984411	0	9	8	5	19	12
257	07/09/2012 03:03:39	GPS	32.850653	-79.984365	0	9	8	5	19	12
258	07/09/2012 03:04:40	GPS	32.850627	-79.984392	0	9	5	5	19	12
259	07/09/2012 03:05:41	GPS	32.850613	-79.984445	0	9	7	5	19	12
260	07/09/2012 03:06:41	GPS	32.850655	-79.984405	0	9	7	5	19	12
261	07/09/2012 03:07:42	GPS	32.850613	-79.984413	0	7	6	5	17	12
262	07/09/2012 03:08:42	GPS	32.850599	-79.984465	0	9	7	5	17	12
263	07/09/2012 03:09:43	GPS	32.850619	-79.984441	0	8	8	5	17	12
264	07/09/2012 03:10:44	GPS	32.850608	-79.984318	0	7	7	5	17	12
265	07/09/2012 03:11:44	GPS	32.850657	-79.984341	0	8	7	5	17	12
266	07/09/2012 03:12:45	GPS	32.850658	-79.984288	0	7	7	5	12	12
267	07/09/2012 03:13:46	GPS	32.85063	-79.984308	0	7	7	5	15	12
268	07/09/2012 03:14:46	GPS	32.850676	-79.984288	0	9	8	5	17	12
269	07/09/2012 03:15:47	GPS	32.85058	-79.984302	0	6	6	5	17	12
270	07/09/2012 03:16:48	GPS	32.850565	-79.984362	0	7	7	5	21	12
271	07/09/2012 03:17:53	GPS	32.850602	-79.984326	0	7	7	5	21	12
272	07/09/2012 03:18:53	GPS	32.85066	-79.984285	0	8	8	5	21	12
273	07/09/2012 03:19:54	GPS	32.850623	-79.984315	0	8	8	5	21	12
274	07/09/2012 03:20:54	GPS	32.850543	-79.984325	0	8	8	5	21	12
275	07/09/2012 03:21:55	GPS	32.850544	-79.984301	0	8	8	5	21	12
276	07/09/2012 03:22:56	GPS	32.850553	-79.984412	0	7	7	5	10	12
277	07/09/2012 03:23:56	GPS	32.85056	-79.984333	0	8	8	5	10	12
278	07/09/2012 03:24:51	GPS	32.850598	-79.984324	0	7	7	5	19	12
279	07/09/2012 03:25:50	GPS	32.850541	-79.984253	0	7	7	5	19	12
280	07/09/2012 03:26:50	GPS	32.85049	-79.984302	0	8	8	5	19	12
281	07/09/2012 03:27:50	GPS	32.850385	-79.984311	0	7	7	5	19	12
282	07/09/2012 03:29:00	GPS	32.850499	-79.984351	0	8	7	5	19	12
283	07/09/2012 03:30:00	GPS	32.850591	-79.984365	0	7	7	5	15	12
284	07/09/2012 03:31:06	GPS	32.850611	-79.984325	0	7	8	5	17	12
285	07/09/2012 03:32:09	GPS	32.850393	-79.984445	0	8	7	5	19	12
286	07/09/2012 03:33:02	GPS	32.850588	-79.984423	0	9	8	8	22	12
287	07/09/2012 03:34:03	GPS	32.850587	-79.98444	0	9	8	5	22	12
288	07/09/2012 03:35:03	GPS	32.850627	-79.984394	0	8	7	5	19	12
289	07/09/2012 03:36:04	GPS	32.850615	-79.984363	0	7	7	5	17	12
290	07/09/2012 03:37:05	GPS	32.850673	-79.984320	0	7	6	12	17	12
291	07/09/2012 03:38:06	GPS	32.850614	-79.98433	0	6	6	5	20	12
292	07/09/2012 03:39:06	GPS	32.850569	-79.984465	0	9	7	5	20	12
293	07/09/2012 03:40:07	GPS	32.85064	-79.984314	0	8	6	12	20	12

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STATE OF SOUTH CAROLINA **FILED** COURT OF GENERAL SESSIONS

COUNTY OF Charles **2012 JUL 27 AM 8:42**

State of South Carolina, JULIE L. ANSTRONG
CLERK OF COURT

BOND ORDER

-vs- Deangelo Mitchell **MH**

Warrant/Indictment #'s. M995020, M995386, M995387, M726802
Charges / Offenses: _____

This matter is before the court on a ☐ motion to reduce bond ☐ motion to set bond ☒ motion to revoke bond.

Having now determined this matter, the court orders as follows:

- ☐ the motion(s) is/are hereby denied.
☒ the motion to reduce and/or set bond on the charges of _____
_____ is hereby granted.

Bond is hereby ordered as follows: Bond IS REVOKED DUE
to repeated violations of the terms &
conditions set forth in Judge Bosnell's bond order.

- ☐ This order represents one consolidated bond on all the listed charges.
☐ This order requires separate bonds on each listed charge.
☐ All bond conditions previously ordered shall be part of this order.
☐ Other Conditions imposed: _____

- ☐ the motion has either been withdrawn or counsel failed to appear at the time this matter was scheduled; therefore, the motion is denied and shall not be rescheduled except as ordered by this Court.
☐ this bond matter was previously heard in the circuit court; the court declines to modify the order of another circuit judge and the request is denied.

The defendant shall not be released until execution and filing of the appropriate bond documents with the Court.

IT IS SO ORDERED.

[Signature]
Presiding Judge

Date: 7/26/2012

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON
2012 AUG -8 PM 3:21

IN THE COURT OF GENERAL SESSIONS
NINTH JUDICIAL CIRCUIT

STATE OF SOUTH CAROLINA
J. ARMSTRONG
CLERK OF COURT

VS.

BY MIA

**NOTICE OF
FORFEITED RECOGNIZANCE**

AA ACE BAIL BY FRANCES)
AND PALMETTO SURETY CORP.)
Mitchell, Deangelo)
_____)

TO: Above-captioned defendants as Principals and AA ACE BAIL BY FRANCES and PALMETTO SURETY CORP, sureties:

You will please take notice that the conditions of the following Recognizance bonds dated and filed in the Charleston County Clerk of Court as follows:

Defendant	Warrant #	Bond Issued Date	Bond Amount
Mitchell, Deangelo	M995020	02/08/2012	\$ 150,000 Consolidated
	M995386		
	M995387		
	M726802	09/19/2011	\$ 25,000

have not been complied with for these reasons: Bondsman failure to ensure the defendant's compliance with terms of the bond. Specifically, willfully failing to enforce the electronic monitoring requirement;

You are therefore summoned to appear in the office of Assistant Solicitor James P. Stack (101 Meeting Street, 4th Floor) on **September 5, 2012 at 10:00AM** to resolve all issues related to the forfeiture on the above listed bonds. Failure to attend this meeting will result in the Solicitor's Office moving for immediate Forfeiture of 100% of the bond(s).

You are further summoned to appear before the term of Court of General Sessions for this County at **9:30 AM on September 7, 2012**, to show cause, if any you can, why judgment should not be confirmed against you in the amount of such bond(s) not resolved in the meeting scheduled in the above proceeding paragraph.

CHARLESTON, SC
August 8, 2012

J. P. Stack
James P. Stack
Assistant Solicitor

FILED

STATE OF SOUTH CAROLINA) IN THE COURT OF GENERAL SESSIONS
COUNTY OF CHARLESTON) FOR THE NINTH JUDICIAL CIRCUIT

The State,

JULIE A. DUNN
CLERK OF COURT

BY _____

Indictments Nos.: 2011-GS-10-7749
2012-GS-10-0711
2012-GS-10-1680
2012-GS-10-1818

verses

DEANGELO MITCHELL,
Defendant

Warrants Nos.: M726862 ⁰² 915
M995020
M995387
M995386

and

AA ACE BAIL BY FRANCES
And Palmetto Surety Corp.,
Sureties for the Defendant

Bond Amount: \$150,000 (Consolidated)

ORDER OF ESTREATMENT OF BOND

THIS MATTER CAME before the Court on the State's Motion for Estreatment of Bond of the above-named defendant, Deangelo Mitchell, through Assistant Solicitor James P. Stack on September 7, 2012, and October 11, 2012. Robert T. Williams Esq., of Lexington, appeared on behalf of the bond insurer.

Ninth Circuit Solicitor Scarlett Wilson and Assistant Solicitor Culver Kidd appeared on behalf of the State at defendant Mitchell's July 26, 2012 bond revocation hearing; Robert G. Howe, Esquire, appeared on behalf of the defendant.

FACTS AND PROCEDURAL BACKGROUND

The defendant, Deangelo Mitchell, was initially arrested on September 19, 2011, and charged with Possession with Intent to Distribute Cocaine. He was released on a \$25,000 surety bond. Mitchell was arrested again on December 20, 2011, and charged with Trafficking

APM
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Cocaine, Distribution of Cocaine, and Involuntary Manslaughter. On January 25, 2012, Magistrate Judge Gosnell consolidated Mitchell's bond at \$150,000 and required both house arrest and passive satellite monitoring. House arrest at the address of 4107 Blanton Street, North Charleston, was specified along with other terms and conditions set forth in Judge Gosnell's bond order. (See Exhibit 1). AA Ace Bail by Frances, with Palmetto Surety Corporation, assumed responsibility for both the initial and subsequent bond. (See Exhibit 2) Robinson Monitoring Company provided the satellite monitoring service.

On July 26, 2012, this Court heard a Motion for Reconsideration of Bond filed by Assistant Solicitor James P. Stack on behalf of the Ninth Circuit Solicitor's office. The State sought revocation of Mitchell's bond due to repeated violation of the house arrest requirement over an extended period of time. The Court heard the testimony of Ms. Frances Jenkins, for the bonding insurer; Mr. James F. Robinson, of Robinson Monitoring Company; the defendant, Deangelo Mitchell; and the defendant's uncle.

Testimony indicated that the monitoring company had reported several violations of the house arrest requirement to the bond insurer without results. Specifically, Robinson informed Jenkins that Mitchell was leaving his house each night and spending time at locations known for drug distribution, and it appeared to Robinson that Mitchell was selling drugs. According to Robinson, Jenkins replied that selling drugs was how defendant Mitchell made a living, and he was good at making his payments to her. Robinson further testified that Jenkins refused to put Mitchell back in jail or notify the Solicitor's office of the violations. Robinson eventually circumvented Jenkins and reported the ongoing problem directly to the Solicitor's office.

During her testimony, Jenkins acknowledged that Robinson had made her aware of the violations and admitted that she did not inform the Solicitor's office. She further acknowledged that she had filed Motions to Vacate on clients in the past for the violation of the good behavior requirement due to a subsequent arrest. Assistant Solicitor Kidd questioned Jenkins about the bond paperwork and the signature that she provides as the surety bondsperson, specifically noting that "it's just that part of your job as a bondsman is to help enforce the conditions of the bond?"

Frances Jenkins: Absolutely. I agree 100 percent.

Assistant Solicitor: It's just an acknowledgement that you do a little bit more than just appearances?

Frances Jenkins: Yes, sir, I suppose.

(7/26/2012 Transcript pp. 40-41).

The Court further inquired of Ms. Jenkins:

The Court: You knew he was subject to certain house arrest provisions because that's why you called him and said you need to quit being out at 2 o'clock in the morning, and stay close, correct?

Frances Jenkins: Exactly.

(Transcript p. 43).

At the conclusion of the hearing, this Court revoked the defendant's bond, finding him to have been in repeated and willful violation of the terms and conditions of Judge Gosnell's bond order. The defendant was returned to the Sheriff Al Cannon Detention Center and eventually

ARM
3

pled guilty. Deangelo Mitchell was sentenced on September 6, 2013, to a term of imprisonment with the South Carolina Department of Corrections.

The State gave Notice of Forfeited Recognizance to both the South Carolina Department of Insurance and Palmetto Surety Corporation on August 16, 2012. As a consent agreement could not be reached, this court heard the State's motion for estreatment of Mitchell's bond on September 7, 2012. Arguments were presented and are preserved on the record.

At the hearing, the Court indicated its concern with the deliberate action of the bondswoman, noting that Judge Gosnell's Order required house arrest and satellite monitoring. Frances Jenkins ignored these requirements and intentionally declined to report Mitchell's numerous excursions (in the middle of the night) to areas known for drug activity. Defendant was in obvious violation of the house arrest on multiple occasions, and Jenkins failed to report the violations or to take any action to ensure Mitchell's compliance with Judge Gosnell's bond order. To argue, after the fact, that she only insures "appearance" and not "behavior" is not credible, nor is it supported by South Carolina law. *See e.g. State v. Boatwright*, 310 S.C. 281, 423 S.E.2d 139 (1992) *citing State v. Workman*, 274 S.C. 341, 263 S.E.2d 865 (1980)(bond may be estreated if the defendant breaches terms or conditions of the bond other than appearance).

A subsequent hearing was conducted on October 11, 2012. Assistant Solicitor Stack presented three affidavits reflecting the costs incurred by the State in addressing Mitchell's repeated violations of the "house arrest" condition of his bond. Arguments were also presented as to the willfulness of these violations, the purpose of the bond, and other pertinent factors.

QPM

LEGAL ANALYSIS

Most estreatments of bond arise from a defendant's failure to appear in court; however, it is also within the discretion of this court to estreat for violations of the "good behavior" provisions set forth in a bond order. *State v. Boatwright* reiterates that "[e]streatment for a violation of the good behavior condition is proper," and that "a professional bondsman... is certainly aware that an appearance bond carries conditions beyond the defendant's presence in court." *Boatwright*, 423 S.E.2d at 140-141; 310 S.C. at 283.

To determine the amount of remission, if any, a court is required to consider three factors. S.C. Code Ann. 38-53-70 (1976) unambiguously provides that the trial court must consider the cost to the State in determining remission of the judgment on a forfeited bond. However, the trial court is not limited to considering the actual cost to the State. In determining whether, and to what extent, to remit an estreated bond, the trial court should consider "(1) the purpose of the bond; (2) the nature and wilfulness of the default; [and] (3) any prejudice or additional expense resulting to the State." *State v. Policao*, 402 S.C. 547, 558, 741 S.E.2d 774, 780 (Ct. App. 2013) citing *Ex-parte Polk*, 354 S.C. 8, 13, 579 S.E.2d 329, 331 (Ct. App. 2003).

Considering these factors, it is clear to this Court that at least a portion of the bond should be estreated here. First, the purpose of the bond in this matter was to assure not only Mr. Mitchell's appearance, but also his good behavior while out on bond. It was for this reason that in addition to the \$150,000.00 surety, Judge Gosnell set forth as conditions "24 hour house arrest at 4107 Blanton Street. N. Charleston, SC, with passive satellite monitoring other than work, medical, atty, court and church escorted with family member/girlfriend." (Conditions of 1/25/2012 Gosnell Bond Order).

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Mr. Robinson testified at the bond revocation hearing that his company not only contacted the defendant on a number of occasions but that either he or his employees notified Ms. Jenkins as well and that “[i]t got to where there was just no compliance.” It was at that point that Robinson notified the Solicitor’s Office and provided copies of the GPS report containing the satellite footprints for the defendant. He further testified as to the notifications to Ms. Jenkins. (Transcript pp. 47-55). The violations of the defendant, as well as Ms. Jenkins’ admitted failure to fulfill her obligations as the bondsperson and take appropriate action to address them, were clearly willful. Finally, the State produced affidavits as to the expenses incurred in addressing the violations, and the Court has considered these expenses in conjunction with the additional prejudice to the State and the other *Polk* factors.

As a result of the monitoring problems in this case and in others cases brought to the attention of the Court at a September 7, 2012 hearing, Ninth Circuit Solicitor Scarlett Wilson moved that the Court impose a moratorium on the use of electronic and satellite monitoring as a condition of bond in the Ninth Judicial Circuit, until further notice. Due to the “gross lack of consistency and reliability in the supervision of defendants and the reporting of violations” by multiple bail bond and monitoring companies including AA Ace Bail by Frances and Palmetto Surety Corporation, the Court granted the State’s motion and imposed the moratorium.¹

On July 1, 2014, after much study and consideration by Solicitor Wilson, the Charleston County Sheriff's Office, and the Honorable Roger Young, Charleston County resumed the electronic monitoring of appropriate persons as a condition of bond. In light of the monitoring problems presented to the Court, in part as a result of the behavior in this particular case, the monitoring of all Charleston County arrestees will now be conducted by the Charleston County Sheriff's Office. Violations will be instantly electronically transmitted to the Sheriff's Office,

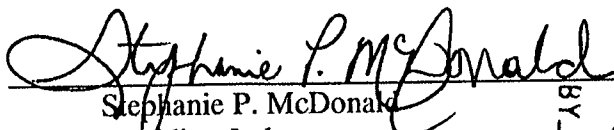
¹ See McDonald Administrative Order of September 7, 2012.

and the "Sheriff's Office, not the vendor or the bondsman, will make the sole determination whether someone should be picked up for a violations of monitoring conditions." (See the June 17, 2014 Memorandum of the Honorable Roger M. Young).

In sum, both the defendant's behavior and the failure of the bondsperson to report Mitchell's violations of Judge Gosnell's "house arrest" bond condition violated the clear purpose of the bond order, and these violations were willful. The State incurred expenses in addressing not only Mitchell's repeated violations, but also the bondsperson's conscious decision to ignore them. The State was further prejudiced because as a result of this case and the other cases brought to the Court's attention during Solicitor Wilson's study of the electronic monitoring problems in the Ninth Circuit, the imposition of electronic monitoring as a condition of bond was halted in Charleston and Berkeley Counties. It has only recently resumed in Charleston County.

THEREFORE, IT IS HEREBY ORDERED that this bond is estreated in the amount of \$75,000.00, and that unless a consent installment payment plan can be established, a single payment shall be made to the Charleston County Clerk of Court, located at 100 Broad Street, Charleston South Carolina, within thirty (30) days of that date of this order. Failure to make the payment or payments in a timely manner shall result in the full amount of the bond (\$150,000.00) being estreated and immediately due. The Solicitor's office shall schedule a Rule to Show Cause Hearing to address any issues of non-payment.

IT IS SO ORDERED this 8th day of July, 2014.


Stephanie P. McDonald
Presiding Judge
Ninth Judicial Circuit

July 8, 2014
Charleston, South Carolina

2014 JUL -9 PM 4:42
JULIE S. WILSON
CLERK OF COURT
BY 

COPY

STATE OF SOUTH CAROLINA

COURT OF APPEALS

APPEAL FROM CHARLESTON COUNTY

COURT OF GENERAL SESSIONS

STEPHANIE P. MCDONALD, CIRCUIT COURT JUDGE

Indictments Nos. 2011-GS-10-7749, 2012-GS-10-0711, 2012-GS-10-1680,
2012-GS-10-1818

The State of South Carolina Respondent,

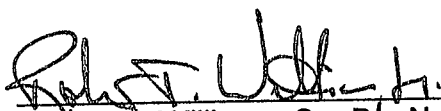
v.

Deangelo Mitchell, Defendant,
AA Ace Bail by Frances Jenkins, Bondsperson
and Palmetto Surety Corp., as Surety are, ... Appellants.

NOTICE OF INTENT TO APPEAL

Frances Jenkins d/b/a AA Ace Bail and Palmetto Surety Corp. as Surety, appeal the Order for Estreatment of Bond issued by The Honorable Stephanie P. McDonald, dated July 8, 2014, received July 9, 2014, estreating monies from Appellants and emanating from a hearing on September 7, 2012 and October 11, 2012. A copy of said order is attached hereto.

July 15, 2014


Robert T. Williams, Sr., Bar No.: 6149
Benjamin A. Stitely, Bar No.: 75339
Williams, Hendrix, Steigner & Brink, P.A.
206 East Main Street
Post Office Box 849
Lexington, South Carolina 29071
(803) 359-1550

Other Counsel of Record:
Scarlett A. Wilson, Solicitor
James P. Stack, Assistant Solicitor
Ninth Circuit Solicitor's Office
O.T. Wallace Building
101 Meeting Street, Suite 400
Charleston, S.C. 29401
(843) 958-1900

RECEIVED
JUL 15 2014
SC Court of Appeals

STATE OF SOUTH CAROLINA
COURT OF APPEALS
APPEAL FROM CHARLESTON COUNTY

RECEIVED

JUL 15 2014

Court of General Sessions

SC Court of Appeals

STEPHANIE P. MCDONALD, CIRCUIT COURT JUDGE

Indictments Nos. 2011-GS-10-7749, 2012-GS-10-0711, 2012-GS-10-1680,
2012-GS-10-1818

The State of South Carolina Respondent,

v.

Deangelo Mitchell, Defendant,
AA Ace Bail by Frances Jenkins, Bondsperson
and Palmetto Surety Corp., as Surety. Appellants.

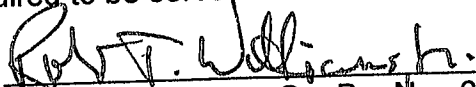
PROOF OF SERVICE

I certify that on July 15, 2014, I have served the within **Notice of Intent to Appeal** upon the individual(s) named below by placing a copy of same in the United States Mail, postage prepaid and return address clearly indicated to the address(es) below:

Scarlett A. Wilson, Solicitor
James P. Stack, Assistant Solicitor
Ninth Circuit Solicitor's Office
O.T. Wallace Building
101 Meeting Street, Suite 400
Charleston, S.C. 29401

I further certify that all parties required to be served have been served.

Dated: July 15, 2014


Robert T. Williams, Sr., Bar No.: 6149
Benjamin A. Stitely, Bar No.: 75339
Williams, Hendrix, Steigner & Brink, P.A.
206 East Main Street
Post Office 849
Lexington, SC 29071
(803) 359-1550

The South Carolina Court of Appeals

The State, Respondent,

v.

Deangelo Mitchell, Defendant,

and

AA Ace Bail by Frances and Palmetto Surety Corp.,
Sureties for the Defendant, Appellants.

Appellate Case No. 2014-001516

The Honorable Stephanie P. McDonald
Charleston County

Trial Court Case No. 2011GS1007749, 2012GS1000711,
2012GS1001680, 2012GS1001818

ORDER

The time for serving and filing the appellants' initial brief and designation of matter is hereby extended until December 3, 2014.

FOR THE COURT

BY V. Claire Allen, Deputy
CLERK

Columbia, South Carolina

FILED

10/23/14

cc:

Scarlett Anne Wilson, Esquire
James Peter Stack, Esquire
Salley W. Elliott, Esquire
Alan McCrory Wilson, Esquire
Robert T. Williams, Sr., Esquire
Benjamin Allen Stitely, Esquire

1 STATE OF SOUTH CAROLINA
2 COUNTY OF CHARLESTON

COURT OF GENERAL SESSIONS
2011-GS-10-07749
2012-GS-10-01680
2012-GS-10-01818
2012-GS-10-00711

4 STATE OF SOUTH CAROLINA)
5)
6 Plaintiff)

7 V.)

TRANSCRIPT OF RECORD

8 DEANGELO MITCHELL,)
9 Defendant.)

10 July 26, 2012
11 Charleston, South Carolina

12
13 B E F O R E :

14 THE HONORABLE STEPHANIE McDONALD, JUDGE
15
16
17

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

19 Ms. Scarlet Wilson, Solicitor,
20 Mr. Culver Kidd, Assistant Solicitor
21 Representing The State

22 Mr. Robert G. Howe, Esquire
23 Representing The Defendant

24 Anne Bouley Meyer, RPR
25 Circuit Court Reporter
Ninth Judicial Circuit

1 THE COURT: Thank you, ladies and gentlemen,
2 good afternoon. Okay, I'm happy to hear from you all
3 whenever you are ready.

4 Do we have the defendant?

5 MR. HOWE: Defendant is here, Your Honor.

6 THE COURT: Thank you.

7 MR. KIDD: Your Honor. Once again, Your Honor,
8 I know that we do -- once again, we subpoenaed Ms.
9 Jenkins to be here. I spoke to her again yesterday,
10 impressed on the fact that she was going to need to be
11 here, we are starting at 1:00 p.m. in your courtroom.

12 THE COURT: Not here?

13 MR. KIDD: She assured me she would be here. She
14 is not here as of yet.

15 THE COURT: Okay, a bench warrant will issue. I
16 gave her her one free bite at the apple last week.
17 Despite the fact that you were in a lengthy trial, you
18 managed to be here.

19 MR. KIDD: I agree, Your Honor. But I do think
20 we could go forward at least with the motion to revoke
21 or modify the bond.

22 THE COURT: I'm happy to hear it.

23 MR. KIDD: Do you have a copy of the motion I
24 filed?

25 THE COURT: I do not have a copy of the motion.

1 I have a copy of some paperwork.

2 MR. KIDD: May I approach?

3 THE COURT: Yes, you may. If you all give me a
4 proposed order for the bench warrant, we will issue it.
5 I hate to have to do that, but.

6 Okay, happy to hear from you.

7 MR. KIDD: Thank you, Your Honor, may it please
8 the Court.

9 As it's noted in my motion, Your Honor, the
10 defendant was originally -- so I think my motion is in
11 two parts. One, the defendant was originally arrested
12 September 19th, 2011 for possession with intent to
13 distribute cocaine. He was set \$25,000 surety bond.
14 Now there was no GPS monitoring or anything of such on
15 that bond.

16 But then after his release on that bond, he was
17 re-arrested December 20th of that same year. So within
18 a couple months he was re-arrested on trafficking
19 cocaine, distribution of cocaine and involuntary
20 manslaughter.

21 So in part this motion to revoke or modify would
22 be on the basis that he violated the good behavior
23 condition of that original bond.

24 But the second part, Your Honor, would be that
25 the bond set on the second arrest was set on January

1 25th, 2012. And Judge Goznell set 150,000 consolidated
2 surety bond. I believe I attached the copy of Judge
3 Goznell's order to the back of my motion.

4 The conditions of that bond state \$150,000
5 surety, 24-hour house arrest at 4107 Blanton Street,
6 North Charleston; with passive satellite monitoring
7 other than work, medical, attorney, court and church;
8 escorted by either a family member or his girlfriend,
9 who I believe signed on to his bond at the time.

10 Your Honor, since that time we have been made
11 aware by Mr. Robinson, who is the owner and operator of
12 the GPS monitoring company, that the defendant has not
13 been in compliance with the condition of house arrest.

14 Also attached to the back of my motion, Your
15 Honor, are some GPS printouts which show the
16 defendant's movements kind of through the area. I
17 think it's pretty plain to see.

18 Some of them are kind of bracketed on the third
19 and fourth page of those printouts specifically
20 relating to July 6th and the 7th of this year which
21 show the defendant is traveling throughout the
22 Charleston area, West Ashley, North Charleston,
23 downtown, Mount Pleasant, at all hours of the night
24 which, to the State, are clearly in violation of the
25 judge's order of house arrest.

1 Sort of an ancillary issue to this hearing is
2 some guidance we are kind of seeking really to maybe
3 hopefully set up some protocol so we know how the
4 reporting process and this will work in the future.

5 I think as Your Honor is aware that we have a
6 bit of an outdated system in place, maybe, that
7 requires the faxing of the GPS reports to the clerk's
8 office. We were hoping to get some sort of procedures
9 in place so that there would be some accountability as
10 to how violations of house arrest will be handled in
11 the future for my office, for the bonding company, as
12 well as for the monitoring company.

13 THE COURT: And we are working on that, Mr.
14 Kidd. I have met with the Solicitor, and also with the
15 deputy clerk of court regarding updating what is set
16 forth in Judge Rushings January 23rd, 1995
17 administrative order to make it more applicable under
18 the provisions of that older order, as you said,
19 violation reports were to be given to the clerk's
20 office.

21 The deputy county attorney, Ed
22 Isley (phonetic spelling), in 2002 wrote a very helpful
23 memo and he put all bail bond companies on notice in
24 2002 that bondsmen were obligated to ensure that they
25 were aware of violations of electric monitoring, and to

1 alert either the solicitor's office or the court of
2 such violations. And that bondsmen did not have the
3 authority to excuse such just on their own.

4 Mr. Robinson has been very helpful in offering
5 and providing some suggestions for how we might update
6 the administrative order. And that is in the works.

7 MR. KIDD: And that is exactly why we had
8 subpoenaed Ms. Jenkins to be here. Because while Mr.
9 Robinson did notify us of some violations, you know, if
10 not for actually an angry girlfriend of the defendant's
11 coming into my office and kind of, you know, making a
12 little bit of a stink about this, I feel like a lot of
13 this might not have come to the light in the manner
14 that it should.

15 An in talking to Mr. Robinson I know Ms. Jenkins
16 was made aware of these violations, and didn't really
17 do much about it. And --

18 THE COURT: We are going to fix all of that.
19 It's in the works. I know that is a separate issue of
20 how to handle Mr. Deangelo Mitchell's bond and his
21 attorney is here, so that's very helpful. We will
22 address that today.

23 But I do want to address it with his particular
24 bonds person and why these violations were allowed to
25 happen.

1 MR. KIDD: And as to the revocation or
2 modification, Your Honor. Based on the re-arrest and
3 the sort of continuous violation of his house arrest,
4 of which if you would like to hear from Mr. Robinson he
5 could testify in more detail as to the specifics of the
6 arrest, but I do think the reports kind of speak
7 plainly for themselves as well.

8 That would be the position that we would take in
9 asking you to revoke his bond at this point

10 THE COURT: I think I probably do need to hear
11 from Mr. Robinson so that Mr. Howe can question him as
12 well if he wants to.

13 Mr. Howe, I'm happy to hear from you if there is
14 anything you want to tell the court first.

15 MR. HOWE: Yes, ma'am, may it please the Court.

16 THE COURT: Yes, sir.

17 MR. HOWE: I was asked to help Mr. Deangelo
18 Mitchell back in August of last year. And he was put
19 on probation. And the charges that they speak of in
20 their motion when he was re-arrested on September 19th,
21 2011 involve a violation of the law that occurred prior
22 to his receiving probation on August the 3rd 2011.

23 So it's even if he was convicted of the charge
24 that he was arrested on in September of 2011, it would
25 not be a probation violation. I just point that out to

1 the Court.

2 After he was arrested there, he was in a car
3 which was being driven by somebody else, drugs were
4 found.

5 THE COURT: While he was on probation or after?

6 MR. HOWE: While he was on probation.

7 THE COURT: Okay.

8 MR. HOWE: And it was being driven by somebody
9 else. And that somebody else is also charged with
10 trafficking.

11 But although they maintain that it is a second
12 or third trafficking, it's the first time he has been
13 involved in more than a couple of grams. You know, if
14 you have possession and then you have possession, and
15 then you have trafficking, the third offense is
16 trafficking technically.

17 But he does not have any prior traffickings that
18 I know about. He has been working with his uncle. His
19 uncle is here.

20 And the notice of motion for bond modification
21 by the solicitor says that he is unreasonable danger to
22 the community and that he violated the terms and
23 conditions of the bond in September when he was
24 re-arrested. But yet the Exhibit A, which I believe
25 Your Honor has.

1 THE COURT: I do.

2 MR. HOWE: Says he is trafficking cocaine,
3 \$150,000 bond. He then is charged with manslaughter
4 because his brother eats some cocaine, and he
5 supposedly gave it to him, and that's 400. So that's
6 \$450,000.

7 We all agreed that that was too much of a bond,
8 and it was unfortunate that his brother had passed
9 away, and that \$150,000 surety bond was sufficient. So
10 that basically, as I see it, and I don't think I'm
11 twisting this, I hope I am not, that basically cures
12 any allegation that he violated the crimes of the State
13 in the condition that he have good behavior because
14 they agreed to a bond after it was \$450,000.

15 He was put on a \$50,000 bond December 1st, but
16 they waited until December 19th to put him on the
17 \$400,000.

18 THE COURT: I'm happy to hear anything else you
19 want to put on the record. But I think that's part of
20 their argument about why he is a danger to the
21 community because it's not just \$150,000 consolidated
22 bond you all agreed to, it's \$150,000 surety
23 consolidated bond, 24-hour house arrest at the address
24 noted, with passive satellite monitor. He is not
25 allowed to go anywhere other than certain specified

1 places.

2 As I understand their motion, what they're
3 arguing to me now is he can't even comply with that.
4 And I believe they've presented the other behavior to
5 show that there is a pattern of behavior of him not
6 being able to comply with the court orders.

7 So address that for me, if you would.

8 MR. HOWE: Yes, ma'am. Assuming that he has a
9 pattern they agreed that \$450,000 was certainly more
10 than anybody can make, and they agreed that he should
11 be out on a surety bond and that he should have a
12 monitor.

13 And I would ask that his -- it won't take but a
14 minute, Your Honor -- but I ask that he come forward
15 and explain his understanding of the monitor subject to
16 Your Honor's questions.

17 THE COURT: Okay, I'm happy to hear from him.

18 MR. HOWE: Come on up, Deangelo.

19 One other thing I would like to add, Your Honor.
20 He has not been in any trouble since he has been
21 released on the \$150,000 surety bond. He has not been
22 arrested for anything.

23 And when he has moved from place to place on
24 this monitor, he never stops. You know he is driving,
25 but he -- there is no indication that he is dealing

1 drugs.

2 He's moving each minute, the next minute, the
3 next minute. The question is did he understand that he
4 couldn't be out at night. But there is no indication
5 that he ever stopped anywhere and did anything and
6 there were no drug arrests.

7 THE COURT: First of all, respectfully, Mr.
8 Howe, what difference does that make in light of the
9 plain language of Judge Goznell's order that I have got
10 as Exhibit A?

11 MR. HOWE: Well I think he can address that
12 better than I can, Your Honor.

13 THE COURT: Okay, well, I'm happy to hear from
14 him.

15 Sir, do you swear to tell the truth, the whole
16 truth and nothing but the truth so help you God.

17 THE DEFENDANT: Yes, ma'am.

18 THE COURT: Thank you, sir. Please answer any
19 questions that Mr. Howe and Solicitor Kidd may have for
20 you.

21 MR. HOWE: I'm going to go forward first, Your
22 Honor, if it please the Court.

23 DIRECT EXAMINATION

24 BY MR. HOWE:

25 Q Deangelo, were you released on a \$50,000 bond on

1 about the 1st of December?

2 A Yes, sir.

3 Q All right. Were you put on a monitor at that
4 time?

5 A No, sir.

6 Q And did you use Frances Bail Bonding? Ms.
7 Frances?

8 A Yes, sir.

9 Q All right. And then you thereafter get arrested
10 for, about 20 days later, for -- I think 20th of
11 December, 2011 -- for manslaughter and distribution of
12 cocaine and a bond was set at 300- and 100- for a total
13 of 400-, and the 50- before that for a total of 450-;
14 is that right?

15 A Yes, sir.

16 Q And were you aware that it was a consolidated
17 bond and it was reduced to 150-?

18 A Yes, sir.

19 Q And before you were released from jail, was a
20 monitor put on your leg?

21 A Yes, sir.

22 Q And do you remember who put it on?

23 A Ms. Dana. Ms. Dana, she worked for Robinson
24 Bail Bonding Company.

25 Q And did she give you a copy of the order

1 indicating that you couldn't be out except when you
2 were working with your uncle?

3 Would you stand up, please, Mr. Green?

4 Except when you were working with your uncle and
5 going to church and coming to see me. Did she explain
6 that to you?

7 A No, sir.

8 Q Did you pay any money to Mr. Robinson's son on a
9 monthly basis?

10 A Yes, sir.

11 Q Have you had any arrests during that time?

12 A No, sir.

13 Q Were you ever told by the son that the monitor
14 indicated that you were in violation of the terms and
15 conditions of the bond?

16 A No, sir. Every time I reported to them they
17 told me I was doing fine. They ain't never told me I
18 was in violation of my bond, sir. They never explained
19 the rules of my bond to me or anything.

20 Q Okay. And I believe Mr. Culver Kidd, the
21 attorney, said that you had some arguments with your
22 girlfriend and that apparently your girlfriend went
23 down to the solicitor's office and said she thought you
24 were in violation.

25 Is that information consistent with what you

1 heard?

2 A Yes, sir.

3 Q And if you were allowed, now that you understand
4 the --

5 MR. HOWE: Now this motion was first filed July
6 the 9th. And we had, as Your Honor knows, we had some
7 discrepancies because this was mailed to my old PO Box
8 and I didn't get it in a timely fashion, and Mr. Kidd
9 was nice enough to not require me to attend because of
10 the notice.

11 I was then notified Monday that you wanted me
12 here Thursday, and that was the end of that story.
13 Because if you wanted me here Thursday, I'm going to be
14 here Thursday.

15 THE COURT: Thank you, sir.

16 MR. HOWE: It is also within the notice
17 requirement because it's 4 days which I noticed.

18 Q (By Mr. Howe) Do you think that you can follow
19 -- let me ask you this. When you drove here, did you
20 stop? Did you go in anyplace or see anybody?

21 A No, sir.

22 Q You just basically drove through town?

23 A Yes.

24 Q And did you sell or buy any drugs during that
25 time?

1 A No, sir.

2 Q All right. And if this, the end of this bond
3 says that -- this bond revocation says, the state is
4 requesting the defendant's bond in this matter be
5 revoked, or in the alternative modified due to his
6 continuous disregard for the law and dangerousness to
7 society.

8 MR. HOWE: I've already addressed the
9 dangerousness to society, Your Honor, in the fact that
10 we have a consent order.

11 Q (By Mr. Howe) But do you understand since
12 you've gotten this, and since I have talked to you,
13 have you been in, and you haven't been out riding
14 around town since we got this, have you?

15 A No, sir.

16 Q And you think you can continue to abide by that
17 and continue to work for your Uncle William Green at
18 Furlough Catering?

19 A Yes, sir.

20 Q And did you go in fact go down with Furlough
21 Catering to Beaufort, South Carolina on several
22 occasions?

23 A Yes, sir.

24 Q And I think you all said that you all cater to
25 graduations, parties, fundraisers, any type of event

1 that requires catering?

2 A Yes, sir.

3 Q And were you told that you had to be back to
4 Charleston by any specific time?

5 A No, sir. Only goes to leave the state if I was
6 working. I don't leave the state.

7 Q And did you in fact have a job out of Atlanta
8 with your uncle which you couldn't go because you can't
9 leave the state?

10 A Yes, sir.

11 Q You don't deny that -- let me ask you this. I
12 don't want to lead you. Do you think that you violated
13 the monitor? Did you know that you were violating the
14 monitor?

15 A No, sir.

16 Q Did you tell -- were you told by anybody from
17 Robinson Bonding Company that you were violating the
18 monitor?

19 A No, sir.

20 Q And our absentee bondsman, Frances Jenkins, did
21 she ever tell you that you violated the monitor?

22 A No, sir.

23 Q Have you ever received a letter saying that you
24 violated the monitor?

25 A No, sir.

1 Q Have you ever received a notice to come to court
2 to show cause if any you can, why you should not be put
3 back in court for violating the monitor?

4 A No, sir.

5 Q And I believe everything you have seen are the
6 things that I have shown you?

7 A Yes, sir.

8 Q Do you know now that you can't try to have a
9 friendly relationship with somebody and take the --
10 have the assumption that it's okay to do as you please
11 unless you are told otherwise?

12 Do you now understand the terms and conditions
13 if you are not working with your uncle you got to be
14 home?

15 A Yes, sir.

16 Q Unless you are at church?

17 A Yes, sir.

18 Q And that you don't really have an explanation
19 that you were at church every time that you were out
20 each time?

21 A Yes, sir.

22 Q You were not?

23 A No.

24 Q But your understanding when you would have
25 conversations with the Robinson son, did he ever

1 mention to you that you were going to be going to court
2 if you don't quit riding around?

3 A No, sir.

4 Q Did he ever tell you that you were doing well,
5 he was pleased with how you were doing not getting in
6 trouble?

7 A I was doing better, not getting in trouble. I
8 ain't got no further arrests or anything.

9 MR. HOWE: That's all the questions I have at
10 this time, Your Honor. Thank you.

11 THE COURT: Okay. Thank you, sir.

12 Mr. Kidd.

13 MR. KIDD: Thank you, Your Honor.

14 CROSS EXAMINATION

15 BY MR. KIDD:

16 Q Mr. Mitchell, can you tell me a little bit about
17 your bond arrangement with Ms. Jenkins. How much do
18 you pay -- how much did you pay her up front?

19 A I don't know, my family took care of that.

20 THE COURT: Sir, I'm going to get you to stand
21 up. I need to be able to hear you and the court
22 reporter has to hear you.

23 MR. HOWE: Do you want him up at the microphone?

24 THE COURT: I think he is probably fine if he
25 can just speak up a little bit.

1 MR. HOWE: All right. They just want you to
2 speak up. You know, that's a good little ways to where
3 she is.

4 Q (By Mr. Kidd) Are you making any payments to
5 her on a regular basis?

6 A Yes, sir.

7 Q What are those payments?

8 A Sometimes I pay like what I can afford, like a
9 100, \$200, something like that.

10 A So you just kind of make as much payments as you
11 can to her until you pay off a certain amount of money?

12 A Yes, sir.

13 Q How much money you got to pay off?

14 A I think it's like close to \$10,000.

15 Q And your testimony with Mr. Howe a minute ago
16 was that no one from Robinson Bail Bonding ever
17 contacted you to tell you you were violating house
18 arrest?

19 A No, sir.

20 Q And you are going to say that Frances Jenkins
21 never contacted you to notify you that you had violated
22 the terms of your bond, your house arrest?

23 A No, sir. Nobody ever notified me.

24 Q And that when you went to your bond, you were
25 there when your bond was set, right?

1 A I wasn't at the time.

2 Q You weren't there? You've seen your bond
3 paperwork, the order, right?

4 A No.

5 Q You didn't know you were on house arrest?

6 A Yeah, I know I was on a monitor, but I didn't
7 know what a monitor consists of, like what the rules
8 and stipulation was or anything. I just thought the
9 monitor was on me because to make sure I don't flee the
10 state or become a flight risk to the state.

11 Q So Ms. Jenkins nor Robinson Bail Bonds ever told
12 you about the conditions of your bond?

13 A No, sir.

14 Q You know that your girlfriend knew about the
15 conditions of your bond at the time?

16 A Yes, sir.

17 Q So she knew about your conditions of your bond,
18 but you didn't know?

19 A No. Nobody ain't never told me.

20 Q She didn't ever tell you that you were on house
21 arrest?

22 MR. HOWE: Your Honor, I'm going to object to
23 what she -- excuse me. I'm going to object to what she
24 ever told him because we can't cross-examine her, she
25 is not present.

1 THE COURT: Let me ask you this question. He
2 says he was not at the bond hearing. Were you there on
3 his behalf?

4 MR. HOWE: Yes, ma'am.

5 THE COURT: Okay, thank you.

6 MR. HOWE: I would say this, since you brought
7 that up. I have never been notified by Robinson or Ms.
8 Frances that he was violating the terms and conditions
9 of his bond.

10 THE COURT: Mr. Howe, you said this was a
11 consent order on the 150,000 consolidated bond,
12 correct?

13 MR. HOWE: Correct.

14 THE COURT: You said you all consented to that?

15 MR. HOWE: Correct.

16 THE COURT: Did you have a copy of Exhibit A?

17 MR. HOWE: Excuse me?

18 THE COURT: I assume got a copy of Judge
19 Goznell's order, correct?

20 MR. HOWE: I got it in this motion.

21 THE COURT: You never saw it when bond was set?

22 MR. HOWE: No. He wrote it down, and then he
23 mailed it to the clerk of court.

24 THE COURT: And he didn't say in open court that
25 he was on electronic monitoring and house arrest

1 certain to subject limited exceptions? You didn't know
2 that?

3 MR. HOWE: Your Honor, I'm not saying that. You
4 asked me if I had a copy of it. I didn't have a copy
5 of it.

6 THE COURT: Did you know what the terms and
7 conditions of the bond were with respect to house
8 arrest and electronic monitoring?

9 MR. HOWE: I understood he was going to be on a
10 monitor for some reason, yes, ma'am. I was jotting it
11 down on my file, but I -- if I was a better lawyer I
12 would have had a full copy of it. I didn't ask for a
13 copy of it.

14 THE COURT: I'm sorry to interrupt, go ahead.

15 MR. KIDD: Your Honor, I'm not sure I have any
16 more questions for Mr. Mitchell, but Ms. Jenkins is
17 here as well as Mr. Robinson.

18 THE COURT: Wonderful.

19 MR. KIDD: Your Honor, at this time the State
20 would call Frances Jenkins.

21 THE COURT: Ms. Jenkins, if you would come
22 forward to be sworn, please, ma'am.

23 MS. FRANCES CABELL JENKINS,
24 after having been sworn to tell the truth, the whole
25 truth and nothing but the truth, testified on her oath

1 as follows:

2 DIRECT EXAMINATION

3 BY MR. KIDD:

4 Q Good afternoon, Ms. Jenkins.

5 A Mr. Kidd.

6 Q Did you write the bond on Mr. Mitchell?

7 A I did.

8 Q And do you know what the conditions of that bond
9 were?

10 A I knew he was on electronic monitor, and I spoke
11 to Greg about it. And I don't understand why --
12 normally they go over a schedule. You know, say the
13 person is going to work or they're going to search for
14 employment, they are given hours of the day or night to
15 pursue those jobs or to see their attorney, et cetera.

16 With Mr. Mitchell, I didn't go over -- I mean I
17 did ask him about his schedule with the monitoring
18 company, that he needed to talk to Mr. Robinson in
19 order to get his work schedule or his, you know, his
20 schedule together as far as whenever he can come or go.

21 I guess in the past -- you know, I don't even
22 understand how the monitoring works myself. I have had
23 other people on it. And it has always been my
24 experience that if they violated I was notified
25 immediately.

1 Q Were you ever notified in this case of a
2 violation?

3 A Yes. I spoke to Jeff a few times and Jeff told
4 me, Frances, you need to talk to Angelo and let him
5 know that he was out late last night and have him, you
6 know, tighten up his situation.

7 I said, well, how late was he was out? And he'd
8 say, well, he was out to 10:00 or 11:00 or whatever.
9 But he stayed in the same little area, what have you.
10 Well that's kind of where his family is is the area
11 that I was under the impression that he was.

12 Now one night he called me and told me he was
13 out and it was about 2 o'clock in the morning. And I
14 contacted Deangelo and told him, I said, man, you got
15 to stay out of the streets. You can't do that.

16 Q So you explained to him that he was under house
17 arrest and he is not allowed to leave his house?

18 A I said you are on a monitor. I didn't use the
19 term house arrest. But I said, you are on a monitor
20 and you need to be taking your ways up. Because if you
21 are doing something you are not supposed to do, they
22 got you on monitor, on this monitor and they can tell
23 you exactly where you have been and how long and so
24 forth.

25 And I have never had a problem getting in touch

1 with Deangelo. He checks in with me, he comes by the
2 office and makes payments there. Usually \$100 to \$200
3 each time he makes a payment.

4 Yes, he has got a large balance. And we
5 consolidated -- his bond was consolidated with the bond
6 that had been previously written. That included all
7 the charges, and so he had already had a good amount of
8 money down on the first bond. So when it was
9 consolidated, it didn't take quite as much to the bring
10 the whole thing together.

11 But he has been regular about that sort of
12 stuff.

13 Q Do you know if he is employed?

14 A He is not employed. I know that he has gone
15 for, you know, to seek employment. But when they look
16 at his record they just, like so many places do, they
17 turn people away, don't want to give him that chance.

18 Q How many times did Robinson Bail Bonding contact
19 you about Mr. Mitchell?

20 A Two to three times only.

21 Q Two to three times. And did you contact him
22 each time in return?

23 A Yes, I talked to him each time.

24 Q And sort of to encourage him to comply with the
25 conditions of his bond?

1 A Well, yeah. He'd tell me, well, I got in touch
2 with Deangelo. And I told him, it's not a big deal,
3 just tighten up and stay within his perimeters, blah,
4 blah, blah.

5 He has always been -- I mean it's never been
6 like it's a serious situation and we need to get him
7 and put him back in jail right now. It's never been
8 that tone.

9 Q And that is according to you, right? It's never
10 been serious to you?

11 A No. No. No. I mean when Greg has contacted me
12 it's never been that tone that, oh, you got to do
13 something immediately to get him straightened out and
14 get him back in the jail or what have you. Never been
15 like that.

16 Greg has been pretty laxidaisy about his term on
17 it. He's just, tell him to stay in, you know, and
18 don't run the streets.

19 Q Whose decision would it be to lock him up, yours
20 or Mr. Robinson's?

21 A Well if he violates bond he is to contact me and
22 let me know that he has violated in such a way that I
23 need to lock him up. Or he can also do it himself as
24 far as I know. Or even your office.

25 Q Right. But have you and I talked before this?

1 Did you ever call me to notify me of the situation?

2 A No, because Greg told me he had already spoken
3 with you.

4 Q All right. What are the terms of, not the
5 conditions of the bond, but what was the payment
6 structure you had with Mr. Mitchell?

7 A Well, I don't really think that's the business
8 of the Court. I don't think that's you all's business.

9 THE COURT: Ma'am, you will answer the question.
10 Thank you.

11 A Well, he has just he paid so much down. He is
12 supposed to be making payments, a couple hundred
13 dollars a month if he can pay a couple hundred dollars
14 a month, and that's what he has been doing.

15 Q (By Mr. Kidd) And you don't know where that
16 money is coming from, do you?

17 A No, sir, I do not.

18 MR. KIDD: Court's indulgence.

19 THE COURT: Yes, sir.

20 MR. KIDD: I don't have any further questions
21 for Ms. Jenkins.

22 THE COURT: Mr. Howe, any questions?

23 MR. HOWE: May it please the Court, Your Honor.

24 THE COURT: Yes, sir.

25 CROSS EXAMINATION

1 BY MR. HOWE:

2 Q Ms. Jenkins, you have known me approximately how
3 many years?

4 A Forty maybe.

5 Q Okay. And I believe you and I live on the same
6 Island, Johns Island?

7 A I live on Wadmalaw.

8 Q I wish I lived on Wadmalaw.

9 A I know you do.

10 Q Everybody does. Would you consider this young
11 man to be, from your standpoint, cooperative as a
12 person out on bond?

13 A Yes, sir. If I had more people that were as
14 cooperative and as Deangelo has been, I would have a
15 lot of my stress level reduced. Yes.

16 Q I'm going to -- I'll be glad to show it to you
17 -- but simply to make things flow a little easier, I'm
18 going to read a letter from Mr. William Green, his
19 uncle. And it says, dated January 21st.

20 And I got it, I'm trying to think back why we
21 got it for that particular date, but in any event we
22 got it -- I think we got the letter right before we got
23 the consolidated bond. And my memory is not quite what
24 it used to be. That was January 25th, so that would
25 have been the purpose to show that he had employment.

1 I, William Green, relative of Deangelo R.
2 Mitchell state that upon release of Deangelo he would
3 obtain a full-time position here at Furlough Catering.
4 I am the owner/operator of Furlough Catering and have
5 been successfully in business for over ten years.

6 Deangelo Mitchell has worked for me in the past
7 and has been a loyal and dependable employee. Should
8 the court set a bond that the defendant can afford, me
9 being his relative and the owner/operator of this
10 company I will support the orders of the court as given
11 to make sure Deangelo makes all required court dates.

12 And he then agreed to employ him which was the
13 basis of you my remarks, you may not have heard, that
14 he actually works there in Beaufort.

15 And I reserve the right to call him as a
16 witness, but I don't think we are going to need him as
17 a witness.

18 Did you ever write a letter to Deangelo or to me
19 as his attorney saying that he is going to have to
20 watch himself or he is going to be -- you got to put
21 him back in jail?

22 A No, I didn't call you. And I do recall that
23 letter, and Mr. Green. And I do remember him telling
24 me that Deangelo would be --

25 Q You do remember?

1 A -- yes, i do. when you started, yeah, my old
2 brain.

3 Q And you -- I believe you called me, correct me
4 if I'm wrong, and said -- wanted to know whether you
5 had to go to the hearing last, I think it was last
6 week. And I responded to you that I wasn't having a
7 hearing.

8 And you said that you had been subpoenaed. And
9 I said well I'm not going. And you said well I don't
10 think I'm going either. Was that basically the
11 conversation?

12 A That's not exactly the way it was.

13 Q Was that close?

14 A Part of it.

15 Q Well part of it. You can say what.

16 A In our conversation the last time I spoke to
17 you, you had just spoken to Mr. Kidd. I had spoken to
18 Mr. Kidd earlier and he had explained to me that he
19 wanted -- that the hearing was not going to be, that
20 you weren't going to be there because you weren't
21 notified in a timely fashion.

22 Q Right. Then you called me.

23 A Wait a minute.

24 Q I'm sorry.

25 THE COURT: Hang on one second. You all cannot

1 interrupt each other.

2 MR. HOWE: Yes, ma'am.

3 THE COURT: You be careful about not asking her
4 questions that are going to get her in trouble, okay.

5 MR. HOWE: Yes, ma'am.

6 THE COURT: Thank you.

7 A Okay. So then I spoke to Mr. Kidd before I last
8 spoke to you. And he told me to be here for the
9 hearing, not the hearing but a meeting with the judge
10 and Mr. Robinson and himself. And I agreed that I
11 would be here, and I'd shoot for like 10 o'clock or
12 something.

13 I have got a spinal injury that has been giving
14 me just tremendous problems. I have been in and out of
15 the hospital. I'm getting all sorts of injections and
16 stuff. And I have literally not been in my office for
17 a solid month now. But I'm having a real hard time
18 with this. So I'm on a lot of medication as well.

19 When I spoke to Mr. Kidd, he -- that was our
20 conversation that I would be there. You weren't going
21 to be there because you weren't notified in a timely
22 fashion, and that Deangelo would not be there. So.

23 Q (By Mr. Howe) I apologize for asking you
24 anything that would tell you that you had done anything
25 improper.

1 A No, I didn't.

2 Well of course -- and Mr. Kidd told me that they
3 would reschedule the hearing with -- that I had been
4 subpoenaed for. Now I did not know that I was
5 subpoenaed for this meeting. I thought it was just for
6 the hearing. And since the hearing had been postponed,
7 and when I got up the following morning around 7
8 o'clock I couldn't get out of bed. My back was locked
9 and I could not get out of the bed.

10 I called his office about 8:30, quarter to 9:00
11 and I talked to Debbie and told her that I was not
12 going to be able to make it in because I couldn't get
13 my back to straighten out, that I was in extreme pain,
14 and I was having a hard time, plus I was running a
15 fever of 101.

16 And I said, this is my telephone number. If Mr.
17 Kidd needs to speak to me, tell him to give me a call
18 at this number. And she said she would.

19 So I didn't hear anything from anyone. But Jim
20 Stack did call and said, I thought you were supposed to
21 be in court this morning. And I said, well, they had
22 postponed the case. Well, what do you mean they
23 postponed? I said, well they postponed it because
24 everybody wasn't going to be there.

25 And he said, well, I will call you back. And

1 that's the last I heard from him. And the next thing
2 that I got was a call from my granddaughter, who helps
3 me out at the office periodically, and she told me,
4 there is a subpoena here for you to be back in court
5 for Deangelo. And I said, when is it for? And she
6 said for Thursday.

7 But going back, after I talked to Mr. Kidd, you
8 called me that early evening, 6:30, something like
9 that. And I said, Bobby, you know -- he said -- I
10 said, you know, you all got to reschedule or something.
11 He said, well I think it's going to be rescheduled or
12 whatever. But he said, I don't have to go. He said
13 nobody is going to be there.

14 And he says, you don't -- and Mr. Kidd said you
15 didn't have to be there either. And I said, oh, well
16 he told me to be there for the meeting. And you said,
17 well I don't know. And that was that. But that was
18 the last time you and I talked.

19 Q The last thing I said was I don't know.

20 A Yeah, you did.

21 Q And you said, I have a subpoena. And I said
22 well you have --

23 A For the trial, for the case.

24 Q I said, well, I don't know.

25 A Uh-hum.

1 Q okay. All right. Let's get back to what we are
2 here about I think.

3 The defendant has a job with his Uncle William
4 Green. Do you think that he now understands what a
5 monitor is, the purpose of it, and that he would abide
6 by the monitor from this time forward?

7 Do you think he is a good risk for the Court to
8 leave with the monitor?

9 A Personally, I mean Deangelo is not a flight
10 risk. I truly in my heart believe that he is not a
11 flight risk. He has nowhere to go. He has nobody
12 anywhere except right here in Charleston.

13 Q Do you think he can learn just not to go riding
14 to see girlfriend, or riding to go see a friend?

15 A I think we finally penetrated to his brain that
16 you can't go out unless you are doing business with the
17 attorney, your bondsman, being in court, et cetera, or
18 going to work.

19 Q Right. Okay. I appreciate your time. I
20 apologize if I ever gave any legal advice. I certainly
21 apologize.

22 A No, you didn't give me legal advice. We were
23 just having a conversation and that's the way you saw
24 it, and that's the way I saw it.

25 Q okay. Thank you very much.

1 A Uh-hum.

2 MR. KIDD: Couple of real brief questions.

3 THE COURT: Please.

4 CROSS-EXAMINATION

5 MR. KIDD:

6 Q First of all, Ms. Jenkins, how long have you
7 been a bondsman in Charleston?

8 A Almost 20 years.

9 Q 20 years?

10 A Uh-hum.

11 Q And one other thing I just want to clarify just
12 for the Court, so that we understand what we are
13 dealing with, when a defendant gets GPS monitoring, do
14 you have a contract with that monitoring company, or
15 does the defendant have a contract? Explain to the
16 Court how that works.

17 A The defendant has that contract with the
18 monitoring company. I'm really not involved with it
19 except to be notified occasionally if there is an
20 infraction.

21 Q So your only duty --

22 A That's not mine. I have nothing else to do with
23 that.

24 Q So you got nothing to do with the monitoring.
25 So your only duties would be kind of enforcing the

1 conditions of the bond, and making sure he kind of does
2 his end on the bond, and shows up for his court
3 appearance and everything he is supposed to do on his
4 bond. And the monitoring company is just supposed to
5 monitor and report?

6 A Yes. I write appearance bonds, not behavior
7 bonds.

8 Q But you'd also agree there is a good behavior
9 clause in all these bonds you write, correct?

10 A Well.

11 Q Well so to speak. Let me phrase it a different
12 way. If he is re-arrested, a lot of times you will ask
13 to be relieved from the bond for a violation of good
14 behavior, right?

15 A May I interject?

16 Q Yes, absolutely.

17 THE COURT: Please answer yes or no and then you
18 can explain your answer.

19 A Certainly.

20 Would you give me that question again.

21 THE COURT: You appear before the court to move
22 off the bond because of violations of the good behavior
23 clause based on re-arrest.

24 And remember, I did off bonds last time.

25 A In some instances yes, but not always and this

1 is why. If I have a client that is on bond with me and
2 they have got a good history as far as staying in
3 touch, reporting to me, making their payments, going to
4 court, doing what they are supposed to do, if they
5 happen to get re-arrested for some reason and they call
6 and let me know they have been arrested, I don't always
7 revoke the bond.

8 If I have had a problem with this person and it
9 has been repetitive with them, then of course I get off
10 their bond as quickly as possible.

11 Q (By Mr. Kidd) And I understand that. I
12 understand that you are not obligated to come off their
13 bond every time they violate the good behavior clause.

14 I guess the point I was making though is that
15 you have the ability to move to come off the bond on a
16 violation of that good behavior clause?

17 A Yes.

18 Q And where I'm going with that is that it's more
19 than just an appearance bond, that there are other
20 conditions of the bond that you, as a bondsman, I mean
21 you are not an enforcer to where you are with them all
22 the time, but there are conditions of the bond that you
23 are privy to and that you enforce to some degree just
24 like a violation of good behavior clause, you can lock
25 them up for violating that condition of bond, or come

1 off the bond?

2 A Come off the bond for violating the monitoring,
3 having an infraction on the monitoring?

4 Q Well I mean that's where we are getting in a
5 circle to that. But you would agree that you would
6 have the ability on violation of the monitor, violation
7 of the house arrest to lock them up for violating that
8 condition of the bond?

9 A If I'm able to pick that person up and take them
10 to jail, yes, I can file a motion to be relieved of the
11 bond.

12 Q And do you recognize --

13 MR. KIDD: May approach the witness, Your Honor?

14 THE COURT: Yes, sir.

15 Q (By Mr. Kidd) Do you recognize a form like --
16 is that a common sort of bail order form?

17 A Yes. This is bond order form. This is
18 something that you don't see in Charleston County.
19 Every other county in the whole state uses this on
20 every single bond that's written. This is the first
21 and the only one that I have ever had in Charleston
22 County.

23 Q The first one you have ever had in Charleston
24 County?

25 A Absolutely.

1 Q But you signed this specific one, right? Is
2 that your signature down there?

3 MR. HOWE: I'm sorry, Your Honor, I don't know
4 what he's showing her.

5 MR. KIDD: I apologize.

6 MR. HOWE: I'm not following you. Go ahead.

7 THE COURT: Mr. Kidd, may I take a look at it?

8 MR. KIDD: Absolutely, Judge. And the part on
9 the last paragraph where it says -- starts appearance.

10 THE COURT: It's a copy of the form that we
11 commonly use. And I commonly use it here in Charleston
12 County as well.

13 A But we never get them.

14 Q (By Mr. Kidd) I guess my question is, on the
15 sentence right here it says, the surety being sworn
16 says that -- excuse me.

17 On the 13th day of February 2012, personally
18 appeared before me, the undersigned judge, the surety
19 man below acknowledged himself and indebted to the
20 State of South Carolina in such sum to be levied on his
21 real and personal property to the state should named
22 defendant fail to perform in the conditions of this
23 order.

24 So -- and then it attaches the order, the actual
25 bond order with the conditions to it. And then you

1 sign as the bondsman?

2 A Yes, sir. And the way it's worded it says that
3 I appeared in front of the judge.

4 Q Uh-hum.

5 A That didn't happen.

6 Q Okay.

7 A All I did was fill out this paperwork after the
8 fact.

9 Q All I'm getting at, Frances, and I know this
10 might be coming off more contention than it needs to
11 be. All I'm getting at is that as a bondsman, there
12 are conditions of the bond, other than just appearance,
13 that you oversee and ensure that the defendant
14 complies, that he adheres to.

15 Just like how you said that when the Robinson
16 GPS Monitoring Company contacted you, you reached out
17 to Mr. Mitchell to tell him to adhere to the conditions
18 of his bond. And that's all I'm getting at, it's just
19 that part of your job as a bondsman is to help enforce
20 the conditions of the bond?

21 A Absolutely. I agree 100 percent.

22 Q And that's all I'm getting at by showing you
23 this form.

24 A Yes, sir.

25 Q It's just an acknowledgment that you do a little

1 bit more than just appearances?

2 A Yes, sir. I suppose.

3 Q Okay.

4 MR. HOWE: Your Honor, could I question on this?

5 THE COURT: Certainly.

6 REDIRECT EXAMINATION

7 BY MR. HOWE:

8 Q Ms. Frances, the more I walk, by the time I get
9 over there I will be walking pretty good and get over
10 here to you. I used to crawl, so I feel better.

11 This is, this says \$150,000 with surety,
12 trafficking cocaine, manslaughter, involuntary and
13 distribution of cocaine. And it's after they charged
14 him with the 50,000, and they charged him with the
15 additional charges. And it says, see order dated, and
16 then this other thing.

17 A That's just the backside of that order.

18 Q Okay. And then it says, see order. What order
19 is it talking about? Do you know? This gives the
20 criminal charging document numbers, which I guess would
21 be these three charges. And it says, see order.

22 A That's the bond order form right there.

23 Q Okay. And it's got your signature, and where it
24 says signature judge is says, see order. Do you know
25 what order they are talking about?

1 A I don't have the order.

2 Q You don't have the order? They didn't give you
3 a copy of it?

4 A I never get a copy of the order.

5 Q I do believe that's all I have. Thank you.

6 A You're welcome.

7 MR. KIDD: I have no further questions, Judge.

8 THE COURT: Okay. I'm assuming, for my own
9 edification, that the order it says to see is Judge
10 Goznell's order that encompasses the \$150,000
11 consolidated bond and the provision of house arrest; is
12 that correct?

13 MR. KIDD: That's correct, Your Honor.

14 THE COURT: Ma'am, you understood what was set
15 forth in Judge Goznell's order, I assume?

16 THE WITNESS: I was told what the amount of the
17 bond was, that he consolidated those charges together,
18 the trafficking and the manslaughter and I think it was
19 the distribution charge.

20 And one of them he had already been released on
21 bond so that bond went away and we consolidated all
22 three together and that was where we came up with the
23 \$150,000 bond.

24 Since I didn't get a copy of the order, I don't
25 know exactly what Judge Goznell ordered other than the

1 fact I knew it was -- I knew that it would be GPS
2 monitoring. And he would be, you know, he had to go to
3 work and this sort of thing.

4 THE COURT: You knew he was subject to certain
5 house arrest provisions because that's why you called
6 him and said you need to quit being out at 2 o'clock in
7 the morning, and stay close, correct?

8 THE WITNESS: Exactly.

9 THE COURT: And if you are charged with being
10 responsible for the bond, wouldn't it be incumbent on
11 you to look for a copy of the order and make sure you
12 knew what the terms and conditions were?

13 THE WITNESS: Judge, I hate to even go here.
14 But there is so much paperwork that we don't get as
15 bondsman. It's just a lot of things that are left with
16 big open spaces seriously, so.

17 THE COURT: Well --

18 THE WITNESS: I was surprised to get a copy of
19 that order, to tell you the truth, that bond order
20 form.

21 THE COURT: I hope you understand how close you
22 are to having had a bench warrant issued for you last
23 week, and to being in contempt of court.

24 THE WITNESS: Yes, ma'am, I do now that it's
25 passed. But I truly thought, after speaking to Mr.

1 Culver and everyone in concern, except for you, that it
2 was -- that it had been cancelled. That was my
3 understanding.

4 THE COURT: Thank you.

5 THE WITNESS: Yes, ma'am.

6 THE COURT: Is she excused? May she step down?

7 MR. KIDD: Yes, ma'am. I have no further
8 questions.

9 THE COURT: And the bench warrant that I ordered
10 to issue at one o'clock when she was was not here
11 obviously will not issue.

12 MR. KIDD: Yes, ma'am.

13 THE WITNESS: Thank you.

14 MR. KIDD: If I may call Mr. Robinson.

15 THE COURT: Yes, sir, please. Thank you.

16 Mr. Robinson, you may come forward, please.

17 THE WITNESS: Yes, ma'am.

18 MR. JAMES ROBINSON,
19 after having first been sworn to tell the truth, the
20 whole truth and nothing but the truth, testified on his
21 oath as follows:

22 THE WITNESS: I'm James Robinson, owner of
23 Robinson Bonding Company and Robinson Monitoring
24 Company, two different companies.

25 DIRECT EXAMINATION

1 BY MR. KIDD:

2 Q Thank you for being here this afternoon, Mr.
3 Robinson.

4 A Yes, sir.

5 Q Can you tell the Judge what Robinson Monitoring
6 Company does in general, and how you operate?

7 A Robinson Monitoring Company does satellite
8 monitoring. We put monitors on defendants that the
9 Court mandates and we monitor their activities. We do
10 GPS, and it's a continual thing. It monitors every
11 step, every minute, 24/7.

12 The if in fact most of the time we monitor for
13 other defendants that other bonding companies have out
14 on bond. If in fact there is a violation, we notify
15 the bonding company. We also notify the defendant.
16 Then if it continues and if severe enough violation, we
17 will notify the Court. And the way we have to do it is
18 through the solicitor's office, whoever is assigned to
19 that case.

20 Most of the time most of the bonding companies,
21 I have got several that I do it for, when we report a
22 violation to them, they take action. They pick them up
23 and put them in court and they move for an off bond for
24 violation of the conditions of the bond. Then, of
25 course, it's up to the judge to whether or not they

1 think the condition is severe enough to allow them to
2 be let off the bond.

3 I respond myself as I post the bond and do the
4 monitoring in some cases. But the contract with the
5 monitoring company is between the defendant and the
6 monitoring company. The defendant pays the fee. His
7 obligation is to maintain the unit.

8 Maintaining the unit means he has to keep the
9 unit charged, he is instructed on that. He can't
10 tamper with the unit. He has to pay for the unit. And
11 abide by all conditions of the court order.

12 And they are informed of what those conditions
13 are.

14 Q Who informs them of those conditions?

15 A Well, number one, the -- normally the bonding
16 agency does it. Number two, when we hook them up we
17 tell them what their conditions are.

18 Q And I am assuming at some point you have to be
19 aware of what the conditions are so that you know
20 whether there is a violation or not; is that accurate?

21 A When you do a monitor, as that court order I
22 think you all had earlier, that when a judge imposes --
23 circuit court for instance or magistrate -- the order
24 goes to the clerk of court. Before release can be
25 issued, the bonding company has to go to the clerk of

1 court and sign at the same time the monitoring company
2 signs also before that release is issued.

3 So you're given a copy of -- the bonding company
4 knows what the conditions are, we know what the
5 conditions are.

6 Q So in order for the defendant just to be
7 released from custody, you as the monitoring company,
8 has to sign off with the clerk of court, made aware of
9 the conditions of the bond, so that you may apply the
10 monitor and advise the defendant of the conditions that
11 he is up against as the conditions of the bond, and
12 what he has to do as part of the GPS monitoring?

13 A Yes, sir. Everybody is informed. Everyone has
14 knowledge of what it is. And it's gone over -- should
15 be gone over by everybody. We do. We have to explain
16 it to them.

17 Q In this particular incident with Mr. Mitchell,
18 did you all become aware of violations of his house
19 arrest?

20 A Yes.

21 Q And did you contact Ms. Jenkins? Or did your
22 office contact Ms. Jenkins?

23 A We contacted the defendant on several occasions.
24 He did respond to the phone calls. And when we would
25 see a violation, and they were continuing, we kept

1 telling him he had to tighten up. He has come into my
2 office to make his payments, Greg, Jeff, and myself --
3 that's my two sons -- have told him he needed to
4 tighten up.

5 And, yes, we have notified Ms. Jenkins. It got
6 to where there was just no compliance.

7 Q And at that point you notified my office; is
8 that correct?

9 A Yeah. We contacted Ms. Jenkins on several
10 occasions and told her she needed to do something. One
11 occasion we told her she needed to arrest the defendant
12 because he would not comply with what he was doing. He
13 was staying out all night, two, three o'clock in the
14 morning and it was very obvious.

15 Q And have you seen some of the GPS tracking
16 reports?

17 A Yes, sir. These are the copies that we
18 forwarded to you.

19 Q Okay. And I'm going to show you one in
20 particular.

21 MR. HOWE: I'm sorry, Your Honor. I need to see
22 it.

23 THE COURT: It may be attached to the motion.

24 MR. KIDD: This one I believe might just be --
25 let him take a quick look at it. I have been given a

1 lot of it, I'm not sure exactly which ones.

2 THE COURT: Okay. Thank you, sir.

3 MR. HOWE: I have them, Your Honor. Thank you.

4 THE COURT: Thank you, sir.

5 Q (By Kidd) Mr. Robinson, I'm specifically going
6 to show you a fax I received from your office relating
7 to July 7th of this year.

8 Do you recognize that report?

9 A I have so many. It's a standard GPS report that
10 shows what we call the footprints. And on each
11 footprint you hit on it it gives you the time, date,
12 location, how long they were there, the hour.

13 This is just an average one with all the other
14 ones that as you can see he has been everywhere.

15 Q And just to get a little background of how this
16 GPS works, how often does the GPS send a signal to the
17 satellite or to your office? How does that work?

18 A It continually reads all the time. It's -- we
19 can set it for a minute, seconds. In this case any
20 movement, it's continual. If you look at it you go
21 seconds and minutes.

22 Q I believe that one might be more of a --

23 A well he stayed in one area most of the time
24 closely here.

25 Q Can you tell where that area is?

1 A I wish I had the unit here, we could pull up
2 each one and it would give you an exact and we can zoom
3 down with the satellite and show exactly who's house,
4 drop down and see around it.

5 This is showing East Bay, Drake Street, he was
6 mostly at Drake Street. I can't see -- this is East
7 Bay. He's hanging out here at East Bay Street for a
8 good while.

9 Q Is that kind of on the east side of downtown?

10 A Yes, sir.

11 Q And are you able to tell what time of the day or
12 night?

13 A Yes. In military time it gives you the tracking
14 date, the location, 2200.

15 Q So that would be, what, ten o'clock at night or
16 so?

17 A Yes, sir. Then it goes right on down to
18 sometimes one, two o'clock in the morning. It usually
19 hits home about two o'clock.

20 A lot of times this is not the same location.
21 As you can see the other ones that you have.

22 Q Right. Let me make sure Mr. Howe has seen these
23 as well.

24 A When we hook --

25 MR. HOWE: I have seen this but these are very

1 difficult to tell what times. I have seen them.

2 It's hard to tell where he is at what time.

3 MR. KIDD: That's why I'm asking Mr. Robinson.

4 A If you look at the dots, you look at the times,
5 they have numbers on them. Then you can go down to the
6 number and see what time in what location.

7 But it shows you the locations and it gives you
8 the times that they're there and how long. And it
9 gives you the activity from one spot to another.

10 Q (By Mr. Kidd) Do you have printout from July
11 19th in front of you by any chance? If not, I can give
12 you my copy.

13 MR. HOWE: I don't have it. I say I don't have
14 it, I don't see it.

15 A Which date are we looking for?

16 Q (By Mr. Kidd) Just for --

17 MR. HOWE: I'm not going to agree that's July
18 6th. I can't tell what that is. I'm sorry, I'm not be
19 factitious.

20 MR. KIDD: See the dates right here?

21 MR. HOWE: Uh-hum. Every minute he is in a
22 separate place.

23 MR. KIDD: July 6th, 2012.

24 MR. HOWE: Right.

25 MR. KIDD: So you agree that's July 6, 2012,

1 right?

2 MR. HOWE: I will agree that every minute he
3 moves every minute. But I don't see where he ever
4 stops.

5 THE COURT: Is there an objection? Do you
6 object?

7 MR. HOWE: There is an objection because it
8 doesn't have -- it's just circles with dots on them and
9 they don't correspond to the time in the latitude and
10 longitude, it's just circles.

11 THE COURT: Okay. Objection is overruled. I
12 think he is getting ready to explain about it. The
13 objection is overruled.

14 MR. KIDD: Thank you, Your Honor.

15 Q (By Mr. Kidd) Mr. Robinson, I want to direct
16 your attention to this printout solely here. Let's
17 just deal with this one for now.

18 A Okay.

19 Q which is the July 6, 2012. When you are looking
20 at that document, are you able to tell -- are you able
21 to see violations of the defendant's house arrest on
22 that document from that date?

23 A Okay. We are looking at the 6th?

24 Q Yes, sir. I believe on the next page there are
25 certain bracketed times.

1 A That we have marked here. It gives the 92 -- 76
2 -- let's see, 2200, 1358, 59.

3 Q So 2200 would be what, about ten o'clock in the
4 evening?

5 A Yes, sir. And that's -- you know, all this is
6 downtown where he is bouncing around.

7 I'm sorry we didn't bring the computer itself
8 because it goes back to day one.

9 Q And, Mr. Robinson, I don't think we need to know
10 exact addresses and things like that to where he is. I
11 think the point is this is a range of ten o'clock until
12 midnight, one o'clock in the morning, would that be
13 about accurate?

14 A Yes, sir.

15 Q And those pings coming off that GPS monitor
16 during this time period on July 6th, and early into the
17 morning of July 7th, where is the defendant located?

18 A He is not at home. He is downtown.

19 Q And I think that in itself is the point I'm
20 trying to convey?

21 A Yes, sir.

22 Q And you are aware that the house in which is
23 part of the bond is located in North Charleston?

24 A Yes, sir.

25 Q which would have been 4107 Blanton Street, North

1 Charleston?

2 A Yes, sir.

3 Q Is he, on that printout I just gave you from
4 July 6 during that time period, is he at 4107 Blanton
5 Street?

6 A No, sir. He is everywhere but there.

7 Q All right. And have you, as a part of your
8 duties in monitoring Mr. Mitchell, seen other reports
9 where he is also in violation of house arrest?

10 A It's a daily violation, yes.

11 MR. KIDD: Court's indulgence.

12 A I have many here. The only time I think he was
13 in close compliance was last night.

14 Q (By Mr. Kidd) At some point during your
15 conversations with Ms. Jenkins regarding this bond, did
16 she give any explanation as to why she didn't do
17 anything?

18 A The first occasion I instructed one of my sons
19 to call her, of course I sit in the room while they
20 make the phone calls that he was in noncompliance and
21 that he was all over the place and it needed to stop,
22 that he just was doing what he wanted to do all night
23 until two o'clock in the morning, and then in the
24 daytime he'd go home.

25 The first comment -- we finally called her and

1 told her and said, you know, you need to do something,
2 you really need to pick him up and put him back in
3 jail, he is not complying.

4 she said at that time that she wasn't feeling
5 good and she couldn't do it.

6 We sent you notice, the Court. We contacted her
7 again and said, you know, we have talked to him, we
8 told him about his activity, he is all over the place
9 and it looks like he's possibly out there doing drug
10 transactions. And her comment was, well, that's how he
11 makes a living. I said, are you going to pick him up?
12 And she said no.

13 MR. KIDD: I have no further questions.

14 THE COURT: Thank you. Cross-examination.

15 MR. HOWE: Yes, ma'am, may it please the Court,
16 thank you.

17 THE COURT: Yes, sir.

18 MR. HOWE: I'm going to sit if that's okay.

19 THE COURT: Okay, sir. You can stay right there
20 or sit. Either one is fine as long as we can hear you.

21 MR. HOWE: Thank you.

22 CROSS-EXAMINATION

23 BY MR. HOWE:

24 Q Jimmy, how long have you known me roughly? We
25 getting everybody old.

1 A Probably since we were in high school. Probably
2 back in the '60s. I became a cop in '66. In 19,
3 excuse me, 65.

4 Q Excuse me?

5 A I became a policeman in 1965 and you were behind
6 me.

7 Q You're right on the money. That's when I
8 graduated from high school.

9 A Yes, sir.

10 Q I hope that I wasn't under surveillance in 1965,
11 but we will move on.

12 THE COURT: Thank you.

13 Q (By Mr. Howe) Jimmy, you said that you -- that
14 you notified the bondsman and the attorney and then the
15 solicitor in that order under the Robinson Monitoring
16 Company.

17 And I'm simply going to ask you some what I deem
18 to be a simple questions, and I'm not going to be
19 labeled what dots go where, and what dates go where.
20 But did you ever write a letter to Frances telling her
21 to come off of this bond?

22 A No, sir.

23 Q Okay. Did you ever write a letter to me or my
24 office telling me that my man was violating the terms
25 and conditions of his bond and I might want to reel him

1 in a little better, have a talk to him?

2 A I don't believe we ever even had a conversation
3 with you in reference to this that I know of, unless
4 Greg called you without me knowing it.

5 Q Right. I apologize, I know you got a couple
6 sons. You got Greg?

7 A Greg, Jeff, and myself.

8 Q Okay.

9 A I have two other agents that do monitoring, but
10 they weren't involved in this.

11 Q Okay. And so then I think there was some talk
12 of some irate girlfriend that went to see the
13 solicitor. Do you know anything about that?

14 A I believe in the condition of the bond that he
15 was to be accompanied by a family member or his
16 girlfriend.

17 Q If he went to church I think it was?

18 A I think it said anything other than work, or
19 outside activity he had to be escorted by one of them,
20 yes.

21 Q Okay. Well that complicates the matter somewhat
22 for me.

23 A I'm sorry.

24 Q That's okay. Has he, the defendant, Mr.
25 Deangelo, paid -- do you have a file on him that says

1 Deangelo?

2 A Yes, sir.

3 Q Okay. And does it show that he pays
4 approximately 250, \$280 or something a month?

5 A I think it's \$240 a month. It average \$60 a
6 week.

7 Q A week. And he continues to pay that?

8 A Yes, sir.

9 Q And you continue to accept it?

10 A Yes, sir.

11 Q And you don't know -- when I read the GPS, it
12 doesn't tell me that he stopped somewhere. So maybe
13 I'm belaboring the question. But it shows every minute
14 where he is, and he appears to be moving most of the
15 time.

16 A When the dot settles in one spot, that's when he
17 stops. This monitor, the satellite continually tracks
18 him. And some of these cases you will see a continual
19 whatever, and they got times and on each dot if he
20 stops somewhere, which he would do, or go somewhere and
21 he'd stop for 20 minutes, an hour, then he would move
22 to the next location.

23 That dot would continually hit on him while he's
24 in that one spot and give the times. Then when he
25 moves, it would continually follow him down the road.

1 It tells us the speed, how fast he was going, whether
2 he's walking. If you hit on any of the dots, if we had
3 the unit here, which we could do, it would pull it up,
4 you could hit any one of these dots and it will read
5 the time he's there and how long he stayed there.

6 Then you can zoom in on a satellite -- the
7 satellite zooms in and shows exactly what he is doing.
8 If he is sitting in the street or he is hanging around
9 the house or if he is under the viaduct, that's what it
10 shows.

11 Q Did you ever zoom in on him and see him conduct
12 any illegal activity?

13 A I didn't see him, just saw where he was and his
14 surroundings. No, it does not show him in true-time
15 physically being there. It just shows the location.
16 And you can zoom down and see around what house, what
17 building.

18 But, no, I have never seen him dealing any
19 drugs.

20 Q All right. Do you think that the Court, were
21 after this explanation, do you think if the Court were
22 to see fit to leave him on the monitor that he could
23 follow the terms and conditions after it's been --
24 since it has been fully explained to him at this point,
25 and fully explained to me at this point?

1 would you be willing to continue to keep him on
2 this?

3 A Mr. Howe, we are here basically because we can't
4 monitor him. We could monitor him, but he hasn't been
5 in compliance and there is no need for us to do it.

6 No, I would rather them, if the Court would
7 allow him to remain out or remain on GPS, let someone
8 else do it. It's useless.

9 Q That's fair. That's fair. Just to reiterate,
10 there has never been any letter written to him or to,
11 to him he?

12 A Not the defendant.

13 Q Nor to me?

14 A No, sir.

15 Q And there's never even been a conversation with
16 me?

17 A No, sir.

18 Q Other than I saw you a couple minutes ago?

19 A Yes, sir.

20 MR. HOWE: Right, thank you.

21 THE COURT: Thank you, sir.

22 THE COURT: Anything further?

23 MR. KIDD: No further questions.

24 THE COURT: Sir, you may step down.

25 THE WITNESS: Thank you, Your Honor.

1 MR. KIDD: We have no further witnesses, Your
2 Honor. Argument at this time.

3 THE COURT: Unless Mr. Howe has something.

4 MR. HOWE: Your Honor, I'd like to call Mr.
5 Green, his uncle. He can come up to this microphone or
6 he can come to this seat, whatever would suit the
7 Court.

8 THE COURT: Whatever makes everybody happy.

9 MR. HOWE: Why don't you come up to the
10 microphone and don't speak so loud you scare anybody.

11 THE WITNESS: I'm good. Thank you, though.

12 DIRECT EXAMINATION

13 BY MR. HOWE:

14 Q What I want you to do is tell us in your words
15 what happened the night or day that the monitor was
16 placed on Deangelo. Were you present at the time?

17 A Yes, sir.

18 Q All right. And do you remember any instructions
19 being given to Deangelo?

20 A No, sir.

21 Q Excuse me. Go ahead. You got to speak into
22 that microphone so she can hear you.

23 A He had his girlfriend with him and we went with
24 a lady.

25 Q You are not speaking into the microphone.

1 A Who put the monitor on Deangelo. And she just
2 came in there. She put the monitor on Deangelo and
3 said nothing. She didn't instruct him or nothing. You
4 know what I'm saying.

5 And then she be like, you are good as long as
6 you don't be in trouble, you don't get in no trouble.
7 And that was the end of it. That was the end of it.
8 That was the end of my conversation with her, and her
9 conversation with Deangelo.

10 Q Have you ever spoken with Robinson Bonding
11 Company, or have they ever spoken with you as to
12 Deangelo's violations?

13 A Yes. I went to Greg's office and I talked to
14 Greg. And I asked Greg, I said how is Deangelo? Greg
15 was like, he's fine. Can't get in no trouble. Only
16 thing it's his girlfriend coming down here throwing
17 accusations, and that was it. That's all Greg said.
18 So he good.

19 But he had me thinking Deangelo was fine,
20 Deangelo was good, everything was good. He never once
21 said, well, Deangelo violated, violating his bond, or
22 nothing. He just said -- I said how is Deangelo? He
23 was like, he good, he ain't getting in no trouble or
24 nothing like that. And that was the end of it.

25 Q Does Deangelo work for you?

1 A Yeah, Deangelo work for me. Me and Deangelo
2 work roofing. Because I incorporated when I had the
3 catering job in Atlanta. And I asked Greg, I said
4 could Deangelo go to Atlanta to work? And he be like
5 no, you have to speak to attorney, his boss or Ms.
6 Frances. I said, well, I guess you can't go. So I --
7 he didn't come to Atlanta.

8 Q Has he worked since that time with Furlough
9 Catering?

10 A After Atlanta?

11 Q Yeah.

12 A Yeah, he's worked. As a matter of fact he
13 worked Sunday with me. We are having something at
14 Roper Hospital catering on Sunday.

15 Q Is he a good worker?

16 A Yeah, he is a good worker. Well, I try to teach
17 him.

18 Q Okay. You are, for lack of a better term, you
19 are his father figure?

20 A Yeah. I was like a father figure. I was there
21 for him, with his brothers, all his life.

22 Q You have never been contacted by the bondsman
23 lady. You know Ms. Frances?

24 A Yeah, I talked to her. I called Ms. Frances. I
25 talked to Ms. Frances on behalf of Deangelo.

1 THE COURT: You all need to face the court
2 reporter. Thank you so much.

3 Q (By Mr. Howe) And you talked to Robinson
4 Bonding?

5 A I talked to Robinson Bonding. I talked to Ms.
6 Frances. I talked to, come to your office talked to
7 you. I talked a little bit to everybody concerned.

8 Q Did you talk to the solicitor's office, Culver
9 Kidd?

10 A I never called. I know he cannot discuss
11 Deangelo's case with me. And I'm not Deangelo's
12 attorney.

13 Q If they were to leave him on the bond that he
14 was abide by the conditions, whether this bond
15 monitoring company or another bond monitoring company,
16 will you continue to employ him?

17 A I would continue to employ Deangelo and make
18 sure that he does what he is supposed to do.

19 Q And you think you can ensure that he abide by
20 the terms and conditions now that we have a plan?

21 A Well, I ain't going to be a fool for Deangelo.
22 So, you know, he listen to just about everybody. I
23 guess, you know, I'm a good influence on him. So if I
24 say something, he normally go by what I tell him to do.

25 MR. HOWE: That's all I have, Your Honor, thank

1 you.

2 THE COURT: Thank you, sir.

3 Anything for this witness?

4 MS. WILSON: Just a couple questions. Is it
5 okay if I sit right here?

6 THE COURT: Yes, ma'am.

7 CROSS-EXAMINATION

8 BY MS. WILSON:

9 Q What did you say your last name was?

10 A My last name is Green.

11 Q Mr. Green, okay. The girlfriend that you are
12 talking about that was making the complaints on
13 Deangelo, was she with you when you went and the
14 electronic monitoring was put on?

15 A Yes, she was.

16 Q And so she was there when that happened?

17 A She was there when that happened.

18 Q And she and Deangelo continued being girlfriend
19 and boyfriend for quite sometime after that, right?

20 A Right.

21 Q Then they broke up at some point?

22 A Right.

23 Q Then she had it out for him?

24 A Right.

25 Q And she kind of started all this?

1 A Right.

2 Q And so when she knew that he wasn't where he was
3 supposed to be, she came in and tattled on him?

4 A Yeah.

5 Q I mean she started the process and you found out
6 about it that she was tattling on him, right?

7 A No, I went to Greg's office. She asked me where
8 I been. I said I was on my way to Robinson Bonding
9 Company.

10 She lived down the street. She came in her car
11 up there while I was sitting on the porch because
12 nobody told me at the time that I was with him. She
13 came up.

14 Q To tell on Deangelo?

15 A No, she came not to tell on Deangelo. She came
16 up to tell Greg that she was angry, dah, dah, dah, and
17 everything. So she really came up there to try to
18 square things off.

19 But I don't see whether they were going on with
20 Deangelo?

21 A Because you knew he hadn't done anything illegal
22 to get himself in trouble?

23 A Ma'am?

24 Q He hadn't done anything illegal, forget about
25 the bond, he hadn't broken any laws that you knew of

1 that you wanted to vouch for him, right?

2 A Right.

3 Q But the girlfriend, who is now the
4 ex-girlfriend, wanted to get him in trouble?

5 A Right.

6 Q And she knew just how to do that?

7 A Right, I guess.

8 MS. WILSON: That's all.

9 THE COURT: Anything else?

10 MR. HOWE: That's all I have, Your Honor.

11 THE COURT: Sir, I don't believe -- I don't know
12 if you were sworn or not.

13 Is everything that you testified to today the
14 truth?

15 THE WITNESS: Yes, Judge.

16 THE COURT: Thank you so much.

17 THE WITNESS: You're welcome.

18 THE COURT: Anything further?

19 MR. HOWE: I don't have anything further. I'd
20 to say this, I need to leave it up to you. I don't
21 know, we can make legal arguments, but my position
22 basically is, as my late father used to say, you can't
23 fry ice, you can't have it both ways.

24 And I don't believe that this is all I have got
25 to say about it. You can't take people's money, keep

1 them on a monitor, and say that you are contacting
2 them, the bondsman and their attorney and then the
3 solicitor's office, and then turn around and turn them
4 in for being -- for violating the terms and conditions
5 of the bond which is basically --

6 THE COURT: Sir, that is absolutely an
7 inaccurate statement. So try something else, okay?

8 MR. HOWE: Excuse me, Your Honor.

9 THE COURT: Argue in conjunction with the law.
10 Don't argue something that you know not to be correct,
11 okay.

12 MR. HOWE: I was just going by what they said,
13 Your Honor. They said that they contacted the
14 attorney, but I have never been contacted.

15 THE COURT: I didn't hear him say that. I heard
16 him say he contacted the solicitor and Ms. Jenkins.

17 MR. HOWE: I am not going to argue with Your
18 Honor. I think if we leave him on a monitor with his
19 uncle's help that he would stay in compliance now that
20 we have aired all of this.

21 And I thank you for your time.

22 THE COURT: Thank you, sir.

23 Yes, sir.

24 MR. KIDD: Thank you, Your Honor. I'm going to
25 reiterate my opening arguments in that, Judge, what we

1 have shown you is just a snapshot of the violations.
2 These are just a few days that we have selected. Of
3 those few days we selected, every one of them had
4 plenty of violations.

5 In addition to the fact that just the re-arrest
6 is a violation of the original bond which could support
7 a revocation.

8 And based on that, based on the multitude of
9 violations even after Ms. Jenkins and Mr. Robinson
10 testified that they advised him that he was in
11 violation of the conditions of his bond, yet he
12 continued as recent as right before this hearing, July
13 12th, to violate the terms of his house arrest, Judge.

14 I think it shows disregard for the Court, and a
15 disrespect for the conditions that were set upon him.
16 And the serious nature of what he is up against.

17 Your Honor, based on his record, I mean he is
18 facing serious time here, and these are serious
19 charges. And we would ask that a revocation be
20 enacted.

21 THE COURT: Thank you.

22 MR. HOWE: Normally the last thing I have.

23 THE COURT: Yes, sir.

24 MR. HOWE: As soon as I got the motion, which
25 was filed July 9th, I had a talk with Deangelo. And I

1 don't think he had any. I think they said the last one
2 he --

3 THE COURT: I'm sorry, sir?

4 MR. HOWE: I think he said last night and as of
5 late that he wasn't in accord with the terms and
6 conditions. But as soon as I got notice I gave it to
7 him, and that's the first notice that I had.

8 THE COURT: Of anything happening last night?

9 MR. HOWE: No, of him being outside of the
10 timeframe that he was supposed to be, either working
11 with his uncle or going to church or seeing his
12 attorney. That was the first notice I got, I sat down
13 with him, and I don't think he has violated it since
14 that time.

15 MR. KIDD: And for what it's worth, Your Honor,
16 Mr. Howe didn't have a copy of this, it wasn't attached
17 to the order because it was so recently, but this was
18 July 19th printout which shows the same sort of
19 behavior.

20 THE COURT: Well we heard testimony, if I not
21 mistaken, that that is absolutely the case, that there
22 have been more recent violations. If I am wrong, you
23 all correct me. That's what I heard.

24 MR. KIDD: That's accurate. Like I say, I
25 haven't provided the Court, but there is a July 19th

1 printout that shows the exact same course of conduct.

2 THE COURT: Yes, sir.

3 MR. HOWE: Nothing on this I believe.

4 THE COURT: I appreciate that, sir. And I think
5 what stuns me the most is some of the absolute blatant
6 disregard that I have heard today from folks that are
7 supposed to be familiar with this process about
8 compliance with the law and the court orders.

9 Ms. Jenkins, it is a big deal if somebody
10 violates their electronic monitoring. It's a big deal.
11 It's a violation of the court order.

12 And although the South Carolina constitution and
13 the United States constitution make plain that
14 everybody, under most circumstances, is entitled to a
15 reasonable bail, and 17-15-10 of the South Carolina
16 codes provides that persons charged with a non-capital
17 offense may be released on their own recognizance
18 subject to an analysis by the Court regarding whether
19 they're a danger to the community, or whether they
20 might fail to appear.

21 But that specific code section also gives the
22 Court power, if it makes a determination that there is
23 a problem with the danger to the community or a failure
24 to appear, to impose certain conditions of release.

25 Subsection C specifically addresses the placing

1 of restrictions on the travel, association or place of
2 abode of the person.

3 I simply do not find it credible that this
4 defendant wasn't aware that he wasn't supposed to be on
5 Drake Street and America Street and the Reed Street
6 area at ten o'clock at night, two o'clock in the
7 morning. I doubt that Furlough Catering was there, but
8 I could be wrong.

9 Mr. Howe is a good lawyer. I would be very
10 surprised if he didn't explain to his client that he
11 was on house arrest and that he was subject electronic
12 monitoring and that there was certain provisions in
13 place. Mr. Robinson said he explained it to him. I
14 can't help but find that he has been in violation of
15 court orders from the beginning of this process.

16 And if I'm misstating what Mr. Howe set forth in
17 his opening statement, I believe that the defendant was
18 on probation when he first got picked up on the
19 possession with intent to distribute cocaine in
20 September. He is out on bond, he gets picked up again.

21 He gets a consolidated bond and house arrest
22 provisions which, you know, I didn't fall off the
23 turnip truck yesterday. I know everybody was aware of
24 what the terms and conditions of his bond were. I just
25 find that incredible.

1 I am revoking the bond. There has been
2 repeated, repeated, repeated violation of the court
3 orders. And this sense that we must have in the
4 bonding community that electric monitoring is not
5 important, it's going to stop. We are putting together
6 an order right now that will make sure everybody knows
7 how it's supposed to work.

8 Sir, your bond is revoked due to repeated
9 violations of the terms and conditions of your bond as
10 set forth by Judge Goznell. And that's the order of
11 the Court. Thank you.

12 MR. HOWE: Thank you, Your Honor.

13 MS. WILSON: Your Honor, based on the testimony
14 today, I know it would be a separate process, but we
15 will move forward with the treatment process and that
16 will be before this court or some other court.

17 THE COURT: I think under State V Boatwright
18 (phonetic spelling) you are more than authorized to do
19 that.

20 MS. WILSON: We'd just like to make new
21 reference Ed Isley's memo, we'd just like to make it a
22 part of this record.

23 THE COURT: Let's make it a Court's exhibit,
24 please. Thank you.

25 (Whereupon, the proceedings in this matter

1 before the Court were adjourned.)

2 * * * * *

3
4
5 C E R T I F I C A T E

6 -----
7
8
9
10 I, the undersigned, ANNE BOULEY MEYER,
11 Official Court Reporter for the Ninth Judicial
12 Circuit of the State of South Carolina, do hereby
13 certify that the foregoing is a true, accurate, and
14 complete transcript of record, and of all the
15 proceedings had and evidence introduced in the above
16 captioned case, relative to appeal, in the Circuit
17 Court for South Carolina, on the indicated date.

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

20 -----
21 *Anne Bouley Meyer*

22 Anne Bouley Meyer, RPR
23 Circuit Court Reporter
24
25

State of South Carolina) Court of General Sessions
County of Charleston) Ninth Judicial Circuit

State of South Carolina,) Transcript of Record

 V.) 2011-GS-10-7749

Deangelo Mitchell, et al.,) 2012-GS-10-0711, 1680, 1818

 Defendant.)

September 7, 2012

Charleston, South Carolina

B E F O R E:

The Honorable Stephanie P. McDonald, Judge

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

James Stack, Assistant Solicitor

Attorney for the State

Robert T. Williams, Esquire

Attorney For the Defendant

SHARON L. VIZER

CIRCUIT COURT REPORTER

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NO EXHIBITS WERE INTRODUCED

1 Friday, September 7, 2012

2 MR. STACK: Your Honor, the first thing up is a
3 motion to estreat bond with regard to Deangelo
4 Mitchell --

5 THE COURT: Okay.

6 MR. STACK: -- Ace Bail by Frances, and Palmetto
7 Surety, which is the insurance company that Ace Bail
8 writes for as an agent. Mr. Theo Williams represents
9 Palmetto.

10 THE COURT: Okay.

11 MR. STACK: So I think, Your Honor, we've handed up
12 the transcript from the 27 July hearing that involved
13 Frances Jenkins, Jim Robinson, and Deangelo Mitchell. At
14 that time you revoked his bond and other issues were
15 brought up. You also have a copy of Boatwright and
16 Workman.

17 THE COURT: Thank you.

18 MR. STACK: And a copy of South Carolina 17-15-20,
19 and you also have case law from Mr. Williams.

20 THE COURT: Okay. All right. I've got Boatwright
21 and Workman.

22 And, Mr. Williams, is this yours, Diaz (phonetic)?

23 MR. WILLIAMS: It is, Your Honor.

24 THE COURT: Okay. Well, I'm happy to hear from you
25 all whenever you are ready.

1 MR. STACK: The defendant is currently in jail.
2 He's in the Charleston County Detention Center with his
3 consolidated bond of \$150,000 revoked. His bond was
4 revoked by this Court in late July due to repeated non
5 compliance of a house arrest requirement, but during that
6 hearing other issues came up.

7 During that hearing the Court heard testimony from
8 both the bondsman, who is Frances Jenkins, and the
9 electronic monitor, James Robinson, and in that testimony
10 indicated that Mr. Robinson had told the bondsman several
11 times that Mitchell was not in compliance with the house
12 arrest requirement.

13 The testimony showed that Ms. Jenkins decided not
14 to the report the violation to the solicitor's office or
15 to pick the bondsman [sic] up herself within her powers
16 as the bondsman.

17 I'll go through quickly or I'll slow down if you
18 care to look through the transcript. On page 19, the
19 defendant, Mitchell, stated that Ms. Jenkins had never
20 informed him that he was in violation of the house arrest
21 requirement.

22 The testimony goes on, on page 21, the defense
23 attorney, Bobby Howell, stated that he was never told by
24 the bondsman that there was a pending violation of the
25 house arrest requirement.

1 Then at page 24 and 25, Ms. Jenkins acknowledges
2 she was informed by the monitor, by Robinson,
3 specifically by Jeff Robinson, who is the son and
4 employee of Jim Robinson, that she was told two or three
5 times that he was in violation and that she says that she
6 contacted the defendant.

7 On page 40, Ms. Jenkins acknowledges she does have
8 a duty beyond that of appearance, beyond that of bringing
9 the defendant to the courthouse.

10 Page 48, Robinson testified that his office had
11 contacted Ms. Jenkins, and then 54 and 55, most
12 importantly, Robinson stated that he asked Ms. Jenkins
13 why she did not do anything about it, and at first she
14 said she didn't feel well, and later when asked she
15 simply said she's not going to do it.

16 Now, this is not -- most of her estreatments are
17 for failure to appear. And with that the Court is
18 required to consider costs to the State for purposes of
19 the bond, etcetera. But this is not a failure to appear
20 estreatment. It's a failure to comply with the
21 conditions of the bond by the bondsman, who in our view
22 assumes responsibility for all aspects of the bond. The
23 two parts cannot be separated.

24 And our courts have addressed this issue first with
25 Boatwright and with Workman. And in Boatwright the quote

1 is, Estreatment for violation of the good behavior
2 condition is proper. And that's a quote. Estreatment
3 for violation of the good behavior condition is proper
4 and any professional bondsmen is certainly aware that
5 appearance bond carries conditions beyond the defendant's
6 presence in court. And that was in Boatwright, which
7 also references workman which states that one of the
8 conditions of the bond was to be of good behavior.

9 Now, the defendant's noncompliance was willful and
10 found by the Court in that matter but the bondsman's
11 noncompliance of her duties is also willful. She has
12 been told multiple times that he is out every night -- or
13 many nights traveling downtown in the middle of the
14 night, not going to work, not going to his attorney or
15 medical issues like that, and it was her decision, that
16 she made the decision she wasn't going to do anything
17 about it. That's beyond her discretion. The judge
18 establishes the conditions of the bonds. It's not within
19 the discretion of a bondsman or the solicitor or anyone
20 other than a judge to ignore that or not to address that.

21 And by way of background, we can't plead ignorance
22 -- or ignorance cannot be pled in this matter because
23 back in 2006 there was almost and identical case in
24 Hoff (phonetic) where she was the monitor and Larry
25 Ballard was the bondsman -- correction Ballard was the

1 monitor and Jenkins was the bondsman.

2 The defendant was on house arrest with an ankle
3 bracelet on a CSC charge. The ankle bracelet was cut.
4 He ran off and committed a second criminal sexual
5 conduct. And when we backtracked, the office
6 backtracked, nobody knew, nobody informed, nobody took
7 any action when the ankle bracelets were cut and resulted
8 in a second CSC, and that was addressed back in 2006 from
9 events in 2004. You can't come in here and plead
10 ignorance that nobody told me what I was supposed to do,
11 I didn't realize I had to do that.

12 THE COURT: Well, isn't it somewhat nonsensical to
13 put somebody on electronic monitoring without someone on
14 the other side of it realizing that they need to monitor
15 it and report if there are violations?

16 MR. STACK: Yes, Your Honor.

17 THE COURT: Otherwise why do we use it at all? And
18 this might be a better question for the other side but
19 that's why I'm wondering what the issues are.

20 MR. STACK: Yes, Your Honor. Without somebody
21 inspecting compliance there is no compliance. And the
22 greater issue is that no one knows that it's not being
23 complied with, that no conduct orders are not being
24 complied with. It's within your discretion, and
25 according to the Boatwright and 17-15-20 the State asks

1 for estreatment in full of the \$150,000.

2 THE COURT: Okay. Happy to hear from you. Yes,
3 sir.

4 MR. WILLIAMS: May it please the Court. Your
5 Honor, I'm Theo Williams of the Lexington Bar. I guess
6 my given name is Robert T. Williams. And I feel like I
7 understand Boatwright probably better than anybody.

8 THE COURT: Was it yours?

9 MR. WILLIAMS: It was my case.

10 THE COURT: Okay.

11 MR. WILLIAMS: Your Honor, that's an example of bad
12 facts make bad law. It was a three-two split. I think
13 you'll find that the two dissenting opinions in that was
14 Justice Toal and Justice Finney.

15 The facts on that case -- because I understand that
16 it's being heavily relied on, the facts on the case
17 involved a gentleman who was charged with a parole
18 violation and a forgery charge being bonded out of jail
19 on the 2500 dollar bond. And after he was bonded out he
20 subsequently had a CDV arrest and he pled guilty to the
21 CDV arrest.

22 He waived extradition to Georgia on the parole
23 violation and he was sent to Georgia on the parole
24 violation. And Mike T. Flog, who is now dead, he ran
25 A-One Bonding Company, he argued that inability to

1 produce the defendant was a defense on the estreatment of
2 the bond.

3 Your Honor, if you will read the entire case, to
4 include the dissenting opinion, it indicates that what
5 three of the justices did was simply pick up on a comment
6 made by Judge Peeples in the middle of a trial which
7 wasn't even used as a basis for the estreatment.

8 I think you'll see that justice Chandler admitted,
9 even though he was a concurring justice, that the good
10 behavior was not cited as the basis for violation of the
11 bond. And Justice Toal, who is now our Supreme Court
12 justice, went through a litany of Taylor vs. Tanner, she
13 went through the history of the bail bonding laws, and I
14 guess all the way back to 1870 something, and she talks
15 about the fact that the purpose in bail bonding is for
16 appearance. And I think that is the crucial distinction
17 between --

18 THE COURT: Let me stop you real quick and ask you
19 a question. I understand that but isn't the purpose of
20 electronic monitoring somebody to actually monitor the
21 electronics, and then if the electronics are actually
22 monitored and there's a violation isn't it nonsensical
23 that there be no reporting of the violation? On whose
24 shoulders does that duty rest? That's what I need
25 somebody to answer for me.

1 MR. WILLIAMS: Your Honor, I think you're hitting
2 two things. You're hitting a question of sanction,
3 because that's what we're here for today, and you're
4 hitting a question of whose responsibility is it.

5 Your Honor, I don't pretend to understand
6 Charleston law and how Charleston politics work and how
7 Charleston courts work but there is a different -- and
8 let me explain what I'm saying by that.

9 THE COURT: How about it.

10 MR. WILLIAMS: I'll be glad to. Your Honor, on the
11 bond form there was a separate order which was not
12 attached to the bond form. Now, what I have seen in
13 other areas, Your Honor, is -- like Statewide Grand Jury,
14 the clerk of the Statewide Grand Jury system, Your Honor,
15 makes it cleaner because any time -- you know, they put
16 all kinds of restrictions on those defendants, and any
17 time there's a change in it whatsoever to conform with
18 McIntyre they'll actually have the sheet attached to bond
19 order. They'll have the bondsman come in and endorse
20 that change.

21 I read the transcript that the solicitor kindly
22 sent to me last night and it looked like you had three or
23 four different people taking about, Well, I thought it
24 was his responsibility, I thought it was his
25 responsibility.

1 THE COURT: I did. I remember it distinctly. I
2 found some of them -- and perhaps I didn't say it on the
3 record because I didn't want to overly embarrass anybody,
4 there was some people flat out lying on the stand and I
5 think I have to make that credibility determination in
6 weighing the facts and the evidence here.

7 And so I understand that some folks, particularly
8 is it Ms. Jenkins or Ms. Jenkinson indicated that she
9 wasn't aware of some of the conditions, or I've never
10 seen that order. We don't use those here.

11 And I've only been doing this about a year and I
12 was a civil lawyer before so I'm learning a lot as I go,
13 but I asked my clerk, I see those all the time. How do
14 we not see those here when I've seen them, and she's been
15 doing this for 20 something years? So I understand that
16 there were a lot of people pointing fingers and everybody
17 said, I didn't do it.

18 MR. WILLIAMS: Well, see, I thought the Court was
19 asking me two different things; one is sanctions and one
20 is a better method to do it. In terms of sanctions, Your
21 Honor, there are a number of sanctions that could be
22 applied by the Court depending on what the Court wanted
23 to do in terms of correcting these problems.

24 Your Honor, we have the South Carolina Department
25 of Insurance, which Willie Seawright is the person in

1 charge of bondsmen and in charge of directing how
2 bondsmen do their job, so if it's an issue dealing with
3 bondsmen then that is one avenue to take in regards to
4 that.

5 Now, in terms of -- getting back to what I was
6 talking about, the Statewide Grand Jury signing it and
7 having the bondsman acknowledge that, Your Honor, the
8 reason why I think that's important is because of State
9 vs. McIntyre, because in State vs. McIntyre, as I recall,
10 that was a case where there was a change and the
11 monitoring was taken off. The bondsman was not aware
12 that the monitoring was taken off, and then there was a
13 bond estreatment and the Supreme Court said, Well, you
14 have to be aware of everything that's going on. So if we
15 do that, Your Honor, then at least there won't be a
16 problem with that.

17 But the second thing, Your Honor, that I would
18 suggest to the Court -- and the reason why these cases
19 are up there, at first glance, Your Honor, it looks like
20 they don't -- you know, why do I have these cases? They
21 appear to not be relevant to what I have.

22 Your Honor, in United States vs. Diaz, it is a
23 federal case, and that particular case, the only thing
24 important in that case -- and that's an old case. That's
25 a 1987 case.

1 THE COURT: From the 11th Circuit.

2 MR. WILLIAMS: From the 11th Circuit. So it's an
3 old case, but what it talks about in there is they were
4 taking about estreating a bond. I want to say there was
5 a lawyer who took off and he had been dealing with the
6 Columbia Cartel or something like that. The facts are
7 kind of interesting.

8 But the important part of it is is that they said
9 that the purpose of a bond is to bring the defendant to
10 court, and they wouldn't estreat the money yet because in
11 that particular case they didn't know how much longer it
12 was going to take before the defendant appeared, how much
13 the cost to the State would be, and all the other matters
14 that we know as the Polk factors. Your Honor can see
15 them in the court all the time. That's Ned Polk's case
16 where he raised the issue on an appeal bond and now it's
17 incorporated in the statute.

18 I guess I could kind of short circuit some of this,
19 Your Honor. The point that we are getting to in terms of
20 whether or not this is a proper method to estreat bonds
21 or not is if you look at 38-53-70, which is the statute
22 dealing with bond estreatments, the last sentence in the
23 statute, Your Honor, when it talks about how you take
24 money from the bonding companies it talks about you can
25 make installment payments, but the last sentence in that

1 statute says, If the bonding company secures the
2 defendant then he is relieved of responsibility.

3 Your Honor, not only does the case law acknowledge
4 that the purpose of a bond is an appearance bond the
5 statute shows that once -- that once the defendant is in
6 custody, is available for trial then the bondsman is off
7 the hook. Now, what you are talking about --

8 THE COURT: Okay. Answer this for me -- because I
9 appreciate your repertoire, and you're doing a fine job
10 but my question still hasn't quite been answered.

11 MR. WILLIAMS: Okay.

12 THE COURT: Who is responsible for the electronic
13 monitoring?

14 MR. WILLIAMS: Well, in this particular case, as I
15 understand what went on, you had two bonding companies
16 involved. You had one bonding company which signed on
17 the monitoring --

18 THE COURT: Which was who?

19 MR. WILLIAMS: It was not Frances. It was Robinson
20 Bail Bonds.

21 THE COURT: Okay.

22 MR. WILLIAMS: They did the monitoring. They were
23 actively involved in the monitoring. So if they are the
24 ones in charge of it -- I guess the question is who has
25 the authority to report that to the Court or who has the

1 authority to pick the person up if it's in direct
2 violation of the court order --

3 THE COURT: And I'm sorry. You said 38-53-70?

4 MR. WILLIAMS: 38-53-70, which is the issuance of
5 bench warrant remission of judgment.

6 THE COURT: All right. I apologize for
7 interrupting.

8 MR. WILLIAMS: I'm sorry, Your Honor. I might have
9 said it too fast.

10 THE COURT: No.

11 MR. WILLIAMS: I try not to slow down.

12 THE COURT: No. We're good.

13 MR. WILLIAMS: But, Your Honor, I guess what I'm
14 saying is that they probably had the responsibility to
15 make sure that the solicitor knew -- or that the Court
16 knew, if you will, Your Honor, that the Court knew that
17 he was not abiding by the terms and conditions, and I
18 guess the Court would know by notifying the solicitor and
19 they'd do a rule to show cause and he would appear as
20 this happened.

21 What's different about this bond estreatment
22 procedure, Your Honor, is that there's no bonds anymore.
23 The bond has been revoked. We are here on estreatment
24 and there's no bond. So the purpose of the bond has been
25 satisfied, meaning he is in the custody of the solicitor

1 or the jail facility at this point in time.

2 One other thing, Your Honor. I know I heard him
3 say earlier that it was 150,000 dollar bond estreatment.
4 I want to make sure that the records indicate that the
5 forfeiture notice indicates that there is an additional
6 bond on that forfeiture which is like a 25,000 dollar
7 bond, but I assume that he's not seeking that 25,000
8 dollar additional bond because that wasn't secured by
9 electronic monitoring is the only thing, I guess.

10 MR. STACK: Well, to answer the question, 20,000
11 was the original bond. The subsequent bond was
12 consolidated at 150. The 150 covers all warrants. The
13 20,000 dollar bond, one, does not have electronic
14 monitoring, and two, is subsumed in the consolidated 150.
15 We do not seek estreatment on the 20,000 dollar bond.

16 THE COURT: Okay.

17 MR. WILLIAMS: Your Honor, I ask the Court to look
18 and show me a case --

19 THE COURT: Well, I'm looking at State V. Hinojos,
20 H-i-n-o-j-o-s --

21 MR. WILLIAMS: That was my case, too, Your Honor.

22 THE COURT: July 6th, 2011 from the Court of
23 Appeals that nobody has cited to me yet, so let me just
24 take a look at that real quick. If I had a copy of it up
25 here, I apologize for my error.

1 MR. WILLIAMS: I'm sorry, Your Honor.

2 THE COURT: Was it? Did anybody give that to me?

3 MR. WILLIAMS: No, Your Honor.

4 THE COURT: I didn't think so.

5 MR. WILLIAMS: Because it's not final yet, Your
6 Honor. They sent it back for a determination by --

7 THE COURT: Isn't that interesting though of all
8 the cases we've been talking about so far that I've had a
9 chance to read in the 10 minutes we've been out here this
10 is the only one that mentions electronic monitoring and
11 it's the only one nobody gave me.

12 MR. WILLIAMS: I'm sorry, Your Honor. I can tell
13 you what happened.

14 THE COURT: Why don't you do that.

15 MR. WILLIAMS: Your Honor, this was a 200,000
16 dollar bond and it was a Statewide Grand Jury case where
17 there was a Hispanic who was released from custody based
18 on the signature of three bonding companies, which is the
19 interesting part. Each bonding company had 66,666 --

20 THE COURT: Yeah. I found that to be very
21 interesting.

22 MR. WILLIAMS: There's a penny missing. I don't
23 know what happened on that. But if Mr. Hinojos agrees
24 that what he will do is he will assist the attorney
25 general in testify against all of his little Mexican

1 friends who are transporting drugs, so he's out.

2 He comes in in front of the judge and he enters his
3 plea. At that time, two of the bonding companies did not
4 get notice that he was entering his plea and two of the
5 bonding companies did not know that he was being taken
6 off of electronic monitoring.

7 So what happened, this originally started -- the
8 attorney general originally was just going to go after
9 everybody. So if you look at the original caption, Your
10 Honor, they were going after all three bonds companies.
11 They gave up on two of the bonding companies, and the
12 reason they gave up on two of the bonding companies is
13 there was no question that the State had failed to have
14 the bonding companies notified of the change in
15 conditions in the courts of State vs. McIntyre.

16 So when they took the electronic monitoring off of
17 the defendant --

18 THE COURT: And I don't think that's an issue here;
19 although, I think Ms. Frances says she didn't know about
20 some things.

21 MR. WILLIAMS: So in essence they could not
22 estreat against them. But what happened was after the
23 defendant entered his plea his attorney asked that he be
24 allowed to remain out, I guess so he could help the
25 attorney general prosecute some other people. There was

1 one bondsman who happened to be in the courtroom at the
2 time and he candidly said, Your Honor, I'll stay on the
3 bond if they will.

4 Now, he probably never should have said that, Your
5 Honor, because what happens is when it comes time for the
6 defendant's trial, defendant doesn't show up and the
7 judge rules that that bondsman, because he acquiesced in
8 staying on the bond, that he was liable \$66,666.66. That
9 case was appealed, and the case which you're looking at
10 now, the Court of Appeals --

11 THE COURT: The Court of Appeals, We believe
12 Hinojos's bond was forfeited and the trial court properly
13 entered judgment on the bond; however, we remand to the
14 trial court to consider the Polk factors in
15 reconsideration of the estreatment amount.

16 So my understanding is you're saying it's not final
17 because it's been remanded and the amount has not been
18 considered yet.

19 MR. WILLIAMS: Yes, Your Honor.

20 THE COURT: But there's no petition for cert filed,
21 there's no petition for rehearing pending.

22 MR. WILLIAMS: Nope.

23 THE COURT: I don't have a yellow flag --

24 MR. WILLIAMS: That wasn't a good behavior case
25 either, Your Honor. And what's interesting is that there

1 was a change in the law. I have already argued that case
2 in front of the judge up in Gaffney --

3 THE COURT: Judge McCaulay?

4 MR. WILLIAMS: Yes, ma'am, Judge McCaulay. I think
5 I went to Clemson. And what's interesting about it is
6 they changed the law. The law was changed in June or
7 July of this year, which said that -- like they had three
8 years to do the bond estreatment, and we are waiting now
9 to get the transcript and there probably will be argument
10 over how much money should be estreated and whether or
11 not Judge McCaulay, as being directed by the Court of
12 Appeals, was obligated to break that 66,000 up or whether
13 or not the change in the law changed that so he now could
14 rule that the bonding company didn't owe any money.
15 But that's what the case says.

16 THE COURT: Let me guess who signed off on that
17 legislation and introduced it. See, I know a little bit
18 more about the politics of it than perhaps you realize,
19 but please continue. I still don't think you've answered
20 my question of who was responsible for what.

21 MR. WILLIAMS: Your Honor, I think --

22 THE COURT: Robinson was responsible for monitoring
23 and letting Ms. Jenkins know that there was a violation,
24 correct?

25 MR. WILLIAMS: Probably the monitoring company.

1 THE COURT: And they let the bondsman know, so what
2 happens next?

3 MR. WILLIAMS: Well, I guess what happens next is
4 they appeared after they notified the bondsman, who by
5 the the way, Your Honor, was not the person who had the
6 information to see whether or not there was actually a
7 violation of the law or not. I'm not talking about the
8 order, Your Honor.

9 THE COURT: I'm talking about the transcript.

10 MR. WILLIAMS: Okay.

11 THE COURT: But keep going.

12 MR. WILLIAMS: I'm talking about that they didn't
13 have the fiscal information, I guess, the numerical
14 information that shows that it was a violation of the
15 law, and it was reported -- that it was reported, as I
16 understand it, to the solicitor.

17 MR. STACK: After the fact.

18 THE COURT: Eventually.

19 MR. WILLIAMS: Your Honor, I think there's also an
20 issue, Your Honor, as to what constitutes good behavior
21 versus what constitutes a violation of the bond agreement
22 because, Your Honor, in the case law that I see good
23 behavior talks about violations of the law.

24 And as I understand it, reading the transcript and
25 seeing what the other attorney did in regards to his

1 representation of the defendant, my understanding, the
2 defendant committed no additional crimes other than
3 violating the bond conditions, and obviously I'm late on
4 the scene but he did go out and commit some additional
5 crimes after the monitoring was placed on, which was my
6 understanding. Now, if I'm wrong on that I'm wrong on
7 that. I just don't know that.

8 THE COURT: I don't know if you're wrong on that or
9 not but don't you think being in a bunch of places where
10 he's not allowed to be while he's on house arrest and
11 evidence of that based on the satellite data that they
12 provided to the Court is a good behavior problem?

13 MR. WILLIAMS: I think it's a semantics problem,
14 Your Honor.

15 THE COURT: Do you have a definition of good
16 behavior for me --

17 MR. WILLIAMS: I do --

18 THE COURT: -- from a case?

19 MR. WILLIAMS: Definition of good behavior in
20 accordance with -- as cited in the case law is --

21 THE COURT: Which case?

22 MR. WILLIAMS: In Workman, Your Honor.

23 THE COURT: Workman. Okay.

24 MR. WILLIAMS: State vs. Workman. It says, Good
25 behavior is conduct authorized by a conforming to the

1 law. That's the definition cited in Workman for what
2 good behavior is.

3 THE COURT: Okay. I think that we are getting off
4 on tangents and we can talk about good behavior all day
5 long but I think if you are acting in violation of a
6 court order that's in violation of the law. I may be
7 wrong and, you know, only half of my work was appellate
8 so maybe I don't know but I would love to at some point
9 enter some sort of order and have it sent to a higher
10 court so we can get some more guidance.

11 MR. WILLIAMS: Yes, ma'am.

12 THE COURT: What I need at this point is to know
13 what you all want. I'm not going to estreat 150,000
14 dollar bond. We are going to find a reasonable sanction
15 or ruling in accordance with the three Polk factors,
16 which you are very familiar with since most of these
17 cases are yours, including the one you didn't cite to me.

18 MR. WILLIAMS: Yes, ma'am.

19 THE COURT: So you all tell me what you want me to
20 do.

21 MR. STACK: In the past dealing with other bondsmen
22 and in our office it's important to treat all the
23 bondsmen alike.

24 THE COURT: Agreed.

25 MR. STACK: If the bondman has acted in good faith

1 and can't find the guy and whatnot in the past I've often
2 cut it in half and let them pay in one lump sum half the
3 bond, but this doesn't really apply here. The bondsman
4 has not acted in good faith.

5 It's not just a condition of good behavior. It's
6 an explicit condition of the bond and she assumed
7 responsibility for all conditions of the bond and can't
8 just say I can bring him to court and has no other
9 responsibility. And this is the second time it's
10 happened, the time resulted in a second rape of a
11 16-year-old girl. It was cut off, an ankle bracelet was
12 cut off and nobody told us. Then after the fact, Well, I
13 didn't know what to do, like that.

14 I don't think Palmetto or Ace Bail by Frances can
15 plead ignorance in this matter. The best deal that we
16 ever give a bondsman if he's acting in good faith is half
17 but good faith doesn't apply in this. I mean, it was a
18 conscious decision to ignore a condition of the bond, and
19 frankly because he was a good payor, he was making his
20 weekly payments, if she put him back in jail she's not
21 going to get that payment.

22 I would ask for estreatment in full, Your Honor.
23 But we never go less than half, and those are under the
24 conditions of good faith, the guy just can't find him.

25 THE COURT: Okay.

1 Yes, sir. Happy to hear from you.

2 MR. WILLIAMS: Your Honor, I'm not going to bid
3 against myself.

4 THE COURT: No, no. I know. What about the factor
5 of the trial court must consider the costs to the State
6 in determining remission of the judgment on the forfeited
7 bond? Can you address that factor for me?

8 MR. WILLIAMS: Yes, ma'am. So far I haven't heard
9 any monetary amounts referenced in regards to how much
10 the State has had to go through.

11 Secondly, Your Honor, we take the position that the
12 State's purpose is to prosecute the defendant and the
13 defendant has not been without -- has not been not
14 available for trial.

15 MR. STACK: The cost to the State is determined --
16 applies in terms of the failure to appear estreatments,
17 when we can't find them, we've got to go look for them or
18 there's cost to a victim in terms of medical expenses or
19 a forgery or things like that. The costs to the State is
20 for failure to appear.

21 THE COURT: In those situations. I think that the
22 law is pretty clear, and one reason why I think that we
23 are getting caught up because this is a general sessions
24 context, but it's also in the context of a contract which
25 your case, Hinojos, clearly reiterates citing McIntyre

1 the State's right to bond estreatment arises from
2 contract.

3 Well, the contract here, as I see it, that the
4 State is alleging was breached was the part of the
5 contract dealing with the electronic monitoring and
6 following up on it and picking him up once she's told
7 that he's in violation of the monitoring.

8 And the part, quite frankly, of the transcript that
9 I found most interesting, and I don't have the page
10 flagged but I recall it greatly, was that perhaps one of
11 the reasons he wasn't picked up for the violations that
12 he was shown to have committed was because he was up in a
13 certain area where he needed to be to be able to make the
14 money he needed to make to be able to pay the bondsman,
15 and I'm sure Mr. Stack can cite me to that page of the
16 transcript, and I think that was Mr. Robinson's
17 testimony.

18 MR. STACK: Mr. Robinson speaks primarily on page
19 54 and 55.

20 THE COURT: All right. There's a specific response
21 that I am looking for, and this also goes to the good
22 behavior argument; although obviously it's just her
23 opinion of what's going on.

24 I know Mr. Kidd remembers. It was a pretty
25 dramatic part of the hearing.

1 Okay. You're right. It was 54 and 55. At some
2 point during your conversations -- this is Mr. Kidd
3 asking Mr. Robinson, With Ms. Jenkins regarding this bond
4 did she give any explanation as to why she didn't do
5 anything?

6 And I assume do anything pursuant to her obligation
7 under the contract.

8 Answer: The first occasion I instructed one of my
9 sons to call her. Of course, I sit in the room while
10 they make the phone calls that he was in noncompliance
11 and that he was all over the place and it needed to stop
12 but he just was doing what he wanted to do all night
13 until two o'clock in the morning and then in the daytime
14 he'd go home. The first comment, we finally called her
15 and told her and said, You know, you need to do
16 something. You really need to pick him up and put him
17 back in jail. He is not complying.

18 And she said at that time she wasn't feeling good
19 and she couldn't do it.

20 We sent you notice, the Court. We contacted her
21 again and said, You know, we've talked to him. We talked
22 to him about his activity. He's all over the place and
23 it looks like he's possibly out there doing drug
24 transactions.

25 And her comment was, Well, that's how he makes a

1 living.

2 And I said, Are you going to pick him up?

3 And she said, No.

4 And so I think what I need to know from the cost
5 to the State aspect is not cost of making him appear in
6 court or the cost of the normal Hinojos type of bond
7 estreatment, but what were the State's costs in the
8 staff hour times and attorney hour times that they had to
9 go through to gather all this satellite data, to run
10 these witnesses down, to check out all this information,
11 to attempt to get Ms. Jenkins to come into court because
12 we had quite a creative time doing that, and, in fact,
13 information was going to me that was flat out false
14 regarding a conversation that she had with Mr. Kidd
15 during a trial that he was in front of me on, the costs
16 of all of that.

17 So I agree that in order to satisfy my obligation
18 under Polk and McIntyre I can't just cut the bond in
19 half. I don't think I'm doing my proper due diligence.
20 But I need to know.

21 I mean, it's kind of like a civil context where you
22 ask the law firm, Well, how much time did you have to put
23 into that discovery that you should have gotten from the
24 other side without having to run it down.

25 So I'm going to ask them to get me that

1 information. I definitely find that there's been no good
2 faith here. There's been bad faith. There's been no
3 good behavior.

4 MR. STACK: In terms of that cost, I can tell you
5 it's been the primary mission for two attorneys for the
6 last three months to work on this issue.

7 THE COURT: Well, get me the affidavits on that or
8 we can put up testimony on that and we'll come back and
9 hear that.

10 Does that sound good to you, Counsel?

11 MR. WILLIAMS: Your Honor, I'll be here any time
12 the Court directs me.

13 THE COURT: Thank you.

14 MR. STACK: Your Honor, if you like, will be
15 acceptable, the State will submit an affidavit form, the
16 hours that the solicitors have been involved in this,
17 that Culver Kidd, that myself have been involved with it.
18 And with Kidd and myself, it's been the primary mission
19 since, I think June, and have done little work other than
20 this stuff here, interacting with bondmen, etcetera.

21 THE COURT: All right. And, Mr. Williams, what
22 we'll do is when we get those affidavits I'll have them
23 serve them on you and I'll give you a chance to respond,
24 clearly, and if we need to set another hearing at that
25 point we will but I think that's the safest way to

1 proceed in light of what I'm reading in the case law. I
2 need to be able to make particular findings that I need
3 to make under the statute and under the law and I just
4 don't think we have all the information we need here,
5 although this has been a most enlightening experience.

6 MR. WILLIAMS: Thank you, Your Honor.

7 THE COURT: Thank you. It's under advisement until
8 I get further information.

9 MR. STACK: Thank you, Your Honor.

10 (WHEREUPON, the hearing was concluded.)

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C E R T I F I C A T E

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I, Sharon L. Vizer, 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 of all the proceedings had
and the evidence introduced in the hearing of the
captioned case in Circuit Court on the 7th day of
September 2012.

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

September 29, 2014



SHARON L. VIZER

CIRCUIT COURT REPORTER

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

COURT OF GENERAL SESSIONS

2011-GS-10-07749

2012-GS-10-01680

2012-GS-10-01818

2012-GS-10-00711

STATE OF SOUTH CAROLINA)

Plaintiff)

V.)

TRANSCRIPT OF RECORD

DEANGELO MITCHELL,)
Defendant.)

October 11, 2012
Charleston, South Carolina

B E F O R E :

THE HONORABLE STEPHANIE McDONALD, JUDGE

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

Mr. James Stack, Assistant Solicitor
Representing The State

Mr. Robert T. Williams, Sr., Esquire
Representing The Frances Jenkins d/b/a Ace Bail
and Palmetto Surety Corp, as Surety

Anne Bouley Meyer, RPR
Circuit Court Reporter
Ninth Judicial Circuit

1 Mr. STACK: Good morning, Your Honor. As you
2 know, this is the State's motion to estreat the bond
3 with regard to State versus Deangelo Mitchell.

4 Mr. Robert Williams of Lexington represents Palmetto
5 Surety, whose agent, Frances Jenkins, wrote the bond on
6 their behalf.

7 The defendant, Mr. Mitchell, is currently in the
8 Charleston County Detention Center with his bond of
9 \$150,000 consolidated revoked. It was revoked at the
10 original hearing in this matter on July 26th.

11 A subsequent hearing was conducted on September
12 7th, where the Court heard the State's motion to
13 estreat the bond based on the discretion provided in
14 the Boatwright decision. The Court indicated it was
15 inclined to estreat the bond, but directed that the
16 solicitor's office provided the three Polk factors; the
17 cost to the State, but also the purpose of the bond and
18 the willfulness of the violation.

19 The cost to the State has been reduced to a
20 memorandum or affidavit form and it was sent over, I
21 believe, yesterday. It has also been provided to the
22 defense counsel, Mr. Williams.

23 The three affidavits are from Scarlet Wilson,
24 Mr. Culver Kidd, and a memorandum from myself. The
25 total cost, low end, is \$2,800 and change, and the high

1 end is \$3,200 and change.

2 It was reconstructed after the fact. We don't
3 normally keep our hours as we go through the day. But
4 it was a good-faith effort to strike after the fact,
5 and where we were unsure, we erred on the side of the
6 lower figure as opposed to a higher figure.

7 The State would also like to point out that the
8 Court is required to consider cost to the State, but is
9 not limited by that cost, and it also must consider the
10 other two Polk factors.

11 The purpose of the bond is required
12 consideration. Like any bond, the purpose of the bond
13 is to address the risk of flight and threat to the
14 community; that is, to ensure his appearance and to
15 safeguard the witnesses and the community at large. In
16 this case, the magistrate determined that house arrest
17 with electronic monitoring was appropriate to ensure
18 his appearance and to safeguard the community.

19 The third factor is the willfulness of the
20 violation, and that's what we are most concerned about.
21 The July 26th hearing established, and we have the
22 transcript, and I can probably get another copy if you
23 like.

24 THE COURT: I have it, thank you.

25 MR. STACK: Palmetto's agent was made aware of

1 the defendant's violation on several occasions, and
2 that she deliberately chose and decided not to take any
3 action in terms of picking him up herself, or at least
4 informing law enforcement or informing the solicitor's
5 office.

6 But more disturbingly, the reason that was
7 developed for that was that because the defendant was a
8 good payer, he made his weekly payments. And if she or
9 someone else put him back in jail for violating the
10 house arrest requirements, those payments would dry up.
11 She intentionally, willfully defeated the purpose of
12 the bond for her own financial considerations.

13 Beyond those three factors, we would like you to
14 consider this is not the first time that Palmetto
15 Surety and their agent, and electronic monitor Larry
16 Ballard, have been involved in an event like this.

17 Back in 2005 and 2006, Daniel Hanf, H-A-N-F, was
18 arrested on a CSC charge with a 17-year-old female. He
19 broke the house arrest requirement and nobody was
20 informed. He assaulted a second female, a 16-year-old
21 girl, then cut the ankle bracelet off and fled. And no
22 one informed the solicitor. No one took any action.

23 And days later days, days later Mount
24 Pleasant police developed this defendant as a suspect.
25 They went to Ballard, they went to Frances Jenkins and

1 they could not account for why he had been off the
2 monitor for several days and was no longer on house
3 arrest. They cannot claim
4 ignorance in this matter. The excuse that, nobody told
5 me, I didn't know, it's not my fault, cannot cut it
6 when this is the second serious violation of this in a
7 few years.

8 As you know, when a bondsman assumes
9 responsibility for his bond, he assumes responsibility
10 for all aspects of the bond. It's not within his
11 discretion to pick and choose those aspects to benefit,
12 and ignore those aspects that do not. Boatwright
13 establishes that it is within your discretion to
14 estreat his bond.

15 And finally, not to be harsh about this, but I'd
16 like to point out finally that Palmetto took no action
17 after the Hanf case. Frances Jenkins is still their
18 agent. She still writes for Palmetto. No action was
19 taken after Hanf to address this problem, and no action
20 has been taken so far with regard to this matter.

21 There are no consequences, and there is not
22 going to be any proven. It is a decision to ignore the
23 judge's instruction. And it's the second time this has
24 happened and nobody does anything except look at us and
25 say, it's not their fault, and they don't want to pay

1 an estreatment.

2 Thank you, Your Honor.

3 THE COURT: Thank you, sir.

4 Yes, sir, Mr. Williams.

5 MR. WILLIAMS: May it please the Court.

6 Your Honor, first I'm here, obviously, only in
7 reference to the Deangelo case.

8 THE COURT: Okay.

9 MR. WILLIAMS: We have absolutely -- I guess I
10 have no knowledge about this 2005 case because this is
11 an attempt to estreat a bond on Deangelo Mitchell.

12 Your Honor, I have looked again, since I was
13 down here the last time, I handed up some cases to Your
14 Honor the last time. I know of no case in the state of
15 South Carolina which says that a bonding company is the
16 insurer of the defendant's behavior. It doesn't exist.
17 So it is an appearance bond which a bonding company
18 signs.

19 It is my understanding that in regards to the
20 history of this particular case, that at no point in
21 time did the defendant fail to appear at any hearing,
22 that he appeared even when his bond was revoked, and
23 that -- so that is not an issue.

24 It appears that -- also that once the bond was
25 revoked, that argument -- that arguably that there is

1 no bond from which you can estreat because the bond has
2 been revoked. This is all contract law, Your Honor.
3 And if you read each and every one of the cases, and I
4 have heard reference to the Boatwright case earlier, in
5 the Boatwright case, the person was not available for
6 trial.

7 Every bond estreatment case that you look at,
8 the key is whether or not the defendant is available to
9 be tried, and whether or not the defendant can face --
10 because I think I have already referenced this case
11 before and I want to say it's the -- well, I will pull
12 it out in a second, Your Honor.

13 The purpose of the bond is not to enrich the
14 coffers of the state of South Carolina. The purpose of
15 the bond is to require the appearance of the defendant.

16 THE COURT: What's the purpose of the bond
17 conditions?

18 MR. WILLIAMS: Your Honor, the purpose of the
19 bond conditions are for in the event the defendant
20 fails to abide by those bond conditions, that he may
21 have his bond revoked and he may be placed in jail.

22 THE COURT: Okay. This is what I am struggling
23 with, and maybe you can help me with it.

24 If a bondsperson -- because I don't believe it's
25 a bondsman here, it would be a bondsperson -- is aware

1 of violations of certain conditions that are set in
2 place by court order -- we are dealing with a court
3 order, and I take those kind of seriously -- and
4 knowingly and willfully fails to act on them, and it is
5 a matter of contract law, what is the remedy then?

6 I mean, under your argument, what remedy does
7 the State have?

8 MR. WILLIAMS: You've got several. I looked --
9 I wasn't aware about the administrative order until
10 recently that Charleston County --

11 THE COURT: Judge Rushing's?

12 MR. WILLIAMS: Yes. And underneath that order
13 clearly it tells the monitoring company what their
14 obligations are, and their obligations are to file a
15 report with the clerk of court.

16 I believe that's in the power of the Circuit
17 Court to issue whatever order it wishes in regards to
18 the bondsman, and tell the bondsman that in the event
19 that you fail to pick up your person when he violates
20 the terms and conditions of your bond, then you will be
21 held accountable. But I think you've got to spell it
22 out.

23 What this Court -- not you individually, Your
24 Honor -- but what is being attempted to do here is to
25 spank the hands of the bondsmen for not doing their

1 job, to correct them for not doing their job,
2 underneath the wrong procedure.

3 THE COURT: Okay. Well, what is the right
4 procedure? And where are the teeth?

5 Because here's what I'm understanding you to
6 say. I appreciate your argument. But just like I
7 don't -- it's not that I don't like them, I'm
8 instructed not to divine that language in the
9 legislature. If it can be reasonably interpreted, the
10 Court doesn't want to divine it that it's rendered
11 useless or that it's rendered a nullity.

12 For there to be no remedy, even if it's just in
13 an equitable power in the Court, it renders a nullity
14 the requirement of electronic monitoring if there is no
15 avenue by which to enforce that it actually happened.

16 MR. WILLIAMS: I think you simply write it in
17 the order, the administrative order that Your Honor is
18 probably working on right now.

19 THE COURT: I'm getting the new one ready.

20 MR. WILLIAMS: Is that you put that in your
21 administrative order. And once it's in your
22 administrative order, then I think clearly you've got
23 contempt sanctions. You've got --

24 THE COURT: But see, I think I have got contempt
25 sanctions just in the inherent power of the Court. And

1 I think that I have to read them in conjunction with
2 State v Polk. I guess it's actually in re: Polk, and
3 State v Hinojos, H-I-N-O-J-O-S, and that's what I'm
4 left.

5 So tell me my remedies. I mean, I'm not going
6 to estreat the \$150,000 bond. I'm not going to do
7 that. I don't think that that would be equitable under
8 the terms of Boatwright, Polk and Hinojos, and I don't
9 know that it would serve a purpose.

10 I'm going to estreat something, I just need to
11 figure out what, and I think I have the power to do it.
12 And if I don't, perhaps someone will reverse me and
13 tell us all how to do it. That would be great.

14 MR. WILLIAMS: I understand. The Hinojos case
15 does not stand for the proposition that you have the
16 equitable right to sanction the bonding company by
17 making them pay money. The Hinojos case, if you are
18 referring to the equitable issue which was raised in
19 that case, which I think you are referring to, in that
20 case it's where the bondsmen sat in the courtroom, and
21 there were like three bondsmen who were on the case,
22 and the Hispanic defendant was allowed to remain out
23 without the monitoring --

24 THE COURT: After he pled guilty.

25 MR. WILLIAMS: After he pled guilty. And one of

1 the bondsmen indicated that it would be okay with him,
2 if it was okay with the other bonding companies. And
3 the Court of Appeals said, well, you know, that's not
4 good enough because you basically -- I don't know if
5 you sucker punched the solicitor or the Court or
6 whatever because they were led to the belief that you
7 were acquiescence -- or you were acquiescing in that.

8 That's the equitable estoppel argument that I
9 think you are referring to. But that's different in
10 that particular case, because in that particular case
11 guess what? The defendant wasn't there. Again, the
12 defendant wasn't there for purposes of trial.

13 And in the other case that you are referring to,
14 which I believe was the --

15 THE COURT: I think Boatwright and Polk. What
16 about when a defendant is in violation of the bail
17 contract, of the order that he be on electronic
18 monitoring, and the monitor and the bondsman -- who has
19 a duty -- I admit that the statutes are not clear and
20 the case law is not crystal clear on what those duties
21 are -- what about when they just ignore it?

22 Is the remedy not to find them and just put them
23 in jail for ignoring the court order? There has got to
24 be some recourse.

25 MR. WILLIAMS: I think there is a remedy. I

1 think the most reasonable remedy, as it is now, before
2 your administrative order, Your Honor, is that if you
3 feel that a bondsman is not doing his job, then just as
4 lawyers are required to prove our worthiness to the
5 bar, then there is the Department of Insurance which
6 regulates bondsmen.

7 THE COURT: Right. But they don't regulate
8 obedience with court orders.

9 MR. WILLIAMS: They don't.

10 THE COURT: I'm sure that under the separation
11 of power doctrine, that's right here.

12 MR. WILLIAMS: They don't. But if a bondsman
13 continually violates the terms and conditions of the
14 bonds, and if he continues to violate court orders,
15 then I would think that whoever is monitoring the
16 issuance of licenses would find that that person should
17 not be a bondsman.

18 THE COURT: Right.

19 MR. WILLIAMS: The other possible sanction would
20 be if there was a finding that the bondsman was in
21 cahoots. If he was -- had some sort of agreement with
22 the defendant for the defendant to be out.

23 THE COURT: Transcript from January 26th, 2012.

24 MR. WILLIAMS: Arguably, if there is a criminal
25 charge which could be brought, then they can bring the

1 criminal charge and allege that there was some sort of
2 a conspiracy or accessory or something like that.

3 I am only here to say that as it is now, the
4 framework is not there for an estreatment. And the
5 thing which worries me even more, Your Honor, is say
6 you do estreat the money, and you've already told me
7 you are going to, what concerns I think most bonding
8 companies is if it's just some order which says that he
9 failed to abide by the terms and conditions of a bond,
10 then bondsmen won't sign bonds.

11 Because what you will in essence have done is
12 create too much of an impasse, too much of an
13 obligation on behalf of the bonding companies, because
14 that could be anything.

15 THE COURT: Well, and you may be right on that;
16 however, this -- and I will say on the record and put
17 in the language of any order, administrative or
18 otherwise, that this is dealing solely with this
19 particular case and with electronic monitoring.

20 And since I put a moratorium on electronic
21 monitoring in the 9th Circuit, I don't really care
22 whether bondsmen will sign off on them right now or not
23 until we lift that moratorium. And then we'll address
24 that going forward.

25 And it might not be bondsmen, it might be

1 somebody else.

2 MR. WILLIAMS: But, I mean, I think that -- what
3 you are describing, Your Honor, I think probably
4 prevents that from being a problem. That was just a
5 social argument, Your Honor. But I think that would
6 probably prevent that from being a problem.

7 But I can only argue with what I know the case
8 law to be, and what the statute -- if you look at the
9 statute, Your Honor, even the statute is talking about
10 relief of bond. They all say, when you bring the
11 person in, he is relieved of the obligation.

12 THE COURT: I think we all know -- and you are
13 in a strange position here, but you seem to be one of
14 the experts in this area so that's good -- we are
15 definitely going to make some law.

16 I may be totally wrong in what I do today, or
17 not, but it will give the folks in Columbia an
18 opportunity to clarify this for folks around the state.
19 Because for those who don't do their monitoring
20 in-house, say through the sheriff's office or through a
21 Hit Program like they have in Greenville, this is a
22 problem from time to time.

23 MR. WILLIAMS: Yes, ma'am.

24 THE COURT: And somebody's got to fix it. I'm
25 not saying I'm the one who knows how to fix it, but I

1 can at least put the ball in motion. And I think that
2 under just a general contempt law that I'm looking at,
3 not in the bonding situation, but just in general, all
4 Courts have the inherent power to punish for contempt
5 -- which may be what we are dealing with here -- which
6 is essential to the preservation of order in judicial
7 proceedings to enforce the judgments, orders, and writs
8 of the Court.

9 And absent some showing, that I haven't seen
10 yet, there is no question in my mind that there have
11 been violations of at least the provisions of the bond
12 by the defendant -- we have dealt with that, we have
13 revoked it -- but by the bondsperson who should have
14 been policing that, for lack of a better word, and we
15 just need to carve out the remedy.

16 I had hoped y'all would be able to work this
17 out. I knew y'all were talking at one point. But I do
18 think we need to throw something out in an order so
19 that the powers that be over my pay grade can interpret
20 it and let us know.

21 I mean, I'm going to make a ruling, and then I'm
22 happy for y'all to try to get it expedited on appeal.

23 MR. WILLIAMS: I don't really have, I guess --
24 I'm just tying up the Court talking any further because
25 it's clearly what the difference in the arguments are.

1 THE COURT: I agree with you. You are not
2 wrong. But I believe that signing off on bond orders
3 and putting conditions on bonds is part and parcel of
4 what I have to do up here. And then somebody has got
5 to obey them.

6 MR. WILLIAMS: What might make this even better
7 would have been if the monitoring order might have been
8 incorporated into the bond form which the bondsmen
9 sign.

10 THE COURT: We are working on all of that moving
11 forward; however, I think I have said every possible
12 way I can say it that I did not find it credible that
13 they didn't know, the bondsperson, the order that she
14 signed, what the obligations were under that bond.

15 And the fact that somebody was getting paid on
16 time for what they were supposed to be doing and not
17 doing, let's me know that they knew what the
18 requirements of the bond order were whether or not they
19 actually functionally signed on the form or not. But
20 that's being fixed moving forward too.

21 So we are learning as we go. Offer me a
22 suggestion of what you think the remedy should be other
23 than the Department of Insurance revoking a license.
24 What should the remedy be that this court could fashion
25 that you would suggest?

1 Understanding that you think there is no remedy,
2 that's how I understand the argument, there is nothing
3 that I can do or that this Court can do or that this
4 branch can do under the law that exists now to enforce
5 what I have found to be violations of the bond terms
6 here, and what I'm going to find in my order are
7 willful violations of the duty to supervise and comply
8 with the contract of the bond order.

9 What would you have the Court do?

10 And I recognize your prior arguments, and we
11 will make sure we preserve those. You are not waiving
12 anything by giving me a remedy. You don't have to.
13 He's saying, I want it estreated in the full amount,
14 they have given me their time. And I've said, I'm not
15 going to estreat it in the full amount, but I'm
16 probably going to estreat something.

17 MR. WILLIAMS: Obviously, Your Honor, I guess if
18 you're intent on taking some money, then I would hope
19 that that amount would be in connection with whatever
20 amount of costs that has been expended.

21 I mean, I have looked at the affidavits. The
22 affidavits are not clear, but I'm not here to argue
23 those because the amount of money that they're arguing
24 about --

25 THE COURT: It's less than I thought it would

1 be.

2 MR. WILLIAMS: It's not a great amount of money.

3 THE COURT: I appreciate their candor.

4 MR. WILLIAMS: So I'm not going to accuse them
5 of juicing it up or anything like that.

6 THE COURT: Right. But I also think that under
7 Polk and Boatwright I'm not limited to the amount of
8 expenditure, there has got to be something to address
9 the purpose of the bond.

10 It's almost like punitive damages. There has
11 got to be some teeth in it to deter future behavior,
12 and the willfulness of the violation here. And I
13 haven't seen anything -- well, it's not even that nice.
14 This was willful in my mind based on everything that I
15 have been presented with.

16 But that wasn't your issue that day. You
17 weren't even here that day when we had that first
18 hearing, and I will make that abundantly clear in any
19 order that we sign. You came in to try to save the day
20 after the ball was already pretty far down the court in
21 a 75-page transcript from July.

22 So I -- as we search here for a remedy, and to
23 deter future bad conduct, if and when the moratorium is
24 lifted, what would you have the court do in lieu of a
25 full estreatment?

1 And if you don't want to answer, you don't have
2 to. I'm just asking. There has got to be a remedy. I
3 don't think my hands are tied to that extent.

4 MR. WILLIAMS: Well, I not sure. And I
5 understand the position that for every wrong there has
6 got to be a remedy, but I'm not sure that's always in
7 every case.

8 Because if there was always someone who was
9 going to, I guess, suffer or have something happen to
10 them, then there would never be the case where --
11 you've got to change the law, Your Honor, I think. The
12 law has got to be changed. You have to work within the
13 framework of what we have, which is statutes and case
14 law.

15 And we can't go outside that and just say, well,
16 we want to hurt somebody --

17 THE COURT: Here's what we can do. In the
18 inherent power of the Court, I can convene a contempt
19 hearing. It can be civil contempt, it can be criminal
20 contempt, and we can go from there.

21 I think that certainly that's within the
22 inherent power of the Court to do.

23 MR. WILLIAMS: I agree.

24 THE COURT: And I'm willing to do that. I don't
25 know if Ms. Jenkins is even here -- I don't know if she

1 intended to be here or not -- but we can do it that
2 way. You know, I don't think that would be for
3 today because we need to put her on the stand, if she
4 so chose to do so, and make sure that her rights were
5 protected. I'm fairly certain when there's a violation
6 of a court order, that I'm empowered to do that.

7 If your argument is that I'm not empowered to
8 estreat the bond, that may well be. But I have got to
9 make a ruling one way or the other.

10 MR. WILLIAMS: I guess I'm having a hard time
11 trying to determine what court order the person did not
12 abide by.

13 THE COURT: The bond order and her duties to do
14 her job as a bondsman, bondsperson licensed by the
15 state of South Carolina. There is no need to have
16 electronic monitoring if nobody is monitoring it. And
17 there has got to be some accountability there.

18 And I don't think it has to be a criminal
19 statute, I think that comes under the inherent power of
20 the Court.

21 MR. WILLIAMS: See, I think that's the
22 Department of Insurance. I think they're the sanction
23 people who take away the ability of the person to write
24 a bond. I think that's the sanction.

25 THE COURT: Could be. Could be.

1 MR. WILLIAMS: I have no answer, Judge.

2 THE COURT: Okay. Well, it's the State's motion
3 so I'll hear from them last. I promise y'all I will be
4 looking at this more.

5 MR. WILLIAMS: Thank you, Your Honor.

6 THE COURT: Yes, sir.

7 MR. STACK: Justify briefly. The State, just
8 background, is not looking at every violation. The
9 bondsmen act in good faith in an imperfect world
10 dealing with other people. But this is not something
11 in good faith, this is active concealment.

12 THE COURT: I agree.

13 MR. STACK: Ignoring the instructions and not
14 telling anybody is active concealment. By way of
15 history, Scarlet is very clear, we treat all the
16 bondsmen alike; there are no favorites, no unfavored
17 bondsmen.

18 And I have handled bonds over the last several
19 years, and normally we estreat the bond in the full
20 amount with 4 monthly payments. But if the guy has
21 acted in good faith, or the gal has acted in good faith
22 and just something came up and they can't find them,
23 it's not really their fault, even though they're
24 responsible, oftentimes I have cut it in half and just
25 say pay one half up front, and we will punt on that.

1 But those are when they act in good faith,
2 you've got a history of acting in good faith, they work
3 hard, they're attentive, but just can't get it done and
4 we live in an imperfect world.

5 This is not applicable to the Palmetto's agent.
6 They have taken no action with regard to her; not with
7 him, and not with her. She still writes bonds and
8 sends Palmetto her payment. It's active concealment.

9 The State would ask for half the amount, and 4
10 monthly payments to the Charleston County Clerk of
11 Court beginning at the end of November. Thank you.

12 THE COURT: Thank you, sir.

13 Anything further, Mr. Williams?

14 MR. WILLIAMS: No, Your Honor.

15 THE COURT: Okay. I will -- there are few more
16 things I want to look at.

17 Oh, here she is.

18 MR. STACK: She's here.

19 THE COURT: Did we let her know what time the
20 hearing was going to start?

21 MR. WILLIAMS: We noticed Palmetto only. But
22 for the estreatment, yes.

23 THE COURT: Okay. Thank you. I'm going to take
24 a look at this and we will let y'all know. There are a
25 few more things I want to look at, and I want to

1 construct the language of the order fairly carefully.

2 The estreatment won't be any greater than half
3 of the amount. It probably won't be that amount
4 either, based on the cost to the State. I have grave
5 concerns about the purpose of the bond, the purpose of
6 the electronic monitoring requirement, and the
7 willfulness of the violation in light of just a pattern
8 of ongoing behavior that I have noticed, but I need to
9 make some specific rulings on that.

10 So I'm going to look at a few more authorities,
11 and I will let y'all know and then we can all craft an
12 order together and get it sent up to be interpreted,
13 which I think would give everybody some help.

14 Anything y'all want to tell me before we move on
15 to the next matter?

16 MR. WILLIAMS: No, Your Honor

17 THE COURT: Okay. Anything else?

18 MR. STACK: No, Your Honor.

19 THE COURT: Thank you, sir.

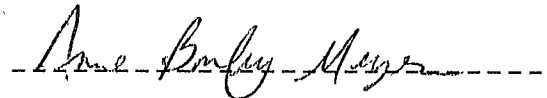
20 MR. WILLIAMS: Thank you, Your Honor.

21 (Whereupon, the proceedings in this matter
22 before the Court were adjourned.)
23
24
25

C E R T I F I C A T E

I, the undersigned, ANNE BOULEY MEYER, as the former 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 PARTIAL 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, RPR

State of South Carolina



Charleston County
101 Meeting Street, Suite 400
Charleston, SC 29401
Phone (843) 958-1900
Fax (843) 958-1905

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Fax (843) 719-4588

SCARLETT A. WILSON
Solicitor, Ninth Judicial Circuit

October 9, 2012

MEMORANDUM FOR: Judge Stephanie P. McDonald, Chief Judge for General Sessions

SUBJECT: Cost to the State with regard to Estreatment of Bond

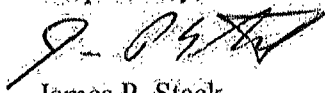
<u>State v. Deangleo Mitchell,</u>	PWID Cocaine	2011-GS-10-07749
	Trafficking Cocaine	2012-GS-10-00711
	Involuntary Manslaughter	2012-GS-10-01818
	PWID Cocaine	2012-GS-10-01680

This information is presented as one element of the "Polk Factors" for the court's consideration. The personnel involved are salaried and normally do not account for hours or costs in the course of their duties. This data is a good faith reconstruction made in retrospect.

Copy of Transcript, Motion to Revoke Bond (July 20, 2012)	\$240.50
Copy of Transcript, Motion to Estreat Bond (September 7, 2012)	\$240.50 (est.)
Meeting with Palmetto Surety and Attorney Robert T. Williams (September 5, 2012) (0.5 hrs @ \$32.60)	\$ 16.30
Multiple Phone calls with Attorney Robert T. Williams (Scheduling, Settlement Negotiations) est.(1.0 hrs @ \$32.60)	\$32.60
Motion to Estreat Bond Hearing est (1.0 hrs @ \$32.60)	\$32.60
Prepare and send notice to SC Department of Insurance Para Legal est (0.5 hrs @ \$18.79)	\$9.39
Prepare and send notice to Palmetto Surety and Agent Para Legal est (0.5 hrs @ \$18.79)	\$9.39

Brief, Request and Schedule Hearing with Chief Judge est (2 hrs @ \$32.60)	\$65.20
Legal Research with regard to <i>Boatman</i> , <i>Workman</i> and <i>Polk</i> decisions est (3 hrs @ \$32.60)	\$97.80
Multiple Status and Guidance Briefings with the Solicitor est (4 hrs @ \$32.60)	\$130.40

Respectfully,



James P. Stack
Managing Assistant Solicitor
Office of the Solicitor

AFFIDAVIT OF E. CULVER KIDD
ASSISTANT SOLICITOR
CHARLESTON COUNTY, NINTH JUDICIAL CIRCUIT
STATE OF SOUTH CAROLINA

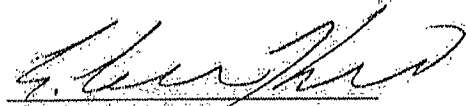
I, E. Culver Kidd, who, being first duly sworn, deposes and says:

1. I am the Assistant Solicitor for the State of South Carolina in the case against Deangelo Mitchell.
2. It was brought to my attention by Robinson Bonding Company that Mr. Mitchell was violating one of the conditions of his bond in that he was not complying with the house arrest condition of that bond.
3. After learning of Mr. Mitchell's violations and the refusal of his bondsman, Frances Jenkins, to take any action, I began to research the law pertaining to this issue.
4. I analyzed all South Carolina statutes and case law dealing with GPS monitoring and the enforcement of bond conditions. In addition I read numerous cases from other jurisdictions in search of persuasive argument as to why estreatment would be the appropriate remedy for failure to enforce a condition of a bond other than appearance.
5. I was forced to file a motion to revoke bond against Mr. Mitchell, in which I had to notice his attorney Bobby Howe, Frances Jenkins, and Robinson Bonding Co.
6. A hearing was held in front of the Honorable Stephanie McDonald which lasted approximately 2 hours.
7. I had numerous conversations via telephone, email, and in person with co-workers, the Clerk's office, attorneys, bondsman, and GPS monitoring companies so that I could better understand the environment of the system currently in place.

8. While as a salaried employee we do not keep time logs of our work, in my best estimation I spent approximately 30 hours working on this issue from July through the present.

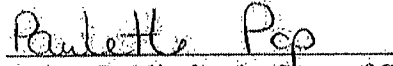
9. My annual salary if broken down to an hourly rate equals \$34.48 per hour.

FURTHER AFFIANT SAYETH NOT.



E. Culver Kidd

SWORN to before me this 9 day of October, 2012.



Notary Public for the State of South Carolina

My Commission expires 1-3-2017

(affix seal here)

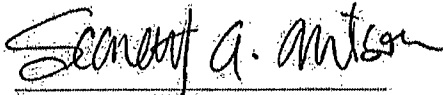
AFFIDAVIT OF SOLICITOR SCARLETT A. WILSON
NINTH JUDICIAL CIRCUIT
STATE OF SOUTH CAROLINA

I, Scarlett A. Wilson, who, after being first duly sworn, deposes and says:

1. I am the Solicitor for the Ninth Judicial Circuit in the State of South Carolina which is comprised of Charleston and Berkeley Counties. I am the chief prosecutor for the circuit and supervise both Assistant Solicitors Culver Kidd and James Stack.
2. It was brought to my attention by Robinson Bonding Company that Defendant DeAngelo Mitchell was violating one of the conditions of his bond in that he was not complying with the house arrest condition of that bond.
3. After learning of Mr. Mitchell's violations and the refusal of his bondsman, Frances Jenkins, to take any action, I began to research the law pertaining to this issue along with Mr. Kidd, Mr. Stack and others.
4. I analyzed all South Carolina statutes and case law dealing with GPS monitoring and the enforcement of bond conditions. In addition I read numerous cases from other jurisdictions in search of persuasive argument as to why estreatment would be the appropriate remedy for failure to enforce a condition of a bond other than appearance.
5. A hearing was held in front of the Honorable Stephanie McDonald which lasted approximately 2 hours.
6. I had numerous conversations via telephone, email, and in person with co-workers, the Clerk's office, attorneys, bondsman, and GPS monitoring companies so that I could better understand the environment of the system currently in place. I also spent many hours examining records and spreadsheets.

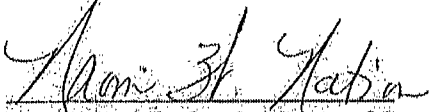
7. While as a salaried employee I do not keep time logs of our work, in my best estimation I spent approximately 15 hours working on this issue from July through the present.
8. My annual salary if divided into an hourly rate is approximately \$64.50 per hour.

FURTHER AFFIANT SAYETH NOT.



Scarlett A. Wilson
Ninth Circuit Solicitor

SWORN to before me this 10th day of October, 2012.



Notary Public for the State of South Carolina

My Commission expires September 23, 2014
(affix seal here)

STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of General Sessions
Stephanie P. McDonald, Circuit Court Judge

RECEIVED

FEB 13 2015

SC Court of Appeals

Appellate Case No. 2014-001516

The State of South Carolina Respondent,

v.

Deangelo Mitchell, Defendant and AA Ace Bail by Frances and Palmetto Surety Corp., Sureties for
the Defendant, ... Appellants.

PROOF OF SERVICE

I certify that on February 11, 2015 I have served a copy of the Record on Appeal and Final Brief of the Appellants upon the individual(s) named below by placing copies of same in the United States Mail, postage prepaid and return address clearly indicated to the address(es) listed below:

Alan M. Wilson, Attorney General
Christina Catoe Bigelow, Assistant Attorney General
S.C. Attorney General's Office
Rembert Dennis Building
1000 Assembly Street, Room 519
Columbia, S.C. 29201

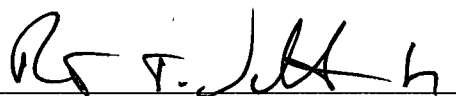
Scarlett A. Wilson, Solicitor
Charleston County Solicitor's Office
O.T. Wallace Building
101 Meeting Street, Suite 400
Charleston, S.C. 29401

I further certify that on February 13, 2015 I have served a copy of the Record on Appeal and Final Brief of the Appellants upon the individual(s) named below by placing copies of same in the United States Main, postage prepaid and return address clearly indicated to the address(es) listed below:

Salley W. Elliott, Assistant Attorney General
S.C. Attorney General's Office
Rembert Dennis Building
1000 Assembly Street, Room 519
Columbia, S.C. 29201

James P. Stack, Assistant Solicitor
Charleston County Solicitor's Office
O.T. Wallace Building
101 Meeting Street, Suite 400
Charleston, S.C. 29401

February 13, 2015



Robert T. Williams, Sr., Bar No.: 6149
Benjamin A. Stitely, Bar No.: 75339
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