Date

1 of 3 copies —

RECEIVED
NOV 09 2015
SC Court of Appeals

South Carolina Court of Appeals
P.O. Box 11629
Columbia, SC. 29211

RE: Submitting in writing any arguable basis that there are issues preserved for an appeal.

Dear,

I submit to the courts of Appeals that during the course of trial my lawyer Calvin K. Hastie stop the trial with the intent of a oral and written plea agreement of a 0 to 20 years with a Cap. It was stated in court that day of the plea, also the plea agreement was faxed to Mr. Hastie. The Judge Jeffery Young knew that the plea agreement was 0 to 20 with the Cap. He also knew that ~~was~~ the plea agreement was why we stopped trial. All which should be submitted in the plea hearing Transcript.

The Judge and court has proved that there is Detrimental reliance plaied on the Judge and courts part. The Transcript of plea hearing, and the witnesses of the hearing will state so.

I'm stating to the courts of Appeal that I signed the sentence sheets before the Judge Jeffery Young made his final verdict. My sentence sheets are white out where the recommendation by the state was marked when I signed. When I was told to sign I was detrimentally relied on the plea offer. The state, [redacted] my lawyer, and the Judge knew that at the time we was stopping trial with the intent of the oral and written plea agreement. The Judge Jeffery Young made a factual call with the knowlegede

of Knowing the agreement. Judge Jeffery Young never stated that he was not going with the agreement of stopping trial and going along with the plea agreement for 0 to 20 with the Cap. He Knew the agreement & the Judge was presented the agreement in court which should be in the Transcript also. Which was stated as 0 to 20 yrs. with a Cap. The Judge verdict was 22 years.

It states in cases Curtodio V State, also in State V. Peake, 345 S.C. 72, 545 S.E. 2d 840 (Ct. App. 2001)[2] (enforcement of a agreement not to prosecute is subject to two conditions.[1] I argue that plea counsel was ineffective for failing to seek specific performance of the original plea agreement. The argument is based on the Court of Appeals decision in Reed V. Becka, 333 S.C. 676, 511 S.E. 2d 396 (Ct. App. 1999).

In Reed, the solicitor made or oral offer, which Becka accepted, to allow Becka to plead to a lesser offense with a recommendation of probation. However after the state consulted with the victims family, the state withdrew the plea offer. The Trial Judge found the offer was a valid and enforceable contract and denied the states motion to withdraw the offer.

The Court of Appeals reversed.

The Reed court stated that a defendent does not have a constitional right to plea bargain, a trial judge is not required to accept a plea bargain, and that ordinarily a plea offer is nothing more than an offer until it is accepted by the defendant by entering a court-approved plea of guilty. However, the Reed court found the general rule is subject to a detrimental reliance exception.

This exception is stated as: Absent an actual plea of guilty,

a defendant may enforce an oral plea agreement only upon a showing of detrimental reliance on a prosecutorial promise in plea bargaining. Reed, 333 S.C. at 688, 511 S.E. 2d at 402

Even if the agreement has not been finalized by the court, a defendants detrimental reliance on a prosecutorial promise in plea bargaining may make a plea agreement binding.

The Reed court adopted the rule that the State may withdraw a plea bargain offer before a defendant pleads guilty, provided the defendant has not detrimentally relied on the offer. The Court of Appeals properly adopted the detrimental reliance exception.

With Kindest Regards,

#308305

Lyndon O'Allen

Lyndon O Allen #308305
Lee C.I. FI-B side 2235
990 Wisacky HWY
Bishopville, SC. 29010

Lyndon O Allen #308305
Lee C.I. F1-Bside 2235
990 Wisacky Hwy
Bishopville, SC 29010

COLUMBIA SC 290
05 NOV 2015 PM 3 L

RECEIVED
NOV 09 2015
SC Court of Appeals

South Carolina Court of Appeals
P.O. Box 11629
Columbia, SC 29211