

STATE OF SOUTH CAROLINA)

IN THE COURT OF GENERAL SESSIONS

COUNTY PICKENS

CLERK OF COURT
PICKENS COUNTY
SOUTH CAROLINA

State of South Carolina)

2017 NOV - 2) ~~CONDITIONAL~~ ORDER TO ESTREAT
BOND

vs.)

Ronnie Carroll Tucker)

Principal)

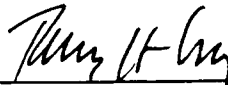
Bail Out Bonding)

Surety)

IT IS ORDERED that the bond posted by Bail Out Bonding to ensure the presence of Ronnie Carroll Tucker before the Court upon notice by the Solicitor's office be estreated in full due to this Defendant's non-compliance with the conditions of bond as outlined in SC Code Ann. Section 17-15-20.

Bail Out Bonding shall appear on Friday, December 15, 2017 at 9:00 a.m. in the Court of General Sessions at the Pickens County Courthouse to show cause on why such forfeiture should not be remitted in whole or in part or provide an affidavit establishing grounds for such remittance as follows under SC Code Ann. Section 17-15-180.

IT IS ORDERED.


Presiding Judge, 13th Judicial Circuit

Pickens, South Carolina

Date: 11-1-17

I SO MOVE:


Solicitor

RECEIVED
MAR 19 2018
SC Court of Appeals

STATE OF SOUTH CAROLINA)
)
COUNTY OF PICKENS)
)
STATE OF SOUTH CAROLINA)
)
-vs-)
)
RONNIE CARROL TUCKER)
)
Defendant)
)
Bail Out Bonding)
)
Surety)
)
_____)

IN THE COURT OF GENERAL SESSIONS
THIRTEENTH JUDICIAL CIRCUIT
INDICTMENT # 2014GS3902373, 2374
EPD


ESTREATMENT ORDER

2017-CP-39- 1504

THIS MATTER COMES BEFORE THE COURT on motion of the above-named Surety for a Consent Order of Judgment in the above-captioned matter, by and with the consent of the Thirteenth Circuit Solicitor. It appears that the above name Surety signed a \$ 10,000.00 surety bond on September 4, 2014 filed in the office of Judge Walsh. Subsequently, the following conditions of said surety bond were not complied with by the above-named Defendant; to wit: **Defendant did fail to appear in the Court of General Sessions when duly notified and summoned on February 16, 2016.**

Therefore, judgment in the amount of \$ 2,500⁰⁰ is confirmed against Bail Out Bonding. This judgment shall be paid to the Pickens County Clerk of Court on or before the close of business on December 15, 2017.

IT IS SO ORDERED.



Circuit Court Judge

Pickens, South Carolina
Date 02/15/17

STATE OF SOUTH CAROLINA)

COUNTY OF PICKENS)

COURT OF GENERAL SESSIONS

2014-GS-39-02373

2014-GS-39-02374

STATE OF SOUTH CAROLINA,)

vs.)

RONNIE CARROL TUCKER,)
DEFENDANT.)

TRANSCRIPT OF RECORD

ORIGINAL

December 15, 2017
Pickens, South Carolina

B E F O R E:

THE HONORABLE PERRY H. GRAVELY, JUDGE.

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

BRATTON S. TODD, ESQ.
Assistant Solicitor

KENNETH C. GIBSON, ESQ.
Attorney for Bailout Bonding

HOLLIE M. JENKINS
Circuit Court Reporter

I N D E X

(There were no witnesses called.)

E X H I B I T S

(There were no exhibits introduced.)

P R O C E E D I N G S

1
2 THE COURT: All right. I'll be glad to hear from you.

3 MR. TODD: Thank you, Your Honor.

4 This is the Defendant Ronnie Carroll Tucker,
5 originally, charged with two counts of unlawful conduct
6 towards a child.

7 Bailout Bonding provided a \$10,000 surety bond. The
8 FTA date was February the 16th, 2016, and the bench
9 warrant was issued on February 26th, 2017.

10 THE COURT: All right.

11 MR. GIBSON: Your Honor, as an initial matter, it is
12 the bonding companies contention and our position that the
13 bond is no longer -- at least, his obligation on it is no
14 longer in place.

15 In support of that, Your Honor, I'd point the Court's
16 attention to South Carolina Code Section 17-15-20,
17 specifically, Paragraph B. There is a -- the first
18 sentence in that is, Unless a bench warrant is issued, an
19 appearance recognizance or an appearance bond is
20 discharged upon adjudication, a finding of guilt, a
21 deferred disposition, or as otherwise provided by law.

22 In this particular case, Mr. Tucker, Your Honor, was,
23 initially, referred to the pre-trial intervention program.
24 It is our contention and our belief that that constitutes
25 a deferred disposition in the case. It clearly is a

1 program that is -- that where the Prosecution of the case
2 is deferred, depending upon his success or failure in the
3 program.

4 So, Your Honor -- and, like I said, what we contend
5 is that that is a deferred disposition.

6 Given that --

7 THE COURT: And he went where?

8 MR. GIBSON: Pre-trial intervention, Your Honor.

9 THE COURT: Okay.

10 MR. GIBSON: Given that he was submitted to that
11 program and entered into that program, Your Honor, it is
12 our contention that the bond -- at least, the bonding
13 companies obligation of it ended at that particular time.

14 Subsequent to him being in it for about six months,
15 Your Honor, he did fail out of the program. They -- it is
16 the bonding companies understanding, at least, that he was
17 told that he was bonded into court and he failed to
18 appear.

19 The bondsman in this particular case, Travis Kelly,
20 does not have any recollection of ever receiving any
21 bonding cards on this individual, and thought that the
22 case had ended once he got into pre-trial intervention.
23 And from his perspective, he had no notice that it did
24 not.

25 If the Court is not -- finds that that is not

1 dispositive of this issue, there are a number of factors
2 that the Court must consider when estreating the bond.
3 There is the purpose of the bond -- and these are all laid
4 out in the case -- they're called the Pope factors, Your
5 Honor. The factors that the Court must consider are the
6 purpose of the bond, the willfulness of the default, and
7 the cost to the State from the Defendant's failure to
8 appear.

9 In this particular case, Your Honor, my understanding
10 is that this case was not set for trial. So there is no
11 cost as far as -- as witnesses or anything like that that
12 is to bear.

13 It's, also, my understanding -- or let me say this.
14 I'm not aware of any efforts of law enforcement to find
15 him yet. And my belief is that, in all likelihood, Your
16 Honor, what's going to happen is they're going to put him
17 on NCIC. And once he's found, they'll bring him back.

18 We are, certainly, amenable to paying that particular
19 cost involved in that, or a reasonable assertion of that
20 cost, or estimation of that cost. But, Your Honor, we
21 believe anything other -- beyond that would be excessive.

22 MR. TODD: Your Honor, in response to that. First of
23 all, I would argue that PTI is not a deferred sentence.

24 MR. GIBSON: Disposition.

25 MR. TODD: Disposition.

1 When a defendant is sent to PTI, the case is still
2 pending in our office. The Clerk's Office is not notified
3 as they are with, like, a conditional discharge. If a
4 person fails out of PTI, it comes back to us where we
5 would then bond card them into court as is what happened
6 here.

7 I think this places a dangerous precedent. Because
8 if -- if a bondsman is relieved of their duties once a
9 person is sent to PTI, it places the burden on the State
10 to keep tabs on this person, and to locate this person
11 when they don't show up.

12 I think more than costs can be considered here. I
13 mean, the purpose of the bond is to ensure he appears --
14 he or she appears on their court dates. And I just --
15 it's -- PTI is not deferred. I mean, it's -- it's
16 still --

17 THE COURT: And I agree with that.

18 But I think deferred disposition is when you're --
19 deferred sentencing, and those kind of things. So -- or
20 possibly a conditional discharge.

21 So I'm going to find that that's not -- so let's talk
22 about those other issues that he brought up.

23 MR. TODD: The other issues he brought up, I mean,
24 this Defendant is still at large. It's -- the State -- I
25 mean, the costs that would be incurred -- yes, he wasn't

1 set for trial. But the witnesses in this case as time
2 passes, I mean, memories fade. I mean, the State is at a
3 prejudice all around here.

4 We have a bondsman who does not know where their
5 client is. It's -- we've sent them bond cards when he was
6 returned, kicked out of PTI on October the 1st, 2015,
7 January 25th, 2016, and February 16th, 2017. The
8 bonds [sic] company denies they received these cards. But
9 we've confirmed that we have their correct address. Bond
10 cards were sent on those dates. And the Defendant failed
11 to appear.

12 THE COURT: Anything else, Mr. Gibson?

13 MR. GIBSON: Like I said, Your Honor, we are,
14 certainly, amenable, Your Honor, to paying what the cost
15 would be to, actually, get him here.

16 Now, based upon what I'm hearing from them -- like I
17 said, Your Honor, my experience in these is that,
18 basically, what they do is they put him on the NCIC list.
19 And if he's found, they transport him from whatever
20 local -- locality that they find him.

21 I can't imagine that the cost of that is going to be
22 more than a thousand dollars. This is an individual --

23 THE COURT: They'll have to fly and pick him up, or
24 something.

25 MR. GIBSON: Fly?

1 THE COURT: Yeah. I mean, they have to fly down to
2 Florida to pick those people up.

3 MR. GIBSON: They are not going to put this guy on
4 NCIC to pick him up from Florida, Judge. If they find him
5 in Florida, I cannot imagine that a guy on PTI that
6 they're going to bring him back on that, Judge.

7 THE COURT: All right. I'm going to estreat
8 25 percent of the bond.

9 *****END OF TRANSCRIPT OF RECORD*****
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