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APR 30 2019
SC Court of Appeals

STATE OF SOUTH CAROLINA
COURT OF APPEAL

STATE OF SOUTH CAROLINA
COUNTY OF ORANGEBURG

WILLIE YOUNG

PETITIONER

VS

THE STATE

respondent

CASE NO, 2017 000557

MOTION TO RELIEVE
RETAINED COUNSEL OF RECORD
PURSUANT TO S.C.CODE ANN.
ß RULE 407; 1.2(c), 1.6(a), 1.7(b)
1.18(d)

COME NOW Petitioner WILLIE YOUNG,respectfully before this court by way of the above captioned motion.Moving the court by petition to relieve retained counsel.

This motion is supported by the sworn affidavit of the petitioner,as well as the attached documentary evidence attached hereto and made apart herein;

The above named petitioner retained counsel on record to provide adequate and professional representation on the above captioned case. Petitioner(by way of his common wife)informed counsel that he was not satisfied with briefs contents,that it failed to reference documents that were forwarded to him that were b"relevant"and a direct rebuttal to the lower courts ruling.

Upon retaining counsel it was agreed that a "respectful"consent would be applied to adhere to the above referenced rule(s)of the courts as well as the "attorney - client"priviledge.

Petitioner asserts that retained counsel was more"inviting"and "tolerable"of all documents relevant to this appeal before final payment was made.Petitioner asserts there is a "conflict of interest".Retained counsel representation fell so far below adequacy that the respondent,in it's brief asserted petitioner never objected to the"indictment"(the issue on appeal)before trial.Adequate representation would have inquired about the trial transcript and therefore would have limited this claim by respondent.

Petitioner requested to counsel to amend briefs by referencing documents in the"record of appeal"instead counsel gave countless and baseless scenarios that left petitioner knowing retained counsel didn't/doesn't have my best interest.(r.23,24,25;record on appeal) -also see attachment-

conclusion

For all the above and attached reason(s),petitioner respectfully requests this court to relieve counsel on record.

Respectfully Submitted, Willi Young

Date; 4/26/19

THE LAW OFFICE OF
Christopher W. Adams
A PROFESSIONAL CORPORATION

May 29, 2018

VIA E-mail: freewillieiii@yahoo.com
Willie Young, III
Ridgeland Correctional Inst.
P.O. Box 2039
Ridgeland, SC 29936

RE: Letter of Engagement (Proposed Terms) for Willie Young

Dear Mr. Young,

Thank you very much for your interest in retaining our office to represent you in connection with your case before the South Carolina Court of Appeals. This letter outlines the proposed terms and conditions of our representation of you in this matter. The terms of this engagement are the following:

The Law Office of Christopher W. Adams, P.C. ("the ATTORNEY") agrees to represent Willie Young, III ("the CLIENT") in connection with representation in the Court of Appeals case of State v. Willie Young, Appellate Case No. 2107-000557 ("the APPEAL") in exchange for payment terms discussed below. This letter serves to notify you of the proposed terms of representation. Please note that the terms of this agreement do not go into effect until ATTORNEY'S fees have been received, as outlined below. Representation in the APPEAL includes all research, brief drafting, correspondence with the court and/or opposing counsel, oral argument, motions, and all related litigation that is reasonably foreseeable in the Court of Appeals of South Carolina. This representation does not include collateral or subsequent litigation, petitions for certiorari, PCR's, subsequent remands or evidentiary hearings, or any other litigation or court proceedings that may take place after the Court of Appeals renders its decision. Any post-decision representation will be subject to a new and separate fee agreement.

Fees, Billing. In consideration of this representation, ATTORNEY'S fee will be $10,000. The CLIENT has agreed to compensate the ATTORNEY, by submitting a retainer fee in the amount of $5,000 within 5 business days of today's date, with an additional $5,000 due within 60 days of today's date. ATTORNEY will place CLIENT's

171 CHURCH STREET · SUITE 210 · CHARLESTON, S.C. 29401
Phone: 843.277.0090 · *Fax*: 877.883.9114 · chris@chrisadamslaw.com · www.chrisadamslaw.com

funds into our firm's trust account, and enter an appearance as counsel before the Court of Appeals. ATTORNEY will endeavor to prevent the APPEAL from being dismissed. In the event that the APPEAL is dismissed without ATTORNEY having the opportunity to submit briefs, CLIENT'S retainer fee will be fully refunded. In the event that the APPEAL is not dismissed, ATTORNEY'S fee will be considered fully earned upon the mutual decision of ATTORNEY and CLIENT that moving forward with the APPEAL is the best course of action available at the present moment. If after consideration of the documents and filings relating to the APPEAL, ATTORNEY and CLIENT mutually agree that dismissing the APPEAL (or allowing it to be dismissed) is the best course of action, the fee in this matter shall be fully refunded. Any other litigation that ATTORNEY and CLIENT mutually agree to pursue will be the subject of a separate retainer agreement, as discussed further below.

Outside Legal Counsel. The ATTORNEY is not affiliated with any other law firms. However, from time to time special situations may arise requiring the ATTORNEY to consult with outside counsel about your case. The ATTORNEY in his discretion may consult with the other attorneys so long as the communication does not waive attorney-client privilege.

Additional Expenses. The fees charged herein do not include any litigation costs, investigation costs, transcript costs, or expert fees. Thus far the ATTORNEY has not sought additional fees and none are currently anticipated. However, if additional services are needed, the CLIENT is responsible for these expenses, such as court reporter fees, transcript fees, filing fees, and the like. The ATTORNEY will not incur these expenses without gaining prior approval from the CLIENT. **Please note that appellate cases typically involve substantial printing costs, which will be CLIENT'S responsibility to pay. The funds submitted as described above ("Fees, Billing") DO NOT cover printing/binding costs for appellate briefs and the appellate record.**

Scope of Representation. The ATTORNEY has been hired to represent CLIENT in connection with the above-referenced matter only. This fee does not include representation in connection with other matters, or any other collateral litigation should that become necessary; or any other trial, retrial after mistrial or successful appeal, resentencing, or post-trial litigation. Work for any other proceeding or matter shall be subject of a new and separate agreement.

Termination of Representation Prior to Completion of Case. CLIENT may discharge the ATTORNEY at any time and for any reason. If you dismiss the ATTORNEY before completion of the agreed upon representation, earned fees are not refundable at that time – any funds remaining in firm trust account, however, will promptly be returned to the CLIENT. Furthermore, the ATTORNEY reserves the right to withdraw from representing you at any time in the event you do not make the payments required in this agreement, your checks/drafts are not honored, the government seizes the CLIENT's funds, you fail to disclose or misrepresent material facts, the Rules of Professional Conduct requires or permits the ATTORNEY to withdraw, or for any other reason appropriate under the circumstances. In the event withdrawal becomes necessary,

you agree to consent to the ATTORNEY's withdrawal, as well as consent to pay all of the ATTORNEY's fees and costs associated with seeking permission to withdraw. The use of this agreement is evidence of your consent.

No Guarantees. No guarantees about the outcome of any part of the case have been made. Moreover, all expressions that are made or have been made are professional opinions based on the ATTORNEY's knowledge and experience.

Party Represented. Should another Person/Entity undertake responsibility of paying the ATTORNEY's fee, the ATTORNEY, pursuant to his duties of loyalty and confidentiality, will only represent and deal directly with the CLIENT concerning the representation. Moreover, only the ATTORNEY and CLIENT control the scope of the representation and that a separate Person/Entity responsible for paying the fee on behalf of the CLIENT has no right to information or control of the representation by virtue of their responsibility to pay the ATTORNEY's fee. The ATTORNEY's duty of loyalty and duty of confidentiality flow solely to the CLIENT.

Cooperation And Communication. The parties agree that cooperation is important to achieving the best possible outcome in this matter. Therefore, all parties must inform each other as to any notices received, change of address, change of telephone numbers, and other significant circumstances. Full disclosure of all facts is essential to enable the attorney to properly represent you. CLIENT agrees that no other attorney is representing him/her in this matter. In addition, CLIENT has disclosed the names of any other attorneys/law firms CLIENT may have hired or fired previously in this matter. CLIENT may reach the ATTORNEY by letter, email, or telephone. Because communication is valued by this law office and increases the quality of representation, and since ATTORNEY's practice results in a considerable amount of out-of-state travel, you are encouraged to call him (or have friends or family call) on his private mobile phone number, 843-817-2166, whenever there is a time-sensitive matter.

File Retention Policy. ATTORNEY will maintain the case file for six (6) years from completion of the case. The file will be destroyed after six (6) years in a manner that protects the CLIENT's privacy. If the CLIENT would like a copy of the file, the client must make this request within six (6) years from the date of completion of the case.

If these terms are agreeable to you, please tender the initial retainer fee in the amount of $5000 at your earliest convenience. I thank you for placing your trust in us. Our law firm has been built on referrals from other attorneys and from clients. I look forward to fighting for justice for you and earning your recommendations in the future.

Sincerely,

Christopher R. Geel

Re: AMENDMENT TO APPELLATE BRIEF RESPONSE

From: Chawnika (chawnika_simon@yahoo.com)

To: chris@geellawfirm.com

Date: Monday, January 14, 2019, 2:08 PM EST

Okay, Chris. Know that we are disappointed that this is your stance, because we thought you were different...

Of course, we must continue...

Sent from Yahoo Mail on Android

On Mon, Jan 14, 2019 at 1:46 PM, Christopher Geel <chris@geellawfirm.com> wrote:

> Review Strickland v. Washington for an answer to that question, in the attorney/client context.
>
> Sent from my iPhone
>
> On Jan 14, 2019, at 1:06 PM, Chawnika <chawnika_simon@yahoo.com> wrote:
>
> > Leveraging the scenario of the doctor relationship, what happens if a doctor disregards certain modalities, especially if expressed by the patient, that results in death?
> >
> > Sent from Yahoo Mail on Android
> >
> > On Mon, Jan 14, 2019 at 11:33 AM, Christopher Geel <chris@geellawfirm.com> wrote:
> >
> > > Chawn:
> > > I'm writing to follow up in more detail regarding your question about what "concessions" I am willing to make if this appeal fails because of my choice to emphasize certain facts/arguments over others. The simple answer to the question is that I will not make any concessions if that happens. My role in this case as the attorney is to use my judgment and mount the best possible arguments, given the record and the facts before me. I do not and cannot guarantee outcomes, the only guarantee I can give to a client is that I will exercise my judgment and put up what is, in MY opinion, the best possible argument in your husband's favor. When you retain a lawyer, you are not entitled to extract guarantees regarding outcomes or concessions in the event of an adverse outcome. That's simply not how the attorney-client relationship works.
> > >
> > > I think it would be worthwhile for me to go into a bit more detail about this, since our recent discussions indicate some level of misunderstanding about how our relationship works. Many people (not necessarily you and/or your husband, I am speaking generally here) think that when they hire a lawyer, it is akin to hiring a contractor to remodel their kitchen. In other words, the contractor is hired to remodel the kitchen, and he is compelled to do everything precisely the way that the client demands. The client dictates the layout, the materials, the design, the look of the features, everything. The contractor's job is to simply implement the design as closely as possible to what the client wants. If the client wants something ugly, impractical, unwise, etc, so be it. The contractor is not empowered to make choices without consulting the client, and he is certainly not empowered to override the client's requests or suggestions, or to prioritize his judgment over theirs. People who hire an attorney with this view of the relationship feel as though they are entitled to control the substance of the

lawyer's arguments, and that they have co-equal roles in the representation. They further believe that an attorney can be compelled by the client to take positions or make arguments that are contrary to the attorney's best judgment.

In fact, an attorney-client relationship is VERY different from this. It is more like a doctor-patient relationship. A patient comes in with a problem, which they describe to the doctor; and the doctor explores the issue and uses his experience and training and judgment to diagnose the problem, and design a course of treatment. The doctor is NOT compelled to administer treatments simply because the patient demands it. He may listen to the patient's suggestions, and he may consider implementing their suggestions into the course of treatment if he feels that it is wise, but he is under no duty whatsoever to implement treatments that he feels are not in the best interests of the patient. In fact, he has an affirmative duty to act in the patient's best interests, even if this contradicts and overrides the patient's preferences (imagine, for example, a person with a cut on their finger who demands high-grade painkillers as treatment... or a person with lung cancer who wants to be treated with asthma medication...). If a patient does not believe the doctor has good judgment, or is not acting in the patient's best interests, he is authorized to fire the doctor and hire another one. However, the new doctor will be constrained by the exact same ethical requirements as the first, so it is simply not the case that a patient can expect to find a doctor who is willing to forego his/her own professional judgment in favor of the patient's.

A lawyer's ethical duty is nearly identical to that of a doctor/patient relationship. I am required to advocate for my client in a way that is in my client's best interests, even if that squarely contradicts my client's requests, or even his demands. In the past I had a client with obvious mental health issues who demanded I take his case to trial, before I had time to have him interviewed by a psychiatrist. I had another client stand up in the middle of trial (in front of the judge and jury) and demand that I be fired because I refused to argue the case the way he wanted me to – (the Judge refused his request, and the client was acquitted of all charges at the end of the trial, as it happens). I have had a client demand that I argue an alibi defense at trial despite indisputable evidence placing him at the scene. I have had a client threaten to report me to the state bar if I didn't include a number of totally frivolous issues in his appeal. In each of these circumstances, there isn't even a shred of ambiguity about what my ethical duty is... I MUST do what I think is best for the client, even if it directly contradicts what they want me to do, and even if it puts enormous strain on our personal relationship. Even if it makes the client distrust me, dislike me, or want to fire me, I have to work the case according to my own best judgment. Dealing with the fallout from these kinds of choices is part of the job, the courts have zero sympathy or patience for an attorney ignoring this responsibility in order to appease his clients.

Simply put, a person retains a lawyer because they want and need someone with experience, knowledge, and judgment in these areas, not because those qualities guarantee any particular outcome, but because they maximize the chances of achieving good results. Much like the doctor who swears an oath to do no harm to his patients, an attorney swears an oath to advocate for his client's interests in the most effective (and ethical) way he can. The fastest way for an attorney to violate that oath would be to substitute the client's judgment for his own --- to simply act as a mouthpiece for the client's arguments. To be clear, I am explicitly **prohibited** from doing that (look back at the language from the case I described in my prior email: "counsel has an **obligation** to review those arguments for possible relevance and merit before submitting them. In other words, counsel **cannot serve as a mere conduit** for pro se documents in an effort to avoid the prohibition against hybrid representation and the displeasure of his client.")

So, while I certainly understand that it can be frustrating to make suggestions that aren't incorporated into the final product, there is no other way I can litigate this case. I can't make arguments that I don't feel are supported by the record. I can't allege facts outside of the record or claim that I could prove certain things if given the chance. I can't disregard procedural rules about modifying the briefs or adding items to the record. I can't accuse a judge of misconduct unless it is clearly demonstrated (in MY opinion) by the record. My

choice not to do these things is not ego-driven, and it is not a reflection of my opinion regarding you or your husband. It is simply an instinct and understanding for what facts and arguments are compelling to appellate courts, and which are not. This is developed over years of practice, and writing hundreds of briefs on hundreds of legal issues. My training and experience have taught me that making these kinds of arguments hurts the client, it does not help him. When you retain me, you are purchasing my time/attention/judgment. You are not purchasing a mouthpiece for your own arguments. I don't enjoy when my ethical commitments cause strife between me and my clients, but unfortunately that is occasionally what I must deal with, because the alternative (i.e. de-prioritizing my ethical requirements) is not an option.

All that said, reasonable people can disagree on many things, and if you and your husband feel that my judgment is so off-track that it will cost us the case, I will remind you that I won't take it personally if you ask me to step aside. You've already indicated that you want to proceed as planned, so I will assume that this remains your choice. But in light of my response here, if you'd like to revisit the issue please feel free to do so. I will continue with printing/filing as planned unless I hear otherwise from you. Please let me know if you have any questions about these issues.

Thanks,
Chris

Christopher R. Geel
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Charleston, SC 29401
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843-800-8070 (Fax)
www.GeelLawFirm.com

From: Chawnika <chawnika_simon@yahoo.com>
Sent: Friday, January 11, 2019 2:50 PM
To: Christopher Geel <chris@geellawfirm.com>
Subject: Re: AMENDMENT TO APPELLATE BRIEF RESPONSE

My husband would like to move forward with filing the existing brief. Because of the ongoing lock-down situation at Ridgeland, there may be issues with access to the law library.

Let me extend my sincere apologize if you took my/our concerns, but I hope you understand our position. You've done a good job for us (for the most part). However, we feel that more could have been done (ie. unrelated to the insufficient record). Although we are maintaining a positive attitude, it would be ashamed to lose this appeal due to disregard of our suggestions. Again, I will ask that, should we lose solely based your omission of one of those factors, what concessions will be made on your part? Hopefully, you agree that this is a fair question.

Thank you,

Chawn Simon
Only moving forward, never stagnating.....

On Thursday, January 10, 2019, 5:13:44 PM EST, Christopher Geel <chris@geellawfirm.com> wrote:

Yes, the rules prohibit me from making alterations to the brief at this stage, so I simply can't do it. Out of an abundance of caution, I reached out to the deputy Appellate Defender in Columbia to ask her opinion on this question, and she confirmed that my reading of the rules is correct – modifications are not permitted once the initial brief is filed.

Just think it over and discuss it with your husband and let me know what you want me to do. Of course it saddens me to learn that you have lost faith in my professional judgment, but there is really nothing to be gained by trying to hash out these grievances or extract concessions at this point. We are 99% of the way finished with this undertaking. There is simply nothing I can do now to address your concerns about the contents of the briefs, so you must decide whether you want me to file them as-is or not.

Christopher R. Geel

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From: Chawnika <chawnika_simon@yahoo.com>
Sent: Thursday, January 10, 2019 2:49 PM
To: Christopher Geel <chris@geellawfirm.com>
Subject: Re: AMENDMENT TO APPELLATE BRIEF RESPONSE

Just to be clear, you are completely unwilling to make any amendments to your response? In the event that we lose based on the suggestions for inclusions we have vehemently requested of you, what type of concession will be made on your part?

Chawn Simon

Only moving forward, never stagnating.....

On Thursday, January 10, 2019, 2:06:06 PM EST, Christopher Geel <chris@geellawfirm.com> wrote:

Chawn:

The law and Court of Appeals rules specifically prohibit what you're describing. I regretfully have to decline to submit *pro se* documents on your husband's behalf, whether or not I can indicate my approval or disapproval of the documents to the court. What you're describing is what is known as "hybrid representation," in other words, a situation where there is an attorney on the case, and yet the client directly (or through counsel) submits documents or pleadings to the court as well. This is specifically disallowed. When an attorney is entered on the case, he/she is the only person who can draft + submit pleadings to the court. This exact issue was already addressed by the Supreme Court:

"Petitioner filed a motion asking the Court to allow him to file a pro se amended petition for a writ of certiorari despite the fact that he is represented by counsel. See Foster v. State, 298 S.C. 306, 379 S.E.2d 907 (1989). However, while the motion was pending, **counsel for petitioner submitted the amended petition for a writ of certiorari on petitioner's behalf along with a letter stating he does not believe any of the issues in the amended petition are relevant but that he was submitting the amended petition at petitioner's request.** There is no constitutional right to hybrid representation either at trial or on appeal. Foster v. State, supra. At the appellate stage, particularly, succinct, relevant legal arguments are most likely to be persuasive. Counsel is best able to use professional judgment to determine which arguments are relevant and should be presented for appellate review. While counsel may choose to submit arguments urged by his client, **counsel has an obligation to review those arguments for possible relevance and merit before submitting them. In other words, counsel cannot serve as a mere conduit for pro se documents in an effort to avoid the prohibition against hybrid representation and the displeasure of his client. .** . Therefore, while we have considered the pro se amended petition for a writ of certiorari forwarded to the Court in the case at hand, **in the future we will not accept pro se filings simply forwarded through counsel.** Counsel shall instead use professional judgment in reviewing the documents and shall submit the client's arguments only if relevant and only after they have been edited by counsel for review by the Court." Jones v. State, 348 S.C. 13 (2002).

All that said, I cannot stop you or your husband from submitting documents to the Court directly, I just want you to be aware that the Court will ignore those documents as long as there is an attorney of record on the case – that is how Counsel works, only the attorney speaks on behalf of the client, and the attorney exercises complete control over what arguments are made, and how the arguments are made. So, we are left with the following two choices:

(1) I file the briefs as drafted, and you can elect to independently submit whatever you choose to the Court directly (bearing in mind the case I discussed above).

OR

(2) I withdraw from the case and your husband will assume complete control over the pleadings, as a pro-se litigant. He can submit any documents or pleadings he chooses to, and the court will consider them substantively (which they will not if I'm still on the case, as discussed above).

If you would like to go with the first option, please bear in mind that we need to move on this in the very near future. I need to arrange printing/compiling/mailing of the briefs and the record by Monday at latest, and I'll need you to submit a deposit for the printing/shipping costs, if we are going down that road.

If you would like to go with the second option, I do not believe that we are under as much time pressure. I anticipate that if I submit a request to withdraw, the court will grant your husband an extension of time to modify/complete the briefs as he sees fit (of course, I cannot guarantee this – it is just my best guess). It is possible that the court will dismiss the appeal completely if the record & final briefs are not submitted on time, whether or not I'm still involved with the case.

Please let me know how you would like to proceed as soon as you can.

Thanks,

Chris

Christopher R. Geel

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171 Church St., Suite 330

Charleston, SC 29401

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www.GeelLawFirm.com

From: Chawnika <chawnika_simon@yahoo.com>
Sent: Thursday, January 10, 2019 1:21 PM
To: Christopher Geel <chris@geellawfirm.com>
Subject: AMENDMENT TO APPELLATE BRIEF RESPONSE

Hi Chris,

This correspondence is in follow-up to our discussion regarding our request for an amendment to your response to the Attorney General Office's response to your original brief. As I expressed with you during our phone conversation, my husband and I have significant concerns about the level of disregard for our suggestions on approaches to my husband's appeal before, during and after the submission of the preliminary brief and response. While your stance on some of the matters may be support by law or precedence, we have cases that support our position. As you know, my husband, an innocent man, is in a very sensitive position right now due to the actions of past attorneys on matters presented during PCRs or appeals that should have resulted in his freedom. So, regardless of your opinions about his or my level of intelligence, please bare in mind that no attorney in the State has been able accomplish what my husband has in this case.

Once again, we have a difference of opinion about the approach regarding the response to the AG's response to your appellate brief but absolutely cannot afford a loss at my husband's potentially last chance at freedom. Hopefully, you can respect that. This said, we are also are in a precarious situation, because we have also invested the last of my savings (leaving me in a bind) on your services on to be left with a feeling that there are significant gaps. There absolutely should been a more direct response to certain excerpts from his response, in spite of our adamant request for inclusions in your response (ex: clarifying that we have evidence that can prove that 1/28 was not an authorized term of court, would not waste the court's time and are requesting a remand to have the evidence added (re: due to my husband's lack of legal representation to reserve the record/evidence at the Rule 29(b) hearing or have the AG's assertion that it was stricken from the record).

Anyway, here's our suggestion for moving forward. We would like to move forward with submitting the final brief but with an appendage from the "appellate" and a note stating that you are submitting the document on behalf of your client but not support doing so. This will allow you to save "face". Questions, do the rules for amending briefs apply to the final brief and preliminary brief? Do the rules even specify either? Anyway, please allow us a few days to get that to you.

Please forgive any typos as I am extremely busy today but wanted to get this to you. I will wait for your response.

Thanks,

Chawn Simon

Only moving forward, never stagnating.....

PROOF OF SERVICE

I, Willie Young, the Appellant certify that I have served the motion in opposition to dismiss appeal on respondent by depositing two copies of the same in the U.S. Mail, addressed:

~~S.C. Attorney General's Office~~ W/
S.C. Court of APPEALS

~~P.O. Box 1154~~9
P.O. Box 11629

Cola, S.C. 29211

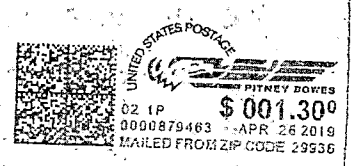
Respectfully Submitted

By: Willie young

P.O. Box 2039

Ridgeland, S.C. 29936

William Young 285487
R.C.I. C-B-42
P.O. box 2039
Ridgeland S.C.
29936



RECEIVED
APR 30 2019
SC Court of Appeals

RIDGELAND CORRECTIONAL INSTITUTION
APR 26 2019
Mailroom

S.C. Court of Appeals
P.O. box 11629
Col A, S.C. 29211