

Brooks Kenyatta Easterling, Appellant

v.

The State, Respondent

Appellate Case No. 2019-001550

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MAR 27 2020

SC Court of Appeals

The Honorable Courtney Clyburn Pope
Richland County

Trial Court Case NO. 2016-GS40, 07073, 07125, 07158, 07153
07075, 07077, 07085, 07087, 07089, 07091, 07094, 07105, 07110
07113, 07115, 07117, 07119, 07121, 07123, 07129, 07132, 07135,
07136, 07139, 07141, 07145, 07149.

Statement of issues - Explanation under Rule 203(d)(1)(B)(iv)

States recommendation of the maximum sentence was breach of plea agreement with defendant, which includes state promise to not take a position concerning sentencing, (i.e. make a recommendation within the 15-25 year range), but to allow Judge to decide sentence without the States recommendations.

Constitutional Requirements: The Constitution insists that defendant enter a guilty plea that is "voluntary" and that defendant must make related waivers "knowingly and intelligently", and with sufficient awareness of the relevant circumstances and likely consequences. U.S. V Ruiz 122 S.Ct. 2450, 153 C.Ed. 2d 586 (U.S. 2002) FRCP Rule 11

A guilty plea is constitutionally infirm if it is not entered freely and voluntarily, if the Boykin colloquy is inadequate or when a defendant is induced to enter the plea by a plea bargain or what he justifiably believes was a plea bargain, and that bargain is not kept.

State v Howard 9150 3d 564 (La.Ct. App. 5th cir. 2012).

FRCP Rule 11

A defendant's plea is not "voluntary" if the defendant is misled or is induced to plead guilty, by fraud or mistake, by misapprehension, fear, persuasion, or the holding out of hopes which prove to be false or ill founded.

Steger v. State 467 S.W. 3d 887 (Mo. Ct. App. E.D. 2015)

There is an affirmative duty on the part of the prosecutor to honor any and all promises made in exchange for a defendant's plea.

Com. v. Anderson, 2010 PA Super 64995 A. 2d 1184 (2010)

Contract Law Analysis: A Court must resort to Contract Law in interpreting a plea agreement or in determining whether a Breach occurred, since plea agreements are deemed contracts, the determination focuses on whether the government's conduct was consistent with the parties' reasonable understanding of the agreement.


Henry v. Government of Virgin Islands, 340 F. Supp. 2d 583 (D.V.I. 2004)

Conclusion

Appellant was informed by counsel that prosecution would not make a recommendation between capped negotiated plea bargain of 15-25 years. Had Appellant known that the state would make such a recommendation or any recommendation at all, he would not have agreed to plea bargain. It is clear that Appellant had "reasonable understanding" that as a part of the negotiated plea agreement the state would not make any recommendation at plea hearing. Counsel was asked by Appellant if prosecution would take a position concerning recommendation of time within the 15-25 year range, and was told that the state said that he would not take a position. However in the hearing the prosecutor asked for the maximum sentence of 25 years thus violating the negotiated contract between Brooks Kenyatta Easterling and the state, and resulting in a Breached plea agreement.

Dear sir/madam,

I request that once filed, copies of this statement is mailed to me. Thank you


Brooks K. Easterling

South Carolina Court of Appeals
1220 Senate Street
Columbia S.C. 29201

March 23, 2020

Re: The State v. Brooks Konyatta Easterling
Appellate Case No. 2019-001550

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SC Court of Appeals

Dear Sir or Madam:

Enclosed, please find a copy of my explanation under Rule 203(d)(1)(B)(iv). This case arises from a guilty plea and appellant wishes to raise an issue before the court for consideration. Please be aware that appellant has requested for a transcript of plea hearing which has been paid for but court reporter has not made it available to him. The time for her to send the transcript to me has expired and we are in the process of trying to either obtain the transcript or a refund. Appellate is not exactly sure of how to go about doing this and any assistance from the court would be helpful. Appellate has proceeded without it but is aware that it is needed to prove his case. Please consider this when making your decision. Respectfully submitted.

Sincerely,

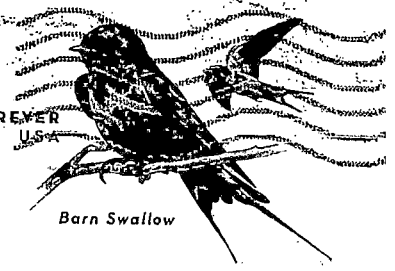


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