

South Carolina Court of Appeals
1220 senate St.
Columbia S.C. 29201

April 15, 2020
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APR 23 2020

SC Court of Appeals

Dear Madam/Sir,

I was recently notified that my case has been dismissed because i "failed to provide a sufficient explanation as required by rule 203(d)(1)(B)(iv) of the SCACR". I would like to inform you that i did send my explanation to the Appellant Court approx. 3 weeks ago. I sent the letter to the Senate St. address that was supplied in the letter from the Court to my lawyer for me. I ask that my case be reopened and my explanation be considered by the Courts. Respectfully Submitted

Brooks K. Easterling
Brooks K. Easterling #300418

300418
Brooks Kenyatta Easterling, Appellant

v.

The State, Respondent

Appellate case No. 2019-001550

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SC Court of Appeals

The Honorable Courtney Clyburn Pope
Richland County

Trial court case Nos: 2016-6540-07073, 07125, 07158, 07153,
07075, 07077, 07085, 07087, 07089, 07091, 07094, 070105, 07110,
07113, 07115, 07117, 07119, 07121, 07123, 07129, 07132, 07135, 07136,
07139, 07141, 07145, 07149

Statement of Issues

States recommendation of the maximum sentence of 25 years was breach of plea agreement with defendant, which includes states promise to not take a position (make a recommendation within 15-25 yr. Range) concerning sentencing, but to allow judge to decide without prosecutors recommendation.

Constitutional Requirements

The constitution insists that defendant enter a guilty plea that is "voluntary" and that defendant must make related waivers knowingly, 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)

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)

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)

standards

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 987 (Mo. Ct. App. Ed. 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 64 995 A.2d 1184 (2010)

Conclusion

Appellant was informed by counsel that prosecution would not make a recommendation as per negotiated plea agreement.

Appellant was informed by counsel that prosecution would not take a position or make a recommendation of time between 15-25 yr. Range.

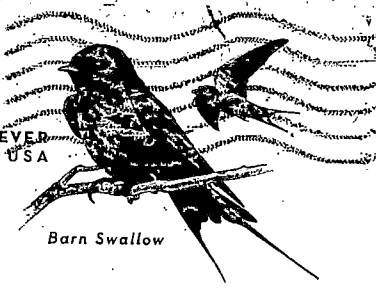
However, in the hearing (plea proceeding) the prosecutor asked for the maximum sentence thus violating the requirements of the plea bargain. Had appellant known that prosecution would make a recommendation he would not have agreed to the plea bargain.

Appellant "Reasonably understood" that prosecution would not make a recommendation as per negotiated plea agreement which was breached. Respectfully submitted.

STROOKS K. Easterling #300418
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