

STATE OF SOUTH CAROLINA
COURT OF APPEALS
APPEAL FROM CHEROKEE COUNTY
COURT OF GENERAL SESSIONS

RECEIVED

Dec 18 2020

SC Court of Appeals

The Honorable J. Derham Cole, Circuit Court Judge

Indictments Nos 2019-GS-11-01402, 2019-GS-11-01403 and 2019-GS-11-01404

Appellate Case No. 2020-000771

The State of South Carolina Respondent,

v.

Cornelius Sentell Mayberry, Defendant and John Steen d/b/a John Steen Bail Bonding
and Palmetto Surety Corp., as Surety Appellants.

RECORD ON APPEAL

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ATTORNEYS FOR RESPONDENT

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BAIL PROCEEDING
FORM IISTATE OF SOUTH CAROLINA
COUNTY OF Cherokee

IN THE General Sessions

STATE OF SOUTH CAROLINA

ORDER SPECIFYING METHODS AND CONDITIONS OF RELEASE

Mayberry, Cornelius Sentell

NAME OF DEFENDANT

Offense Charged: Drugs / Trafficking in Heroin, morph., etc., 14 g or more, but less than 28 g - (2018A1110100427); Drugs / Trafficking in
meth. or cocaine base - 400 g or more (Felony, 25Y to 30Y) - (2018A1110100428); Children / Legal custodian, unlawful
neglect of child or helpless person - (2018A1110100429)

At a bail proceeding conducted by the undersigned judge, for the defendant named above, it was determined by the court (check one or both):

- ☐ The release of the defendant on recognizance will not reasonably assure his appearance as required.
☐ The release of the defendant on recognizance will result in an unreasonable danger to the community.

This determination was based upon the following findings of fact: _____

Nature of Circumstances of Offense; Must Notify Court Immediately of Change of Address _____

(Considerations: Nature and Circumstances of the offense charged, the defendant's family ties, employment, financial resources, character and mental condition, the length of his residence in the community, his record of convictions, and any record of flight to avoid prosecution or failure to appear at other court proceedings.)

THEREFORE, IT IS HEREBY ORDERED:

1. That the above named defendant be released from custody on the condition that he will personally appear before the designated court at the place, date and time required to answer the charge made against him and do what shall be ordered by the court and not depart the State without the permission of the court and be of good behavior.

2. That the above named defendant be released from custody provided as follows (check all that apply):

CASH IN LIEU OF BOND

☐ The defendant, acknowledges himself to be indebted to the State of South Carolina in the sum of \$ _____ to secure his release from custody. Should the defendant fail to comply with all terms and conditions of this Order, this sum of money is subject to being forfeited to the State.

CASH PERCENTAGE IN LIEU OF BOND

☐ The defendant, acknowledging himself to be indebted to the State of South Carolina in the full amount of \$ _____, his release to be obtained by payment to the court of _____ % (not to exceed 10%) of the full amount of the bond, deposits \$ _____ to secure his release from custody. Should the defendant fail to perform the conditions of this Order, the full amount shall be levied on his real and personal property for the use of the state.

APPEARANCE RECOGNIZANCE WITH SURETY

☒ The defendant will provide good and sufficient surety approved by the court, in the form hereinafter set forth in this Order, acknowledging an indebtedness to the State in the amount of \$ 465,000.00.

3. That the defendant shall appear at (check one):

☒ the term of COURT OF GENERAL SESSIONS beginning on July 26, 2018 at 9:00 o'clock, AM,
at General Sessions - 125 E. Floyd Baker Blvd/Gaffney, SC 29342 / (864) 487-2571

and remain there throughout that term of court. If no disposition is made during that term, the defendant shall appear and remain throughout each succeeding term of court until final disposition is made of his case, unless otherwise ordered by the court.

☐ the session of ☐ MAGISTRATE COURT ☐ MUNICIPAL COURT beginning on _____ at _____ o'clock, _____at _____
If no final disposition is made during that session, the defendant shall appear at such other times and places as ordered by the court.Bond Amount(s): \$465,000.00 (SB)

INITIALS OF DEFENDANT

BCM

4. That the defendant will notify the court promptly if he changes his address from the one contained in this order and he will comply with those conditions described hereinafter in the Order.

SIGNATURE OF JUDGE

DATE
05/18/2018

ORIGINAL AND ONE COPY OF THIS FORM ARE TO BE COMPLETED IN EVERY BAIL PROCEEDING IN WHICH IT IS USED

SCCA/511A (Revised 3/2012)

Original Copy For The Trial Court - Copy For The Defendant

ACKNOWLEDGEMENT BY DEFENDANT

I understand that if I violate any condition of this Order, a warrant for my arrest will be issued.

I understand and have been informed that I have a right and obligation to be present at trial and should I fail to attend the court, the trial will proceed in my absence.

It has been explained to me that if I fail to appear before the court as required, a warrant for my arrest will be issued.

112 Greenbriar Drive

ADDRESS

Gaffney, SC 29341

CITY/STATE/ZIP

864 489 0805

TELEPHONE

SIGNATURE OF DEFENDANT

DATE

05/16/2018

SOCIAL SECURITY NUMBER

DRIVER'S LICENSE OR ID NUMBER

ATTORNEY REPRESENTING ACCUSED (IF KNOWN)

SPECIAL CONDITIONS OF RELEASE

- a. ☐ Placement in custody. The defendant is placed in the custody of:

NAME OF PERSON OR ORGANIZATION

ADDRESS

CITY/STATE

ZIP

TELEPHONE

who agrees (1) to supervise the defendant as set forth by the court, (2) to use every effort to assure the appearance of the defendant at all scheduled hearings before the court, and (3) to notify the court immediately in the event the defendant violates any conditions of his release or disappears.

SIGNATURE OF CUSTODIAN (IF APPROVED)

DATE

- b. ☐ Restrictions on Travel, Association or Residence. The defendant will comply with each of the following conditions:

- c. ☐ Part-time Release. The defendant will be released from custody from _____ o'clock, _____ AM/PM to _____ o'clock, _____ AM/PM

on _____ on condition that he return to the custody of _____

DATE(S)

NAME OF PERSON OR ORGANIZATION

at _____ as designated.

LOCATION

- d. ☐ Other conditions. The defendant will comply with the following other conditions of release:

APPEARANCE RECOGNIZANCE WITH SURETY

On the 16th day of May, 2018, personally appeared before the undersigned Judge the surety named below who acknowledged himself indebted to the State of South Carolina, in the sum of \$ 465,000.00, such sum to be levied on his real and personal property for the use of the State, should named defendant fail in performing the conditions of this Order.

The surety, being duly sworn, says that he is a resident and free holder within the State and is worth the sum acknowledged and underwritten herein, over all his debts and liabilities, and exclusive of property exempt from execution.

John Steen Ball Bonding/John/Palmetto

(864) 491-8548

NAME OF SURETY BONDSMAN COMPANY

TELEPHONE

819 9Th Street

ADDRESS OF SURETY BONDSMAN

Gaffney, SC 29341

CITY/STATE/ZIP

Palmetto Surety Corp

NAME OF INSURANCE COMPANY

109 River Landing Drive Suite 200

ADDRESS OF INSURANCE COMPANY

Charleston, SC 29492

CITY/STATE/ZIP

SIGNATURE OF SURETY BONDSMAN

SIGNATURE OF JUDGE

DATE

05/16/2018

2018 MAY 18 AM 11:27

BRANIFF 11661

THE FACE OF THIS DOCUMENT HAS A COLORED SECURITY BACKGROUND AND MICROPRINTING.

POWER OF ATTORNEY

POWER AMOUNT \$500,000.00

PALMETTO SURETY CORPORATION

PSC 500 03124

120 Seven Farms Drive, Suite 170, Charleston, SC 29492

KNOW ALL MEN BY THESE PRESENTS, that PALMETTO SURETY CORPORATION, a corporation duly authorized and existing under the laws of the State of South Carolina, does hereby certify and appoint the below named agent as true and lawful Attorney-in-Fact for it and in its name, place and stead to execute, and deliver for and on its behalf, as surety, a bail bond only.

Authority of such Attorney-in-Fact is limited to appearance bonds. No authority is provided herein, for the execution of surety registration bonds, or to guarantee any payments, fines, wages, loss claims, or other payments of any kind on behalf of below named defendant. The named agent is authorized only to execute the bond consistent with the terms of this power of attorney. The agent is not authorized to act as agent for receipt of service of process in any criminal or civil action. This power is void if altered or added, or used in any combination with other powers of attorney of this company or any other company, to obtain the release of the defendant named below or to satisfy any bond requirement in excess of the stated face amount of this power. This power can only be used once. The execution of the company shall not exceed the sum of \$500,000.00.

Five Hundred Thousand (\$500,000.00) DOLLARS

and provided this Power of Attorney is filed with the bond and retained as a part of the court records. The said Attorney-in-Fact is hereby authorized to treat in this Power of Attorney the name of the person on whose behalf this bond was given.

IN WITNESS WHEREOF, PALMETTO SURETY CORPORATION has caused these presents to be signed by its duly authorized officer, proper for the purpose and has caused them to be attested and dated this 12th day of May, 2018.

Bond Amount \$465,000.00 Appearance Date

Defendant CORNELIUS, SEITEL, MAYBERRY

Court GENERAL SESSION

Case # 2018 A110100427-2018 A1110100428

Case # 2018 A110100429

County CHEROKEE CITY, GAINES, S.C. Zip

Offense

Offense

Executing Agent JOHN W. STEEN

Expires SEP 30 2018



PALMETTO SURETY CORPORATION

Chief Executive Officer



IN THE DISTRICT COURT OF THE UNITED STATES
FOR THE DISTRICT OF SOUTH CAROLINA
SPARTANBURG DIVISION

UNITED STATES OF AMERICA

vs.

CORNELIUS MAYBERRY,
a/k/a "Red"

)
)
)
)
)

CRIMINAL NO: 7:18-767

ORDER FOR
BENCH WARRANT

The Clerk of Court is hereby directed to issue a warrant for the above-named defendant, CORNELIUS MAYBERRY, a/k/a "Red", who is presently incarcerated at the Cherokee County Detention Center as requested by the United States Attorney. Amount and conditions of bond to be set by the judicial officer before whom the defendant initially appears.

s/Kevin F. McDonald

UNITED STATES MAGISTRATE JUDGE

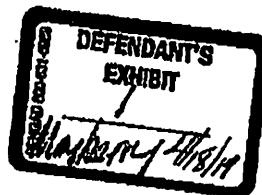
Greenville, South Carolina
August 14, 2018

SHERRI A. LYDON
UNITED STATES ATTORNEY

Jennifer E. Wells

By:

Jennifer E. Wells (#12520)
Special Assistant United States Attorney
55 Beattie Place, Suite 700
Greenville, SC 29601
Telephone: (864) 282-2100
Email Address:
jennifer.wells2@usdoj.gov



STATE OF SOUTH CAROLINA)
COUNTY OF CHEROKEE)

In the Court of General Sessions
Seventh Judicial Circuit

The State of South Carolina,)
Petitioner,)

**ORDER AND RULE TO SHOW CAUSE
FOR ESTREATMENT OF BOND**

vs.)

Indictment: 2018GS1101402-04
Warrant(s): 2018A1110100427-428

Cornellus Sentell Mayberry)
as Defendant)
& John Steen dba John Steen)
Bail Bonding & Palmetto Surety)
as Sureties)
Respondents.)

2019 FEB 19 PM 4:14
BRANDY W. MOORE

TO: *John Steen* *Palmetto Surety*
dba John Steen Bail Bonding *109 River Landing Suite 200*
819 9th Street *Charleston SC 29492*
Gaffney SC 29341

Upon having read the attached Petition of the State, it appears that **John Steen**, the Respondent in the matter of the State vs. Cornellus Sentell Mayberry, has not complied with the terms and conditions of the bond entered on the records of the Clerk of Court for Cherokee County on May 15, 2018, for the sum of \$465,000.00, the surety being **John Steen**.

THEREFORE, IT IS ORDERED that the recognizance signed by the Respondent is forfeited by the Respondent's noncompliance, and judgment is entered against the Respondent in the sum of \$465,000.00.

IT IS FURTHER ORDERED that the Respondent, **John Steen**, as Surety, shall appear before the Court of General Sessions for Cherokee County, the Honorable **J. Derham Cole** presiding, on **MONDAY, MARCH 11, 2019, AT 2:30 P.M.** to then and there show cause, if any can be shown, why the said conditional judgment should not be confirmed against the Respondent in the amount of \$465,000.00.

AND IT IS SO ORDERED.

2/15, 2019
Spartanburg, South Carolina


J. DERHAM COLE,
CIRCUIT COURT JUDGE

20CP-110326

STATE OF SOUTH CAROLINA
COUNTY OF CHEROKEE

IN THE COURT OF GENERAL SESSIONS

The STATE of South Carolina,

Petitioner,

v.

Cornelius Sentell MAYBERRY, as
Defendant, and John STEEN d/b/a John
STEEN BAIL BONDING, and PALMETTO
SURETY CORP., as Surety,

Respondents.

ORDER

for

CONFIRMATION OF JUDGMENT

Indictment Nos: 2018-GS-11-01402
2018-GS-11-01403
2018-GS-11-01404

BRANDY V. HOBBS

2020 MAY -8 AM 10:52

FILED IN OFFICE OF
CLERK OF COURT
CHEROKEE COUNTY, SC

This matter came before the Court for hearing on March 11, 2019, and April 18, 2019 on the State's "Petition for Estreatment of Bond" seeking a finding by this Court that a forfeiture of the recognizance has occurred and a confirmation of judgment against Surety in the amount of \$465,000. Appearing on behalf of the sureties was Robert T. Williams, Sr., Esq. Appearing on behalf of the State was Circuit Solicitor Barry J. Barnette.

The circuit solicitor has filed a petition pursuant to S. C. Code Ann. Section 17-15-170 which authorizes the circuit solicitor to seek confirmation of judgment against every party bound in a forfeited recognizance for noncompliance with the conditions of recognizance and for the bound parties to appear at court and show cause, in the event they are able, as to why judgment should not be confirmed against them.

At the "show cause" hearing in this matter, Respondent sureties appeared with counsel asserting that any forfeiture of recognizance was the result of "unavoidable impediment" and not from "wilful default" and therefore the forfeiture should be remitted and no judgment confirmed or entered against them in accordance with S.C. Code Ann. Section 17-15-180.

PERTINENT FACTS

On May 3, 2018, in Cherokee County the defendant Cornelius Sentell Mayberry was arrested on charges of Trafficking in Heroin (>14<28g), Trafficking in Methamphetamine or Cocaine base (>400g), and Unlawful Neglect of Child. Seized along with the drugs were four (4) firearms and \$68,000 in United States Currency.

On May 16, 2018 bond on the referenced criminal charges requiring surety was set by a magistrate judge in the amount of \$465,000. The bond provided that the defendant:

"be released from custody on the condition that he will personally appear before the designated court at the place, date and time required to answer the



charge made against him and do what shall be ordered by the court and not depart the State without the permission of the court and be of good behavior."

And that the defendant appear:

"at the term of Court of General Sessions *beginning on July 26, 2018 at 9:00 o'clock, a.m.*, at General Sessions 125 E. Floyd Baker Blvd. / Gaffney, S.C. / 89342 / (864) 487-2571 and remain there throughout that term of court. If no disposition is made during that term, the defendant shall appear and remain there throughout each succeeding term of court until final disposition is made of his case, unless otherwise ordered by the court... If no final disposition is made during that session, the defendant shall appear at such other times and places as ordered by the court."

On May 16, 2018, the defendant acknowledged the conditions of release by his signature and the respondent surety John Steen executed by his signature an appearance recognizance securing the release of the defendant from custody pending disposition of his cases which provided that:

"On the 16th day of May, 2018, personally appeared before the undersigned judge the surety named below [John W. Steen] who acknowledged himself indebted to the State of South Carolina, in the sum of \$465,000, such sum to be levied on his land and personal property for the use of the State, should the defendant fail to perform the conditions of this Order.

The appearance recognizance further provided that:

"[T]he defendant be released from custody on the condition that he will personally appear before the designated court at the place, date, and time required to answer the charge made against him and do what shall be ordered by the court and not depart the State without permission of the court and be of good behavior."

The surety required installation of a device to monitor the defendant's location while on release. The defendant was represented by William G. Rhoden, Esq., who appeared on his behalf at his first and second required court appearance dates. On August 14, 2018, Mayberry was indicted by a Federal Grand Jury on essentially the same charges pending in Cherokee County. On August 28, 2018, an arrest of the defendant was attempted by a joint law enforcement task force which was thwarted by the physical resistance of Mayberry. Subsequently, the defendant's cases were docketed and scheduled for disposition during the October 8, 2018 term of General Sessions Court with customary notice being provided to the defendant and his surety in addition to that which appears on the appearance recognizance document itself. On October 15, 2018, after the defendant's failure to appear for disposition of his cases, a Bench Warrant was ordered by the circuit court for arrest of the defendant for his failure to comply with the conditions of release requiring his appearance in court. More than ninety days elapsed after issuance of the bench warrant during which time the defendant did not appear nor did the surety surrender the defendant to custody and therefore the bond was deemed forfeited pursuant to S. C. Code Ann.



Section 38-53-70. On February 19, 2019, the Circuit Solicitor filed a "Petition For Estreatment Of Bond" seeking confirmation of the forfeiture and judgment against the sureties.

TESTIMONY FROM APRIL 18TH HEARING

Cherokee County Deputy Sheriff Lieutenant David Oglesby testified that in addition to his duties with the Sheriff's department he is also assigned to a federal Homeland Security Task Force. On August 28, 2018, he and Cherokee County Sheriff's Department Captain Ronnie Painter were tasked with picking up the defendant on a Federal warrant. They observed the defendant driving a vehicle, made a traffic stop, and informed him of the warrants for his arrest. The defendant attempted to flee in the vehicle, Oglesby is "stuck in the window" trying to stop him, the vehicle veers off the road, flips, and pins Oglesby beneath the vehicle. The defendant and Painter are heard fighting and the defendant runs from the scene. Oglesby was airlifted to a hospital for treatment. The event resulted in surgeries for the repair of two broken ankles, a broken fibula, and damage to his knees and medical expenses including airlift transportation of approximately \$115,000.

Cherokee County Sheriff Steve Mueller testified that man hours spent in searching for the defendant for apprehension was 930 hours for Homeland Security personnel at a cost of \$64,356 and 990 man hours for Sheriff's department personnel at a cost of \$17,958. He further provided that the defendant cut off his ankle monitor.

Cherokee County Sheriff Captain Ronnie Painter testified that he was assisting Oglesby in the arrest of the defendant and was able to place one cuff on the defendant before he drove the vehicle away at an excessive rate of speed, veered off the road, flipped the vehicle, and escaped through the moon roof. Painter was able to grab the defendant who continued to physically resist and place the other cuff on him. The defendant continued to struggle and Painter made the decision to assist Oglesby rather than hold onto the defendant who fled down the street.

Scott Willis with Palmetto Surety Company and others, including Surety John Steen, testified to the extensive efforts made by his company and others to locate the defendant once they had knowledge that the defendant's monitor had been removed and that he was being sought by law enforcement for service of a warrant and the fact that the defendant was surrendered to custody on April 2, 2019, and is now in federal detention.

ARGUMENT OF THE PARTIES

The State's position in this matter as expressed by Circuit Solicitor Barry J. Barnette is quite simple and straightforward, (1) the defendant was released on an appearance recognizance with surety pending trial in this matter; (2) Surety John Steen executed the appearance recognizance as surety, "who acknowledged himself indebted to the State of South Carolina, in the sum of \$465,000, such sum to be levied on his real and personal property for the use of the



State, should the defendant fail in performing the conditions" of his release, securing the defendant's release from pre-trial detention; (3) while released on bond the defendant violated the good behavior provision of his release by resisting a lawful arrest resulting in serious injury to a law enforcement officer attempting to serve a Federal warrant; (4) the defendant and his surety were on notice of the defendant's required appearance in court on October 8, 2018; (5) the defendant did not appear as required; (6) a bench warrant was issued for the arrest of the defendant for his failure to appear; (7) 90 days elapsed from the issuance of the bench warrant during which time the defendant did not make an appearance nor was he surrendered to custody by his surety; (8) the recognizance has been forfeited by the default of the defendant; and (9) the forfeiture and judgment in the sum of \$465,000 should be confirmed against the surety in accordance with the terms of the bond contract and State law.

Respondents agree that: (1) John Steen executed an appearance recognizance securing the defendant's release from pre-trial detention pending trial; (2) the defendant and surety were on notice of the defendant's required appearance at court during the week of October 8, 2018; (3) the defendant failed to appear as required; (4) a circuit court bench warrant was properly issued for the defendant's arrest; and (5) 90 days elapsed from its issuance without appearance by the defendant or surrender to custody by the surety occurring. Hr'g Tr. 16:5-21, 19:23-20:8, March 11, 2019.

Respondents' counsel argues that any occurrence of a forfeiture of the recognizance was caused by an intervention of federal authorities constituting "an act of law rendering performance impossible" or otherwise an "unavoidable impediment and not from wilful default" and therefore the court should excuse any default, vacate the conditional judgment, or "remit the whole or any part of the forfeiture as may be deemed reasonable" upon consideration of the attendant circumstances in accordance with S. C. Code Ann. Section 17-15-180.

Respondents' counsel asserts that a federal indictment against Mayberry on the same facts and therefore essentially the same charges, "supersedes the State indictment." Hr'g Tr. 17:3-5, March 11, 2019. The arrest or attempted arrest of Mayberry by federal authorities and his elusion or "escape" from custody operates as an "intervening factor" or "cause", "an act of law rendering performance impossible", that prevented Surety from bringing Mayberry to court or surrendering him to custody because he was already in the "custody" of Federal authorities. Counsel asserts "that this is one of the unique situations where because of the fact that there had been a Federal indictment ... there had been steps taken by the U.S. Attorney to have the Sheriff, or have, rather, the jailer of Cherokee County deliver him because there was actuality (sic) a bench warrant which had been signed—this has all been in August—for the pick-up of the individual when he was actually being—he, referring to Mayberry—when Mayberry was being picked up on that particular day, there were two officers on the scene, as we understand it, one of them with dual representation, if you will Your Honor. That's what we discussed about this



gentleman who was—I don't know if he was DEA or if he was—some task force or something like that, but he had affiliation with the Federal Government also." Hr'g Tr. 6:4-24, April 18, 2019. "So the position – one of the positions of the surety is that because of that, the bond which was posted by the bonding company on the State charges should no longer be in effect for estreatment. Because he was being arrested, he was in custody with law enforcement in an attempt to serve – and, in effect, it was done because he was in custody and then he broke custody, or he escaped." *Id.* at 7:9-17.

Counsel's argument appears two-pronged, the first, being that once the federal indictment was returned and a federal pick-up order for the defendant was issued and he had contact with federal law enforcement officers, the matter became exclusively federal and the state cases were subsumed by the federal action and therefore the state bond rendered a nullity or at least the Surety's obligation under the bond extinguished. The second, being that the federal action served "as an intervening factor or an intervening cause that participated in this or prevented him from being here. That is the federal authorities issued a warrant, they arrested him, and, at some point in time, he got loose from the federal authorities." Hr'g Tr. 7:7-11, March 11, 2019. Counsel argues that the intervention of Federal authorities was "an act of law rendering performance impossible because they have already taken the position of the bondsman. They have secured the person. He can no longer – *if they had been successful* – [surety] can [no] longer pick him up and bring him before the court" (emphasis added). Counsel suggests that had it not been for the intervention of the federal authorities, attempting but in failing to secure the detention of the defendant on the federal warrant, the defendant would have been present for court as required.

APPLICABLE LAW

In every case where a defendant is released from custody pending trial,

"An appearance recognizance or appearance bond must be conditioned on the person charged personally appearing before the court specified to answer the charge or indictment and to do and receive what is enjoined by the court, and not to leave the State, and be of good behavior toward all citizens of the State" S. C. Code Ann. § 17-15-20(A).

"If a defendant fails to appear at a court proceeding to which he has been summoned, the court shall issue a bench warrant for the defendant If the surety fails to surrender the defendant or place a hold on the defendant's release from incarceration, commitment, or institutionalization within ninety days of the issuance of the bench warrant, the bond is forfeited." S. C. Code Ann. § 38-53-70.

It appears that South Carolina law relating to appearance recognizances and their forfeiture has been well-settled since at least 1911.

5

In the case of State v. Edens, 88 S.C. 302, 70 S.E. 609 (1911), our Supreme Court, in the interpretation and application of South Carolina statutory law, opined that:

"The recognizance is itself an instrument in the nature of a conditional judgment of record which may be discharged by the performance of the conditions stated." "Upon breach of the condition, as for instance by failure of the defendant to appear and plead, where that is the condition, the recognizance is forfeited, and becomes an absolute debt of record in the nature of a judgment." "And the statute requires a notice to be issued to summon every party bound in such forfeited recognizance to appear . . . to show cause, if any he has, why judgment should not be confirmed against him . . . showing that the recognizance is regarded as a conditional judgment, which on breach of the condition is to be confirmed, or made absolute, unless the parties therein bound show sufficient cause to the contrary. Of course, the court may in its discretion on a sufficient and satisfactory showing . . . where the forfeiture is caused by ignorance or unavoidable cause, remit the whole or any part of the forfeiture."

The State's right to the estreatment of an appearance recognizance is governed by the agreement and the application of contract law. State v. McIntyre, 307 S.C. 363 (1992). "As guarantor, the surety on an appearance bond undertakes the risk of forfeiture in the event the defendant does not appear for trial." Pride v. Anders, 266 S.C. 338 (1976). "Upon breach of a condition of the recognizance, the recognizance is forfeited and the liability of the surety to pay the amount of the penalty becomes fixed 'unless relieved or exonerated by action of the court'". State v. Mitchell, 421 S.C. 365 (2017) (quoting Pride (citing Edens)). "When a bond is violated by the defendant's failure to appear, the State has a right to full estreatment." State v. Cochran, 358 S.C. 24 (2004).

S. C. Code Ann. Section 17-15-170 provides that:

"Whenever the recognizance is forfeited by noncompliance with its condition, the . . . solicitor . . . shall issue a notice to summon every party bound in the forfeited recognizance to appear . . . to show cause . . . why judgment should not be confirmed against him. If any person so bound . . . does not give a reason for not performing the condition of the recognizance as the court considers sufficient, then the judgment on the recognizance is confirmed."

S. C. Code Ann. Section 17-15-180 provides that:

"If any person shall forfeit a recognizance from ignorance or unavoidable impediment and not from wilful default, the court of sessions may, on affidavit stating the excuse or cause thereof, remit the whole or any part of the forfeiture as may be deemed reasonable."

The Supreme Court in Mitchell, providing guidance in its discussion of the proper procedure to be employed when the State seeks an estreatment of an appearance recognizance based upon a default in performance pursuant to the pertinent statutes, stated:

". . . [W]henver the recognizance is forfeited by noncompliance with its conditions, the State shall immediately notify the party bound in the forfeited



recognizance to appear and show cause why judgment should not be confirmed against him. At the show cause hearing, if the person so bound does not give a reason for not performing the condition of the recognizance as the court considers sufficient, then the judgment on the recognizance is confirmed. S. C. Code Ann. Section 17-15-170.

Thereafter, a second hearing is held to determine the amount, if any, to be remitted. Holloway, 262 S.C. at 555, 206 S.E.2d at 823. The court may remit the whole or any part of the forfeiture as may be deemed reasonable upon affidavit sufficiently stating the forfeiture resulted from ignorance, unavoidable impediment and not from wilfull default. S. C Code Ann. Section 17-15-180 (2014)." Mitchell, 421 S.C. at 371-72.

"The overriding purpose of requiring a criminal defendant to post bond before his release from custody is to insure his appearance at trial." Ex Parte Polk, 354 S.C. 8 (Ct. App. 2003). Any person charged with a crime and released from custody pending the trial has an obligation to appear at court when his bond requires it and to be of good behavior. While a defendant's failure to appear when required is the most common default addressed by the courts with regards to appearance recognizances, a professional surety "is certainly aware that an appearance bond carries conditions beyond the defendant's appearance in court." "The bond may also be estreated if the defendant breaches terms or conditions of the bond other than appearance." Mitchell; State v. Workman, 274 S.C. 341 (1980).

Where a recognizance has been forfeited due to a defendant's failure to appear at court when required, the surety's liability on the recognizance is not relieved even though he may subsequently surrender the defendant to custody. "The obligation of a surety is not to the State to produce the defendant, but is rather an obligation to answer, to the extent of the penalty, for the default of the defendant[s], as principal[s]." Id. The Surety's surrender of a defendant to custody after a default has already occurred may be a fact considered by the Court in its decision as to the propriety of a remission of the forfeiture, where the court is granted the discretion to remit, but such a fact does not entitle the surety to any remission of the forfeiture as a matter of right. Id.

There are generally three circumstances where a surety is to be excused from non-performance under an appearance recognizance contractual obligation, (1) an act of God prevents performance, as where the defendant has died and cannot therefore appear; (2) an act of law rendering performance impossible, as where a defendant is in the custody and jurisdiction of another court and cannot therefore be produced by the surety; and (3) the obligee has prevented performance, as where the State extradites a defendant to a foreign jurisdiction and therefore beyond the reach of the surety. State v. Boatwright, 310 S.C. 281 (1992) (Toal, J., dissenting) (citing Taylor v. Taintor, 83 U.S. 366 (1872)).

In the event the court determines that a recognizance has been forfeited and the surety is not to be excused from nonperformance, the court may still consider a remission of the



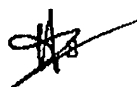
forfeiture in whole or in part if the nonperformance results from "ignorance or unavoidable impediment and not wilful default". In determining whether a remission should be granted in whole or in part ... the court should, at the least, consider (1) the costs to the State; (2) the purpose of the bond; (3) the nature and wilfulness of the default; and (4) any prejudice or additional expense resulting to the State. S. C. Code Ann. § 38-53-70; Ex Parte Polk. The burden for establishing justification for a remission of forfeiture rests with the one seeking its remission. State v. Holloway, 262 S.C. 552 (1974).

DISCUSSION AND ANALYSIS

Respondents appear to assert that the actions by two separate sovereigns, the United States of America and the State of South Carolina, should be "deemed" to have nullified state law on contracts as well as state statutory law relating to the appearance recognizance surety undertakings, estreatments, and remissions. The basis for this claim seems to be that when a federal judge issued the pick-up order for the defendant as a result of a federal indictment, just as a state court judge had done in issuing a bench warrant, the federal action superseded State action and rendered it a nullity and of no consequence by reason of the Federal Court's preemption. Two sovereigns were acting to bring the defendant before their court, as a matter of exercising their independent jurisdiction in a criminal matter in which either might act under their sovereign laws, each as a sovereign entity. Their actions were, under such circumstances commensurate and cooperative with one another, rather than at odds with one another's efforts. The fact that a deputy sheriff had authority as a local law enforcement officer *and* as part of a federal joint task force is a consideration that reflects a mutuality of state and federal efforts in enforcing the criminal laws of each sovereign.

Where possible, the guiding principle of the courts should be to avoid constitutional entanglements, not to create them where they do not exist. This seems all the more true where, as here, both state and federal sovereigns are acting together in efforts to address a common problem under separate laws pertaining to parallel and independent concerns. See, *Gamble v. United States*, 139 S.Ct. 1960, 1966 (2019) ("A close look at [United Supreme Court cases] reveals how fidelity to the Double Jeopardy Clause's text does more than honor the formal difference between two distinct criminal codes. It honors the substantive differences between two sovereigns in punishing the same act").

An appearance recognizance is not discharged except upon adjudication of the case, a finding of guilt as to the charge, a deferred disposition, or as otherwise provided for by law. S. C. Code Ann. Section 17-15-20. The federal government's decision to criminally indict a defendant for the same conduct which is the subject of a state court indictment does not render the proceedings in state court void nor does the federal action preempt the state proceedings, and



therefore, the appearance recognizance issued by a state court judge remains valid until extinguished by satisfaction of its conditions or operation of law.

Respondents' Counsel relies upon the dissent of Justice Toal in State v. Boatwright, 310 S.C. 281 (1992), for the proposition that an act of law – a federal indictment and attempted arrest of the defendant - rendered performance of the bond impossible as the defendant was within the purview and jurisdiction of federal authorities and the State bond thereby extinguished, or at least the obligations of the Surety excused. As part of his argument counsel contends that law enforcement's effort to arrest Mayberry on a related federal warrant somehow created a basis for an immediate termination of the surety's state contractual obligations under a state bond.

Counsel's reliance upon Boatwright is misplaced. Robert Boatwright, while on bond for a forgery charge and a parole violation from the State of Georgia, was convicted of domestic violence in South Carolina. Subsequently, with the assistance of the State, he was extradited and released to the State of Georgia where he was serving a sentence on a parole revocation at the time he was to appear in court in Aiken County, S. C. on the forgery charge. When the State sought estreatment of the bond for failure of the defendant to appear in Aiken general sessions court, the Court hearing the estreatment matter excused the default on the ground that the defendant was prevented from appearing because of his incarceration in Georgia and therefore not from "wilful default". The Court, however, ordered estreatment of the bond and remission in part for the defendant's violation of the good behavior provision of the bond based upon his conviction for domestic violence.

That scenario is inapposite to the present case. Here, (1) Mayberry was not "in custody" as was Boatwright; (2) Mayberry had not been surrendered to custody by his surety; (3) Mayberry physically resisted and eluded custody by conduct severely injuring a law enforcement officer attempting to place him under a lawful arrest; (4) no action taken by the State prevented the defendant from appearing in court; and (5) only Mayberry's resistance of arrest and elusion from apprehension prevented him from appearing in court or being surrendered to custody by his surety.

Counsel's point that, *"if [the federal authorities] had been successful"* in their attempt to take the defendant into custody on a federal warrant the surety would no longer be able to pick him up and bring him before the court, is well taken. Had they been successful, federal custody of the defendant would have been "an act of law rendering performance impossible" and the surety would have perhaps had a number of options in order to be relieved from his obligation under the bond contract, but, such was not the case. The federal authorities were not successful in securing the defendant and remanding him to custody in a detention facility due to his physical resistance to that arrest and his eluding capture, and thus, there was no "unavoidable impediment" or "act of law" which obstructed the defendant's appearance in state court or otherwise rendering performance of the defendant's bond obligations impossible.

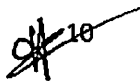


The placing of handcuffs on a person by a law enforcement officer, in order to restrict movement and liberty during the service or attempted service of a warrant or otherwise effecting an arrest for the commission of a criminal offense, may be deemed an "arrest" and "custody" for constitutional considerations relating to rights and protections of a person accused of a crime State v. Williams, 237 S.C. 252 (1960). However, such circumstances alone, should not serve to excuse a surety from his obligations under a contract undertaking to secure the defendant's release from pre-trial detention. In order for a surety to be excused from an obligation arising out of an appearance recognizance undertaking relating to the defendant's failure to appear when required, it must be shown that the defendant was in the actual physical custody of a governmental jurisdiction such that the surety is prevented by that custody from physically producing the defendant at court or surrendering him to custody at an appropriate detention facility.

Respondents claim that Mayberry's failure to appear was the result of "unavoidable impediment and not wilful default" due to "interference with the Federal government in terms of serving a bench warrant, which he was locked up and then he left" is not supported by the presentation. There can be no reasonable argument made that the conduct of Federal officers in an attempt to arrest the defendant on a Federal warrant in this case, was "an act of law rendering performance impossible". Nothing has been presented to this Court tending to show that anything beyond his control prevented the defendant from appearing in court and being of good behavior as required by the appearance recognizance. Nothing has been presented that would tend to show that the defendant's violation of the conditions of release was anything but a wilful default.

State law authorizes the court to remit a forfeited recognizance in whole or in part "as may be deemed reasonable" if the forfeiture resulted from "ignorance or unavoidable impediment and not from wilful default". S. C. Code Ann. § 17-15-180. A subsequently enacted statute provides that, "at any time before execution is issued on a judgment of forfeiture against a defendant or his surety, the court may direct that the judgment be remitted in whole or in part, upon such conditions as the court may impose, if it appears that justice requires the remission of part or all of the judgement". S. C. Code Ann. § 38-53-70.

"The cardinal rule of statutory construction is to ascertain and effectuate the intent of the legislature." Charleston Cty. Sch. Dist. v. State Budget & Control Bd., 313 SC 1 (1993). Repeal of statutory law by implication is not favored in the law. Where a subsequent statute appears to be in conflict with a previously enacted statute the courts are required to construe each so as to render them both having effect. No subsequent legislative enactment should be construed as impliedly repealing an earlier one unless no other reasonable construction can be applied. Butler v. Unisun Ins. Co., 323 SC 402 (1996). "Statutes dealing with the same subject matter must be reconciled, if possible, so as to render both operative." Greene v. S. C. Election

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Comm'n., 314 SC 449 (1994). "It is presumed that the Legislature is familiar with prior legislation, and if it intends to repeal existing laws it would . . . expressly do so; hence, by any fair or liberal construction two acts may be made to harmonize, no court is justified in deciding that the later repealed the first." Hodges v. Rainey, 341 SC 79 (2000).

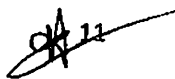
In the instant case, the court is able to reconcile S. C. Code Ann. Sections 17-15-180 and 38-53-70 so as to render both effective.

Section 17-15-180 was designed to permit a court to consider particular mitigating circumstances in the remission of a forfeited recognizance, dictated by justice and fairness where the forfeiture resulted from ignorance ("no contact" provision to include a victim's family member but the defendant unaware that a particular person is related to the victim) or an impediment over which the defendant or the surety had no control and could not prevent (defendant in a hospital on a ventilator suffering from a coronavirus) and not caused by a deliberate or wilful failure to perform an obligation under the bond.

Section 38-53-70 was designed to provide a reasonable grace period (90 days) for a surety to locate and surrender a defendant after he is on notice that the defendant did not appear at court as required, before the recognizance is deemed forfeited and then to consider a remission if "justice" requires it. "Justice" is exactly what Section 17-15-180 is designed to allow for where the forfeiture results from "ignorance" or "unavoidable impediment", but not where it results from a deliberate and "wilful default". Nothing appears in Section 38-53-70 that can be read or reasonably interpreted as suggesting that the legislature intended to repeal Section 17-15-180 nor to allow a judge unfettered discretion in the remission of a forfeited recognizance that resulted from a deliberate, knowing, and wilful act of defiance of a court order. The applicable statutes referencing the same subject matter are therefore compatible and easily harmonized as to give effect to both.

CONCLUSION

S. C. Code Ann. Section 17-15-170 provides that when an appearance recognizance bond contract has been breached by non-compliance with its conditions, the recognizance is deemed forfeited and a judgment conditionally entered for the amount of the penalty as set by the bond with opportunity being provided any person bound in the forfeited recognizance to appear at court and provide a reason that the court deems sufficient for excusing nonperformance of the recognizance. If such a reason cannot be given that the court deems sufficient, then judgment is confirmed and the court permitted to consider a remission of the forfeiture if the party bound establishes that the default was the result of ignorance or unavoidable impediment and not a wilful default. Where forfeiture of a recognizance has been established by default in a condition, and the only reason provided for excusing nonperformance is a wilful default, the recognizance must be deemed forfeited, the judgment confirmed, and the State entitled to a full estreatment

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of the forfeited recognizance as fixed by the contract. S. C. Code Ann. § 17-15-170; State v. Cochran, 358 S.C. 24 (2004).

In the instant case, the defendant was obligated to "personally appear before the court specified to answer the charge or indictment . . . and be of good behavior toward all citizens of the State" He fulfilled neither of these obligations. The surety undertook the risk of forfeiture in the event the defendant defaulted on the conditions of release. The surety's obligation was not to the State to produce the defendant at court or to insure his good behavior, but to answer, to the extent of the penalty, for any default of the defendant in performance.

After review of the record and the applicable statutory and case law, this Court finds that: (1) the Petition is properly before the Court; (2) the defendant breached the conditions of bond by failing to appear and not being of good behavior; (3) the recognizance has been forfeited by that breach and a conditional judgment properly entered; (4) the surety has been provided an opportunity to show cause and present any excuse for nonperformance and why judgment should not be confirmed; (5) no reason sufficient to this Court has been given excusing nonperformance of the recognizance; (6) the forfeiture of the recognizance was not the result of ignorance, unavoidable impediment, an act of law rendering performance impossible, or other impediment created by the State and beyond the control of the defendant, preventing performance; (7) the forfeiture of the recognizance was by deliberate and wilful default of the defendant; and (8) the conditional judgment entered on the forfeiture is therefore confirmed.

This court has much empathy toward the surety and is sensitive to his plight, in light of the fact that he has presented evidence of significant effort expended in the successful surrender of the defendant. However, the law, upon application to the facts as established by the record, allows this Court no discretion in affording relief by way of a remission of the forfeiture. Should the legislature wish to grant the Court greater discretion in these matters it may do so by enactment or by repeal of Section 17-15-180.

IT IS THEREFORE ORDERED that **JUDGMENT** is **CONFIRMED** in the sum of **FOUR HUNDRED SIXTY-FIVE THOUSAND DOLLARS, (\$465,000)** and the Clerk of Court shall enter that judgment against **JOHN W. STEEN d/b/a JOHN STEEN BAIL BONDING and PALMETTO SURETY CORPORATION**.

IT IS SO ORDERED!

May 5, 2020


J. DERHAM COLE, Presiding Judge
The Seventh Judicial Circuit Court

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STATE OF SOUTH CAROLINA
COUNTY OF CHEROKEE

The State of South Carolina

Petitioner,

v.

Cornelius Sentell Mayberry, as Defendant and
John Steen dba John Steen Bail Bonding
And Palmetto Surety Corp., as Surety

Respondents.

In the Court of General Sessions
Seventh Judicial Circuit

PETITION FOR ESTREATMENT
OF BOND

Indictment: 2018GS1101402-04
Warrant: 2018A11101004270429

FILED IN OFFICE OF
CLERK OF COURT
CHEROKEE COUNTY, S.C.
2019 FEB 19 PM 4:14
RANDY W. ZIEGLER

The Petitioner acting by and through the Seventh Judicial Circuit Solicitor, would respectfully allege and show this Court the following:

That this Petition for the Estreatment of a Bond is made pursuant to §17-15-170 of the Code of Laws of South Carolina (1976), as amended, and this Court has exclusive jurisdiction over any estreatment or forfeiture proceeding. The Seventh Judicial Circuit Solicitor, and his assistants, represents the State of South Carolina, in the County of Cherokee, in all matters related to the criminal prosecution of persons indicted by the Cherokee County Grand Jury. Further, the Solicitor is authorized to institute this proceeding by §17-15-170 of the Code of Laws of South Carolina (1976), as amended.

That on May 3, 2018, Defendant was arrested in Cherokee County, South Carolina, and charged with Drugs/Trafficking and Children/Neglect; and subsequently, on May 16, 2018, the Defendant executed an "Order Specifying Methods and Conditions of Release", a copy of which is attached hereto and incorporated herein by reference, wherein the Defendant agreed to appear for each succeeding term of court until final disposition is made.

That on May 16, 2018, Respondent Surety/ies executed the "Order Specifying Methods and Conditions of Release" acknowledging indebtedness to the State of South Carolina in the sum of \$485,000.00, such sum to be levied if the within named Defendant failed in performing the conditions of the Order. Defendant/D's Attorney/Bondsman was notified by the Solicitor's Office on September 25, 2018 that the Defendant's case was scheduled for a hearing on October 8, 2018 and that the Defendant had to be present.

That Defendant did not appear the week of court stated above; therefore, a request for a Bench Warrant was submitted to the Circuit Court Judge for his signature. Subsequently, Bench Warrant Number/s 2018B1100100136 was issued on October 15, 2018 by the Clerk of Court's Office. That ninety (90) days has passed since the issuance of the Bench Warrant and Defendant is still at large, has not been arrested, nor been remanded to the custody of the Cherokee County Detention Facility.

That Respondent Surety has failed to present the Defendant, either at trial or to the Cherokee County Detention Facility; and that Petitioner, due to the Respondent Surety's failure to present the Defendant, is properly before this Court seeking estreatment of the bond signed by the said Respondent Surety for the Defendant.

WHEREFORE, the Petitioner prays that this Court estreat and confirm judgment against the Respondent Surety in the full amount of the bond signed by the Respondent Surety for the Defendant, with such monies forfeited to the Clerk of Court for Cherokee County to be disbursed pursuant to §17-15-260 of the Code of Laws of South Carolina (1976), as amended, and for such other and further relief as this Court may deem just and proper.

BY:


BARRY J. BARNETTE, Solicitor
180 Magnolia Street, 3rd Floor
Spartanburg, SC 29306
(864) 698-2676

February 5, 2019
Spartanburg, South Carolina



STATE OF SOUTH CAROLINA
COUNTY OF CHEROKEE

IN THE GENERAL SESSIONS COURT
FOR THE SEVENTH JUDICIAL CIRCUIT

STATE OF SOUTH CAROLINA

AFFIDAVIT OF SERVICE

v.

PETITION FOR ESTREATMENT
OF BOND

Cornellus Sentell Mayberry, as Defendant
And John Steen dba John Steen Bail Bonding
And Palmetto Surety Corp., as Surety

Warrant No. 2018A1110100427-0429
Indictment No. 2018GS1101402-04

PERSONALLY APPEARED BEFORE ME, the undersigned deponent, who being duly sworn, says that he served the following materials to the defendant's Surety Corp., Palmetto Surety Corp:

- | | |
|-----------------------------------|---|
| 1. _____ Investigative Report | 5. _____ Notice Seeking Life Sentence |
| 2. _____ Photo's/Video | 6. _____ Notice Seeking Death Sentence |
| 3. _____ SLED Reports | 7. _____ Solicitor's Rule 5 |
| 4. <u>X</u> Notice to Revoke Bond | 8. _____ Notice of Motion and Motion to Collect Nontestimonial Evidence |
| 9. _____ Rule to Show Cause | |

In this action on

() by delivering to _____ personally.

() by delivering to _____, a person of age and discretion residing at the residence of the defendant and being at the said residence at the time of service.

X by delivering ^{mailing} / faxing / emailing to the defendant's Surety Corp., Palmetto Surety Corp., the place of business.

and leaving with him/her copies of the same at 109 River Landing Drive, Suite 200

near Charleston, SC on the 5th day of MARCH 2019.

[Signature]
Affiant

SWORN to before me this 5
day of March, 2019.

[Signature]
Notary Public for South Carolina
My commission expires: 2/1/2026

BRANDY W. MCBEY
19 MAR 11 AM 10:24

FILED IN OFFICE OF
CLERK OF COURT
CHEROKEE COUNTY, S.C.

STATE OF SOUTH CAROLINA
COUNTY OF CHEROKEE

IN THE GENERAL SESSIONS COURT
FOR THE SEVENTH JUDICIAL CIRCUIT

STATE OF SOUTH CAROLINA

AFFIDAVIT OF SERVICE

v.

PETITION FOR ESTREATMENT
OF BOND

Cornelius Santall Mayberry, as Defendant
And John Steen dba John Steen Bail Bonding
And Palmetto Surety Corp., as Surety

Warrant No. 2018A1110100427-0429
Indictment No. 2018GS1101402-04

PERSONALLY APPEARED BEFORE ME, the undersigned deponent, who being duly sworn, says that he served the following materials to the defendant's bondsman, John Steen Bail Bonding.

- | | |
|-----------------------------------|---|
| 1. _____ Investigative Report | 5. _____ Notice Seeking Life Sentence |
| 2. _____ Photo's / Video | 6. _____ Notice Seeking Death Sentence |
| 3. _____ SLED Reports | 7. _____ Solicitor's Rule 5 |
| 4. <u>X</u> Notice to Revoke Bond | 8. _____ Notice of Motion and Motion to Collect Nontestimonial Evidence |
| 9. _____ Rule to Show Cause | |

In this action on

(X) by delivering to John Steen personally.

() by delivering to _____ a person of age and discretion residing at the residence of the defendant and being at the said residence at the time of service.

() by delivering / faxing / emailing to the defendant's bondsman, John Steen Bail Bonding, the place of business.

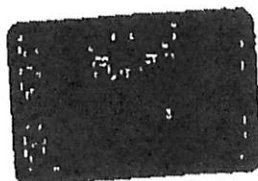
and leaving with him/her copies of the same at 460 DUNCAN ST.

near SPARTANBURG on the 5TH day of MARCH 2019.

[Signature]
Affiant

SWORN to before me this 5
day of March 2019.

[Signature]
Notary Public for South Carolina
My commission expires: 11/2025



FILED IN OFFICE OF
CLERK OF COURT
CHEROKEE COUNTY, S.C.
2019 MAR 11 AM 10:24
BRANDY W. MCREE

STATE OF SOUTH CAROLINA
COUNTY OF CHEROKEE

IN THE COURT OF GENERAL SESSIONS
SEVENTH JUDICIAL CIRCUIT

THE STATE OF SOUTH CAROLINA,
Plaintiff,

vs.

CORNELIUS SENTELL MAYBERRY, AS
DEFENDANT AND JOHN STEEN DBA
JOHN STEEN BAIL BONDING AND
PALMETTO SURETY CORP AS
SURETY

RESPONDENT.

**Brief in Opposition to Bond
Estreatment**

Indictment No.: 2018-GS-1101402-04

Warrant No.: 2018A1110100427-429

This matter comes before the Court on the State's petition to estreat a \$465,000.00 bond, which was posted by John Steen, d/b/a John Steen Bail Bonding, and Palmetto Surety Corporation ("Respondents") to secure the release of Defendant Cornelius Sentell Mayberry ("Defendant").

On May 3, 2018, Defendant was arrested by law enforcement for the State Charges of Trafficking in heroin, morphine, 14 g. or more but less than 28 g. (2018A1110100427); Trafficking in meth or cocaine base, 400 g. or more (2018A1110100428); Unlawful neglect of a child (2018A1110100429).

On May 18, 2018, Respondents posted the \$465,000.00 bond to secure Defendant's release.

On August 14, 2018, the United States District Court for the District of South Carolina issued a Federal Indictment, Order for Bench Warrant, and Writ of Habeas

Corpus requiring law enforcement to arrest Defendant for federal offenses incorporated in the May 3, 2018, state warrants.

Pursuant to the Federal bench warrant, Lt. David Oglesby—a Cherokee County Sheriff's Department officer and special investigator assigned to the Homeland Security Task Force—and Captain Ronnie Painter—of the Cherokee Sheriff's Department Narcotics Division—attempted to arrest Defendant on August 28, 2018.

During the attempted arrest, a car chase ensued, Defendant wrecked his vehicle, and Lt. Oglesby was injured. Following the wreck, the officers placed Defendant in handcuffs and Captain Painter ordered Defendant to wait on the curb. The Defendant, however, fled on foot. He was then able to free himself from the handcuffs and GPS monitor that was placed on him as a condition of his bond.

Defendant was required to appear for the October 8, 2018, term of court in the Cherokee County General Sessions Court. He did not appear. On October 15, 2018, the Cherokee County Grand Jury indicted Defendant for the charges arising out of the May 3, 2018 arrest. On October 18, 2018, a bench warrant was issued for his failure to appear.

On February 19, 2019, the State filed a Petition for Estreatment of Bond in this matter. On the same date, an Order and Rule to Show Cause signed by the Honorable Derham Cole was also filed which required Respondents to appear on March 11, 2019, and show cause as to why the conditional judgment should not be confirmed against them in the amount of \$465,000.00.

On March 11, 2019 the first bond estreatment hearing was held. At the conclusion of the hearing, the record was held open while the State gathered additional evidence.

On April 2, 2019, Respondents secured Defendant's arrest and transported him to

the Cherokee County Jail.

On April 18, 2019, the second bond estreatment hearing was held. Defendant was in the custody of the Federal authorities at the time, and he was not transported to render any testimony. After hearing arguments and taking testimony, the State and Respondents were given thirty (30) days to present the Court with briefs and proposed orders for its review.

"An appearance recognizance or appearance bond must be conditioned on the person charged personally appearing before the court specified answer the charge or indictment and to do and receive what is enjoined by the court, and not to leave the state, and be of good behavior towards all the citizens of the state, or especially toward a person or persons specified by the court." S.C. Code Ann. § 17-15-20(a).

"Whenever the recognizance is forfeited by non compliance with its conditions, the Attorney General ,Solicitor, Magistrate, or other person acting for him immediately should issue a notice to summon every party bound in the forfeited recognizance to appear at the next ensuing court to show cause, if he has any, why judgement should not be confirmed against him. If any person so bound fails to appear or upon appearing, does not give a reason for not performing the condition of the recognizance as the court considers sufficient, then the judgement is confirmed." S.C. Code Ann. § 17-15-170.

"If a person shall forfeit a recognizance from ignorance or unavoidable impediment and not from wilful default, the court of sessions may, on affidavit stating the excuse or cause thereof, remit the whole or any part of the forfeiture as may be deemed reasonable." S.C. Code Ann. §17-15-180.

"If a Defendant fails to appear at a court proceeding to which he has been

he was stationary, law enforcement chose to attempt to arrest Defendant while he was traveling down a highway. Furthermore, officers actually had the Defendant in their custody, before they sat him down alone on a curb and he fled. The State's actions here prevented Respondents from assisting in the arrest of Defendant.

In Taylor v. Taintor, 83 U.S. (16 Wall) 366, 21 L.Ed. 287 (1872), the Supreme Court of the United States identified three situations in which an estreated bond must be remitted to the bondsman: "First, if the defendant is prevented from appearing because of an act of God. . . . [Second,] is that an act of law rendered performance impossible. . . . [Third,] the obligee has prevented the defendant from appearing." State v. Boatwright, 310 S.C. 281, 286-87, 423 S.E.2d 139, 142 (1992) (Toal, J., dissenting) (internal citations omitted).

Once law enforcement handcuffed the Defendant, he was being held under the Federal Bench Warrant, which was an act of law that rendered performance impossible. See Davis v. South Carolina, 107 U.S. (17 Otto) 597, 2 S. Ct. 636 (1883) (South Carolina Circuit Court improperly estreated a bond where Defendant failed to appear in state court after the federal district court already granted Defendant's petition for habeas corpus). Defendant was also under federal detention on April 18, 2019, at the time of the second hearing regarding bond estreatment.

Furthermore, the officers' actions constituted an intervening cause, which prevented Respondents' from continuing to supervise and monitor the Defendant. After the attempted arrest, the monitor was cut off and Defendant disappeared until Respondents secured Defendant and brought him to the detention center.

Bench Warrant and Defendant's subsequent escape, Respondents' actions ultimately led to the capture of Defendant.

While the State did present a blanket statement that law enforcement spent 990 hours on this matter as evidence at the hearing, it failed to provide any method of calculating what the actual cost of these hours was to the State.

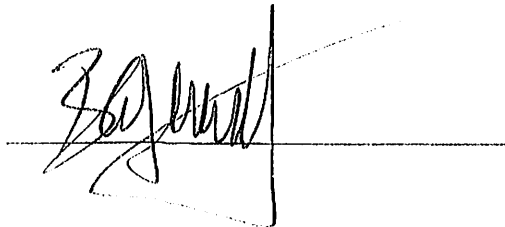
Finally, the Respondents were able to achieve the overriding purpose of bonding law by securing Defendants' capture between the two estreatment hearings. See State v. Workman, 274 S.C. 341, 263 S.E.2d 865 (1980) ("[T]he overriding purpose of requiring the defendant to produce a bond before releasing the defendant from custody is to insure the defendant's appearance in court.").

Considering the above arguments, Respondents respectfully request that this Court make the following findings:

1. Respondents did not have any obligations on this bond after August 28, 2018;
2. The State has failed to provide sufficient evidence to comply with the mandatory Polk Factors; and
3. No Bond Estreatment should be granted.

May 14, 2019

Respectfully Submitted,



1	STATE OF SOUTH CAROLINA	}	COURT OF GENERAL SESSIONS	
2	<u>COUNTY OF CHEROKEE</u>			
3				
4	STATE OF SOUTH CAROLINA,	}	TRANSCRIPT	
5	PLAINTIFF,		OF	
6	vs.		RECORD	
7	CORNELIUS SENTELL MAYBERRY, AS		}	2018-GS-11-1402 - 1404
8	DEFENDANT AND JOHN STEEN DBA JOHN			
9	STEEN BAIL BONDING AND PALMETTO			
	SURETY CORP.,			
	DEFENDANTS.			

March 11th, 2019
Gaffney, South Carolina

B E F O R E:

THE HONORABLE J. DERHAM COLE, Judge.

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

BARRY BARNETTE
SOLICITOR
Attorney for the State

ROBERT THEO WILLIAMS
ESQ.
Attorney for the Defendant

PAMELA E. GREEN
Circuit Court Reporter
Seventh Judicial Circuit

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E X H I B I T S

<u>NOS.</u>	<u>DESCRIPTION</u>	<u>ID</u>	<u>EV</u>
	<u>State's Exhibits</u>		
S-1	Bond	3	
S-2	Surety Information	3	
S-3	Docket	3	
S-4	Bench Warrant	3	
S-5	Rule to Show Cause	3	
S-6	Affidavit	3	
S-7	Affidavit	3	

1 PROCEEDINGS

2
3 (WHEREUPON, State's Exhibit Nos. 1 through 7 were
4 marked for identification purposes only at this time.)

5 SOLICITOR BARNETTE: May it please the Court, Your
6 Honor?

7 THE COURT: Yes, sir.

8 SOLICITOR BARNETTE: Your Honor, this bond estreatment
9 proceeding in this case, Your Honor, against Cornelius
10 Mayberry, as Defendant, Your Honor, John Steen doing
11 business as John Steen Bail Bonding, and Palmetto Surety
12 Corporation as the Surety, Your Honor. It's on Warrant
13 Number 2008A1110104427 (sic) through 429. Indictment Number
14 2008-GS-11-1402 (sic) through 1404, Your Honor.

15 I do have some exhibits, Your Honor. I shared them
16 with Mr. Williams representing, I believe, Mr. Steen or the
17 bondsman both or both companies.

18 State Exhibit 1, Your Honor, is the -- actually the
19 bail bonding form that was signed by Mr. Steen in here
20 consisting of two pages.

21 State Exhibit 2, Your Honor, is actually the Palmetto
22 Surety where the -- attached to this bond, Your Honor, as
23 the surety evident is.

24 State Exhibit 3, Your Honor, is a roll call that was
25 done on October 8th, 2018, Your Honor. The Defendant was

1 listed as Number 38. He did not appear for the Court
2 appearance, Your Honor. A bench warrant was issued, Your
3 Honor, by Clerk of Court here, Brandy McBee. That's State's
4 Exhibit No. 4 where the bond -- bench warrant was issued in
5 this case, Your Honor, and it appeared to be issued on
6 October 15th, 2018, Your Honor.

7 The Rule to Show Cause and Order for Estreatment of the
8 bond, Your Honor, was filed here on February 29th -- 19th,
9 2018, Your Honor, signed by Your Honor to appear today at
10 2:30.

11 Your Honor, State's Exhibit 6, Your Honor, is actually
12 Petition for Estreatment of the Bond, Your Honor. We have
13 had attached too where Mr. Steen was served by Richard
14 Burgess in our office, Your Honor, and he is here today for
15 the hearing, and we have the petition attached to that also.

16 State Exhibit 7, Your Honor, is where the, the bond was
17 actually served or mailed to Palmetto Bank -- Surety
18 Corporation. They do have a representative here for the
19 hearing itself, Your Honor.

20 I'd like to make those part of the record at the
21 appropriate time, Your Honor, and make them part of the
22 facts that we would show in this case.

23 THE COURT: All right. And total number of exhibits
24 you have?

25 SOLICITOR BARNETTE: Seven, Your Honor.

1 THE COURT: Okay. All right. So, we're here on the
2 Rule to Show Cause why a forfeiture of the bond should not
3 be confirmed for failure of the Respondent to have the
4 Defendant present in the courtroom as required under the
5 terms of the bond.

6 All right. Mr. Williams.

7 MR. WILLIAMS: Your Honor, if we could, I think the
8 dates are extremely important.

9 As, as was alluded by the Solicitor and myself to Your
10 Honor that these dates are kind of -- it's, it's unique in
11 terms of the parties who were involved. For the Court --
12 for the record, Your Honor, the -- Mr. Mayberry or Mr. --
13 Cor -- we just call him Cornelius Mayberry was arrested on
14 May the 3rd of 2018. The bond was posted on May the
15 18th of 2018.

16 Now, in sequence in terms of events, on August the
17 14th of 2018, there was a federal indictment, which was
18 secured in Federal Court, for the arrest of him. And the
19 allegations in the indictment are the same factors that were
20 included in his earlier arrest meaning it's, it's
21 essentially the Feds were taking over the State's charges,
22 and were gonna prosecute the case.

23 What is even unique in it is that they actually had --
24 one of the documents was for the Cherokee County Sheriff's
25 Department or jailer to produce him or turn him over to the

1 federal authorities.

2 On August the 28th is the date that the escape
3 occurred, August 28th of 2018.

4 As I understand the facts, Your Honor, and obviously
5 the Solicitor's here who's more -- knows more about the
6 facts than I do, but, as I understand the facts, the
7 Defendant was in a vehicle. The, the representatives -- two
8 representatives from the Sheriff's Department, one
9 individual, who, as, as my client thought, was, was like
10 DEA. It is actually on a joint task force. So, they were
11 attempting to serve a federal warrant on the Defendant.

12 They secured the Defendant. The Defendant was in
13 handcuffs in their custody, and, after he was in their
14 custody, he broke free. Some sort of deal happened in which
15 one of the deputies was injured and he escaped. At the time
16 that he was actually escaped, he was on a monitor that was
17 required by the bond. The monitor was not taken off until
18 the next day.

19 As a result of this, or in sequence of events I should
20 say, nothing occurred in reference to him other than there
21 was a bench warrant which was issued by the Solicitor's
22 office on, or the Court I should say, on October the
23 15th of 2018 for his failure to appear in Court in
24 October. The indictment was presented on October the
25 25th of 2018, which you'll note was ten days after the

1 bench warrant, after the bench warrant has -- had been
2 issued. It's been over 90 days. So, obviously they can go
3 forward.

4 Your Honor, we concede that he is not in the possession
5 of the, the Court for purposes of this case being tried at
6 this time. However, what we would, what we would say is
7 that there was an intervening factor or an intervening cause
8 that participated in this or prevented him from being here.
9 That is the federal authorities issued a warrant, they
10 arrested him, and, at some point in time, he got loose from
11 the federal authorities.

12 As Justice Toal argued in one of I guess the -- I guess
13 it was the Fallow case or the Boatwright case, in her
14 dissenting opinion, there were actually two of the five
15 Supreme Court Justices that decided that, but she talked
16 about an older case, which was Taylor versus Taintor, which
17 is the U.S. Supreme Court case which dealt with the
18 authority of bonding companies to pick individuals up. And
19 she talked about three reasons that would, that would act as
20 a factor not to estreat bonds.

21 One of those factors is act of God. The guy's dead.
22 You can't pick him up. You can't bring him there.

23 The other factor is an act of law rendering performance
24 impossible. We would suggest to the Court that the
25 intervening cause of the federal authorities is an act of

1 law rendering performance impossible because they have
2 already taken the position of the bondsman. They have
3 secured the person. He can no longer -- if they had been
4 successful, he can longer pick him up and bring him before
5 the Court for his, for his decision to be made or whether or
6 how much he owes or doesn't owe.

7 The third had to do with the obligee has prevented him
8 from, from appearing. Those are the three items that she
9 sets forth in that argument. So, that would be where the
10 State has somehow prevented him from showing up or something
11 like that.

12 It's unique because, Your Honor, the, the bonding law,
13 as I understand it, use to be that an appearance was
14 sufficient meaning that, if the bonding company brought the
15 individual here, then that's all the bondsman had to do.
16 But we have since learned, pursuant to the DeAngelo case, in
17 that particular case that was a case that was heard most
18 recently where the bonding company had the person at every
19 appearance, every appearance he was suppose to be, but the
20 bonding lady knew a bad behavior that was going on. It was
21 alleged she knew of bad behavior. So, as a result, the
22 Supreme Court said that that was sufficient to go ahead and
23 estreat the money, take the money from the bonding company
24 because of that.

25 Here we have something completely different, and that

1 is the bonding company did not know that there was any bad
2 behavior that was going on. He had appeared at every roll
3 call that he was suppose to show up at. He had a monitor on
4 throughout the entire time span that he was required to have
5 a monitor on. Had it not been the intervening factor of the
6 Feds coming to arrest him and him breaking loose from there,
7 then, then they would of secured him.

8 Your Honor, obviously, if the Court does estreat a
9 bond, then we'd still suggest to the Court that all the case
10 law, as well as the statute, say that, that they have to put
11 forth the Pope factors, and they have to show the purpose of
12 the bond, the nature and the willfulness of default, as well
13 as prejudice or additional expense resulting from -- to the
14 State.

15 Although it doesn't have to be to a mathematical
16 certainty, they have to be something for which Your Honor
17 can draw an amount from whatever has occurred. That is, you
18 can't just simply take 465,000 or 485,000, whatever the
19 amount of the bond is, and say that is the amount that
20 should be secured as the, as the, as the -- to estreat.
21 They have to present evidence showing well, we did this many
22 hours for this or -- and then Your Honor obviously can, can
23 throw in another factor on that.

24 So, Your Honor, we would suggest to the Court that they
25 have to have some, some evidence as -- in regards to what

1 amount of money Your Honor is gonna estreat if you do
2 estreat those.

3 Your Honor, there's one additional thing, and that is
4 there was a -- it's an old case. It's United States versus
5 Parr. It's a federal case, and I believe it's a 1972 case,
6 and one of the lines in that case, it talks about -- the
7 solicitor, in that particular case, and I'll give you the
8 cite on that, Your Honor. It's 560 F.2d 1221. It's a 1977
9 case, and it had to do with the argument that well, that,
10 you know, they had, they had so much they had to do. It was
11 a frustration for the State that they had -- they were
12 totally upset about not being able to proceed with their
13 case. Well, they had some supplemental things.

14 One of the great lines in that, it says that neither
15 frustration, nor its kinsman, vindictiveness, should be
16 weight in tipping the scales by which the elements of the
17 Court's exercise of judicial discretion, which means that
18 you can't just say that, you know, we've been out. We've
19 been looking for him. It really makes us mad or somebody
20 was injured in all this. There has to be some sort of
21 factual determination that Your Honor can draw, from the
22 facts, that would lead the Court to make a determination
23 regardless of what would be the appropriate amount of money
24 to, to be estreated, if any should be estreated.

25 I think that's it, Judge.

1 THE COURT: Okay. Mr. Barnette.

2 SOLICITOR BARNETTE: Thank you, Your Honor.

3 Just responding to a couple arguments before I get into
4 their -- he talked about the three different factors, and he
5 talked about act of law or whatever. I know the Court is
6 aware of this or whatever. The bond's not given up until
7 the case is called for trial from that standpoint.

8 This Defendant, he was arrested on May the 8th, 2018.
9 His bond was posted May 18th, 2018. We have first and
10 second appearances. Bill Rhoden was his attorney. I'm
11 assuming Bill answered for him at the first and second
12 appearances from that standpoint in that case. This is
13 probably the first time this case came up on a trial docket
14 from that standpoint, and he didn't appear for it.

15 So, obviously, a bench warrant was issued back in --
16 and then -- since, this happened since August 28th, 2018. A
17 situation where two officers went out, and he was never put
18 in federal arraignment or custody, in custody of the Federal
19 Court. He's always been in State Court from there because
20 of his own actions from that standpoint.

21 David Oglesby received a very severely injured leg. If
22 you want me to submit his medicals bills, I'm sure they can
23 almost meet the amount that the 485 that we're talking or
24 the 465 that we're talking about just in medical bills alone
25 not counting the manpower hours that the sheriff has spent.

1 You can imagine the authorities -- federal authorities
2 have been looking for this gentleman. Mr. Steen put a
3 \$20,000 ad -- put an ad saying \$20,000 reward for this
4 individual.

5 He has never been -- they've never been brought him
6 to -- never brought him to Court from that standpoint
7 according to the jail cause I told him, I said you pick this
8 individual up, I said we'll, you know, I want the body from
9 that standpoint, and that's what our position's always been
10 in this circuit. They still have not produced him.

11 We're not any closer, and he's been on the run since
12 August 28th, 2018. Today is March 11th, 2019. So, for
13 almost six months he's been on the run from that time.
14 Plenty of time to catch the individual. If you want me to,
15 I can supplement the hearing with numerous hours that these
16 police officers -- I guarantee the sheriff will be glad to
17 tell you what he's done, his officers has done, federal
18 authorities have done trying to locate this individual from
19 that standpoint.

20 I think the appropriate situation in this case is the
21 465,000 that he signed over from this standpoint or signed
22 in surety in this case. Based off the actions and
23 everything, obviously, the actions that he did at that
24 night. Luckily we're not dealing with more than -- the
25 injuries that the officer received that night. The car was

1 literally turned over on top of them and that's -- on top of
2 him.

3 So, Your Honor, didn't know if anything else you need
4 from me from that standpoint, but I think the Pope factors I
5 could easily make in the \$465,000 just in medical bills
6 alone for David Oglesby, the officer that was injured, the
7 time he spent, the surgeries he had at Spartanburg Regional
8 Hospital.

9 THE COURT: Did you have the exhibits there?

10 SOLICITOR BARNETTE: I do, sir, and I'd like to add
11 those in supplementing the arguments of the State also, Your
12 Honor.

13 THE COURT: Are you each in agreement that the
14 Defendant, Mr. Mayberry, was noticed to be present in Court
15 on October the 8th of 2018 on the trial docket, and that he
16 did willfully fail to appear, and a bench warrant was issued
17 for his arrest on October the 15th of 2018 for that
18 failure to appear?

19 MR. WILLIAMS: Your Honor, we're not capable of
20 admitting that because we don't know what the knowledge of
21 that Defendant was placed in. We don't know how that notice
22 was, was sent to him, and there's been no evidence that --
23 I, I guess notice to his attorney, Your Honor, might, might
24 suffice for that, Your Honor, but we can't---

25 THE COURT: Well, it would.

1 MR. WILLIAMS: We couldn't, we couldn't admit to that.

2 THE COURT: Well, do you, do you agree that the
3 bondsman was on notice to have him in Court on that day?

4 MR. WILLIAMS: Your Honor, the bondsman, I don't
5 believe, would say that he received notice of that nor
6 received notice that he had failed to appear on that
7 particular day. And I have the bondsman here who can -- who
8 could obviously testify.

9 THE COURT: Well, I'll, I'll leave that up to you about
10 whether or not you need to present testimony, but I have
11 State's Exhibit No. 1, which is the bail proceeding.

12 MR. WILLIAMS: Yes, sir.

13 THE COURT: You've got a copy of that?

14 MR. WILLIAMS: No, I, I don't, but I saw it when he
15 handed it up. I have no objection to that.

16 THE COURT: I'll let you, I'll let you look at it if
17 you need, but, but, according to the, the exhibit, it says
18 that, and this is the bond sheet that is the bond document
19 that is signed by the Defendant and -- well, maybe -- yeah,
20 signed by the Defendant and signed by Mr. Steen it appears.
21 And it says that the Defendant shall appear at the term of
22 General Sessions Court beginning July the 26th of 2018 at
23 nine o'clock AM, and shall remain there throughout the term
24 of Court, and, if no disposition is made during that term,
25 he shall appear and remain throughout each succeeding term

1 of Court until the final disposition is made unless
2 otherwise ordered by the Court.

3 And, of course, the, the Court schedule is, is a public
4 document that all bondsman, I assume, knowledge is imputed
5 to them, but certainly they, with any degree of diligence,
6 would get the docket to know what weeks of Court their
7 clients or customers, whatever you want to call them, are
8 suppose to be in Court after the initial appearance --

9 MR. WILLIAMS: Right.

10 THE COURT: -- which, in this case, was July the
11 26th.

12 So, are we in agreement that Mr. Steen is on notice
13 that Mr. Mayberry was suppose to be in Court on October the
14 8th of 2018?

15 MR. WILLIAMS: I, I think -- I think Mr. Steen was on
16 notice that his defendants had to be in Court on any date in
17 which their case was not handled, but there was no special
18 notice, to my, to my knowledge, that he received, other than
19 the, the general principle of law or the general statement
20 that's written in the bond form, which says that he shall
21 appear at any and all appearances.

22 Now, if they send a special notice, if it was served on
23 him or something like that, that's something I don't know
24 about. But I agree with Your Honor in regards to what the
25 bond form says, and that -- what -- with what the bond

1 requires.

2 THE COURT: Well, that's what I'm trying to get to. I,
3 I mean are, are -- I'm trying to find out what your position
4 is.

5 Are you in agreement that this bond did require Mr.
6 Mayberry to be in Court the week of October the 8th of 2018?

7 MR. WILLIAMS: Yes.

8 THE COURT: And that Mr. Steen was on notice of the
9 fact that he was required to have Mr. Mayberry in Court
10 during the week of October the 8th of 2018 in, in
11 compliance---

12 MR. WILLIAMS: Yes.

13 THE COURT: ---with the conditions of the bond?

14 MR. WILLIAMS: Yes.

15 THE COURT: Okay. All right. So, the knowledge part
16 is not an issue then?

17 MR. WILLIAMS: No, sir.

18 THE COURT: The question is was he here, and apparently
19 that's not in issue either since he, I think, y'all are in
20 agreement that he was not.

21 MR. WILLIAMS: He was not here, Your Honor.

22 THE COURT: Okay. All right. So, then the issue
23 simply is -- the Pope factors, is what -- is that what I'm
24 understanding you're telling me?

25 MR. WILLIAMS: I don't think that's the whole issue,

1 Your Honor. I think there's---

2 THE COURT: All right.

3 MR. WILLIAMS: I think that's unusual -- that unusual
4 question about what occurs when a, when a -- when there's a
5 Federal indictment which supersedes the State indictment.

6 THE COURT: I'm sorry. I, I did misspeak. Yes, you,
7 you also made the argument there was an intervening cause
8 which would prevent Mr. Steen from being able to fulfill his
9 obligation.

10 MR. WILLIAMS: Prevent or alleviate. One or the other,
11 Your Honor.

12 THE COURT: Okay.

13 MR. WILLIAMS: I agree.

14 THE COURT: All right. Okay. All right. I
15 understand.

16 All right. Now, do, do you have any other testimony or
17 evidence you want to present, Solicitor?

18 SOLICITOR BARNETTE: I can, Your Honor, if you want me
19 to. I didn't know we was gonna go into the Pope factors,
20 and things like that.

21 THE COURT: Well---

22 SOLICITOR BARNETTE: But I can---

23 THE COURT: ---you, you mentioned that you thought that
24 the medical bills of Mr.---

25 SOLICITOR BARNETTE: Oglesby. David Oglesby.

1 THE COURT: ---Oglesby was more than the amount of the
2 bond.

3 SOLICITOR BARNETTE: I can call right now and have---

4 THE COURT: If -- well, I -- we can do this if y'all
5 would like to. I'll leave it up to you how you want to do
6 it. You can either just do an affidavit or, or, or, excuse
7 me, do -- get a statement of the medical bills from the
8 providers.

9 SOLICITOR BARNETTE: Yes, sir.

10 THE COURT: And provide those to Mr. Williams, and, if
11 there's a question about that, then we can perhaps address
12 the need for testimony, but---

13 MR. WILLIAMS: Your Honor?

14 THE COURT: I mean they are what they are.

15 MR. WILLIAMS: They are what they are. I wouldn't
16 stipulate that those are expenses of the State.

17 THE COURT: No, no. I understand. I understand you.

18 MR. WILLIAMS: Those are just medical bills of an
19 individual who was -- who has medical problems.

20 THE COURT: That's right. In other words, it's,
21 it's -- I think the solicitor's offering those to show the
22 result or partial results of, of Mr. Mayberry not appearing
23 like he should have. It resulted in something else
24 occurring that ended up---

25 MR. WILLIAMS: Well, and, Your Honor, I wouldn't

1 stipulate that either because they were picking him up on a
2 warrant. It wasn't because he didn't appear for Court. As
3 to what these two officers were doing, they were in the
4 process of serving a federal warrant. Had nothing to do
5 with he -- whether he showed for Court or didn't show for
6 Court because that actually occurred before the time in
7 which the bench warrant was issued.

8 THE COURT: Oh, I'm sorry. Yeah, that was October the
9 28th. Excuse me. August the 28th, 2018.

10 Okay. In any event, you don't question the, the amount
11 of the, of the medical bills. You just question the
12 relevance of them.

13 MR. WILLIAMS: Yes, sir.

14 THE COURT: Okay.

15 SOLICITOR BARNETTE: And, Your Honor, just to put on
16 the record too, and I know Your Honor's familiar with it,
17 and I know Mr. Williams is from another circuit or whatever,
18 but basically just put this -- make sure it's part of the
19 record is the way we do it here is basically a first, second
20 appearance, and then we have a trial, which Madam Clerk
21 prepares and sends out, from that standpoint. All the
22 bondsman have access to it and everybody else does.

23 THE COURT: Well, as I understand it, they are
24 stipulating to the fact that the Defendant was suppose to be
25 here on October the 8th, that Mr. Steen was on notice that

1 he was to be here on October the 8th, and that, for whatever
2 reason, he did not appear on October the 8th. A bench
3 warrant was issued for his arrest, 90 days passed, and no
4 apprehension had occurred.

5 MR. WILLIAMS: Yeah, that's right, Your Honor. We're
6 not fighting the bench warrant.

7 THE COURT: Right.

8 MR. WILLIAMS: I think it was authorized.

9 THE COURT: Okay.

10 SOLICITOR BARNETTE: Bring up -- talking about the
11 bills and so forth, Your Honor, and I'll be glad to get an
12 affidavit getting the medical bills of David Oglesby.
13 Obviously---

14 THE COURT: Don't need an affidavit. I, I misspoke
15 there. Don't need an affidavit. Just, just the bills so he
16 can review them. If we need to do anything else with them
17 we can.

18 SOLICITOR BARNETTE: And then I also put in the any
19 manpower hours, whatever you need from that standpoint
20 showing the officers was working on this case.

21 MR. WILLIAMS: I'd like the right to Court -- I'd like
22 the right to cross-examine any type of testimony from any
23 deputies that are gonna testify in regards to what they did
24 or didn't do.

25 THE COURT: Okay. Who, who would you call to provide

1 that information?

2 SOLICITOR BARNETTE: Judge, it depends. Can we just
3 call the sheriff and he can tell that or I can call---

4 THE COURT: Okay.

5 SOLICITOR BARNETTE: ---numerous people.

6 THE COURT: All right. I tell you what. Y'all try to
7 resolve that, and we'll do it however we need to do it.

8 SOLICITOR BARNETTE: Yes, sir.

9 THE COURT: Whatever y'all can agree upon is what I'll
10 do or, otherwise, you just call whoever you wish to call to
11 provide testimony.

12 SOLICITOR BARNETTE: Yes, sir. I understand.

13 THE COURT: But we'll do that in another, another time.

14 SOLICITOR BARNETTE: Yes, sir.

15 THE COURT: But y'all discuss it and determine what
16 you -- how you'd like to proceed in that regard, and then
17 I'll be happy to schedule a time to have that heard.

18 SOLICITOR BARNETTE: Okay.

19 MR. WILLIAMS: Okay.

20 THE COURT: Okay.

21 MR. WILLIAMS: Thank you, Your Honor.

22 THE COURT: All right. Anything else?

23 MR. WILLIAMS: No, Your Honor.

24 THE COURT: Okay. Thank you.

25 SOLICITOR BARNETTE: Oh, there is one other thing, Your

1 Honor.

2 Usually my policy has been in the past when we have
3 somebody that's picked up or whatever, I would ask, since
4 this hearing is taken in advance -- has started, that I'd
5 ask that it not be part of the equation at this point, and
6 I'm not gonna drop this estreatment at this point because,
7 obviously, they have not picked him up at that point. So,
8 I'd just ask for the estreatment to continue until we get
9 the additional items in.

10 THE COURT: Well, I want y'all to find out what you
11 want to do. I'm gonna be here next, on Monday and
12 Tuesday---

13 SOLICITOR BARNETTE: Yes, sir.

14 THE COURT: ---for General Sessions Nonjury, and also
15 for Common Pleas Nonjury I think. So, I can hear it next
16 week.

17 SOLICITOR BARNETTE: Yes, sir. No problem.

18 THE COURT: If we need to.

19 MR. WILLIAMS: Okay.

20 SOLICITOR BARNETTE: Thank you, Your Honor.

21 THE COURT: Okay.

22 MR. WILLIAMS: Thank you, Your Honor.

23

24

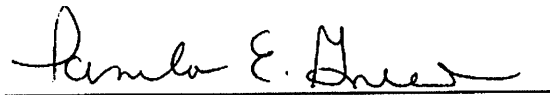
25 * * *END OF REQUESTED TRANSCRIPT OF RECORD* * *

C E R T I F I C A T E

I, Pamela E. Green, Official Court Reporter for the Seventh Judicial Circuit of the State of South Carolina, do hereby certify that the foregoing is a true, accurate and complete Transcript of Record of the proceedings had and evidence introduced in the trial of the captioned case, relative to appeal, in the Court of General Sessions for Cherokee County, South Carolina, on the 11th day of May, 2016.

I do further certify that I am neither of kin, counsel nor interest to any party hereto.

April 7th, 2019

A handwritten signature in cursive script, reading "Pamela E. Green", is written over a horizontal line.

PAMELA E. GREEN, Court Reporter

1 STATE OF SOUTH CAROLINA
2 IN GENERAL SESSIONS
3 COUNTY OF CHEROKEE

4 The State of South Carolina,
5 Petitioner,

6 vs.

Transcript of Record
Indictment: 2018GS1101402-04

7 Cornelius Sentell Mayberry
8 as Defendant
9 & John Steen d/b/a John Steen
Bail Bonding & Palmetto Surety
as Sureties,

10 Respondents.

11
12
13 April 18, 2019
14 Gaffney, South Carolina

15 B E F O R E:

16 The HONORABLE J. DERHAM COLE

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

18 Barry Barnette, Representing the Petitioner
19 Robert Williams, Sr., Representing the Respondent
20
21
22

23 SHARON G. HARDOON, CSR
24 Official Circuit Court Reporter, II
25

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1 THE COURT: The next matter is the State
2 vs. Mayberry, the defendant, Steen Bail Bonding
3 and Palmetto Surety Corp.

4 MR. BARNETTE: May it please the Court?

5 THE COURT: Mr. Barnette.

6 MR. BARNETTE: I believe when we ended,
7 Your Honor, we were continuing to basically prove
8 damages in this case. I think it was admitted on
9 the record that he did appear for roll call as
10 required. The Surety did not provide me with that
11 roll call. From there, the solicitor is going to
12 show damages.

13 The one thing that I thought about, I do
14 have a copy of Poke case. I know Mr. Williams
15 kept talking about the State had to prove this.
16 That's not what the Poke actually says, in my
17 opinion. I have a copy of that to hand to Your
18 Honor.

19 This case of the an Ex-Parte, Ned Polk
20 vs. Valenski in the state of South Carolina. The
21 cite on this is 354 South Carolina 8, 579 S.E.2d
22 329, Your Honor. In that case, if I'm reading it
23 correctly, Judge Alford did not allow the State to
24 enter any evidence of expenses they had. So,
25 basically, what they said, they sent it back,

1 reversed and remanded back for another hearing
2 from there. And they said in determining a bond
3 estreatment case whether the remission of
4 judgment, the trial court is not limited to just
5 considering actual costs of the State. There's
6 all kinds of other things they can consider, which
7 is listed in the case from there.

8 And the appearance bond portion with the
9 discretion of the trial judge, costs should be
10 considered of them, and the cost to the State as
11 well the purpose of the bond, the nature and the
12 willfulness of the default and determine where and
13 why the bond forfeiture should be remitted.

14 I just thought it was interesting, it
15 said, we don't have the prove it, but obviously
16 we're going to go forward and prove it in this
17 case, but obviously there's other factors that are
18 involved in this.

19 And just one other thing too, Your Honor,
20 the defendant has surrendered himself recently,
21 after we had our hearing. I'm sure one thing that
22 will be brought up about him, obviously,
23 surrendering himself after, I guess, what the
24 bondsman did. I'm not sure what he'll testify to.
25 The State vs. Mitchell, which I have copies of

1 this case too, 421 SE 365 report, 807 S.E.2d 193,
2 2017. It was actually a Supreme Court case.
3 Justice James wrote the opinion. In that case,
4 Your Honor, the State revoked -- moved to revoke a
5 surety bond, 150,000, due the defendant's numerous
6 violations, conditions from a pretrial bond
7 subject to house arrest, electronic monitoring.
8 Your Honor, they said, even when he surrendered
9 himself, that they were still liable for those
10 things. And I think, when you remember right, at
11 the end of the hearing, I said I'd go forward even
12 if the defendant was captured or surrendered from
13 there. So I just want to put those cases on the
14 record in this case, Your Honor.

15 MR. WILLIAMS: Do I need to respond to
16 those at this time, Your Honor?

17 THE COURT: When he gets through, I'm
18 going to let you.

19 MR. WILLIAMS: All right, sir.

20 MR. BARNETTE: Thank you, Your Honor.
21 I'd like to call Angela Jarrett to the stand, Your
22 Honor.

23 THE COURT: Oh, sorry. Go ahead.

24 MR. BARNETTE: Okay. Let me ask you
25 this, Mr. Williams. Is this a question of whether

1 or not the forfeiture ought to be confirmed or a
2 question -- or simply a question of whether it
3 ought to be remitted in part?

4 MR. WILLIAMS: Your Honor, we take the
5 initial position, as we argued at the first
6 hearing, is that this is one of the unique
7 situations where because of the fact that there
8 had been a Federal indictment or a Federal
9 indictment done, that there had been steps taken
10 by the U.S. Attorney to have the Sheriff, or have,
11 rather, the jailer of Cherokee County deliver him,
12 because there was actuality a bench warrant which
13 had actually been signed -- this has all been in
14 August -- for the pick up of the individual when
15 he was actually being -- he, referring to
16 Mayberry -- when Mayberry was being picked up on
17 that particular day, there were two officers on
18 the scene, as we understand it, one of them with
19 a dual representation, if you will, Your Honor.
20 That's what we discussed about this gentleman who
21 was -- I don't know if he was DEA or if he was --
22 he was some task force or something like that, but
23 he had affiliation with the Federal government
24 also.

25 And that's actually one of the issues

1 why, when we approached the Court earlier about
2 the fact that the defendant is not here, is that
3 we believe that this was an attempt to serve the
4 bench warrant on him by the Federal government --
5 by a representative of the Federal government to
6 have him arrested pursuant to the indictment which
7 the Federal government had already obtained. He
8 is currently in Federal custody.

9 So the position -- one of the positions
10 of the surety is that because of that, that the
11 bond which was posted by the bonding company on
12 the State charges should no longer be in effect
13 for estreatment. Because he was being arrested,
14 he was in custody with law enforcement in an
15 attempt to serve -- and, in effect, it was done
16 because he was in custody and then he broke
17 custody, or he escaped.

18 So that was, kind of, the first issue
19 that we had in regards to whether or not they owed
20 anything, is because we believe that because of
21 the intervening cause of him being arrested --
22 because there's been no other -- there's been no
23 other evidence that's been presented of any
24 violation of bad behavior.

25 And I noticed he brought up the Mitchell

1 case. Well, I handled the Mitchell case. I know
2 what the Mitchell stands for. It was not just --
3 because in that particular case, the individual
4 had shown up for every court appearance that he
5 was required to do. The reason why they estreated
6 the bond was because they had, if you will, a
7 bondsman who was not doing their proper job in
8 regards to what was being done. There were
9 allegations that the bondsman knew that the
10 defendant was out increasing his income, if you
11 will, Your Honor, by -- it was a monitoring case,
12 and they'd see him in areas where they thought
13 that he might be increasing his income.

14 If you actually read the case, Your
15 Honor, that he's handed up to you --

16 THE COURT: I have and I will.

17 MR. WILLIAMS: And that is exactly the
18 expansion which the government has done or which
19 the State has done, the Supreme Court has done.
20 Because for many, many years, it's always been
21 court appearance is always required of the
22 bondsmen, but they took their time to say that
23 what we're really focusing on is that you can
24 either -- you can even have your bond estreated if
25 you're showing up, if there's evidence that the

1 bondsman is not doing his job.

2 So I think that's what that -- I think
3 that's what that case represents.

4 So, we take the position of, one, they
5 shouldn't owe it to begin with, but, I mean, we
6 can move on with whatever costs they think are
7 affiliated with it.

8 I mean, the Poke case is actually
9 incorporated in 38-53-70, which is a statutory
10 provision which has the same things that Pope was
11 arguing, but we can move on with whatever costs
12 they think that they're entitled to.

13 THE COURT: Well, I just want to be sure
14 I understood what your position was today. So
15 your position is that you don't think the
16 forfeiture should even be confirmed because, even
17 though the surety did not present the defendant
18 for court, that he was in custody of the
19 government, even though not the State
20 government.

21 MR. WILLIAMS: Intervening cause, Your
22 Honor. I don't know if you remember, in that
23 first argument, I argued that -- Justice Toal had
24 argued in one of the earlier cases where the
25 defendant was in Georgia and there were three

1 reasons why the surety should be excused from its
2 obligations, one being death, one being some sort
3 of deal with which the person seeking the
4 estreatment bond was involved in it, and one is
5 the impossibility of performance.

6 In this particular case, there was an
7 intervening cause, if you will, Your Honor, that
8 being the interference with the Federal government
9 in terms of serving a bench warrant, which he was
10 locked up and then he left.

11 If they had wanted him in custody for the
12 State charges, they could have called him, he
13 would have gone down to the bonding company and we
14 wouldn't be here today, because, indeed, that's
15 how this all ended up. The bonding got him to
16 turn himself in.

17 So it was this intervening cause by the
18 Federal government that caused this problem.

19 THE COURT: Well, that's why I'm
20 referring to, actually, 17-15-180, a recognizance
21 being forfeited from ignorance or unemployable
22 impediment, and not from willful default.

23 MR. WILLIAMS: And it certainly is not
24 willful default because there was an intervening
25 cause for this particular situation that prevented

1 the bonding company from doing its job.

2 THE COURT: My point is: You're not
3 proceeding under 17-15-180. You're proceeding
4 under in 17-15-170 in that you feel like -- the
5 surety feels like that he was compliant.

6 MR. WILLIAMS: Number 1, that he did
7 everything he was supposed to. And, number 2, if
8 the Court deems that he didn't do everything he
9 was supposed to, then, I guess, we would move on
10 to the issues of --

11 THE COURT: Of 180?

12 MR. WILLIAMS: Yes, sir.

13 THE COURT: All right. Mr. Barnette.

14 MR. BARNETTE: Your Honor, I do disagree.
15 I do have the actual officer here today for this
16 hearing, so I can call him and we can clear this
17 up. He never was in custody per se.

18 THE COURT: You can anybody you want to.

19 MR. BARNETTE: No problem. I call
20 David Oglesby, Your Honor.

21 THE CLERK: Please raise your right hand.
22 Do you solemnly swear or affirm the testimony you
23 give to this Court is the truth, the whole truth,
24 and nothing but the truth, so help you God?

25 THE WITNESS: Yes, ma'am. I do.

1 WHEREUPON:

2 DAVID OGLESBY,
3 after having been sworn, testified as follows:

4 DIRECT EXAMINATION

5 BY MR. BARNETTE:

6 Q State your full name for the record, sir?

7 A David Wayne Oglesby.

8 Q Where do you work at, sir?

9 A Cherokee County Sheriff's Office.

10 Q And what is your position there, sir?

11 A There, I'm lieutenant and I guess you'd say
12 in the special investigation division,
13 narcotics.

14 Q And how long have you been with the Cherokee
15 County Sheriff's Department, sir?

16 A December 1991.

17 Q And do you work on a task force also, sir?

18 A Yes, sir, I do.

19 Q And what task force do you work on, sir?

20 A Homeland Security Investigation.

21 Q Okay. And what is your position with them, sir?

22 A A task force officer.

23 Q Okay. So you're actually employed by the Cherokee
24 County Sheriff's Office?

25 A Yes, sir. I'm assigned to that task force in

1 Greenwood -- Greenville's Office.

2 Q The event that led us to this today, could you
3 describe that. Who was you when that happened?

4 A That particular day, we had received the
5 orders to pick up Mr. Mayberry, so we were
6 instructed to go make an attempt to locate him.

7 So, at that time, I instructed --
8 Ronnie Painter came with me. We went and checked the
9 first house we went to that evening, the vehicle was
10 sitting there. So, I made a phone call to the other
11 officers in Greenville, if you all want to start this
12 way, we'll pick him up, put him in after he was
13 scheduled for Court the next morning for an
14 appearance.

15 Q And Ronnie Painter, what position does he have
16 with the Cherokee County Sheriff's Office?

17 A Ronnie's a captain at the Sheriff's Office.

18 Q Is he on the task force?

19 A No, sir.

20 Q He is a Cherokee County officer, employed from
21 there.

22 A Yes, sir, he is.

23 Q And the pick up order you all received, was that a
24 Federal pick up order?

25 A Yes, sir.

1 Q If you would, tell the Court what happened once
2 approached him, or what happened as you approached him
3 later?

4 A We had went by the house, seen the vehicle.
5 I remember the vehicle belonging to Mayberry.
6 Went up to Frederick Street, which was probably
7 two or three blocks away, and we were waiting for
8 everyone else to arrive. Ronnie seen the vehicle
9 that went across Frederick. We got in behind it
10 and initiated a traffic stop there on Union
11 Street. Walked up to the vehicle, Ronnie calls it
12 in. Mr. Mayberry was driving. I asked him, I
13 said, Mr. Mayberry, you got a license? He says,
14 yeah, I got a license. So he handed me his
15 license.

16 Well, at that time, Ronnie walks up, he opens
17 the back door, shuts the back door. No one is in the
18 back seat. Telling Mayberry, I said, we got warrants
19 on you and reached and grabbed his arm.

20 And at that time --

21 Q Take your time, sir.

22 A -- things kind of went south. We started
23 fighting.

24 I apologize.

25 Things went south and we started fighting.

1 The next thing I know, I hear the accelerator go to
2 the bottom, motor races. I get stuck in the window
3 fighting with him and the vehicle goes off the right
4 side of the road and flips over on top of me. I hear
5 glass breaking. The next thing I know, I wake up and
6 he's running around inside the car trying to get out.
7 He comes out, him and Ronnie start fighting. I keep
8 hearing Ronnie holler at him, don't grab my gun, quit
9 trying to grab my gun.

10 At that time, back and forth, I was in and
11 out. I remember seeing him run. I was screaming at
12 Ronnie to get me some help. I'm slightly
13 claustrophobic. And when I realized I couldn't move,
14 it was -- it was right ugly anyway.

15 So, anyway, I hear Ronnie -- Ronnie had
16 hollered at me, I'm trying to get you some help. I'll
17 get you some help. I look out through windshield
18 because the car is on top of me, and when I look
19 through the windshield, I see Mayberry running down
20 the street. I heard Ronnie telling him, I'll find
21 you, and, at that time, I kind of blacked out after
22 that for a little while.

23 Q And was you air lifted to Spartanburg Regional
24 from there?

25 A Yes, sir, I was.

1 Q And what injuries did you receive, sir?

2 A I ended up with two broke ankles. I had
3 surgery the day after. I received plates, screws,
4 wires in both ankles -- or wires in my left and
5 then plates and screws in both. I broke my
6 fibula, and some damage to my knees.

7 Q And how long was you out of work, sir?

8 A I came back light duty sometime before the
9 end of November. I can't give you an exact date.
10 I don't remember. I was in the office for
11 probably a month and a half. I sat home, I know,
12 for two and a half, three months.

13 Q And did you receive bills for Spartanburg Regional
14 concerning this?

15 A It all went to the State, but it was covered
16 under workmen's comp.

17 Q Okay. And I know you've seen a copy of this.
18 I've actually got the first one from Regional about
19 this, State's Exhibit 2. Are these the bills, at this
20 point? I realize you may have additional bills later.

21 A This appears to be. I'm sorry. I don't have
22 my glasses on. I'm doing the best I can.

23 Q I understand. But you've received surgeries there
24 on your ankles and on your legs?

25 A Yes. Multiple doctors visits, follow-ups.

1 Q And do you have any effects from this?

2 A Yes, sir. It's painful when you walk, and
3 when you first get up.

4 Q Did you get physical therapy and things like that?

5 A I had a couple months of physical therapy.
6 You know, like I said, I was non-weight bearing
7 for two months. So I actually slept in a hospital
8 bed in my living room.

9 Q So you never -- the only thing you ever had was
10 his arm? You never had anything else?

11 A Yes, sir. That's the last thing I remember,
12 was grabbing ahold of his right wrist. The next
13 thing is, I hear the accelerator on the car and me
14 and him back and forth fighting and that's
15 whenever -- the next thing I know is glass
16 breaking.

17 Q So he was never taken into custody to go in front
18 of a Federal magistrate or a Federal judge?

19 A No, sir. Ronnie -- Ronnie -- I don't know
20 what the situation was outside the car. I can't
21 speak for him. I can just remember hearing them
22 fighting. And during the fight, they'd bump into
23 the car and, you know, it would just rock back and
24 forth on top of my legs.

25 I remember I actually screamed at him,

1 quit hitting the car.

2 Q And he had state charges on him pending at that
3 time?

4 A Yes, sir. He did.

5 Q And did he have a GPS monitor on at that time, on
6 the detention monitor?

7 A I'm not aware of that.

8 Q Okay.

9 MR. BARNETTE: One moment, Your Honor,
10 please. Sir, please answer any questions opposing
11 counsel may have for you.

12 MR. WILLIAMS. Thank you. May it please
13 the Court?

14 CROSS-EXAMINATION

15 BY MR. WILLIAMS:

16 Q Officer, first, I'm sorry for your injuries even
17 though, obviously, I represent the other side.

18 A Yes, sir.

19 Q I'm certainly sorry about the injuries that you
20 have.

21 A Yes, sir.

22 Q The other individual who was with you on that
23 particular night, what was his name?

24 A Ronnie Painter.

25 Q And who does Ronnie Painter work for?

1 A He works -- he's a captain at the Sheriff's
2 Office.

3 Q Now, as I understand your testimony, you were
4 there to effect an arrest to secure Mr. Mayberry to
5 present before the Federal court the next morning; is
6 that correct?

7 A Yes, sir. We had received notice from the
8 USA that he had a court appearance, for an initial
9 appearance the next morning.

10 Q Right. Meaning that he had already been indicted.
11 There was a bench warrant for his arrest that had
12 already been issued from the Federal government to
13 have it served on him and put him in jail.

14 A We had received the indictment.

15 Q You had received the indictment and the bench
16 warrant.

17 A I didn't see the paperwork. My partner had
18 the paperwork.

19 Q Where is your partner today?

20 A He's on annual leave.

21 Q And I guess part of the reason I'm asking, my
22 understanding is that you were trapped in this car and
23 your partner was outside of the car, right? He was
24 outside of the car?

25 A I apologize, sir. Let me back up. My

1 partner I thought you were referring to Homeland
2 Security. That's what I call him, my partner.
3 That's a gentleman I work closely with every day.
4 Officer Painter is at work today.

5 Q Okay. So he is available?

6 A I can't state to that, but he was at the
7 office a little while ago.

8 Q When you say partner at Homeland security, so that
9 the record, I guess, is clear because -- I'm an old
10 man. I get confused pretty easily. Homeland Security
11 is some sort affiliation with the Federal government,
12 is it not?

13 A Yes, sir. It's a division of the Federal
14 government.

15 Q And are you a member of Homeland Security?

16 A I am sworn in under a Federal task force.

17 Q And by that, you are able to serve Federal
18 warrants, bench warrants, or arrest individuals who
19 have Federal charges and bring them before a Federal
20 judge?

21 A Yes, sir.

22 Q And that's what you were affecting on that
23 particular night?

24 A Yes, sir. That's what I attempting to do.

25 Q Now, it's probably too late to think about this

1 now. Knowing what you know, was there anything to
2 have prevented you from simply calling the bonding
3 company to have him -- to pick him up at the bonding
4 company since he had a monitor and he was under a bond
5 with the State for State charges?

6 A I'm sorry?

7 Q Could you have called the bondsman and had him
8 simply present himself to the bonding company and you
9 pick him up there?

10 A We could have, but that normally does not
11 happen.

12 Q So, after this event occurred, obviously you saw
13 Ronnie and Mr. Mayberry on the street. Did you say
14 you him across the way on the sidewalk, or is there a
15 sidewalk? I don't know.

16 A No, sir. There was no sidewalk. I mean --

17 Q Did you see the two of them together away from the
18 car? Because you told them to get off the car, but
19 did you see them away from the car?

20 A No, sir. The only person I seen, they were
21 apparently behind me. I was facing inside the
22 car. The gear shift was here. The steering wheel
23 was here. And if you can imagine -- if you got on
24 your knees to pray and you set your hind end back
25 on your heels and then dropped 2,000 pounds on

1 your legs.

2 Q You were squished?

3 A Yes, sir.

4 Q Well, you don't know -- and I'm suggesting that,
5 but it's really a question. You don't know whether or
6 not Ronnie actually put his cuffs on him or not, do
7 you?

8 A I can remember them saying afterwards that he
9 was handcuffed. I remember watching Mayberry run
10 down the street.

11 Q Okay. Well, I mean, I'm not saying he didn't run
12 away. But, if he had cuffs on him at some point in
13 time, you don't dispute that. You actually heard that
14 from your fellow law enforcement officers, correct?

15 A Yes, sir. I'm not disputed that he had cuffs
16 on him.

17 Q Okay. Now, in regards to the medicals bills that
18 you have, as I understand it, you -- fortunately with
19 the worker's comp, they've paid all your medical
20 bills, correct?

21 A Yes, sir.

22 Q Even though the solicitor didn't ask you this
23 question, I'm going to ask you the question: Did you
24 receive compensation while you were out, or did you
25 have to use up your annual leave? I don't know how

1 the Sheriff's Department --

2 A I used my sick leave.

3 Q You used your sick leave.

4 A Yes, sir.

5 Q So you didn't actually collect any money for that.

6 But then further down the road, hopefully, you'll get
7 some sort of disability money, maybe, under worker's
8 comp.

9 A Yes, sir.

10 Q You have an attorney representing you on that?

11 A Yes, sir. I do.

12 MR. WILLIAMS: That's all the questions I
13 have, Your Honor.

14 MR. BARNETTE: Just one or two on
15 follow-up, Your Honor.

16 REDIRECT EXAMINATION

17 BY MR. BARNETTE:

18 Q You said you all attempted to place him in
19 custody.

20 A Yes, sir.

21 Q Obviously, he ran away from the scene from there
22 and was never caught -- never was put in custody in
23 front a Federal magistrate.

24 A No, sir.

25 Q Or the judge at that point?

1 A No, sir.

2 Q So he never was booked in the Federal facility?

3 A No, sir.

4 Q And, as far as you know, he still has his State
5 charges pending?

6 A Yes, sir.

7 Q From there. And I'll have to ask the question of
8 Sheriff. Thank you.

9 A Yes, sir.

10 MR. WILLIAMS: One follow-up, I guess.

11 RECROSS-EXAMINATION

12 BY MR. WILLIAMS:

13 Q Do you know where the defendant is today?

14 A Yes, sir. I took him to Greenville
15 approximately a week ago after he turned himself
16 in.

17 Q So he is in a Federal holding --

18 A He is housed at the Anderson City Jail.

19 Q Which is where the Federal government houses some
20 of their Federal inmates?

21 A There and Spartanburg.

22 MR. WILLIAMS: Thank you, sir.

23 MR. BARNETTE: One question, Your Honor, just
24 to follow-up.

25 THE COURT: Okay.

REDIRECT EXAMINATION

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BY MR. BARNETTE:

Q When was the defendant turned in at the Cherokee County jail, do you know?

A Approximately a week ago.

Q Okay.

A I don't have the exact date.

Q He was in State custody at that point; is that right?

A Yes, sir. He was in State custody.

Q Was he placed in jail on a State bench warrant?

A Yes, sir.

Q And later on, he was transported and arraigned by a Federal judge?

A Two days later, after he turned himself in, I had him transported to Greenville.

Q Yes, sir. And that's when he was arraigned by the Federal judge.

A Yes.

MR. WILLIAMS: Your Honor, if I could get a follow-up since he obviously had more bites --

THE COURT: He's not through yet.

MR. WILLIAMS: Since he had one more bite at the apple.

THE COURT: Can he get through with what

1 he's doing?

2 MR. WILLIAMS: I'm sorry, Your Honor.

3 MR. BARNETTE: No problem.

4 BY MR. BARNETTE:

5 Q So he was -- it was a State bench warrant with
6 Cherokee County?

7 A As far as I'm aware, sir. Yes, sir.

8 Q So he didn't go in front of a Federal judge until
9 when?

10 A He turned himself in. I believe it was on a
11 Tuesdays and I picked him up on Thursday, I
12 believe it was, and transported him to Greenville
13 in front of Judge Jacqueline Austin. That's who
14 he had an initial in front of.

15 Q So that's where he had the initial and was actually
16 put in Federal custody at that point?

17 A Yes, sir.

18 MR. BARNETTE: I'd like to make that
19 State Exhibit 3.

20 MR. WILLIAMS: No objection to that, Your
21 Honor. That's the State bench warrant that was
22 issued.

23 (STATE EXH. 3, State bench warrant, was
24 marked for identification.)

25 MR. BARNETTE: May I approach the

1 witness, Your Honor?

2 BY MR. BARNETTE:

3 Q I'm showing you State Exhibit Number 3, sir. That
4 was the bench warrant that was issued that he was
5 actually taken in custody at -- or a copy of it,
6 obviously -- at the Sheriff's Department. Is that
7 right, sir, at the county jail?

8 A Yes, sir. I was not present when it was
9 served. But, yes, sir, it appears to be the bench
10 warrant.

11 MR. BARNETTE: Thank you, sir. Please
12 answer any questions opposing counsel may have.

13 THE WITNESS: Yes, sir.

14 RECROSS-EXAMINATION

15 BY MR. WILLIAMS:

16 Q Just a follow-up question. At whose election was
17 the State bench warrant served on him as opposed to
18 the order for bench warrant which was issued by the
19 Federal court? Why did you decide to use the State
20 bench warrant?

21 A I had no idea he was even in custody until I
22 had arrived for a meeting at the Sheriff's later
23 that evening.

24 MR. WILLIAMS: May I approach the
25 witness, Your Honor?

1 BY MR. WILLIAMS:

2 Q Is that a copy -- do you recognize that as a copy
3 of the order for the bench warrant from the Federal
4 government?

5 A Yes, sir. It appears to be signed by
6 Judge McDonald.

7 Q What is the date on that?

8 A August the 14th.

9 Q Do you know, when was the State's bench warrant
10 issued?

11 A It says October the 15th, 2018.

12 MR. WILLIAMS: May I approach again, Your
13 Honor?

14 Your Honor, we would move to introduce the
15 order for the bench warrant from the Federal
16 government as an exhibit into evidence.

17 MR. BARNETTE: No objection, Your Honor.

18 (DFT. EXH. 1, Bench warrant from Federal
19 government, was entered into evidence.)

20 MR. WILLIAMS: That's all the questions I
21 have for him, Your Honor.

22 MR. BARNETTE: I would ask the witness to
23 step down, Your Honor.

24 THE COURT: You may step down. Thank
25 you, sir.

1 MR. BARNETTE: Your Honor, I call Angela
2 Jarrett to the stand, please.

3 THE CLERK: Raise your right hand. Do
4 you solemnly swear or affirm the testimony you
5 give the Court will be the truth, the whole truth,
6 and nothing but the truth, so help you God?

7 THE WITNESS: I do.

8 WHEREUPON:

9 ANGELA JARRETT,
10 after having been sworn, testified as follows:

11 DIRECT EXAMINATION

12 BY MR. BARNETTE:

13 Q Ma'am, will you give your full name for the
14 record, please?

15 A Angela Jarrett.

16 Q And where do you work at, ma'am.

17 A I'm a part of Cherokee Medical Center, which
18 is a part of Spartanburg Regional.

19 Q And what are your duties there, ma'am?

20 A I'm the financial counselor for the entire
21 hospital.

22 Q Okay. Is one of your duties the financial records
23 concerning the bill, medical bills with patients?

24 A Yes.

25 (STATE EXH. 2, Copy of bills, was marked for

1 identification.)

2 BY MR. BARNETTE:

3 Q Let me show you what has been marked as State
4 Exhibit 2. Is this a copy of bills with David Oglesby
5 that he received from Regional as well the air lifting
6 that was done concerning him?

7 A Yes, sir.

8 Q And that's all the bills we have at this point, I
9 guess.

10 A Yes.

11 Q And I think the amounts come out to 82,000 --
12 could you read the amounts for the Regional?

13 A \$82,992.26.

14 Q And how much was the air lifting?

15 A Let me see in here. I think it was like
16 23.

17 Q I think it's 31.

18 A 31,000.

19 Q Yes, ma'am. Do you have that page?

20 A I may have left it out.

21 Q Let me make sure.

22 A Let's see. \$31,944.11.

23 Q That's it.

24 A Yes.

25 MR. BARNETTE: Your Honor, I'd like to

1 move these into evidence at this time.

2 MR. WILLIAMS: No objection, except as to
3 relevance, Your Honor.

4 THE COURT: Admitted.

5 MR. BARNETTE: Thank you, Your Honor.

6 (STATE EXH. 2, Copy of bills, was entered
7 into evidence.)

8 MR. BARNETTE: Ma'am, please answer any
9 questions that opposing counsel may have.

10 CROSS-EXAMINATION

11 BY MR. WILLIAMS:

12 Q Ma'am, what is your position?

13 A I'm the financial counselor.

14 Q For?

15 A Cherokee Medical Center, a part of
16 Spartanburg Regional as well.

17 Q State Exhibit Number 2, which you just looked at,
18 included charges of \$82,992.26, which reportedly is
19 the medical expenses related to -- who is that medical
20 expenses related to --

21 A To the patient.

22 Q Which patient?

23 A The officer that was injured.

24 Q What's his name?

25 A Let's me take a look. My documents only show

1 all the procedures on this patient, and my
2 documents don't have his name on it. Let me take
3 a look.

4 Q Okay. Well, let's just deal with what your
5 documents say.

6 A Okay.

7 Q On those documents that you have for the
8 \$82,992.26 --

9 A Yes, sir.

10 Q -- insurance only paid \$17,093.28; is that
11 correct?

12 A Yes, sir.

13 Q And the rest of that expense was written off; is
14 that correct?

15 A Yes, sir.

16 Q Now, in regards to the \$31,000 on the -- was it
17 31,000 for the helicopter transport?

18 A Yes, sir.

19 Q What connection do you have with the helicopter
20 transport? Are they a part of your medical group?

21 A It actually goes through a different
22 facility, which is still part of Spartanburg
23 Regional. We have, like, three different billing
24 departments that handles all the medical
25 proceedings and hospital helicopter rides, EMS,

1 different billing.

2 Q Got you.

3 A But it's all connected. But when a person
4 even gets the bill, he's still connected to one.

5 Q Okay. How much did insurance pay for that?

6 A Of the helicopter ride?

7 Q Correct.

8 A At this point, I show nothing yet.

9 Q And meaning that they just haven't paid yet; is
10 that correct?

11 A No, sir.

12 Q But do you know of any reason why insurance would
13 not pay in the same accordance as it did with the
14 medical bills that were paid?

15 MR. BARNETTE: Objection, Your Honor.

16 That's speculation by the witness.

17 THE COURT: What?

18 MR. BARNETTE: Objection. Speculation by
19 the witness.

20 THE COURT: I don't think she knows.

21 I'll sustain it.

22 BY MR. WILLIAMS:

23 Q So as it stands right now, that is an outstanding
24 bill which no one has paid yet.

25 A No, sir.

1 Q But at some point in time, one hopes that it is
2 paid in some manner.

3 A It's a possibility, yes.

4 Q Some paid, maybe some written off.

5 A Yes, sir. That's a possibility.

6 MR. BARNETTE: Objection, Your Honor.

7 MR. WILLIAMS: That's all the questions I
8 have, Your Honor.

9 MR. BARNETTE: Your Honor, we ask this
10 witness be excused.

11 THE COURT: She may be excused.

12 MR. BARNETTE: Your Honor, I'd like to
13 call Sheriff Mueller to the stand.

14 THE CLERK: Do you solemnly swear the
15 testimony you give to this Court will be the
16 truth, the whole truth, and nothing but the truth,
17 so help God?

18 THE WITNESS: Yes, I do.

19 WHEREUPON:

20 STEVE MUELLER,
21 after having been sworn, testified as follows:

22 DIRECT EXAMINATION

23 BY MR. BARNETTE:

24 Q Sir, please state your full name for the record.

25 A Steven Mueller.

1 Q And where do you work at, sir?

2 A Cherokee County Sheriff's Office.

3 Q And what's your position there, sir?

4 A Sheriff of Cherokee County.

5 Q And how long have you been in law enforcement,
6 sir?

7 A Twenty-nine years, sir.

8 Q And prior to being the Sheriff, where did you work
9 at, sir?

10 A Twenty years with the South Carolina Highway
11 Patrol.

12 Q Okay. In this event, when this happened with
13 David Oglesby and the event happened around
14 Mr. Mayberry in this case, when you learned about what
15 happened, what reaction did the Sheriff's Department
16 have?

17 A Immediately, you know, we were concerned
18 about our officer, number 1, and reaching out to
19 the family, getting his family notified, getting
20 them to the hospital. And then from that point,
21 we have another group of officers that were solely
22 tasked with trying to find the suspect and getting
23 him into custody.

24 Q And then did, also, Federal authorities also try
25 to join in too?

1 A Absolutely. That night, there was many
2 officers that were working that case throughout
3 the night, both at the local level as well as our
4 Federal partners.

5 Q Okay. And how long did you look for this
6 individual?

7 A We actually been looking for him since
8 August the 27th of 2018 up until the time he
9 turned himself in just a little over a week ago.

10 Q And did you prepare a document showing the man
11 hours that was done by both Homeland Security as well
12 as the Cherokee County Sheriff's Office?

13 A Yes, sir. I did.

14 Q How did you come up with that figure, sir, if you
15 can explain to the Court?

16 A Reached out to our Federal partners at
17 Homeland Security. They had officers dedicated
18 just for the search of Mr. Mayberry. They had
19 done a log where they had 930 hours, and the
20 figure that they provided to us was \$64,356. Just
21 within the Sheriff's Office, the man hours we had
22 was 990 hours, and the cost was 17,958.

23 In addition to that, I reached out to
24 Miss Doris Pearson who handles all the worker's comp
25 claims for the county. And at the time I contacted

1 her, she provided us a figure of worker's comp and
2 paid \$68,020.98 of medical bills at that time. And
3 she cautioned me that there was many more bills that
4 were unresolved. That that figure would certainly be
5 much higher.

6 Q Do you have the actual letter that you sent to me
7 about this originally?

8 A I do.

9 Q Can I see that letter, please?

10 A Yes, sir.

11 MR. BARNETTE: Your Honor, I have State
12 Exhibit 1. I'm just going to mark it for ID
13 purposes. I don't think he's contesting the
14 figures from the standpoint. He may ask him
15 questions.

16 MR. WILLIAMS: Judge, I didn't hear him.

17 THE COURT: It's not contested.

18 MR. BARNETTE: I'm assuming. Well, I'll
19 just enter this in. That way it will take care of
20 that issue. I'll make it State Exhibit 1.

21 (STATE EXH. 1, Letter concerning worker's
22 comp bills, was entered into evidence.)

23 MR. WILLIAMS: Other than the hearsay
24 nature of it, Your Honor, I have no objection to
25 the introduction of this document.

1 THE COURT: All right.

2 MR. BARNETTE: Thank you, Your Honor.

3 BY MR. BARNETTE:

4 Q And I believe you had a press release that was
5 released when the initial arrest was made, as well as
6 afterwards, after what happened with Dave Oglesby.

7 A That is correct, sir.

8 Q Okay. And, like I said, you continuously --
9 obviously, a severe injury to the officer and
10 everything from that point. You did receive a bench
11 warrant from the Court at a later date and you all
12 tried to execute that bench warrant also?

13 A Yes, sir. We did.

14 Q In working this case, you all tried to do
15 everything you could to find this individual?

16 A Yes, sir. We actually worked with the
17 bonding company when he cut the GPS off and went
18 to Spartanburg County to locate him. We actually
19 had some of our officers in the same area that day
20 looking for him as well. We were unsuccessful.

21 Q And he had a GPS monitor on at the time?

22 A He did, sir.

23 Q And what happened to that GPS monitor?

24 A He cut the GPS monitor off and throwed it off
25 to the side of the road in Spartanburg County.

1 Q And how much is that monitor worth?

2 A \$250.

3 MR. BARNETTE: Thank you, sir. If you
4 would please answer any questions opposing counsel
5 or the Judge may have for you.

6 MR. WILLIAMS: Just briefly, not much.

7 CROSS-EXAMINATION

8 BY MR. WILLIAMS:

9 Q The monitor that was cut off was the monitor which
10 was actually owned by the bonding company which was
11 cut off; is that correct?

12 A That is, I believe, correct.

13 Q Right. You all didn't -- the Sheriff's Department
14 didn't put the monitor on him, or no one else put the
15 monitor on him, as far as you know, except for the
16 bonding company which was on his bond?

17 A I'm not 100 percent sure on that. A lot of
18 times, we will put them on. Sometimes the bonding
19 company will take them out. They'll go to their
20 location, and they'll put the device on.

21 Q It was bonding company's monitor, wasn't it?

22 A I'm assuming it was.

23 Q It wasn't yours?

24 A I thought it was ours.

25 Q What did you do with it?

1 A Do what?

2 Q What did you do with the monitor?

3 A It was brought back and given to
4 Captain Padgett who is over the GPS program, sir.

5 Q All right. So you don't know what happened to
6 it?

7 A No, sir. I know it was recovered.

8 Q Now, on the 930 hours that you referenced, you
9 said that that was done by your -- you referenced it
10 as your Federal partners when you were testifying. I
11 guess that's Homeland Security. And, in essence, what
12 was happening in this particular case, you had a
13 bondman looking for him, you had Homeland Security
14 which is looking for him because of his Federal
15 charges, and then you had you looking for him because
16 you all had State charges; is that correct?

17 A Yes, sir. And there was some assistance from
18 the folks within DEA as well, sir.

19 Q And you know that there was a Federal bench
20 warrant for his arrest, a Federal bench warrant, and
21 then I think you said there was \$64,356 which was
22 assessed to you, which you have determined was from
23 Homeland Security; is that correct?

24 A That is correct, sir.

25 Q And who compiled that amount of -- who did the

1 compilations on that, somebody with Homeland
2 Security?

3 A Yes, sir. That figure was provided to us
4 through the supervisor with Homeland Security.

5 Q And, locally, one of your captains or something
6 did the figures of \$17,958 for Cherokee County; is
7 that correct?

8 A That is correct, along with one of our majors
9 who does the time sheets.

10 MR. WILLIAMS: All right, sir. That's
11 all the questions I have, Your Honor.

12 THE COURT: You can step down now, sir.

13 THE WITNESS: Thank you, Your Honor.

14 MR. BARNETTE: Your Honor, I have
15 Officer Painter here. He's not dressed. He
16 wasn't planning to be here, but he is. I just
17 wanted to caution the Court.

18 THE COURT: He's not dressed?

19 MR. BARNETTE: He dressed, but not dressed
20 appropriately for court.

21 THE COURT: Okay.

22 MR. BARNETTE: He apologizes for that.

23 THE CLERK: Do you solemnly swear or affirm
24 the testimony you give to the Court will be the truth,
25 the whole truth, and nothing but the truth, so help

1 you God?

2 THE WITNESS: I do.

3 WHEREUPON:

4 RONNIE PAINTER,

5 after having been sworn, testified as follows:

6 DIRECT EXAMINATION

7 BY MR. BARNETTE:

8 Q Please state your full name for the record.

9 A Ronnie Painter.

10 Q And where do you work at, sir?

11 A Cherokee County Sheriff's Office.

12 Q And what is your position there, sir?

13 A Captain over the narcotics division.

14 Q How long have you been in law enforcement, sir?

15 A Since August of 2000.

16 Q Okay. Back when this event occurred, was you with
17 David Oglesby?

18 A Yes, sir. I was.

19 Q If you would, tell us what did you all do and what
20 happened.

21 A It was August the 27th. We was attempting to
22 locate Mr. Mayberry for an arrest warrant the feds
23 had on him. We located the vehicle that he was
24 driving. I believe the address as 143 New Street
25 here in Cherokee County. We pulled surveillance

1 at that residence and David Oglesby actually
2 called the Rag at Homeland Security, I believe it
3 was, or it could have been special agent Paul
4 Criswell, and advised him where we was located,
5 the whereabouts of where we thought Mayberry would
6 be. They told us to standby. They was heading to
7 Cherokee County and they was going to go with us
8 after him on the warrant.

9 As we was waiting on the guy from Homeland
10 Security to show up, we spotted the vehicle leaving
11 the residence. We fell behind the vehicle.

12 Oglesby made a -- initiated his lights and
13 sirens for a traffic stop. We pulled the vehicle
14 over. I called the stop in. David Oglesby went to
15 the driver's side of the vehicle. I went to the
16 passenger's side. I heard Mayberry call David by
17 name. Identified him has Mayberry from the
18 passenger's side. I went around to the driver's side
19 of the vehicle with Lieutenant Oglesby.

20 At that time, advised him that he had an
21 arrest warrant. He started to pull his hands away a
22 little bit. Lieutenant Oglesby told him to put his
23 hands back on the steering wheel.

24 At that time, we went to open the door, and
25 he, kind of, pulled away again, so Lieutenant Oglesby

1 grabbed him by his wrist. At that time, I assisted in
2 that and got one handcuff on him. After that point,
3 we got in a struggle with him. He kept fighting and
4 pulling away. I go to the back door on the driver's
5 side of the vehicle and get inside the back and try to
6 help take him into custody.

7 At that time, he was able to pull away again
8 from Lieutenant Oglesby, place the vehicle in drive
9 and accelerate at an excessive speed. My feet was
10 dragging to the ground. I remember jumping in front
11 of the vehicle and rolling in the road. When I get
12 back up, the vehicle hit the embankment to the right
13 side. And when it hits the embankment, it turns over
14 on the driver's side, pinning Lieutenant Oglesby
15 underneath the vehicle, his lower extremities.

16 At that point, I run to the vehicle.
17 Mayberry is standing on top of Lieutenant Oglesby
18 trying to exit the vehicle. He was able to come
19 through the moon roof of the vehicle. When he made it
20 outside of the vehicle, I tried to apprehend him again
21 and get the other handcuff on him and take him into
22 custody.

23 At that time, while I was trying to take him
24 into custody, Lieutenant Oglesby was yelling. You
25 know, I didn't know how bad his injuries were. So I

1 was trying to apprehend him while I was trying to see
2 if he was okay.

3 We continued to struggle out in the road for
4 what it seems like a lot of time, but it probably was
5 just a couple minutes. I was able to get the
6 handcuffs on him, Mayberry. At that time, we
7 continued to fight. I remember holding him down and I
8 was reaching for my cell phone or my walkie talkie.
9 And during the altercation that we had, somehow I
10 knocked the phone and walkie talkie off and it was
11 dark. I couldn't see.

12 By then -- didn't know if we had any help
13 coming or anything. I called the traffic stop in, but
14 they didn't know that we was actually -- that there
15 was more on the side of the road.

16 So I had to make a decision then to either
17 hold Mayberry or either I needed to deal with my
18 partner who was screaming for his life. So I had to
19 let Mayberry go who fled down the road in his shorts
20 and handcuffs, and then I started assisting
21 Lieutenant Oglesby by trying to jack the vehicle up
22 with a personal jack that was in the vehicle. I also
23 called for fire EMS to respond to the scene, to bring
24 extraction equipment to be able to get
25 Lieutenant Oglesby.

1 Q So, basically -- obviously, you ordered him to
2 stay there and he didn't stay there?

3 A Yes, sir. I actually told him, I said,
4 listen, we can deal with this later. You know,
5 you got these charges. All you're doing is
6 hurting yourself by trying to flee. I said, we
7 got, you know, an agent that's hurt. You know,
8 let's assist, let's help -- I actually asked him
9 to help us free Oglesby and he still fled.

10 Q He fled at that point?

11 A Yes, sir.

12 Q You had the handcuffs on him but he fled. Did he
13 have a GPS monitor on him at that point, do you know?

14 A Yes, sir. He did.

15 MR. BARNETTE: Okay. Please answer any
16 questions opposing counsel may have for you.

17 MR. WILLIAMS: No questions, Your
18 Honor.

19 THE COURT: Step down.

20 MR. BARNETTE: Your Honor, that would be
21 the State's case at this point.

22 THE COURT: Okay. Mr. Williams.

23 MR. WILLIAMS: Your Honor, I believe we might
24 just have one witness. Tell the court reporter your
25 full name, your address, and what your position is.

1 THE WITNESS: Scott B. Willis. 109 River
2 Landing Drive, Charleston, South Carolina, and I'm
3 Palmetto Surety Corporation.

4 THE CLERK: Please raise your right hand.
5 Do you solemnly swear or affirm the testimony you
6 give this Court to be the truth, the whole truth,
7 and nothing but the truth, so help you God?

8 THE WITNESS: I do.

9 WHEREUPON:

10 SCOTT B. WILLIS,
11 after having been sworn, testified as follows:

12 DIRECT EXAMINATION

13 BY MR. WILLIAMS:

14 Q Scott, what is your position with Palmetto Surety?

15 A I'm the senior executive officer with
16 Palmetto Surety Corporation.

17 Q And when it comes to the formation or, I guess,
18 who runs the Palmetto Surety, are the top dog in that
19 particular company?

20 A Yes, sir, I am.

21 Q And how long have you been the CEO of Palmetto
22 Surety?

23 A Since 2013.

24 Q And are you familiar with this bond estreatment
25 matter in the matter of Cornelius Mayberry when he

1 escaped?

2 A I am.

3 Q Would you please tell the Court what efforts
4 Palmetto Surety did to apprehend this defendant? He's
5 in custody now, is he not?

6 A That's correct.

7 Q What did Palmetto Surety do?

8 A Well, initially when we presented the bond
9 itself, it went through an underwriting process.
10 In the State charges, the bondsman in this case
11 submitted a large bond approval. I reviewed the
12 case. We made sure collateral was put up on this
13 case, and it was I that insisted that the
14 defendant have a GPS unit. Due to his prior
15 convictions and stuff like that, we requested a
16 GPS unit.

17 I believe he had been reporting. And I
18 required a reporting process that was pretty much
19 weekly with the bond agent. The bond was issued.

20 And then in August, we learned that -- one
21 day I came to work, we learned during the nighttime,
22 or during the evening prior, he cut the monitor off,
23 which was in violation of his bond and that he was
24 being arrested on Federal charges. And during, what I
25 call a takedown, he was in custody but then he got

1 away after an altercation.

2 Q All right. When you referenced the cutting of the
3 monitor, are you referencing the monitor being cut
4 after what we just heard in the courtroom, him
5 escaping from the custody of the officers?

6 A That's correct.

7 Q All right. And what did you do on behalf of the
8 surety company to have him present for trial on these
9 charges that he had with the Federal government as
10 well as the State government?

11 A We immediately contacted the bondsman in this
12 case and went over what the situation was. There
13 wasn't a bench warrant issued by the State at this
14 time. It was all due to the Federal charges he
15 was trying to be apprehended on.

16 I first told the bail agent, please don't get
17 involved or get in the way of the Federal agency
18 trying to apprehend the person, but go ahead and start
19 working your community, your informants, your
20 indemnitors in the case. Let's go to the monitor
21 company and find out where he had been traveling.
22 That can be helpful to the law enforcement. And I
23 also looked at where his history was on the GPS and
24 certain key locations.

25 Q All right. And how did it progress until he was

1 turned in? Do you know when he was turned in or when
2 he was recaptured?

3 A Yes, I can't recall the date right now, but I
4 do remember the caption because we've been working
5 the case. Again, initially we didn't want to
6 interfere but we wanted to start working our
7 community. We allowed the bail bondsman to work
8 the case as much as he could.

9 Toward mid -- or mid December, then I took it
10 upon myself to start activating certain teams to go
11 assist the bondsman to help look full force, what I
12 call apprehension, that he was definitely -- we had no
13 good feel for him being caught so we brought our extra
14 resources to do that apprehension.

15 Q Tell the court what these extra resources
16 consisted of.

17 A One, the GPS itself was in one location. We
18 do a lot of data search. We do a lot of
19 surveillance. We brought in, actually, three
20 teams during this process. We offered reward
21 money. We went ahead and started interviewing the
22 indemnitors, letting them know what had happened,
23 if the bond had been forfeited or will be
24 forfeited. But we go into full mode working the
25 communities.

1 We probably had, out of the teams -- I'm just
2 guessing. I'd say over 20-something recovery agents
3 working the state when looking for a person.

4 Q All right. And what are some of those teams that
5 you had? Do you know the names of them?

6 A We brought a team up from Florida. We had
7 and team, some agents from North Carolina as well
8 working with the South Carolina agents here.
9 There was so many. Michael Woody out of North
10 Carolina came in and helped. Don Descia here was
11 one of the key individuals who actually got him
12 in.

13 Q Now, the gentleman you were talking about, what's
14 his name? You were pointing at him in the courtroom.

15 A Don Descia.

16 Q And what does he do? What affiliation does he
17 have with Palmetto?

18 A Well, he works with Palmetto on bail reform
19 issues and stuff like that. He also manages a
20 very large MGA that's throughout the Southeast.
21 But he's also got a team of some of the best
22 recovery agents I've ever seen, and I say that
23 even working 17 years in law enforcement. They
24 came in and did an excellent job with reward.
25 Working the informants and the indemnitors were

1 huge. We got the community involved. We were
2 working several groups trying to get information.
3 Neither one of the groups knew what we were
4 getting at this time, what this group told us from
5 this group, trying to pinpoint a location.

6 We did a lot of data search, which then led
7 to him turning himself in. He didn't really turn
8 himself in. Our agents drove him here.

9 Q Tell the Court exactly how he turned himself in.
10 What was trick to get him to turn himself in?

11 A Well, the person that he started communicated
12 with was also an indemnitor on the case. That
13 indemnitor on our case put his home up with us.
14 So if the bond was forfeited, we was going to take
15 his home. So he was under a lot of pressure to
16 help us get information. He is actually the one
17 who made contact with Mr. Mayberry and did an
18 excellent job working resources to figure out
19 where he was.

20 And he finally convinced him on the evening
21 -- and I will say that Mr. Mescia's team, he was
22 actually working two angles for the turn in because he
23 knew several groups were talking to him. And, again,
24 neither of those groups knew who was communicating
25 with each other.

1 But he finally turned -- he called the
2 gentleman whose home -- I think Logan put his home up
3 for collateral. He did surrender to him and
4 Mr. Steen, and Mr. Steen followed him to the
5 courthouse -- or to the detention center and turned
6 himself in.

7 Q How many hours on behalf of Palmetto was spent
8 looking for him?

9 A Oh, gosh. We worked 24/7 with 20 plus people
10 pretty much the whole time until he turned himself
11 in.

12 Q And you actually have a reward that was offered
13 for his turn in of how much money?

14 A \$20,000.

15 MR. WILLIAMS: That's all the questions I
16 have for him, Your Honor.

17 THE COURT: Mr. Barnette.

18 MR. BARNETTE: Thank you, Your Honor.

19 CROSS-EXAMINATION

20 BY MR. BARNETTE:

21 Q You said, sir, that he was reporting weekly.

22 A Yes, sir. Had he a check-in -- we had
23 established a check-in system with the agent and
24 also required a GPS unit.

25 Q Okay. Who did he check in with?

1 A Well, John Steen was the bail agent working
2 with him who did the case.

3 Q So he checked with him every week?

4 A I can't say checked every week. I knew there
5 was communication. There was definitely a GPS.

6 Q Now, you're recommending to this Court that he
7 checked in weekly. Did he not, or did he?

8 A There was a check-in system, yes, sir.

9 Q Is it weekly?

10 A I recommended a weekly check-in.

11 Q No. I'm asking you, did he check in weekly?

12 A That, I can't say.

13 Q Okay. Then, sir, basically the teams that you
14 brought in, was this after the first estreatment
15 hearing we had here, when those teams came in?

16 A No, sir.

17 Q Okay. Well, I've received from information, I
18 believe from your attorney from here. It was this one
19 right here, Mr. Descia, I think. I don't know if it's
20 the same fellow or not. Let me let you look at this
21 and make sure.

22 A Are you referring to the two weeks ago
23 hearing?

24 Q Yes, sir.

25 A No, sir. They were working both -- the teams

1 actually started working late December, mid
2 December. In that area.

3 Q Okay. Elite Risk Management was one team,
4 right?

5 A Yes, sir.

6 Q Let me show you this letter. It was actually
7 provided by your side. What date did they start
8 working on this?

9 A This one states February the 22nd.

10 Q Okay. This one, I think, to Don Descia from
11 Walterboro, when did he start working on it?

12 A April the 4th.

13 Q I think -- actually, reading the letter, I think
14 it's March 2019, isn't it?

15 A Excuse me. I don't have any glasses on.

16 Q Yes, sir.

17 A March 2019. I'm sorry.

18 Q So, actually, they started working, not in
19 December. They started working in these dates on
20 these letters; is that right?

21 A Yes, but internally with the surety, we
22 started working in December myself. I sent the
23 information we gathered from the GPS unit, so we
24 started late December working this case.

25 Q Okay.

1 A I'm telling you I directly worked this
2 case.

3 Q Yes, sir. I understand. When you mentioned the
4 teams, I had this information that didn't jive with
5 what I was hearing from that standpoint.

6 A Yes, sir.

7 Q You understand where I'm coming from.

8 And, obviously, he never replied to the
9 surety or whatever until -- wouldn't you agree that
10 the estreatment hearing kind of made things come to a
11 head from that standpoint?

12 A Well, in our world, the bail agents would
13 cover the southeast. Our bail agents work hard.
14 They do their job well beyond what I would expect
15 them to do. They try very hard.

16 The agency case, it was his case to handle.
17 We do speed up the process. Of course closer to the
18 court dates, we try to get more active in the case,
19 yes, sir. If the agent is not able to have control
20 over it or needs some assistance.

21 Q Okay. So we originally had the first hearing. Of
22 course, it got continued to today from that
23 standpoint. So did you all start picking up the
24 activity after that point?

25 A Yes. We did pretty much early on. I mean, a

1 bench warrant is a bench warrant. I come from law
2 enforcement and I take pride in what we're
3 supposed to do for the Court in getting the person
4 back here.

5 Q But, obviously, you all went out and looked. I
6 guess what my point is, law enforcement would start
7 looking that night originally; is that correct?

8 A You're talking about after the --

9 Q The Sheriff's Department and the Feds started
10 looking at that point for him. From the time this
11 incident occurred, they started looking for him.

12 A Yes, on the Federal indictment. A bench
13 warrant wasn't issued until October for the State
14 charges.

15 Q Okay. But October, since that time, obviously,
16 they kept looking for him still there. These teams
17 weren't called in until after, I guess, the first
18 estreatment hearing.

19 A No, sir. We started, like I said, GPS was
20 from August. The GPS, Mr. Steen has been working
21 since day one with that.

22 Q Well, I understand that, but that was Mr. Steen.
23 I mean, these teams didn't come in until February,
24 March?

25 A That's correct.

1 Q Okay.

2 A And those teams were the reason why he turned
3 himself in. They worked very hard to get him
4 turned in.

5 Q Well, let me ask you this question: If we had
6 settled the first estreatment hearing, he probably
7 wouldn't have turned himself in, would he? Or you
8 wouldn't have continued looking for him, would you?
9 Let's say the first hearing would have took care of
10 matter. You all probably would not have kept looking
11 for him, would you? At that time, would you?

12 A Well, if I had to pay the forfeiture, then
13 our job is done. We had to pay forfeiture.
14 That's the policy. I want him in court. That's
15 what we're supposed to do.

16 Q I understand. But obviously estreatment had
17 something -- to have him -- to bring him to court, to
18 force him to come in, like I said.

19 MR. WILLIAMS: Objection to the form of
20 the question, Your Honor. It's argumentative
21 and --

22 THE COURT: Well, it actually wasn't a
23 question, so put it in the form of a question.

24 MR. BARNETTE: Yes, sir. I'll rephrase.

25 BY MR. BARNETTE:

1 Q Before I get to that, who was the house surer, or
2 the person who put their house up for it?

3 A We had two homes put up in this case. The
4 gentleman -- there's a gentleman here who we
5 actually surrendered to. I want to say Logan is
6 the last name. I can't remember at this point.
7 But had his home put up as collateral in this
8 case.

9 Q Okay. So there was two homes put up?

10 A Yes.

11 Q Who was the owners of those homes?

12 A There was a female, I think, Angela, and
13 Mr. Logan. I don't have the paperwork in front of
14 me, but they are here today.

15 Q Do you have the document? Would you like to
16 refresh your memory of that documentation?

17 A I probably do not have that documentation in
18 my possession.

19 Q Would anybody on your staff? Would your attorney
20 have it?

21 A We have it in our office, yes, sir, in the
22 box there.

23 THE COURT: Mr. Williams probably has it.

24 MR. WILLIAMS: We actually have the bail
25 bondsman. He's got all the papers.

1 THE COURT: That's why I'm asking. He's
2 got it for you.

3 MR. BARNETTE: Okay.

4 BY MR. BARNETTE:

5 Q Was the first time anybody saw him was the night
6 that he turned himself in at the county jail?

7 A Yes, sir.

8 Q And prior to that time, the bondsman, nobody knew
9 where he was until that time?

10 A We had a good feeling of where he was, but
11 none came about. So truly, you know, even working
12 with, I think, the task force through some of the
13 agents working it, I think they even had a camera
14 and a location -- one of our pick-up teams, along
15 with somebody on the task force were communicating
16 and felt they had a good spot. And actually when
17 I saw him on camera, after I saw him, they said
18 they had an arrest.

19 MR. BARNETTE: Thank you, sir.

20 MR. WILLIAMS: No questions on
21 redirect.

22 THE COURT: You may step down.

23 MR. WILLIAMS: Your Honor, I call John
24 Steen.

25 THE CLERK: Please raise your right hand.

1 Do you solemnly swear or affirm the testimony you
2 give to this Court will be the truth, the whole
3 truth, and nothing but the truth, so help you God?

4 THE WITNESS: Yes, ma'am.

5 WHEREUPON:

6 JOHN STEEN,
7 after having been sworn, testified as follows:

8 DIRECT EXAMINATION

9 BY MR. WILLIAMS:

10 Q Mr. Steen, what is -- you're a bail bondsman; is
11 that correct?

12 A Yes, sir.

13 Q And are you the bail bondsman on the bond for
14 Cornelius Sentell Mayberry?

15 A Yes, sir.

16 Q And are you the -- are you the individual who
17 actually signed the bond which he got out of jail on?

18 A Yes.

19 Q Tell the Court exactly what -- how it progressed
20 in terms of your supervision of him? Did he check in
21 with you?

22 A He and his wife, I didn't have no problem out
23 of them. They checked in approximately every two
24 weeks. I didn't have no problem out of them.

25 Q All right. Now, did they have a monitor on?

1 A Yes. Yes, they did. Both of them.

2 Q And up until the date in which the Federal warrant
3 was being served on him, were you concerned as to
4 their appearing for court?

5 A No.

6 Q All right. When you learned that they had
7 escaped, what did you and your bonding company and
8 your associates do on this case?

9 A Well, not they. Him. Just him. Because his
10 wife, we didn't have no problem out of his wife.

11 Q Okay.

12 A But just him. What did we do? Like I always
13 do with anybody if they don't show up to court, I
14 get to work on them immediately. I don't wait.

15 Q So you didn't wait until February or March to get
16 the --

17 A I waited for nothing. Not only Mayberry, or
18 anybody else.

19 Q What day did you go to the work on it? The day
20 that he escaped?

21 A The day that I had found out that he had
22 gotten away from them, the county.

23 Q And what did you do?

24 A Started to search for him.

25 Q What did you do?

1 A Got in the community, asked questions, talked
2 to his wife, family. Everything that we possible
3 could do to start the process trying to apprehend
4 him.

5 Q And who helped you to apprehend him? What other
6 people with Palmetto helped you to apprehend him?

7 A Palmetto, yes. Palmetto came in the picture
8 big time. But who also helped me was a guy that
9 works on my team and people in the community, but
10 also who worked furiously was a guy that worked on
11 my team. You don't have to call him his name.
12 Mr. Logan.

13 Q All right. Now, obviously, you're a single
14 bondsman. How many bondsman in your office?

15 A Just me and my wife.

16 Q You and your wife. So Palmetto Bonding Company is
17 a lot bigger, isn't it?

18 A Oh, yeah.

19 Q And they can access a lot more people, if they
20 need to?

21 A Oh, yes.

22 Q So, who were the individuals who were guarantors
23 on the bond?

24 A Mr. Logan, young lady back there, Miss
25 Robenae, and some other people. Some in his

1 family signed papers for him.

2 Q All right. What about the real estate that was
3 pledged as security for the bond. Who signed those
4 mortgages or those evidence of indebtedness to you?

5 A Mr. Logan and the young lady back there and
6 her family, Miss Robenae.

7 Q Did that play an important part in Mr. Mayberry
8 turning himself in?

9 A Now, I've been listening to you all say he
10 turned himself in.

11 Q Okay.

12 A I think we need to clear that matter up.

13 Now, the way I see it, Mr. Mayberry
14 didn't just walk down to that jail and turn
15 himself in. Huh-uh. We drove him to the jail.
16 He didn't just turn himself in. And we got the
17 pictures to show it to prove that.

18 Q So how did you get your hands on him?

19 A How did we get our hands on him?

20 Q Yes.

21 A When we got to where he was, he surrendered.
22 He didn't give us no problem. He didn't give us
23 no problem. Now, I think the kid -- the guys in
24 there that worked with me -- you know, I looked at
25 what they put in the paper, talking about him

1 turning himself in and all that, ain't none of
2 that true.

3 Q Okay.

4 A We was the one carrying him to the door of
5 the jail. My team.

6 Q So where did you --

7 A April 2nd.

8 Q April 2nd of this year?

9 A That's right.

10 Q And how did you secure your hands on him. Where
11 was he when you got him?

12 A Now, Mr. Logan can answer that question
13 better than me.

14 Q Okay.

15 A The role I played -- the role I played was
16 being exactly behind Mr. Logan. I let him take
17 the point and the lead. I stayed behind with two
18 shotguns and two sets of handcuffs to make sure
19 that he wouldn't flee again, and that, you know,
20 we would get him to the jail. That was my role.

21 Q Did you take a videotape of him being turned in to
22 the jail?

23 A Yes, sir. I got it in my pocket.

24 Q So you actually have a videotape of your agents
25 with your cuffs on him all the way to the jail?

1 A We got pictures on this phone with him
2 being --

3 MR. BARNETTE: The phone is not supposed
4 to be in the courtroom.

5 THE WITNESS: It's off, Judge.

6 MR. BARNETTE: It's not supposed to be in
7 the courtroom.

8 THE WITNESS: I thought you might would
9 want to see it in case.

10 THE COURT: I might, if it's contested.

11 THE WITNESS: That's the only reason I
12 brought it in, is if you want to see it.

13 But on there you can see it clearly that
14 we got him apprehended, and that he is with us.
15 We carrying him to the jail.

16 THE COURT: Madame Clerk, can you take
17 the phone?

18 THE WITNESS: That's the only reason I
19 brought the phone in.

20 BY MR. WILLIAMS:

21 Q Okay. So you secured him and you brought him into
22 the jail and the individuals who had their -- do you
23 know how many hours you all spent looking for him.

24 A Every day. Every day, seven days a week.
25 What I'm saying is, I didn't give up on him. I

1 don't give up on none of them. If I have to come
2 after them, I don't quit.

3 MR. WILLIAMS: That's all the questions I
4 have for him, Your Honor.

5 MR. BARNETTE: May it please the Court?

6 CROSS-EXAMINATION

7 BY MR. BARNETTE

8 Q Mr. Steen, so you got this individual. You got
9 Mr. Mayberry?

10 A Me along with my team, that's right.

11 Q Your team. And who's your team?

12 A He's sitting in the courtroom. Mr. Logan.

13 Q Mr. Logan. Do you know what Mr. Logan's first
14 name is?

15 A Derrick.

16 Q Derrick. Okay, thank you.

17 So just you and him that got him?

18 A Well, yes. Yes.

19 Q Okay. And you all took him to the county jail?

20 A Took him to the county jail.

21 Q So Palmetto Surety, they weren't involved in any
22 of that, were they?

23 A Not that day, no.

24 Q No? Okay. So Mr. Logan got him to turn himself
25 in. Mr. Logan is one of the people that --

1 A Works for me.

2 Q Works for you, okay. How long has he worked for
3 you?

4 A Several years. Several.

5 Q Okay.

6 A Just about from day one.

7 Q Okay. I got a problem here. Is he one of the
8 people who put his house up?

9 A That too, yes.

10 Q Isn't that a conflict?

11 A Sir?

12 Q Isn't that a conflict? Isn't that a problem? I
13 mean, he works for you and he's putting his house up
14 and working with you?

15 A What's wrong with that?

16 Q Okay. Who was the other person who put their
17 house up, sir, if I could ask?

18 A She's back there. The young lady, Miss
19 Robenae.

20 Q Robenae. Is she also here?

21 A (Indicating.)

22 Q Okay. Do you know what Miss Robenae's first name
23 is?

24 THE WITNESS: Tell him your name.

25 MS. DEWBERRY: My name is Robenae

1 Dewberry.

2 MR. BARNETTE: Could she repeat that,
3 Your Honor?

4 COURT REPORTER: Your Honor, I didn't hear
5 that.

6 THE COURT: Miss Robenae Dewberry. How
7 do you spell that, Miss Dewberry?

8 MS. DEWBERRY: R-o-b-e-n-a-e.

9 MR. BARNETTE: Thank you.

10 THE COURT: And Dewberry?

11 MS. DEWBERRY: D-e-w-b-e-r-r-y.

12 BY MR. BARNETTE:

13 Q Okay. And you looked for this individual seven
14 days every week?

15 A Mr. Barnette, not only -- let me make this
16 clear.

17 Q Yes, sir. Please do.

18 A Not only Mr. Mayberry. I tried -- I try not
19 to have to go after anybody. But if I do, I don't
20 give up on him. I never have. That's -- that's
21 -- you know even him, I wasn't going to give up on
22 him.

23 Q Got you.

24 A Something has to give. I don't give up on
25 him. Caught, killed, or capture, that's the game

1 I play.

2 Q Yes, sir. And, obviously, you was in court when
3 the case was called here in state court on a bench
4 warrant.

5 A Yes.

6 Q And he was not present; is that right?

7 A Right.

8 Q Okay. And you said he checked in how often with
9 you?

10 A Approximately every two weeks, he and his
11 wife. I had both of them. Like I said, I didn't
12 have no problem out of them.

13 Now, the night that he -- the law went after
14 him, what transpired with them, I was at home in the
15 bed sleeping. I didn't know nothing about that until
16 the next day.

17 Q And who did he report -- who did she and him
18 report in to?

19 A To me.

20 Q How would they report to you?

21 A I talked to them on the phone.

22 Q So they didn't physically appear with you?

23 A Well, I went and visited once. I went and
24 visited once. I mean, if they were doing
25 something bad or wrong, I didn't know nothing

1 about it. But I didn't have no problem out of
2 them.

3 Q I understand. Where did you visit them at?

4 A At her mother's on New Street.

5 Q Okay. So when they called and check in with you,
6 you didn't know where they were at?

7 A Well, actually, no. But the phone never did
8 come up. None come out of Texas or California.
9 See one thing with the monitoring, they were not
10 to leave the state of South Carolina. That was
11 the biggest stipulation, that they could not leave
12 the state of South Carolina. And, as far as I
13 know, they didn't. As far as I know, they did
14 not. The monitoring company never did call and
15 report to me that, Mr. Steen, they up in
16 Charlotte, Greensboro, Raleigh, never, so I didn't
17 have no problem that way.

18 Q Yes, sir. Who was the monitoring company?

19 A They were out of -- was it Columbia?
20 Columbia.

21 Q Columbia? And what name is the monitoring
22 company?

23 A You have to give them the name.

24 THE COURT: We can't have people in the
25 audience testify. If you don't know, just tell

1 him you don't know. He can get it from
2 Mr. Williams.

3 THE WITNESS: Yeah, we got him. You can
4 get it from him.

5 BY MR. BARNETTE:

6 Q Okay. What number -- do you know number they
7 called you from, or anything like that?

8 A You mean the monitoring company?

9 Q Yes, sir.

10 A Not right offhand, no.

11 Q Did you ever receive any reports from that
12 monitoring company?

13 A No, sir. Reports?

14 Q Yes, sir. Did you receive weekly reports, monthly
15 reports?

16 A Not weekly. But if something went wrong, I
17 talked to them, I think, maybe once or twice. But
18 like I say, if they would leave the state, the
19 monitoring system would go off, but I never did --
20 never did have that problem.

21 Q Okay. But, you never really -- did you actually
22 call the monitoring company and say, hey, have they
23 been staying in the state of South Carolina? Do you
24 check that monitoring company?

25 A Yes. Yes, I did.

1 Q How many times did you check with them?

2 A About twice. I think I talked to him twice.

3 Q And who do you talk to down there?

4 A I forget the guy's name. The guy that came
5 and put the monitor on him. But we have his name.
6 You know, we got it. They're a South Carolina
7 company. We got his name, address and everything.
8 It's at my office.

9 Q Had you used this monitoring company before?

10 A I haven't. I haven't, but my parent
11 company -- Palmetto used them all the time.

12 Q Were they supposed to report to you or Palmetto?

13 A Well, I guess the both of us, if something go
14 wrong.

15 Q Did have you any documentation from them, or
16 anything like that?

17 A Say that again.

18 Q Did you have any documentation from them, anything
19 in writing?

20 A No. Because, like I say, I didn't have no
21 problem out of them.

22 Q I'm not talking about that. I'm talking about
23 from the monitoring company?

24 A Nope. Nope.

25 Q I noticed after we did the first estreatment

1 hearing, they started having teams come and work. Did
2 you work with those teams?

3 A I did. I did.

4 Q So they came after the first estreatment
5 hearing?

6 A After the first estreatment hearing -- Well,
7 I don't know if -- no, it was after he had escaped
8 the second time.

9 Q The second time.

10 A That's when he got away from Cherokee
11 County.

12 Q Was there a first time?

13 A No, he didn't escape me.

14 Q You said second time? I'm just checking.

15 A I misspoke. I ain't had but one problem out
16 of him that one time.

17 Q Okay. Now, Mr. Logan worked with you?

18 A Yes.

19 Q And what relationship is -- is he any relationship
20 to Mr. Mayberry or to you?

21 A No, no.

22 Q Okay. But did he know Mr. Mayberry?

23 A Did he know him? Oh, yes. He -- Mr.
24 Mayberry -- Gaffney a small place. About
25 everybody know a little bit of everybody.

1 Q He obviously knew him because he put his house up
2 as part of the collateral.

3 A Yeah.

4 Q Okay. Was the monitoring company -- now,
5 Mr. Logan works for you. How does he work with your
6 company?

7 A Mr. Logan worked with me on a part-time
8 basis. And if I have to go after somebody -- it's
9 a team of us. He goes with me. He try to get
10 information. He do what he possibly can.

11 Q Okay.

12 A He helps.

13 Q Okay. But he was part of the team -- your team
14 and he put up the collateral for this individual?

15 A Right.

16 Q Okay.

17 A And also, when I wanted it -- like I said,
18 help bring him in.

19 Q But he didn't come in until April 2, 2019.

20 A On this case?

21 Q Yes, sir.

22 A He come in -- you mean come in on the case?

23 Q No. I'm saying the defendant turned himself in,
24 Mr. Mayberry, on April 2nd?

25 A Mr. Mayberry didn't -- you call kind of

1 confused that he turned himself in.

2 THE COURT: He's already explained that
3 to you.

4 MR. BARNETTE: I know. Yes, sir. Yes,
5 sir.

6 BY MR. BARNETTE:

7 Q Let me put it this way: He was brought in --

8 A Right. He was brought in by us.

9 Q Yes, sir.

10 A I mean, I looked at -- you all put in the
11 paper, turned himself in.

12 THE COURT: He didn't say he -- you said
13 we put something in the paper.

14 THE WITNESS: I didn't say we. I said
15 they. They put it in the paper.

16 BY MR. BARNETTE:

17 Q Well, you realize I don't control the paper. Law
18 enforcement don't control the paper.

19 A That happened between you and Mr. Mueller,
20 that write up that was in the paper. It had to be
21 one of you.

22 Q Okay. Well, that's another debate for another
23 time, I guess.

24 A What they put in the paper was completely --
25 that was dead wrong.

1 Q Okay.

2 A You know, hey, if that's the way you all want
3 to have it, fine. I caught the guy. We got him.
4 We caught him.

5 Q Yes, sir.

6 MR. BARNETTE: One moment, Your Honor.

7 BY MR. BARNETTE:

8 Q Mr. Steen, your team, did you ever reach out to
9 the Sheriff, David Oglesby?

10 A Yes, sir. Let me explain that. I never get
11 any help out of Mr. Mueller. Listen to me.
12 Never. We had five meetings at my office. Mr. --
13 the county never came and helped us not one time.
14 I talked to Captain -- to the captain two or three
15 times to try to get him to come to the meetings,
16 tried to get him to help us, and to help me. They
17 wouldn't do it.

18 And that's not the only time. The county
19 does not help me. They won't come and help. The
20 chief, Chief Skinner, I don't have no problem out of
21 the chief. The city comes and helps if I call up and
22 ask. The county won't help John Steen at all, and
23 they didn't.

24 Q Did you ask him?

25 A I didn't ask him. I asked the captain, the

1 one in charge. But the other cases,
2 Sheriff Mueller, he won't help me.

3 Q Well, he's --

4 A I asked him on a case before. He won't help
5 me.

6 Q I mean, an officer was seriously injured. They're
7 looking for him. Wouldn't you think they would have
8 accepted any kind of information --

9 A If they was looking for him -- I mean, they
10 might have been. But what I'm saying is, we were
11 looking for him. You know, we were looking for
12 him too.

13 I was taught in school that all of us, we
14 supposed to work together, and that's it. It was
15 about five agencies of us. Five agencies. All of us
16 work together. Everybody, but Cherokee County
17 authorities and Cherokee County police. Cherokee
18 County never, even for one time, called John Steen's
19 office, and never did help. And never did come to a
20 meeting, and we had five meetings.

21 Q Who was at these meetings, sir?

22 A My team, Homeland Security, the City Police
23 Department, the Federal authorities, and the team
24 that was sent up from Charleston. Charleston sent
25 two teams.

1 Q Charleston, what Federal agency?

2 A I'm talking about Palmetto Surety.

3 Q Okay.

4 A But, like I said, I want you to keep in mind
5 that the Sheriff's Department never helped me, and
6 we supposed to be in this thing together. I would
7 have helped them if they needed some help, but
8 they won't help John Steen.

9 Q Well, you realize, Mr. Steen, it's your
10 responsibility, once you sign the bond, to have him
11 here in court.

12 A I understand that, Mr. Barnette.

13 Q And he wasn't in court that day.

14 A I understand that. But we all, our agencies,
15 are law enforcement.

16 Q Oh, you're a law enforcement agency?

17 A Here you go.

18 Q Yes, sir. What is that, sir, if you can describe
19 it for the record?

20 A You can see it, if you want to.

21 Q I'll be glad to. Thank you.

22 THE COURT: I'd like to see it, too.

23 MR. BARNETTE: Yes, sir. Let me share it
24 with defense.

25 THE WITNESS: The main thing to look at

1 is that State seal.

2 MR. BARNETTE: Your Honor, may I approach
3 the bench?

4 THE COURT: Yes, sir.

5 THE WITNESS: And they teach us at school
6 to work together.

7 BY MR. BARNETTE:

8 Q Mr. Steen, is that part of -- where did you obtain
9 that badge from?

10 A The State of South Carolina.

11 Q Okay. That doesn't make you law enforcement.

12 A That seal makes me law enforcement.

13 THE WITNESS: Am I right, Judge?

14 THE COURT: I'm not answering any
15 questions here. You're on the witness stand. You
16 don't want to know the answer to that either.

17 BY MR. BARNETTE:

18 Q It's your portion that you're law enforcement?

19 MR. WILLIAMS: Objection to the whole
20 line of testimony here. It doesn't really have
21 anything to do with the bond issue.

22 THE COURT: I think we probably covered
23 it.

24 MR. BARNETTE: Yes, sir. I understand.
25 Thank you, Your Honor.

1 MR. WILLIAMS: I have one short witness,
2 Your Honor.

3 THE COURT: You can step down.

4 MR. WILLIAMS: Don Mescia, M-e-s-c-i-a.

5 THE CLERK: Please raise your right hand,
6 left on the Bible. Do you solemnly swear or
7 affirm the testimony you're going to give this
8 Court to be the truth, the whole truth, and
9 nothing but the truth, so help you God?

10 THE WITNESS: Yes, ma'am.

11 WHEREUPON:

12 DON MESCIA,
13 after having been sworn to tell the truth, testified
14 as follows:

15 DIRECT EXAMINATION

16 BY MR. WILLIAMS:

17 Q Mr. Mescia, what is your title with Palmetto?

18 A Currently, Palmetto, I am the managing
19 general agent. I'm also legislative liaison, and
20 I do do closeouts, recoveries, apprehension, skip
21 search work.

22 Q All right. Do you know the name of the monitoring
23 company that was monitoring --

24 A Yes, sir. It's National Pretrial Services
25 out of Columbia, South Carolina.

1 Q All right, sir. And would you please simply tell
2 the Court what you did your line of picking him up.
3 What Palmetto did, I guess I should say.

4 A Okay. I am a current licensed South Carolina
5 bail agent. One we do work under the law guys.
6 Also, I do teach the classes here in South
7 Carolina, the 30-hour education classes.

8 What we did as far as -- again, like
9 Mr. Willis had said, we use like a bail agent to take
10 it as far as they can take it, at which point then we
11 will step in and try add aid.

12 It was approximately -- I would think the
13 13th I was actually called. I am out of
14 Walterboro, South Carolina. So the date that we
15 were called was March 12th. On March 12th, we did
16 come up here to Gaffney and we did interviews. We
17 interviewed Mary Mayberry, which I believe is here
18 today. Robenae Dewberry, which is here today.
19 Derrick Logan on a phone conversation, which is
20 here today. A Catherine Harrison. I don't know
21 if she's in the courtroom today. And a Robert
22 Jeffries. So we did physical phone and physical
23 interviews.

24 We also followed what we felt were known
25 acquaintances. One was the Robert Granton. Another

1 was Veronica Geitan. Another was TJ, and a Kevin
2 Tate, or Kean Tate. Those individuals we did put
3 trails on, followed them to see if they would bring us
4 anywhere or to any locations.

5 We did contact the GPS company, National
6 Monitoring Service. We got the locations to which we
7 were most currently -- you know, Don. We did
8 concentrate on those traces the most. I will say,
9 through the monitoring, there was out-of-state
10 location.

11 MR. BARNETTE: Your Honor, I'm going to
12 object at this point. Does he have the records
13 themselves here?

14 THE WITNESS: Just my notes.

15 THE COURT: Oh. Sustained.

16 THE WITNESS: Again, so we did go ahead
17 and we followed those individuals. We spent a lot
18 of time at one apartment complex, and that
19 apartment complex was Limestone Court. Limestone
20 Court was one place that we did surveil quite a
21 bit. We worked with, not only the local law
22 enforcement and the Sheriff's Department, we also
23 did work with the Federal government, which we
24 kept in constant with. We told them every time we
25 were going to do something so we did not interfere

1 with their investigation.

2 We traveled to Georgia. We traveled to
3 North Carolina. We went to the address from
4 Miss Mountain, and we also hit three different
5 addresses in Charlotte at which time none yielded
6 Mr. Mayberry.

7 On the 26th, the young lady who was here --

8 THE COURT: Excuse me. You're talking
9 about Mr. Mayberry?

10 THE WITNESS: Yes, Mr. Mayberry. Did not
11 yield Mr. Mayberry.

12 On approximately the 26th of March, I
13 started communicating through message to the young
14 lady Robenae, who is here today who we also had
15 her home. At which time, through a third party,
16 we were getting information that Mr. Mayberry was
17 getting close to turning himself in. We continued
18 daily communication. We continued to press to
19 press to press. We were given a date of turn in,
20 which was Tuesday, April 2nd. I was in a hotel
21 here in Spartanburg. I got the phone call
22 April 2nd that he followed through.

23 But this was something -- we had the text
24 messages back and forth that started on the 26th,
25 went to the 2nd, he did do what he said he was

1 going to do. But we did convince him May 26th to
2 start moving that way.

3 BY MR. WILLIAMS:

4 Q You said you were in the hotel in Spartanburg.
5 Where do you live?

6 A I live in Walterboro, South Carolina.

7 Q Approximately, how many hours did you and your
8 group work?

9 A We did about 350 hours.

10 MR. WILLIAMS: Okay. That's all the
11 questions I have, Your Honor.

12 MR. BARNETTE: Just a couple on
13 follow-up, Your Honor.

14 CROSS-EXAMINATION

15 BY MR. BARNETTE:

16 Q Sir, you started -- or were contacted about this
17 case on March 12th?

18 A Yes, sir.

19 Q Of this year, 2019.

20 A Yes, sir.

21 Q So you were contacted any time prior to this.

22 A We knew about the case, sir, but we weren't
23 contacted because other people were working it.
24 That's when we were asked to get involved.

25 Q Why did they ask you to get involved March 12th

1 and not August 27th?

2 A Other parties were from out of state. They
3 were doing more surveillance. We were the
4 licensed South Carolina bonding where we hold
5 licensure here. So, at that point, surveillance
6 was being done. When it came to the point where
7 all the surveillance necessary was done, at that
8 point, we were -- we took action. We were the
9 ones that were here to -- you know, if we did
10 locate Mr. Mayberry to be able to go ahead and
11 execute a lawful arrest.

12 Q Well, would you agree with me the estreatment
13 hearing itself, the first one, had something to do
14 with this?

15 A I would believe that any estreatment had
16 something to do with it. A portion estreatment or
17 a forfeiture is where the surety loses their
18 funds. So, of course, there's a deadline. And a
19 bond cannot be declared until 90 days after that
20 fact.

21 Q Sure.

22 A You know, there's also a thing down there for
23 Berkeley County which does state that -- I mean,
24 it's AAA, or AAAA vs. Ballard, that the bonding
25 company, they had all the way to the estreatment

1 costs to the hearing. They have up until the
2 hearing time.

3 Q Would you say that again, please.

4 A It was Court of Appeals. It was AAAA vs.
5 Ballard out of Berkeley County that stated that
6 the Court of Appeals had found that it was up
7 until the hearing time that the agent had to get
8 the party back into custody.

9 Q Well, you realize we've already one hearing and
10 this is a continuation of that first hearing.

11 A Okay.

12 Q Did you realize that?

13 A This is a continuation, yes, sir.

14 Q Okay. And you said before, the bench warrant has
15 to be -- asks you for 90 days before we can take any
16 estreatment action?

17 A That's correct.

18 Q And, obviously -- but you weren't notified when
19 his hearing -- I mean, you knew he missed his hearing
20 here in October of last year?

21 A We were told he missed his hearing in
22 October, yes.

23 Q Okay. And nothing was done -- nobody contacted
24 you or anything about that?

25 A I was not contacted, no, sir.

1 Q Okay. And you weren't contacted, like we said,
2 March the 12th.

3 A No, sir. I was contacted December 22nd when
4 the other team wrote their report, at which time
5 we said -- we went back through, looked at their
6 report, looked at the GPS monitoring, and then we
7 acted on March 12th, when we actually physically
8 came down and did interviews.

9 Q They contacted you December 27th?

10 A No. December 22nd. I was contacted
11 December 27th to go over their file.

12 Q Okay. But you never actually did anything until
13 March 12th.

14 A That's correct.

15 Q So why wasn't anything done earlier?

16 A There was things done, sir. You're taking it
17 out of context. I, myself, with Mr. Steen, he
18 went ahead and started day one. There were two
19 other recovery companies that did every day work
20 with the Sheriff's Department, worked with law
21 enforcement, and then were contacted as a third
22 entity. So it wasn't that people were not working
23 from day one. There were just different parties
24 that were working.

25 So it was a non-stop, ongoing investigation.

1 It just transferred hands.

2 Q Well, let me ask you this: You really don't have
3 personal knowledge of that because you weren't
4 contacted until December 22 -- or the 27th --

5 MR. WILLIAMS: I'm going to object to the
6 question because it's not a question.

7 MR. BARNETTE: I'll rephrase the
8 questions then.

9 BY MR. BARNETTE:

10 Q You were contacted until December 27th, 2018?

11 A 22nd.

12 Q Or 22nd.

13 A Yes, sir.

14 Q How do you know what was done before that?

15 A I just had their records that shows those
16 dates.

17 MR. BARNETTE: Thank you, Your Honor.

18 MR. WILLIAMS: And no questions on
19 redirect, Your Honor.

20 THE COURT: Step down.

21 MR. WILLIAMS: That you would be
22 defendant's case, Your Honor. No further
23 witnesses anyway.

24 THE COURT: Okay. Anything else?

25 MR. BARNETTE: I didn't know if you

1 wanted to hear arguments at this point.

2 MR. BARNETTE: How about you all do me a
3 brief and a proposed order, and then I'll decide.

4 THE COURT: Written brief and proposed
5 order. How much time do you want?

6 MR. WILLIAMS: I'm easy, Judge. It's up
7 to the solicitor.

8 MR. BARNETTE: Thirty days.

9 THE COURT: Okay. Thirty days.

10 MR. BARNETTE: Thank you, Your Honor.

11 MR. WILLIAMS: Thank you, Your Honor.

12 THE COURT: Thank you.

13 (The hearing was concluded.)

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CERTIFICATE OF REPORTER

I, SHARON G. HARDOON, Official Circuit Court Reporter, II for the State of South Carolina at Large, do hereby certify that the foregoing is a true, accurate and complete Transcript of Record of the proceedings had and evidence introduced in the hearing of the captioned case, relative to appeal in Cherokee County, South Carolina.

I do further certify that I am neither kin, counsel, nor interest to any party hereto.

May 28, 2019

Sharon G. Hardoon, CSR
Official Circuit Court Reporter, II

FILED IN OFFICE OF
CLERK OF COURT
CHEROKEE COUNTY, S.C.

2018 OCT 15 AM 9:11

BRANDY W. FOGUE

General Sessions
COUNTY OF CHEROKEE
STATE OF SOUTH CAROLINA

BENCH WARRANT

2018B1100100136

THE STATE

VS.

Cornelius Sentell Mayberry

112 Greenbriar Drive

Gaffney, SC 29341

(Last known address)

Date
Served

Served
By

Or

Date
Returned

Reason for
Return

Bench Warrant No. 2018B1100100136

Case No. 0000GS11

2018A1110100427-429

Drugs / Trafficking in Heroin, morph., etc., 14 g or
more, but less than 28 g; Drugs / Trafficking in
meth. or cocaine base - 400 g or more (felony, 25Y
to 30Y); Children / Legal custodian, unlawful
neglect of child or helpless person

Date Issued October 15, 2018

Soc. Sec. No.

Sex M Race B DOB

Height 510 Weight 185

Eyes Hair

Date Served Served by

DL No. 090566682 DL State SC

THE STATE OF SOUTH CAROLINA

COUNTY OF Cherokee

BENCH WARRANT
FAILURE TO APPEAR FOR
GENERAL SESSIONS
COURT WEEK OF
OCTOBER 8, 2018

THE STATE
VS.

Cornelius Sentell Mayberry

0000GS11

2018A1110100427

Drugs / Trafficking in Heroin, morph., etc.,
14 g or more, but less than 28 g

0000GS11

2018A1110100428

Drugs / Trafficking in meth. or cocaine base -
400 g or more (Felony, 25Y to 30Y)

0000GS11

2018A1110100429

Children / Legal custodian, unlawful neglect of
child or helpless person

To all and Singular the Sheriffs Deputy Sheriffs Constables and other Peace Officers of the said State Greeting:

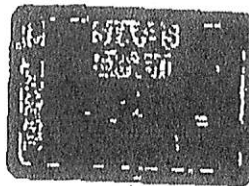
WHEREAS, at the Term of Court of General Sessions County Court for the County aforesaid, it was among other things Ordained
that a Bench Warrant should be issued for the arrest of Cornelius Sentell Mayberry

THESE ARE, THEREFORE, to command you and every one of you to make diligent search after the said above named and him
to take and safely keep until he be delivered to the keeper of the Common Jail of the County or discharged by due course of law. And
this shall be a good and sufficient warrant for you doing so, and for the keeper of said Jail receiving said above named from you and
keeping him safely until he be discharged by due course of law.

WITNESS, Brandy W. McBee, Clerk of Court of General Sessions and Common Pleas for the County of Cherokee,

October 15, 2018.

Brandy W. McBee
Judge 7th Judicial Circuit / Clerk of Court



COUNTY OF CHEROKEE)
)
 STATE OF SOUTH CAROLINA)

NOTICE DOCKET FOR October 8, 2018
 IN THE COURT OF GENERAL SESSIONS

PRESIDING JUDGE: The Honorable R. Keith Kelly

All defendants must be present at 9:00 a.m. on Monday, October 8, 2018, for docket call.

Jurors will report at 9:00 a.m. on Tuesday, September 9, 2018.

A bench warrant will be sought for any defendant not present.

Guilty pleas will be scheduled by the Judge.

FILED IN OFFICE OF
 CLERK OF COURT
 CHEROKEE COUNTY, S.C.
 2018 SEP 25 PM 2:48
 BRADY V. ARREST

	Defendant	Indictment	Charge	Solicitor	Defense	Bondsman
1.	Williams, Alan	17.01483, 01483A, 01484, 01484A, 01485, 01485A, 18.00039, 40	Attempted Murder X 3, Drugs X 2, Weapons X 3	Kendall	Moore	JAIL
2.	Morris, Roscoe L.	17.01157, 18.01110	Burglary 1 st , Shoplifting	Barry	Whelchel	JAIL
3.	Foots, Christopher D.	17.01136, 18.00142, 18.00612	C/L Robbery, Disseminate Obscene Material, Sexual Exploitation of a Minor	Leskanic	Moore	Cherokee / JAIL
4.	Jackson, Jr. Brady L.	16.00976	CSC w/Minor Under 11	Barry	Quinn	PR Bond
5.	Verrier, Aaron L.	17.01494, 1495	RA, DV 1 st	Smith	Craft	007 Baker Bail Bonds
6.	Lattimore, Tanashia J.	16.01131	DUI w/GBI	Barry	Morin	Cherokee
7.	Blackwell, Jr., Cecil E.	17.01192, 01193	Drugs, FTS 2 nd	Leskanic	Reckenbeil	Cherokee
8.	Adams, Carolyn	16.01596	HTO	Leskanic	Berry	Giggie's Bail Bonding / JAIL
9.	Shands, Zevonta Q.	17.00762	DV 2 nd	Smith	Pruett	Cherokee
10.	Cunningham, Gary T. [Arraignment]	17.00991, 18.00136, 2017A1110100287	DV 1 st x 2	Smith	Moore	Aarons Bail Bonds / JAIL
11.	Dyer, Deandre A.	18.00260, 00261	Unlawful Weapon, PWID Xanax	Leskanic	Berry	Cherokee
12.	Gaines, Joseph D.	18.00262	PWID Xanax	Leskanic	Moore	Cherokee
13.	Humphries, Thomas C.	17.00802	DV 1 st	Smith	Craft	Cherokee
14.	Hames, Jobe S.	17.01617	CSC with Minor 1 st	Barry	Berry	JAIL
15.	Logan, Ann M.	17.00962	BOF	Barry	Craft	Cherokee

30.	Moshier, Michael [Arraignment]	18.00788 - 790 2017A1110101061	Contraband, Drugs, PSV	Barry	File	Cherokee
31.	Hefner, Tyler E. [Arraignment]	18.01133 2018A1120200176	Burglary 2 nd	Barry	Epps	Cherokee
32.	Mullinax, Daniel L. [Arraignment]	18.01199, 18.01140 2018A1120200177	Unlawful Neglect, Burglary 2 nd	Barry	File	Cherokee
33.	Mathis, Timothy S. (Home Detention Violation Conversion)	16.01084	Drugs	Barry	Whelchel	JAIL
34.	Philpps, Shell D.	18.00026	Drugs	Kendall	Whelchel	Cherokee
35.	Poole, Joseph D.	17.01457	Grand Larceny	Kendall	Berry	Cherokee
36.	Waters, Charles D. [CDD Violation]	17.00415	Drugs	Kendall	Pruett	Cherokee
37.	Peterson, Justin M. [CDD Violation]	17.00891	Drugs	Kendall	Moore	Cherokee
38.	Mayberry, Cornelius S.	2018A1110100427 - 429	Drugs X 2, Unlawful Neglect	Barnette	Rhoden	John Steen Ball Bonding
39.	Parris, Fallon M.	16.01397, 198	Unlawful Neglect X 2	Kendall	Whelchel	Cherokee
40.	Trejo-Banos, Vicente	17.00295, 17.01077, 78	Drugs X 3	Kendall	Denton	JAIL
41.	Thompson, Ernest E.	17.00161, 162, 17.01392 01393	Drugs X 4	Kendall	Lapham / Whelchel	JAIL
42.	Pondleton, Cheyanne N.	18.00202, 18.00385	Unlawful Neglect, Drugs	Kendall	Epps	Cherokee / JAIL
43.	Tate, Cameron B. [Arraignment]	18.01007 (2017A1110100911, DV 2 nd)	DV 1 st	Smith	Rhoden	Cherokee / JAIL

Spartanburg Regional Healthcare System
 101 East Wood Street
 Spartanburg, SC 29303-3040
 800-281-5346

THIS IS NOT A BILL

Cnty Cherokee
 201 N Limestone St
 GAFFNEY SC 29340

The following document contains the requested services for Cnty Cherokee (Guarantor #400009246). If you have any questions, please contact customer service.

Charges	Insurance Payments	Patient Payments	Adjustments	Total Balance
82,992.26	-82,992.26	0.00	0.00	0.00

Admission to Spartanburg Medical Center - Main Campus (Adct #150005890975)

August 27, 2018 to August 30, 2018

Statement of Charges for Admission to Spartanburg Medical Center - Main Campus

Charges				
08/27/18	25500000	IOPAMIDOL PER 1 ML (0270-1316-35)	100	426.60
08/27/18	25800000	SODIUM CHLORIDE PER 500 ML (0338-0049-04)	1	138.66
08/27/18	70450	HC CT HEAD WITHOUT CONTRAST	1	1,299.12
08/27/18	71045	HC RADIOLOGIC EXAM CHEST SINGLE VIEW	1	376.64
08/27/18	71260	HC CT LUNG WITH CONTRAST	1	2,233.14
08/27/18	72125	HC CT CERVICAL SPINE WITHOUT CONTRAST	1	1,648.54
08/27/18	73552	HC RADIOLOGIC EXAM, FEMUR, MIN 2 VIEWS	1	377.99
08/27/18	73590	HC RADIOLOGIC EXAM, TIBIA AND FIBULA 2 VIEWS	1	517.41
08/27/18	73630	HC RADIOLOGIC EXAM, FOOT MINIMUM 3 VIEWS	1	784.52
08/27/18	74177	HC CT ABDOMEN AND PELVIS WITH CONTRAST	1	4,662.27
08/27/18	80053	HC CMP	1	89.60
08/27/18	85025	HC BLOOD COUNT; COMPLETE (CBC) WITH AUTOMATED DIFFERENTIAL	1	78.39
08/27/18	99285	HC ED VISIT LEVEL 5	1	2,432.49
08/27/18	G0659	HC ALCOHOL BLOOD MEDICAL	1	126.00
08/28/18	11000000	HC ROOM & BOARD - PRIVATE	1	1,696.70
08/28/18	25800000	DEXTROSE 5% IN LACTATED RINGERS PER 1000 ML (0338-0125-04)	1	138.66
08/28/18	25800000	DEXTROSE 5% IN LACTATED RINGERS PER 1000 ML (0338-0125-04)	1	138.66
08/28/18	63600000	ENOXAPARIN PER 10 MG (0955-1004-10)	4	75.39
08/28/18	73610	HC RADIOLOGIC EXAM, ANKLE MINIMUM 3 VIEWS	1	797.96
08/28/18	80048	HC BMP	1	79.52

Service Date	Code	Description	Quantity	Amount
08/28/18	85027	HC BLOOD COUNT; COMPLETE (CBC)	1	63.84
08/29/18	11000000	HC ROOM & BOARD - PRIVATE	1	1,696.70
08/29/18	25000000	DEXMEDETOMIDINE IN 0.9 % NACL 200 MCG/50 ML (4 MCG/ML) SOLUTION (0409-1660-50)	1	195.35
08/29/18	25000000	EPHEDRINE SULFATE 50 MG/ML SOLUTION (42023-216-01)	1	360.17
08/29/18	25000000	STERILE WATER PARENTERAL SOLUTION (0409-7990-09)	1	6.45
08/29/18	25800000	DEXTROSE 5% IN LACTATED RINGERS PER 1000 ML (0338-0125-04)	1	130.66
08/29/18	25800000	LACTATED RINGERS PER 1000 ML (0338-0117-04)	3	415.97
08/29/18	36000030	HC SURGERY 211-240 MIN	1	27,144.06
08/29/18	37000000	HC ANESTHESIA SRVCS (T) PER MINUTE	1	49.28
08/29/18	37000000	HC ANESTHESIA SRVCS (T) PER MINUTE	244	12,024.32
08/29/18	63600000	ALBUMIN HUMAN 5% PER 50 ML (68516-5214-3)	2	345.58
08/29/18	63600000	BUPIVACAINE PF 0.5 % (5 MG/ML) SOLUTION (55150-170-30)	1	6.48
08/29/18	63600000	CEFAZOLIN PER 500 MG (0409-0805-11)	4	526.69
08/29/18	63600000	CEFAZOLIN PER 500 MG (63323-238-61)	4	34.22
08/29/18	63600000	FAMOTIDINE 20 MG/2 ML SOLUTION (63323-739-12)	1	1.86
08/29/18	63600000	GLYCOPYRROLATE 0.2 MG/ML SOLUTION (0143-9602-01)	1	161.86
08/29/18	63600000	HYDROMORPHONE PER 4 MG (0641-0121-21)	1	7.65
08/29/18	63600000	HYDROMORPHONE PER 4 MG (0641-0121-21)	1	7.65
08/29/18	63600000	HYDROMORPHONE PER 4 MG (0641-0121-21)	1	7.65
08/29/18	63600000	HYDROMORPHONE PER 4 MG (0641-0121-21)	1	7.65
08/29/18	63600000	HYDROMORPHONE PER 4 MG (0641-0121-21)	1	7.65
08/29/18	63600000	HYDROMORPHONE PER 4 MG (0641-0121-21)	1	7.65
08/29/18	63600000	KETAMINE 100 MG/ML SOLUTION (0143-9509-10)	1	22.68
08/29/18	63600000	LIDOCAINE PF 20 MG/ML (2 %) SOLUTION (55150-165-05)	10	20.08
08/29/18	63600000	ONDANSETRON PER 1 MG (0409-4755-18)	4	195.03
08/29/18	63600000	PHENYLEPHRINE PER 1 ML (76014-004-30)	1	110.93
08/29/18	63600000	PROPOFOL 10 MG/ML EMULSION (63323-269-50)	23	25.76
08/29/18	63600000	PROPOFOL 10 MG/ML EMULSION (63323-269-50)	27	30.24
08/29/18	71000002	HC RECOVERY INITIAL 121-180 MINUTES	1	3,383.31
08/29/18	73600	HC RADIOLOGIC EXAM, ANKLE 2 VIEWS	1	454.69
08/29/18	73600	HC RADIOLOGIC EXAM, ANKLE 2 VIEWS	1	454.69
08/29/18	76001	HC FLUOROSCOPY GUIDANCE FOR NEEDLE PLACEMENT	1	1,211.76
08/29/18	80048	HC BMP	1	79.52
08/29/18	80307	HC DRUG SCREEN, QUALITATIVE MULTI CLASSES	1	492.00
08/29/18	85027	HC BLOOD COUNT; COMPLETE (CBC)	1	63.84
08/29/18	A4649	HC SUPPLY REV CODE 278 W/HCPSC A4649	1	4,669.04
08/29/18	A4649	HC SUPPLY REV CODE 278 W/HCPSC A4649	1	2,061.20
08/29/18	C1713	HC SUPPLY REV CODE 278 W/HCPSC C1713	1	364.78
08/29/18	C1713	HC SUPPLY REV CODE 278 W/HCPSC C1713	1	364.78
08/29/18	C1713	HC SUPPLY REV CODE 278 W/HCPSC C1713	1	335.98
08/29/18	C1713	HC SUPPLY REV CODE 278 W/HCPSC C1713	2	729.56
08/29/18	C1713	HC SUPPLY REV CODE 278 W/HCPSC C1713	2	671.96
08/29/18	C1713	HC SUPPLY REV CODE 278 W/HCPSC C1713	3	1,007.94
08/30/18	25000000	STERILE WATER PARENTERAL SOLUTION (0409-7990-09)	1	6.45
08/30/18	63600000	CEFAZOLIN PER 500 MG (63323-238-61)	4	34.22
08/30/18	63600000	ENOXAPARIN PER 10 MG (0955-1004-10)	4	75.39
08/30/18	97162	HC PT MODERATE COMPLEXITY EVALUATION	1	533.27
08/30/18	97530	HC PT THERAPEUTIC ACTIVITIES, EA 15 MIN	1	113.12

Service Date	Code	Description	Quantity	Amount
08/30/18	97542	HC PT WHEELCHAIR MGMT/TRAIN, EA 15 MIN	1	155.67
		Total Charges		79,005.14
		Insurance Payments and Adjustments		
10/10/18	2000	INSURANCE PAYMENT	1	-16,086.78
10/10/18	3000	CONTRACTUAL WRITE-OFF	1	-62,918.36
		Total Insurance Payments and Adjustments		-79,005.14

Admission to Spartanburg Medical Center - Main Campus (Acct #150005930075)

August 27, 2018 to August 30, 2018

Service Date	Code	Description	Quantity	Amount
		Charges		
		Charges for visit with Lynsey Yulee Ebel, DO		
08/27/18	99285	EMERGENCY DEPT VISIT HIGH SEVERITY&THREAT FUNC	1	536.50
		Charges for visit with Robert Barry Hird, MD		
08/28/18	99222	INITIAL HOSPITAL CARE/DAY	1	319.98
08/30/18	99239	HOSPITAL DISCHARGE DAY MANAGEMENT	1	251.72
		Total Charges		1,108.20
		Insurance Payments and Adjustments		
09/27/18	2000	INSURANCE PAYMENT	1	-329.50
09/27/18	3000	CONTRACTUAL WRITE-OFF	1	-106.22
09/27/18	3000	CONTRACTUAL WRITE-OFF	1	-135.98
10/22/18	2000	INSURANCE PAYMENT	1	-233.50
10/22/18	3000	CONTRACTUAL WRITE-OFF	1	-303.00
		Total Insurance Payments and Adjustments		-1,108.20

Admission to Spartanburg Medical Center - Main Campus (Acct #150005927284)

August 29, 2018

Service Date	Code	Description	Quantity	Amount
		Charges		
		Charges for visit with Phillip Hubbard, CRNA		
08/29/18	01480	ANES OPEN PROC BONES LOWER LEG/ANKLE/FOOT NOS	16	2,640.00
		Insurance Payments and Adjustments		
09/27/18	2000	INSURANCE PAYMENT	1	-300.00
09/27/18	3000	CONTRACTUAL WRITE-OFF	1	-2,340.00
		Total Insurance Payments and Adjustments		-2,640.00

OFFICE VISIT to MGC Immediate Care Center Gaffney (Acct #150005948547)

September 04, 2018

Service Date	Code	Description	Quantity	Amount
		Charges		
		Charges for visit with Robert Wayne Kaemmerlen, MD		
09/04/18	99214	OFFICE-OUTPATIENT VISIT	1	238.92
		Insurance Payments and Adjustments		
10/08/18	2000	INSURANCE PAYMENT	1	-143.50
10/08/18	3000	CONTRACTUAL WRITE-OFF	1	-95.42
		Total Insurance Payments and Adjustments		-238.92



P.O. Box 708
West Plains, MO 65775

Return Service Requested

patientaccounts@amgh.us
Phone: (877) 288-5340

INComCon

David Oglesby
408 Grassy Pond Rd
Gaffney, SC 29341-3505

Patient Name: David Oglesby

Call Number: 3991813343A-

Date Of Call: 08/27/2018

Loaded Miles: 19.0

Base: M040-*Med-Trans Corp GHS Med-Trans

From Location: LZ - Hwy 18 & E Buford St
Gaffney, SC 29340

To Location: Spartanburg Rgnl Hlthcare Sys
Spartanburg, SC 29303

Federal Tax ID:45-0439149

<u>DESCRIPTION OF CHARGES</u>	<u>HCPC</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
Base Rate Rotor Wing	A0431	1.0	25220.00	25220.00
Loaded Miles Rotor Wing	A0438	19.0	270.00	5130.00
Oxygen and Oxygen Supplies	A0422	1.0	815.46	815.46
ALS disposable Supplies	A0398	1.0	289.20	289.20
EKG Monitoring 3 Leads	93041	1.0	117.39	117.39
Night Call	A0800	1.0	372.06	372.06

TOTAL CHARGES: \$31,944.11

MT

D

3991813343A



P.O. Box 708
West Plains, MO 65775
Return Service Requested

patientaccounts@amgh.us
Phone: (877) 288-5340

Today Is: 04/11/2019

Account Number: 3991813343A

Date of Service: 8/27/18

Spartanburg County Courthouse
180 Magnolia Street
Spartanburg, SC 29306

Recipient's eMail:

Patient's Name: Oglesby, David W

Description	Qty	Amount	Total
Billing Records	1	\$ 0.00	\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
Total for this Invoice			\$ 0.00

\$ 0.00

Charges are due upon receipt, and considered delinquent after 30 days.
Please include a copy of this invoice with your payment

Contact Medical Records at medicalrecords@amgh.us or 866-286-1827
with any questions you might have regarding this invoice.

CERTIFICATE OF COUNSEL

The undersigned hereby certifies that the Record on Appeal contains all material proposed to be included by any of the parties and not any other material.

December 18, 2020

A handwritten signature in blue ink, appearing to read "Robert T. Williams, Sr.", written over a horizontal line.

Robert T. Williams, Sr., Bar No. 6149
Jason T. Yonge, Bar No. 102869
Williams, Stitely & Brink, PC
200 East Main Street
Post Office Box 2390
Lexington, South Carolina 29072
(803) 359-9000
Attorneys for Appellant

RECEIVED

Dec 18 2020

SC Court of Appeals

STATE OF SOUTH CAROLINA

COURT OF APPEALS

APPEAL FROM CHEROKEE COUNTY

COURT OF GENERAL SESSIONS

The Honorable J. Derham Cole, Circuit Court Judge

Indictments Nos 2019-GS-11-01402, 2019-GS-11-01403 and 2019-GS-11-01404

Appellate Case No.: 2020-000771

The State of South Carolina Respondent,

v.

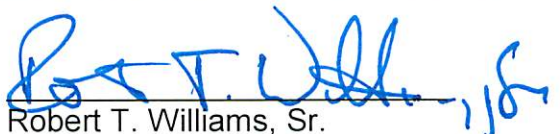
Cornelius Sentell Mayberry, Defendant, John Steen d/b/a John Steen
Bail Bonding and Palmetto Surety Corp., as Surety Appellants.

PROOF OF SERVICE

I certify that I have served the **Record on Appeal** on the Respondent by depositing copies of it in the United States Mail, postage prepaid and by email at the email addresses provided by the Attorney Information System (AIS), on December 18, 2020, addressed to Alan McCrory Wilson, Esquire, Attorney General, S.C. Attorney General's Office, Post Office Box 11549, Columbia, South Carolina, 29211, email, awilson@scag.gov; William M. Blich, Jr., Esquire, Assistant Attorney General, S.C. Attorney General's Office, Post Office Box 11549, Columbia, South Carolina, 29211, email, wblitch@scag.gov, and Barry J. Barnette, Solicitor, Seventh Judicial Circuit, 180 Magnolia Street, Spartanburg, South Carolina 29306, email, bbarnette@spartanburgcounty.org.

I further certify that all parties required to be served have been served.

Dated: December 18, 2020


Robert T. Williams, Sr.
Jason T. Yonge, Bar No. 102869
Williams, Stitely & Brink, PC
200 East Main Street
Post Office Box 2390
Lexington, South Carolina 29072
(803) 359-9000