

Christopher Lee Davis, Appellant
Appellate Case No. 2021 000850
v.

The State of South Carolina,
Respondent,

RECEIVED

OCT 08 2021

SC Court of Appeals

Dear sirs,

I am petitioning this court to do a judiciary review of sentence, in the ruling by the Honorable Keith Kelley. In this motion I am asking this esteemed court to reduce my sentence to (3) three years of incarceration as I agreed to with the solicitor. I have formulated this petition based on, what I consider unprecedented reasons. For this enclosed motion, cont.

LEGAL
MAIL
ONLY

October 3, 2021

On July 18, 2021 an attorney, James Cheek, Esq., came to see me at the Spartanburg County Detention Center. He asked if I was willing to plead guilty in my two (2) cases. I informed Mr. Cheek that I was, but only with a negotiated plea bargain. He said that would not be an issue.

On July 22, 2021 I was brought to the temporary courtroom to have my hearing. As court was proceeding I asked Deputy Lindley, the court appointed officer, to contact Mr. Cheek and ask if he was able to reach a deal with the solicitor. He responded, on the court appointed telephone, that continued

LEGAL
MAIL
ONLY

October 3, 2021

... he indeed had reached a deal with the solicitor. The deal was (0) zero to (3) three years, open plea with a cap of (3) three years incarceration. I then stepped out of the court during the break and spoke with Mr. Cheek on the phone. He verbally told me the same thing he had sent on the phone, adding probation was very likely. I said, ok, believing this was an agreed plea bargain.

My contention is that in the current court settings (covid court, if you please), if my acceptance and acknowledgement of video/electronic hearing is sufficient for my guilty plea and signature,

LEGAL
MAIL
ONLY

continued

p. 4 of 5

October 5, 2021

... them. The same standard applies to the court. Therefore holding the Solicitor, my attorney, the Judge and myself to a binding contract or agreement of a (3) yr. incarcerated cap. plea bargain. The solicitor acknowledged said deal, and I accepted it, in the court proceedings.

With all of that as it is and was, Judge Kelley should have either:

- ① ~~Accepted the deal and imposed sentencing based on the plea bargain.~~
- ② Passed the hearing to another court or Judge if he did not agree to comply.

continued LEGAL MAIL ONLY

③ Set the verdict aside; ordering a term of probation and restitution in lieu of our deal.

I believe this court will see that I earnestly believed I had a deal in place, and am asking only that the same rules for our impromptu system hold true the real sense of justice. Especially, for someone who acknowledges their guilt and is asking to put the matter behind him after

③ three years of delays. I thank you and look forward to your response in this matter.

Sincerely,
Christopher L. Davis
Christopher L. Davis
SCDC # 386045

LEGAL MAIL ONLY

Christopher L. Davis SCDC # 386045
Kirkland Correctional Institution # 225-1
4344 Broad River Road
Columbia SC 29210

RECEIVED

OCT 08 2021



U.S. POSTAGE >> PITNEY BOWES



ZIP 29210 \$ 000.53⁰
02 4W
0000378357 OCT. 06. 2021

SC Court of Appeals

South-Carolina Court of Appeals
PO Box 11629
Columbia, South Carolina

29211-162929



29211

LEGAL
MAIL
ONLY