

STATE OF SOUTH CAROLINA)
 COUNTY OF RICHLAND)
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 The State of South Carolina,)
)
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 vs.)
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 RICHLAND COUNTY)
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 Deandre Basil Moye;)
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)
 Tajei Lewis)
)
)
Defendant.)

IN THE COURT OF GENERAL SESSIONS

Warrant Numbers:

2015A4021602633; 34

2015A402160023; 21

NOTICE OF MOTION TO REMOVE THE
 ELECTRONIC MONITORING CONDITION
 OF BOND AND TO DECLARE THE
 ELECTRONIC MONITORING PROGRAM
 NULL AND VOID AND IN VIOLATION OF
 THE UNITED STATES AND SOUTH
 CAROLINA CONSTITUTIONS AND STATE
 LAW

2016 MAR 30 PM 3:58
 FILED
 RICHLAND COUNTY
 J. W. McBRIDE
 J.C.P. & G.S.

TO: SAQUISHA TOBIN AND JESSICA GODWIN

YOU WILL PLEASE TAKE NOTICE pursuant to Rule 4 of the South Carolina Rules of Criminal Procedure that counsel will move before this Court on April 4, 2016 at 9:30 a.m. or, as soon thereafter as this matter may be heard, for an order removing the electronic monitoring conditions of bond and to declare the Richland County Electronic Monitoring Program (EMHDP) null and void and in violation of the United States and South Carolina Constitutions. This notice is also a formal request for the Solicitor's Office to have the above-named Defendants transported to the Richland County Judicial Center from the Alvin S. Glenn Detention Center for the hearing of this matter.

Defendant Moye was arrested on November 14, 2015 and was charged with Possession of a Stolen Motor Vehicle, value \$10,000 or more, and Possession of a Stolen Weapon. Municipal Court Judge Dana D. Turner set bond on November 15, 2015 in the amount of a \$20,000 surety bond with

SCANNED

the added condition of mandatory electronic monitoring pursuant to the Richland County Electronic Monitoring and Home Detention Program. Defendant Moye remains incarcerated at the Alvin S. Glenn Detention Center.

Defendant Lewis was arrested on January 30, 2015 and charged with Attempted Murder and Possession of a Weapon During a Violent Crime. At that time his bond was denied. On May 6, 2015, Judge Tanya Gee set bond in the amount of a \$50,000 surety bond with the added condition of electronic monitoring pursuant to the Richland County Electronic Monitoring and Home Detention Program. Defendant Lewis remains incarcerated at the Alvin S. Glenn Detention Center.

The Richland County Electronic Monitoring Program is operated by Offender Management Services, LLC (hereafter "OMS"), a private corporation housed within the walls of the Fifth Circuit Solicitor's Office working in conjunction with members of that office. The EMHDP was created by an administrative order signed on June 9, 2014 by Judge Robert Hood who at that time was the Chief Judge for Administrative Purposes for General Sessions in Richland County. Solicitor Dan Johnson has contracted with this private corporation to monitor defendants who have charges pending in his office and who are currently on bond where monitoring has been ordered by the court. OMS is a for profit, private corporation whose employees have been provided office space by the Solicitor's office rent free for at least the last 18 months.¹ By the terms and protocols of the program, this private corporation is exercising

¹ On March 7, 2016, undersigned counsel sent an email to Emily Burn requesting the names of all of the employees working for OMS in Richland County and for information regarding where those employees' offices are located. Ms. Burn did not respond to the request for information but instead referred the request to recently retained counsel for OMS, Lake Summers. Mr. Summers emailed counsel on March 8, 2016 asking that she give him a call in regards to the email that had been sent to Ms. Burn. Counsel returned the call and spoke with Mr. Summers and reiterated the request for information regarding how many employees were working in Richland County and where. Mr. Summers indicated he would look into it and get back to counsel. As of the date of

unrestrained supervisory power over charged defendants who have not been convicted of any crime without any Constitutional protections being applied. This corporation, working hand in hand with the Solicitor's office, has the power to incarcerate a defendant without notice or a hearing in advance and the power to track at all times the real time location of a monitored defendant. Their power exceeds the power of a bonding company who wishes to re-commit a defendant. A bonding company may only re-commit without a prior hearing if the defendant poses an imminent threat. And even then the bonding company must immediately file affidavits with the court and a hearing is set. The power granted to OMS also exceeds the power of the Solicitor's office when that entity seeks to revoke a bond. In that instance, the solicitor must file a motion and the judiciary must make that determination. Under the monitoring program, a lay person with the approval of the Solicitor can incarcerate a defendant without any judicial involvement. In other words, there are procedural safeguards in place to ensure compliance with statutory and Constitutional law in every other setting by which a defendant on bond is re-incarcerated other than when a defendant is sent back to jail under the EMHDP. This arrangement further provides an unprecedented setting in which a prosecuting agency is not only able to track charged defendants, but they also have the unfettered authority by the exact terms of the monitoring contract that every defendant must sign, to search monitored defendants' homes, vehicles, or person without limitation at any time they so choose and for whatever reason they may choose. In determining whether or not to order electronic monitoring for a defendant, a judge in Richland County has no authority to make individual considerations regarding monitoring of a specific defendant before that judge. The judge is constrained by the June 9, 2014 administrative order creating the EMHDP. For instance, a judge cannot even consider

this filing, neither Mr. Summers nor Ms. Burn has provided a response or answer to this inquiry. To the best of Counsels' knowledge OMS continues to operate out of the Solicitor's office.

addressing the issue of fees for an indigent defendant. By the terms of the contract, all of the fees for monitoring must be paid by the defendant. A judge cannot consider ability to pay and cannot place a defendant on a sliding scale. He or she must order the defendant to pay all of the fees. These fees amount to \$259.00 a month and must be paid and current until the date upon which the Solicitor decides to call the monitored defendant's case to trial.

These issues have been raised by undersigned counsel to the Solicitor's office. A meeting was held with Dan Goldberg and Paulette Edwards on January 28, 2016. At the conclusion of that meeting Mr. Goldberg asked undersigned counsel to provide a letter memorializing some of the concerns raised so that it may be provided to the Solicitor. That letter was forwarded on February 19, 2016. On March 3, 2016 counsel received notice that the Solicitor had been informed of the concerns raised and that the Solicitor's office would not be able agree to make any changes to the monitoring program or attempt to resolve the issues raised by counsel. This pleading follows.

I. The EMHDP was not legally formed under the authority of law.

The EMHDP was not legally formed under the authority of any law, be it state law or county law. The electronic monitoring conditions affixed to the Defendants' bond conditions should be removed and struck as null and void as there is no authority in the law for this program. Additionally, Defendants ask this Court to declare the EMHDP as formulated under the June 9, 2014 order, null and void as it was not formed according to the authority of law but was created by an administrative order signed by the Chief Judge for Administrative Purposes. This order exceeds the scope of authority of a Chief Judge for Administrative Purposes. A copy of the June 9, 2014 order is attached to this motion.

II. The EMHDP is operating in violation of the Equal Protection Clause of the United States Constitution and Article I, § 3 of the South Carolina Constitution.

Defendants ask this Court to remove the electronic monitoring condition of their bond due to the unconstitutional provision of the EMHDP requiring that they pay all fees associated with this condition of bond. Defendants further ask this Court to find the EMHDP program, as it is currently operating pursuant to the June 9, 2014 Administrative Order, in violation of the Equal Protection Clause under the Fourteenth Amendment to the United States Constitution and the Equal Protection of Laws under Article I, § 3 of the South Carolina Constitution due to the lack of a discretionary fee structure that takes into consideration indigent defendants. Furthermore Defendants ask this Court to find the EMHDP in violation of their right to a fair trial and to Due Process pursuant to the Fifth, Sixth, and Fourteenth Amendments of the United States Constitution and Article I, § 3 of the South Carolina Constitution as inability to continue payment for monitoring fees indefinitely impacts the Defendants' ability to assert their right to trial.

III. The EMHDP is operating in violation of the Fourth Amendment of the United States Constitution and Article I, § 10 of the South Carolina Constitution.

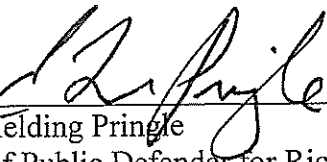
The Defendants ask this Court to remove the electronic monitoring condition of their bonds and to declare the EMHDP in violation of a their rights under the Fourth Amendment of the United States Constitution and Article I, § 10 of the South Carolina Constitution due to the expansive mandatory requirement of consent to search that is required to participate in the EMHDP. This violation is exacerbated by the unique arrangement between OMS and the Solicitor's office.

IV. The EMHDP is operating in violation of Due Process and of S.C. Code Ann. § 17-15-55.

Defendants ask this Court to remove the electronic monitoring condition of their bonds because the EMHDP is operating in violation of Due Process and in violation of S.C. Code Ann. §17-15-55 which provides a right to a hearing prior to re-arrest for bond violations. Were Defendants to make bond, they would be subjected to immediate re-arrest without any proper procedure or Constitutional protections.

Defendants request a hearing date at which to offer additional argument and support for this motion.

Respectfully submitted,

By: 
E. Fielding Pringle
Chief Public Defender for Richland County

Constantine Pournaras
Rhodes Bailey
Maisie Osteen
Assistant Public Defender

Richland County Public Defender's Office
Richland County Judicial Center
1701 Main St, Suite 403-B
Columbia, South Carolina 29201
803-929-6150

This 30th day of March, 2016

STATE OF SOUTH CAROLINA)
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COUNTY OF RICHLAND)
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IN RE:)
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BAIL, RECOGNIZANCES,)
AND ELECTRONIC)
MONITORING)
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IN THE COURT OF GENERAL SESSIONS

**SUPERSEDING
ADMINISTRATIVE ORDER**

RICHLAND COUNTY
FILED
2014 JUN 10 PM 4:47
JEANNETTE W. MCGONNIE
C.C.P. & G.S.

WHEREAS Richland County has established an Electronic Monitoring and Home Detention Program in an effort to provide the judiciary with the option of imposing Electronic Monitoring Supervision on certain individuals who would normally be released on bond without supervision, it is hereby

ORDERED that, upon determining that an individual is eligible for release on bond, the presiding judge may, in his discretion, indicate on the order for bond that the defendant be placed in the Electronic Monitoring and Home Detention Program as a condition of release on said bond. All court ordered electronic monitoring as a condition of bond must be procured through Offender Management Services.

IT IS FURTHER ORDERED that the following requirements are established under the authority of South Carolina Code of Laws §17-15-10 et seq. to provide for electronic monitoring of certain pretrial detainees to be administered by Offender Management Services. As a result, all previous administrative orders concerning electronic monitoring are hereby superseded.

Upon order of a court for electronic monitoring as a condition of bond, each defendant shall execute an agreement with Offender Management Services personnel that has been approved by the Chief Administrative Judge for the Fifth Judicial Circuit. An explanation of the agreement shall be a part of all training for the defendant's participation in electronic monitoring. A copy of the executed agreement shall be delivered to the defendant, the Fifth Circuit Solicitor's Office, the Alvin S. Glenn Detention Center, the defendant's bail bond company, and the arresting agency.

In the event any defendant enrolled in the Electronic Monitoring Program violates the terms and conditions of the program, any law enforcement officer of this State, upon notification, is authorized to immediately take into custody the defendant. Furthermore, the

CERTIFIED TRUE COPY
OF ORIGINAL FILED
JEANNETTE W. MCGONNIE
C.C.P. & G.S.
RICHLAND COUNTY
SOUTH CAROLINA

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held in custody, without bond, pending a violation hearing by the Circuit Court. A violation hearing is to be scheduled within a reasonable time from the date of detention.

AND IT IS SO ORDERED.

Re Hood

Robert E. Hood
Chief Administrative Judge
Fifth Judicial Circuit

This 9 day of June, 2014
Columbia, South Carolina

p# 2

**RICHLAND COUNTY
ELECTRONIC MONITORING PROGRAM**

CONDITION OF BOND

In accordance with the Administrative Order of the Court of General Sessions dated May ____, 2014, and an Electronic Monitoring Program has been established and is operated by the Richland County Criminal Justice System (RCCJS). You have been ordered to this program as a condition of bond. Individuals directed to participate in this program by the Court must agree to the conditions of the program and must agree to pay the associated costs of the program. Participants are also responsible for any personal costs, such as medical, dental, food, clothing, transportation and other related costs. Individuals who participate in the Richland County Electronic Monitoring Program will be monitored by the use of an Electronic Monitoring device and will be under the supervision of the Richland County Criminal Justice System. Defendants remain in the legal jurisdiction and custody of the Detention Center. Any attempt to remove the electronic monitoring device will result in the individual's removal from the program and return to the secure custody of the Detention Center.

Defendants must meet any monetary conditions of bond as set by the Court prior to being placed in the Richland County Electronic Monitoring Program.

Defendants must have a verifiable residence.

Defendants may be required to have telephone service in the residence, prior to being released in the Richland County Electronic Monitoring Program.

Defendants must agree to report to the Supervision Officer as directed and abide by the rules and regulations of the Richland County Electronic Monitoring Program.

Defendants must pay to be in the Richland County Electronic Monitoring Program. All defendants must initially pay an installation fee and for 14 days in advance. Once in the Electronic Monitoring Program, payments must be made on a weekly basis. Failure to pay will result in the defendant being removed from the Electronic Monitoring Program.

Defendants are required to sign an agreement stating that he/she understands the conditions of the program and agrees to participate in the Richland County Electronic Monitoring Program. Failure to abide by the terms of the program will result in the defendant's immediate removal from the program and his/her return to the secure custody of the Richland County Detention Center.

I have read and understand the general conditions of the Richland County Electronic Monitoring Program as outlined above, and I agree to their terms.

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NOTICE:

Defendant's Failure to Adhere to the Program's Rules

The defendant shall abide by all other conditions as set by the Richland County Electronic Monitoring Program. Failure to comply with any such condition, including the payment of fees, will result in the defendant's removal from the program and return to the custody of the Detention Center exclusive of any criminal charges that may be filed.

Defendant's Signature Date

Witness Date

*Matt
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**RICHLAND COUNTY
ELECTRONIC MONITORING PROGRAM
CONDITIONS OF BOND AGREEMENT**

1. _____ I, _____, have been ordered to participate in the Richland County Electronic Monitoring Program as a condition of my bond. I understand that this is a privilege and is not a right that has been granted me by the judge setting my bond. I understand that my participation is voluntary, and I have the right to elect the following:
- (a) _____ I will not participate, and will petition the Court for a bail/bond whose terms and conditions do not include electronic monitoring.
- (b) _____ I will not participate in the program and remain in the Detention Center until disposition of my charges is made by the Court.
- (c) _____ I agree to enter the program and abide by all the Richland County Electronic Monitoring Program rules and regulations.
- (d) _____ I understand that upon entry into the program, I can elect at any time to voluntarily discontinue (stop) my participation in the program and return to the secure custody of the Detention Center, thus eliminating any further payment of supervision fees.
2. _____ I agree to all the conditions set forth in this agreement and will remain in compliance with its provisions during my participation in the program until its completion.
3. _____ I understand that while I am under the supervision of the Richland County Electronic Monitoring Program I am subject to its supervision.
4. _____ I agree to reside at the residence located at:

Street Address

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City State Zip Code

Telephone (H) / (W) / (Relative) / (Cell)

This residence must be located within the boundaries of Richland County unless otherwise ordered by the Court. I further agree that I will obtain prior approval from the Richland County Electronic Monitoring Program staff before moving should I elect to change my residence. Failure to do so will result in my removal from the program.

5. _____ I agree should such conditions be imposed by the Court as a condition of bond to remain in my residence as designated above at all times except as approved by the Richland County Electronic Monitoring Program staff. If a life threatening emergency exists, or when so directed by police, fire, or medical personnel, to report all emergencies or similar incidents immediately or as soon as possible to the Richland County Electronic Monitoring Program staff. I further agree to limit my movements away from my house to involve travel only to and from work, and any granted time away from home and work including but not limited to attendance at church, doctor's appointments, school, and/or other necessary appointments as approved and agreed upon by the Richland County Electronic Monitoring Program staff. The times provided for these functions will be worked into a strictly defined schedule to be reviewed each week by the Richland County Electronic Monitoring Program staff. I understand that should I vary, deviate, and/or fail to abide by the approved schedule, such variation will result in my removal from the Richland County Electronic Monitoring Program
6. _____ Understanding that I am still under the supervision of the Richland County Electronic Monitoring Program, I agree to grant admittance into my residence to officers of the Richland County Electronic Monitoring Program and/or any other law enforcement officer so designated at any hour of the day or night to verify my presence and adherence to the program's rules and regulations including any special conditions imposed by the Court, to check and maintain equipment, and/or to remand me back into custody for violations of the program's rules or other violations. Failure to do so will result in my removal from the program.
7. _____ I agree should such conditions be imposed by the Court as a condition of bond that no social gatherings serving alcoholic beverages will be held in my residence while participating in the program.
8. _____ I agree not to operate any motor vehicle for personal or employment purposes unless properly licensed and covered by liability insurance. Further, I agree not to drive or operate a motor vehicle while under the influence of alcohol or drugs whether prescribed or not and/or if my driving privileges are expired,

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denied, suspended or revoked in the State of South Carolina. Upon application to participate in the program, I agree to provide the Richland County Electronic Monitoring Program staff a copy of my valid driver's license, current vehicle registration, and proof of liability insurance coverage. Violations of any of the above will result in my removal from the program.

9. ____ I agree should such conditions be imposed by the Court as a condition of bond by the Court not to associate with persons deemed undesirable by the Richland County Electronic Monitoring Program staff upon notice of the same, while participating in the Richland County Electronic Monitoring Program,
10. ____ I agree should such conditions be imposed by the Court as a condition of bond by the Court to the following:
- a. No use of alcohol.
 - b. No use or possession of illegal drugs or narcotics in the residence.
 - c. No firearms or dangerous weapons in the residence. I further agree that if firearms are in my residence and I am not precluded by state or federal law from owning or possessing such firearms that I will arrange for their storage at a location separate from my home or place of business. This shall include any vehicle that I may own, drive, or ride in.
 - d. Violations of any of the above will result in my removal from the program.
11. ____ I agree should such conditions be imposed by the Court as a condition of bond to refrain from the consumption and possession of alcoholic beverages and to not enter any establishment primarily engaged in the sale of alcoholic beverages. In addition, I agree if ordered by the Court to wear on my person or to have installed in my residence certain approved electronic monitoring devices designed to measure the presence of alcohol in my system and to abide by the terms of each equipments use. Further, if such equipment is ordered by the Court, I understand that I am responsible for payment of the same. Should violations occur, I will be immediately picked up and returned to the custody of the Detention Center.
12. ____ I agree not to use or possess any controlled substances not prescribed personally for me by a physician.
13. ____ I agree to notify Richland County Electronic Monitoring Program staff immediately of any controlled substance prescribed by a physician for me.
14. ____ I agree to submit and pay the associated costs for chemical testing in the form of blood, breath, or urine tests for the detection of alcohol/drug use should such conditions be imposed by the Court as a condition of bond. I further agree to respond to any location as designated by the Richland County Electronic Monitoring Program staff for said testing, and failure to report shall be cause for

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removal from the program. Persons found in violation of using drugs and/or alcohol will also be removed from the program. I also agree to submit to testing for alcohol and drugs upon request by Richland County Electronic Monitoring Program staff where they have reason to believe that I have used the same

15. _____ I agree to participate in a counseling program if so directed by the Court and not terminate such program without permission of the therapist, counselor, or the Court with the knowledge of the Richland County Electronic Monitoring Program staff.
16. _____ I agree to submit my person, vehicle, or place of residence to search at any time day or night.
17. _____ I agree that I will uphold and obey the laws of the State of South Carolina and the United States; that I will comply with all local municipal and county ordinances; and failure to do so will result in my removal from the program.
18. _____ I agree, and I am hereby notified, that if I am arrested and charged with any criminal offense while a participant in the program that I will be removed from the program and returned to the secure custody of the Detention Center.
19. _____ I agree that I am and will remain responsible for the provision and payment for all associated costs related to my personal food, clothing, shelter, medical/dental and psychiatric care while I am participating in the electronic monitoring program. I further agree to release Richland County from any liability or claims of liability related to any illnesses, injuries, or death suffered during my participation in the Richland County Electronic Monitoring Program whether at home, work, and/or any other location such occurrences being beyond the scope of the officers' supervision.
20. _____ I understand that I must comply with all of the instructions of the Court as well as the Richland County Electronic Monitoring Program for the electronic monitoring program.
21. _____ I agree to meet with the Richland County Electronic Monitoring Program supervision officer at least once per week and/or as otherwise directed, during my participation in the Richland County Electronic Monitoring Program.
22. _____ I agree to pay the monitoring fees to the Richland County Electronic Monitoring Program to cover the daily costs of my supervision while I am participating in the Richland County Electronic Monitoring Program. Further, I agree to pay the first fourteen (14) days in advance, and I will pay the balance of the money owed weekly at a prearranged time until I complete the program and/or I am removed from the program for violating its terms and conditions. Such payments are in addition to any monies ordered to be paid by the Court.

23. _____ I agree to make all such payments in the form of a credit/debit card, money order or certified check. No personal checks will be accepted.
24. _____ Failure to pay the Richland County Electronic Monitoring Program fees and/or Court ordered payments will result in my removal from the Richland County Electronic Monitoring Program.
25. _____ I agree to provide the Richland County Electronic Monitoring Program staff access to my residence to install and check any equipment day or night and to verify my presence and adherence to my Court order and to the Richland County Electronic Monitoring Program rules.
26. _____ I agree that I will not tamper with, remove, disconnect, attempt to repair or allow anyone else to tamper with or attempt to repair any electronic monitoring equipment.
27. _____ I agree to report any problems with the electronic monitoring equipment immediately to the Richland County Electronic Monitoring Program staff.
28. _____ I agree that I will be held responsible for any loss or damage to the equipment. If loss or damage occurs, I will be removed from the program, criminal charges will be filed as applicable, and restitution will be required.
29. _____ I agree to abide by all of the instructions of the Court and the Richland County Electronic Monitoring Program staff, and I agree to provide for the proper maintenance, care, and utilization of the electronic monitoring equipment as required.
30. _____ I agree that the Richland County Electronic Monitoring Program employees and staff are not liable for any alleged damages as a result of my wearing or tampering with the monitoring device.
31. _____ I agree to wear a tamper resistant, non-removable ankle bracelet 24 hours per day during the entire time that I am a participant in the electronic monitoring program.
32. _____ I agree a computer printout may be used as evidence in Court to prove a violation if I am criminally charged with escape.
33. _____ I understand that if I tamper with or remove the electronic monitoring equipment from my residence or my person; if I am not at work or at my place of residence within the scheduled times and/or any other scheduled appointment; if I fail to report as directed; and/or if I leave the confines of the county or the state, should such conditions be imposed by the Court as a condition of bond, for any

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reason that I am in violation of the Richland County Electronic Monitoring Program and may be removed from the program and returned to custody.

34. _____ I must charge the monitoring device as directed by the Richland County Electronic Monitoring Program staff. If I fail to charge the device as directed, a physical inspection by the Richland County Electronic Monitoring Program may be required and a charge of \$50.00 for an Inspection Fee will be incurred by the defendant for each occurrence.
35. _____ I must obtain an analog phone line (immediately if instructed by the Richland County Electronic Monitoring Program staff) should the monitoring device have difficulty transmitting information at the defendant's home.
36. _____ I shall have no contact with _____ and/or avoid the location(s) of: _____ should such conditions be imposed by the Court as a condition of bond.
37. _____ I shall abide by a curfew of _____ (am / pm) to _____ (am / pm) should such conditions be imposed by the Court as a condition of bond.
38. _____ I shall remain on full house arrest other than () legal appointments, () medical appointments, () church, () other _____ . Written documentation of legal and medical appointments must be provided to the Supervision Officer within 24 hours of such appointment should such conditions be imposed by the Court as a condition of bond
39. _____ I agree to notify the Richland County Electronic Monitoring Program staff prior to any departure from my residence, if ordered to curfew or house arrest as a condition of release should such conditions be imposed by the Court as a condition of bond
40. _____ I am allowed to work upon providing verified employment to the Richland County Electronic Monitoring Program staff should such conditions be imposed by the Court as a condition of bond
41. _____ Other special conditions:

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I have read, understand, and agree to abide by the above terms and conditions of the Richland County Electronic Monitoring Program. I understand that failure to comply with any of the above conditions and/or verbal or written instructions by the Richland County Electronic Monitoring Program staff and/or representatives of the Court and/or law enforcement will result in my immediate return to the secure Detention Center custody without appeal, and when applicable, criminal charges will be filed.

I have read each of the above items and acknowledge my understanding of the terms and conditions as set forth by initialing on the line provided after each item and affixing my signature at the bottom of each page as well as below. I enter into this agreement and agree to its terms.

Signature of applicant/participant: _____

Date: _____

Signature of witnessing officer/employee: _____

Date: _____

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STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

IN THE COURT OF GENERAL SESSIONS
Warrant Numbers:

The State of South Carolina,)

2015A4021602633; 34

vs.)

2015A402160023; 21

RICHLAND COUNTY)

CERTIFICATE OF SERVICE

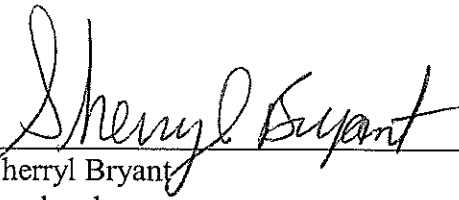
Deandre Basil Moye;)

Tajei Lewis)

Defendant.)

RICHLAND COUNTY
FILED
2016 MAR 30 PM 3:58
JEANNETTE W. McBRIDE
C.C.P. & G.S.

I certify that on this date I served the Notice of Motion to Remove the Electronic Monitoring Condition of Bond and to Declare the Electronic Monitoring Program Null and Void and in Violation of the United States and South Carolina Constitutions and State Law in this case on The State of South Carolina by delivering a copy of this motion to the State's attorney of record by delivering said copy to his office located at The Office of the Solicitor, Fifth Judicial Circuit, Richland County Judicial Center, Third Floor, 1701 Main Street, Columbia, South Carolina 29201, and leaving it with his clerk or other person of authority at said office.



Sherryl Bryant
Paralegal

Richland County Public Defender's Office
P.O. Box 192
Columbia, South Carolina 29202
(803) 765-2592

Columbia, South Carolina
This 30th day of March, 2016