

June 29, 2018

## Press Release - For Immediate Release

Defendant's Name: David Blue  
Age: 47  
City and State of residence: Sioux City, IA  
Criminal File Number: 16-429  
Date of Offense: The 16th of September, 2016, and 17th of September, 2016, and the 3rd of October, 2016  
Date of Indictment: November 30, 2016  
Date of Arraignment: December 19, 2016  
Offense(s) Charged: Ct.1, Forgery, SDCL § 22-39-36, a class 5 felony;  
Ct.2, Forgery, SDCL § 22-39-36, a class 5 felony;  
Ct.3, Forgery, SDCL § 22-39-36, a class 5 felony;  
Ct.4, Forgery, SDCL § 22-39-36, a class 5 felony;  
Ct.5, Forgery, SDCL § 22-39-36, a class 5 felony;  
Ct.6, Forgery, SDCL § 22-39-36, a class 5 felony;  
Ct.7, Forgery, SDCL § 22-39-36, a class 5 felony; and  
Ct.8, Forgery, SDCL § 22-39-36, a class 5 felony.  
Change of Plea Date: December 19, 2016  
Convicted of: Ct.1, Forgery, SDCL § 22-39-36, a class 5 felony;  
Ct.2, Forgery, SDCL § 22-39-36, a class 5 felony;  
Date of Sentencing: January 23, 2017  
Officer: Officer Dustin Sharkey – North Sioux City PD  
Defense Attorney: Jeffrey T. Myers  
Prosecutor: Jerry Miller  
Probation Violation: October 12, 2017  
Probation violations: Absconded; Discharged from Treatment; Failed to go to Treatment;  
Admitted to Meth use on three occasions;  
Admission of PV: January 8, 2018  
Disposition Date: January 19, 2018  
Defense Attorney: Jeffrey T. Myers  
Prosecutor: Erin Handke

### Case Synopsis:

On October 3, 2016, North Sioux City Police Officer, Dustin Sharkey started an investigation on David Blue. The investigation involved a complaint that David Blue was writing checks on at various casinos in North Sioux City on a checking account that was issued to LF Board, which is a non-profit organization in the Sioux City, IA area that is dedicated to the mission of assisting individuals with substance abuse issues get back on their feet. The investigation identified that BLUE was removed from the board and from the LF Board's account in May of

2015. Further investigation identified that BLUE had forged and passed eight checks in North Sioux City totaling \$698.98. The checks that were passed were not in passed in order. The lowest number check was passed last. This case involves a fiduciary violation and duty of loyalty to former appointment to the non-profit board, the theft and issues in BLUE's life that caused him to steal from the non-profit and the bank, and lastly this file indicates a gambling addiction. This case would suggest that BLUE's issues pre-date his removal from the LF Board in May of 2015. David BLUE plead guilty to two felony counts of forgery at his arraignment on December 19, 2016. At the time of his arrest he had three misdemeanor warrants for his arrest and a pending charge in Plymouth County Iowa for another criminal offense involving checks.

**Probation Violation Synopsis:**

The Defendant has absconded from supervised probation since his last appointment on, September 6, 2017. The Defendant violated this condition by the Defendant being unsuccessfully discharged from his Chemical Dependency Program at Jackson Recovery Centers on 8/31/2017 due to non-compliance with attendance, and has failed to re-enter a program at the Directive of his Iowa Probation Officer. The Defendant stopped attending his Chemical Dependency program at the end of July, without successfully completing the program. The Defendant admitted to using Methamphetamine through the month of August, 2017. The Defendant admitted to using Methamphetamine on August 25, 2017. The Defendant test positive for Methamphetamine, on a UA sample collected on September 6, 2017.

**Probation Violation Disposition Synopsis:**

AS TO THE CHARGE in Count. 1, Forgery, SDCL § 22-39-36, a class 5 felony; IT IS HEREBY ORDERED ADJUDGED AND DECREED that the **Court is continuing the Sus Exe of Sentence and that the** Defendant shall serve Five (5) years in the South Dakota State Penitentiary. It is further ORDERED that Court shall SUSPEND the EXECUTION of the Five (5) years of the Defendant's sentence upon the Defendant satisfying the following terms and conditions. It is further ORDERED that the Defendant shall (**restart supervised probation** without consideration for any time served) for Four (4) years and must satisfy the following terms and conditions: IT IS FURTHER ORDERED, that the Defendant shall be imprisoned in the Union County Jail for the term of **99** days, with 9 days credit for time served. The remaining **90** days shall be served as follows:

1. 30 days to be served beginning **January 1, 2018**, at 9:00 o'clock a.m..
2. 30 days to be served beginning **April 1, 2018**, at 9:00 o'clock a.m..
3. 30 days to be served beginning **Julu 1, 2018**, at 9:00 o'clock a.m..

IT IS FURHTER ORDERED that Defendant's Court Services officer may recommend to the Court that any of these jail terms be waived, but unless the court signs a written order waiving any of these jail terms, each of the jail terms shall be served by Defendant.

The Defendant shall be granted work release, release for education, or release for chemical

dependency treatment or aftercare, with Defendant to pay all costs of these releases.

- The Defendant shall be allowed to arrange to serve the jail sentence in another jail facility, in another state or jurisdiction, if the distance to the Union County Jail does not allow for the Defendant to participate in the allowed work release, release for education, or release for chemical dependency treatment or aftercare. The Defendant shall pay all costs of incarceration to that facility.

IT IS FURTHER ORDERED that the Defendant is placed on probation for **3** years. Defendant shall sign the standard probation agreement with court services and shall obey all conditions imposed by court services even though those conditions may not have been specifically set out by the court. Defendant shall execute a wage assignment form if requested to do so by court services.

IT IS FURTHER ORDERED, that the Defendant shall pay court costs of **\$104.00**; grand jury transcript fees of **\$10.00**; a Fine of **\$0**; and UA fees of **\$0** to the South Drug Control Fund; to the Union County Clerk of Courts (209 East Main Street, ~ Suite 230, Elk Point, SD 57025); it is further

IT IS FURTHER ORDERED that the execution of the sentence is suspended upon the following terms and conditions:

1.  Defendant shall obey all federal, state, tribal and local laws and be a good law-abiding citizen in all respects.
2.  Defendant shall pay all fines, costs, restitution, and attorney's fees as ordered by the court. Defendant shall work out a payment schedule with court services, and if requested by court services, Defendant shall execute a wage assignment form.
3.  Defendant shall not consume nor possess any alcoholic beverages of any kind, and Defendant shall not enter establishments where the sale of alcoholic beverages is the primary business.
4.  Defendant shall not consume, purchase, possess, or distribute marijuana, nor controlled drugs or substances of any kind, and Defendant shall not be present where such substances are being used. Defendant shall also not possess drug paraphernalia. Verification of any prescribed medication must be provided by Defendant to court services.
5.  Defendant shall submit to urinalysis, breath or blood testing at any time requested to do so by Defendant's court services officer or law enforcement officer and Defendant shall be responsible for the costs of that testing.
6.  Defendant, and Defendant's person, residence, vehicles and personal property, shall be subject to random search and seizure by any court services officer or

law enforcement officer upon reasonable suspicion that Defendant is violating any provision of this court's order or of any probation agreement.

7.  Defendant shall obtain a chemical dependency evaluation and comply with the evaluator's and the court's services officer's recommendations for treatment and aftercare.
8.  Throughout the entire period of probation, Defendant shall enroll in and comply with the terms of the 24/7 Sobriety Program as set up through the Union County Sheriff's office or as directed by your Court Service Officer and submit to testing in the form of twice daily PBTs (24/7) program) or by SCRAM equipment, and the Drug Patch, and Defendant shall pay all costs of such programs. Court services may discontinue or restart these programs at their discretion.
9.  Defendant shall enroll in and successfully complete counseling , MRT, etc. as required by court services.
10.  Defendant shall maintain regular employment and obtain a GED while on supervised probation.
11.  Defendant shall not participate in games of chance or enter establishments where gambling is present.
12.  Defendant shall perform \_\_\_\_\_ hours of community service to be completed by \_\_\_\_\_.
13.  Defendant shall have no contact with the victim, \_\_\_\_\_.
14.  Defendant shall write a letter of apology to the victim, \_\_\_\_\_, which letter shall be approved by court services.

IT IS ORDERED, ADJUDGED, AND DECREED that the Defendant shall serve a sentence of One Hundred Twenty (120) Days in the Union County Jail. IT IS FURTHER ORDERED that Court shall SUSPEND the EXECUTION of the One Hundred Twelve (112) days of the Defendant's sentence under the condition that the Defendant pays all the Restitution owed outlined in this judgment. It is FURTHER ORDERED that the Defendant shall receive credit for Eight (8) days **original sat out and the Thirty Five (35) days credit served due the probation violation** that the Defendant spent incarcerated prior to disposition.

IT IS FURTHER ORDERED that the Defendant shall pay the following amounts to the Union County Clerk of Courts (209 East Main Street, ~ Suite 230, Elk Point, SD 57025): Court Costs of One Hundred Four (\$104.00) Dollars; Prosecution Costs in the amount of Ten (\$10.00) Dollars; Restitution payable to (Whistlestop, (RE: 16-429), 200 River Drive, P.O. Box 188, North

Sioux City, SD 57049) in the amount of One Hundred Thirty-Two Dollars and Fifty-Seven (\$132.57) Cents; Restitution payable to (Goode to Go, (RE:16-429) 1301 River Drive, P.O. Box 1757, North Sioux City, SD 57049, SD 57049) in the amount of Five Hundred Sixty-Six Dollars and Forty-One (\$566.41) Cents; Restitution payable to (Zorts Primetime, (RE: 6399M0402836), 105 So. Derby Lane, North Sioux City, SD 57049) in the amount of One hundred Twenty (\$120.00) Dollars; Restitution payable to (Whistlestop, (RE: 6399M0402837), 200 River Drive, P.O. Box 188, North Sioux City, SD 57049) in the amount of Eighty-Five (\$85.00) Dollars; Restitution payable to (Whistlestop, (RE: 16-439), 200 River Drive, P.O. Box 188, North Sioux City, SD 57049) in the amount of Seventy-Five Dollars and Ninety-Seven (\$75.97) Cents; Restitution payable to (Sugar Daddy's, (RE:16-439), 100 Military Road, North Sioux City, SD 57049) in the amount of One Hundred Twenty (\$120.00) Dollars; and Restitution payable to (Whistlestop, (RE: 16-439), 200 River Drive, P.O. Box 188, North Sioux City, SD 57049) in the amount of Three Hundred Sixty (\$360.00) Dollars.

IT IS FURTHER ORDERED that the Defendant shall pay the following amounts Ordered by the Court – To the Union County Auditor (209 East Main Street, ~ Suite 200, Elk Point, SD 57025): Court Appointed Attorneys Fees in the amount of Six Hundred Twenty-Four (\$624.00) Dollars. It is further ORDERED that Union County is awarded a Judgment for said Court Appointed Attorney Fees in this matter.

AS TO THE CHARGE in Count. 2, Forgery, SDCL § 22-39-36, a class 5 felony; IT IS HEREBY ORDERED ADJUDGED AND DECREED that the Defendant shall serve Five (5) years in the South Dakota State Penitentiary. It is further ORDERED that Court shall SUSPEND the EXECUTION of the Five (5) years of the Defendant's sentence upon the Defendant satisfying the following terms and conditions. It is further ORDERED that the Defendant shall be placed on **supervised probation** for Four (4) years and must satisfy the following terms and conditions:

1. The Defendant shall be placed under the supervision of the Chief Court Officer, or his representative, for a period of Four (4) years. The Defendant shall sign and comply with all terms of Adult Probation Agreement.
2. The Defendant shall obey all federal, state and local laws.
3. That the Defendant shall not possess or use any alcoholic beverages, or use or possess any controlled drugs or illegal substances, including marijuana, while on probation with the exception of medications lawfully prescribed and ingested according to the doses prescribed by a licensed physician.
4. The Defendant shall waive his/her Fourth Amendment right against warrant-less random search and seizure by his/her Probation Officer and/or any law enforcement

officer upon request, to include the Defendant's person, vehicle, and residence. This waiver shall include the Defendant submitting to a UA, breathe or other bodily substance upon request. The Defendant shall remain responsible for the costs of all UA's or any other substance tests.

5. The Defendant shall successfully complete any and all treatment and aftercare, and follow all the recommendations of the treatment provider.
6. The Defendant shall not enter any establishment that obtains its primary source of income through the sale of alcohol or gambling.
7. Court Services shall have the discretion to require the Defendant to participate in the CBISA program, MRT program or other classes and programming as Court Services may direct during the term of probation.
8. Court Services shall have the discretion anytime during the term of probation to require the Defendant to participate in the Drug Patch Program and/or SCRAM or 24/7 Programs.
9. The Defendant shall pay all monetary obligations as Ordered by this Court as a term of satisfying Defendant's probation. The Defendant shall work with his probation officer and establish a minimum monthly payment plan and forward payments to the Clerk of Courts.

IT IS FURTHER ORDERED that the Defendant shall pay the following amounts to the Union County Clerk of Courts (209 East Main Street, ~ Suite 230, Elk Point, SD 57025): Court Costs of One Hundred Four (\$104.00) Dollars.

IT IS FURTHER ORDERED that the Defendant's Count II sentence shall run **concurrent** to his Count I sentence.

IT IS FURTHER ORDERED that the Court expressly reserves control and jurisdiction over the Defendant for the period of his probation and that the Court may revoke the suspension at any time and reinstate the sentence without diminishment or credit for any of the time the Defendant was on probation.

IT IS FURTHER ORDERED that the Court reserves the right to amend any or all of the terms of this Order at any time.

**Criminal History:**

This is David Blue's first probation violation on his first and second career felony convictions. Originally, David Blue was determined to be a good candidate for probation even though this is Blue's 5<sup>th</sup> offense related to theft. Blue admits to drug and gambling addictions. On

his Probation Violation, David Blue, completed treatment at synergy prior to the disposition on his probation violation.