**FOR RELEASE Immediately**
**November 15, 2024**

## Darron Carmon v. The Town of Winterville, et al.

In 1994, a Pitt County jury found Darron A. Carmon ("Mr. Carmon") guilty of committing armed robbery of a Fresh Way store on October 29, 1993. In 2022, his conviction was reversed after a Consent Motion for Appropriate Relief ("MAR") was filed by Mr. Carmon's current attorneys and consented to by the District Attorney. In March 2023, Mr. Carmon filed a lawsuit in the United States District Court against the Town of Winterville and several individuals who previously served as Winterville Police Officers. The lawsuit alleged that Mr. Carmon was wrongfully arrested, charged, and convicted, and that the Officers involved fabricated and withheld evidence. A settlement of this lawsuit has now been reached, and the Town would like to take this opportunity to publicly respond to the allegations made against the Town and its Officers.

The Town has remained silent while Mr. Carmon's claims were in litigation, but now that the litigation has been resolved, the Town repudiates Mr. Carmon's claims of wrongdoing by the Town and its Officers in the strongest possible terms. Over the past year and a half, the Town and the other Defendants have participated in extensive discovery, including searches of the Town's own records, responding to written questions and providing documents requested by Mr. Carmon, reviewing written responses by Mr. Carmon to questions prepared by the Town and the other Defendants, reviewing documents produced by Mr. Carmon, and participating in numerous depositions of the parties and witnesses to the case and the parties' expert witnesses. Unfortunately, many people who might have had knowledge of these events from thirty years ago do not remember them. Others have since passed away, including the store clerk of the Fresh Way who died in 2014, and who was the victim of the armed robbery and the only eyewitness.

The night of the robbery, the investigating Officers showed the store clerk a photographic lineup of booking photographs maintained by the Sheriff's Office. According to the Officer who showed him the photographs, when he saw Mr. Carmon's picture, the store clerk stated, "That's him…I know – I remember him very well." At the criminal trial, the store clerk testified that, "There is absolutely no doubt in my mind that he's the one that put a gun in my face, threatened my life, and robbed the store." The District Attorney who prosecuted the case testified in this civil proceeding that having eyewitness testimony as the only available evidence in a convenience store robbery case was typical for the early 1990s. Surveillance cameras were not in general use in Greenville-area retail stores at the time, much less in a small-town convenience store.

In his lawsuit, Mr. Carmon asserted that the Officers involved in his arrest and criminal prosecution fabricated evidence, in that the store clerk initially identified the robber as being 6' tall with an afro haircut, but that the Officers instead put in their report that the robber was 5'8 and had a "short" haircut. However, the only testimony to support this assertion was provided by Mr. Carmon's own parents, who contend that they overheard a statement made by the Officer leading the investigation that the clerk's identification of Mr. Carmon contradicted his earlier description of the robber. Mr. Carmon recalled overhearing the Officer state the store clerk had previously described the robber as being "six-feet tall with a large boxer or Afro style haircut." Mrs. Carmon recalled overhearing that the prior description was "6 foot 2 with a box haircut." The allegation that the store clerk had given such a description previously was emphatically denied by the Officers involved.

Mr. Carmon's parents testified that the investigating Officer made this statement at the police station when the store clerk was going through the photo lineup book in which he identified Mr. Carmon as the robber. However, the investigating Officers both testified that the photo lineup was shown to the store clerk at the Fresh Way, not at the police station. In fact, the reason Mr. Carmon's parents were at the police station in the first place is because the store clerk had already identified Mr. Carmon as the robber. Contemporaneous notes taken during the initial interview of the store clerk list the height as 5'8" and the store clerk's own handwritten statement, written shortly after the robbery, states that the robber was 5'6" to 5'8". Likewise, the store clerk testified at the criminal trial that he had described the individual who robbed the store to Officers as being between 5'6" and 5'8" with "short, cropped" hair.

The MAR filed by Mr. Carmon's attorneys, and consented to by the District Attorney, refers to the store clerk as an "alleged victim," and states that the testimony of the store clerk had been "impeached by both employment records and recently obtained statements from executives of those companies at which he alleged to have been employed." The District Attorney testified in this case that he had not reviewed any employment records, but instead had his investigator review those records and speak to witnesses regarding the store clerk's employment history. However, the investigator testified in his own deposition that he did not review any employment records, and that, in the course of his investigation, he had not reviewed any witness statements or spoken with any witness that impeached the store clerk's testimony. The investigator testified that his investigation made no determination that the store clerk's testimony had been impeached. Likewise, the investigator testified that he found no evidence of wrongdoing by the Town or any of its Officers during the course of his investigation.

Mr. Carmon's lawsuit also alleged that fingerprints and palmprints taken at the scene of the robbery were exculpatory, and were never turned over to the DA. It is accurate that a set of latent prints believed to have been taken in the convenience store the night of the robbery were preserved in the investigative file by the Winterville PD. When Mr. Carmon obtained a copy of Winterville's file in 2021 through counsel, the first time it appears to have been requested, he retained a print expert who advised him that one partial palm print could be analyzed and excluded him as the contributor, although the fingerprints in the file were too smudged to be used for identification. It appears that the latent palm print was not analyzed before 2021. To this day, it is unknown why or where the prints were taken, whether the palm print was recognized in 1993 as potentially useful for comparison, or who had knowledge that the palm print was in the file. North Carolina law enforcement did not have the technology to transmit or search palm prints in a statewide database until 2008, and the first national searchable palm print identification database was not available until 2013, 20 years after this armed robbery. Even using today's technology and searchable databases, no alternative suspect has ever been identified.

Mr. Carmon's own expert in this case agreed that just because someone's prints were not found at the crime scene does not mean they did not commit the crime. In this case, there is no evidence or testimony establishing that the robber had actually touched anything at the store, much less that the prints collected were left by the individual who robbed the Fresh Way. As such, the significance of the prints collected not belonging to Mr. Carmon was heavily disputed in this case.

In addition to the Town's belief that Mr. Carmon would have faced difficulties establishing his claims at trial, the Town had other potential defenses and legal issues that they intended to raise at trial in this case.

During the course of discovery, the Town learned that materials which had been provided to Mr. Carmon and his family appear not to have been preserved, depriving the Town and the Officers of the benefit of learning what evidence was collected by Mr. Carmon's family. While Mr. Carmon was in prison, Mr. Carmon's parents hired a private investigator to prove his innocence. However, the investigator stated that, while she was in the early stages of her investigation, she "didn't see innocence" based on what she had learned when she met with the Carmon family. She testified that she was fired by Mrs. Carmon after reporting these initial findings to her. The investigator turned over her file, including witness interview

summaries, to Mr. Carmon's parents, but it does not appear that these records were preserved, and Mr. Carmon testified that it was possible that he had thrown them away. As a result of this material not being preserved or produced in discovery in this case, the Defendants in this case were unable to discover what information was collected by the investigator hired by Mr. Carmon's family, or what she had found that led her to tell the Carmon family that she "didn't see innocence."

It is also significant that, at the time of his conviction, Mr. Carmon had also been indicted on 15 counts of forgery and uttering forged instruments, from forging checks on accounts belonging to his parents and members of his parents' church. Mr. Carmon did not dispute forging these checks. These charges were dismissed after Mr. Carmon was convicted and sentenced to prison for the armed robbery, and a dismissal filed states that charges were dismissed because Mr. Carmon was already sentenced to prison, and there was no purpose to proceeding with these charges. At the time, the mandatory minimum sentence was two years for each count, and the judge presiding would have determined whether the sentences should run consecutively or concurrently. As such, there is a possibility that, had Mr. Carmon not been convicted of armed robbery, he would have gone to prison for a different crime, which could potentially have resulted in a prison sentence longer than the time he served for the armed robbery.

The Town also intended to argue that Mr. Carmon's alibi had changed over time. At the time Mr. Carmon was first placed under arrest, records indicate that he told Officers he had been with his girlfriend and her uncle at the time of the robbery. Both of these individuals denied being with Mr. Carmon that night, and, according to a written statement by the store clerk, both of these individuals went to the Fresh Way the next day to state that they would not lie for Mr. Carmon, and that, "both talked about how stupid he was for using crack-cocaine, and that it was going to get him in a lot of trouble." According to the store clerk's handwritten notes, Mr. Carmon's girlfriend stated that Mr. Carmon had stolen her car the morning of the armed robbery. Notably, Mr. Carmon denied in his deposition that he had ever knowingly using any drugs other than marijuana prior to his arrest. However, in social media postings made prior to filing this lawsuit, and in direct contrast to his sworn deposition testimony, Mr. Carmon admitted that he not only used, but sold crack prior to being sentenced to prison.

At his criminal trial, Plaintiff presented an alibi witness who stated that he had been with Mr. Carmon that night. This witness lived next door to Plaintiff's girlfriend and testified that he had run into Mr. Carmon on the street, and that they drove together to someone's house where they drank beer and talked. At his deposition, Mr. Carmon told a similar, but slightly different story. He testified that he was home with his girlfriend that night, when the neighbor asked his girlfriend for a ride. Mr. Carmon testified that he volunteered to take him, and they then hung out over Mr. Carmon's objection that he wanted to go back home. The Town intended to raise the inconsistencies in Mr. Carmon's alibi statements at trial in this case.

On October 1, 2024, Mr. Carmon, the Town, and the Officers participated in court-ordered mediation. At mediation, the insurance companies representing the Town and the Officers entered into settlement negotiations with Mr. Carmon and his legal counsel. Ultimately, the insurance companies agreed to settle the lawsuit. Neither the Town nor the Officers paid any of the settlement proceeds, as the full settlement amount will be paid by the insurance companies. As part of the settlement, all parties specifically agreed that neither the Town nor the Officers admitted to any wrongdoing.

While the Town believes strongly that there was no wrongdoing by the Town or its Officers, the Town is pleased to have this matter resolved, and is ready to move forward.

*Please forward any questions to: publicinformation@wintervillenc.com.*