

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM SPARTANBURG COUNTY
Court of Common Pleas
Shannon M. Phillips, Master-in-Equity

Case No. 2022-001649

Gwendolyn Lockett,

Appellant,

v.

Barnyard Flea Market of Greer, LLC, and Jane Doe,

Defendants,

of which Barnyard Flea Market of Greer, LLC is the Respondent.

RECORD ON APPEAL

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STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF SPARTANBURG	)	SEVENTH JUDICIAL CIRCUIT
	)	
Gwendolyn Lockett,	)	Civil Action No.: 2020-CP-42-03485
	)	
Plaintiff,	)	
	)	
vs.	)	ORDER GRANTING DEFENDANT
	)	BARNYARD FLEA MARKET OF GREER,
Barnyard Flea Market of Greer, LLC and	)	LLC'S MOTION FOR SUMMARY
Jane Doe,	)	JUDGMENT
	)	
Defendants.	)	
	)	
	)	

This matter is before the Court on a motion for summary judgment, Pursuant to Rule 56, SCRCF, filed by the Defendant Barnyard Flea Market of Greer, LLC, on June 17, 2022. The motion was heard by this Court on September 20, 2022. Present for the hearing was Robert Jamison Tinsley, Jr., Esquire on behalf of the Plaintiff and Kelsey J. Brudvig, Esquire, counsel to Defendant. After careful consideration of the motion, memoranda submitted by the parties, arguments of counsel, and evidence submitted, this Court GRANTS Defendant's Motion for Summary Judgment.

FACTS/PROCEDURAL BACKGROUND

This premises liability action arises out of a purported trip and fall on October 15, 2017, at Barnyard Flea Market ("Defendant" or "Barnyard" or "flea market") in Greer, South Carolina by Gwendolyn Lockett ("Plaintiff").

Plaintiff avers that on October 15, 2017, she entered the flea market and shopped at a store called Gypsy's Caravan. (Compl. ¶ 10). Plaintiff alleges that, while she was shopping at Gypsy's Caravan, an unidentified woman in an electric wheelchair backed towards her, causing her to have to back up to avoid being struck. (Compl. ¶ 13). Plaintiff states that she tripped over merchandise

that was placed on the floor of Gypsy's Caravan. (Compl. ¶ 14). According to Plaintiff, she then fell backwards onto the concrete floor and lost consciousness for a few seconds. (Compl. ¶ 15). As a result, Plaintiff contends that she suffered severe injuries. (Compl. ¶ 16).

Plaintiff contends that, as an invitee of Barnyard Flea Market, Defendant owed her a duty of care, as Gypsy's Caravan was allegedly controlled by Defendant and the store owner acted as an agent of the Defendant through the principles of actual agency and apparent agency. (Compl. ¶ 11). Therefore, according to Plaintiff, Defendant is vicariously liable for any negligent or reckless acts committed by the operator of Gypsy's Caravan. (Compl. ¶ 12).

Plaintiff commenced this action against Defendant on October 12, 2020, nearly three years after the alleged incident occurred. Plaintiff asserted a claim of negligence, rooted in premises liability, against the Defendant.

Following the exchange of written discovery in this case, Plaintiff was deposed on March 30, 2022. During her deposition, Plaintiff recollected that on the day of October 15, 2017, she was a vendor at Barnyard Flea Market in Greer, SC, and that she had filled out the vendor agreement. She first opened up a stall at the Flea Market on July 16, 2017, and sold items from around her home in her booth. She agreed that the vendor contract stated, "The Flea Market is not responsible for the dealer's property. Although security measures are taken, dealers leave their property at their own risk. The Flea Market is not responsible for any liabilities arising out of the negligent acts of dealers or their employees or any injuries sustained by any of their employees." When asked if Defendant had any control over how vendors set up their booths, Plaintiff stated that they had "some control," but averred that the only rules were that they couldn't display their goods outside their booth except for a small area in front of the entrance.

Plaintiff testified that she had previously visited the Gypsy Caravan vendor area before the

day of her fall but could not recall how many times she had shopped there. She stated that she went to Gypsy's Caravan to ask the owner a question, and that Plaintiff was at the Flea Market selling items out of her booth on that date. To that end, Plaintiff agreed that she was not at the Flea Market as a visitor, but rather as a vendor, and only left her booth to visit Gypsy's Caravan briefly.

Plaintiff averred that Gypsy's Caravan was on the same hall as her booth. She testified that she walked to the front of the stall and waited while the owner was helping a customer before entering. She did not recall seeing anything on the floor or around her. Plaintiff testified that, as she was standing outside of Gypsy's Caravan, a woman in an electric wheelchair began to back up towards her, and Plaintiff backed up to avoid the wheelchair; as she did this, she tripped over items that were sticking out of a table in front of Gypsy's Caravan and fell.

She stated that Defendant supplied a table to every vendor, but that the Defendant's rules stated that the table had to be within each vendor's area. She stated that most of the vendors used these table to display items for sale. She did not know if the items that she allegedly tripped over belonged to Gypsy's Caravan. Plaintiff testified that, as she stepped back, she fell backwards over these items and landed on her back and hips, briefly losing consciousness. Plaintiff believed that the items that she tripped over belonged to Gypsy's Caravan, not the Defendant. She did not know who placed the items under the table, nor how long they had been there. Plaintiff testified that she was helped up by people at the Flea Market, but could not identify who, and then drove herself to the hospital.

Following substantial discovery in this matter, Defendant Barnyard Flea Market of Greer, LLC moved for summary judgment on June 17, 2022.

STANDARD OF REVIEW

A court will grant a moving party's motion for summary judgment when there exists no genuine issue of material fact, and that party is entitled to judgment as a matter of law. Rule 56(c), SCRCF. In determining whether any triable issues of fact exist, the court must view both the evidence and all reasonable inferences able to be drawn from the evidence in the light most favorable to the non-moving party. Simmons v. Tuomey Regional Medical Center, 341 S.C. 32, 533 S.E.2d 312 (2000). Nonetheless, a court, "cannot ignore facts unfavorable to [the non-moving] party and [it] must determine whether a verdict for the party opposing the motion would be reasonably possible under the facts." Bloom v. Ravoira, 339 S.C. 417, 423, 529 S.E.2d 710, 713 (2000). Accordingly, the court must search the proof to ascertain whether it discloses a real issue, rather than a formal, perfunctory or shadowy one. Saluda Motor Lines v. Crouch, 300 S.C. 43, 46, 386 S.E. 2d 290, 292 (Ct. App. 1989).

The plain language of Rule 56(c), SCRCF, mandates the entry of summary judgment against a party who fails to make a showing sufficient to establish the existence of an element essential to the party's case and on which that party will bear the burden of proof at trial. Bray v. Marathon Corp., 347 S.C. 189, 553 S.E.2d 477 (Ct. App. 2001).¹ With respect to an issue on

¹ In Bass v. Gopal, Inc., 384 S.C. 238, 247 n.6, 680 S.E.2d 917, 921 n.6 (Ct. App. 2009), the Court of Appeals addressed the recent change in summary judgment standard. In granting the summary judgment motion, the South Carolina Court of Appeals noted:

[I]n Hancock v. Mid-South Mgmt., Inc., 381 S.C. 326, 330, 673 S.E.2d 801, 803 (2009), our Supreme Court stated that in cases applying the preponderance of the evidence burden of proof, the non-moving party is only required to submit a mere scintilla of evidence in order to withstand a motion for summary judgment. However, in footnote 3 of the opinion, the Court was careful to point out that its pronouncement concerning a mere scintilla of evidence was not necessary for its determination of the outcome in the Hancock case. In any event, we must assume any evidence, even a scintilla, that is useful to withstand a summary judgment motion must meet the prerequisite of being probative.

which the non-moving party has the burden of proof, the moving party may point out to the trial court that there is an absence of evidence to support the non-moving party's case. Hedgepath v. AT&T, 348 S.C. 340, 559 S.E.2d 327 (Ct. App. 2001). The non-moving party must then "do more than simply show that there is some metaphysical doubt as to the material facts[.]" but "must come forward with specific facts showing that there is a genuine issue for trial." Id. "[W]hen plain, palpable, and indisputable facts exist on which reasonable minds cannot differ, summary judgment should be granted." Moore v. Barony House Restaurant, LLC, 382 S.C. 35, 40, 674 S.E.2d 500, 503 (Ct. App. 2009).

DISCUSSION

Plaintiff avers that Barnyard Flea Market of Greer, LLC is liable to her under the cause of action of negligence. This Court finds that there is no evidence that Defendant knew or should have known of the alleged danger created at Gypsy's Caravan, nor that Defendant created the danger. Accordingly, Plaintiff's claim fails as a matter of law.

I. Plaintiff Has Failed to Satisfy the Winterstein Analysis

It is well-settled in South Carolina that operators of other businesses open to the public are not deemed the insurer of the safety of their guests. Rather, a premises operator who invites the public to his premises owes them only a duty to exercise due care to keep the premises in a reasonably safe condition. See Garvin v. Bi-Lo, Inc., 343 S.C. 625, 541 S.E.2d 831 (2001). To prove negligence, a plaintiff must establish: (1) a duty of care owed by the defendant to the

The Hancock Court also cited McDowell v. Stilley Plywood Co., 210 S.C. 173, 179, 41 S.E.2d 872, 874-75 (1947), for the proposition "that although there was a scintilla of testimony that could be used to support the claimants' position, when the entire testimony of the witnesses was viewed as a whole, it was obvious the testimony in support of claimants' position rested on speculation and thus had no probative value." Id.

plaintiff; (2) the defendant's breach of this duty by a negligent act or omission; (3) the defendant's breach was the proximate cause of plaintiff's injury; and (4) the plaintiff suffered damages. Doe v. Marion, 361 S.C. 463, 470, 605 S.E.2d 556, 560 (Ct. App. 2004). Exigent in this analysis is the establishment of the existence of a dangerous condition.

Furthermore, the party alleging negligence has the burden of proving actionable negligence and "[t]his burden cannot be met by relying upon the theory that the thing speaks for itself or that the very fact of injury indicates negligence." King v. J.C. Penney Co., 238 S.C. 336, 120 S.E.2d 229 (1961) (dismissing case where plaintiff failed to present evidence that escalator on which she was injured jerked due to defendant's negligence).; see also Howard v. Kmart Discount Store, 293 S.C. 134, 359 S.E.2d 81 (Ct. App. 1987) ("Testimony that a floor was slick, without evidence that the slickness constituted an unsafe condition, is insufficient to present a jury question on a merchant's conduct in the care of his floors and its causal relationship to plaintiff's fall."); Hunter v. Dixie Home Stores, 232 S.C. 139, 144, 101 S.E.2d 262, 265 (1957) (stating "[i]t is elementary that in order for a plaintiff to recover damages there must be proof not only of injury, but also that it was caused by the actionable negligence of the defendant. It should be kept in mind that the doctrine of res ipsa loquitur does not apply in this State.").

Simply stated, the mere fact that Plaintiff fell does not satisfy her burden of proving actionable negligence. At the onset, she must at least present evidence that a defect or hazardous condition in the premises proximately caused her injuries, i.e. the cause of her fall.

In Wintersteen, the South Carolina Supreme Court described the elements that must be proven to recover in an action based on a dangerous or defective condition on the premises. Specifically, this case enunciates the following standard for recovery:

To recover damages for injuries caused by a dangerous or defective condition on a storekeeper's premises, the plaintiff must show either

(1) that the injury was caused by a specific act of the defendant which created the dangerous condition; or (2) that the defendant had actual or constructive knowledge of the dangerous condition and failed to remedy it. Anderson v. Racetrac Petroleum Inc., 296 S.C. 204, 371 S.E.2d 530 (1988); Pennington v. Zayre Corp., 252 S.C. 176, 165 S.E.2d 695 (1969); Hunter v. Dixie Home Stores, 232 S.C. 139, 101 S.E.2d 262 (1957).

Wintersteen, 344 S.C. at 35, 542 S.E.2d at 729 (*emphasis added*).

“Actual notice is synonymous with knowledge.” Hannah v. United Refrigerated Services, Inc., 312 S.C. 42, 430 S.E.2d 539 (Ct. App. 1993) (quoting Jefferson Cnty Bank v. Erickson, 247 N.W. 245, 247 (Minn. 1933). “A person who knows of a thing has notice thereof.” Hannah, 312 S.C. at 47, 430 S.E.2d at 542.

Constructive notice may be established by showing that the dangerous condition was present sufficiently long that the merchant was negligent in failing to discover and remove it. Pennington, 252 S.C. at 178, 165 S.E.2d at 696 (holding where there was no evidence in the record that the plastic bags were on the floor for any length of time prior to plaintiff’s fall, it was mere speculation to hold they should have been discovered by the merchant); see also Gillespie v. Wal-Mart Stores, Inc., 302 S.C. 90, 394 S.E.2d 24 (Ct. App. 1990) (holding storekeeper was not liable to customer who slipped and fell on wet floor near checkout clerk absent evidence that employee knew floor was wet or evidence of how long water had been on the floor).

As an initial matter, this Court finds that there is no evidence demonstrating Defendant created a dangerous condition. There is no evidence that the items purportedly created a tripping hazard as alleged by Plaintiff were placed by or in the control or possession of Defendant. Furthermore, according to the Plaintiff, the table was at Gypsy’s Caravan Booth, used for Gypsy’s Caravan’s sales, and displaying Gypsy’s Caravan’s goods:

Q: Tell me about your time at Gypsy Caravan.

A: I walked to her stall and I stood outside while she had a customer, waiting to ask her a question briefly.

Q: When you said you waited outside, were you in an area that was occupied by Gypsy's Caravan, or do you know who occupied the area you were standing?

A: I was in her area, the area occupied by her, in front of her stall.

...

Q: How did you know that it was Barnyard Flea Market's Table, did you say that everyone had one?

A: Vendors, yes. The vendors were assigned --

Q: So every vendor has a table; is that correct?

A: Most, yes, as far as I --

Q: Most; okay.

A: Yes.

Q: Fair enough. And were those tables given to the vendors so that the vendors could use them in whatever way they felt they needed them?

A: There were rules. .

Q: Okay. Tell me about the rules that you remember about the tables.

A: I only remember one.

Q: What's the one rule you remember?

A: Your table had to be within your area.

...

Q: Were vendors able to use these tables, such as put items for display, items for purchase on? Is that what most vendors used the tables for?

A: Yes.

Q: All right. And you said at the time of the incident, there were some boxes or some items under the table. Do you believe those to be items of Gypsy's Caravan?

A: Yes.

Plaintiff continued:

Q: All right. Do you have any information or knowledge as to who placed those items under the table?

A: I don't have that knowledge.

Q: Do you have any information or knowledge that Barnyard Flea Market placed those items under the table?

A: I don't have that knowledge.

The record is void of any facts or allegations that Defendant created the dangerous condition. Plaintiff admitted that vendors choose where the tables are placed in their booths, what is placed on them, and that they control these tables that they rent from Defendant.

The record is also void of any indication Defendant had actual notice of any alleged defective or dangerous condition. At no point in written discovery or her deposition did Plaintiff allege that Defendant was made aware of any threat to the public that the table or items stored under the table presented a hazard, nor was there any indication that these tables or items had caused previous falls. Plaintiff further testified regarding her lack of knowledge of how long the condition purportedly existed:

Q: Do you know how long those items were under the table in the manner that they were, in the same condition that they were at the time of your fall? Do you know how long those items were under the table like that?

A: I have no knowledge, no, ma'am.

There is no evidence provided by the Plaintiff that Defendant had actual or constructive knowledge that the table or items under the table posed an alleged risk. This Court finds that the record is void of any evidence to create a question of fact that Defendant should have discovered the danger based upon the lack of evidence to support that Defendant knew or should have known of the alleged defective or dangerous condition.

Accordingly, this Court finds that Plaintiff has failed to establish that Defendant created or had knowledge of the alleged dangerous condition, and therefore Plaintiff's claims fail as a matter of law.

II. Defendant cannot be held vicariously liable for the acts of Gypsy's Caravan, as Gypsy's Caravan was not an Agent of Defendant.

"Agency is the fiduciary relationship that arises when one person (a 'principal') manifests assent to another person (an 'agent') that the agent shall act on the principal's behalf and subject to the principal's control." Froneberger v. Smith, 406 S.C. 37, 49, 748 S.E.2d 625, 631 (Ct. App. 2013) (quoting Restatement (Third) of Agency § 1.01 (2006)); *see also* Peoples Fed. Sav. & Loan Ass'n v. Myrtle Beach Golf & Yacht Club, 310 S.C. 132, 145, 425 S.E.2d 764, 773 (Ct. App. 1992) ("Agency ... results from the manifestation of consent by one person to another to be subject to the control of the other and to act on his behalf."). "An agreement may result in the creation of an agency relationship although the parties did not call it an agency and did not intend the consequences of the relationship to follow. Agency may be proved by circumstantial evidence showing a course of dealing between the two parties." Peoples Fed. Sav. & Loan Ass'n, 310 S.C. at 145-46, 425 S.E.2d at 773. "In an actual agency case, the question is not whether the purported principal could have exercised control over its agent, but whether it did so." Jamison v. Morris, 385 S.C. 215, 222, 684 S.E.2d 168, 171 (2009); *see also* Cowburn v. Leventis, 366 S.C. 20, 39, 619 S.E.2d 437, 448 (Ct. App. 2005) ("The test to determine agency is whether or not the purported

principal has the *right to control* the conduct of the alleged agent.” (quoting Fernander v. Thigpen, 278 S.C. 140, 144, 293 S.E.2d 424, 426 (1982))).

“A party asserting agency as a basis of liability must prove the existence of the agency, and the agency must be clearly established by the facts.” McCall v. Finley, 294 S.C. 1, 6, 362 S.E.2d 26, 29 (Ct. App. 1987). “The existence of an agency relationship is ... determined by the relation, the situation, the conduct, and the declarations of the party sought to be charged as principal.” Langdale v. Carpets, 395 S.C. 194, 201, 717 S.E.2d 80, 83 (Ct. App. 2011). “[I]t is the duty of one dealing with an agent to use due care to ascertain the scope of the agent's authority.” McCall, 294 S.C. at 6, 362 S.E.2d at 29 (alteration by court) (quoting Justus v. Universal Credit Co., 189 S.C. 487, 495, 1 S.E.2d 508, 511 (1939)). “A true agency relationship may be established by evidence of actual or apparent authority.” R. & G Constr., Inc. v. Lowcountry Reg'l Transp. Auth., 343 S.C. 424, 432, 540 S.E.2d 113, 117 (Ct. App. 2000). “[A]n agency may not be established solely by the declarations and conduct of an alleged agent.” Cowburn, 366 S.C. at 39-40, 619 S.E.2d at 448 (Ct. App. 2005) (alteration by court) (quoting Frasier v. Palmetto Homes of Florence, Inc., 323 S.C. 240, 245, 473 S.E.2d 865, 868 (Ct. App. 1996)). However, “such declarations and conduct are admissible as circumstances in connection with other evidence tending to establish the agency.” Fuller v. E. Fire & Cas. Ins. Co., 240 S.C. 75, 83, 124 S.E.2d 602, 606 (1962).

In Klippel v. Mid-Carolina Oil, Inc., 303 S.C. 127, 128-31, 399 S.E.2d 163, 164-65 (Ct. App. 1990), the circuit court granted summary judgment to respondents, who had denied in their affidavits a purported agent was actually their agent, as did the purported agent. The Court of Appeals determined that even though the purported agent stated in a deposition he was respondents' agent, because no other affidavits or depositions corroborated that claim, there was

no question of fact as to agency and it affirmed the grant of summary judgment to respondents. Id. at 130, 399 S.E.2d at 165. This court noted, “The law is clear in this state that statements made by an agent concerning the existence or extent of his authority are insufficient standing alone to establish agency.” Id. In Snell v. Parlette, 273 S.C. 317, 322-23, 256 S.E.2d 410, 413 (1979), our supreme court found “[t]he testimony of [a purported agent who signed an agreement on behalf of ten relatives] that she was acting as the agent of her ten nonresident relatives is entitled to some weight, but is insufficient without more to establish an agency relationship.”

This Court finds that no evidence has been presented creating a question of fact as to any agency relationship between Gypsy’s Caravan and Defendant. The Court finds that Gypsy’s Caravan is not an agent of Defendant, and therefore, Defendant cannot be held vicariously liable for the alleged negligence of Gypsy’s Caravan. Accordingly, to the extent Plaintiff’s claims are rooted in a theory of vicarious liability, this Court finds no evidence to support Plaintiff’s claim of vicarious liability. Because the Court also finds there is no evidence to create a question of fact that Defendant is independently liable, Plaintiff’s claims fail as a matter of law and summary judgment is favor of Defendant is proper.

NOW, THEREFORE, based upon the foregoing

IT IS HEREBY ORDERED that Defendant Barnyard Flea Market of Greer, LLC’s Motion for Summary Judgment be GRANTED.

AND IT IS SO ORDERED.

The Honorable Shannon Phillips
Presiding Judge

September 27, 2022
Columbia, South Carolina



Spartanburg Common Pleas

Case Caption: Gwendolyn Lockett VS Barnyard Flea Market Of Dallas, Llc ,
defendant, et al
Case Number: 2020CP4203485
Type: Order/Summary Judgment

IT IS SO ORDERED.

s/ Shannon M. Phillips - 3087

Electronically signed on 2022-10-03 16:14:56 page 13 of 13

FORM 4

STATE OF SOUTH CAROLINA
COUNTY OF SPARTANBURG
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

CASE NO. 2020-CP-42-3485

Gwendolyn Lockett

Barnyard Flea Market of Greer, LLC and
Jane Doe

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: THE COURT

Attorney for : ☐ Plaintiff ☐ Defendant
or
☐ Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

- ☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☒ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered. ☐ See Page 2 for additional information.
- ☐ **ACTION DISMISSED (CHECK REASON):** ☐ Rule 12(b), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit); ☐ Rule 43(k), SCRPC (Settled); ☐ Other
- ☐ **ACTION STRICKEN (CHECK REASON):** ☐ Rule 40(j), SCRPC; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☐ See attached order (formal order to follow) ☒ Statement of Judgment by the Court:

Defendant's October 19, 2022 Motion to Reconsider is hereby denied.

ORDER INFORMATION

This order ☒ ends ☐ does not end the case.

Additional Information for the Clerk : _____

INFORMATION FOR THE JUDGMENT INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
		\$
		\$
		\$
If applicable, describe the property, including tax map information and address, referenced in the order:		

ROA 014

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. **Note: Title abstractors and researchers should refer to the official court order for judgment details.**

E-Filing Note: In E-Filing counties, the Court will electronically sign this form using a separate electronic signature page.

	3087	
Circuit Court Judge	Judge Code	Date

For Clerk of Court Office Use Only

This judgment was entered on the _____ day of _____, 20____ and a copy mailed first class or placed in the appropriate attorney's box on this _____ day of _____, 20____ to attorneys of record or to parties (when appearing pro se) as follows:

R. Jamison Tinsley Jr.
Tinsley & Tinsley, P.C.
109 Oak Avenue
Greenwood, SC 29646

Kelsey J. Brudvig
Collins & Lacy, P.C.
Post Office Box 12487
Columbia, SC 29211

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

CLERK OF COURT

Court Reporter:

E-Filing Note: In E-Filing counties, the date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgement to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.

ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON PAGE 1.

This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

This image shows a single page from a notebook or ledger. It features ten horizontal blue ruling lines spaced evenly across the page. The left edge of the page shows the binding of the book, which appears to be made of dark material. The paper itself is off-white or light cream in color. There are no markings, text, or illustrations on the page.



Spartanburg Common Pleas

Case Caption: Gwendolyn Lockett VS Barnyard Flea Market Of Dallas, Llc ,
defendant, et al
Case Number: 2020CP4203485
Type: Order/Form 4

IT IS SO ORDERED.

s/ Shannon M. Phillips - 3087

Electronically signed on 2022-10-27 11:12:27 page 3 of 3

Gwendolyn Lockett v. Barnyard Flea Market of Dallas, LLC, et al. – Summons and Complaint

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF SPARTANBURG	)	SEVENTH JUDICIAL CIRCUIT
	)	
Gwendolyn Lockett,	)	Case No. 2020-CP-42-_____
	)	
Plaintiff,	)	SUMMONS
	)	
vs.	)	
	)	
Barnyard Flea Market of Dallas, LLC;	)	
Barnyard Flea Market of Greer, LLC; The	)	
Barnyard Flea Market, Inc.; and Jane Doe	)	
	)	
Defendants.	)	
_____	)	

TO: THE DEFENDANTS AND/OR THE DEFENDANTS' ATTORNEY:

This **SUMMONS** requires you to answer the attached Complaint and to serve a copy of your Answer on the subscribers at their office, **109 Oak Avenue, Greenwood, S.C. 29646**, within **THIRTY (30) DAYS** after service thereof, exclusive of the day of such service, and if you fail to answer the said Complaint within that time, judgment by default will be rendered against you for the relief demanded in the Complaint.

TINSLEY & TINSLEY, P.C.
Attorney for Plaintiff

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S.C. Bar No. 79903

October 12, 2020

Greenwood, South Carolina

Gwendolyn Lockett v. Barnyard Flea Market of Dallas, LLC, et al. – Summons and Complaint

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF SPARTANBURG	)	SEVENTH JUDICIAL CIRCUIT
	)	
Gwendolyn Lockett,	)	Case No. 2020-CP-42-_____
	)	
Plaintiff,	)	COMPLAINT
	)	
vs.	)	
	)	
Barnyard Flea Market of Dallas, LLC;	)	
Barnyard Flea Market of Greer, LLC; The	)	
Barnyard Flea Market, Inc.; and Jane Doe	)	
	)	
Defendants.	)	
_____	)	

PARTIES, JURISDICTION, AND VENUE

1. Plaintiff is a citizen and resident of Laurens County, South Carolina.
2. Defendant Barnyard Flea Market of Dallas, LLC, is a limited liability company organized under the laws of South Carolina with its principal place of business in South Carolina.
3. Defendant Barnyard Flea Market of Greer, LLC, is a limited liability company organized under the laws of South Carolina with its principal place of business in South Carolina.
4. The Barnyard Flea Market, Inc., is a corporation incorporated under the laws of South Carolina with its principal place of business in South Carolina.
5. Defendants (collectively “Barnyard Flea Market”) are alter-egos of each other with common control so they are each liable for the other’s actions.
6. Defendant Jane Doe (“Jane Doe”) is the unknown person who owned and operated Gypsy’s Caravan at the time of the events described in this lawsuit.
7. This Court has jurisdiction over the subject matter raised herein and the parties, and venue is proper in this Court.

FACTUAL ALLEGATIONS

Gwendolyn Lockett v. Barnyard Flea Market of Dallas, LLC, et al. – Summons and Complaint

8. Defendants own and operate a flea market in Spartanburg County known as the Barnyard Flea Market.

9. At this flea market, vendors operate various stores and Defendants invite the public in to purchase items.

10. On Oct. 15, 2017, Plaintiff entered into flea market and shopped at a store called Gypsy's Caravan.

11. The operator of Gypsy's Caravan, Jane Doe, was controlled by Defendants and acted as an agent of Defendants through principles of actual agency and apparent agency.

12. Defendants are vicariously liable for any negligent or reckless acts committed by Jane Doe, the operator of Gypsy's Caravan.

13. While in Gypsy's Caravan, a woman in an electric wheelchair backed toward Plaintiff so Plaintiff had to back up to avoid being struck by the woman in the wheelchair.

14. Plaintiff then tripped over merchandise that was placed on the floor haphazardly.

15. She fell backwards onto the concrete floor and was unconscious for a matter of seconds.

16. Plaintiff suffered severe injuries, particularly to her spine, which she still suffers from.

17. At the hospital, the doctor's office crushed her left hand in between two machines, which caused her extended pain.

18. Plaintiff was an invitee of Defendants while injured as a shopper at Defendants' Barnyard Flea Market.

**FOR A FIRST CAUSE OF ACTION
(Negligence – Premises Liability)**

Gwendolyn Lockett v. Barnyard Flea Market of Dallas, LLC, et al. – Summons and Complaint

19. Plaintiff reiterates and realleges Paragraphs 1-18 as though set forth herein verbatim.

20. Plaintiff was an invitee of Defendants because, as a patron of Defendants' flea market, she was on the premises with permission for the purpose of benefitting Defendants' commercial enterprise.

21. Defendants had actual and constructive notice of the dangerous condition caused by the merchandise placed haphazardly on the floor where customers walked because its employees and agents created this dangerous condition that injured Plaintiff.

22. Defendants owed Plaintiff a duty of due care to take safety precautions to warn of, eliminate, and not create the dangerous condition and unreasonable risk that the merchandise on the floor posed to Plaintiff and other similarly situated invitees.

23. Defendant breached this duty by acting in a careless, negligent, grossly negligent, reckless, and unlawful manner as hereinafter set forth and in the following particulars:

- a. In placing merchandise on the floor where customers walked;
- b. In failing to properly place the merchandise in a place where customers did not walk so it would not be dangerous to them;
- c. In failing to mark off the area where Plaintiff was injured in a manner that prevented patrons from accessing that area until it was safe for them without the risk of tripping over haphazardly placed merchandise;
- d. In failing to remove the merchandise the area where it posed a danger to store patrons; and
- e. In failing to place any signs or markers warning of the dangers that the haphazardly placed merchandise caused.

Gwendolyn Lockett v. Barnyard Flea Market of Dallas, LLC, et al. – Summons and Complaint

24. As the direct and proximate result of the aforesaid negligent and careless acts or omissions of Defendants, Plaintiff:

- a. Was painfully injured;
- b. Was subject to the administration of medication;
- c. Was subject to pain, mental anguish, suffering and discomfort over a period of time that continues to this day;
- d. Has incurred substantial medical bills; and
- e. Has been limited in her participation in recreational activities from which, prior to the accident, she derived a great deal of personal enjoyment and satisfaction.

25. Defendants acted in reckless and wanton disregard for the life and safety of Plaintiff and others.

26. Plaintiff is entitled to damages for her loss of enjoyment of life, compensation for limitations to her ability to participate in and derive pleasure from the normal activities of daily life, and her inability to pursue her talents, recreational interest, hobbies, and avocations.

27. Plaintiff is entitled to damages for her pain and suffering because of physical discomfort and emotional response to the sensation of pain caused by the injury and mental anguish for shock, fright, emotional upset, and/or humiliation.

WHEREFORE, Plaintiff prays for:

1. Actual, incidental, consequential, punitive, and special damages such as should be awarded by a jury at the trial of the case;
2. A trial by jury;
3. Costs and attorney's fees; and
4. Such other and further relief as the Court deems just, equitable, and proper.

Gwendolyn Lockett v. Barnyard Flea Market of Dallas, LLC, et al. – Summons and Complaint

TINSLEY & TINSLEY, P.C.

Attorney for Plaintiff

s/R. Jamison Tinsley Jr.

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S.C. Bar No. 79903

October 12, 2020

Greenwood, South Carolina

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF SPARTANBURG	)	SEVENTH JUDICIAL CIRCUIT
	)	
Gwendolyn Lockett,	)	Civil Action No.: 2020-CP-42-03485
	)	
Plaintiff,	)	
	)	
vs.	)	
	)	ANSWER OF BARNYARD FLEA
Barnyard Flea Market of Dallas, LLC;	)	MARKET OF GREER, LLC
Barnyard Flea Market of Greer, LLC; The	)	
Barnyard Flea Market, Inc.; and Jane Doe,	)	(Jury Trial Demanded)
	)	
Defendants.	)	
	)	

Barnyard Flea Market of Greer, LLC (“Defendant”), reserving the right to file a motion pursuant to Rule 12 of the South Carolina Rules of Civil procedure, or any other dispositive motion, responds to the Complaint of Gwendolyn Lockett (“Plaintiff”) by denying each and every allegation not herein admitted, by demanding strict proof thereof, and further responding as follows:

FOR A FIRST DEFENSE AND BY WAY OF ANSWER

1. Each and every allegation not herein admitted is hereby denied and strict proof thereof demanded.
2. Defendant is without sufficient information to admit or deny the allegations of Paragraph 1 of the Complaint; therefore, Defendant denies the same.
3. Upon information and belief, Paragraph 2 of the Complaint is admitted.
4. Defendant admits Paragraph 3 of the Complaint.
5. Upon information and belief, Paragraph 4 of the Complaint is admitted.
6. Paragraph 5 of the Complaint is denied.
7. Defendant is without sufficient information to admit or deny the allegations of Paragraph 6 of the Complaint; therefore, Defendant denies the same.

8. Paragraph 7 of the Complaint states legal conclusions regarding jurisdiction and venue, which require no response. To the extent a response is required or expected, Defendant does not contest jurisdiction or venue.

9. Paragraphs 8 and 9 of the Complaint are admitted.

10. Defendant is without sufficient information to admit or deny the allegations of Paragraph 10 of the Complaint; therefore, Defendant denies the same.

11. Paragraphs 11 and 12 of the Complaint are denied.

12. Defendant is without sufficient information to admit or deny the allegations of Paragraphs 13, 14, 15, 16, 17, and 18 of the Complaint; therefore, Defendant denies the same.

13. In response to Paragraph 19 of the Complaint, Defendant repeats and realleges its answers and defenses as enumerated in Paragraphs 1 through 12, above, as if set forth here verbatim.

14. Defendant is without sufficient information to admit or deny the allegations of Paragraph 20 of the Complaint; therefore, Defendant denies the same.

15. Paragraphs 21, 22 23, including all subparts, 24, including all subparts, 25, 26, and 27 of the Complaint are denied.

16. Defendant denies Plaintiff is entitled to the relief sought in her “WHEREFORE” Paragraph and demands strict proof thereof.

FOR A SECOND DEFENSE

17. The allegations contained in Plaintiff’s Complaint fail to set forth sufficient facts to constitute a cause of action as to Defendant; therefore, Plaintiff’s Complaint must be dismissed pursuant to Rule 12(b)(6), SCRCP.

FOR A THIRD DEFENSE

18. Defendant would show that such injury or loss as Plaintiff may have sustained as set forth in the Complaint was due to, caused, and occasioned by the sole negligence of Plaintiff at the time and place in question. Defendant pleads the sole negligence of Plaintiff as a bar to this action against it.

FOR A FOURTH DEFENSE

19. Even if Defendant was negligent in any respect, which is expressly denied, and such conduct operated as a proximate cause of Plaintiff's injuries, if any, which is expressly denied, Defendant alleges Plaintiff's negligent, grossly negligent, reckless, willful and wanton conduct contributed more than fifty percent (50%) to the cause of the accident and, therefore, Plaintiff's claims are barred.

FOR A FIFTH DEFENSE

20. Even if Defendant was negligent in any respect, which is expressly denied, and even if such conduct on the part of Defendant operated as a greater than fifty percent (50%) cause of Plaintiff's injuries, if any, which is also denied, Defendant is entitled to a determination as to the percentage which one or more or all of Plaintiff's negligent, grossly negligent, reckless, willful and wanton conduct contributed to Plaintiff's accident and resulting injuries, if any, and to a reduction of any amount awarded to Plaintiff by an amount equal to the percentage of Plaintiff's own negligence.

FOR A SIXTH DEFENSE

21. Assuming, arguendo, the existence of a defective or dangerous condition, Plaintiff either knew or should have known of any alleged deficiencies in the subject property and accepted the same with such knowledge. As a result, Plaintiff's recovery should be barred.

FOR A SEVENTH DEFENSE

22. Plaintiff's claims may be barred by the doctrine of open and obvious condition and/or known and expected condition.

FOR AN EIGHTH DEFENSE

23. Under South Carolina law, in premises liability matters, the patron is under a duty to see objects or conditions in plain view that are at a location where they are customarily expected to be. Accordingly, Defendant avers Plaintiff's claims may be barred pursuant to the "plain view" doctrine.

FOR A NINTH DEFENSE

24. A patron is charged with exercising ordinary care for personal safety and using ordinary care to avoid the effect of the owner/occupier's negligence after that negligence becomes apparent to the patron or in the exercise of ordinary care the invitee should have learned of it. In the exercise of ordinary care, the patron must use all senses to discover and avoid hurtful things. Assuming, arguendo, a defective condition existed in the instant case, which is strictly denied, Plaintiff nevertheless failed to exercise ordinary care to discover and avoid hurtful things in the instant case. Plaintiff's failure to exercise this ordinary care may bar her from recovery in the instant case.

FOR A TENTH DEFENSE

25. Any injuries sustained by Plaintiff may be due to and caused by the sole negligence of third persons over whom Defendant had no control; therefore, Defendant is not be liable to Plaintiff in any sum whatsoever.

FOR AN ELEVENTH DEFENSE

26. Any injuries sustained by Plaintiff may be due to and caused by the intervening and superseding acts of negligence, carelessness, recklessness, and gross negligence on the part of third

persons as a proximate cause of injuries as alleged, if any; therefore, Defendant is not be liable to Plaintiff in any sum whatsoever.

FOR A TWELFTH DEFENSE

27. Assuming, arguendo, the existence of a defective or dangerous condition, the injuries or losses as Plaintiff allegedly sustained, if any, were caused by Plaintiff's assumption of a known risk or expected condition; accordingly, Defendant pleads Plaintiff's assumption of a known risk or expected condition as a complete defense to this action.

FOR A THIRTEENTH DEFENSE

28. Plaintiff's claims may be barred by the doctrines of waiver, estoppel, and/or laches.

FOR A FOURTEENTH DEFENSE

29. Any recovery by Plaintiff must be reduced or offset by amounts Plaintiff has received or will receive from others for the same injuries claimed in this lawsuit.

FOR A FIFTEENTH DEFENSE

30. Plaintiff's claims may be barred or otherwise reduced due to Plaintiff's failure to mitigate damages as required by law.

FOR A SIXTEENTH DEFENSE

31. The claims against Defendant may be barred by applicable statutes of limitation and/or statutes of repose.

FOR A SEVENTEENTH DEFENSE

32. To the extent Plaintiff may be seeking punitive damages, punitive damages, as currently awarded in South Carolina, are violative of the United States Constitution and South Carolina Constitution, as well as the holding of State Farm Mut. Auto. Ins. Co. v. Campbell, 538 U.S. 408, 123 S.Ct. 1513, 155 L.Ed.2d 585 (2003), and the cases upon which it is based.

FOR AN EIGHTEENTH DEFENSE

33. Pursuant to Cooper Industries, Inc. v. Leatherman Tool Group, Inc., 532 U.S. 424, 121 S.Ct. 1678 (2001), if punitive damages are recoverable, which is denied, the amount of punitive damages “[are] not really a fact tried by the jury;” therefore, Plaintiffs’ request for punitive damages “to be determined by the jury” violates the United States Constitution.

FOR A NINETEENTH DEFENSE

34. The U.S. Constitution’s Due Process Clause “forbids a State to use punitive damages award to punish a defendant for injury that it inflicts upon nonparties or those whom they directly [do not] represent,” Phillip Morris USA v. Williams, 549 U.S. 346, 127 S.Ct. 1057, 1063 (2007), and, therefore, to the extent that Plaintiff seeks an award of punitive damages for potential or speculative harm to non-parties to the present action, such prayer for relief is unconstitutional and must be struck from the pleadings and is otherwise inadmissible at trial.

FOR A TWENTIETH DEFENSE

35. Defendant did not engage in any willful, malicious, or other action entitling Plaintiff to an award of punitive damages. Notwithstanding Defendant’s prior defenses incorporating Cooper Industries, Inc. v. Leatherman Tool Group, Inc., 532 U.S. 424, 121 S.Ct. 1678 (2001) and State Farm Mut. Auto. Ins. Co. v. Campbell, 538 U.S. 408, 123 S.Ct. 1513, 155 L.Ed.2d 585 (2003), and the cases upon which they are based, in the event the trial court permits the jury to return a punitive damages award in the instant case, such damages are to be limited to an amount that is no greater than the jury’s award of actual damages, as explicated within Exxon Shipping Co. v. Baker, 554 U.S. 471, 128 S.Ct. 2605 (2008).

FOR A TWENTY-FIRST DEFENSE

36. With respect to Plaintiff’s request for punitive damages, Defendant is entitled to the protections set forth in S.C. Code Ann. §§ 15-32-510 through 15-32-540.

FOR A TWENTY-SECOND DEFENSE

37. National Union asserts and relies upon any and all defenses or benefit codified in S.C. Code Ann. § 15-38-15 et seq., including the right to have the jury apportion fault among any named Defendants and any other party whether or not named.

FOR A TWENTY-THIRD DEFENSE

38. Defendant reserves the right to assert claims for contribution and indemnity against any named party or a party not named in this action

FOR A TWENTY-FOURTH DEFENSE

39. Defendant specifically reserves and does not waive any additional and/or affirmative defenses as may be available to it or revealed to it during the course of the investigation and/or discovery in this case.

WHEREFORE, having fully answered Plaintiff's Complaint, Defendant respectfully requests that:

1. Plaintiff takes nothing by this action;
2. A judgment of dismissal be entered in favor of Defendant;
3. Defendant be awarded the cost of the suit incurred; and
4. Defendant be awarded such other and further relief as the Court deems proper.

[SIGNATURE ON FOLLOWING PAGE]

Respectfully submitted,

COLLINS & LACY, P.C.

s/Charles A. Kinney
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ATTORNEYS FOR BARNYARD FLEA
MARKET OF GREER, LLC

**ANSWER OF BARNYARD FLEA
MARKET OF GREER, LLC**

February 4, 2021
Columbia, South Carolina

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF SPARTANBURG	)	SEVENTH JUDICIAL CIRCUIT
	)	
Gwendolyn Lockett,	)	Civil Action No.: 2020CP4203485
	)	
Plaintiff,	)	
	)	
vs.	)	DEFENDANT BARNYARD FLEA
	)	MARKET OF GREER, LLC'S MOTION
Barnyard Flea Market of Greer, LLC and	)	FOR SUMMARY JUDGMENT
Jane Doe,	)	
	)	
Defendants.	)	
	)	
	)	

YOU WILL PLEASE TAKE NOTICE that Defendant Barnyard Flea Market of Greer, LLC ("Defendant"), by and through its undersigned attorney, will move before the presiding Judge of the Seventh Judicial Circuit in the Richland County Court of Common Pleas, on the tenth (10th) day after service hereof or at such other time and place as shall be convenient to the Court and counsel, for an Order granting summary judgment in favor of the Defendant in the above-captioned matter upon the grounds that there exists no genuine issue as to any material fact and that Defendant is entitled to judgment as a matter of law in its favor. Summary Judgment is appropriate when it is clear that there is no genuine issue of material fact and that the moving party is entitled to a judgment as a matter of law. Hunt v. Happy Valley Ltd. Partnership, 315 S.C. 428, 434 S.E.2d 285 (Ct. App. 1993).

Plaintiff alleges that on or about October 15, 2017, she tripped and fell over merchandize that was on the floor.

Defendant is entitled to summary on the following ground: Plaintiff is unable to demonstrate that Defendant created the alleged condition or had actual or constructive notice of the same. Further, Plaintiff is unable to establish that Defendant had control over the subject are or product in which she alleged tripped and fell. Finally, Plaintiff has been unable to establish that Defendant is liable through any agency principle.

This motion is based upon the pleadings in this action, the Affidavits attached hereto or which will be served prior to the hearing, upon the memoranda in support of this motion and attachments thereto, upon Rule 56 of the South Carolina Rules of Civil Procedure, and upon such additional law and argument as shall be appropriate.

Defendant respectfully requests argument on its motion. Defendant reserves the right to amend this motion prior to argument and disposition of the motion. Further, Defendant reserves the right to supplement its argument by a written memorandum of law, affidavits, and other materials permitted under Rule 56, SCRCP.

SIGNATURE PAGE TO FOLLOW

Respectfully submitted,
COLLINS & LACY, P.C.

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ATTORNEYS FOR DEFENDANT
BARNYARD FLEA MARKET OF
GREER, LLC

June 17, 2022
Columbia, South Carolina

**DEFENDANT BARNYARD FLEA
MARKET OF GREER, LLC'S MOTION
FOR SUMMARY JUDGMENT**

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF SPARTANBURG	)	SEVENTH JUDICIAL CIRCUIT
	)	
Gwendolyn Lockett,	)	Civil Action No.: 2020CP4203485
	)	
Plaintiff,	)	
	)	
vs.	)	DEFENDANT BARNYARD FLEA
	)	MARKET OF GREER, LLC'S
Barnyard Flea Market of Greer, LLC and	)	MEMORANDUM IN SUPPORT OF
Jane Doe,	)	MOTION FOR SUMMARY JUDGMENT
	)	
Defendants.	)	
	)	
	)	

To: ROBERT J. TINSLEY, JR., ESQUIRE, COUNSEL TO PLAINTIFF:

Pursuant to Rule 56 of the South Carolina Rules of Civil Procedure, Defendant Barnyard Flea Market of Greer, LLC (Defendant) moved this Court for an order granting summary judgment in the above-referenced case. Defendant submits the following memorandum of law in support of its motion:

FACTS/PROCEDURAL BACKGROUND

This premises liability action arises out of a purported trip and fall on October 15, 2017, at Barnyard Flea Market (“Defendant” or “Barnyard” or “flea market”) in Greer, South Carolina by Gwendolyn Lockett (“Plaintiff”).

Plaintiff avers that on October 15, 2017, she entered the flea market and shopped at a store called Gypsy’s Caravan. (Compl. ¶ 10). Plaintiff alleges that, while she was shopping at Gypsy’s Caravan, an unidentified woman in an electric wheelchair backed towards her, causing her to have to back up to avoid being struck. (Compl. ¶ 13). Plaintiff states that she tripped over merchandise that was placed on the floor of Gypsy’s Caravan. (Compl. ¶ 14). According to Plaintiff, she then fell backwards onto the concrete floor and lost consciousness for a few seconds. (Compl. ¶ 15).

As a result, Plaintiff contends that she suffered severe injuries. (Compl. ¶ 16).

Plaintiff contends that, as an invitee of Barnyard Flea Market, Defendant owed her a duty of care, as Gypsy's Caravan was allegedly controlled by Defendant and the store owner acted as an agent of the Defendant through the principles of actual agency and apparent agency. (Compl. ¶ 11). Therefore, according to Plaintiff, Defendant is vicariously liable for any negligent or reckless acts committed by the operator of Gypsy's Caravan. (Compl. ¶ 12).

Plaintiff commenced this action against Defendant on October 12, 2020, nearly three years after the alleged incident occurred. Plaintiff asserted a claim of negligence, rooted in premises liability, against the Defendant.

Following the exchange of written discovery in this case, Plaintiff was deposed on March 30, 2022. During her deposition, Plaintiff recollected that on the day of October 15, 2017, she was a vendor at Barnyard Flea Market in Greer, SC, and that she had filled out the vendor agreement. (**Exhibit A**, Deposition Testimony of Plaintiff Gwendolyn Lockett, p. 24, lines 22-24). She first opened up a stall at the Flea Market on July 16, 2017, and sold items from around her home in her booth. (**Exhibit A**, p. 25, lines 3-9). She agreed that the vendor contract stated, "The Flea Market is not responsible for the dealer's property. Although security measures are taken, dealers leave their property at their own risk. The Flea Market is not responsible for any liabilities arising out of the negligent acts of dealers or their employees or any injuries sustained by any of their employees." (**Exhibit A**, p. 26, lines 14-25). When asked if Defendant had any control over how vendors set up their booths, Plaintiff stated that they had "some control," but averred that the only rules were that they couldn't display their goods outside their booth except for a small area in front of the entrance. (**Exhibit A**, p. 27, line 17 – p. 29, line 7).

Plaintiff testified that she had previously visited the Gypsy Caravan vendor area before the

day of her fall but could not recall how many times she had shopped there. (**Exhibit A**, p. 30, lines 19-24). She stated that she went to Gypsy's Caravan to ask the owner a question, and that Plaintiff was at the Flea Market selling items out of her booth on that date. (**Exhibit A**, p. 32, lines 5-13). To that end, Plaintiff agreed that she was not at the Flea Market as a visitor, but rather as a vendor, and only left her booth to visit Gypsy's Caravan briefly. (**Exhibit A**, p. 32, line 14-18).

Plaintiff averred that Gypsy's Caravan was on the same hall as her booth. (**Exhibit A**, p. 32, line 21). She testified that she walked to the front of the stall and waited while the owner was helping a customer before entering. (**Exhibit A**, p. 33, lines 6-14). She did not recall seeing anything on the floor or around her. (**Exhibit A**, p. 33, line 17). Plaintiff testified that, as she was standing outside of Gypsy's Caravan, a woman in an electric wheelchair began to back up towards her, and Plaintiff backed up to avoid the wheelchair; as she did this, she tripped over items that were sticking out of a table in front of Gypsy's Caravan and fell. (**Exhibit A**, p. 34, lines 8-15).

She stated that Defendant supplied a table to every vendor, but that the Defendant's rules stated that the table had to be within each vendor's area. (**Exhibit A**, p. 35, lines 14-22). She stated that most of the vendors used these table to display items for sale. (**Exhibit A**, p. 36, line 8). She did not know if the items that she allegedly tripped over belonged to Gypsy's Caravan. (**Exhibit A**, p. 36, line 17). Plaintiff testified that, as she stepped back, she fell backwards over these items and landed on her back and hips, briefly losing consciousness. (**Exhibit A**, p. 38, lines 2-8). Plaintiff believed that the items that she tripped over belonged to Gypsy's Caravan, not the Defendant. (**Exhibit A**, p. 39, line 23). She did not know who placed the items under the table, nor how long they had been there. (**Exhibit A**, p. 40, lines 2-12). Plaintiff testified that she was helped up by people at the Flea Market, but could not identify who, and then drove herself to the hospital. (**Exhibit A**, p. 38, line 7 – p. 39, line 7).

To date, a representative of Defendant Barnyard Flea Market of Geer has not been deposed by Plaintiff; neither has the owner/vendor at Gypsy's Caravan. However, during written discovery, Defendant produced Plaintiff's vendor file with the Flea Market. This file includes Plaintiff's Vendor Agreement with the Defendant that she signed on July 7, 2017. (**Exhibit B**, Plaintiff's Vendor Agreement). Attached to this agreement is the "Flea Market Policy for Warehouse Rentals" that lays out the several policies of Defendant for Vendors. (**Exhibit C**, Flea Market Policy for Warehouse Rentals"). In relevant part, the policies state:

The Flea Market is not responsible for the dealer's property. Although security measures are taken, dealers leave their property at their own risk. The Flea Market is not responsible for any liabilities arising out of the negligent acts of dealers or their employees or *any injuries sustained by any of their employees*.

(**Exhibit C**, *emphasis added*). This document was also signed and dated by Plaintiff on July 16, 2020. (**Exhibit C**).

Furthermore, Defendant publishes a pamphlet for all vendors that states Defendants table rental policies. In relevant part, this pamphlet states that all items must be kept within the white line at each vendor booth. (**Exhibit D**, "Policies for Table Rental").

Following substantial discovery in this matter, Defendant Barnyard Flea Market of Greer, LLC moved for summary judgment on June 17, 2022.

STANDARD OF REVIEW

A court will grant a moving party's motion for summary judgment when there exists no genuine issue of material fact, and that party is entitled to judgment as a matter of law. Rule 56(c), SCRPC. In determining whether any triable issues of fact exist, the court must view both the evidence and all reasonable inferences able to be drawn from the evidence in the light most favorable to the non-moving party. Simmons v. Tuomey Regional Medical Center, 341 S.C. 32,

533 S.E.2d 312 (2000). Nonetheless, a court, “cannot ignore facts unfavorable to [the non-moving] party and [it] must determine whether a verdict for the party opposing the motion would be reasonably possible under the facts.” Bloom v. Ravoira, 339 S.C. 417, 423, 529 S.E.2d 710, 713 (2000). Accordingly, the court must search the proof to ascertain whether it discloses a real issue, rather than a formal, perfunctory or shadowy one. Saluda Motor Lines v. Crouch, 300 S.C. 43, 46, 386 S.E. 2d 290, 292 (Ct. App. 1989).

The plain language of Rule 56(c), SCRPC, mandates the entry of summary judgment against a party who fails to make a showing sufficient to establish the existence of an element essential to the party’s case and on which that party will bear the burden of proof at trial. Bray v. Marathon Corp., 347 S.C. 189, 553 S.E.2d 477 (Ct. App. 2001).¹ With respect to an issue on which the non-moving party has the burden of proof, the moving party may point out to the trial court that there is an absence of evidence to support the non-moving party’s case. Hedgepath v. AT&T, 348 S.C. 340, 559 S.E.2d 327 (Ct. App. 2001). The non-moving party must then “do more

¹ In Bass v. Gopal, Inc., 384 S.C. 238, 247 n.6, 680 S.E.2d 917, 921 n.6 (Ct. App. 2009), the Court of Appeals addressed the recent change in summary judgment standard. In granting the summary judgment motion, the South Carolina Court of Appeals noted:

[I]n Hancock v. Mid-South Mgmt., Inc., 381 S.C. 326, 330, 673 S.E.2d 801, 803 (2009), our Supreme Court stated that in cases applying the preponderance of the evidence burden of proof, the non-moving party is only required to submit a mere scintilla of evidence in order to withstand a motion for summary judgment. However, in footnote 3 of the opinion, the Court was careful to point out that its pronouncement concerning a mere scintilla of evidence was not necessary for its determination of the outcome in the Hancock case. In any event, we must assume any evidence, even a scintilla, that is useful to withstand a summary judgment motion must meet the prerequisite of being probative.

The Hancock Court also cited McDowell v. Stilley Plywood Co., 210 S.C. 173, 179, 41 S.E.2d 872, 874-75 (1947), for the proposition “that although there was a scintilla of testimony that could be used to support the claimants’ position, when the entire testimony of the witnesses was viewed as a whole, it was obvious the testimony in support of claimants’ position rested on speculation and thus had no probative value.” Id.

than simply show that there is some metaphysical doubt as to the materials facts[.]” but “must come forward with specific facts showing that there is a genuine issue for trial.” Id. “[W]hen plain, palpable, and indisputable facts exist on which reasonable minds cannot differ, summary judgment should be granted.” Moore v. Barony House Restaurant, LLC, 382 S.C. 35, 40, 674 S.E.2d 500, 503 (Ct. App. 2009).

LAW/ANALYSIS

Plaintiff avers that Barnyard Flea Market of Greer, LLC is liable to her under the cause of action of negligence via premises liability. There is no evidence that Defendant knew or should have known of the alleged danger created at Gypsy’s Caravan, nor that Defendant created the danger. Further, Plaintiff, as a vendor at the Flea Market, signed and executed an agreement with Defendant waiving all liability against the Defendant for injuries sustained within any Vendor’s booth due to the negligence of a Vendor, and therefore was on notice that Defendant is not liable for the negligence of its vendors. Accordingly, Plaintiff’s claim fails as a matter of law.

I. Plaintiff Has Failed to Satisfy the Winterstein Analysis

It is well-settled in South Carolina that operators of hotels, inns and motels are much like operators of other businesses open to the public and are not deemed the insurer of the safety of their guests. Rather, an operator of a hotel, inn, or motel who invites the public to his premises owes them only a duty to exercise due care to keep the premises in a reasonably safe condition. See Garvin v. Bi-Lo, Inc., 343 S.C. 625, 541 S.E.2d 831 (2001). To prove negligence, a plaintiff must establish: (1) a duty of care owed by the defendant to the plaintiff; (2) the defendant’s breach of this duty by a negligent act or omission; (3) the defendant’s breach was the proximate cause of plaintiff’s injury; and (4) the plaintiff suffered damages. Doe v. Marion, 361 S.C. 463, 470, 605 S.E.2d 556, 560 (Ct. App. 2004). Exigent in this analysis is the establishment of the existence of

a dangerous condition.

Furthermore, the party alleging negligence has the burden of proving actionable negligence and “[t]his burden cannot be met by relying upon the theory that the thing speaks for itself or that the very fact of injury indicates negligence.” King v. J.C. Penney Co., 238 S.C. 336, 120 S.E.2d 229 (1961) (dismissing case where plaintiff failed to present evidence that escalator on which she was injured jerked due to defendant’s negligence).; see also Howard v. Kmart Discount Store, 293 S.C. 134, 359 S.E.2d 81 (Ct. App. 1987) (“Testimony that a floor was slick, without evidence that the slickness constituted an unsafe condition, is insufficient to present a jury question on a merchant’s conduct in the care of his floors and its causal relationship to plaintiff’s fall.”); Hunter v. Dixie Home Stores, 232 S.C. 139, 144, 101 S.E.2d 262, 265 (1957) (stating “[i]t is elementary that in order for a plaintiff to recover damages there must be proof not only of injury, but also that it was caused by the actionable negligence of the defendant. It should be kept in mind that the doctrine of res ipsa loquitur does not apply in this State.”).

Simply stated, the mere fact that Plaintiff fell does not satisfy her burden of proving actionable negligence. At the onset, she must at least present evidence that a defect or hazardous condition in the premises proximately caused her injuries, i.e. the cause of her fall.

However, assuming, arguendo, a dangerous condition with respect to the table caused Plaintiff to fall, Plaintiff’s claim fails because she is unable to satisfy the analysis set forth in Wintersteen v. Food Lion, Inc., 344 S.C. 32, 542 S.E.2d 728 (2001).

In Wintersteen, the South Carolina Supreme Court described the elements that must be proven to recover in an action based on a dangerous or defective condition on the premises. Specifically, this case enunciates the following standard for recovery:

To recover damages for injuries caused by a dangerous or defective condition on a storekeeper’s premises, the plaintiff must show either

(1) that the injury was caused by a specific act of the defendant which created the dangerous condition; or (2) that the defendant had actual or constructive knowledge of the dangerous condition and failed to remedy it. Anderson v. Racetrac Petroleum Inc., 296 S.C. 204, 371 S.E.2d 530 (1988); Pennington v. Zayre Corp., 252 S.C. 176, 165 S.E.2d 695 (1969); Hunter v. Dixie Home Stores, 232 S.C. 139, 101 S.E.2d 262 (1957).

Wintersteen, 344 S.C. at 35, 542 S.E.2d at 729 (*emphasis added*).

“Actual notice is synonymous with knowledge.” Hannah v. United Refrigerated Services, Inc., 312 S.C. 42, 430 S.E.2d 539 (Ct. App. 1993) (quoting Jefferson Cnty Bank v. Erickson, 247 N.W. 245, 247 (Minn. 1933). “A person who knows of a thing has notice thereof.” Hannah, 312 S.C. at 47, 430 S.E.2d at 542.

Constructive notice may be established by showing that the dangerous condition was present sufficiently long that the merchant was negligent in failing to discover and remove it. Pennington, 252 S.C. at 178, 165 S.E.2d at 696 (holding where there was no evidence in the record that the plastic bags were on the floor for any length of time prior to plaintiff’s fall, it was mere speculation to hold they should have been discovered by the merchant); see also Gillespie v. Wal-Mart Stores, Inc., 302 S.C. 90, 394 S.E.2d 24 (Ct. App. 1990) (holding storekeeper was not liable to customer who slipped and fell on wet floor near checkout clerk absent evidence that employee knew floor was wet or evidence of how long water had been on the floor).

As an initial matter, there is no evidence demonstrating Defendant created a dangerous condition. In fact, the existence of a vendor table outside of Gypsy’s Caravan would have violated the rules that Defendant set forth for all table-renters on its premises. (**Exhibit D**). Defendant explicitly warned its vendors that all items were to remain inside of their vendor area at all times. (**Exhibit D**). Furthermore, according to the Plaintiff, the table was at Gypsy’s Caravan Booth, used for Gypsy’s Caravan’s sales, and displaying Gypsy’s Caravan’s goods:

Q: Tell me about your time at Gypsy Caravan.

A: **I walked to her stall and I stood outside while she had a customer, waiting to ask her a question briefly.**

Q: When you said you waited outside, were you in an area that was occupied by Gypsy's Caravan, or do you know who occupied the area you were standing?

A: **I was in her area, the area occupied by her, in front of her stall.**

...

Q: How did you know that it was Barnyard Flea Market's Table, did you say that everyone had one?

A: **Vendors, yes. The vendors were assigned --**

Q: So every vendor has a table; is that correct?

A: **Most, yes, as far as I --**

Q: Most; okay.

A: **Yes.**

Q: Fair enough. And were those tables given to the vendors so that the vendors could use them in whatever way they felt they needed them?

A: **There were rules.**

Q: Okay. Tell me about the rules that you remember about the tables.

A: **I only remember one.**

Q: What's the one rule you remember?

A: **Your table had to be within your area.**

...

Q: Were vendors able to use these tables, such as put items for display, items for purchase on? Is that what most vendors used the tables for?

A: Yes.

Q: All right. And you said at the time of the incident, there were some boxes or some items under the table. Do you believe those to be items of Gypsy's Caravan?

A: Yes.

(**Exhibit A**, p. 33, lines 2-13; p. 35, lines 7-22; p. 36, lines 5-13). The record is void of any facts or allegations that Defendant created the dangerous condition. Plaintiff admitted that vendors choose where the tables are placed in their booths, what is placed on them, and that they control these tables that they rent from Defendant.

The record is also void of any indication Defendant had actual notice of any alleged defective or dangerous condition. At no point in written discovery or her deposition, did Plaintiff allege that Defendant was made aware of any threat to the public that the table or items stored under the table presented a hazard, nor was there any indication that these tables or items had caused previous falls. Plaintiff has produced no witnesses, has called no deponents to testify to such, and has provided no proof to her allegations that Plaintiff had knowledge of the danger. There is no evidence provided by the Plaintiff that Defendant had actual or constructive knowledge that the table or items under the table posed an alleged risk, and it would be mere speculation for this court to hold that Defendant should have discovered the danger based upon the non-existent evidence provided by Plaintiff.

Because Plaintiff has failed to establish that Defendant created or had knowledge of the alleged dangerous condition—which is expressly denied—Plaintiff's claim must fail.

II. Plaintiff was on Notice that Defendant was not Liable for Injuries Sustained in Vendor's Booths due to Vendor Negligence

As mentioned above, Plaintiff entered into an agreement with Defendant as a vendor, leasing a booth and operating her personal store on their premises. Attached to this agreement is the "Flea Market Policy for Warehouse Rentals" that lays out the several policies of Defendant for Vendors. (**Exhibit C**, Flea Market Policy for Warehouse Rentals). In relevant part, the policies state:

The Flea Market is not responsible for the dealer's property. Although security measures are taken, dealers leave their property at their own risk. The Flea Market is not responsible for any liabilities arising out of the negligent acts of dealers or their employees or *any injuries sustained by any of their employees*.

(**Exhibit C**, *emphasis added*). This document was also signed and dated by Plaintiff on July 16, 2020. (**Exhibit C**).

While Defendant Barnyard is not contending that this waiver is a blanket waiver of all liability or that it waives liability on the part of Barnyard's own negligence, Defendant would contend that Plaintiff, as a vendor, was aware of its existence, and therefore was on notice that Defendant is not liable for injuries sustained within a vendor's booth, due to the negligence of a vendor. At any point, Plaintiff could pursue the same claims against Gypsy's Caravan, for alleged injuries sustained at Gypsy's Caravan, involving Gypsy's Caravan goods and tables; however, Plaintiff, while on notice of the waiver, chose instead to pursue claims against a party that is not responsible for her injuries.

Because of Plaintiff's notice that Barnyard is not liable for injuries sustained due to a Vendor's negligence, and these alleged injuries occurred both in a Vendor's booth and due to a Vendor's negligence, Plaintiff's claims against Defendant fail as a matter of law.

III. Defendant cannot be held vicariously liable for the acts of Gypsy's Caravan, as Gypsy's Caravan was not an Agent of Defendant.

“Agency is the fiduciary relationship that arises when one person (a ‘principal’) manifests assent to another person (an ‘agent’) that the agent shall act on the principal's behalf and subject to the principal's control.” Froneberger v. Smith, 406 S.C. 37, 49, 748 S.E.2d 625, 631 (Ct. App. 2013) (quoting Restatement (Third) of Agency § 1.01 (2006)); *see also* Peoples Fed. Sav. & Loan Ass'n v. Myrtle Beach Golf & Yacht Club, 310 S.C. 132, 145, 425 S.E.2d 764, 773 (Ct. App. 1992) (“Agency ... results from the manifestation of consent by one person to another to be subject to the control of the other and to act on his behalf.”). “An agreement may result in the creation of an agency relationship although the parties did not call it an agency and did not intend the consequences of the relationship to follow. Agency may be proved by circumstantial evidence showing a course of dealing between the two parties.” Peoples Fed. Sav. & Loan Ass'n, 310 S.C. at 145-46, 425 S.E.2d at 773. “In an actual agency case, the question is not whether the purported principal could have exercised control over its agent, but whether it did so.” Jamison v. Morris, 385 S.C. 215, 222, 684 S.E.2d 168, 171 (2009); *see also* Cowburn v. Leventis, 366 S.C. 20, 39, 619 S.E.2d 437, 448 (Ct. App. 2005) (“The test to determine agency is whether or not the purported principal has the *right to control* the conduct of the alleged agent.” (quoting Fernander v. Thigpen, 278 S.C. 140, 144, 293 S.E.2d 424, 426 (1982))).

“A party asserting agency as a basis of liability must prove the existence of the agency, and the agency must be clearly established by the facts.” McCall v. Finley, 294 S.C. 1, 6, 362 S.E.2d 26, 29 (Ct. App. 1987). “The existence of an agency relationship is ... determined by the relation, the situation, the conduct, and the declarations of the party sought to be charged as principal.” Langdale v. Carpets, 395 S.C. 194, 201, 717 S.E.2d 80, 83 (Ct. App. 2011). “[I]t is the duty of one dealing with an agent to use due care to ascertain the scope of the agent's

authority.” McCall, 294 S.C. at 6, 362 S.E.2d at 29 (alteration by court) (quoting Justus v. Universal Credit Co., 189 S.C. 487, 495, 1 S.E.2d 508, 511 (1939)). “A true agency relationship may be established by evidence of actual or apparent authority.” R & G Constr., Inc. v. Lowcountry Reg’l Transp. Auth., 343 S.C. 424, 432, 540 S.E.2d 113, 117 (Ct. App. 2000). “[A]n agency may not be established solely by the declarations and conduct of an alleged agent.” Cowburn, 366 S.C. at 39-40, 619 S.E.2d at 448 (Ct. App. 2005) (alteration by court) (quoting Frasier v. Palmetto Homes of Florence, Inc., 323 S.C. 240, 245, 473 S.E.2d 865, 868 (Ct. App. 1996)). However, “such declarations and conduct are admissible as circumstances in connection with other evidence tending to establish the agency.” Fuller v. E. Fire & Cas. Ins. Co., 240 S.C. 75, 83, 124 S.E.2d 602, 606 (1962).

In Klippel v. Mid-Carolina Oil, Inc., 303 S.C. 127, 128-31, 399 S.E.2d 163, 164-65 (Ct. App. 1990), the circuit court granted summary judgment to respondents, who had denied in their affidavits a purported agent was actually their agent, as did the purported agent. The Court of Appeals determined that even though the purported agent stated in a deposition he was respondents' agent, because no other affidavits or depositions corroborated that claim, there was no question of fact as to agency and it affirmed the grant of summary judgment to respondents. Id. at 130, 399 S.E.2d at 165. This court noted, “The law is clear in this state that statements made by an agent concerning the existence or extent of his authority are insufficient standing alone to establish agency.” Id. In Snell v. Parlette, 273 S.C. 317, 322-23, 256 S.E.2d 410, 413 (1979), our supreme court found “[t]he testimony of [a purported agent who signed an agreement on behalf of ten relatives] that she was acting as the agent of her ten nonresident relatives is entitled to some weight, but is insufficient without more to establish an agency relationship.”

In this case, the Plaintiff has not alleged, testified to, or produced any evidence whatsoever that Gypsy's Caravan was an agent of the Barnyard Flea Market. If the Court in Klippel found that even though the purported agent stated in a deposition he was respondents' agent, there was no question of fact as to there being no agency-principal relationship, then this Court should respectfully find that there is no question of fact as to whether Gypsy's Caravan is an agent of Barnyard. Gypsy's Caravan is not an agent, and therefore Defendant cannot be held vicariously liable for the alleged negligence of Gypsy's Caravan. According, Plaintiff's claim of vicarious liability against Defendant must fail as a matter of law.

CONCLUSION

For the reasons set forth in this memorandum of law, in its motion for summary judgment, and in any oral argument heard by the Court, Barnyard Flea Market of Greer, LLC respectfully requests the Court grant its motion for summary judgment and dismiss this action with prejudice.

[SIGNATURE PAGE TO FOLLOW]

Respectfully submitted,

COLLINS & LACY, P.C.

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ATTORNEYS FOR DEFENDANT
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GREER, LLC

**DEFENDANT BARNYARD FLEA
MARKET OF GREER, LLC'S
MEMORANDUM IN SUPPORT OF
MOTION FOR SUMMARY
JUDGMENT**

September 19, 2022
Columbia, South Carolina

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF SPARTANBURG	)	SEVENTH JUDICIAL CIRCUIT
	)	
Gwendolyn Lockett,	)	Case No. 2020-CP-42-3485
	)	
Plaintiff,	)	PLAINTIFF'S MOTION TO ALTER OR
	)	AMEND
vs.	)	
	)	
Barnyard Flea Market of Greer, LLC and	)	
Jane Doe,	)	
	)	
Defendants.	)	
	)	

Pursuant to Rule 59, SCRCP, Plaintiff Gwendolyn Lockett respectfully requests the Court reconsider and amend its Order granting summary judgment in this matter that was issued and filed October 4, 2022, for the following reasons discussed herein.

LEGAL STANDARD

Summary judgment is appropriate “if there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law.” SCRCP 56(c). “[T]he non-moving party is only required to submit a mere scintilla of evidence in order to withstand a motion for summary judgment.” Hancock v. Mid-South Management Company, 381 S.C. 326, 673 S.E.2d 801, 803 (2009).

CASE BACKGROUND

This case arises out of a trip and fall at the Barnyard Flea Market in Greer near the entrance of the Gypsy’s Caravan booth or store. Ms. Lockett’s fall occurred October 15, 2017. Ms. Lockett was at the Gypsy’s Caravan store when a customer in a wheelchair backed towards Ms. Lockett so Ms. Lockett had to walk backwards to avoid the customer’s path. When she backed up, she tripped and fell over some items that were under a table outside the entrance of the Gypsy’s

Caravan booth. Gypsy's Caravan is a store run in a booth rented by the storekeeper from Barnyard Flea Market. The table was provided by Defendant Barnyard Flea Market for Gypsy Caravan to place items. The table had to be orderly maintained within Gypsy's Caravan's allotted space and comply with Defendant Barnyard Flea Market's rules.

Ms. Lockett's fall caused her serious, long-lasting injuries. She brought the present case against Defendant Barnyard Flea Market alleging it negligently caused her injuries.

ARGUMENT

The Court properly laid out the standard of negligence for a premises owner in this type of case. To recover for a dangerous condition on the storekeeper's premises, the plaintiff must show either "(1) that the injury was caused by a specific act of the defendant which created the dangerous condition; or (2) that the defendant had actual or constructive knowledge of the dangerous condition and failed to remedy it." Wintersteen, 344 S.C. 32, 35, 542, S.E.2d 728, 729 (2001). Constructive notice is based on circumstantial evidence so courts should not apply the law strictly and mechanically but should instead emphasize fairness and flexibility in analyzing whether the plaintiff has met its burden of proof. See, F.P. Hubbard & R.L. Felix, THE SOUTH CAROLINA LAW OF TORTS (4th Ed. 2011) p. 182, fn. 44.

Ms. Lockett does not dispute the Court's finding that no evidence demonstrates Defendant Barnyard Flea Market created the dangerous condition. Where the Court erred was on the second prong as Defendant Barnyard Flea Market had sufficient control of the area so that it knew or should have known of the tripping hazard that injured Ms. Lockett and failed to remedy that situation.

The Court summarily found that "no evidence provided by the Plaintiff that Defendant had actual or constructive knowledge that the table or items under the posed an alleged risk." The Court

failed to consider the control Defendant exerted over its tenants, including Gypsy's Caravan. Defendant Barnyard Flea Market has many areas of control over its tenants through the warehouse rental policy. Paragraph 8 limits several appliances as "a safety precaution for all vendors." Paragraph 14 requires vendors to "[s]tay inside your lines to keep aisles free of obstructions for shoppers." The warehouse rental policy is full of other ways Defendant Barnyard Flea Market controls and regulates the actions of its tenants. Defendant Barnyard Flea Market answered Interrogatory No. 10 by stating the Market staff enforces the policies and procedures.

Ms. Lockett would not have been injured if Defendant Barnyard Flea Market had enforced its rules and regulations regarding keeping aisles clear. Furthermore, a jury could find that Defendant Barnyard Flea Market should have known about the tripping hazard because its staff had the duty to enforce its rules and regulations, which the tripping hazard violated. If Defendant had properly monitored the area as required, it would have known about the tripping hazard. Defendant Barnyard Flea Market, therefore, had constructive notice of the tripping hazard that injured Ms. Lockett. Evidence exists so that a jury could determine Defendant Barnyard Flea Market acted negligently in failing to warn of or correct the tripping hazard that injured Ms. Lockett.

As the Court noted, agency is based on whether the principal had the right to control the agent. As discussed above, Defendant Barnyard Flea Market had many specific rules and regulations its tenants such as Gypsy's Caravan had to follow. These rules and regulations gave Defendant Barnyard Flea Market almost absolute control over Gypsy's Caravan. Gypsy's Caravan, therefore, was an agent for Barnyard Flea Market in these business activities so Ms. Lockett's vicarious liability theory should survive summary judgment as well.

CONCLUSION

For the reasons stated above, Ms. Lockett has produced at least a mere scintilla of evidence that Defendant Barnyard Flea Market breached the duty of due care it owed Plaintiff so the Court should overturn its prior order and deny Defendant Barnyard Flea Market summary judgment in this case.

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October 14, 2022

Greenwood, South Carolina

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
)
COUNTY OF SPARTANBURG) C/A NO.: 2020-CP-42-03485

Gwendolyn Lockett,)
)
 Plaintiff,)
)
 vs.)
)
Barnyard Flea Market of)
Greer, LLC and Jane Doe,)
)
 Defendants.)
_____)

TRANSCRIPT OF WEBEX MOTION HEARING

Held on June 17, 2022

6/17/2022

MOTION HEARING

1 THE COURT: Next I have case number 2020-CP-42-03485,
2 Lockett vs. Barnyard Flea Market of Dallas, LLC.
3 And I have Robert Tinsley as plaintiff's attorney
4 and Kelsey Brudvig as defendant's attorney. Good
5 morning.

6 MS. BRUDVIG: Good morning, Your Honor.

7 THE COURT: This is defendant's motion for summary
8 judgment. So, Ms. Brudvig, whenever you're
9 ready.

10 MS. BRUDVIG: Thank you and may it please the Court.

11 So the record is clear, Barnyard Flea Market, I
12 believe, of Dallas has been dismissed from this
13 case. So we're moving forward on Barnyard Flea
14 Market of Greer and Jane Doe. Barnyard Flea
15 Market of Greer is our only client in this case,
16 and that is who has moved for summary judgment.

17 This involves an October 15, 2017, fall
18 at the Barnyard Flea Market there in Greer.
19 Plaintiff was a vendor at Barnyard Flea Market at
20 the time of this incident. She had been a vendor
21 for several months before this incident. She
22 left her vendor space and went to a vendor space
23 that is operated, or at least has a general name
24 that people know by of Gypsy Caravan. And the
25 Barnyard Flea Market provides kind of these

6/17/2022

MOTION HEARING

1 enclosed spaces. I'm not sure if Your Honor has
2 been there, these enclosed spaces for vendors.
3 But they also can go into kind of this aisleway.
4 And each vendor space is delineated with white
5 lines.

6 Barnyard Flea Market has extra tables
7 that can be used by vendors to store items,
8 display items, whatever the case may be. And
9 Barnyard Flea Market only sets really one ground
10 rule regarding the tables, they -- vendors can
11 use them, but the tables must be within the
12 vendor's space, within those white lines. So
13 long as they're within the white lines, the
14 vendor has full control over how product is
15 displayed, where product is displayed so long as
16 it is within their vendor booth.

17 It is only the vendor who has the
18 control of their vendor booth and what's
19 delineated as the booth. Ms. Lockett left her
20 vendor booth, went to Gypsy Caravan to --

21 THE COURT: Ms. Brudvig?

22 MS. BRUDVIG: Yes, ma'am.

23 THE COURT: I apologize for interrupting you. Give me
24 just one moment, please.

25 MS. BRUDVIG: You're fine. Thank you, Your Honor.

6/17/2022

MOTION HEARING

1 (Pause)

2 THE COURT: Please continue. You were telling me about
3 the tables and the white lines.

4 MS. BRUDVIG: Yes. So, by all accounts, there's no
5 dispute that these tables that Gypsy Caravan may
6 have used that were provided by Barnyard Flea
7 Market were outside the scope of her vendor
8 space. This incident purportedly involved some
9 items stored under that table. What we
10 understand from Ms. Lockett's testimony is she
11 entered Gypsy Caravan's vendor booth, and there
12 was an individual in an electric wheelchair who
13 began to back up or at least come towards her.
14 So she began to walk backwards. And when she
15 walked backwards, she purportedly tripped over
16 items, boxes stored under the table that may have
17 been protruding from the table. Again, the only
18 rule by Barnyard Flea Market is the tables are
19 within your vendor booth, but as far as the
20 display and where the products are, that is
21 solely within the control of each vendor.

22 She ends up tripping over then falling
23 backwards. This is a premises liability case
24 relying on "Winterstein" knew or should have
25 known or created the condition. There is no

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ROA 056

6/17/2022

MOTION HEARING

1 evidence in this case that Barnyard Flea Market
2 created any condition. They did not place the
3 tables there. They did not place items stored
4 under the tables. There's no involvement of
5 Barnyard Flea Market with regard to Gypsy
6 Caravan's booth and how those products were
7 displayed.

8 As far as creating a condition, or
9 excuse me, as far as knowledge or notice of a
10 condition, Ms. Lockett testified she doesn't know
11 how long the items were there. For all we know,
12 another patron had, you know, pulled an item out
13 moments before this fall and had left the box
14 there. You know, Barnyard Flea Market is not
15 actively managing and controlling the vendor
16 booths. They control the common space. This was
17 not a common space. This was in the vendor
18 premises. So under a "Winterstein" analysis,
19 there's no evidence that Barnyard Flea Market
20 created a condition or knew or should have known
21 of a condition.

22 Plaintiff's counsel has filed in the
23 complaint, there's one line of allegation before
24 you get to the cause of action for negligence
25 that we have interpreted as maybe asserting that

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ROA 057

6/17/2022

MOTION HEARING

1 Barnyard Flea Market is vicariously liable for
2 the acts of this vendor. I do know that the
3 vendor is never named as a defendant. I'm not
4 sure if Jane Doe is the purported vendor as
5 named. We had previously identified who the
6 vendor was. They've never been added to this
7 case. And so we've addressed and, Your Honor,
8 we've submitted a memo in support of our summary
9 judgment and, as part of that memo, we did
10 address the vicarious liability argument. There
11 is just one allegation in the complaint. I'm not
12 sure if that is how or if that is the theory of
13 liability that's really being assessed in this
14 case by the plaintiff.

15 But just to briefly hit the highlights
16 of a vicarious liability argument. The Court
17 would have to find that this vendor is an agent
18 of Barnyard Flea Market. Ms. Lockett testified
19 they are there to sell their own items. Barnyard
20 Flea Market has no involvement with the items
21 that a vendor is selling. The vendor is not
22 selling anything that belongs to Barnyard Flea
23 Market. And so there's no relation between the
24 vendor and the Flea Market that would -- that
25 would remotely establish an agency relationship.

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ROA 058

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MOTION HEARING

1 And without that agency relationship, there
2 simply can be no vicarious liability. There's
3 been no real assertion through the course of
4 discovery that Barnyard Flea Market in fact -- or
5 excuse me, the vendor, in fact, was an agent of
6 Barnyard Flea Market. I think Ms. Lockett's
7 testimony clearly establishes that while there's
8 an agreement between Barnyard Flea Market and the
9 vendors, there's really not a lot of control
10 Barnyard Flea Market has over these vendors,
11 except the direction keep your premises or keep
12 your items within your vendor booth.

13 I will note, and we've addressed it in
14 the memo, I think what's important in this case
15 is the fact that Ms. Lockett herself was a
16 vendor. And why that's important is she signed a
17 vendor agreement. In that vendor agreement,
18 there is a waiver of liability for injuries that
19 occur within the vendor booth. And while
20 typically we would assert that as, you know,
21 almost a defense, I only bring that up to
22 establish that Ms. Lockett was on notice that
23 when you're walking around and you're entering
24 vendor booths, that's not on Barnyard Flea
25 Market.

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ROA 059

6/17/2022

MOTION HEARING

1 If someone was injured in her own booth,
2 she would know that's not on Barnyard Flea
3 Market. So she is on notice that there really is
4 no liability for personal injuries within vendor
5 booths. And so that's why we address it in our
6 memo. Again, it's not really a waiver as to
7 claims here, but it's just to provide that Ms.
8 Lockett had notice that Barnyard Flea Market
9 would not be liable for these types of -- these
10 types of incidents.

11 For those reasons and those articulated
12 both in our motion and our memo, we respectfully
13 ask the Court to grant Barnyard Flea Market's
14 motion for summary judgment.

15 THE COURT: Mr. Tinsley.

16 MR. TINSLEY: Thank you, Your Honor. Good morning.

17 Jamison Tinsley for the plaintiff, Gwendolyn
18 Lockett, who is present this morning off screen.
19 My camera just can't accommodate showing both of
20 us, but I wanted to let the Court know that. And
21 may it please the Court, I would argue that the
22 facts differ about how much control that Barnyard
23 exerts or has a right to exert. There's several
24 paragraphs in the warehouse rental policy showing
25 that control. And that policy is Exhibit C to

6/17/2022

MOTION HEARING

1 the defendant's motion. Just various things, it
2 gives -- controls the time that vendors can
3 operate, requires approval for construction or
4 electrical work. The main -- and in paragraph 8
5 deals with things like hot plates, air
6 conditioning units, refrigerators, even turning
7 on the lights, and it mentions that it's dealing
8 with safety hazards.

9 Paragraph 14 of that policy requires
10 staying inside the lines and keeping aisles free
11 of obstruction for shoppers, which is precisely
12 the type thing that caused the injury to Ms.
13 Lockett in this case. And interrogatory number
14 10, we asked the defendant Barnyard, who enforces
15 compliance by vendors with the policies and
16 procedures or maintenance and cleanliness at the
17 Flea Market in Greer? And the answer was the
18 Market staff. So Barnyard has these rules; they
19 enforce them. Our position is that they were --
20 they were negligent, didn't exercise due care in
21 enforcing them, and that's what caused Ms.
22 Lockett to be injured. Because this is not a
23 standard situation where a landlord can tell a
24 tenant or a vendor just do as you please
25 considering it's a place that's open up to the

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1 public, and that was the whole intention for
2 Barnyard to rent this vendor space out to the
3 Gypsy Caravan, as well as the other vendors.

4 There's also a table rental section,
5 which I believe is Exhibit 10 which has similar
6 rules and regulations dealing with control. So I
7 think there's sufficient control that Barnyard
8 has here to where there is liability for its
9 negligence that led to Ms. Lockett's injuries.
10 The vicarious liabil-- -- I'm not, you know,
11 vicarious liability may not be as strong as just
12 under its control as the owner of this premises
13 that it rents out to Gypsy Caravan to -- for
14 money or Gypsy to sell to the public so they can
15 bring folks in not only to Gypsy but to their
16 other vendors in the Barnyard Flea Market.

17 And this waiver in paragraph -- I
18 believe it's paragraph 5, the way I read that
19 language is it's pretty broad. I think it's too
20 broad to be enforceable. And the main thing I
21 take from it, that language, is that if you leave
22 something there and it gets stolen, you're on
23 the hook for it. That's what I think the real
24 intent is. And it does mention security measures
25 are taken, dealers leave their property at their

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1 risk.

2 And then they have this -- the second
3 sentence has this all encompassing language that
4 I don't think is enforceable that says they're
5 not responsible for any liabilities arising out
6 of the negligent acts of dealers or their
7 employees or any injuries sustained by any of
8 their employees. And I would argue that had Ms.
9 -- had Market staff showed due care, Ms. Lockett
10 wouldn't have been injured. This cluttered floor
11 situation is just begging for somebody to trip
12 and fall, and it's unfortunate that it happened
13 to anyone, and it happened to Ms. Lockett. And I
14 think her status as being another vendor is
15 pretty well irrelevant because she's there to
16 benefit Barnyard as well; they're collecting rent
17 from her. So whether she's considered a patron
18 or a vendor I think is irrelevant to the analysis
19 today.

20 So that's kind of our points as to why
21 we would ask that you deny the defendant's motion
22 and not invoke this drastic remedy of summary
23 judgment. Thank you, Your Honor.

24 THE COURT: Thank you. Ms. Brudvig. I cannot hear
25 you.

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1 MS. BRUDVIG: I apologize, Your Honor. Briefly in
2 reply, I think what's important is taking this
3 outside of the control of Barnyard Flea Market,
4 we still have to go through a "Winterstein"
5 analysis. And again, there is no evidence that
6 any items on the floor, stored under the table,
7 or within the booth belonged to Barnyard Flea
8 Market, or that they had any control over the
9 items that were for purchase by patrons of Gypsy
10 Caravan. Then there's no notice. You know,
11 there's no evidence, Ms. Lockett even said, I'm
12 not sure how long that box had been there; I'm
13 not sure how it even got there. And so there's
14 no notice to Barnyard. There's been no reporting
15 by other patrons or vendors that this booth was
16 in some disarray as to pose a hazard.

17 And again, I think it's important to
18 remember, Ms. Lockett is walking backwards. And
19 so it goes to a comparative aspect, but at the
20 same time, when you're talking about clear
21 aisleways, there's no evidence that these
22 aisleways were anything but clear and accessible
23 by patrons in its normal use, walking forwards.
24 You know, Ms. Lockett was not watching out for
25 herself. She entered the vendor space without

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1 any issue and presumably walking or backing out
2 in the same -- in the same manner that she walked
3 forward in without any issues.

4 So I think once you -- you know, I
5 understand Mr. Tinsley's arguments on the
6 control, but you may have the control, but then
7 we have to go through a "Winterstein" analysis.
8 And there simply is -- the record is void of any
9 evidence to support creating the condition or
10 knew or should have known of the condition.
11 That's the focus of our motion for summary
12 judgment. Again, we rely on our memorandum and
13 our motion and respectfully request the Court
14 grant the motion for summary judgment.

15 THE COURT: Thank you. Mr. Tinsley, any brief reply
16 before the hearing concludes?

17 MR. TINSLEY: Just very briefly. I understand the
18 notice aspect. I think Ms. Brudvig is right as
19 far as Barnyard controlling the items, there's no
20 evidence of that and I don't think there ever
21 will be any evidence of that. But the notice, if
22 they're out doing what they're supposed to do
23 enforcing their rules, then I don't think this
24 injury happens. I think that's a jury question.
25 And, obviously, we're talking about permanent

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1 items. We're not talking about a banana peel
2 where we could look at the color of it for
3 evidence of how long it's been there. But I've
4 seen no logs of the Market staff fulfilling its
5 duty of enforcing the rules. And the issue of
6 Ms. Lockett walking backwards, that's a pure jury
7 question there. So we would ask that you deny
8 summary judgment. Thank you, Judge.

9 THE COURT: And you said, Mr. Tinsley, that you argued
10 that Barnyard Market of Greer had assumed
11 responsibility in some way for maintaining these
12 aisles, and you referenced a document. Is that
13 in the Court's file?

14 MR. TINSLEY: Yes, Judge. That document is the
15 warehouse rental policy, and it should be Exhibit
16 C to the defendant's motion that was filed
17 yesterday afternoon.

18 THE COURT: And can you tell me which paragraph states
19 that Barnyard Market of Greer is responsible for
20 enforcing these paragraphs?

21 MR. TINSLEY: Well, no -- oh, that would be the -- I
22 think what you're talking about is the answer to
23 interrogatory number 10, which I -- the question
24 was, who enforces compliance by vendors with the
25 policies and procedures for maintenance and

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1 cleanliness at the Flea Market in Greer, South
2 Carolina, and the answer is the Market staff.
3 That is not part of the Court file, but I'll be
4 glad to file it as soon as we -- as soon as we
5 finish this hearing.

6 THE COURT: Okay. Please file that for me so I can
7 review that.

8 MR. TINSLEY: Okay. Thank you, Judge.

9 THE COURT: Thank you, all. I appreciate your time
10 today. And if there's nothing further, that will
11 conclude this hearing. Anything further, Ms.
12 Brudvig?

13 MS. BRUDVIG: Just one quick item. I think I heard Mr.
14 Tinsley say these were permanent items and so if
15 Market -- if the Market staff was doing their
16 inspections they would have found these. Your
17 Honor, I would rely on the testimony of Ms.
18 Lockett. She did not say she tripped over
19 permanent items. These were items for sale that
20 were purportedly stored under a table, movable,
21 transferrable items that, again, Barnyard Flea
22 Market was not on notice of being in any aisleway
23 prior to this incident. So I don't -- I think
24 that -- I just wanted to address that because I
25 don't see these as permanent items. I don't

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1 think Ms. Lockett has testified these are
2 permanent fixed items.

3 THE COURT: Okay. Thank you.

4 MS. BRUDVIG: Thank you. Thank you, Your Honor.

5 MR. TINSLEY: Thank you, Judge.

6 (End of recording.)

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CERTIFICATE

Be it known that I, Andrea R. Taylor, do hereby certify that I transcribed the recording of the Motion Hearing held via Webex on June 17, 2022, to the best of my ability; that I am a notary public in and for the State of South Carolina; that the foregoing transcript consisting of 16 pages represents a true, accurate, and complete transcript of said hearing as provided to me. This transcript may contain quoted material; said material is transcribed as read or quoted by the speaker.

I further certify that I am neither employed by nor related to any of the parties in this matter nor their counsel; nor do I have any interest, financial or otherwise, in the outcome of this action.

Witness my hand and seal this 6th day of February, 2023.



Andrea R. Taylor
Notary Public for South Carolina
My Commission Expires: 2/18/2024

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GWENDOLYN SHERYL LOCKETT

March 30, 2022

Gwendolyn Lockett

VS

Barnyard Flea Market of Greer, LLC, et. al.

2020-CP-42-03485

REPORTER: Sheila Smith

STATE OF SOUTH CAROLINA
COUNTY OF SPARTANBURG

IN THE COURT OF COMMON PLEAS
C.A. NO. 2020-CP-42-03485

Gwendolyn Lockett,)
)
 Plaintiff,)
)
 vs.)
)
Barnyard Flea Market of)
Greer, LLC, and Jane Doe,)
)
 Defendants.)

DEPOSITION OF GWENDOLYN SHERYL LOCKETT

Pursuant to Notice of Deposition and/or agreements in the above entitled case, the deposition of Gwendolyn Sheryl Lockett was taken at the offices of Tinsley & Tinsley, P.C., located at 109 Oak Avenue, Greenwood, South Carolina, on Wednesday, March 30, 2022, commencing at 10:13 A.M.

REPORTED BY: Sheila B. Smith, CVR-CM-M
 Certified Verbatim Reporter
 Certificate of Merit

APPEARANCES:

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.....On behalf of Plaintiff

KELSEY J. BRUDVIG, Esquire (Via Zoom)
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kbrudvig@collinsandlacy.com

.....On behalf of Defendants

ALSO ATTENDING: (None)

* * * * *

STIPULATIONS: The within deposition was taken pursuant to
Rule 30 of the South Carolina Rules of Civil Procedure.

WAIVER: Examination and reading of the deposition are
waived by the witness and by the parties.

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EXHIBITS:

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1 GWENDOLYN SHERYL LOCKETT, being duly sworn, testified
2 as follows:

3 EXAMINATION BY MS. BRUDVIG:

4 Q. Ms. Lockett, good morning.

5 A. Good morning.

6 Q. I appreciate your accommodations. We're getting
7 started a little late, and I appreciate you and
8 your flexibility in being able to do this over
9 Zoom. I apologize that I'm not there to meet with
10 you and talk with you in person, but I hope you do
11 understand. We met briefly off the record, but
12 for purposes of the record, my name is Kelsey
13 Brudvig. I'm an attorney at Collins & Lacy down
14 in Columbia, and we represent Barnyard Flea Market
15 with regard to a lawsuit you brought against the
16 entity related to an incident that occurred at the
17 Flea Market sometime ago. We're here today to
18 take your deposition. Have you ever had your
19 deposition taken before?

20 A. No, ma'am.

21 Q. Okay. The reason I asked that up front is just to
22 see how familiar you are with the process. By
23 virtue of the fact that you have brought this
24 lawsuit, we engage in something called discovery.
25 One of the mechanisms of discovery is a

1 deposition. And all it is is a question and
2 answer session. So I'll be asking questions.
3 You're under oath. I just need you to tell
4 truthful responses. Okay?

5 A. Yes, ma'am.

6 Q. The Supreme Court requires me to go over some
7 rules with you on the record. The first is that
8 if you'll continue to give verbal responses. It's
9 very important today because we are over Zoom
10 that I do hear a verbal response. I may not
11 necessarily be looking at the picture of you, and
12 so if you nod your head or shake your head, I
13 won't pick that up. In the same regard, the court
14 reporter can't take down verbal responses. So
15 yes, no, and then you can accompany it with any
16 explanation or answer you want. Okay?

17 A. Yes, ma'am.

18 Q. And in the same regard, Madam Court Reporter can
19 only take down one person speaking at a time, so
20 if you'll let me get my full question out. I
21 don't how much, if any, there's a delay from the
22 Zoom, but if you'll try and let me get my full
23 question out, I will likewise do the same for your
24 answer. Okay?

25 A. Okay.

1 Q. I do not take too terribly long depositions.
2 We'll certainly have you out of here by lunchtime,
3 but this is my one and only opportunity to speak
4 with you and get what you know and what you don't
5 know about your case. But we're here on your
6 time. If you need a break for any reason, no
7 reason at all, please just let me know. The only
8 thing I ask is two things. If I've asked you a
9 question, if you will go ahead and provide me an
10 answer. The second is, any time you speak with
11 your attorney, it's subject to attorney-client
12 privilege except for today now that the deposition
13 has started. If you have a conversation with Mr.
14 Tinsley about your testimony or about this case,
15 I'm entitled to know what you discussed. Okay?

16 A. Yes, ma'am.

17 Q. You were sworn in before we got started. Do you
18 understand that you are under oath and the
19 significance for being under oath?

20 A. I do.

21 Q. Okay. And are you on -- one more rule. Today I'm
22 here to ask you questions that you understand.
23 I'm not trying to trick you, but I will inevitably
24 ask a poorly worded question. If you do not
25 understand my question, please ask me to rephrase

1 it. Okay?

2 A. Yes, ma'am.

3 Q. In the same regard, can we agree that if you
4 answer my question, you understood my question?

5 A. Yes.

6 Q. Okay. And are you on any drugs, alcohol, or
7 medication, or can you think of any reason at all
8 as to why you may not be able to understand my
9 questions today and answer them truthfully?

10 A. I have no reason.

11 Q. Are you ready to go ahead and get started then
12 with some questions?

13 A. I am.

14 Q. All right. And if you'll continue to speak up
15 just a little bit. You're fading out for me, but
16 if you'll continue to speak up or speak a little
17 bit more direct into the microphone. Can you
18 please state your name for the record, Ms.
19 Lockett?

20 A. Gwendolyn Sheryl Lockett.

21 Q. All right. And your date of birth?

22 A. February 26th, 1954.

23 Q. I got the year. You cut out on the month and the
24 date.

25 A. February 26th, 1954.

1 Q. And I'll ask that the last four only be put down
2 on the record, but what is your full Social
3 Security number?

4 A. XXX-XX-5912.

5 Q. And do you have a South Carolina Driver's License?

6 A. I do.

7 Q. Has that license ever been suspended or revoked
8 for any reason?

9 A. Yes.

10 Q. Tell me about those suspensions or revocations.

11 A. It was suspended in 2018 in error. And I had to
12 go get proof that it was in error, and I was
13 refunded for my expenses and restored.

14 Q. Okay. Is that the only time it's been suspended,
15 that inadvertent suspension?

16 A. I don't know. I don't remember.

17 Q. Please don't be offended by this next question. I
18 ask it of everyone. Have you ever been arrested
19 or convicted of a crime?

20 A. No, ma'am.

21 Q. Aside from this lawsuit that we're here to talk
22 about today, have you ever filed any other
23 lawsuits?

24 A. No.

25 Q. Have you ever previously been sued?

1 A. No.

2 Q. Have you ever filed a personal injury claim with

3 an insurance company?

4 A. Not that I remember, no.

5 Q. Have you ever been involved in any motor vehicle

6 accidents?

7 A. Yes.

8 Q. Tell me about those.

9 A. Someone hit me from behind -- oh, what was that?

10 Twenty -- I believe it was 2019. I'm not sure.

11 Q. Okay. Was it just a small fender bender or was it

12 some pretty serious property damage?

13 A. I wouldn't know how to categorize it.

14 Q. Let me ask you this. Did you seek medical

15 treatment?

16 A. Yes, ma'am.

17 Q. What were you seeking medical treatment for, what

18 body parts?

19 A. Back, chest, head, and pretty much my areas in my

20 upper torso.

21 Q. Were you transported by an ambulance from the

22 scene?

23 A. Yes.

24 Q. Do you know who transported you?

25 A. I don't.

1 Q. Okay. I'm assuming that ambulance transported you
2 to an emergency room?

3 A. Yes.

4 Q. Do you know where you went?

5 A. Hillcrest Hospital in Simpsonville, now called
6 Prisma I believe.

7 Q. Do you know what, if anything, you were diagnosed
8 with with regard to your back, neck, and head and
9 some upper torso?

10 A. I don't recall.

11 Q. Are you continuing treatment to this day from that
12 accident?

13 A. I stopped because of Covid.

14 Q. So about in March, you ceased treatment because
15 of Covid. Have you picked treatment back up at
16 all?

17 A. Not yet.

18 Q. Okay. Do you have intention to pick it back up
19 with regard to the injuries from that motor
20 vehicle accident?

21 A. Yes.

22 Q. Do you have anything currently on the books for
23 any appointments?

24 A. Could you clarify that? For --

25 Q. Sure. And that's exactly what I want you to do if

1 you don't understand my question. Just ask me to
2 rephrase it. Do you have any appointments
3 currently scheduled for treatment related to the
4 motor vehicle accident?

5 A. I'm monitored by my primary physician when I go
6 for my appointments, but not a specialist.

7 Q. Who is your primary care physician?

8 A. Dr. Leah Aragon.

9 Q. And where does she practice?

10 A. On Tanner Road in Mauldin, South Carolina.

11 Q. What was the city?

12 A. Mauldin, M-A-U-L-D-I-N.

13 Q. Oh, Mauldin; okay. Any other motor vehicle
14 accidents?

15 A. During a certain time period?

16 Q. I'm sorry?

17 A. I'm not clear on the time period.

18 Q. Okay. Well, we talked about one that occurred in
19 2019. If you don't remember the years or the time
20 periods, just -- I guess the first question I
21 would have is, are there any other motor vehicle
22 accidents you've been involved in?

23 A. Yes.

24 Q. And do you remember the time periods of those
25 other accidents or other accident?

1 A. Not clearly, no.

2 Q. Do you have any recollection of whether you
3 sustained injuries in any of those other
4 accidents?

5 A. I don't remember.

6 Q. Okay. Have you ever had any slip and falls or
7 trip and falls aside from the one that we're here
8 today to talk about?

9 A. Yes.

10 Q. Tell me about the other slip and falls or trip and
11 falls similar to your motor vehicle accidents,
12 about when it happened, and if you were injured.

13 A. May I change that answer?

14 Q. I'm sorry. You cut out a little.

15 A. I was not clear. May I answer that again?

16 Q. Certainly. So with regard to the slip and falls
17 and trip and falls, we're obviously here today to
18 talk about one that occurred at the Barnyard Flea
19 Market. I'm curious as to other slip and falls or
20 trip and falls. And what information I'm looking
21 for is similar to what you provided me with regard
22 to the motor vehicle accidents, about what year
23 they happened, the circumstance surrounding it,
24 and any injuries.

25 A. I have fallen, but I don't know if they're

1 regarded as slip and fall.

2 **Q. Okay. Tell me about some prior falls.**

3 **A. A porch was rotted. I stepped on it, and I fell**
4 **through it.**

5 **Q. About when was that?**

6 **A. I can't remember the year.**

7 **Q. Is it more than five years ago?**

8 **A. No.**

9 **Q. Was it before the incident we're here today to**
10 **talk about?**

11 **A. I'm not sure.**

12 **Q. Okay. And were you injured in that fall?**

13 **A. Yes.**

14 **Q. What did you injure?**

15 **A. My ankle.**

16 **Q. And did you seek medical treatment?**

17 **A. Yes.**

18 **Q. All right. And were you diagnosed with anything**
19 **with regard to your ankle?**

20 **A. Yes.**

21 **Q. What were you diagnosed with?**

22 **A. A fracture.**

23 **Q. Were you placed in a boot or in a hard cast?**

24 **A. Boot.**

25 **Q. Okay. Do you feel that you have recovered from**

1 that ankle fracture?

2 A. I feel that I have.

3 Q. Any other falls, whether you would classify them
4 as slip and falls, trip and falls, or anything
5 similar to the porch incident?

6 A. Yes.

7 Q. Tell me about those.

8 A. My dog was lying in my home. I didn't see her. I
9 stepped on her. When she jumped up, I fell.

10 Q. Were you injured?

11 A. Yes.

12 Q. What did you injure?

13 A. My toe.

14 Q. Did you seek medical treatment?

15 A. Yes.

16 Q. Were you diagnosed with anything?

17 A. Yes.

18 Q. Was that a broken toe?

19 A. Yes.

20 Q. Okay. What foot was that?

21 A. My right foot.

22 Q. What ankle was fractured from the porch incident?

23 A. My right.

24 Q. Was the porch incident before or after the broken
25 toe incident?

- 1 A. I'm not sure.
- 2 Q. Okay, fair enough. Any other falls?
- 3 A. None that I can remember.
- 4 Q. Ms. Lockett, where are you originally from?
- 5 A. I'm originally from the State of New Jersey.
- 6 Q. How did you make your way down to South Carolina?
- 7 A. I'm not clear on that question.
- 8 Q. Well, do you currently live in South Carolina?
- 9 A. Yes.
- 10 Q. Okay. When did you move to South Carolina?
- 11 A. 1997.
- 12 Q. What brought you to South Carolina?
- 13 A. I'm not clear on that question.
- 14 Q. Why did you come to South Carolina? Why did you
- 15 move to South Carolina?
- 16 A. Better weather and economy.
- 17 Q. Did you take up employment when you moved to South
- 18 Carolina?
- 19 A. I did.
- 20 Q. What did you do when you moved to South Carolina?
- 21 A. I was a special education teacher.
- 22 Q. All right. How long did you do that?
- 23 A. I'm not clear on that question.
- 24 Q. Did I hear you right that you're a specialist pre-
- 25 K teacher?

1 A. I was special education teacher.

2 Q. Special education teacher; okay. And how long
3 were you a special education teacher?

4 A. In South Carolina?

5 Q. Well, that's a fair answer. So let me back up
6 then a little bit before we start talking about
7 your time in South Carolina. When you were in New
8 Jersey, did you graduate high school?

9 A. Yes.

10 Q. And did you pursue further education?

11 A. Yes.

12 Q. Okay. Did you obtain a degree or certificate for
13 teaching?

14 A. Yes.

15 Q. And at some point in time, did you begin your
16 career in New Jersey?

17 A. Yes.

18 Q. And were you a special education teacher in New
19 Jersey?

20 A. Yes.

21 Q. And then you moved to South Carolina around 1997.
22 So from 1997 till -- when did you become -- or
23 were you a special education teacher?

24 A. 2007.

25 Q. Did you retire in 2007?

1 A. Yes.

2 Q. Did you work for one school district or one
3 specific school?

4 A. In South Carolina?

5 Q. Yes, ma'am.

6 A. No.

7 Q. Who was your employer?

8 A. Greenville County Schools and Richland County
9 Schools.

10 Q. And did you say Richland?

11 A. Yes, ma'am.

12 Q. At some point in time, did you live in Columbia or
13 the Columbia area?

14 A. Yes, ma'am.

15 Q. Okay. When did you live in the Columbia area?

16 A. From 2000 until 2006.

17 Q. And then in 2006, did you move back up to the
18 Upstate?

19 A. Yes, ma'am.

20 Q. When you originally moved to South Carolina, did
21 you live in the Upstate?

22 A. Yes, ma'am.

23 MS. BRUDVIG: Ms. Lockett, if you'll bear with
24 me for just a couple moments. I'm going to switch
25 rooms.

1 (OFF THE RECORD)

2 EXAMINATION RESUMED BY MR. BRUDVIG:

3 Q. Ms. Lockett, before we went off took a quick
4 break, I think I had asked you about some of your
5 residential history and where you've lived in
6 South Carolina. Since 2006 or 2007, have you
7 continuously resided in the Upstate?

8 A. I'm not -- I'm not clear on your question.

9 Q. Sure. I think you had told me that you lived in
10 the Columbia area until about 2006.

11 A. Or seven.

12 Q. And then you moved back to the Upstate. Have you
13 lived in the Upstate since you last moved back
14 around 2006?

15 A. Have I lived in the Upstate since 2006? Is that
16 the question, ma'am?

17 Q. Yes, ma'am. Have you lived anywhere else except
18 the Upstate since 2006?

19 A. I have not.

20 Q. Can I have your current address?

21 A. 220 Irby Avenue, Laurens, South Carolina.

22 Q. And how long have you resided on Irby Avenue?

23 A. Fifteen years.

24 Q. And who lives there with you?

25 A. I live alone.

1 Q. All right. Ms. Lockett, do you have any children?

2 A. I do.

3 Q. Are any of them over the age of 18 and reside in
4 Spartanburg County?

5 A. No, ma'am.

6 Q. I'm going to ask you some questions now that you
7 may think are a little odd, but what I want to do
8 is try and figure out who may know you and who you
9 may know on the jury. This case is pending in
10 Spartanburg County, so I'm interested to know any
11 relations you have with Spartanburg County. So I
12 just asked about any children living in
13 Spartanburg. Do you have any other family that
14 reside in Spartanburg County?

15 A. No, ma'am.

16 Q. Do you attend church in Spartanburg County?

17 A. No, ma'am.

18 Q. Do you attend any type of social club in
19 Spartanburg County?

20 A. No, ma'am.

21 Q. All right. Aside from the Barnyard Flea Market,
22 do you have any ties to Spartanburg County?

23 A. No, ma'am.

24 Q. Fair enough. Ms. Lockett, are you currently
25 married?

1 A. No, ma'am.

2 Q. I want to talk a little bit about your health
3 history. You've talked to me a little bit about
4 some injuries that you suffered with regard to
5 motor vehicle accidents and some falls. Do you
6 have any underlying health diagnoses, diabetes,
7 cholesterol, hypertension, anything along those
8 lines?

9 A. Yes.

10 Q. Can you tell me about those?

11 A. I am type 2 diabetic, and I have had --

12 Q. When -- go ahead.

13 A. I have had high cholesterol at times.

14 Q. I'm sorry. You cut out there right at the end.

15 A. I have had high cholesterol levels at times.

16 Q. Do you have any -- have you had a diagnosis of
17 consistent high cholesterol or is it just at
18 periods of time when you've gone to an appointment
19 it has sometimes registered as high?

20 A. I would say it's more consistent at times than
21 other times.

22 Q. Are you on any medications?

23 A. Yes.

24 Q. Tell me about the medications that -- I want to
25 know the medications you're currently taking, and

1 then I'm going to ask about medications you were
2 taking in 2017. What medications are you
3 currently taking?

4 A. Metformin.

5 Q. Any others?

6 A. And a statin for cholesterol.

7 Q. All right. Go ahead. Are there any others you
8 can think of?

9 A. I'm trying to think. Not currently.

10 Q. Okay. Back in 2017, were your medications any
11 different?

12 A. As far as I remember, they were the same.

13 Q. With regard to this next question, Ms. Lockett, I
14 had let you know at the beginning of this
15 deposition that when you have discussions with
16 your attorney, it's subject to attorney-client
17 privilege. So I don't want to know anything you
18 and your attorney talked about. However, what I'm
19 interested in with regard to this next question,
20 I'll ask the question and then I'll try to give
21 you some examples of stuff that may be responsive.
22 What did you do to prepare for today's deposition?

23 A. I prayed.

24 Q. All right. Did you review any documents?

25 A. I'm not clear on the time frame.

1 Q. Okay, sure. And I can appreciate that because
2 sometimes we meet with our attorneys, you know,
3 the day before and sometimes there's a wide
4 casting net of the times we've met. Specifically
5 with regard to the deposition and whether
6 preparation started a week ago, a month ago, or
7 just yesterday, did you review any documents in
8 preparation -- in getting prepared for the
9 deposition?

10 A. Yes.

11 Q. What did you review, Ms. Lockett?

12 A. I don't recall the names of the documents, what --
13 or the forms.

14 Q. Okay. Did you review medical records?

15 A. Not in preparation of the deposition.

16 Q. Have you at some point reviewed medical records?

17 A. Some, yes.

18 Q. Have you reviewed -- let me see real quick. Let
19 me flip through some stuff real quick. Have you
20 reviewed some documents that are legally titled
21 Answers to Interrogatories or Responses to
22 Requests to Produce?

23 A. I don't recall.

24 Q. Ms. Lockett, did you answer that? I apologize if
25 I missed the answer.

1 A. Oh. My answer was, I don't recall that I --

2 Q. Fair enough. I apologize if I missed that answer.
3 Well, then let's go ahead and talk about your time
4 at Barnyard Flea Market and the specifics of your
5 incident. Were you also a vendor at Barnyard Flea
6 Market?

7 A. Yes.

8 Q. What I'm going to do is very briefly --

9 MS. BRUDVIG: Mr. Tinsley, my office sent over
10 a copy of a vendor agreement. Do you have a copy
11 of that?

12 MR. TINSLEY: Would this be the e-mail that
13 was sent at --

14 MS. BRUDVIG: I think e-mailed shortly before
15 or right at the time of the start of the
16 deposition.

17 MR. TINSLEY: 10:14, five pages, marked --

18 MS. BRUDVIG: Mr. Tinsley, if you want, I will
19 -- if you need to discuss with Ms. Lockett off the
20 record, that is fine.

21 MR. TINSLEY: All right. Yeah, that'll be
22 good.

23 MS. BRUDVIG: I know we did not have any
24 production aside from medicals before today.

25 MR. TINSLEY: Yeah, if we briefly could

1 discuss it, but I want to make sure I've got the
2 right document. Is this the e-mail sent at 10:14
3 with documents marked Defendant's 1 through 5?

4 MS. BRUDVIG: Correct. And the first page it
5 looks like is completed by Ms. Lockett.

6 MR. TINSLEY: Yeah, that's it.

7 MS. BRUDVIG: And then the other pages are the
8 vendor agreements and some other documents signed
9 by Ms. Lockett.

10 MR. TINSLEY: Yeah. We'll take a minute just
11 to review that.

12 MS. BRUDVIG: Okay, fair enough. We'll go off
13 the record.

14 (BREAK; OFF THE RECORD)

15 EXAMINATION RESUMED BY MR. BRUDVIG:

16 Q. Ms. Lockett, I understand you've had an
17 opportunity now -- or my assumption is you've had
18 an opportunity now to review the vendor documents
19 for your space that you occupied as a vendor.
20 Have you reviewed the five pages?

21 A. Yes, ma'am.

22 Q. All right. Do you recall filling these documents
23 out?

24 A. Not specifically.

25 Q. Is that due to the passage of time or are you

1 saying you did not fill these documents out?

2 A. Passage of time.

3 Q. Okay. And it looks like at the top right corner
4 on the very first page, it says keys issued on
5 7/16/17. Is that about when you first opened up
6 your vendor shop at the Flea Market?

7 A. As far as I recall.

8 Q. And what did you sell at the Flea Market?

9 A. Things from my home.

10 Q. All right. And how many vendors, if you can
11 recall -- and I don't need a specific number. But
12 about how many vendors occupied the Flea Market?

13 A. I don't know.

14 Q. And I understand the date the keys were returned
15 was 5/1/18, and a move-out date of 5/1/18. Is it
16 fair to say you occupied your warehouse number for
17 a little bit less than a year?

18 A. I'm not clear on occupied.

19 Q. Well, were you a vendor at Barnyard Flea Market
20 for a little bit less than a year?

21 A. Yes.

22 Q. And down at the bottom of page 1, is that your
23 signature?

24 A. Yes, ma'am.

25 Q. On the second page, which starts with, Flea Market

1 Policy for Warehouse Rentals, do you see that
2 document?

3 A. Yes, ma'am.

4 Q. Do you recall -- do you have any specific
5 recollection reviewing this document at the time
6 you became a vendor?

7 A. Not specifically.

8 Q. Okay. Is it your testimony you simply don't
9 recall, or is it your testimony you did not review
10 this document?

11 A. My testimony is I don't recall specifically.

12 Q. I missed all of that; zero sound.

13 A. My testimony is I don't recall specifically.

14 Q. Okay, fair enough. If you look at number 5,
15 number 5 says -- and I'm going to ask you if I
16 read this correctly, so if you'll follow along.
17 "The Flea Market is not responsible for the
18 dealer's property. Although security measures are
19 taken, dealers leave their property at their own
20 risk. The Flea Market is not responsible for any
21 liabilities arising out of the negligent acts of
22 dealers or their employees or any injuries
23 sustained by any of their employees." Did I read
24 that correctly?

25 A. Yes.

1 Q. Do you have any recollection of reviewing that
2 term at the time you became a vendor in July,
3 2017?

4 A. I don't have a recollection.

5 Q. Fair enough. And then the last page, it says --
6 the very last page, 5 of 5, Notice of Intent to
7 Vacate. Do you see that document?

8 A. Yes, ma'am.

9 Q. Do you have a recollection of filling and
10 submitting this document -- filling out and
11 submitting this document?

12 A. Not specifically.

13 Q. Okay. Why did you stop operating as a vendor at
14 the Flea Market?

15 A. I could no longer move things and do the things
16 required because of pain, back pain.

17 Q. When you were a vendor, did the Flea Market have
18 any control over how you set up your area?

19 A. Some control.

20 Q. Tell me what your understanding, at least with
21 regard to your area, that you had your items in.
22 How did the Flea Market -- or what did the Flea
23 Market do to control or direct you on how to set
24 up your items?

25 A. I don't recall specifically. And I'm not clear --

1 maybe I'm not clear on your question.

2 Q. Sure. Let me ask you this. I think you said some
3 of the items that you sold were just personal
4 items from your home. Can you give me some
5 examples of what those items would have been?

6 A. I sold a sofa from my home, I sold clothing from
7 my home, knickknacks from my home, and --

8 Q. Okay. And when you brought in the sofa or you
9 brought in the clothes to your area to display for
10 sale, did the Flea Market say, Ms. Lockett, you
11 can't put that there; you can't hang that there?
12 Did they ever tell you where you had to put stuff
13 or where you couldn't put stuff?

14 A. Yes. We had rules about the area outside, just
15 outside of the entrance.

16 Q. So is it fair to say that the rules were you had
17 to keep your stuff within the area you were
18 renting or leasing?

19 A. That was one rule.

20 Q. Okay. Do you recall any other rules specific to
21 where you could display items that you were
22 selling?

23 A. Yes.

24 Q. Tell me about what you recall of other rules
25 regarding how you could display items or where you

1 could place items that you were selling, aside
2 from they have to be in your kind of vendor box?

3 A. We could display things outside the vendor room in
4 front of the vendor room, but we could not hang
5 them on the walls right outside of the room. And
6 there were other rules. I don't remember them
7 all.

8 Q. Did anyone from Barnyard Flea Market ever come
9 around and say, you need to clean up your space,
10 or you need to clean up your aiseways?

11 A. I don't recall.

12 Q. Okay. To the best of your recollection, did they
13 ever come around and tell you you had to clean up
14 your vendor space or you had to clean up aiseways
15 within your vendor space?

16 A. No.

17 Q. About how big was your -- the area that you rented
18 or leased, how big was it?

19 A. I don't recall the size, but I had the room and
20 the area outside of the room that included my
21 space, and I think outside of my room I had an
22 additional ten feet or thereabout.

23 Q. Okay. Were all the vendor spaces relatively the
24 same size?

25 A. I'm not clear on that. Could you be more

1 specific, please?

2 Q. Sure. My assumption, or my understanding, is
3 there were multiple vendors at Barnyard Flea
4 Market; is that correct?

5 A. Yes, ma'am.

6 Q. The spaces that other vendors leased or rented,
7 were they about the same size as your area?

8 A. They varied.

9 Q. Fair enough. My understanding is that this
10 incident occurred at or within some other vendor's
11 area; is that correct?

12 A. That's correct.

13 Q. Do you know who operated that area, who the vendor
14 was?

15 A. She used the name Gypsy, and she also used the
16 name Phyllis.

17 Q. Does Gypsy Caravan also sound familiar?

18 A. Yes, ma'am.

19 Q. Had you previously visited the Gypsy Caravan
20 vendor area?

21 A. Yes, ma'am.

22 Q. On how many occasion had you visited that vendor
23 area?

24 A. I cannot recall.

25 Q. Okay. How many days a week would you have a

1 display -- would you be up for display at your
2 vendor area?

3 A. It varied.

4 Q. Is it fair to say you weren't there every day,
5 Monday through Sunday all day?

6 A. That is correct.

7 Q. And you had previously visited the Gypsy Caravan,
8 but you're not sure on how many occasions prior to
9 this incident you visited Gypsy Caravan?

10 A. That's correct.

11 Q. Okay. What was the specialty or what was the
12 focus of Gypsy Caravan? What were they mainly
13 selling?

14 A. A variety of things.

15 Q. What was it? I'm sorry.

16 A. A variety of things.

17 Q. Okay. Did most vendors have a wide variety of
18 items they were selling?

19 A. I can't say what -- I haven't visited -- I hadn't
20 visited most vendors.

21 Q. Had you previously purchased anything from Gypsy
22 Caravan?

23 A. No, ma'am.

24 Q. Do you know -- on the date of this incident in
25 October, 2017, do you know what you were going to

1 look at at Gypsy Caravan?

2 A. Yes.

3 Q. What were you planning to look at at Gypsy
4 Caravan?

5 A. I wasn't planning to look at anything. I was -- I
6 had to ask her a question.

7 Q. You had to ask her a question?

8 A. Yes, ma'am.

9 Q. What question did you have to ask that vendor?

10 A. I don't recall.

11 Q. Were you displaying items at your area the day of
12 this incident?

13 A. Yes, ma'am.

14 Q. Okay. So you weren't there just visiting the Flea
15 Market, you were there for your vendor spot and
16 then you left your vendor spot to go ask Ms.
17 Phyllis or Gypsy Caravan a question?

18 A. Yes, ma'am.

19 Q. Where in relation to your area was the Gypsy
20 Caravan vendor area?

21 A. On the same hall.

22 Q. Okay. Walk me through -- you leave your area.
23 Walk me through when you approached Gypsy's
24 Caravan. Kind of just walk me through your time
25 at Gypsy Caravan.

1 A. In minutes?

2 Q. Well, I'm assuming you had to enter -- and I know
3 these are kind of open vendors, but you had to go
4 into Gypsy Caravan. Tell me about your time at
5 Gypsy Caravan.

6 A. I walked to her stall and I stood outside while
7 she had a customer, waiting to ask her a question
8 briefly.

9 Q. And when you said you waited outside, were you in
10 an area that was occupied by Gypsy's Caravan, or
11 do you know who occupied the area you were
12 standing?

13 A. I was in her area, the area occupied by her, in
14 front of her stall.

15 Q. Gotcha. And did you see anything on the floor or
16 anything around you that you recall?

17 A. I don't recall.

18 Q. At some point in time did you have to walk through
19 her vendor space, or did you just stay there until
20 she became available to talk to?

21 A. I stayed there.

22 Q. All right. And did you happen to talk with the
23 individual who ran Gypsy Caravan?

24 A. At that point, no.

25 Q. Okay. At any point while you were at Gypsy

1 Caravan on October -- I believe it's October 15th,
2 2017 -- did you talk with Phyllis, or the operator
3 of Gypsy Caravan?

4 A. No, ma'am.

5 Q. Okay. So if you didn't talk with her -- you're
6 standing there. Tell me what happened while you
7 were standing there.

8 A. I was standing there to ask her a question. And
9 there was a table behind me, a Flea Market table
10 that belonged to the Flea Market. And as I was
11 waiting, a woman in an electric wheelchair backed
12 up towards me. And when she did, I backed up
13 toward the table, but there were items sticking
14 out from under the table. And my feet got tangled
15 in the items and I fell.

16 Q. Okay. You just testified that there was a table
17 -- I think your testimony, if I heard you right,
18 that was Barnyard Flea Market's table?

19 A. Yes, ma'am.

20 Q. How did you know that, or how do you know that?

21 A. Everyone had one.

22 Q. Who had control over the table?

23 A. I'm not sure of the -- how to answer that.

24 Q. Okay. Let me ask it this way. When you said --
25 and correct me if I'm wrong. I'm trying to pick

1 up -- trying to watch your mouth a little bit and
2 kind of the words coming out and seeing if I can
3 piece together everything, and it's still a little
4 bit quiet.

5 A. I'm sorry.

6 Q. But did I understand you to say -- when I asked,
7 how did you know it was Barnyard Flea Market's
8 table, did you say everyone had one?

9 A. Vendors, yes. The vendors were assigned --

10 Q. So every vendor had a table; is that correct?

11 A. Most, yes, as far as I --

12 Q. Most; okay.

13 A. Yes.

14 Q. Fair enough. And were those tables given to the
15 vendors so that the vendors could use them in
16 whatever way they felt they needed them?

17 A. There were rules.

18 Q. Okay. Tell me about the rules that you remember
19 about the tables.

20 A. I only remember one.

21 Q. What's the one rule you remember?

22 A. Your table had to be within your area.

23 Q. Okay. So correct me if I'm wrong. This is what
24 I'm understanding from your testimony. The tables
25 were the property of Barnyard Flea Market, but

1 they were issued to vendors for the vendors' use
2 and the tables had to be within the vendor area.
3 Is that a fair assessment of your testimony?

4 A. Yes.

5 Q. And were vendors able to use these tables, such as
6 put items for display, items for purchase on? Is
7 that what most vendors used the tables for?

8 A. Yes.

9 Q. All right. And you said that at the time of the
10 incident, there were some boxes or some items
11 under the table. Do you believe those to be items
12 of Gypsy Caravan?

13 A. Yes.

14 Q. Is it fair to say that the items either on the
15 table or under the table were not the items of
16 Barnyard Flea Market?

17 A. I don't know.

18 Q. All right. So I think I heard your testimony that
19 as you were standing there, there was another
20 customer of Gypsy Caravan who was in a wheelchair
21 and was going -- I think you said in reverse, or
22 was backing up; is that correct?

23 A. That's correct.

24 Q. And did you have to take some steps back to avoid
25 the wheelchair that was backing up?

1 A. Yes.

2 Q. And were you walking backwards or how were you
3 walking, or how were you kind of stepping back?

4 A. I stepped back.

5 Q. Okay. So you were facing one way and your feet
6 were going another way; is that correct?

7 A. Yes.

8 Q. And I think your testimony was that as you were
9 doing that, your feet got caught up around
10 something that was on the floor?

11 A. May I make a correction?

12 Q. Absolutely.

13 A. I can't say that I was -- my -- I was facing one
14 direction and walking in another. I may have been
15 slanted. I don't -- I don't recall.

16 Q. Okay, fair enough. But at some point, as you're
17 trying to I guess get away from the wheelchair or
18 avoid some interaction with the wheelchair, your
19 feet got caught up around some boxes or some items
20 under the table; is that correct?

21 A. Correct.

22 Q. All right. And then once that happened, can you
23 describe for me how you fell, what direction you
24 fell, what hit the floor?

25 A. I'm not clear on direction, what direction I fell.

1 Q. Did you fall backwards?

2 A. Yes.

3 Q. Okay. Do you have a recollection of what body
4 parts may have hit the floor?

5 A. My back, my hips.

6 Q. What happened after you fell?

7 A. After I fell, I briefly lost consciousness. And
8 the people were surrounding me and helped me up.

9 Q. Do you know who those individuals were?

10 A. Some were customers, some were vendors.

11 Q. Okay. Do you have any -- as we sit here today, do
12 you have any names of individuals who helped you
13 up?

14 A. I don't recall, and some I didn't know.

15 Q. What happened after you got helped up by some
16 vendors and other customers?

17 A. They helped me to -- someone helped me to my
18 booth.

19 Q. Okay. Do you know who that individual was?

20 A. No, ma'am.

21 Q. And what happened after you got back to your
22 booth?

23 A. I can't remember everything, but I know someone
24 made me sit down.

25 Q. At some point, did -- was EMS called?

1 A. No, ma'am.

2 Q. Based on some medical records I've seen, I do see
3 you went to the emergency room that day; is that
4 correct?

5 A. Yes, ma'am.

6 Q. How did you get to the emergency room?

7 A. I drove.

8 Q. All right. How long after the incident -- we'll
9 strike that. Did you go directly from your vendor
10 booth or Barnyard Flea Market directly to the ER?

11 A. Yes, ma'am.

12 Q. And how long -- between the time of the fall and
13 the time you left to go to the ER, how much time
14 had passed?

15 A. I don't recall.

16 Q. Okay. Going back to the time of the incident, I
17 think your earlier testimony was you believe that
18 the boxes or items under the table belonged to
19 Gypsy Caravan; is that correct?

20 A. Is what correct?

21 Q. That the items under the table that your feet got
22 caught up in belonged to Gypsy Caravan.

23 A. I believe.

24 Q. All right. Do you have any information or
25 knowledge as to who placed those items under the

1 table?

2 A. I don't have that knowledge.

3 Q. Do you have any information or knowledge that
4 Barnyard Flea Market placed those items under the
5 table?

6 A. I don't have that knowledge.

7 Q. Do you know how long those items were under the
8 table in the manner that they were, in the same
9 condition that they were at the time of your fall?
10 Do you know how long those items were under the
11 table like that?

12 A. I have no knowledge, no, ma'am.

13 Q. Do you have any knowledge or information if anyone
14 else tripped up or got caught up in those items
15 under the table?

16 A. I have no knowledge, ma'am.

17 Q. Okay. You had described for me that there was the
18 table. Were there any items on top of the table?

19 A. I don't recall.

20 Q. Was that I don't recall?

21 A. Yes, ma'am. I don't recall.

22 Q. I apologize.

23 A. I'm sorry.

24 Q. That's okay. Sometimes the volume's getting a
25 little cut off, but I'm trying to read your lips a

1 little bit and hopefully I can pick up what you're
2 saying. So you don't recall items on top?

3 A. I don't recall.

4 Q. All right. So you drive yourself to the ER. At
5 the time you got to the ER, what were some of your
6 complaints? What were you concerned about?

7 A. I was concerned about when I got out of my car I
8 fell and had trouble getting up from the ground.

9 Q. What did they do for you at the ER?

10 A. They put me in a wheelchair and took me inside the
11 building, from what I --

12 Q. Did they do -- I apologize. Go ahead.

13 A. And someone came to ask me what was wrong because
14 -- they came and asked me what was wrong.

15 Q. Do you have a specific recollection at the time of
16 the fall that you lost consciousness?

17 A. Yes.

18 Q. Did any witnesses tell you that you were
19 unconscious for a period of time?

20 A. Yes.

21 Q. Do you have any information on who those witnesses
22 were that saw you unconscious?

23 A. There were two vendors. I don't remember their
24 name.

25 Q. Do you happen to recall the name of what they

1 operated, of their little vendor booth? Do you
2 happen to recall the name of the vendor booths?

3 A. I just remember one, the word Key in one vendor's
4 name, Keys.

5 Q. Your attorney has -- we sent some formal questions
6 over, and your attorney has provided some
7 responses. The legal name of these questions is
8 Interrogatories, and one thing that we asked for
9 is names of any witnesses. And witnesses doesn't
10 just mean witnesses to the incident. Sometimes it
11 also means witnesses to your injuries or medical
12 treatment. And I want to go over some names with
13 you that were identified and either maybe it helps
14 trigger a memory of who that person is or you can
15 let me know who that person is. Obviously you
16 were named as a witness as a party to this case.
17 The second person is Phyllis, which I understand
18 is the proprietor of Gypsy Caravan. Is that
19 correct?

20 A. That is correct.

21 Q. The next individual is Michelle Gonzales. Do you
22 know who Michelle Gonzales is?

23 A. Yes, ma'am.

24 Q. Who is Ms. Gonzales?

25 A. Ms. Gonzales is a director of a senior citizen

1 program in Simpsonville, South Carolina.

2 Q. What information does she have regarding this
3 incident or your injuries?

4 A. She witnessed me -- my need to use a cane and
5 difficulty walking.

6 Q. Okay. So she's more a witness on your injuries
7 and medical side; is that correct?

8 A. Would you repeat that, please?

9 Q. Sure. Well, let me rephrase it.

10 A. Okay.

11 Q. Did Ms. Gonzales witness the incident?

12 A. She did not witness the incident.

13 Q. Okay. The next person is an individual by the
14 name of Jamie Ponder, and it looks like they are
15 also associated with the Senior Activity and
16 Senior Center in Simpsonville. Same question.
17 Did Ms. Ponder witness the incident?

18 A. No, ma'am.

19 Q. All right. The next individual is Farah Artis, or
20 Artis.

21 A. Yes.

22 Q. From Decatur, Georgia. Now, who is Ms. Artis?

23 A. My daughter.

24 Q. All right. And I'm assuming she did not witness
25 the incident?

1 A. No, ma'am.

2 Q. Were you operating your vendor booth with anyone
3 else?

4 A. No, ma'am.

5 Q. Nancy Kritz, K-R-I-T-Z, same question. Did she
6 witness your incident?

7 A. No, ma'am.

8 Q. Yasmine Lockett. I believe that's also your
9 daughter, correct?

10 A. That is correct.

11 Q. And she did not witness your incident; is that
12 fair?

13 A. That is correct.

14 Q. All right. Richard, last name unknown. It does
15 look like he is a proprietor at Engrave Mart. Is
16 this one of the individuals who may have assisted
17 you?

18 A. Yes.

19 Q. Do you have any -- I do have a phone number that
20 was provided. Do you have any other information
21 with regard to Mr. Richard?

22 A. No, ma'am.

23 Q. And then you've also identified Pinky Reese, who
24 you have identified as the owner/manager of
25 Barnyard Flea Market. Did you speak with Pinky

1 Reese on the date of the incident? Go ahead.

2 A. Yeah. I was going to ask you about the time
3 frame, yeah.

4 Q. Or not simply just on the date of the incident.
5 Let me ask you this. Did you speak with Pinky
6 Reese about this incident?

7 A. Did I speak to Pinky Reese about the accident?

8 Q. Yes, ma'am, at any point in time since October
9 15th, 2017.

10 A. I'm not sure.

11 Q. All right. And that's all the individuals I have.
12 And so it looks like the only one that may be a
13 witness to the incident may be this Richard of
14 Engrave Mart; is that correct?

15 A. The only one?

16 Q. The only witness that is listed in this answer.

17 A. Yes.

18 Q. Is that correct?

19 A. Yes.

20 Q. Okay. Do you happen to have any other
21 recollection of who else may be a witness to this
22 incident?

23 A. Would you repeat that question, please?

24 Q. Yes. We talked about Richard of Engrave Mart.
25 And you provided, I'm assuming to your attorney, a

1 phone number for him. Do you have any information
2 of any other vendor name who witnessed the
3 incident or assisted you after the fall?

4 A. I can't remember.

5 Q. Okay, fair enough. I want to go back to your
6 medicals then and your treatment. We talked about
7 your ER treatment. When you went to the ER, were
8 you complaining of back pain and -- let me ask it
9 this way. What were you complaining of? What
10 were your complaints?

11 A. I was dazed, my back hurt, I felt dizzy, my head
12 hurt, my neck was hurting, and other complaints.

13 Q. And I understand that there was some imaging done?

14 A. Yes, ma'am.

15 Q. Do you recall talking with your physician or your
16 treatment provider about what those images showed?

17 A. I don't recall.

18 Q. Okay. In the ER record that I am seeing from
19 Greenville Health System, it reports that you have
20 a history of chronic back pain. Prior to October
21 15th, 2017, did you have back pain or back issues?

22 A. Not consistently.

23 Q. Have you ever been diagnosed with any degenerative
24 issues or changes with your back?

25 A. Degenerative. I'm not sure how to answer that.

1 Q. You told me earlier about an incident when you I
2 think tripped over a dog or a dog kind of knocked
3 you -- you lost your balance after a dog jumped on
4 you and you fell. I have a notation in some
5 medical records from October 25th, 2017, about ten
6 days after this incident. Did the incident with
7 the dog occur after the Flea Market fall or before
8 the Flea Market fall?

9 A. I believe it was before.

10 Q. Okay. When you had followed up on some care in
11 later October, what type of pain were you
12 experiencing? So once you left the ER and you had
13 follow-up care, tell me a little bit about the
14 pain you were experiencing, where you were
15 experiencing it, and how you feel.

16 A. Currently or --

17 Q. I want to keep it kind of close in time to the
18 date of the incident. And I'll represent to you I
19 have the ER record from the date of the incident.
20 I have a follow-up record ten days after the date
21 of the incident, and then the next appointment
22 isn't until December. So kind of in the late
23 October and November range, tell me what body
24 parts you were complaining of and what pain you
25 were experiencing.

1 A. From what I recall, head, back, side. That's what
2 I recall.

3 Q. With regard to your head, were you experiencing
4 headaches? Were you experiencing dizziness? What
5 were some of your complaints regarding your head
6 in the months after your fall?

7 A. Headaches, dizziness, vertigo. Those were the
8 primary.

9 Q. Okay. With regard to your back, where along your
10 back were you experiencing pain?

11 A. Mid to lower mostly.

12 Q. And what was the plan of treatment for your
13 injuries? What did the doctors tell you to do
14 about your injuries?

15 A. For the vertigo, I had to undergo therapy, a
16 procedure, after I was tested for it and
17 determined to have it. I had a procedure. I went
18 to therapy, physical therapy. I was to use a
19 cane. Physical therapy -- you said the doctor?
20 Ma'am?

21 Q. I'm sorry. Repeat your question.

22 A. Did you ask me -- could you repeat your question?
23 I'm sorry.

24 Q. That's perfectly fine. You were explaining to me
25 what you were doing. So I was just interested on

1 what the doctors were telling you on how to treat,
2 or what you could do, either the proposed formal
3 treatment, or what you could do at home to help
4 with your complaints.

5 A. Okay. Also, application of hot and cold
6 compresses. I was also given instruction by
7 physical therapy -- therapist.

8 Q. And I have some records from Upstate Neurology.
9 At some point in time, were you referred to a
10 neurologist?

11 A. Yes, ma'am.

12 Q. And what is your understanding, or what were the
13 doctors telling you from a neurology standpoint
14 about your head?

15 A. About my head?

16 Q. Well, let me ask you this. Were the neurologists
17 referred to for your head injury?

18 A. For my head injury.

19 Q. Okay. So what were the neurologists at Upstate
20 Neurology telling you about your head injury and
21 what treatment they proposed?

22 A. I had a concussion. I had vertigo, and those are
23 primary; a concussion.

24 Q. And how were they planning to treat your post-
25 concussive syndrome and your vertigo?

1 A. The concussion, I was just advised to take
2 painkillers and -- that I recall. And the
3 vertigo, I had to get my head manipulated is how
4 to describe -- to try to get what they called
5 crystals to go back in place that was shaken out
6 of place.

7 Q. Okay. According to some of the records I have,
8 sometime in 2019, you reported that your back pain
9 was increasing. And I think you were referred to
10 physical therapy. Is that kind of consistent with
11 your memory?

12 A. I don't remember the dates.

13 Q. Do you have a recollection of sometime after this
14 incident, several months after this incident your
15 back pain increased?

16 A. At some point.

17 Q. Did you do anything to cause the increase in your
18 back pain?

19 A. Yes. Physical therapy caused a lot of pain.

20 Q. You said physical therapy was causing a lot of
21 pain?

22 A. Yes, ma'am.

23 Q. All right. Is it fair to say that you didn't get
24 much relief from your physical therapy of your
25 back?

1 A. It's fair to say for --

2 Q. You told me earlier today that you were in a motor
3 vehicle accident you believe sometime in 2019 in
4 which you injured your back, your neck, and your
5 head. Are these all kind of the same injuries you
6 sustained in this 2017 incident?

7 A. Yes, ma'am.

8 Q. Okay. Did the injuries get worse after the motor
9 vehicle accident?

10 A. Yes, ma'am.

11 Q. And where did that accident happen, what county or
12 the area? Do you know?

13 A. In Mauldin, South Carolina.

14 Q. Have you retained counsel related to that
15 accident?

16 A. Yes.

17 Q. Okay. Who is your attorney related to that motor
18 vehicle accident?

19 A. Mr. Tinsley.

20 Q. Have you filed suit related to that accident? And
21 if you don't know, that's fine. He can't help
22 you, but --

23 A. Ma'am?

24 Q. Mr. Tinsley can't help you today answer the
25 question. But if you know, do you know if a

1 lawsuit has been filed with regard to that motor
2 vehicle accident?

3 A. Lawsuit. I believe so.

4 Q. Is it fair to say that any claim or lawsuit
5 regarding that motor vehicle accident is still
6 pending? In other words, you haven't resolved
7 that motor vehicle accident?

8 A. That's correct.

9 Q. Okay. And my understanding is during the Covid
10 time, you had to kind of take a break from
11 treatment, but that you plan to pick treatment
12 back up; is that fair?

13 A. That is fair.

14 Q. I'm just flipping through some of my notes, making
15 sure I don't miss anything here. Are there any
16 injuries that you sustained in this fall in 2017
17 that you did not reinjure in the motor vehicle
18 accident?

19 A. Could you repeat that, please?

20 Q. Sure. We talked about some of the injuries you
21 sustained in this fall, specifically your head,
22 your back, and I think you said your side, about
23 your torso. Is there any injury in the motor
24 vehicle accident that you also did not sustain in
25 this fall? In other words, are they the same

1 injury? Did you injure the same body parts in the
2 motor vehicle accident?

3 A. In the motor vehicle, the -- my side was not as
4 affected any more than it already was.

5 Q. How about your head and your back? Were those
6 kind of affected the same way?

7 A. The same way? I'm not sure the --

8 Q. My understanding from your earlier testimony, when
9 I had asked if you were injured in the motor
10 vehicle accident was that you injured your back,
11 neck, and head and potentially your upper torso,
12 with regard to your back and head -- let me ask it
13 this way.

14 A. Uh-huh.

15 Q. Any ongoing issue with your back and your head?
16 Any issues you're experiencing today, are you able
17 to relate those to the 2017 fall, or are you
18 relating those to the motor vehicle accident in
19 2019?

20 A. Both.

21 Q. Okay. Did the 2019 accident make your condition
22 with regard to your head and your back worse?

23 A. Yes.

24 Q. If you could kind of look in a crystal ball for
25 me, I'm going to have you kind of answer this

1 hypothetical for me. If you were not injured in
2 the 2017 fall, okay, so the 2017 fall didn't
3 happen but you were still in the 2019 motor
4 vehicle accident, do you believe your injuries
5 sustained in the motor vehicle accident would be
6 the same that you actually did sustain in the
7 motor vehicle accident in addition to the 2017
8 incident, the fall incident occurring?

9 MR. TINSLEY: I'm going to object. But you go
10 ahead and answer it, Ms. Lockett.

11 WITNESS ANSWERS:

12 Q. Well, I have no way of knowing.

13 EXAMINATION RESUMED BY MS. BRUDVIG:

14 Q. Okay. But it is your testimony that the 2019
15 accident had made your condition worse?

16 A. Yes.

17 Q. I have some notes I think from the ER, and it's
18 kind of sprinkled throughout the rest of your
19 treatment, so it's not very consistent, talking
20 about a hand injury to your left hand after this
21 fall. Do you have a recollection of that?

22 A. Yes, ma'am.

23 Q. What happened to your left hand in the fall?

24 A. I don't know what happened to it.

25 Q. Okay. Let me ask you this. Are you still

1 experiencing pain in your left hand?

2 A. Yes. Yes, ma'am.

3 Q. Can you describe the pain you're experiencing?

4 A. It's painful to close my hand into a fist.

5 Q. Have you ever been diagnosed with arthritis in
6 your hand?

7 A. No, ma'am, not that I recall.

8 Q. Do you have any plans to continue treatment for
9 your hand?

10 A. Yes, ma'am.

11 Q. Do you have anything currently scheduled with any
12 physicians or physical therapy?

13 A. No, ma'am.

14 Q. Okay. With regard to your head and your back, I
15 know that you said that -- I know you testified
16 that the 2019 motor vehicle accident made your
17 condition worse. But I still want to know, even
18 though that motor vehicle accident happened and
19 your condition is worse, are you still
20 experiencing pain in your head?

21 A. Periodically.

22 Q. Do you get headaches?

23 A. Yes, ma'am.

24 Q. Do you still suffer from vertigo?

25 A. Periodically.

1 Q. Okay. And with regard to your headaches, if you
2 could put any pain scale, or the scale of the
3 headache on a scale of zero to ten, where would
4 you place those headaches?

5 A. They vary.

6 Q. How about the worst headache you've had since the
7 incident? What would you put the worst headache
8 at?

9 A. Maybe an eight.

10 Q. What about -- and I know this is all relative, but
11 what about if you are just sensing a headache
12 coming on but you can still do things, you can
13 still operate but you just have a headache. What
14 kind of scale would that be at?

15 A. Four maybe.

16 Q. And I'm going to ask you the same questions about
17 your back now. I know again you were in this
18 motor vehicle accident about two years after this
19 incident and your condition, according to your
20 testimony, has gotten worse. But with regard to
21 your back, as we sit here today, are you still
22 experiencing back pain?

23 A. Today?

24 Q. Yes, ma'am.

25 A. Yes.

1 Q. And what would you put your pain on a scale of
2 zero to ten with regard to your back?

3 A. Today?

4 Q. Yes, ma'am.

5 A. I'd say about a four, five.

6 Q. Is that kind of a consistent level that you're at,
7 a four or five?

8 A. No.

9 Q. No? What is kind of your consistent level? If
10 you could average day to day, what level are you
11 at?

12 A. It varies.

13 Q. Sure. So kind of the same questions I asked you
14 about your head. On the worst day, you're
15 experiencing kind of the worst pain, what level
16 are you at?

17 A. About an eight.

18 Q. And then if you're just kind of -- you're doing
19 nothing, you're, you know, watching TV or you're
20 sitting on the couch, do you have any back pain if
21 you're just doing nothing and just sitting?

22 A. I think I answered the question incorrectly.
23 Would you --

24 Q. You think you answered the last question -- I'm
25 sorry?

1 A. I'm not -- could you repeat it so I can be sure.

2 Q. Do you need me to repeat it? I'm sorry. You were
3 cutting out just a little bit.

4 A. The last -- was the last question about my back or
5 my head? Because you said head.

6 Q. So the very last question I'm talking about your
7 back. I think I already asked you about your
8 head. I think you said your head on the worst
9 day, you know, can be up to an eight. And then we
10 talked about your back, and if I heard you right
11 with regard to your back on your worst day, you
12 were also talking kind of about an eight.

13 A. More like --

14 Q. But my next question is, if you were just doing
15 kind of nothing, you're just sitting on the couch
16 watching some TV, what is your level of back pain?

17 A. May I correct the last -- was my back -- my back
18 was more like a nine.

19 Q. Okay, that's fair enough. And so that's on kind
20 of your worst day, so on just an average day, what
21 would you put your back pain at?

22 A. It depends.

23 Q. With regard to your vendor spot at Barnyard Flea
24 Market, I understand from the documents we
25 reviewed earlier you submitted a Notice to Vacate

1 and you ultimately vacated in April or May. Did
2 you ever return back to your vendor booth after
3 this incident?

4 A. Yes.

5 Q. How many times did you return back, or how many
6 times were you on site to operate your vendor
7 booth?

8 A. I don't recall.

9 Q. Did you have an interruption in time in which you
10 did not return to sell things?

11 A. Yes, ma'am.

12 Q. How long did it take you to return? From the date
13 of the incident to the time that you did return,
14 about how long was that?

15 A. I don't know exactly.

16 Q. Okay. And I think your testimony earlier was you
17 ultimately decided to vacate because you couldn't
18 operate anymore. Can you tell me a little bit
19 more about that?

20 A. The last time that I was operating, I had
21 difficulty maneuvering in the space and doing the
22 things required to maintain the space because of
23 pain.

24 Q. So we've talked now a little bit about that you
25 eventually couldn't operate your vendor space

1 anymore. If you could tell me a little bit, how
2 else have the injuries that you're claiming in
3 this lawsuit, how else have they impacted you in
4 your daily life?

5 A. Difficulty standing for certain periods of time,
6 mopping or sweeping motions, picking up certain
7 items that are a certain weight, not being able to
8 pick up my grandchildren.

9 Q. How old are your grandchildren?

10 A. Well, the one in question are one and two. I'm
11 not participating in activities I did formerly,
12 social activities.

13 Q. What are some of the social activities you used to
14 participate in that either you can't or you
15 haven't been able to participate as much?

16 A. I participated in ballroom dancing, I participated
17 in woodworking, I participated in physical
18 activities, exercise activities, activities at --
19 with the senior -- different Senior Centers or
20 senior activities. I --

21 Q. Where did you -- I apologize. Go ahead.

22 A. There are others I'm not remembering right now,
23 things -- changes in my life.

24 Q. Where did you participate in ballroom dancing?
25 Did you go to a specific place?

1 A. Yes, ma'am.

2 Q. Where was that?

3 A. Senior Action.

4 Q. And I think your earlier testimony, you don't
5 recall speaking with Pinky Reese of this incident.
6 Do you have any recollection of speaking with
7 anyone at Barnyard Flea Market regarding this
8 incident?

9 A. I spoke with someone . I'm not sure if it was
10 another member. I know -- I don't know his name,
11 but he was a member of management.

12 Q. What do you recall of that conversation?

13 A. Ma'am, I may be mistaken because it's several --
14 sometimes several people in the office. And I
15 don't remember who was in the office when I went
16 in to talk about the incident.

17 Q. Okay. Have you talked with any other vendors
18 about this incident?

19 A. Not since the incident. Oh, I'm sorry. I talked
20 to Richard once.

21 Q. What do you recall talking to Richard about?

22 A. What happened the day I -- my falling.

23 Q. Did he have any comment about what he witnessed or
24 what he saw?

25 A. The comment I remember was something akin to, I

1 saw it all, I saw everything, or something like
2 that.

3 Q. But he didn't say exactly what he saw, he just
4 used kind of the phrase, I saw it all? I saw you
5 fall, essentially?

6 A. That's what remains. I don't remember if he --
7 what the -- where the conversation went after
8 that.

9 Q. Fair enough. Ms. Lockett, anything else you want
10 to tell me about the incident or your injuries
11 that we have not talked about today?

12 A. Yes. I do have -- I have had to go to Urgent Care
13 for dizziness since then, severe -- what's that
14 called? I -- my back has really changed the way I
15 do things and the way I live now because of pain.
16 And at one point it did cause me to feel depressed
17 about that.

18 Q. Ms. Lockett, as we sit here today, I think your
19 earlier testimony was you don't have any
20 appointments scheduled but you intend to keep
21 seeking treatment for at least your head and your
22 back. Has any doctor told you that you will need
23 any type of surgery in the future with regard to
24 these injuries?

25 A. I don't recall.

1 Q. All right. Well, Ms. Lockett, it was a pleasure
2 speaking with you. I again apologize that I
3 couldn't be there in person. I always like to
4 speak with you in person, so I apologize I could
5 not be with you today in person, but I appreciate
6 you being flexible and understanding and joining
7 me over Zoom. It was a pleasure speaking with
8 you. Those are all the questions I have. Your
9 attorney may have some questions for you, but I
10 thank you for your time today.

11 A. You're very welcome. And I thank you in return.

12 Q. Thank you.

13 EXAMINATION BY MR. TINSLEY:

14 Q. Ms. Lockett?

15 A. Yes, sir.

16 MR. TINSLEY: Can you hear me, Kelsey?

17 MS. BRUDVIG: Can you move a little closer to
18 the microphone?

19 MR. TINSLEY: Yeah, I'll move up.

20 MS. BRUDVIG: Okay, thank you. I apologize.

21 MR. TINSLEY: You're good. All right, can you
22 hear me now?

23 MS. BRUDVIG: I can. Thank you.

24 EXAMINATION RESUMED BY MR. TINSLEY:

25 Q. Ms. Lockett, she asked you about prior lawsuits.

1 There were a couple of small judgments against you
2 over some loans. Are you aware of those?

3 A. I'm aware of lawsuits.

4 Q. So if that judgment came from a lawsuit, then you
5 don't dispute those; is that right?

6 A. Right.

7 Q. I guess my question is, whatever is out there as
8 far as those small loans, if it was a lawsuit, you
9 don't dispute that?

10 A. I don't dispute it.

11 Q. And tell me a little bit more about your hand
12 injury, how it got hurt.

13 A. It was my -- when I fell, my hand was already
14 sore. Because my balance was bad, when I was put
15 on the table for imaging, I was holding onto the
16 table because my balance -- because of my
17 dizziness. The technician pushed the button to
18 slide the table a certain way, but my hand was
19 holding onto the table and it went between the
20 upper level -- layer of the table and the bottom
21 and was stuck there.

22 Q. How long was it stuck?

23 A. Somewhere maybe between five and ten seconds.

24 Q. All right. And did you land on your hand in the
25 initial fall at Barnyard?

1 A. I'm not sure how I hurt it, but it was in the
2 fall.

3 Q. So it was hurting after the fall? Am I
4 understanding you correctly?

5 A. Yes, sir.

6 Q. And this imaging that took place, did it further
7 hurt your hand?

8 A. Oh, very much so, yes, sir.

9 Q. And when did this imaging take place?

10 A. In the emergency immediately after -- the visit,
11 emergency visit after the fall.

12 Q. So it happened on the same day as the fall?

13 A. Yes, sir, within a short time.

14 Q. Okay. And the imaging they were doing, were they
15 taking an image of your hand or was it of a
16 different body part when the hand got stuck?

17 A. Different body part.

18 Q. Do you remember what they were looking at at that
19 point?

20 A. I'm not sure. My torso.

21 Q. Something in your upper body?

22 A. Yes, sir.

23 Q. All right. I don't have any further questions.
24 If Ms. Kelsey has any follow-ups, please answer
25 them.

1 MS. BRUDVIG: I do not. I appreciate it.

2 Thank you, Ms. Lockett.

3 (DEPOSITION CONCLUDED AT 12:29 P.M.)

4 (EXHIBIT NUMBER 1 MARKED - [Vendor Documents])

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C E R T I F I C A T E

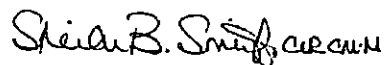
I, the undersigned, Sheila B. Smith, CVR-CM-M,
Notary Public in and for the State of South Carolina,
do hereby certify that the foregoing deposition of
GWENDOLYN SHERYL LOCKETT was taken on March 30, 2022;

That the within deponent was sworn to tell the
truth, and that the foregoing is an accurate
transcription of the testimony taken under oath;

That all exhibits entered herein are attached
hereto (if requested by counsel) and made a part of
this deposition.

I further certify that I am neither counsel nor
solicitor to any of the parties in said suit, nor
interested in the event of the cause.

In witness whereof, I have hereunto set my hand
and seal this 11th day of April, 2022.



Sheila B. Smith, CVR-CM-M
Notary Public for South Carolina
My Commission Expires: 2/25/2024

Flea Market Policy for Warehouse Rentals

1. If the warehouse is in your name, you must occupy it. Subletting or loaning of your space is prohibited. All vendors that are in partnership must have their business/retail license in both names.
2. Rent is due on the first of each month. If it has not been paid by the first Sunday of the month, a late charge of \$18.00 per warehouse will be added. Another late charge of \$18.00 per warehouse will be added if it is not paid by the end of the month.
3. In order for security deposit to be returned, you must: (A) give a 30-day written notice of intent to vacate (form available in office); (B) warehouse must be cleaned and inspected by MGT; and (C) All accounts must be paid in full.
4. Any construction or electrical work to your space must have prior approval. No construction work can be done during Flea Market hours.
5. The Flea Market is not responsible for the dealer's property. Although security measures are taken, dealers leave their property at their own risk. The Flea Market is not responsible for any liabilities arising out of the negligent acts of dealers or their employees or any injuries sustained by any of their employees.
6. We request that vendors open by 8:30 am and stay open until 4:00 pm.
7. Any vendor that would like to expand their business may be eligible for the warehouse next door to them if it becomes available. A vendor may expand if they have not been late with their rental payments for at least 6 consecutive months. If a vendor wishes to expand and a wall is taken down they must keep the additional unit for at least 3 months or the vendor will have to pay for a wall to go up. If a vendor decides to "sell-out" his business to someone else, the vendor can not "sell" his warehouse space. The warehouse must be vacated and it will be reassigned to another vendor who is waiting for a space.
8. The use of electric heaters or hot plates is prohibited. No portable air conditioning units are allowed. Refrigerators will be allowed but there will be an additional charge applied to your monthly rent. The charge small refrigerators will be \$10.00 per month and \$20.00 for larger ones. Electricity must be turned off at night. This is a safety precaution for all vendors. If a vendor makes a habit of leaving their lights on after closing, they will be subject to an additional fee (15% of warehouse payment) that will be added to their monthly rental payment.
9. THE FOLLOWING ARE PROHIBITED FROM BEING SOLD:
 - a. FIREARMS (BB GUNS, PELLET GUNS, AND PAINTBALL GUNS MAY BE SOLD IF THEY ARE NEW AND IN THE BOX).
 - b. CROSSBOWS AND DARTGUNS
 - c. DRINKS OR FOOD. NO BAKED GOODS PREPARED AT HOME UNLESS YOU HAVE A FOOD SERVICE PERMIT FROM DHEC.
 - d. POPPING CAPS, FIREWORKS, ANYTHING EXPLOSIVE.
 - e. COUNTERFEIT OR STOLEN GOODS.
 - f. X-RATED MOVIES OR X-RATED MATERIALS.
 - g. SNAKES, VICIOUS DOGS, FARM ANIMALS.
 - h. DANGEROUS CHEMICALS
 - i. DRUGS OR DRUG PARAPHERNALIA.
10. No painting or changes to the paneling outside your roll-up doors.
11. Do not glue carpet to floor.
12. Please break down cardboard boxes and take care of your own trash by putting it in the big trash bins located between and at the ends of the buildings; and not in the center aisle trash cans.
13. No signs or any hanging items outside your air space.
14. Stay inside your lines to keep aisles free of obstructions for shoppers.

POLICIES FOR TABLE RENTAL

- Dealers must pay before setting up. Spaces must be paid for at time of reservation. (Cash only). No phone reservations allowed. Permanent table vendors must pay for their tables in advance in order to guarantee their space. Any unreserved tables are assigned by the office on Saturday and Sunday on a first come first serve basis.
- **No refunds. No credits. No rollovers.**
- **ALL** payments must be made in the office. Please keep your receipt with you.
- To keep a reserved space on a permanent basis you cannot miss more than 1 day in a 4-week period.
- No subleasing or loaning your space.
- Keep all items inside your white line.
- No electric heaters or hot plates.
- No pets allowed.
- No loud or offensive music. No loud noise.
- No riding bicycles, skating, skateboards, or scooters.
- No screws or nails on tables or post under 6ft
- **No alcoholic beverages allowed or consumed on premises.**
- All dealers are to clean their spaces before leaving. Take your unsold items with you, break down your boxes and put them and your trash in the dumpsters located at the ends of each building. **DO NOT PUT YOUR TRASH OR BOXES IN THE AISLE TRASH CANS. THESE ARE FOR CUSTOMERS AND GUESTS ONLY.** Dealers who continually violate this policy will be fined.

***** All vendors must be set-up by 8:30a.m. on Saturday & 9:00a.m. on Sunday or tables will be re-rented and there will be NO REFUNDS or ROLLOVERS. Call before the above times if you are running late & we will hold your table.**

Barnyard Flea Market of Greer
2000 Hwy 101 South
Greer, SC 29651
864-968-1700
866-900-3532

Deposit Date: 5/13/17
Keys Issued: 7/16/17
Date of Refund: Rea 5/6/18
Date Keys Returned: 5/1/18
Date Moved Out: 5/1/18
Prorated Amount: 2 wks July
Due Date: August \$110.00

Vendor Information

Warehouse #

611

Personal Information

Full Name: Lockett Cowendolyn
Last First M.I.
Address: 220 Erby Avenue
Street Address
City: Laurens SC 29360
State ZIP Code
Home Phone: 864-681-9455 Alternate Phone: ()
E-mail Address: glockett77@aol.com

Birth Date: 2-26-54
Spouse's Name: _____
Spouse's Employer: _____ Spouse's Work Phone: ()
Copy of Driver's License is Required

Job Information

Title: _____ Place of Emp: _____
Supervisor: _____ Department: _____
Work Location: _____ E-mail Address: _____
Work Phone: () Cell Phone: ()

Emergency Contact Information

Full Name: Lockett Yasmine
Last First M.I.
Address: Laurens Rd.
Street Address
City: Mauldin SC 29662
State ZIP Code
Primary Phone: 864- () Alternate Phone: ()
Relationship: daughter

I have received a copy of the Warehouse Policy. I am aware that the rent is due the first Saturday of each month and is late after the first Sunday of each month. My rent begins the day I pick up my keys.

Vendor's Signature: _____ Date: 7/16/17 Warehouse Number: 611
All information given to us will be kept in strict confidence.

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF SPARTANBURG	)	SEVENTH JUDICIAL CIRCUIT
	)	
Gwendolyn Lockett,	)	Civil Action No.: 2020-CP-42-03485
	)	
Plaintiff,	)	
	)	
vs.	)	DEFENDANT BARNYARD FLEA
	)	MARKET OF GREER, LLC'S ANSWERS
Barnyard Flea Market of Greer, LLC and	)	TO PLAINTIFF'S INTERROGATORIES
Jane Doe,	)	
	)	
Defendants.	)	
	)	
	)	
	)	
	)	

TO: ROBERT JAMISON TINSLEY, JR., ESQUIRE, COUNSEL FOR THE ABOVE-NAMED PLAINTIFF:

Pursuant to Rule 33 of the South Carolina Rules of Civil Procedure, Defendant Barnyard Flea Market of Greer, LLC (Defendant) by and through its undersigned counsel, does hereby answer the Interrogatories propounded by Plaintiff as follows:

1. Give the names and addresses of persons known to the parties or counsel to be witnesses concerning the facts of the case and indicate whether or not written or recorded statements have been taken from the witnesses and indicate who has possession of such statements.

ANSWER:

a) Gwendolyn Lockett
c/o Tinsley & Tinsley, P.C.
P.O. Box 49145
Greenwood, SC 29649

Ms. Lockett is the Plaintiff in this matter and is expected to testify concerning her knowledge of and circumstances surrounding the subject incident. She is also expected to testify concerning her knowledge of and circumstances surrounding the nature and extent of her alleged injuries.

- b) **Phyllis Greene**
1466 Chase High Road
Forest City, NC 28043

Phyllis Greene is the vendor who rented the space where Plaintiff's incident occurred. She is expected to testify as to her knowledge of and circumstances surrounding the subject incident. She is also expected to testify as to her knowledge of the nature and extent of Plaintiff's alleged injuries.

- c) **Corporate Representatives of Barnyard Flea Market of Greer, LLC**
c/o Kelsey J. Brudvig, Esquire
Collins & Lacy, PC
Post Office Box 12487
Columbia, SC 29211

It is not known at this time what this individual would or could testify to concerning the alleged incident. No written or recorded statement by this witness is in Defendant's possession.

- d) **Any and all medical providers identified by Plaintiff or any other party.**
- e) **Each person identified, either as a fact or expert witness, by any other party by way of written discovery or otherwise.**
- f) **Defendant reserves the right to call as witnesses any and all persons necessary for rebuttal.**
- g) **Defendant reserves the right to call as witnesses any individual who has furnished information pursuant to a subpoena issued in the litigation of this case.**

As discovery is ongoing, Defendants reserve the right to supplement their Answer to this Interrogatory.

2. Set forth a list of photographs, plats, sketches or other prepared documents in possession of the party that relate to the claim or defense in the case.

ANSWER: Defendant is in possession of the following documents:

- a) **DEF_001 – 005 - Vendor Forms of Gwendolyn Lockett;**
- b) **DEF_006 – 010 – Vendor Forms of Phyllis A. Greene;**
- c) **DEF_011 – 0 – Photos of area where incident occurred;**

d) DEF_015 – Declarations Page of Everett National Insurance Company (redacted of premiums);

e) DEF_016 – Vendor Policy

f) DEF_017 – Barnyard Flea Market of Greer Floor Plan

Defendant is also in possession of the following documents received in response to *Subpoena Duces Tecum*:

a) UN-001 – 026 – Upstate Neurology records;

b) SRC-001-031 – Self Regional Center Physical Therapy (YMCA) Records;

c) CAFM-001-365 – Center for Adult & Family Medicine Records;

d) SFTC-001-111 – St Francis Therapy Center Records; and

e) POA-001-049 – Piedmont Orthopedic Associates Records

3. Set forth the names and addresses of all insurance companies which have liability insurance coverage relating to the claim and set forth the number or numbers of the policies involved and the amount or amounts of liability coverage provided in each policy.

ANSWER: Without any representation regarding coverage, see Declaration Pages from Everest National Insurance Company, redacted of premium.

4. List the names and addresses of any expert witnesses whom the party proposes to use as a witness at the trial of the case.

ANSWER: Defendant has not retained the services of a testifying expert at this time; however, Defendant reserves the right to do so at a later date and will supplement this Answer accordingly.

5. For each person known to the parties or counsel to be a witness concerning the facts of the case, set forth either a summary sufficient to inform the other party of the important facts known to or observed by such witness, or provide a copy of any written or recorded statements taken from such witnesses.

ANSWER: See Answer to Interrogatory 1.

6. Describe in detail all lawsuits or claims in which Defendant has been involved within the last ten (10) years regarding injuries suffered by someone at the Barnyard Flea Market in Greer, S.C., where Plaintiff was injured. Detail means at least the case caption, case number, and disposition of the case.

ANSWER: Defendant objects to this Interrogatory on the grounds that it seeks information that is equally available to Plaintiff via a search of the courts' public index.

Subject to and notwithstanding these objections, upon information and belief, none.

7. How many vending booths does Defendant's flea market in Greer, S.C. where Plaintiff was injured have?

ANSWER: There are a total of 240 warehouses, and 334 tables located both inside and outside in the field.

8. How many people come into Defendant's flea market in Greer, S.C. where Plaintiff was injured daily on an average basis?

ANSWER: It is estimated there are approximately 6,000 to 10,000 customers per weekend.

9. Please state whether Defendant has policies and procedures for maintenance and cleanliness required by vendors at the flea market in Greer, S.C. where Plaintiff was injured.

ANSWER: See attached DEF_016 – Vendor Policy.

10. Who enforces compliance by vendors with the policies and procedures for maintenance and cleanliness at the flea market in Greer, S.C.?

ANSWER: The Market staff.

11. Identify by name, address, and telephone number of all vendors and their store names who owned or operated businesses at Barnyard Flea Market in Greer, S.C., on the date that Plaintiff was injured (October 15, 2017).

ANSWER: Defendants object to this Interrogatory on the grounds that it is overly broad, unduly burdensome and irrelevant to the facts of this case. Subject to and notwithstanding these objections, Defendant has identified the vendor who operated the business of Gypsy Caravan where Plaintiff alleges the incident occurred.

13. Please state whether Defendant or any agent or employee of Defendant created any report of this trip-and-fall incident where Plaintiff was injured at Barnyard Flea Market in Greer, S.C., on October 15, 2017.

ANSWER: No report was created.

14. Please state whether Defendant's surveillance videos recorded this trip-and-fall incident where Plaintiff was injured at Barnyard Flea Market in Greer, S.C., on October 15, 2017.

ANSWER: There is no video surveillance in the building where the subject incident occurred.

15. Please identify by name, address, and telephone numbers all third persons who Defendant claims caused Plaintiffs injuries in Paragraphs 25 and 26 of the Answer.

ANSWER: Defendant objects to this Interrogatory as it seeks the mental impressions and legal theories of counsel protected by the work-product doctrine. Subject to and notwithstanding these objections, Defendant refers Plaintiff to Defendant's Answer to Complaint. Additionally, Defendant refers Plaintiff to the identification that the subject booth was operated by Phyllis Greene, operating as Gypsy Caravan.

16. Identify every document not produced in connection with Plaintiffs request to produce and state the specific reason for your refusal to produce it.

ANSWER: None.

Respectfully submitted,
COLLINS & LACY, P.C.

Kelsey J. Brudvig
KELSEY J. BRUDVIG
SC Bar No.: 101680
kbrudvig@collinsandlacy.com
CLAUDE T. PREVOST, III
SC Bar No. 74343
cprevost@collinsandlacy.com
1330 Lady Street, Sixth Floor (29201)
Post Office Box 12487
Columbia, SC 29211
803.256.2660 (voice)
803.771.4484 (fax)

ATTORNEYS FOR DEFENDANT
BARNYARD FLEA MARKET OF
GREER, LLC

Columbia, South Carolina
May 24, 2022

**DEFENDANT BARNYARD FLEA
MARKET OF GREER, LLC'S
ANSWERS TO PLAINTIFF'S
INTERROGATORIES**

CERTIFICATE OF SERVICE
(2020-CP-42-03485)

The undersigned employee of Collins & Lacy, P.C., hereby certifies that (s)he has served the following named individual(s) with a copy of the pleading(s) indicated below via electronic mail and/or by mailing a copy of same to them in the United States mail, with sufficient postage affixed thereto and return address clearly marked on the date indicated below:

COUNSEL SERVED:

Robert Jamison Tinsley, Jr., Esquire
Tinsley & Tinsley, P.C.
Post Office Box 49145
Greenwood, SC 29649
Counsel for Plaintiff

**PLEADING: DEFENDANT BARNYARD FLEA MARKET OF GREER, LLC'S
ANSWERS TO PLAINTIFF'S INTERROGATORIES**

Sarah W. Chambers

Sarah W. Chambers

Columbia, South Carolina
May 24, 2022



Jamison Tinsley <tinslerj@gmail.com>

Courtesy NEF RE: 2020CP4203485

1 message

efiledonotreply@sccourts.org <efiledonotreply@sccourts.org>

Fri, Oct 14, 2022 at 3:09 PM

To: tinslerj@gmail.com

Cc: tinsleyattorneys@gmail.com

******* IMPORTANT NOTICE - READ THIS INFORMATION *******
NOTICE OF ELECTRONIC FILING [NEF]

A filing has been submitted to the court RE: 2020CP4203485

Official File Stamp:	10-14-2022 03:03:08 PM
Court:	CIRCUIT COURT Common Pleas Spartanburg
Case Caption:	Gwendolyn Lockett VS Barnyard Flea Market Of Dallas, Llc , defendant, et al
Document(s) Submitted:	Motion/Reconsider
Filed by or on behalf of:	Robert Jamison Tinsley, Jr.

This notice was automatically generated by the Court's auto-notification system.

The following people were served electronically:

Henry Dargan McMaster, Jr. for Barnyard Flea Market Of Greer, Llc
Robert Jamison Tinsley, Jr. for Gwendolyn Lockett
Kelsey Jan Brudvig for Barnyard Flea Market Of Greer, Llc
Claude Townsend Prevost, III for Barnyard Flea Market Of Greer, Llc

The following people have not been served electronically by the Court. Therefore, they must be served by traditional means:

Jane Doe

~~~ CONFIDENTIALITY NOTICE ~~~ This message is intended only for the addressee and may contain information that is confidential. If you are not the intended recipient, do not read, copy, retain, or disseminate this message or any attachment. If you have received this message in error, please contact the sender immediately and delete all copies of the message and any attachments.



Jamison Tinsley &lt;tinslerj@gmail.com&gt;

**Retraction: Courtesy NEF RE: 2020CP4203485**

1 message

efiledonotreply@sccourts.org <efiledonotreply@sccourts.org>  
To: tinslerj@gmail.com  
Cc: tinsleyattorneys@gmail.com

Fri, Oct 14, 2022 at 3:16 PM

The Notice below is **RESCINDED**  
The filing was not filed.

\*\*\*\*\* IMPORTANT NOTICE - READ THIS INFORMATION \*\*\*\*\*  
NOTICE OF ELECTRONIC FILING [NEF]

A filing has been submitted to the court RE: 2020CP4203485

**Official File Stamp:** 10-14-2022 03:03:08 PM  
**Court:** CIRCUIT COURT  
Common Pleas  
Spartanburg  
**Case Caption:** Gwendolyn Lockett VS Barnyard Flea Market Of Dallas, Llc , defendant, et al  
**Document(s) Submitted:** Motion/Reconsider  
**Filed by or on behalf of:** Robert Jamison Tinsley, Jr.

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Jane Doe

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Jamison Tinsley &lt;tinslerj@gmail.com&gt;

---

**Courtesy NEF RE: 2020CP4203485**

1 message

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**efiledonotreply@sccourts.org** <efiledonotreply@sccourts.org>

Wed, Oct 19, 2022 at 12:52 PM

To: tinslerj@gmail.com

Cc: tinsleyattorneys@gmail.com

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**\*\*\*\*\* IMPORTANT NOTICE - READ THIS INFORMATION \*\*\*\*\***  
**NOTICE OF ELECTRONIC FILING [NEF]**

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**A filing has been submitted to the court RE: 2020CP4203485**

|                                  |                                                                             |
|----------------------------------|-----------------------------------------------------------------------------|
| <b>Official File Stamp:</b>      | 10-19-2022 12:49:50 PM                                                      |
| <b>Court:</b>                    | CIRCUIT COURT<br>Common Pleas<br>Spartanburg                                |
| <b>Case Caption:</b>             | Gwendolyn Lockett VS Barnyard Flea Market Of Dallas, Llc , defendant, et al |
| <b>Document(s) Submitted:</b>    | Motion/Reconsider                                                           |
| <b>Filed by or on behalf of:</b> | Robert Jamison Tinsley, Jr.                                                 |

This notice was automatically generated by the Court's auto-notification system.

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Robert Jamison Tinsley, Jr. for Gwendolyn Lockett  
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Certificate of Counsel

The undersigned hereby certifies that the Record on Appeal contains all materials proposed to be included by any of the parties and not any other material.



R. Jamison Tinsley Jr.
S.C. Bar No. 79903
Tinsley & Tinsley, P.C.
109 Oak Ave.
Greenwood, SC 29646
(864) 223-0770
Attorney for Appellant

RECEIVED

SEP 18 2023

SC Court of Appeals