

COMPLETE RECORD ON APPEAL, PART 2 of 4

(Pursuant to/of Order (b)(2) of the Supreme Court of South Carolina **2021-08-25-02**

RE: Methods of Electronic Filing and Service Under Rule 262 of the South Carolina Appellate Court Rules Appellate Case No. 2020-000447)

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Aug 12 2024

SC Court of Appeals

Filed March 27, 2018

1st Set of Admissions, Interrogatories, and Request for Productions

STATE OF SOUTH CAROLINA)
)
 in the matter of Arbitration)
)
 HEIDI GERSTEN, IVANKA AYOUB)
 Claimants)
 vs.)
)
 KEVIN CARTER, RICHARD DAVIS, JOSEPH)
 TIRBOVICH, NATIONWIDE MUTUAL INS.)
 CO., INTERINSURANCE EXCHANGE of the)
 AUTOMOBILE CLUB, TRUSTGUARD INS.)
 CO., JOHN AMMENDOLA)
 _____)
 Defendants)

BEFORE THE ARBITRATION PANEL
 CHESTER COUNTY

Case number: 2018-CP-12-00074

1st SET of ADMISSIONS,
 INTERROGATORIES,
 and REQUEST for PRODUCTIONS

Pursuant to SC Rules of Civil
 Procedure Sections: 33, 34 and 36

COURT OF COURTS
 CHESTER COUNTY S.C.
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Now come the Claimants Heidi Gersten and Ivanka Ayoub and move the Court to admit into evidence the following Admissions, Interrogatories and Request for Productions as well as their present and future responses by Defendants Kevin Carter and/or Richard Davis and/or Joseph Tirbovich and/or Nationwide Mutual Insurance Company and/or Interinsurance Exchange of the Automobile Club and/or John Ammendola and/or Trustguard Insurance pursuant to SC Rules of Civil Procedure Sections 33, 34 and 36.

The Claimants hereby request the Defendants pursuant to Rule 36, within 30 days after service of this request, make the following admissions for the purpose of this action only and subject to all pertinent objections to admissibility, which may be interposed at a trial on this matter. If objection is made, please state the reason for the objection. Please specifically deny the matter or set forth in detail the reasons why the answering party cannot truthfully admit or deny the matter. Space has been provided after each request to permit the Defendants to set forth an answer of objections thereto. Also, please note that the term "collision" refers to the motor

vehicle collision which is the subject of this lawsuit and which occurred on or about March 19, 2015.

DEFINITIONS AND INSTRUCTIONS

1. As used herein, a singular form of a noun or a pronoun shall be considered to include, within its meaning the plural form of the noun or pronoun as used and vice versa. In similar fashion, the use of the masculine form of a pronoun shall be considered also to include within its meaning the feminine form of the pronoun so used and vice versa. Also in similar fashion, the use of any tense of the verb shall be considered to include within its meaning all other tenses of the verb so used.

2. These requests for admission, requests for production of documents and interrogatories shall be deemed to be continuing in nature so as to require additional answers, responses and admissions or denials if further information is obtained between the time the answers, responses and admissions are served and the time of arbitration. Such answers, responses and admissions shall be served from time to time, but not later than 30 days after such additional information is received.

3. In answering these requests for admission, an answer shall specifically admit or deny the matter or set forth in detail the reasons why the answering party cannot truthfully admit or deny the matter.

4. In answering these requests for admission, a denial shall fairly meet the substance of the requested admission, and when good faith requires that a party qualify his or her answer, or deny part of the matter of which an admission is

requested, he or she shall specify so much of it as is true and qualify or deny the remainder.

5. An answering party may not give lack of information or knowledge as a reason for failure to admit or deny unless he or she states that he or she has made a reasonable inquiry and that the information known or readily obtainable by him or her to admit or deny. A party who considers that a matter of which an admission has been requested presents a genuine issue for trial may not, on that ground alone, object to the request. He or she may, subject to the provision of Rule 36, deny the matter or set forth reason why he or she cannot admit or deny it.

6. If you fail or refuse to admit the truth of any such statement of fact and the Claimant(s) thereafter prove(s) the truth thereof, you may be required to pay reasonable expenses incurred in making such proof, including attorney fees.

7. All information is to be divulged which is in your possession or control or within the possession or control of your attorneys, agents or the representatives of you or your attorneys.

8. When a request contains a separately numbered or lettered paragraph, each separately numbered or lettered paragraph should be treated separately and a separate response furnished.

9. You are reminded that all answers must be made separately and fully, and that an incomplete or evasive answer is a failure to answer.

10. If an objection is made, the reasons therefore shall be stated with particularity.

11. The words "document", "documents", and "thing" as used herein shall be

deemed to include any written, printed, typed, or other graphic matter of any kind or nature, drafts and copies bearing notations or marks not found on the original, including reports, notes, letters, envelopes, telegrams, messages (including references, studies, analyses, comparisons, books, articles, magazines, manuals, newspapers, booklets, circulars, bulletins, notice, instructions, minutes of all other communications of any kind, including inter-and intra-office communications, purchase orders, questionnaires and surveys, charts, graphs, photographs, microfilms, phonograph, tapes or recordings, punch cards, magnetic tapes, discs, data cell, drums, printouts, video, and other data compilations from which information can be obtained.

12. The word "person" or "persons" as used herein shall be deemed to include natural person, firms, partnerships, associations, joint ventures, trustees and corporations.

13. The word "identify", "identity", or "identification":

- (a) When used herein in reference to a natural person, shall require you to state:
 - (1) his full name and the present or last known address of his residence, and
 - (2) his present or last known business affiliation or employer, and position therewith.
- (b) When used in reference to an entity other than the individual, shall require you to state:
 - (1) its full name, and
 - (2) nature of the organization including the name of the state under which the same was or is organized.

(c) When used in reference to a document, shall require you to state:

(1) its date,

(2) its author,

(3) the type of document (e.g., letter, memorandum, receipt, invoice, schedule, report, telegraph, chart, photograph, sound reproduction, note, etc.)

(4) its source (i.e., from whom you obtained it), and

(5) its present location and the name of the present custodian or each

custodian if there is more than one copy thereof. If any such document was, but is no longer in your possession or subject to your control, or it is no longer in existence, state whether it is:

(1) missing or lost,

(2) destroyed,

(3) transmitted or transferred, voluntarily or involuntarily to others,

identifying such others or

(4) otherwise disposed of, and in each instance, explain the circumstances surrounding the authorization for such disposition and state the date or approximate date thereof.

14. "And", "as well as", "or" shall be construed either disjunctively or conjunctively as necessary to bring within the scope of this request any documents which might otherwise be construed as outside its scope.

15. "Related to", "regarding", "relative to", "relating to" or any similar term shall mean directly or indirectly mentioning or describing, pertaining to, connected with, or reflecting upon any item or issue designated.

16. "Communications" shall refer to all inquires, discussions, interviews, messages, meetings, telephone conversations, letters, notes, electronic mail, or any other form or interpersonal discussion, whether verbal or written.

17. The words "you", "your" and "yours" refer to the Defendants, the Defendant's attorney, representatives, or any other person acting for or on behalf of the same.

18. "Property" refers to the personal property and/or belongings including but not limited to tangible and/or intangible items/or goods and/or intellectual property.

19. "This action" refers to the above captioned action pending in the Chester County Court of Common Pleas as case number: 2018-AP-12-00074.

20. The word "liability" means accountability and/or responsibility.

ADMISSIONS

Instructions

Pursuant to Rule 36 REQUEST FOR ADMISSIONS

(a) Request for Admission. A party may serve upon any other party a written request for the admission, for purposes of the pending action only, of the truth of any matters within the scope of Rule 26(b) set forth in the request that relate to statements or opinions of fact or of the application of law to fact, including the genuineness of any documents described in the request. Copies of documents shall be served with the request unless they have been or are otherwise furnished or made available for inspection and copying. The request may, without leave of court, be served upon the plaintiff after commencement of the action and upon any other party with or after service of the summons and complaint upon that party.

Each matter of which an admission is requested shall be separately set forth. The matter is admitted unless, within 30 days after service of the request, or within such shorter or longer time as the court may allow or as stipulated in

writing by the parties pursuant to Rules 29 and 6(b), the party to whom the request is directed serves upon the party requesting the admission a written answer or objection addressed to the matter, signed by the party or by his attorney, but, unless the court shortens the time, a defendant shall not be required to serve answers or objections before the expiration of 45 days after service of the summons and complaint upon him. If objection is made, the reasons therefor shall be stated. The answer shall specifically deny the matter or set forth in detail the reasons why the answering party cannot truthfully admit or deny the matter. A denial shall fairly meet the substance of the requested admission, and when good faith requires that a party qualify his answer or deny only a part of the matter of which an admission is requested, he shall specify so much of it as is true and qualify or deny the remainder. An answering party may not give lack of information or knowledge as a reason for failure to admit or deny unless he states that he has made reasonable inquiry and that the information known or readily obtainable by him is insufficient to enable him to admit or deny. A party who considers that a matter of which an admission has been requested presents a genuine issue for trial may not, on that ground alone, object to the request; he may, subject to the provisions of Rule 37(c), deny the matter or set forth reasons why he cannot admit or deny it.

The party who has requested the admissions may move to determine the sufficiency of the answers or objections. Unless the court determines that an objection is justified, it shall order that an answer be served. If the court determines that an answer does not comply with the requirements of this rule, it may order either that the matter is admitted or that an amended answer be served. The court may, in lieu of these orders, determine that final disposition of the request be made at a pre-trial conference or at a designated time prior to trial. The provisions of Rule 37(a)(4) apply to the award of expenses incurred in relation to the motion.

Note to 2001 Amendment:

The second sentence of the second paragraph of Rule 36(a) is amended to reflect the change in Rule 29 allowing the parties, under certain circumstances, to stipulate to extensions.

(b) Effect of Admission. Any matter admitted under this rule is conclusively established unless the court on motion permits withdrawal or amendment of the admission. Subject to the provisions of Rule 16 governing amendment of a pre-trial order, the court may permit withdrawal or amendment when the presentation of the merits of the action will be subserved thereby and the party who obtained the admissions fails to satisfy the court that withdrawal or amendment will prejudice him in maintaining his action or defense on the merits. Any admission made by a party under this rule is for the purpose of the pending action only and is not an admission by him for any other purpose.

(c) Limitation. A party may serve on any other party more than one set of requests to admit, but the total number of all requests to one party shall not exceed twenty requests, including subparts, except by leave of court upon good cause shown. Requests to admit the genuineness of documents or tangible things are not limited to any number of documents or things.

Note:

This is the language of current Federal Rule 36, as well as substantially the language of Circuit Court Rule 89, with the addition of the limitation in 36(c), which is new matter.

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ADMISSIONS

1. Admit that you were personally served with the Writ of Summons and Complaint in the above-captioned case.

ANSWER:

2. Admit that you have no basis to assert as a defense or affirmative defense to the subject accident, lack of personal jurisdiction.

ANSWER:

3. Admit that immediately prior to impact, the Defendant Kevin Carter failed to yield right of way to the Claimant Heidi Gersten on the date of the collision.

ANSWER:

4. Admit that the Claimant Heidi Gersten was paralyzed as a result of said collision.

ANSWER:

5. Admit that the Claimant Heidi Gersten was paralyzed as a result of the collision caused by the Defendant Kevin Carter.

ANSWER:

6. You consumed drugs (prescription or otherwise), medicines, or alcoholic beverages within twenty-four (24) hours prior to said occurrence.

ANSWER:

7. You were under care of a physician at the time of the occurrence.

ANSWER:

8. You maintained insurance that covers your liability in this lawsuit.

ANSWER:

9. _____ offered the Claimant Heidi Gersten
solely for punitive damages to settle this claim in addition to the
offer of _____ for property damage.
ANSWER:

10. Admit that the collision occurred on US I77 heading north in Chester County,
South Carolina.
ANSWER:

11. Admit that the speed limit was 70mph in the area of this controversy.
ANSWER:

12. Admit that the Defendant Kevin Carter was partly in the right shoulder of
northbound I77 upon impact of the collision.
ANSWER:

13. The Defendant Kevin Carter consumed Valium while operating his motor
vehicle during said March 19, 2015 collision.
ANSWER:

14. The Defendant Kevin Carter was too impaired on March 19, 2015 at
approximately 3:45 a.m. to safely drive a motor vehicle.
ANSWER:

15. The Defendant Kevin Carter did not report to his claims adjuster employed
by Defendant Nationwide Mutual Insurance Company that he was charged
with DUI for said March 19, 2015 collision when initially reporting the said
collision.
ANSWER:

16. The Defendant Kevin Carter is and/or was certified as a State of North
Carolina Medical Responder North Carolina EMS License _____.
ANSWER:

17. Punitive damages are recoverable in a property damage claim in South
Carolina and there is no cap when the defendant's conduct is willful, wanton
or reckless.
ANSWER:

18. Admit or deny that the Defendant Nationwide Mutual Insurance Company
accepted liability through the Defendant Joseph Tirbovich for this stated
March 19, 2015 occurrence.
ANSWER:

19. The Defendants Kevin Carter and/or Richard Davis do not have an insurance rider or umbrella policy.

ANSWER:

20. The Claimant Heidi Gersten provided the Defendant Nationwide Insurance Company with 322 pages of information that included receipts and pictures of lost, destroyed, or damaged property caused by said collision as requested by the Defendant Joseph Tirbovich.

ANSWER:

FOR RECORDS OF A REGULARLY CONDUCTED ACTIVITY

REQUEST FOR ADMISSION No. 21: Admit that documents labeled "Exhibit A" are true and authentic copies of the genuine original documents.

ANSWER:

REQUEST FOR ADMISSION No. 22: Admit that documents labeled "Exhibit A" were made at or near the time of the regularly conducted activity to which the documents pertain.

ANSWER:

REQUEST FOR ADMISSION No. 23: Admit that documents labeled "Exhibit A" were made by a person with knowledge of the activity to which the documents pertain or were made from information transmitted by a person with knowledge of the activity to which the documents pertain.

ANSWER:

REQUEST FOR ADMISSION No. 24: Admit that documents labeled "Exhibit A" were prepared and kept by SC Dept. of Public Safety in the course of regularly conducted activity of a business, organization, occupation or calling.

ANSWER:

REQUEST FOR ADMISSION No. 25: Admit that the documents labeled "Exhibit A" were made in the regular practice of activity to which the documents pertain.

ANSWER:

REQUEST FOR ADMISSION No. 26: Admit that the document attached as "Exhibit A" (Police Report) is an authentic copy of a document produced by Trooper Blackwell of the South Carolina Highway Patrol in the normal course of its business operation.

ANSWER:

REQUEST FOR ADMISSION No. 27: Admit that documents labeled "Exhibit B" are true and authentic copies of the genuine original documents.

ANSWER:

REQUEST FOR ADMISSION No. 28: Admit that documents labeled "Exhibit B" were made at or near the time of the regularly conducted activity to which the documents pertain.

ANSWER:

REQUEST FOR ADMISSION No. 29: Admit that documents labeled "Exhibit B" were made by a person with knowledge of the activity to which the documents pertain or were made from information transmitted by a person with knowledge of the activity to which the documents pertain.

ANSWER:

REQUEST FOR ADMISSION No. 30: Admit that documents labeled "Exhibit B" were prepared and kept by Arbitration Forums, Inc. in the course of regularly conducted activity of a business, organization, occupation or calling.

ANSWER:

REQUEST FOR ADMISSION No. 31: Admit that the documents labeled "Exhibit B" were made in the regular practice of activity to which the documents pertain.

ANSWER:

REQUEST FOR ADMISSION No. 32: Admit that the documents attached as "Exhibit B" (Arbitration Decision) is an authentic copy of the document produced by _____, Arbitrator for _____, in the normal course of its business operation.

ANSWER:

REQUEST FOR ADMISSION No. 33: Admit that documents labeled "Exhibit C" are true and authentic copies of the genuine original documents.

ANSWER:

REQUEST FOR ADMISSION No. 34: Admit that the documents labeled "Exhibit C" were made in the regular practice of activity to which the documents pertain.

ANSWER:

REQUEST FOR ADMISSION No. 35: Admit that documents labeled "Exhibit C" were made by a person with knowledge of the activity to which the documents pertain or were made from information transmitted by a person with knowledge of the activity to which the documents pertain.

ANSWER:

REQUEST FOR ADMISSION No. 36: Admit that documents labeled "Exhibit C" were prepared and kept by SC Law Enforcement Division Toxicology Dept. in the course of regularly conducted activity of a business, organization, occupation or calling.

ANSWER:

REQUEST FOR ADMISSION No. 37: Admit that the documents labeled "Exhibit C" were made in the regular practice of activity to which the documents pertain.
ANSWER:

REQUEST FOR ADMISSION No. 38: Admit that the documents attached as "Exhibit C" (Forensic Services Laboratory Report) are authentic copies of documents produced by _____ Forensic Toxicologist, in the normal course of its business operation.
ANSWER:

REQUEST FOR ADMISSION No. 39: Admit that documents labeled "Exhibit D" are true and authentic copies of the genuine original documents.
ANSWER:

REQUEST FOR ADMISSION No. 40: Admit that documents labeled "Exhibit D" were made at or near the time of the regularly conducted activity to which the documents pertain.
ANSWER:

REQUEST FOR ADMISSION No. 41: Admit that documents labeled "Exhibit D" were made by a person with knowledge of the activity to which the documents pertain or were made from information transmitted by a person with knowledge of the activity to which the documents pertain.
ANSWER:

REQUEST FOR ADMISSION No. 42: Admit that documents labeled "Exhibit D" were prepared and kept by _____ in the course of regularly conducted activity of a business, organization, occupation or calling.
ANSWER:

REQUEST FOR ADMISSION No. 43: Admit that the documents labeled "Exhibit D" were made in the regular practice of activity to which the documents pertain.
ANSWER:

REQUEST FOR ADMISSION No. 44: Admit that the documents attached as "Exhibit D" (Declaration Page) are authentic copies of documents produced by _____ in the normal course of its business operation.
ANSWER:

REQUEST FOR ADMISSION No. 45: Admit that the document labeled "Exhibit E" is a true and authentic copy of the genuine original documents.
ANSWER:

REQUEST FOR ADMISSION No. 46: Admit that the document labeled "Exhibit E" was made at or near the time of the regularly conducted activity to which the document pertains.

ANSWER:

REQUEST FOR ADMISSION No. 47: Admit that the document labeled "Exhibit E" was made by a person with knowledge of the activity to which the document pertains or was made from information transmitted by a person with knowledge of the activity to which the document pertains.

ANSWER:

REQUEST FOR ADMISSION No. 48: Admit that the document labeled "Exhibit E" was prepared and kept by _____ in the course of regularly conducted activity of a business, organization, occupation or calling.

ANSWER:

REQUEST FOR ADMISSION No. 49: Admit that the document labeled "Exhibit E" was made in the regular practice of activity to which the documents pertain.

ANSWER:

REQUEST FOR ADMISSION No. 50: Admit that the document attached as "Exhibit E" (_____ Offer) is an authentic copy of a document produced by _____, in _____, Casualty Claims Specialist for _____, in the normal course of its business operation.

ANSWER:

REQUEST FOR ADMISSION No. 51: Admit that the document labeled "Exhibit F" is a true and authentic copy of the genuine original document.

ANSWER:

REQUEST FOR ADMISSION No. 52: Admit that the document labeled "Exhibit F" was made at or near the time of the regularly conducted activity to which the document pertains.

ANSWER:

REQUEST FOR ADMISSION No. 53: Admit that document labeled "Exhibit F" was made by a person with knowledge of the activity to which the document pertains or was made from information transmitted by a person with knowledge of the activity to which the document pertains.

ANSWER:

REQUEST FOR ADMISSION No. 54: Admit that the document labeled "Exhibit F" was prepared and kept by _____ in the course of regularly conducted activity of a business, organization, occupation or calling.

ANSWER:

REQUEST FOR ADMISSION No. 55: Admit that the document labeled "Exhibit F" was made in the regular practice of activity to which the documents pertain.

ANSWER:

REQUEST FOR ADMISSION No. 56: Admit that the document attached as "Exhibit F" (_____ Punitive Offer) is an authentic copy of a document produced by _____, Claims Adjuster for _____, in the normal course of its business operation.

ANSWER:

REQUEST FOR ADMISSION No. 57: Admit that documents labeled "Exhibit G" are true and authentic copies of the genuine original documents.

ANSWER:

REQUEST FOR ADMISSION No. 58: Admit that documents labeled "Exhibit G" were made at or near the time of the regularly conducted activity to which the documents pertain.

ANSWER:

REQUEST FOR ADMISSION No. 59: Admit that documents labeled "Exhibit G" were made by a person with knowledge of the activity to which the documents pertain or were made from information transmitted by a person with knowledge of the activity to which the documents pertain.

ANSWER:

REQUEST FOR ADMISSION No. 60: Admit that documents labeled "Exhibit G" were prepared and kept by _____, also doing business as _____, in the course of regularly conducted activity of a business, organization, occupation or calling.

ANSWER:

REQUEST FOR ADMISSION No. 61: Admit that the documents labeled "Exhibit G" were made in the regular practice of activity to which the documents pertain.

ANSWER:

REQUEST FOR ADMISSION No. 62: Admit that documents attached as "Exhibit G" _____ are authentic copies of documents produced by _____ Senior Claims Representative of _____, also doing business as _____ in the normal course of its business operation.

ANSWER:

INTERROGATORIES

Instructions

Pursuant to Rule 33 INTERROGATORIES TO PARTIES

(a) Availability; Procedures for Use. Except as limited by paragraph (b)(9), any party may serve upon any other party written interrogatories to be answered by the party served or, if the party served is a public or private corporation or a partnership or association or governmental agency, by any officer or agent, who shall furnish such information as is available to the party. Interrogatories may, without leave of court, be served upon the plaintiff after commencement of the action and upon any other party with or after service of the summons and complaint upon that party.

Each interrogatory shall be answered separately and fully in writing under oath, unless it is objected to, in which event the reasons for objection shall be stated in lieu of an answer. The answers are to be signed by the person making them, and the objections signed by the attorney making them. The party upon whom the interrogatories have been served shall serve a copy of the answers, and objections if any, within 30 days after the service of the interrogatories, except that a defendant may serve answers or objections within 45 days after service of the summons and complaint upon that defendant. The court may allow a shorter or longer time. The party submitting the interrogatories may move for an order under Rule 37(a) with respect to any objection to or other failure to answer an interrogatory.

Note:

This Rule 33(a) is the language of current Federal Rule except the first line. This language permits interrogatories to any party, not just an adverse party, and increases the time within which a party may object or respond to 30 days.

(b) Standard Interrogatories. In all cases the following standard interrogatories may be served by one party upon another unless otherwise ordered by the court for good cause shown. The interrogatories shall be deemed to continue from the time of service, until the time of trial of the action so that information sought, which comes to the knowledge of a party, or his representative or attorney, after original answers to interrogatories have been submitted, shall be promptly transmitted to the other party.

(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.

(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.

(3) In cases involving personal injury set forth the names and addresses of all physicians who have treated the party and all hospitals to which the party has been committed in connection with said injuries and also set forth a statement of all medical costs involved.

(4) 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.

(5) Set forth an itemized statement of all damages, exclusive of pain and suffering, claimed to have been sustained by the party.

(6) List the names and addresses of any expert witnesses whom the party proposes to use as a witness at the trial of the case.

(7) 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.

(8) [Defendants only.] If the defendant is improperly identified, give the proper identification and state whether counsel will accept service of an amended summons and pleading reflecting the correct information.

(9) **Limitations.** In addition to the standard interrogatories authorized by this paragraph, the court may order additional interrogatories for good cause shown in any case. In all actions in which the amount in controversy is not less than \$25,000, and in all actions for declaratory or injunctive relief, a party may serve additional interrogatories including more than one set of interrogatories upon any other party; but the total number of general interrogatories to any one party shall not exceed fifty questions including subparts, except by leave of court upon good cause shown.

Note:

Rule 33(b)(5) amends present Circuit Court Rule 90 to require an "itemized" statement of all special damages exclusive of pain and suffering. 33(b)(8) is amended to make clear that in certain cases additional interrogatories are permitted beyond the standard interrogatories. Paragraphs 33(b)(1) through (4) and (6) are verbatim the standard interrogatories permitted by present Circuit Court Rule 90(e)(A) through (D) and (F). Paragraph (b)(7) is new and provides for a summary of the facts known to the witnesses in the case. The rule requires a detailed summary so as to avoid the problem encountered with the interrogatories directed to experts in Federal Rule 26(b)(4)(A)(i) which often results in a short, vague summary of expected testimony. On the other hand, it is limited to important facts known or observed by the witness so that the summary is restricted to the actual knowledge of the witness. Paragraph (b)(8) is added to provide for additional special interrogatories to parties in complex cases. The \$10,000 limitation follows the approach set by present Circuit Court Rule 87J. The limit of fifty such interrogatories follows present local rules of the Federal courts.

Note to 1985 Amendment:

The changes to Rule 33(b)(8) raise the amount in controversy necessary to authorize general interrogatories as a matter of course from \$10,000 to \$25,000. The rule is clarified to permit up to fifty general interrogatories in addition to the seven standard interrogatories.

Note to 1988 Amendment:

Rule 33(b)(8) is amended to make clear that the court has the discretion to permit additional interrogatories in any case for good cause shown.

Note to 2008 Amendment:

This amendment added section (b)(8) relating to defendants.

(c) Option to Produce Business Records. Where the answer to an interrogatory may be derived or ascertained from the business records, including electronically stored information, of the party upon whom the interrogatory has been served or from an examination, audit or inspection of such business records, including a compilation, abstract or summary thereof, and the burden of deriving or ascertaining the answer is substantially the same for the party serving the interrogatory as for the party served, it is a sufficient answer to such interrogatory to specify the records from which the answer may be derived or ascertained and to afford to the party serving the interrogatory reasonable opportunity to examine, audit or inspect such records and to make copies, compilations, abstracts or summaries. A specification shall be in sufficient detail to permit the interrogating party to locate and to identify, as readily as can the party served, the records from which the answer may be ascertained.

Note:

This Rule 33(c) is the Federal Rule and permits the party responding to discovery interrogatories to supply the documents from which the information can be obtained when the burden of extracting the information is the same for either party. It places on the requesting party the burden of obtaining the information if he specially needs it.

Note to 2011 Amendment:

The amendments to Rules 16, 26, 33, 34, 37 and 45 of the South Carolina Rules of Civil Procedure concerning electronic discovery are substantially similar to the corresponding provisions in the Federal Rules of Civil Procedure. The rules concerning electronic discovery are intended to provide a practical, efficient and cost-effective method to assure reasonable discovery. Pursuit of electronic discovery must relate to the claims and defenses asserted in the pleadings and should serve as a means for facilitating a just and cost-effective resolution of disputes.

(d) **Scope; Use at Trial.** Interrogatories may relate to any matters which can be inquired into under Rule 26(b), and the answers may be used to the extent permitted by the rules of evidence. An interrogatory otherwise proper is not necessarily objectionable merely because an answer to the interrogatory involves an opinion or contention that relates to fact or the application of law to fact, but the court may order that such an interrogatory need not be answered until after designated discovery has been completed or until a pre-trial hearing or other later time.

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DEFINITIONS

- a. These Interrogatories are continuing in character so as to require you to file supplementary answers if you obtain further or different information before trial.
- b. Unless otherwise stated, these Interrogatories refer to the time, place, and circumstances of the collision and property damages mentioned or complained of in the Claim for property damages.
- c. Where name and identity of a person is required, please state full name, home address and also business address, if known.
- d. Where knowledge or information in possession of a party is requested, such request includes knowledge of the party's agents, representatives, and unless privileged, his attorney's. When answer is made by corporate defendant, state the name, address and title of persons supplying the information and making the affidavit, and announce the source of his or her information.
- e. The pronoun "you" refers to the party to whom the Interrogatories are addressed and the parties mentioned in clause (d).
- f. "Identify" when referring to an individual, corporation, or other entity shall mean to set forth the name and telephone number, and if a corporation or other entity, its principle place of business, or if an individual, the present or last known home address, his or her job title or titles, by whom employed and address of the place of employment.
- g. "Collision" is defined as the car accident that occurred on March 19 2015 as referenced in Claimants' Complaint.

INTERROGATORIES

INTERROGATORY No. 1:

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

ANSWER:

INTERROGATORY No. 2:

(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 matter.

ANSWER:

INTERROGATORY No. 3:

(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:

INTERROGATORY No. 4:

(4) List the names and addresses of any expert witnesses whom the party proposes to use as a witness at the arbitration of this matter.

ANSWER:

INTERROGATORY No. 5:

(5) For each person known to the parties or counsel to be a witness concerning the facts of the matter, 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:

INTERROGATORY No. 6:

(6) State your full name, current address, date of birth, social security number and work address or if you are the representative of a company answering these interrogatories state your title, your affiliation with the Defendant Kevin Carter and the length of time you have been employed by the Defendant Nationwide Mutual Insurance Company or Trustguard Insurance Company or Interinsurance Exchange of the Automobile club, and list all the positions you held in the past and your current position.

ANSWER:

INTERROGATORY No. 7:

(8) If anyone investigated this matter for you, including medical experts, private investigators or insurance adjusters, state their name(s) and address(es) and state whether such investigation was reduced to writing. If said investigator obtained any signed statements or recorded statements, identify the person who gave the statement and attach to your Answers a copy of any said statement.

ANSWER:

INTERROGATORY No. 8:

(10) Please state the relationship of the driver, Defendant Kevin Carter, to the other owner of the vehicle, Defendant Richard Davis, which was involved in the collision with the Claimant Heidi Gersten

ANSWER:

- l. Number of cases expert has consulted or otherwise has been retained on by your lawyer's firm, including identification of each such case;
- m. Number of cases the expert has consulted or otherwise been retained on by your insurance company, including identification of each such case;
- n. Identification of all cases in which the expert has testified in deposition;
- o. Identification of all cases in which the expert has testified at trial.
- p. Identification of all cases in which the expert has been excluded from testifying at trial.

ANSWER:

INTERROGATORY No. 14:

(19) Please state the name and address of your employer, your position and duties, and your wages at the time of the collision and at the present time.

ANSWER:

INTERROGATORY No. 15:

(20) Please state in detail your itinerary on the date of the collision, including each place at which you were present, your length of stay at each such place, and a detailed account of whom you saw and what you did at each such place.

ANSWER:

INTERROGATORY No. 16:

(21) Please identify all persons known to you to have personal knowledge of the facts pertaining to the occurrence, and indicate those who were eye witnesses, and state the substance of their knowledge and articulate their expected testimony.

ANSWER:

INTERROGATORY No. 17:

(22) Please identify all persons (excluding attorneys) who investigated the cause and circumstances of this incident for you.
Please identify all persons who arrived at the scene of the collision within one (1) hour after the incident.

ANSWER:

INTERROGATORY No. 18:

(23) Please identify the motor vehicle the Defendant Kevin Carter was operating at the time of your collision with the Claimant Heidi Gersten, including its make, year, registration number and registered owner.

ANSWER:

INTERROGATORY No. 19:

(24) Please identify all persons to whom you have given signed statements regarding the incident, the date thereof, and the name of the person in whose custody each is at this time.

ANSWER:

INTERROGATORY No. 20:

(25) Please identify all persons who have given you signed statements regarding the incident or the personal injuries suffered by the Claimant Heidi Gersten in the accident.

ANSWER:

INTERROGATORY No. 21:

(27) Please give a concise statement of facts as to how you contend the collision took place.

ANSWER:

INTERROGATORY No. 22:

(28) Please identify all expert witnesses who will be called at the arbitration of this matter, the area of expertise of each, and a summary of the expected testimony of each.

ANSWER:

INTERROGATORY No. 23:

(29) Please state whether you consumed any drugs, medicines, or alcoholic beverages within twenty-four (24) hours prior to said occurrence, the place where such drugs, medicines, or alcoholic beverages were obtained, the nature of the drugs, medicines or alcoholic beverages, and the amount thereof.

ANSWER:

INTERROGATORY No. 24:

(30) Please state whether you were under the care of a physician at the time of the collision. If so, please state the name and address of your physician, specify the illness or condition for which you were treated, and list any prescribed medication.

ANSWER:

INTERROGATORY No. 25:

(31) Please list all insurance agreements that were made regarding the vehicle the Defendant Kevin Carter was operating at the time of the collision, including the name of the owner(s), the name of the insurance carrier, the policy number, the type of coverage, the amount of coverage (specifying its upper and lower limits) and the effective dates of said policy for the past five (5) years.

ANSWER:

INTERROGATORY No. 26:

(32) Please state whether you had any other insurance policies in effect at the time of the collision covering bodily injuries caused to other person. If so, please provide all pertinent information, including the name of the insurer, the policy number, the type of coverage, the amount of coverage, specifying its upper and lower limits, and the effective dates of said policy.

ANSWER:

INTERROGATORY No. 27:

(33) Please list all prior motor vehicle accidents in which the Defendant Kevin Carter has been involved, either with other persons or with property. Please include the name of any other driver or property owner involved, the location of the collision, the date and time of the collision, and disposition of the matter.

ANSWER:

INTERROGATORY No. 28:

(34) Please list all violations of the motor vehicle laws of the State of South Carolina or any other jurisdiction with which the Defendant Kevin Carter has been charged since obtaining his driver's license.

ANSWER:

INTERROGATORY No. 29:

(37) Please state in detail all actions the Defendant Kevin Carter took or attempted to take to avoid the collision.

ANSWER:

INTERROGATORY No. 30:

(38) Please identify each and every person who assisted in, and/or provided information for the preparation of your responses to these discovery requests. With respect to each person listed, please state the name, address, phone number, position held and information he or she provided.

ANSWER:

INTERROGATORY No. 31:

(40) Please identify any and all person(s) who you intend and/or expect to call as a witness at the arbitration of this action. For each person listed, please state the substance and subject matter of the person's testimony.

ANSWER:

INTERROGATORY No. 32:

(41) Please identify each person who you expect and/or intend to call as an expert witness at the arbitration of this matter. For each person identified, please state his or her opinion and conclusions and the legal and/or factual basis for those opinions and conclusions.

ANSWER:

PRODUCTION OF DOCUMENTS

Plaintiff's Request for Production of Documents to Defendants

You are requested to file within 30 days a written response to request and to produce those documents for inspection and copying on the day set for arbitration of this claim for property damage, to be announced.

- a. Your written response shall state with respect to each item or category, that inspection-related activities will be permitted as requested, unless request is refused, in which event the reasons for refusal shall be stated. If the refusal relates to part of an item or category, that part shall be specified.
- b. In accordance, the documents shall be produced as they are covered in the usual course of business or you shall organize and label them to correspond with the categories in the request.
- c. These requests shall encompass all items within your possession, custody or control.
- d. These requests are continuing in character so as to require you to promptly amend or supplement your response if you obtain further material information.
- e. If in responding to these requests you encounter any ambiguity in construing any request, instruction or definition, set forth the matter deemed ambiguous in the construction used, in responding.

DEFINITIONS

As used in these requests, the following terms are to be interpreted in accordance with these definitions:

- a. The term "person" includes any individual, joint stock company, unincorporated association or society, municipal or other corporation.
- b. The terms "you" or "your" include the persons to whom these requests are addressed, and all that person's agents, representatives or attorneys.
- c. In accordance, the terms, "document" or "documents" includes all writings, drawings, graphs, charts, photographs, recordings and any other data computations from which information can be obtained, translated, if necessary by (you), through detection devices, into reasonably usable form.
- d. The term "occurrence" means the incident complained out in the Claimants' claim for property damage.

DOCUMENTS TO BE PRODUCED

REQUEST FOR PRODUCTION NO. 1:

A copy of each and every document you plan to introduce as evidence at the trial of this matter.

RESPONSE:

REQUEST FOR PRODUCTION NO. 2:

All statements, receipts, correspondences, invoices and other documents related to your relationship with the Claimants.

RESPONSE:

REQUEST FOR PRODUCTION NO. 3:

Any and all documents that would support the allegations contained.

RESPONSE:

REQUEST FOR PRODUCTION NO. 4:

All documents identified, directly or indirectly, in your answers to Interrogatories.

RESPONSE:

REQUEST FOR PRODUCTION NO. 5:

All statements, receipts, correspondences, invoices and other documents related to your relationship with the Claimants.

RESPONSE:

REQUEST FOR PRODUCTION NO. 6:

All written reports of all expert witnesses with whom you or your attorneys have consulted, including, of course, those persons you expect to call as an expert witness at trial.

RESPONSE:

REQUEST FOR PRODUCTION NO. 7:

All documents upon which any expert witness you intend to call at trial relied to form an opinion.

RESPONSE:

REQUEST FOR PRODUCTION NO. 8:

The most recent resume or curriculum vitae of each expert whom you expect to call as an expert witness at trial.

RESPONSE:

REQUEST FOR PRODUCTION NO. 9:

All notes, correspondence, bills, invoices, diagrams, photographs or other documents prepared or reviewed by each person whom you expect to call as an expert witness at trial.

RESPONSE:

REQUEST FOR PRODUCTION NO. 10:

All invoices generated by expert witnesses generated for performing all expert witness services to the defendant, the records review, the pretrial preparation, any telephone conference, any trial testimony anticipated and any other fee paid by the defendants for expert fees.

RESPONSE:

REQUEST FOR PRODUCTION NO. 11:

All written, recorded or signed statements of any party, including the Claimant(s), Defendant(s), witness(es), investigator(s) or agent(s), representative(s) or employee(s) of the parties concerning the subject matter of this action.

RESPONSE:

REQUEST FOR PRODUCTION NO. 12:

All photographs, videotapes, audiotapes, diagrams, surveys or other graphic representations of information concerning the subject matter of this action, the Claimants or property damage.

RESPONSE:

REQUEST FOR PRODUCTION NO. 13:

Any documents which afforded liability insurance coverage for the incident, which is the subject matter of the Claimants' Claim for Property Damage.

RESPONSE:

REQUEST FOR PRODUCTION NO. 14:

Any documents identified in any other parties' Answers to Interrogatories.

RESPONSE:

REQUEST FOR PRODUCTION NO. 15:

Any and all documents that would support the allegations contained.

RESPONSE:

REQUEST FOR PRODUCTION NO. 16:

Any documents received pursuant to a subpoena request in this case.

RESPONSE:

REQUEST FOR PRODUCTION NO. 17:

Any document prepared during the regular course of business as a result of the incident complained of in the Claimants' Claim for Property Damage.

RESPONSE:

REQUEST FOR PRODUCTION NO. 18:

Copies of any treaties, standards in the industry, legal authority, rule, case, statute, or code, that will be relied upon in the defense of this case.

RESPONSE:

REQUEST FOR PRODUCTION NO. 19:

All maintenance records concerning the vehicle being driven by the Defendant Kevin Carter on the date of the incident for the two (2) years prior to the auto collision.

RESPONSE:

REQUEST FOR PRODUCTION NO. 20:

Any and all invoices, logs, sales receipts, itineraries, or schedules for the Defendants.

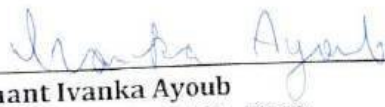
RESPONSE:

It is requested that the aforesaid Admissions, Interrogatories and Request for Productions be made within thirty (30) days of service of this request at 1438 West Lantana Rd., Lantana, FL 33462.

Respectfully submitted this 5th day of March 2018,



Claimant Heidi Gersten
1438 West Lantana Rd., #330
Lantana, FL 33462
(323) 245-6142



Claimant Ivanka Ayoub
1438 West Lantana Rd., #330
Lantana, FL 33462
(323) 245-6142

FILED
2018 MAR 21 P 3:59
CLERK OF COURT
HARRIS COUNTY S.C.

Appellant Gersten's Exhibit List A-G (Filed March 27, 2018) for 1st Set of Admissions, Interrogatories, and Request for Productions

Exhibit A: "Police Report"

Exhibit B: "Arbitration Decision"

Exhibit C: "Forensic Services Laboratory Report"

Exhibit D: "Declaration Page"

Exhibit E: ' Offer"

Exhibit F: ' Punitive Offer"

Exhibit G: " Offer"

ORIGINAL

SOUTH CAROLINA
TRAFFIC COLLISION REPORT FORM
TR-310 (Rev. 11/2011)

Notified: 0359 Arrived: 0412

Date: 03-16-2015 Collision Loc: 0945 Collision Loc (Rt. #/Name): 77 / INTERSTATE 77 City: RICHBURG

Base Intersection (Rt. #/Name): 497 / MURDOCK RD Second Intersection (Rt. #/Name): 52 / OLD MILL RD

GPS COORDINATES: 34° 41' 41.32" N 81° 01' 46.06" W

Driver 1: E-894782 KEVIN CARTER Driver 2: E-895228 HEIDI GERSTEN

State: NC License: 2527093 Class: C Insurance: I State: NC License: 1998 Class: D Insurance: D

Year: 2008 Body: PK Make: HOND VIN: Year: 1998 Body: YN Make: GMC VIN: License Plate: Owner's DL: NONE

Home Telephone: Owner's Full Name: KEVIN CARTER Home Telephone: Owner's Full Name: MARINA AYCOBS

Contributed To Collision: Yes (No) City, State, & Zip: Contributed To Collision: Yes (No) City, State, & Zip: Towed By: TOMMYS BUCKS

Unit 1: Unit 2: Unit 3: Prop. Dam. 1: Prop. Dam. 2: \$10000 \$10000 \$ \$

Address: State: Zip: Phone: State: Zip: Phone: Photo: Describe What Happened (refer to Units by Number):

(U) N

UNIT 1 AND UNIT 2 WERE TRAVELING NORTH ON I-77. THE DRIVER OF UNIT 2 DRIVING TOO FAST FOR CONDITIONS (INATTENTION) STRUCK UNIT 1 IN THE REAR.

2015 MAR 27 2 46:00
CLERK OF COURT
REGISTERED CO. S.C.

NOTICE - THE TR-310 IS FOR STATISTICAL REPORTING PURPOSES ONLY AND IS A REFLECTION OF THE OFFICER'S BEST KNOWLEDGE, OPINION AND BELIEF COVERING THE COLLISION BUT NO WARRANTY IS MADE AS TO THE FACTUAL ACCURACY THEREOF.

Investigating Officer's Name: BLACKWELL - H A Rank: TRP Scope #: T 8 0 7 Jurisdiction Code: H P O 4 Review Date: 03-29-2015 Reviewer's Name: K B Winburn Rank: Cpl Internal Agency Code: 15BW059507



Unit:	Date of Birth:	Sex:	Race:	HL:	Seat:	R/D:	Ass. D:	Elect:	LAI:	Tran:	Name:	Street/Address:	Zip Code:
01		M	W	1	01	13	1	3	1	2	CARTER KEVIN		
02		F	W	3	06	13	1	3	5	1	GERSTEN KEVIN		

Race:	A - Asian/Pacific Islander	W - Caucasian	2 - Non-Incapacitating	30 - Pedestrian	60 - Sleeper of Cab	Restraint/Safety Device
B - African American	H - Hispanic	O - Other	3 - Incapacitating	35 - Trailing Unit	70 - Rider on Unit Exterior	00 - None Used
1 - Alaskan Native or American Indian	U - Unk.	1 - Possible Injury	4 - Fatal	40 - Bus or Van (4th row or Higher)	80 - L.P.	21 - Child Safety Seat
		b) 2 or 3 Wheel Motorized Vehicle		50 - Other Enclosed Area (non-trailing)	90 - Unk./N/A	12 - Lap Belt Only
Air Bag Deployment / Switch	1 - Not Ejected	Head Injury	1 - Yes	51 - Other Unenclosed Area (non-trailing)		13 - Shoulder & Lap Belt
2 - Deployed Front	2 - Part Ejected	Location After Impact	2 - No			14 - Unk.
3 - Deployed Side	3 - Tot. Ejected	1 - Not Trapped	3 - Freed (non-mech.)	a) Transported to Medical Facility		15 - Other
4 - Deployed Both	4 - Not App.	2 - Entrapped (Mechanical Means)	4 - Not Applicable	1 - Yes	2 - No	3 - Unknown
5 - Switch in On Position	6 - Unk.		8 - Unknown	b) By:	1 - EMS	2 - Police
6 - Switch in Off Position		Sequence of Events				

Non-Collision	04 - Equipped Vehicle	Collision Not Road	22 - Pedestrian	Collision Point Contact	41 - Encroachment	55 - Metal Box	68 - Other
01 - Cargo/Load Shift or Shift	05 - Pedestrian	23 - Animal (Deer, Dog, etc.)	23 - Pedestrian	40 - Single Overhead Structure	42 - Encroachment	56 - Metal Box	69 - Unk.
02 - Driver Motion/Driver	06 - Incapacitated	24 - Animal (All Other)	24 - Animal (All Other)	41 - Bridge/Pier/Overpass	43 - Encroachment	57 - Metal Box	70 - Unk.
03 - Driver Motion/Driver	07 - Unk./N/A	25 - Motor Veh. (In Transport)	25 - Motor Veh. (In Transport)	42 - Single Pier or Abutment	44 - Encroachment	58 - Metal Box	71 - Unk.
		26 - Motor Veh. (Stopped)	26 - Motor Veh. (Stopped)	43 - Bridge Pier	45 - Encroachment	59 - Metal Box	72 - Unk.
		27 - Motor Veh. (Other Reaction)	27 - Motor Veh. (Other Reaction)	44 - Bridge Pier	46 - Encroachment	60 - Metal Box	73 - Unk.
		28 - Motor Veh. (Park/Obst)	28 - Motor Veh. (Park/Obst)	45 - Bridge Pier	47 - Encroachment	61 - Metal Box	74 - Unk.
		29 - Pedestrian	29 - Pedestrian	46 - Bridge Pier	48 - Encroachment	62 - Metal Box	75 - Unk.

Manner of Collision (Strike Veh.)	10 - Not Coll. w/ Motor Veh.	30 - Rear-End	40 - Side/Swipe Same Dir.	14 - Most Deformed	17 - P-1
1 - Front-End	10 - Rear End	41 - Angle	41 - Angle	15 - Deformed Area	
2 - Side-End	20 - Head On	42 - Angle	42 - Angle	16 - Deformed Area	
3 - Other		43 - Angle	43 - Angle	17 - Deformed Area	

Vehicle Types	15 - Full Size Van	27 - Pedestrian	53 - School Bus	18 - Total Deformed	19 - P-1
11 - Automobile	16 - Mini Van	28 - Passenger Bus	54 - Other	20 - Total Deformed	21 - P-1
12 - Pickup Truck	17 - Sport Utility	29 - Animal (Pedestrian)	55 - Other	21 - Total Deformed	22 - P-1
13 - Truck/Tractor	25 - Motorcycle	41 - Pedestrian	59 - Unk. (Hit and Run Only)	22 - Total Deformed	23 - P-1
14 - Other Truck	26 - Other Motorists	51 - Train		23 - Total Deformed	24 - P-1

Vehicle Use Code	04 - Ambulance	09 - Farm Use	12 - Fire Fighting	1 - Given - Pending	2 - Given - Refused
101 - Personal	05 - Military	09 - Winch or Tow	13 - Logging	1 - Given - Known Results	4 - None
201 - Driver Training	06 - Transport Passenger	10 - Police	15 - Other	2 - Given - Unusable	5 - Refused
3 - Construction/Maint.	07 - Transport Property	11 - Government	41 - Pedestrian		

Vehicle Attachment	4 - Utility Trailer	5 - Towed Motor Vehicle	6 - Other Trailer	1 - Drug Results	2 - Marijuana	3 - Functional Damage	4 - Severe/Totaled	5 - Not Applicable	6 - Unk.
1 - None	5 - Farm Trailer	6 - Petroleum Tanker	7 - Flat Bed	1 - Amphetamines	4 - Cocaine	3 - Functional Damage	4 - Severe/Totaled	5 - Not Applicable	6 - Unk.
2 - Mobile Home	6 - Trailer w/Bed	7 - Lowboy Trailer	8 - Twin Trailers	2 - Cocaine	3 - PCP	3 - Cleaving Damage	4 - Severe/Totaled	5 - Not Applicable	6 - Unk.
3 - Semi-Trailer	7 - Camping Trailer	8 - Autocaster Trailer	9 - Other	Air Test Results	1 - Two-way, Not Divided	1 - Two-way, Divided, Barrier	2 - Two-way, Divided, Barrier	3 - Two-way, Divided, Barrier	4 - Two-way, Divided, Barrier

Action Prior to Impact	01 - Backing	08 - Parked	21 - Approaching/Leaving Vehicle	A1 - 1-Speed	2-Speed	3-Speed	4-Speed	5-Speed	6-Speed
02 - Changing lanes	09 - Stopping or Stopped in traffic	22 - Entering/Crossing Location	22 - Entering/Crossing Location	A2 - 1-Speed	2-Speed	3-Speed	4-Speed	5-Speed	6-Speed
03 - Entering traffic lane	10 - Turning left	23 - Playing/Working on Vehicle	23 - Playing/Working on Vehicle	A3 - 1-Speed	2-Speed	3-Speed	4-Speed	5-Speed	6-Speed
04 - Leaving traffic lane	11 - Turning right	24 - Pushing Vehicle	24 - Pushing Vehicle	1 - Straight - Level	2 - Straight - On grade	3 - Straight - Hillcrest	4 - Curve - On grade	5 - Curve - Hillcrest	6 - Curve - On grade
05 - Making U-turn	12 - Turning right	25 - Standing	25 - Standing	1 - Dry	2 - Wet	3 - Snow	4 - Ice	5 - Other	6 - Unk.
06 - Movements Essentially Straight Ahead	13 - Turning left	26 - Working, Playing, Cycling	26 - Working, Playing, Cycling	1 - Dry	2 - Wet	3 - Snow	4 - Ice	5 - Other	6 - Unk.
07 - Overtaking/passing	14 - Other	27 - Working	27 - Working	1 - Dry	2 - Wet	3 - Snow	4 - Ice	5 - Other	6 - Unk.

Weather Condition	1 - Clear (no adverse conditions)	2 - Cloudy	3 - Fog, Smog, Smoke	4 - Rain	5 - Heavy Rain	6 - Severe Crosswinds	7 - Other
3 - Rain	4 - Snow	5 - Fog, Smog, Smoke	6 - Severe Crosswinds	7 - Other	8 - Unk.	9 - Unk.	10 - Unk.

Light Conditions	1 - Daylight	2 - Dawn	3 - Dusk (Lighting Unimpeded)	4 - Dusk (Street Lamp Lit)	5 - Dark (No Lights)	6 - Other	7 - Unk.
7 - Dawn	8 - Dusk (Street Lamp Lit)	9 - Dark (No Lights)	10 - Other	11 - Unk.	12 - Unk.	13 - Unk.	14 - Unk.

Junction Type	01 - Crossover	04 - Fourway Intersection	07 - Shared Use Path or Trail	12 - Intersection	13 - Nonjunction	14 - Unk.	15 - Unk.
13 - Driveway	02 - Fourway Intersection	05 - Railway Grade Crossing	08 - T-intersection	12 - Intersection	13 - Nonjunction	14 - Unk.	15 - Unk.

Primary	03 - Contributing Factors	08 - Made an Improper Turn	10 - Medical Related	30 - Debris	40 - Other	50 - Inattentive	60 - Animal in Road	61 - Obstruction	62 - Obstruction
02 - Other	01 - Obsolete Signs, Signals, Etc.	12 - Aggressive Operation of Vehicle	13 - Over-correcting/Over-steering	31 - Non-Highway Work	41 - Unk.	51 - Lying &/or Illegal in Roadway	61 - Obstruction	62 - Obstruction	63 - Obstruction
	02 - Distraction/Inattention	14 - Swerving to Avoiding Object	15 - Wrong Side or Wrong Way	32 - Obstruction in Roadway	42 - Unk.	52 - Failure to Yield R. of W.	61 - Obstruction	62 - Obstruction	63 - Obstruction
	03 - Driving Too Fast for Conditions	16 - Under the Influence	17 - Vision Obscured (Within Unit)	33 - Road Surface Condition (i.e. Wet)	43 - Unk.	53 - Not Visible (Dark Clothing)	61 - Obstruction	62 - Obstruction	63 - Obstruction
	04 - Exceeded Authorized Speed Limit	18 - Improper Lane Usage/Change	19 - Cell Phone	34 - Rut, Holes, Bumps	44 - Unk.	54 - Disregard Signs, Signals, Etc.	61 - Obstruction	62 - Obstruction	63 - Obstruction
	05 - Failed to Yield Right of Way	20 - Texting	21 - Improper Action	35 - Shoulder (None, Low, Soft, High)	45 - Unk.	55 - Improper Clearance	61 - Obstruction	62 - Obstruction	63 - Obstruction
	06 - Ran off Road	22 - Texting	23 - Improper Action	36 - Traffic Control Device (i.e., Warning)	46 - Unk.	56 - Wrong Side of Road	61 - Obstruction	62 - Obstruction	63 - Obstruction
	07 - Followed Too Closely	24 - Unk.	25 - Improper Action	37 - Work Zone (Const./Mn. Utility)	47 - Unk.	57 - Under the Influence	61 - Obstruction	62 - Obstruction	63 - Obstruction
				38 - Work Zone (Const./Mn. Utility)	48 - Unk.	58 - Other Person Under Intoxication	61 - Obstruction	62 - Obstruction	63 - Obstruction
				39 - Work Zone (Const./Mn. Utility)	49 - Unk.	59 - Other Person Under Intoxication	61 - Obstruction	62 - Obstruction	63 - Obstruction

ADVISEMENT OF IMPLIED CONSENT RIGHTS

Kevin Marc Carter
Subject's Name (Print)



Date of Birth _____

State Licensed _____

Driver's License Number _____

DRIVING UNDER THE INFLUENCE ADVISEMENT

- (A) Will test be video recorded? If answer is Yes, start here-> - Inform subject of video recording.
If answer is No, start here-> - Inform subject of type samples requested (i.e. breath, blood, urine).

- (B) Provide subject with a written copy of the following advisement and read the advisement to the subject:
- You are under arrest for Driving Under the Influence (DUI), Section 56-5-2930, South Carolina Code of Laws 1976, as amended.
 - The arresting officer has directed that samples be taken for alcohol and/or drug testing.
 - The samples will be taken and tested according to Section 56-5-2950 and SLED policies.
 - You do not have to take the tests or give the samples, but if you refuse to submit to the tests, your privilege to drive in South Carolina must be suspended or denied for at least six (6) months, with the option of ending the suspension if you enroll in the Ignition Interlock Device Program, and your refusal may be used against you in court.
 - If you take the tests or give the samples and have an alcohol concentration of eight one-hundredths of one percent (0.08%) or more, you may instead be charged with Driving with an Unlawful Alcohol Concentration (DUAC), Section 56-5-2933.
 - If you have an alcohol concentration of fifteen one-hundredths of one percent (0.15%) or more, your privilege to drive in South Carolina must be suspended for at least one (1) month, with the option of ending the suspension if you enroll in the Ignition Interlock Device Program.
 - You have the right to have a qualified person of your own choosing conduct additional independent tests at your expense and the officer, upon request, shall provide you affirmative assistance.
 - You have the right to request a contested case hearing within thirty (30) days of the issuance of the notice of suspension.
 - If you do not request a contested case hearing or if your suspension is upheld at the contested case hearing, you shall enroll in an Alcohol and Drug Safety Action Program.

If applicable, perform the following procedures:

- (C) Check subject's mouth and remove any foreign material. (Not required if a refusal has occurred.)
 (D) Enter biographical data into DataMaster DMT. (Required for all tests, including refusals.)
 (E) Observe subject for a minimum of twenty (20) minutes before collecting breath sample. (Not required if a refusal has occurred.)

ADVERTENCIA Y LECTURA DE DERECHOS POR MANEJAR BAJOS LOS EFECTOS DE ALCOHOL O DROGAS (DUI)

- (A) ¿Se grabará el análisis en video? Si la respuesta es Si, empiece aquí-> - Informe a la persona que va a ser grabada en video.
Si la respuesta es No, empiece aquí-> - Informe a la persona de las muestras que se requieren (ejemplos soplar, sangre, orina).

- (A) Dele a la persona una copia escrita de la advertencia siguiente y lea la advertencia al sujeto.
 (B) Dele a la persona una copia escrita de la advertencia siguiente y léasela a la persona:
- Usted está arrestado por Manejar Bajo los Efectos de Alcohol o Drogas (DUI), Sección 56-5-2930, del Código Legal de Carolina del Sur de 1976, según su enmienda.
 - El policía que efectuó el arresto dispuso que le sacaran muestras de alcohol y/o drogas para ser analizadas(s).
 - Se obtendrán y analizarán las muestras según la Sección 56-5-2950 y las normas del SLED.
 - Usted no está obligado a hacerse los análisis ni a proporcionar muestras, pero si se niega a someterse a estos análisis, se le tendrá que suspender o negar su privilegio de manejar en Carolina del Sur por lo menos durante seis (6) meses con la opción de terminar la suspensión si se inscribe en el Programa del Dispositivo de Bloqueo del Arranque. Negarse a ello podrá usarse en su contra en un tribunal.
 - Si usted se somete a los análisis o proporciona las muestras y tiene una concentración de alcohol de ocho centésimos del uno por ciento (0.08%) o más, podría ser acusado en vez de Manejar con una Concentración Ilegal de Alcohol (DUAC), según la Sección 56-5-2933.
 - Si usted tiene una concentración de alcohol de quince centésimos del uno por ciento (0.15%) o más, su privilegio de manejar en Carolina del Sur debe ser suspendido por lo menos durante un (1) mes con la opción de terminar la suspensión si se inscribe en el Programa del Dispositivo de Bloqueo del Arranque.
 - Usted tiene el derecho de que una persona que usted elija y que esté capacitada para hacerlo, realice por su cuenta los análisis adicionales que usted tendrá que pagar y en ese caso, el agente debe brindarle ayuda si usted la solicita.
 - Usted tiene el derecho de solicitar una audiencia para disputar el caso dentro de los treinta (30) días a partir de la fecha en que se emitió la notificación de la suspensión.
 - Si usted no solicita una audiencia para disputar el caso o si se le confirma la suspensión en la audiencia para disputar el caso, usted tiene que inscribirse en un Programa de Medidas de Seguridad para el Consumo Responsable del Alcohol y las Drogas.

Si es pertinente, haga lo siguiente:

- (C) Inspeccione la boca de la persona y quite todo material extraño de la boca. (No se requiere si se niega la persona.)
 (D) Ingrese los datos biográficos en el DataMaster DMT. (Obligatorio para todos los análisis aunque se niegue la persona.)
 (E) Observe a la persona un mínimo de (20) minutos antes de obtener una muestra de su aliento. (No se requiere si se niega la persona.)

x Kevin Marc Carter
Subject's Signature
Firma de la Persona (recibió una copia)

[Signature] 06/18
3/19/15
Officer's Signature date/tin
Firma del Agente fecha/ho

AGENCY I.D.
SC012SP00

INCIDENT REPORT

CASE NUMBER
1993-128894

EVENT	INCIDENT TYPE	COMPLETED	FORCED ENTRY	PREMISE TYPE	UNITS ENTERED	TYPE VICTIM					
	DUI 1ST OFFENSE	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	Highway/Road/Alley		<input type="checkbox"/> Individual <input type="checkbox"/> Business <input type="checkbox"/> Financial Inst. <input type="checkbox"/> Government <input type="checkbox"/> Relig. Org. <input checked="" type="checkbox"/> Soc. Public <input type="checkbox"/> Other <input type="checkbox"/> Unknown <input type="checkbox"/> Police Off.					
VICTIM NO. 1	INCIDENT LOCATION (SUBDIVISION, APARTMENT AND NUMBER, STREET NAME AND NUMBER)		ZIP CODE	WEAPON TYPE							
	-77 NORTH AT MM 61										
	INCIDENT DATE	24 HR. CLOCK	DISPATCH DATE	DISPATCH TIME	TIME ARRIVED	LOCATION NO.					
	3/19/2015	04:12	3/19/2015	06:31							
SUBJECT NO. 1	COMPLAINANT'S NAME (LAST, FIRST, MIDDLE)	RELATIONSHIP TO SUBJECT	RESIDENT	RACE	SEX	AGE	ETH.	DAYTIME PHONE	EVENING PHONE		
		*JSOU									
	ADDRESS	CITY	STATE	ZIP CODE	LOCATION NO.						
NARRATIVE	VICTIM'S NAME (LAST, FIRST, MIDDLE)		RELATIONSHIP TO SUBJECT	RESIDENT	RACE	SEX	AGE	ETH.	DAYTIME PHONE	EVENING PHONE	
	Society/Public		*JSOU								
	HEIGHT	WEIGHT	HAIR	EYES	FACIAL HAIR, SCARS, TATTOOS, GLASSES, CLOTHING, PHYSICAL PECULIARITIES, ETC.						
PROPERTY EST.	VISIBLE INJURY (VICT. 1)		EXPLAIN-		COMPLAINT OF NON-VISIBLE INJURED: <input type="checkbox"/> YES <input type="checkbox"/> NO						
	<input type="checkbox"/> YES <input type="checkbox"/> NO										
	VICTIM (NO. 1) USING ALCOHOL		DRUGS		TYPE:						
	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> UNK.		<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> UNK.								
ADMINISTRATIVE	TWO-MAN VEH.	ONE-MAN VEH.	DETECTIVE/PLABMT.	OTHER	ALONE	ASSISTED	* J - This Jurisdiction, S - State, O - Out of State, U - Unknown				
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
	NAME (LAST, FIRST, MIDDLE)		RACE	SEX	AGE	ETH.	DATE OF BIRTH	HEIGHT	WEIGHT	HAIR	EYES
	CARTER, KEVIN MARK		W	M	46	N		507	200	BRO	BRO
FACIAL HAIR, SCARS, TATTOOS, GLASSES, CLOTHING, PHYSICAL PECULIARITIES, ETC.		CITY		STATE	ZIP CODE	LOCATION NO.					
ADDRESS		DATE/TIME OF OFFENSE		DATE/TIME OF ARREST							
SUBJECT (NO. 1) USING ALCOHOL		ARRESTED NEAR OFFENSE SCENE		TOTAL # ARRESTED							
<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> UNK.		<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> UNK.									
DRUGS		YES		NO		UNK. TYPE:					
<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> UNK. TYPE:		<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> UNK.									
<p>ON 3/19/15 AT APPROX 0412 TRP BLACKWELL WAS DISPATCHED TO A 2 VEHICLE COLLISION ON I-77 NORTH AT THE 61 MILE MARKER. UPON MAKING CONTACT WITH THE DRIVER OF UNIT 1 A MR. KEVIN MARK CARTER, TRP BLACKWELL NOTICED THAT MR. CARTER WAS VERY LATHARGIC IN HIS SPEECH AS WELL AS HAVING TROUBLE REMEMBERING HIS CURRENT LOCATION AS WELL AS WERE HE WAS COMING FROM. MR. CARTER STATED TO TRP BLACKWELL AND RICHBURG FIRE OFFICALS THAT HE AND HIS WIFE HAD BEEN IN AN ARGUMENT EARLIER IN THE EVENING AND SHE HAD ASKED HIM TO LEAVE THERE RESIDENCE. MR. CARTER STATED THAT HE HAD BEEN TAKING AN UNKNOWN AMOUNT OF HIS PRESCRIBED VALIUM THOUGHOUT THE NIGHT AND INTO THE MORNING HOURS FOR HIS "NERVES". TRP BLACKWELL ASKED MR. CARTER IF HE HAD TAKEN ANY OTHER MEDICATION, DUE TO THE VARIUS BOTTLES OF PRESCRIPTION MEDICATIONS THAT WERE IN THE PASSENGER SEAT OF MR. CARTER'S VEHICLE. MR.</p>											
		JURISDICTION OF THEFT		JURISDICTION OF RECOVERY							
TYPE(GROUP)						TOTAL VALUE					
STOLEN											
DAMAGED											
BURNED											
RECOVERED											
SEIZED											
FORGED											
SUBJECT IDENTIFIED		SUBJECT LOCATED		<input type="checkbox"/> ACTIVE <input type="checkbox"/> ADM. CLOSED		<input type="checkbox"/> ARRESTED UNDER 18		<input type="checkbox"/> EX-CLEAR UNDER 18			
<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		<input type="checkbox"/> UNFOUNDED		<input checked="" type="checkbox"/> ARRESTED 18 AND OVER		<input type="checkbox"/> EX-CLEAR 18 AND OVER			
REASON FOR EXCEPTIONAL CLEARANCE:		1. <input type="checkbox"/> OFFENDER DEATH.		2. <input type="checkbox"/> NO PROSECUTION.		3. <input type="checkbox"/> EXTRADITION DENIED.		4. <input type="checkbox"/> VICTIM DECLINE'S COOPERATION		5. <input type="checkbox"/> JUVENILE-NO CUSTODY	
REPORTING OFFICER(S)		DATE		UNIT NUMBER		APPROVING OFFICER		DATE		UNIT NUM	
BLACKWELL, HERBERT A III		3/19/2015		507		WADE, JEFFREY B				F14	
						FOLLOWUP INVESTIGATION		<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			

AGENCY I.D.
SC012SP00

PPLEMENTARY INCIDENT REPORT

CASE NUMBER: _____
PAGE: _____ OF _____ PAGES

<input type="checkbox"/> ORIGINAL REPORT	<input type="checkbox"/> SUPPLEMENTAL REPORT	<input type="checkbox"/> ADDITIONAL VICTIMS	<input type="checkbox"/> ADDITIONAL STOLEN PROPERTY
<input type="checkbox"/> MODIFIED ORIGINAL	<input type="checkbox"/> CASE STATUS CHANGE	<input type="checkbox"/> ADDITIONAL OFFENDERS	<input type="checkbox"/> ADDITIONAL RECOVERED PROPERTY

NARRATIVE

CARTER STATED THAT HE HAD ONLY BEEN TAKING HIS VALIUM BUT COULD NOT REMEMBER HOW MUCH HE HAD TAKEN THROUGH THE NIGHT. MR. CATER WAS TRANSPORTED BY EMS TO PEIDMONT MEDICAL CENTER WERE TRP BLACKWELL INFORMED MR. CARTER THAT HE WAS BEING CHARGED WITH DUI. TRP BLACKWELL ADVISED MR CARTER OF HIS IMPLIED CONSENT RIGHTS AND REQUESTED A BLOOD SAMPLE BE TAKEN. MR. CARTED AGREED AND A BLOOD SAMPLE WAS TAKEN FOR ANALYSIS.

JURISDICTION OF THEFT	JURISDICTION OF RECOVERY
-----------------------	--------------------------

<input type="checkbox"/> SUBJECT IDENTIFIED <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> SUBJECT LOCATED <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> ACTIVE <input type="checkbox"/> ADM. CLOSED <input type="checkbox"/> UNFOUNDED	<input type="checkbox"/> ARRESTED UNDER 18 <input type="checkbox"/> ARRESTED 18 AND OVER	<input type="checkbox"/> EX-CLEAR UNDER 18 <input type="checkbox"/> EX-CLEAR 18 AND OVER
REASON FOR EXCEPTIONAL CLEARANCE:	1. <input type="checkbox"/> OFFENDER DEATH.	2. <input type="checkbox"/> NO PROSECUTION.	3. <input type="checkbox"/> EXTRADITION DENIED.	4. <input type="checkbox"/> VICTIM DECLINES COOPERATION.
REPORTING OFFICER(S)	DATE	UNIT NUMBER	APPROVING OFFICER	DATE
BLACKWELL, HERBERT A III	3/19/2015	907	WADE, JEFFREY B	
FOLLOW-UP INVESTIGATION <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			OFFICER	UNIT NU
				F14

South Carolina Department of Public Safety Chain Of Custody & Evidence Destruction

Case Number	Evidence Type	Date Impounded			
<input checked="" type="checkbox"/> Highway Patrol	<input type="checkbox"/> Transport Police	<input type="checkbox"/> Bureau of Protective Service	<input type="checkbox"/> Other		
Status Check One Only <input type="checkbox"/> General Session Evidence <input checked="" type="checkbox"/> Magistrate Evidence <input type="checkbox"/> Found <input type="checkbox"/> Recovered <input type="checkbox"/> Safe Keeping <input type="checkbox"/> Other					
I hereby acknowledge that the listed items represent monies/ property taken from my possession and that I have received a copy of this report. Signature _____					
Court Date: <u>3/6/15</u>		Summons /Warrant Number: _____			
Officer: <u>H.A. Blackwell</u>	Date of Incident: <u>3/19/15</u>	Time of Incident: <u>0631</u>			
Subject / Violator's Name: <u>Kevin Mark Carter</u>		Phone Number: () _____			
Violator's Address: _____		License Number (Tag/State) _____			
Item #	Quantity	Description (include make, model and serial number as appropriate)	Field weight	NCIC	
				Yes	No
<u>1</u>	<u>1</u>	<u>Sled Bio Kit</u>			<input checked="" type="checkbox"/>
DISPOSITION OF ITEM (S) ABOVE: (The item(s) above have been received in substantially the same condition as when seized.)					
From	To	Location	Reason for Movement	Date	
<u>Trp. H.A. Blackwell</u>	<u>CB Ford</u>	<u>Piedmont</u>	<u>Transport</u>	<u>3/19/15</u>	
<u>CB Ford</u>	<u>Evidence</u>	<u>Chester</u>	<u>Temp Storage</u>	<u>3/19/15</u>	
We have further inspected such Conveyance as to condition and contents, including glove compartment, trunk, or any other applicable storage areas and do certify that all contents and condition of such conveyance, except contraband items, if any have been satisfactorily accounted for to me/us with this conveyance, or that such items have been disposed of in accordance with my/our instructions, except: (if no exceptions, have recipient write "None" in ink, in his/her handwriting) _____					
It is my/our full understanding that this conveyance and its contents, except contraband items, if any, are being returned to me/us by the South Carolina Department of Public Safety because such police agency has no interest in proceeding legally to have the conveyance declared forfeit, and that it's return is in no degree an implication or admission that its seizure was unlawful. With the foregoing clearly understood, I/we acknowledge receipt of such conveyance and its contents from: _____ on the _____ day of _____					
Signature (Individual Receiving Property): _____					
Signature (Individual Returning Property): _____					
Witness: _____					
Disposition of the above cases was disposed of in General Sessions/ Magistrate's court on:					
DESTRUCTION OF EVIDENCE					
This is to certify that I, _____ destroyed / relinquished the above described evidence on _____				(Date)	
at _____				_____	
(Where destroyed)				(Witness)	
_____ Person destroying evidence					



SLED LABORATORY
FORENSIC SERVICES REQUEST
Blood/Urine Collection Kit

SLED Lab No: _____

Name of Investigating Officer: <u>HA Blackwell</u>	Agency ORI No: <u>SHP0400</u>
Agency: <u>SCHP</u> Phone No: _____	Case No: _____
Fax No: _____ Email: _____	Case Type: <u>DUI</u>
Mailing Address: <u>1232 JA Cochran Bypass</u>	Offense Date: <u>3-19-15</u>
City: <u>Chester</u> State: <u>SC</u> Zip Code: <u>29706</u>	County: <u>Chester</u>
CC: _____	Officer Involved Shooting <input type="checkbox"/> Yes

Has other evidence on this case been submitted to this lab? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, Lab Number: _____	Is this evidence related to another lab number? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, Lab Number: _____
--	--

For Toxicology Cases ONLY	
Death:	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes: <input type="checkbox"/> Traffic Fatality <input type="checkbox"/> Child Fatality <input type="checkbox"/> Accidental <input type="checkbox"/> Natural <input type="checkbox"/> Unexplained
Traffic Fatality:	<input type="checkbox"/> Driver <input type="checkbox"/> Passenger <input type="checkbox"/> Pedestrian <input type="checkbox"/> Motorcyclist <input type="checkbox"/> Bicyclist <input type="checkbox"/> Boating <input type="checkbox"/> Other _____
Other Causes:	<input type="checkbox"/> Gunshot <input type="checkbox"/> Stabbing <input type="checkbox"/> Beating <input type="checkbox"/> Strangulation/Suffocation <input type="checkbox"/> Drug/Poison/Alcohol <input type="checkbox"/> Fire <input type="checkbox"/> Disease <input type="checkbox"/> Carbon Monoxide <input type="checkbox"/> Hanging <input type="checkbox"/> Electrocuton <input type="checkbox"/> Heart Related <input type="checkbox"/> Drowning <input type="checkbox"/> Other _____
DUI:	Felony <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (If felony resulted in death, Victim's name is required) Breath test given: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, reading: _____
Drugs Suspected:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, list drugs: _____
Number of Specimens Enclosed: Blood _____ Urine _____ Ocular Fluid _____ Other _____	

Subject(s)	Last Name, First Name, MI.	Sex	Race	DOB	SSN
	<u>Carter Kevin Mark</u>	<u>M</u>	<u>W</u>		

Victim(s)	Last Name, First Name, MI.	Sex	Race	DOB	SSN

SOUTH CAROLINA LAW ENFORCEMENT DIVISION - URINE BLOOD COLLECTION REPORT

Subject: Center Kevin Marie Chester
 Last Name First Name Middle Name County of Arrest

Subject's Address: _____
 Driver's License Number: _____ State: _____ DOB: _____ Sex: M Race: W
 Arresting Officer: H.A. Blackwell Agency: SEMP
 Date of Arrest: 3/19/15 Time of Arrest: 06:20 (AM/PM) Traffic Ticket Number: _____
 Date of Test: 3/19/15 Time of Test: 06:20 (AM/PM) Location of Collection: Peckham Med. Center

CHECK THE FOLLOWING (CHECK BOTH IF APPLICABLE)

- Subject is under arrest for Section 56-5-2930, 56-5-2933, 56-5-2945, 56-1-2120, 50-21-112, 50-21-113 or 23-31-415; or is in violation of Section 56-5-2945, 50-21-113 or 56-1-286 of the 1976 South Carolina Code of Laws as amended.
- Subject has been advised in writing of his/her Implied Consent Rights.

CHECK THE CORRECT ONE (ONLY ONE CAN APPLY)

- Subject has completed a valid breath test (DataMaster reading: _____) and the officer has reasonable suspicion that the subject is under the influence of drug(s) other than alcohol therefore a urine sample is requested.
- Subject has not completed a valid breath test and a voluntary blood sample has been requested to test for the presence of volatiles and/or drugs.
- Subject is unconscious or otherwise incapable of refusal (has not taken a breath test) and is considered informed, therefore, a blood sample is requested.
- A blood sample is requested by the arresting officer because a licensed medical person has informed the officer that the subject is unable to take a breath test at this time due to any reason deemed acceptable by that licensed medical person.

Name and Title of Licensed Medical Personnel: X Melinda Haverlock RN
 (Please Print)

Signature of Licensed Medical Personnel: X Melinda Haverlock RN

- Subject is under arrest for, or in violation of, Section 56-5-2945 (Felony DUI) or 50-21-113 (Felony BUI) and, pursuant to Section 56-5-2946 or 50-21-116, a blood sample or a blood and urine sample is/are requested.
- A blood sample is requested by the subject for his/her own independent test.

THIS SECTION TO BE CHECKED BY SAMPLE COLLECTOR

- Using a non-ethanol prep, a blood sample was collected into an unused, uncontaminated vial and given directly to the arresting officer (or to the subject requesting sample for his/her independent test) after collection.
- A urine sample was collected into an unused, uncontaminated container and given directly to the arresting officer after collection.

Name of Licensed or Trained Collector: Melinda Haverlock RN
 (Please Print)

Signature of Licensed or Trained Collector: Melinda Haverlock RN

FINAL CHECKS FOR LAW ENFORCEMENT OFFICER

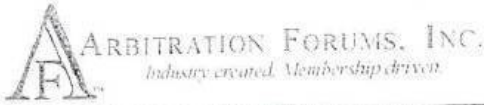
- Sample collection was under my direct supervision.
- Sample container is properly labeled with the subject's name and time of collection.
- Sample is properly sealed and ready for transport.

Signature of Officer: [Signature] Date: 3/19/15

I, X _____ received a copy of this report on 3/19/15
 (Subject's Signature) Date

Copy to: Subject, Hospital, SLED

FILED
 APR 27 2 14:30
 CLERK OF COURT
 CHERRY CO. S.C.



AUTOMOBILE DECISION

DOCKET NUMBER:
PUBLICATION DATE: 04/24/2017

CASE INFORMATION

Date Filed: 12/07/2016
Date of Loss/Accident: 03/19/2015
Place of Loss/Accident: CHESTER, SC

Total Company Claim Amount:
Deductible Paid By Insured:
Legal Fees Sought:

Party	Subsidiary	Representative	File Number/Remit Addr	Insured Name
App				RICHARD DAVIS

Rsp 01

Rsp 02

IVANKA AYOUB
 2018 MAR 27 2 41:00
 FILED
 CLERK OF COURT
 CHESTER CO S.C.
 HEIDI GRESTEN

Arbitrator(s) considered the following in rendering the decision (Hearing Representation Information):

Applicant APPLICATION, CONTENTIONS, ALL LISTED EVIDENCE RECEIVED
 Respondent 1 RESPONSE, CONTENTIONS, ALL LISTED EVIDENCE RECEIVED
 Respondent 2 RESPONSE, CONTENTIONS, ALL LISTED EVIDENCE RECEIVED

DECISION INFORMATION

Arbitrator #1:

Date Closed: 04/21/2017

Note: Above Arbitrator(s) have acknowledged the AF Neutrality Statement.

Summary of Dispute

This is a liability dispute involving a rear end accident. _____ contends they were traveling when _____ failed to a safe distance and speed striking Nationwide's rear. _____ disagrees and contends they traveling when _____ attempted to enter onto the lane from the right shoulder causing this collision.

Liability Decision

Respondent #01 - _____ admits 0% liability. _____ based on: _____ failed to prove that Trustgard Applicant proved 0% liability against Respondent #01 failed to maintain a safe distance or vehicle control

Respondent #02 - _____ admits 0% liability. _____ based on: _____ failed to prove the _____ failed to maintain a safe Applicant proved 0% liability against Respondent #02 - _____ distance or vehicle control

Damages Decision





AUTOMOBILE DECISION

DOCKET NUMBER:
 PUBLICATION DATE: 04/24/2017

Applicant _____ proved NO LIABILITY. Damages Proven:
 Respondent(s) indicate that they are not disputing damages.

What evidence caused you to render this decision and why?

There were no recorded statements provided. _____ provided a police report which does list _____ as at fault. _____ however, provided a comprehensive accident reconstruction report which gives a detailed analysis. Based on the report findings, _____ was traveling in the right lane of the highway when _____ attempted to enter onto the lane from the right shoulder. _____ failed to yield the right of way and operate their vehicle in a safe manner which is the proximate cause for the loss.

Award

State Negligence Law applied to award calculations: 50% Comparative.

Rsp #	Damages Award Against (not including Deductible)	Insured Paid Deductible Award Against	Legal Fees Award Against	Credit for Prior Payment	Total Award Against
01					
02					
TOTAL					

If you have any questions about this decision, please call our Member Service Center at (866) 977-3434.

FILED
 2019 MAR 27 2 4: 00
 CLERK OF COURT
 HAYES, HIR, CO S.C.

**SOUTH CAROLINA LAW ENFORCEMENT DIVISION
FORENSIC SERVICES LABORATORY REPORT**

NIKKI R. HALEY
Governor



MARK A. KEEL
Chief

H.A. Blackwell
S.C. Highway Patrol Troop #4
P.O. Box 279
Chester, SC 29706

TOXICOLOGY DEPARTMENT
May 15, 2015
SLED No: _____
Your Case No: _____
Incident Date: 03/19/2015

[S] Kevin Mark Carter

This is an official report of the South Carolina Law Enforcement Division Forensic Services Laboratory and is to be used in connection with an official criminal investigation. These examinations were conducted under your assurance that no previous examinations of person(s) or evidence submitted in this case have been or will be conducted by any other laboratory or agency.

Mark A. Keel, Chief
South Carolina Law Enforcement Division

FILED
 2015 MAY 27 2 41:00
 CLERK OF COURT
 JUSTICE P. CO. S.C.

ITEMS OF EVIDENCE

Item: 1 **Sample Type: Blood (Toxicology) - labeled "CARTER, KEVIN"**

Analysis by Headspace Gas Chromatography (GC) and/or Headspace Gas Chromatography/Mass Spectrometry (GC/MS)

Analyte	Result	Units	Threshold



AN ASCLD/LAB-International ACCREDITED TESTING LABORATORY SINCE 09/19/2014
P.O. Box 21398, Columbia, South Carolina 29221-1398 Phone (803) 896-7300 Fax (803) 896-7351



SLED No _____

5/15/15

Screen by Enzyme Linked Immunosorbant Assay (ELISA)

Analyte	Result	Units	Threshold
---------	--------	-------	-----------

Liquid Chromatography/Tandem Mass Spectrometry (LC/MS/MS)

Analyte	Result	Units	Threshold
		mg/L	
		mg/L	
		mg/L	

FILED
2015 MAR 27 2 41:00
CLERK OF COURT
REGISTERED S.C.

Comprehensive Analysis

A comprehensive drug screen utilizing gas chromatography/mass spectrometry and liquid chromatography/tandem mass spectrometry was performed on this sample. With the exception of the compound(s) listed, no other drugs or poisons of concern were found.



ALI-359-T

SLED No

Page 3 of 3

5/15/15

This report contains the conclusions, opinions and interpretations of the analyst whose signature appears below.



Tracy McKinnon
Forensic Toxicologist

For any additional interpretation of results please contact the Toxicologist above at the SLED Toxicology Department, (803) 896-7385.

FILED
2019 MAR 21 P 4: 00
CLERK OF COURT
DRESTER CO S.C.



ALI-359-T

ANASCLD/LAB-International ACCREDITED TESTING LABORATORY SINCE 09/19/2014
P.O. Box 21396, Columbia, South Carolina 29221-1396 Phone (803) 896-7300 Fax (803) 896-7351

Your Policy Declarations

Policy Period: Feb 8, 2015 - Aug 8, 2015
 Policy Number:

Insured Vehicle(s) and Schedule of Coverages (continued)

2008 Honda Ridgeline

07697000095054

Coverages	Limits of Liability	Premium
A Comprehensive With OEM Other Than Collision (Comprehensive)	Actual Cash Value	\$
Collision With OEM	Actual Cash Value Less \$	\$
B Liability	Each Accident	\$
Property Damage Liability	Each Person	\$
Bodily Injury Liability	Each Accident	\$
	Each Person	\$
C Medical Payments	Endorsement 30B3A	\$
Increased Limits	Per Day	\$
Transportation	Per Accident	\$
Expenses Coverage		
Vehicle Endorsements 3305	Lien Expires On Apr 05, 2019	
Loss Payee-Capital One Auto		
Total for this Vehicle		\$

Policy Level Schedule of Coverages

Coverages	Limits of Liability	Premium
Part D2-Combined Uninsured and Underinsured Motorist - Bodily Injury	\$ \$ Each Person \$ \$ Each Accident \$ \$ Each Accident	\$ \$
Uninsured - Property Damage		\$
Total for Policy Coverages		\$

Policy Form and Endorsements

V-032E	Auto Policy
V-3458B	Amendatory Endorsement
V-3540	NC Amendatory Endorsement
V-3572	Other Products Endorsement
V-30B3A	Extended Transportation Expenses Coverage
V-3305	Loss Settlement - Original Equipment Manufacturer Parts

FILED
 2015 MAR 27 P 4:00
 CLERK OF COURT
 CAPITAL CITY S.C.

Continued on the next page



Heidi Gersten
Page 1 of 1

Date prepared August 28, 2017
Notice of loss date January 8, 2015
Claim number
Policy number
Questions? Contact Claims Associate

Heidi Gersten

FILED
2018 MAR 27 P 4:01
CLERK OF COURT
JAMES H. CO S.C.

Claim details

Insurer:
Policyholder: RICHARD DAVIS AND KEVIN CARTER
Claimant: Heidi Gersten
Claim number:
Loss date: March 19, 2015

Dear Ms. Gersten,

I am in receipt of your letter dated August 25, 2017. I have reviewed your letter with my Manager. As mentioned in my letter dated on August 25, 2017. Based on the current information we have that was sent to us by you, _____'s offer to you for settlement of your property damage claim is _____.

Please contact me at _____ as I would be more than happy to verbally discuss the reasoning of Nationwide's offer to settle your property damage claim.

For more information

If you have any questions or concerns, please contact me at _____ or _____.

Sincerely,

NOTICE - Section 817.234, Florida Statutes, provides in part: "Any person who knowingly and with intent to injure, defraud or deceive any insurer files a statement of claim or an application containing any false, incomplete or misleading information is guilty of a felony of the third degree."



Heidi Gersten
Page 1 of 1

Date prepared August 25, 2017
Notice of loss date January 8, 2016
Claim number
Policy number
Questions? Contact Claims Associate

Heidi Gersten

FILED
2019 MAR 27 P 11:01
CLERK OF COURT
DISTRICT CO S.C.

Claim details

Insurer:
Policyholder: RICHARD DAVIS AND KEVIN CARTER
Claimant: Heidi Gersten
Claim number:
Loss date: March 19, 2015

Dear Ms. Gersten,

I have received your letter faxed to me on August 25, 2017 at 9:41 AM. With the information that has been submitted to _____ by you. My offer to settle your property damage punitive claim against our member is _____

If you would like to know the reasoning of _____'s offer. Please contact me at _____ and I will be more than happy to discuss that topic with you verbally.

For more information

If you have any questions or concerns, please contact me at _____ or _____

Sincerely,

NOTICE - Section 817.234, Florida Statutes, provides in part: "Any person who knowingly and with intent to injure, defraud or deceive any insurer files a statement of claim or an application containing any false, incomplete or misleading information is guilty of a felony of the third degree."



February 21, 2018

TEMP-RETURN SERVICE REQUESTED

SENT VIA REGULAR AND CERTIFIED MAIL

Ivanka Ayoub

RE: Claim Number: _____
 Date of Loss: 3/19/2015
 Policy Number: _____
 Insured: Ivanka Ayoub

FILED
 2018 MAR 27 2 41:01
 CLERK OF COURT
 CHESTER CO S.C.

Dear Ivanka Ayoub:

_____ acknowledges the Tyger River demand received on February 20, 2018. _____'s investigation and review of your claim for Collision Coverage is based, in part, on the _____ policy contract issued to our Named Insured, Ivanka Ayoub by _____. The policy provided by _____ to Ivanka Ayoub is an _____ policy contract. Collision coverage is contractual and governed by the state where the policy was issued. In this particular policy, there is a "choice of law" clause or "interpretation" clause requiring the policy to be interpreted under the law of the state where the policy was issued as noted on the Declarations Page. The Declarations Page provides that your address _____. Enclosed is a copy of the Declarations page for your review.

The policy has the following language explaining that the policy will be interpreted by the law of the state indicated on the Declarations Page:

PART F - GENERAL PROVISIONS

Policy Period, Territory, and Interpretation
* * *

C. This agreement shall be governed by, and interpreted in accordance with the laws of the state in which the insured resides as reflected on the policy Declarations Page.

Regarding the Collision damage to the 1998 Chevy Van from the auto accident of March 19, 2015, we previously extend an offer related to the total loss value of the 1998 Chevrolet Sport Van on May 21, 2015. We have enclosed a copy of this offer for your review. To confirm, our offer is _____ less the Collision deductible of _____. The total settlement amount we will issue to you is _____, which represents the actual cash value of the vehicle at the time of loss. You may be eligible for sales tax reimbursement if you purchase a replacement vehicle within 30 days of



receiving our settlement check. You must send proof of purchase showing the amount of sales tax incurred by you to _____ within 33 days of the receipt of our check. The Amount of reimbursement for sales tax is limited to the lesser of the following:

1. The amount that would have been payable for sales tax on the purchase of a vehicle with a market value equal to the amount of the settlement
2. The actual amount of sales tax paid for the replacement vehicle.

If you do not send proof of payment of sales tax on a replacement vehicle with 33 days after you receive our settlement check, we are no longer required to reimburse you for the tax paid.

Below is the applicable policy language related to the Collision coverage under this policy:

PART D - COVERAGE FOR DAMAGE TO

Insuring Agreement

A. We will pay for sudden, direct and accidental loss to your covered auto or any non-owned auto, including its permanently installed equipment, minus any applicable deductible shown on the Declarations Page. We will pay for loss to your covered auto caused by:

2. Collision only if the Declarations Page indicates that Collision Coverage is provided for that auto.

B. "Collision" means the upset of your covered auto or a non-owned auto or their impact with another vehicle or object.

Limit of Liability

A. Our limit of liability will be the lesser of the:

1. Actual cash value of the stolen or damaged property; or
2. Amount necessary to repair or replace the property using parts furnished by the vehicle's manufacturers or parts from other manufacturers.

This policy does not cover a claim for diminished market value of your covered auto or nonowned auto.

B. An adjustment for depreciation and physical condition will be made in determining the actual cash value of your covered auto or non-owned auto at the time of loss.

Punitive or Exemplary Damages Exclusion

Regardless of any other provision of this policy, we do not provide coverage for punitive or exemplary damages, or any legal fees or costs associated with them.

If we are unable to come to an agreement regarding the actual cash value of your 1998 Chevy at the time of loss to resolve the collision claim, please refer to the below policy language:

Appraisal

A. If we and you do not agree on the actual value of the vehicle, either party may demand an appraisal of the loss. In this event, each party will select a competent appraiser. The two appraisers will select an umpire. The appraisers will state separately the actual cash value and the amount of the loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

1. Pay its chosen appraiser; and
2. Bear the expenses of the appraisal and umpire equally.

B. We do not waive any of our rights under this policy by agreeing to an appraisal.

Our Right To Recover Payment

A. If we make a payment under this policy and the person to or for whom payment was made has a right to recover damages from another, we shall be subrogated to that right. That person shall do:

1. Whatever is necessary to enable us to exercise our rights; and
2. Nothing after loss to prejudice them.

B. If we make a payment under this policy and the person to or for whom payment is made recovers damages from another, that person shall:

1. Hold in trust for us the proceeds of the recovery; and
2. Reimburse us to the extent of our payment regardless of the total amount of damages sustained by the insured irrespective of whether any such settlement or judgment may or may not provide reimbursement for all injuries, illnesses, or other damages (including, without limitation, pain and suffering, consequential, punitive, exemplary or other damages, whether alleged, proven in a court of law otherwise substantiated).

C. We are not responsible for any fees, including, but not limited to, attorney fees or court costs incurred to recover our subrogated interest unless we have agreed in writing, in advance, to be responsible for those fees.

Below are the terms specifically defined under the Definitions section of the policy.

DEFINITIONS

A. The terms defined below appear in bold type throughout this policy. You and Your refer to the named insured, which includes the individual named on the Declarations Page or that person's spouse if a resident of the same household.

J. "Your covered auto" means:

1. Any vehicle shown on the Declarations Page.
2. Any of the following types of vehicles, acquired during the policy period, on the date you become the owner:
 - a. a private passenger auto; or
 - b. a pickup or van for which no other insurance policy provides coverage and that has a Gross Vehicle Weight of less than 12,000 lbs. according to the manufacturer's specifications.

Based on the above policy language and law, is unable to consider a claim or extend any offers of settlement for the personal property damage under this policy. If you have any additional information you would like us to consider please provide it, in writing, to my attention for additional review.

Please feel free to contact me with any questions at the number listed below.

Sincerely,

Enclosures: Dec Page
Total Loss Settlement Offer
CCC Market Evaluation

Policy Number	
Policy Type	
Reason Issued:	Reinstatement
Effective Date:	01/28/2015
Print Date:	01/29/2015

Named Insured and Address
Ivanka Ayoub

Auto Policy Declarations Page

This is not a bill.

Issued by: _____, A Wholly-Owned Stock Subsidiary of _____

Policy Effective Dates: 01/28/2015 to 07/23/2015 11:01 a.m. ET at the address of the named insured as shown, and for additional six month periods if renewed, as provided in the policy. These declarations with policy provisions, applications, forms and endorsements, if any, complete the above numbered policy.

Total Policy Premium Summary

Your Auto policy includes coverage for the following:

Year	Make	Model	VIN	Premium
1999	Dodg	Ram		
1998	Chev	Sport Van G1		

The total premium shown does not include any applicable billing fees.

Total Policy Premium

Did You Know...

- You have qualified for Disclosed Operator, Insurance Score, and Multi-Car Discount(s). Find out how you can save even more by contacting _____

Got questions? We've got answers.

Policy Information: If you have any questions about your coverages or other ways to save with _____, be sure to contact your agent, _____

Claims Assistance: To report or check on a claim, call _____, visit _____

Billing Questions: To inquire about your bill or pay it, call _____ or visit _____

Discounts

For a description of these discounts, please reference the Discounts applied to your policy section.

Policy Discounts

Disclosed Operator, Insurance Score, and Multi-Car

Policy Number:
Policy Type:

Vehicle Coverages

Coverage is provided where a premium is shown for the vehicle and coverage. The coverages listed below apply separately for each vehicle and are provided only where a premium or included is shown. The limit of liability applies separately for each vehicle. Where there are multiple vehicles on the policy, stacking of any limits of liability among the vehicles is not allowed.

1999 Dodge Ram

Coverages	Limits of Liability		Premium
	Each Person	Each Accident	
Part A - Liability Bodily Injury Property Damage Part B - Medical Payments Part C - Uninsured/Underinsured Motorists Bodily Injury Part D - Damage to Your Auto Other Than Collision Collision			
Optional Coverages Rental Reimbursement Towing and Labor Policy Fee	\$60 / Day	\$1,800 / Occurrence	
Vehicle Premium			

Vehicle Coverages

1998 Chev Sport Van G1

Coverages	Limits of Liability		Premium
	Each Person	Each Accident	
Part A - Liability Bodily Injury Property Damage Part B - Medical Payments Part C - Uninsured/Underinsured Motorists Bodily Injury Part D - Damage to Your Auto Other Than Collision Collision			
Optional Coverages Rental Reimbursement Towing and Labor	/ Day	/ Occurrence	
Vehicle Premium			

Policy Number:
Policy Type

Policy Forms
Form # Edition Date Description

End of Declarations Page

TEMP-RETURN SERVICE REQUESTED

May 21, 2015

Ivanka Ayoub

Re: Claim Number:
Date of Loss: 03/19/2015
Vehicle Year: 1998
Vehicle Model: SPORT VAN G1

Insured: Ivanka Ayoub
Policy Number:
Vehicle Make: CHEV
VIN:

Dear Ivanka,

Thank you for discussing the claim with me. Based on our review of the damages to the vehicle, we have determined that the vehicle is a total loss. The actual cash value of the vehicle is based on the mileage, options and condition of the vehicle.

In order to settle this portion of the claim, we require the following:

- Certificate of Title
- Signed and notarized Power of Attorney (POA).

Please send all requested documents in the enclosed business reply envelope. Once all documents have been received we will use the POA to transfer the title into _____'s name and issue payment.

Explanation of Settlement:

Market Valuation

- Deductible

Settlement Amount

Please leave the keys with the total loss vehicle. If you did not leave the keys with the total loss vehicle and it has already been picked up for salvage, please return the keys in the enclosed business reply envelope.



Sincerely,

Enclosure: Power of Attorney



CCC

Market Report

Report Reference Number:
Claim Reference:
Loss Incident Date: 03/19/2015
Insured: Ivanka Ayoub

Adjuster:
Adjuster ID:
Claim Reported Date: 03/25/2015
Owner: Ayoub, Ivanka
Appraiser:

Introduction

_____ has conducted an appraisal of your 1998 Chevrolet G10/EXP 4X2 Incomplete Deluxe located in _____. The appraisal information was then used to conduct research in your market to determine the local market value of your unit. This CCC Valuescope Market Report details the results of that search. It contains the following sections:

Section Title:	Section Contents:
-----	-----
Equipment Summary	Market Value and Equipment Detail
VINGuard Identification	Loss Unit configuration and VIN history
Valuation Methodology	Method used to evaluate the vehicle
Comparable Units	Supporting market data for loss unit
Appraisal and Valuation Notes	Log notes for this file

----- Equipment Summary -----

Loss Unit Specifications

Deluxe
1998 Chevrolet G10/EXP 4X2 Incomplete
Deluxe
8-5.7L-FI
Condition is 2: Average
Odometer Unknown

Actual Cash Value	\$
Pre Tax Adjustments	
Mileage To 250,000	-
Pre-tax amount:	\$ ---
Adjusted Loss Unit Value	\$ ---

Loss Unit Equipment:

Option	Description
AT	Automatic Transmission
OD	Overdrive
PS	Power Steering

Valuation Request: (Continued) 1998 CHEV G10/EXP 4X2 INCOMPLETE

----- Equipment Summary (continued) -----

PE	Power Brakes
PW	Power Windows
PL	Power Locks
AW	Aluminum/Alloy Wheels
AC	Air Conditioning
DM	Dual Mirrors
IW	Intermittent Wipers
TW	Tilt Wheel
CC	Cruise Control
AM	AM Radio
FM	FM Radio
ST	Stereo
SE	Search/Seek
CN	Console/Storage
CS	Cloth Seats
RL	Reclining/Lounge Seats
CO	Overhead Console

3S - 3rd Row Seat
 WT - Wood Interior Trim
 FU - Full Carpeting
 IL - Interior Lighting
 FO - Rear Fold-Out Sofa Bed
 UD - Upholstered Door Panels + Hd
 WL - Insult. Walls w/Paneling/Wall
 AG - Drivers Side Air Bag
 PG - Passenger Air Bag
 AB - Anti-Lock Brakes (4)
 DT - Privacy Glass
 SB - Rear Step Bumper
 TR - Tire Rack/Carrier
 WP - Draperies or Mini Blinds
 WN - Custom Windows
 IP - Clearcoat Paint
 2T - Two Tone Paint

Additional Equipment
 Deluxe Conversion

Actual Cash Value does not include tax, title, license, prior damage or deductible. For additional information or special consideration, call the [redacted] or, in [redacted] Please use your valuation request number for reference.

===== VINguard Identification =====

VIN: [redacted]

Insurer Description	VINGuard Analysis
Valuation Request: (Continued) 1998 CHEV G10/EXP 4X2 INCOMPLETE	

===== VINGuard Identification (continued) =====

Class	Deluxe	1998
Year	1998	Chevrolet
Make	Chevrolet	G10/EXP 4X2 Incomplete
Model	G10/EXP 4X2 Incomplete	EG15
Model Num	NG15	B-5.7L-Fi
Body style	Deluxe	
Engine	B-5.7L-Fi	

VINGuard message(s):
 VINGuard detected discrepancies with this VIN
 -- refer to VINGuard Vehicle History Information.

Previous Total Loss History: [redacted] previously submitted by
 Duplicate VIN [redacted]
 on 03/24/2015 Claim #:

Collision History Information:
 Collision incident reported
 on [redacted] Claim # [redacted] in [redacted]
 Miles: 0,000 Damage Location: [redacted]

===== AutoCheck Vehicle History Report =====

AutoCheck Vehicle History Report

Experian Automotive

Report Run Date: [redacted]

Key: | N = No Problem Found | Y = Problem Found | I = Information Found

TITLE CHECK

THIS VEHICLE CHECKS OUT. AutoCheck database for this 1998 CHEVROLET G10/EXP 4X2 INCOMPLETE (shows no historical events that indicate a significant automotive problem. These problems can indicate past automotive damage or warnings associated with the vehicle title.

Problems Checked Results Found

Abandoned N No Abandoned Record(s) Found
Valuation Request: (Continued) 1998 CHEV G10/EXP 4X2 INCOMPLETE
===== AutoCheck Vehicle History Report (continued) =====

PROBLEM CHECK

THIS VEHICLE CHECKS OUT. AutoCheck database for this 1998 CHEVROLET G10/EXP 4X2 INCOMPLETE (shows no historical events that indicate a significant automotive problem. These problems can indicate past automotive damage or warnings associated with the vehicle title.

Problems Checked Results Found

Date Reported

Odometer Reading

Valuation Request: (Continued) 1998 CHEV G10/EXP 4X2 INCOMPLETE
===== AutoCheck Vehicle History Report (continued) =====

VEHICLE INFORMATION

INFORMATION FOUND. AutoCheck found additional information on this vehicle.
These records will provide more history for this 1998 CHEVROLET G10/EXP 4X2
INCOMPLETE (1GBFG15R5W1108432)

Problems Checked Results Found

FULL HISTORY

Below are the historical events for this vehicle listed in chronological order.

Report Run Date: 05/20/2015

Event	Event	Odometer	Data	Event
Valuation Request:	(Continued)	1998 CHEV G10/EXP 4X2	INCOMPLETE
===== AutoCheck Vehicle History Report (continued) =====				

AutoCheck Vehicle History Report Terms and Conditions:
Valuation Request: (Continued) 1998 CHEV G10/EXP 4X2 INCOMPLETE
----- AutoCheck Vehicle History Report (continued) -----
Experian's Reports are compiled from multiple sources. It is not always possible for Experian to obtain complete discrepancy information on all vehicles; therefore, there may be other title brands, odometer readings or discrepancies that apply to a vehicle that are not reflected on that vehicle's Report. Experian searches data from additional sources where possible, but all discrepancies may not be reflected on the Report.

These Reports are based on information supplied to Experian by external sources believed to be reliable, BUT NO RESPONSIBILITY IS ASSUMED BY EXPERIAN OR ITS AGENTS FOR ERRORS, INACCURACIES OR OMISSIONS. THE REPORTS ARE PROVIDED STRICTLY ON AN 'AS IS WHERE IS' BASIS, AND EXPERIAN FURTHER EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE REGARDING THIS REPORT.

YOU AGREE TO INDEMNIFY EXPERIAN FOR ANY CLAIMS OR LOSSES, INCLUDING COSTS, EXPENSES AND ATTORNEYS FEES, INCURRED BY EXPERIAN ARISING DIRECTLY OR INDIRECTLY FROM YOUR IMPROPER OR UNAUTHORIZED USE OF AUTOCHECK VEHICLE HISTORY REPORTS.

Experian shall not be liable for any delay or failure to provide an accurate report if and to the extent which such delay or failure is caused by events beyond the reasonable control of Experian, including, without limitation, 'acts of God', terrorism, or public enemies, labor disputes, equipment malfunctions, material or component shortages, supplier failures, embargoes, rationing, acts of local, state or national governments, or public agencies, utility or communication failures or delays, fire, earthquakes, flood, epidemics, riots and strikes.

These terms and the relationship between you and Experian shall be governed by the laws of the State of Illinois (USA) without regard to its conflict of laws provisions. You and Experian agree to submit to the personal and exclusive jurisdiction of the courts located within the county of Cook, Illinois.

----- Valuation Methodology -----

The Commercial + Recreational Vehicle Division of CCC Information Services, Inc., prepared this CCC Valuescope Market Report for Grange Insurance Companies. CCC has been preparing market value reports for the insurance industry since 1981.

Valuations performed by CCC's Commercial + Recreational Vehicle Division require individual market searches to identify and locate supporting market information. Due to the unique nature of the loss units valued in the Commercial + Recreational Vehicle Division, a valuation expert handles each request individually.

When Grange Insurance Companies requests a valuation report, they provide CCC with the configuration of the loss unit, including model, hours or mileage, optional features, any accessories, the condition of the loss unit as well as
Valuation Request: 54403684 (Continued) 1998 CHEV G10/EXP 4X2 INCOMPLETE

the VIN/HIN/PIN (vehicle/hull/product identification number) of the loss unit. That identification number is analyzed to verify basic information provided on the loss unit.

Grange Insurance Companies also provides CCC with the loss unit owner's ZIP code, which identifies the local market used to determine the market value.

The local market area, however, may vary by vehicle or unit type. Where the vehicle or loss unit is readily available in a given location, the search area can be within the same city or state as the loss unit. If the loss unit or vehicle is very specialized, the search may expand to locate comparable support to document the loss unit's value.

Significant differences between the loss unit and any comparable units are documented and are used to define a verifiable market value for the loss unit. If no comparable units are located, the valuation expert will conduct a local market survey to gather the expert opinion of knowledgeable retailers in order to determine the local market value.

=====
 The Comparable Units are compared to the Loss Unit to determine the Adjusted Value. The Adjusted Value represents the price of the Comparable Unit configured to exactly match the Loss Unit.

Comparable # 1 :

Publication: Internet Advertisement Publication Date: 09/30/2014
 Location: Phone:
 Dealer/Private: Dealer Dealer Name:

Loss Unit	Comparable # 1	Adjustment
Loss Unit Type: Conversion Vans Class: Deluxe	Conversion Vans Deluxe	
1998 Chevrolet G10/Exp 4x2 Incomplete Deluxe 8-5.71-F1 Miles: Unlisted	Take Price: 1998 Chevrolet G10 4x2 Chevyvan Incomplete Conversion 8-5.71-F1 169,604	
Condition: 2 Average	2 Average	
Packages		
Radio AM/FM Stereo Seek	AM/FM Stereo With Tape Cassette	

Valuation Request. (Continued) 1998 CHEV G10/EXP 4X2 INCOMPLETE

=====
 Comparable Units (continued) =====

LOSS UNIT	Comparable # 1	ADJUSTMENT
Options		
Automatic Transmission	Automatic Transmission	
Overdrive	Overdrive	
Power Steering	Power Steering	
Power Brakes	Power Brakes	
Power Windows	Power Windows	
Power Locks	Power Locks	
Aluminum/Alloy Wheels	Aluminum/Alloy Wheels	
Air Conditioning	Air Conditioning	
Dual Mirrors	Dual Mirrors	
Intermittent Wipers	Intermittent Wipers	
Tilt Wheel	Tilt Wheel	
Cruise Control	Cruise Control	
Console/Storage	Console/Storage	
Cloth Seats	Cloth Seats	
Reclining/Lounge Seats		

Overhead Console
 3rd Row Seat
 Wood Interior Trim
 Full Carpeting
 Interior Lighting
 Rear Fold-Out Sofa Bed
 Upholstered Door Panel
 Inslt. Walls W/Panelin
 Drivers Side Air Bag
 Passenger Air Bag
 Anti-Lock Brakes (4)
 Privacy Glass
 Rear Step Bumper
 Tire Rack/Carrier
 Draperies Or Mini Blin
 Custom Windows
 Clearcoat Paint
 Two Tone Paint

3rd Row Seat
 Wood Interior Trim
 Full Carpeting
 Interior Lighting
 Rear Fold-Out Sofa Bed
 Upholstered Door Panels + Headlin
 Inslt. Walls W/Paneling/Wall Cove
 Drivers Side Air Bag
 Passenger Air Bag
 Anti-Lock Brakes (4)
 Privacy Glass
 Rear Step Bumper
 Tire Rack/Carrier
 Draperies Or Mini Blinds
 Custom Windows

Power Mirrors
 Heated Mirrors
 Television
 Vcr
 Dual Radio
 Captain Chairs (4)
 Running Boards/Side Steps

Additional Equipment
 Deluxe Conversion

Midwest Vans Conversion

Valuation Request: (Continued) 1998 CHEV G10/EXP 4X2 INCOMPLETE

----- Comparable Units (continued) -----

LOSS UNIT	Comparable #	ADJUSTMENT
Adjusted Value	1	

Comparable # 2 :

Publication: Internet Advertisement
 Location:
 Dealer/Private: Dealer

Publication Date: 09/25/2014
 Phone:
 Dealer Name:

Loss Unit	Comparable #	Adjustment
Loss Unit Type: Conversion Vans Class: Deluxe 1998 Chevrolet G10/Exp 4x2 Incomplete Deluxe 8-5.71-P1 Miles: Unlisted Condition: 2 Average Packages Radio AM/FM Stereo Seek Options Automatic Transmission Overdrive Power Steering Power Brakes Power Windows Power Locks	2 Conversion Vans Deluxe Take Price: 1998 Chevrolet G10 4x2 Chevyvan Incomplete Conversion 8-5.71-P1 89,093 2 Average AM/FM Stereo With Tape And Cd Automatic Transmission Overdrive Power Steering Power Brakes Power Windows Power Locks	

Aluminum/Alloy Wheels
 Air Conditioning
 Dual Mirrors
 Intermittent Wipers
 Tilt Wheel
 Cruise Control
 Console/Storage
 Cloth Seats
 Reclining/Lounge Seats
 Valuation Request:

Aluminum/Alloy Wheels
 Air Conditioning
 Dual Mirrors
 Intermittent Wipers
 Tilt Wheel
 Cruise Control
 Console/Storage
 Cloth Seats

(Continued) 1998 CHEV G10/EXP 4X2 INCOMPLETE

----- Comparable Units (continued) -----

LOSS UNIT	Comparable # 2	ADJUSTMENT
Overhead Console	3rd Row Seat	
3rd Row Seat	Wood Interior Trim	
Wood Interior Trim	Full Carpeting	
Full Carpeting	Interior Lighting	
Interior Lighting	Rear Fold-Out Sofa Bed	
Rear Fold-Out Sofa Bed	Upholstered Door Panels + Headlin	
Upholstered Door Panel	Inslt. Walls W/Paneling/Wall Cove	
Inslt. Walls W/Panelin	Drivers Side Air Bag	
Drivers Side Air Bag	Passenger Air Bag	
Passenger Air Bag	Anti-Lock Brakes (4)	
Anti-Lock Brakes (4)	Privacy Glass	
Privacy Glass	Tire Rack/Carrier	
Rear Step Bumper	Draperies Or Mini Blinds	
Tire Rack/Carrier	Custom Windows	
Draperies Or Mini Blin		
Custom Windows		
Clearcoat Paint		
Two Tone Paint		
	Power Mirrors	
	Television	
	Vcr	
	Dual Radio	
	Captain Chairs (4)	
	Trailer Hitch	
	Trailer Package	
	Running Boards/Side Steps	
Additional Equipment		
Deluxe Conversion	Gladiator Conversion	
Adjusted Value		-----

Comparable # 3:

Publication: Internet Advertisement Publication Date: 09/30/2014
 Location: Melvindale, Mi Phone: (313)718-7941
 Dealer/Private: Private

Loss Unit	Comparable # 3	Adjustment
Loss Unit Type: Conversion Vans	Conversion Vans	
Class: Deluxe	Deluxe	
Valuation Request:	Take Price:	
	(Continued) 1998 CHEV G10/EXP 4X2 INCOMPLETE	

----- Comparable Units (continued) -----

LOSS UNIT	Comparable # 3	ADJUSTMENT
1998 Chevrolet	1999 Chevrolet	
G10/Exp 4x2 Incomplete	G10 4x2 Chevyvan Incomplete	
Deluxe	Conversion	
8-5.7l-Fi	8-5.7l-Fi	
Miles: Unlisted	120,000	

Condition: 2 Average

2 Average

Packages

Radio
AM/FM Stereo Seek

AM/FM Stereo
With Tape Cassette

Options

Automatic Transmission
Overdrive
Power Steering
Power Brakes
Power Windows
Power Locks
Aluminum/Alloy Wheels
Air Conditioning
Dual Mirrors
Intermittent Wipers
Tilt Wheel
Cruise Control
Console/Storage
Cloth Seats
Reclining/Lounge Seats
Overhead Console
3rd Row Seat
Wood Interior Trim
Full Carpeting
Interior Lighting
Rear Fold-Out Sofa Bed
Upholstered Door Panel
Inslt. Walls W/Panelin
Drivers Side Air Bag
Passenger Air Bag
Anti-Lock Brakes (4)
Privacy Glass
Rear Step Bumper
Tire Rack/Carrier
Draperies Or Mini Blin
Valuation Request:

Automatic Transmission
Overdrive
Power Steering
Power Brakes
Power Windows
Power Locks

Air Conditioning
Dual Mirrors
Intermittent Wipers
Tilt Wheel
Cruise Control
Console/Storage
Cloth Seats

3rd Row Seat
Wood Interior Trim
Full Carpeting
Interior Lighting
Rear Fold-Out Sofa Bed
Upholstered Door Panels + Headlin
Inslt. Walls W/Paneling/Wall Cove
Drivers Side Air Bag
Passenger Air Bag
Anti-Lock Brakes (4)
Privacy Glass
Rear Step Bumper
Tire Rack/Carrier
Draperies Or Mini Blinds

(Continued) 1998 CHEV G10/EXP 4X2 INCOMPLETE

=====
----- Comparable Units (continued) -----
=====

LOSS UNIT	Comparable #	3	ADJUSTMENT
Custom Windows	Custom Windows		
Clearcoat Paint			
Two Tone Paint			
	20" Or Larger Wheels		
	Dual Air Conditioning		
	Television		
	Captain Chairs (4)		
	Running Boards/Side Steps		
Additional Equipment	Deluxe Conversion		
Deluxe Conversion	42" Television (2nd TV)		
	Dvd Player		
Adjusted Value			

----- Valuation Processing Notes -----

03/25 14:28 Standard Equipment:
Ps Pb Ab Ag Rg Pw Pl Tw Cc Am Fm St Ca Ac

The following information was provided after the valuation was completed:
05/20 12:51 Pre tax/Post tax data modified after valuation.

If you have any questions, please contact Customer service at
or in . Thank you for the assignment.

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trademark owners.

FAX®

FILED

2019 MAR 27 P 4: 01

CLERK OF COURT
CHRISTOPHER S. J.