

**LIST OF EXHIBITS**

**EXHIBIT A: Contracts:  
Informed Consent for Treatment  
Assignment of Benefits (Irrevocable Assignment, Lien  
and Authorization Insurance Benefits and Attorney**

Informed Consent, Oscar Avila	Page 1
Informed Consent, Angelica Calderilla	Page 2
Informed Consent, ALA	Page 3
Informed Consent, JA	Page 4
Assignment of Benefits, Oscar Avila	Page 5
Assignment of Benefits, Angelica Calderilla	Page 6
Assignment of Benefits, ALA	Page 7
Assignment of Benefits, JA	Page 8

CLERK OF COURT  
SPARTANBURG COUNTY  
AMY W. COX

2020 JAN -8 PM 1:28

FILED

**EXHIBIT B: Invoices:**

Invoice, Oscar Avila	Pages 1-4
Invoice, Angelica Calderilla	Pages 5-8
Invoice, ALA	Pages 9-11
Invoice, JA	Pages 12-13

**EXHIBIT C: April 10, 2019 Certified Letter:**

April 10, 2019 Certified Letter	Page 1
Copy of signed Green Card	Page 2

**EXHIBIT D: May 9, 2019 Certified Letter:**

May 9, 2019 Certified Letter	Page 1
May 9, 2019 Certified Letter	Page 2
Copy of Certified Mail Receipt	Page 3
Copy of Front of Envelope	Page 4
Copy of Back of Envelope	Page 5

Upstate Clinical Associates, LLC  
Natural Medicine Clinic -  
P.O. Box 825  
Fairforest, SC 29336  
(864)708-2567

Informed Consent for Treatment

I hereby request and consent to the performance of diagnostic and treatment procedures performed by, or recommended, and/or referred by Upstate Clinical Associates, LLC. These may include, but are not limited to, various diagnostic procedures such as x-rays, neurodiagnostic studies, electrodermal testing, Doppler ultrasound, digital pulse analysis, heart variability analysis, oxymetry, spirometry, laboratory testing (such as hair biopsy, blood chemistries and other analyses of bodily tissues and substances); various modes of manipulative treatments and physiotherapeutics; various natural medicines, nutritional and supplement recommendations, or any other treatments prescribed, on, by, or for me (or on, by, or for the patient named below, for whom I am legally responsible) by the healthcare providers and staff of this facility who now or in the future will render care to me (or the patient named below) while employed by, working, or associated with, Upstate Clinical Associates, LLC, or those who may serve as back-up for this facility, or any other office or clinic associated with Upstate Clinical Associates, LLC.

I have had the opportunity to discuss with the physician(s) and/or staff of this facility regarding the nature and purpose of the above procedures. I understand that results are not guaranteed.

I understand and am informed that, as in the practice of all health care, there are some risks to diagnostic and treatment procedures, including, but not limited to, fractures, disc injuries, strokes, dislocations, strains, and sprains. I do not expect the doctor (or staff) to be able to anticipate and explain all risks and complications, and I wish to rely on the doctor (and/or staff) to exercise judgment during the course of the procedure which the healthcare provider feels at the time, based upon the facts then known, is in my best interest. Alternative treatments may include, but are not limited to: natural medicines and supplements, dietary therapy, metabolic/nutritional therapy, trigger point therapy, laser treatments, LED treatments, exercise therapy, vibration therapy, emotional reinforcement techniques, behavioral modification; acupressure, neurological or brain-based therapy, manipulative or physiotherapeutic procedures. As with any of these alternative procedures there are risks. However, if treatment is not sought, I understand that my condition could get worse, remain the same, or improve.

I also certify that I am seeking care through this facility for my specific health condition(s), and for no other reason.

I have read, or have had read to me, the above consent. I have also had an opportunity to ask questions about its content, and by signing below I agree to the above named procedures and treatment. I intend this consent form to cover the entire course of treatment for my care in this office.

Oscar Auita H 2-6-16  
OSCAR AUITA H 2-6-16  
Patient's Signature Date

To be completed by patient's representative, if patient is a minor or is physically or mentally incapacitated.

Oscar Auita H  
Name of Patient (print)

Dr. [Signature] 6/3/16  
Doctor's Signature Date

Signature of Patient's Representative

Relationship to Patient

FILED  
CLERK OF DISTRICT COURT  
PARTIAL BUREAU  
JUN 8 2016  
AUG 11 2016

**Upstate Clinical Associates, LLC**  
**Natural Medicine Clinic**  
P.O. Box 825  
Fairforest, SC 29336  
(864)708-2567

**Informed Consent for Treatment**

I hereby request and consent to the performance of diagnostic and treatment procedures performed by, or recommended, and/or referred by Upstate Clinical Associates, LLC. These may include, but are not limited to, various diagnostic procedures such as x-rays, neurodiagnostic studies, electrodermal testing, Doppler ultrasound, digital pulse analysis, heart variability analysis, oxymetry, spirometry, laboratory testing (such as hair biopsy, blood chemistries and other analyses of bodily tissues and substances); various modes of manipulative treatments and physiotherapeutics; various natural medicines, nutritional and supplement recommendations, or any other treatments prescribed, on, by, or for me (or on, by, or for the patient named below, for whom I am legally responsible) by the healthcare providers and staff of this facility who now or in the future will render care to me (or the patient named below) while employed by, working, or associated with, Upstate Clinical Associates, LLC, or those who may serve as back-up for this facility, or any other office or clinic associated with Upstate Clinical Associates, LLC.

I have had the opportunity to discuss with the physician(s) and/or staff of this facility regarding the nature and purpose of the above procedures. I understand that results are not guaranteed.

I understand and am informed that, as in the practice of all health care, there are some risks to diagnostic and treatment procedures, including, but not limited to, fractures, disc injuries, strokes, dislocations, strains, and sprains. I do not expect the doctor (or staff) to be able to anticipate and explain all risks and complications, and I wish to rely on the doctor (and/or staff) to exercise judgment during the course of the procedure which the healthcare provider feels at the time, based upon the facts then known, is in my best interest. Alternative treatments may include, but are not limited to: natural medicines and supplements, dietary therapy, metabolic/nutritional therapy, trigger point therapy, laser treatments, LED treatments, exercise therapy, vibration therapy, emotional reinforcement techniques, behavioral modification, acupressure, neurological or brain-based therapy, manipulative or physiotherapeutic procedures. As with any of these alternative procedures there are risks. However, if treatment is not sought, I understand that my condition could get worse, remain the same, or improve.

I also certify that I am seeking care through this facility for my specific health condition(s), and for no other reason.

I have read, or have had read to me, the above consent. I have also had an opportunity to ask questions about its content, and by signing below I agree to the above named procedures and treatment. I intend this consent form to cover the entire course of treatment for my care in this office.

Angelica Calderin 6-09-16  
Patient's Signature Date

To be completed by patient's representative, if patient is a minor or is physically or mentally incapacitated.

[Signature] 6/9/16  
Doctor's Signature Date

\_\_\_\_\_  
Name of Patient (print)

\_\_\_\_\_  
Signature of Patient's Representative

\_\_\_\_\_  
Relationship to Patient

2020 JAN -8 PM 1:28  
SPRINT  
AM  
CLERK OF DISTRICT COURT  
OF THE STATE OF SOUTH CAROLINA

FILED

**Upstate Clinical Associates, LLC**  
**Natural Medicine Clinic**  
P.O. Box 825  
Fairforest, SC 29336  
(864)708-2567

**Informed Consent for Treatment**

I hereby request and consent to the performance of diagnostic and treatment procedures performed by, or recommended, and/or referred by Upstate Clinical Associates, LLC. These may include, but are not limited to, various diagnostic procedures such as x-rays, neurodiagnostic studies, electrodermal testing, Doppler ultrasound, digital pulse analysis, heart variability analysis, oxymetry, spirometry, laboratory testing (such as hair biopsy, blood chemistries and other analyses of bodily tissues and substances); various modes of manipulative treatments and physiotherapeutics; various natural medicines, nutritional and supplement recommendations, or any other treatments prescribed, on, by, or for me (or on, by, or for the patient named below, for whom I am legally responsible) by the healthcare providers and staff of this facility who now or in the future will render care to me (or the patient named below) while employed by, working, or associated with, Upstate Clinical Associates, LLC, or those who may serve as back-up for this facility, or any other office or clinic associated with Upstate Clinical Associates, LLC.

I have had the opportunity to discuss with the physician(s) and/or staff of this facility regarding the nature and purpose of the above procedures. I understand that results are not guaranteed.

I understand and am informed that, as in the practice of all health care, there are some risks to diagnostic and treatment procedures, including, but not limited to, fractures, disc injuries, strokes, dislocations, strains, and sprains. I do not expect the doctor (or staff) to be able to anticipate and explain all risks and complications, and I wish to rely on the doctor (and/or staff) to exercise judgment during the course of the procedure which the healthcare provider feels at the time, based upon the facts then known, is in my best interest. Alternative treatments may include, but are not limited to: natural medicines and supplements, dietary therapy, metabolic/nutritional therapy, trigger point therapy, laser treatments, LED treatments, exercise therapy, vibration therapy, emotional reinforcement techniques, behavioral modification, acupressure, neurological or brain-based therapy, manipulative or physiotherapeutic procedures. As with any of these alternative procedures there are risks. However, if treatment is not sought, I understand that my condition could get worse, remain the same, or improve.

I also certify that I am seeking care through this facility for my specific health condition(s), and for no other reason.

I have read, or have had read to me, the above consent. I have also had an opportunity to ask questions about its content, and by signing below I agree to the above named procedures and treatment. I intend this consent form to cover the entire course of treatment for my care in this office.

Oscar Avila H  
Patient's Signature Date

[Signature] 04/03/16  
Doctor's Signature Date

To be completed by patient's representative, if patient is a minor or is physically or mentally incapacitated.

ALA  
Name of Patient (print)

Oscar Avila H  
Signature of Patient's Representative

Father  
Relationship to Patient

FILED

2016 JAN - 8 PM 1:28

Upstate Clinical Associates, LLC  
Natural Medicine Clinic  
P.O. Box 825  
Fairforest, SC 29338  
(864)708-2567

Informed Consent for Treatment

I hereby request and consent to the performance of diagnostic and treatment procedures performed by, or recommended, and/or referred by Upstate Clinical Associates, LLC. These may include, but are not limited to, various diagnostic procedures such as x-rays, neurodiagnostic studies, electrodermal testing, Doppler ultrasound, digital pulse analysis, heart variability analysis, oxymetry, spirometry, laboratory testing (such as hair biopsy, blood chemistries and other analyses of bodily tissues and substances); various modes of manipulative treatments and physiotherapeutics; various natural medicines, nutritional and supplement recommendations, or any other treatments prescribed, on, by, or for me (or on, by, or for the patient named below, for whom I am legally responsible) by the healthcare providers and staff of this facility who now or in the future will render care to me (or the patient named below) while employed by, working, or associated with, Upstate Clinical Associates, LLC, or those who may serve as back-up for this facility, or any other office or clinic associated with Upstate Clinical Associates, LLC.

I have had the opportunity to discuss with the physician(s) and/or staff of this facility regarding the nature and purpose of the above procedures. I understand that results are not guaranteed.

I understand and am informed that, as in the practice of all health care, there are some risks to diagnostic and treatment procedures, including, but not limited to, fractures, disc injuries, strokes, dislocations, strains, and sprains. I do not expect the doctor (or staff) to be able to anticipate and explain all risks and complications, and I wish to rely on the doctor (and/or staff) to exercise judgment during the course of the procedure which the healthcare provider feels at the time, based upon the facts then known, is in my best interest. Alternative treatments may include, but are not limited to: natural medicines and supplements, dietary therapy, metabolic/nutritional therapy, trigger point therapy, laser treatments, LED treatments, exercise therapy, vibration therapy, emotional reinforcement techniques, behavioral modification, acupressure, neurological or brain-based therapy, manipulative or physiotherapeutic procedures. As with any of these alternative procedures there are risks. However, if treatment is not sought, I understand that my condition could get worse, remain the same, or improve.

I also certify that I am seeking care through this facility for my specific health condition(s), and for no other reason.

I have read, or have had read to me, the above consent. I have also had an opportunity to ask questions about its content, and by signing below I agree to the above named procedures and treatment. I intend this consent form to cover the entire course of treatment for my care in this office.

\_\_\_\_\_  
Patient's Signature Date

Dr. [Signature]  
Doctor's Signature Date

To be completed by patient's representative, if patient is a minor or is physically or mentally incapacitated.

Ma Ascencion H.  
Name of Patient (print) Signature of patient's representative  
MA  
Name of Patient's Representative

Mother  
Relationship to Patient

FILED

IRREVOCABLE ASSIGNMENT, LIEN AND AUTHORIZATION  
INSURANCE BENEFITS AND ATTORNEY

Claim or File# \_\_\_\_\_

Insured's Name: \_\_\_\_\_

Date of Loss: 5/20/2016

Address: \_\_\_\_\_

Patient: Oscar Avila

Policy: \_\_\_\_\_

Stephen N. Garcia

To ~~Stephen N. Garcia~~ Attorney at Law:

I hereby authorize and direct you my insurance company, liability insurance adjuster, and/or my attorney, to pay directly to Upstate Clinical Associates, LLC such sums as may be due and owing this Office for services rendered to me, both by reason of accident or illness, and by reason of any other bills that are due this Office, and to withhold such sums from any disability benefits, medical payments benefits, No Fault benefits, health and accident benefits, worker's compensation benefits, or any other insurance benefits obligated to reimburse me or from any settlement, judgment or verdict on my behalf as may be necessary to adequately protect said Office. I hereby further give a lien to said Office against any and all insurance benefits named herein, and any and all proceeds of any settlement, judgment or verdict which may be paid to me as a result of the injuries or illness for which I have been treated by said Office. This is to act as an assignment of my rights and benefits to the extent of the Office's services provided.

In the event my insurance company obligated to make payments to me upon the charges made by this Office for their services refuses to make such payments, upon demand by me or this Office, I hereby assign and transfer to this Office any and all causes of action that I might have or that might exist in my favor against such company and authorize this Office to prosecute said cause of action either in my name or in the Office's name and further, I authorize this Office to compromise, settle or otherwise resolve said claim or cause of action as they see fit.

I understand that I remain personally responsible for the total amounts due the Office for their services. I further understand and agree that this Assignment, Lien and Authorization does not constitute any consideration for the Office to await payments and they may demand payments from me immediately upon rendering services at their option. And further understand that such payment is not contingent on any settlement, judgment or verdict by which I may eventually recover said fee. I agree to pay all costs of collection of any balance due this Office, including reasonable attorney's fees.

I authorize the Office to release any information pertinent to my case to any insurance company, adjuster or attorney to facilitate collection under this Assignment, Lien and Authorization. I agree that the above mentioned Office by given Power of Attorney to endorse/sign my name on any and all checks for payment of my doctor bill. I hereby instruct that in the event another attorney is substituted in this matter, the new attorney honor this lien as inherent to the settlement and enforceable upon the case as if it were executed by him. A photocopy of this Assignment shall be considered as effective and valid as the original.

Date: 5/3/2016

Signed: Oscar Avila Hernandez

Witness: [Signature]

**IRREVOCABLE ASSIGNMENT, LIEN AND AUTHORIZATION  
INSURANCE BENEFITS AND ATTORNEY**

Claim or File# \_\_\_\_\_

Insured's Name: \_\_\_\_\_

Date of Loss: 5/20/2016

Address: \_\_\_\_\_

Patient: Angelica Calderilla

Policy: \_\_\_\_\_

Stephen N. Garcia

To ~~Stephen N. Garcia~~ Attorney at Law:

I hereby authorize and direct you my insurance company, liability insurance adjuster, and/or my attorney, to pay directly to Upstate Clinical Associates, LLC such sums as may be due and owing this Office for services rendered to me, both by reason of accident or illness, and by reason of any other bills that are due this Office, and to withhold such sums from any disability benefits, medical payments benefits, No Fault benefits, health and accident benefits, worker's compensation benefits, or any other insurance benefits obligated to reimburse me or from any settlement, judgment or verdict on my behalf as may be necessary to adequately protect said Office. I hereby further give a lien to said Office against any and all insurance benefits named herein, and any and all proceeds of any settlement, judgment or verdict which may be paid to me as a result of the injuries or illness for which I have been treated by said Office. This is to act as an assignment of my rights and benefits to the extent of the Office's services provided.

In the event my insurance company obligated to make payments to me upon the charges made by this Office, if their services refuses to make such payments, upon demand by me or this Office, I hereby assign and transfer to this Office any and all causes of action that I might have or that might exist in my favor against such company and authorize this Office to prosecute said cause of action either in my name or in the Office's name and further, I authorize this Office to compromise, settle or otherwise resolve said claim or cause of action as they see fit.

I understand that I remain personally responsible for the total amounts due the Office for their services. I further understand and agree that this Assignment, Lien and Authorization does not constitute any consideration for the Office to await payments and they may demand payments from me immediately upon rendering services at their option. And further understand that such payment is not contingent on any settlement, judgment or verdict by which I may eventually recover said fee. I agree to pay all costs of collection of any balance due this Office, including reasonable attorney's fees.

I authorize the Office to release any information pertinent to my case to any insurance company, adjuster or attorney to facilitate collection under this Assignment, Lien and Authorization. I agree that the above mentioned Office by given Power of Attorney to endorse/sign my name on any and all checks for payment of my doctor bill. I hereby instruct that in the event another attorney is substituted in this matter, the new attorney honor this lien as inherent to the settlement and enforceable upon the case as if it were executed by him. A photocopy of this Assignment shall be considered as effective and valid as the original.

Date: 6/2/16

Signed: Angelica Calderilla

Witness: [Signature]

CLERK OF COURT  
SPARTANBURGH COUNTY  
JUN 2 2016 11:28 AM

**IRREVOCABLE ASSIGNMENT, LIEN AND AUTHORIZATION  
INSURANCE BENEFITS AND ATTORNEY**

Claim or File# \_\_\_\_\_

Insured's Name: \_\_\_\_\_

Date of Loss: 5/20/2016

Address: \_\_\_\_\_

Patient: ALA

Policy: \_\_\_\_\_

Stephen N. Garcia

To Stephen N. Garcia Attorney at Law:

I hereby authorize and direct you my insurance company, liability insurance adjuster, and/or my attorney, to pay directly to Upstate Clinical Associates, LLC such sums as may be due and owing this Office for services rendered to me, both by reason of accident or illness, and by reason of any other bills that are due this Office, and to withhold such sums from any disability benefits, medical payments benefits, No Fault benefits, health and accident benefits, worker's compensation benefits, or any other insurance benefits obligated to reimburse me or from any settlement, judgment or verdict on my behalf as may be necessary to adequately protect said Office. I hereby further give a lien to said Office against any and all insurance benefits named herein, and any and all proceeds of any settlement, judgment or verdict which may be paid to me as a result of the injuries or illness for which I have been treated by said Office. This is to act as an assignment of my rights and benefits to the extent of the Office's services provided.

In the event my insurance company obligated to make payments to me upon the charges made by this Office for their services refuses to make such payments, upon demand by me or this Office, I hereby assign and transfer to this Office any and all causes of action that I might have or that might exist in my favor against such company and authorize this Office to prosecute said cause of action either in my name or in the Office's name and further, I authorize this Office to compromise, settle or otherwise resolve said claim or cause of action as they see fit.

I understand that I remain personally responsible for the total amounts due the Office for their services. I further understand and agree that this Assignment, Lien and Authorization does not constitute any consideration for the Office to await payments and they may demand payments from me immediately upon rendering services at their option. And further understand that such payment is not contingent on any settlement, judgment or verdict by which I may eventually recover said fee. I agree to pay all costs of collection of any balance due this Office, including reasonable attorney's fees.

I authorize the Office to release any information pertinent to my case to any insurance company, adjuster or attorney to facilitate collection under this Assignment, Lien and Authorization. I agree that the above mentioned Office by given Power of Attorney to endorse/sign my name on any and all checks for payment of my doctor bill. Thereby instruct that in the event another attorney is substituted in this matter, the new attorney honor this lien as inherent to the settlement and enforceable upon the case as if it were executed by him. A photocopy of this Assignment shall be considered as effective and valid as the original.

Oscar Avila Para

Date: 6/2/16

Signed: ALA

Witness: [Signature]

**IRREVOCABLE ASSIGNMENT, LIEN AND AUTHORIZATION  
INSURANCE BENEFITS AND ATTORNEY**

Claim or File# \_\_\_\_\_

Insured's Name: \_\_\_\_\_

Date of Loss: 5/20/2016

Address: \_\_\_\_\_

Patient: JA

Policy: \_\_\_\_\_

Stephen N. Garcia

To ~~Stephen N. Garcia~~ Attorney at Law:

I hereby authorize and direct you my insurance company, liability insurance adjuster, and/or my attorney, to pay directly to Upstate Clinical Associates, LLC such sums as may be due and owing this Office for services rendered to me, both by reason of accident or illness, and by reason of any other bills that are due this Office, and to withhold such sums from any disability benefits, medical payments benefits, No Fault benefits, health and accident benefits, worker's compensation benefits, or any other insurance benefits obligated to reimburse me or from any settlement, judgment or verdict on my behalf as may be necessary to adequately protect said Office. I hereby further give a lien to said Office against any and all insurance benefits named herein, and any and all proceeds of any settlement, judgment or verdict which may be paid to me as a result of the injuries or illness for which I have been treated by said Office. This is to act as an assignment of my rights and benefits to the extent of the Office's services provided.

CLERK OF COURT  
COUNTY OF  
JUN 1 1:20 PM '16

In the event my insurance company obligated to make payments to me upon the charges made by the Office for their services refuses to make such payments, upon demand by me or this Office, I hereby assign and transfer to this Office any and all causes of action that I might have or that might exist in my favor against such company and authorize this Office to prosecute said cause of action either in my name or in the Office's name and further, I authorize this Office to compromise, settle or otherwise resolve said claim or cause of action as they see fit.

I understand that I remain personally responsible for the total amounts due the Office for their services. I further understand and agree that this Assignment, Lien and Authorization does not constitute any consideration for the Office to await payments and they may demand payments from me immediately upon rendering services at their option. And further understand that such payment is not contingent on any settlement, judgment or verdict by which I may eventually recover said fee. I agree to pay all costs of collection of any balance due this Office, including reasonable attorney's fees.

I authorize the Office to release any information pertinent to my case to any insurance company, adjuster or attorney to facilitate collection under this Assignment, Lien and Authorization. I agree that the above mentioned Office by given Power of Attorney to endorse/sign my name on any and all checks for payment of my doctor bill. I hereby instruct that in the event another attorney is substituted in this matter, the new attorney honor this lien as inherent to the settlement and enforceable upon the case as if it were executed by him. A photocopy of this Assignment shall be considered as effective and valid as the original.

Date: 6/16/2016

Signed: Ma Ascension Hernandez

Witness: [Signature]



Upstate Clinical Associates, LLC

P.O. Box 825  
SC-29336

Phone # (864)708-2567

mail@naturalmedicineclinic.org  
www.naturalmedicineclinic.org

5/9/2019

Oscar Avila - DOA: 05 20 2016  
102 Albert Drive  
Gaffney, SC 29341.

		\$6,517.00	
06/29/2016	INV #641. Due 06/29/2016. — Office Visit \$50.00 — Meridian Assess & Treatment \$20.00 — Cold Laser, 3 @ \$30.00 = 90.00 — Hi Volt, 2 @ \$30.00 = 60.00 — Hi Frequency Current, 3 @ \$30.00 = 90.00	310.00	2,125.00
07/14/2016	INV #642. Due 07/14/2016. — Office Visit \$50.00 — Meridian Assess & Treatment \$20.00 — X-Ray Interpretation \$45.00 — Report of Findings \$35.00 — Cold Laser, 3 @ \$30.00 = 90.00 — Hi Frequency Current, 3 @ \$30.00 = 90.00 — Lumbar Decompression \$75.00	405.00	2,630.00
07/28/2016	INV #643. Due 07/28/2016. — Office Visit \$50.00 — Meridian Assess & Treatment \$20.00 — Cold Laser, 2 @ \$30.00 = 60.00 — Hi Frequency Current, 3 @ \$30.00 = 90.00 — Lumbar Decompression \$75.00	295.00	2,825.00
08/02/2016	INV #644. Due 08/02/2016. — Office Visit \$50.00 — Meridian Assess & Treatment \$20.00 — Cold Laser \$30.00 — Hi Volt, 3 @ \$30.00 = 90.00 — Hi Frequency Current, 2 @ \$30.00 = 60.00 — Lumbar Decompression \$75.00	325.00	3,150.00
08/25/2016	INV #645. Due 08/25/2016. — Office Visit \$50.00 — Meridian Assess & Treatment \$20.00 — Cold Laser \$30.00 — Hi Volt, 3 @ \$30.00 = 90.00 — Hi Frequency Current, 2 @ \$30.00 = 60.00 — Lumbar Decompression \$75.00	325.00	3,475.00
0.00	0.00	0.00	575.00
			5,942.00
			\$6,517.00

FILED  
2020 JAN - 8 PM 1:28  
CLERK OF COURT  
SPARTANBURG COUNTY

Upstate Clinical Associates, LLC

P.O. Box 825  
SC 29336

Phone # (864)708-2567

mail@naturalmediclineclinic.org  
www.naturalmediclineclinic.org

5/9/2019

Oscar Avila - DOA: 05 20 2016  
102 Albert Drive  
Gaffney, SC 29341

		\$6,517.00	
08/30/2016	INV #646. Due 08/30/2016. -- Office Visit \$50.00 -- Meridian Assess & Treatment \$20.00 -- Cold Laser, 2 @ \$30.00 = 60.00 -- Hi Volt, 2 @ \$30.00 = 60.00 -- Hi Frequency Current \$30.00 -- Lumbar Decompression \$75.00	315.00	3,790.00
09/02/2016	INV #647. Due 09/02/2016. -- Office Visit \$50.00 -- Meridian Assess & Treatment \$20.00 -- Hi Volt, 3 @ \$30.00 = 90.00 -- Hi Frequency Current, 3 @ \$30.00 = 90.00 -- Lumbar Decompression \$75.00 -- Manual Therapy \$35.00 -- Betammune \$33.00 -- Veramannan \$39.00	432.00	4,222.00
09/08/2016	INV #648. Due 09/08/2016. -- Office Visit \$50.00 -- Meridian Assess & Treatment \$20.00 -- Cervical Decompression \$75.00 -- Cold Laser, 2 @ \$30.00 = 60.00 -- Hi Volt, 2 @ \$30.00 = 60.00 -- Lumbar Decompression \$75.00	340.00	4,562.00
09/13/2016	INV #649. Due 09/13/2016. -- Office Visit \$50.00 -- Meridian Assess & Treatment \$20.00 -- Cold Laser, 3 @ \$30.00 = 90.00 -- Hi Volt, 2 @ \$30.00 = 60.00 -- Hi Frequency Current, 3 @ \$30.00 = 90.00 -- Lumbar Decompression \$75.00	385.00	4,947.00
0.00	0.00	0.00	575.00
		5,942.00	\$6,517.00

FILED  
JAN - 8 PM 1:28  
CLERK OF COURT  
FRANKS/BURG COUNTY  
ALBY W. COX

Upstate Clinical Associates, LLC

P.O. Box 825  
SC 29338

Phone # (864)708-2587

mail@naturalmedicinedclinic.org  
www.naturalmedicinedclinic.org

5/9/2019

Oscar Avila - DOA: 05 20 2016  
102 Albert Drive  
Gaffney, SC 29341

		\$8,517.00		
09/22/2016	INV #650. Due 09/22/2016. -- Office Visit \$50.00 -- Meridian Assess & Treatment \$20.00 -- Cold Laser, 2 @ \$30.00 = 60.00 -- Hi Volt, 2 @ \$30.00 = 60.00 -- Hi Frequency Current \$30.00 -- Lumbar Decompression \$75.00	295.00	CLERK OF COURT PARTANBURG COUNTY COURT HOUSE 120 JAN - 8 PM 1: 28 FILED 5,947.00	5,242.00
10/19/2016	INV #651. Due 10/19/2016. -- Office Visit \$50.00 -- Meridian Assess & Treatment \$20.00 -- Hi Frequency Current, 3 @ \$30.00 = 90.00 -- Lumbar Decompression \$75.00 -- Manual Therapy, 2 @ \$35.00 = 70.00	305.00		5,942.00
10/28/2016	INV #652. Due 10/28/2016. -- Office Visit \$50.00 -- Meridian Assess & Treatment \$20.00 -- Hi Volt, 2 @ \$30.00 = 60.00 -- Hi Frequency Current, 4 @ \$30.00 = 120.00 -- Lumbar Decompression \$75.00 -- Manual Therapy, 2 @ \$35.00 = 70.00	395.00		6,217.00
11/18/2016	INV #653. Due 11/18/2016. -- Office Visit \$50.00 -- Meridian Assess & Treatment \$20.00 -- Hi Frequency Current, 2 @ \$30.00 = 60.00 -- Lumbar Decompression \$75.00 -- Manual Therapy, 2 @ \$35.00 = 70.00	275.00		6,517.00
12/01/2016	INV #654. Due 12/01/2016. -- Comprehensive Ortho-Neuro Exam \$300.00	300.00		
0.00	0.00	0.00	575.00	5,942.00
				\$8,517.00

Upstate Clinical Associates, LLC

P.O. Box 825  
SC 29336

Phone # (864)708-2567

mail@naturalmedicineline.org  
www.naturalmedicineline.org

5/9/2019

Angelica Calderilla  
102 Albert Drive  
Gaffney, SC 29341

		\$5,178.00	
05/31/2016	Balance forward		0.00
08/02/2016	INV #655. Due 06/02/2016. — Comprehensive Medl Hist & PhyEx \$300.00	300.00	300.00
06/07/2016	INV #656. Due 06/07/2016. — Comprehensive Ortho-Neuro Exam \$300.00 — Meridian Assess & Treatment \$20.00 — Cold Laser, 2 @ \$30.00 = 60.00 — Hi Frequency Current, 4 @ \$30.00 = 120.00 — Lido Patch \$10.00	510.00	810.00
08/16/2016	INV #657. Due 06/16/2016. — Office Visit \$50.00 — Meridian Assess & Treatment \$20.00 — Cold Laser, 2 @ \$30.00 = 60.00 — Hi Frequency Current, 5 @ \$30.00 = 150.00	280.00	1,090.00
06/21/2016	INV #658. Due 06/21/2016. — Office Visit \$50.00 — Meridian Assess & Treatment \$20.00 — Cold Laser, 2 @ \$30.00 = 60.00 — Hi Frequency Current, 5 @ \$30.00 = 150.00 — Lido Patch \$10.00	290.00	1,380.00
08/29/2016	INV #659. Due 08/29/2016. — Office Visit \$50.00 — Meridian Assess & Treatment \$20.00 — Cold Laser, 2 @ \$30.00 = 60.00 — Hi Frequency Current, 5 @ \$30.00 = 150.00 — Arthroben \$65.00 — Betammune \$33.00 — Veramannan \$39.00	417.00	1,797.00
0.00	0.00	0.00	430.00
			4,748.00
			\$5,178.00

Upstate Clinical Associates, LLC

P.O. Box 825  
SC 29336

Phone# (864)708-2567

mail@naturalmedicineclinic.org  
www.naturalmedicineclinic.org

5/9/2019

Angelica Calderita  
102 Albert Drive  
Gaffney, SC 29341

				\$5,178.00	
07/14/2016	INV #660. Due 07/14/2016. -- Office Visit \$50.00 -- Meridian Assess & Treatment \$20.00 -- Cold Laser, 2 @ \$30.00 = 60.00 -- Hi Frequency Current, 3 @ \$30.00 = 90.00 -- Cervical Decompression \$75.00 -- X-Ray Interpretation \$45.00 -- Report of Findings \$35.00	375.00	2,172.00		
07/28/2016	INV #661. Due 07/28/2016. -- Office Visit \$50.00 -- Meridian Assess & Treatment \$20.00 -- Cold Laser, 2 @ \$30.00 = 60.00 -- Hi Frequency Current, 3 @ \$30.00 = 90.00 -- Lumbar Decompression \$75.00 -- Betammune \$33.00 -- Veramannan \$39.00 -- Skinbiotics Treatment Creme \$28.00	395.00	2,567.00		
08/30/2016	INV #662. Due 08/30/2016. -- Office Visit \$50.00 -- Meridian Assess & Treatment \$20.00 -- Cold Laser, 2 @ \$30.00 = 60.00 -- Hi Frequency Current, 3 @ \$30.00 = 90.00 -- Cervical Decompression \$75.00 -- Betammune \$33.00 -- Veramannan \$39.00	367.00	2,934.00		
09/02/2016	INV #663. Due 09/02/2016. -- Office Visit \$50.00 -- Meridian Assess & Treatment \$20.00 -- Cold Laser, 2 @ \$30.00 = 60.00 -- Hi Frequency Current, 3 @ \$30.00 = 90.00 -- Cervical Decompression \$75.00 -- Manual Therapy \$35.00 -- Lido Patch \$10.00	340.00	3,274.00		
0.00	0.00	0.00	430.00	4,748.00	\$5,178.00

FILED  
JAN - 8 PM 1:28  
CLERK OF COURT  
RANDOLPH COUNTY  
AMY W. COX

Statement

Upstate Clinical Associates, LLC

P.O. Box 825  
SC 29336

5/9/2019

Phone # (864)708-2567

mail@naturalmedicineclinic.org

www.naturalmedicineclinic.org

Angelica Calderilla  
102 Albert Drive  
Gaffney, SC 29341

Invoice Date	Invoice Total
\$5,178.00	

Date	Description	Amount
09/08/2016	INV #664. Due 09/08/2016. -- Office Visit \$50.00 -- Meridian Assess & Treatment \$20.00 -- Cold Laser, 2 @ \$30.00 = 60.00 -- Hi Volt, 2 @ \$30.00 = 60.00 -- Cervical Decompression \$75.00 -- Lido Patch \$10.00	275.00
09/13/2016	INV #665. Due 09/13/2016. -- Office Visit \$50.00 -- Meridian Assess & Treatment \$20.00 -- Cold Laser, 2 @ \$30.00 = 60.00 -- Hi Frequency Current, 3 @ \$30.00 = 90.00 -- Cervical Decompression \$75.00 -- Manual Therapy \$35.00	330.00
09/22/2016	INV #666. Due 09/22/2016. -- Office Visit \$50.00 -- Meridian Assess & Treatment \$20.00 -- Cold Laser, 2 @ \$30.00 = 60.00 -- Hi Frequency Current, 3 @ \$30.00 = 90.00 -- Cervical Decompression \$75.00 -- Manual Therapy \$35.00 -- Colax \$24.00	354.00
10/19/2016	INV #667. Due 10/19/2016. -- Office Visit \$50.00 -- Meridian Assess & Treatment \$20.00 -- Cold Laser, 2 @ \$30.00 = 60.00 -- Hi Frequency Current \$30.00 -- Cervical Decompression \$75.00 -- Lumbar Decompression \$75.00	310.00
10/28/2016	INV #668. Due 10/28/2016. -- Office Visit \$50.00 -- Meridian Assess & Treatment \$20.00 -- Hi Frequency Current, 2 @ \$30.00 = 60.00 -- Cervical Decompression \$75.00	205.00
0.00	0.00	0.00
		- 430.00
		4,748.00
		\$5,178.00

FILED  
2020 JAN -8 PM 1:28  
CLERK OF COURT  
SPARTANBURG COUNTY  
AMY W. COB

Upstate Clinical Associates, LLC

Statement

P.O. Box 825  
SC 29336

Phone # (864)708-2567

mail@naturalmediclineclinic.org  
www.naturalmediclineclinic.org

5/9/2019

Angelica Calderia  
102 Albert Drive  
Gaffney, SC 29341

		\$5,178.00	
11/16/2018	INV #669. Due 11/16/2018. — Office Visit \$50.00 — Meridian Assess & Treatment \$20.00	130.00	4,878.00
12/01/2018	— Hi Frequency Current, 2 @ \$30.00 = 60.00 INV #670. Due 12/01/2018. — Comprehensive Ortho-Neuro Exam \$300.00	300.00	5,178.00
0.00	0.00	0.00	430.00
			4,748.00
			\$5,178.00

FILED  
2020 JAN -8 PM 1:28  
CLERK OF COURT  
SPARTANBURG COUNTY  
AMY VA COX



Upstate Clinical Associates, LLC

P.O. Box 825  
SC 29336

Phone # (864)708-2587

mail@naturalmedicinedclinic.org

www.naturalmedicinedclinic.org

5/9/2019

ALA  
c/o Oscar Avila  
102 Albert Drive  
Gaffney, SC 29341

		\$3,545.00		
07/28/2016	INV #684. Due 07/28/2016. — Office Visit \$50.00 — Meridian Assess & Treatment \$25.00 — Cold Laser, 2 @ \$30.00 = 60.00 — Hi Frequency Current, 2 @ \$30.00 = 60.00	195.00	CLERK OF COURT SPARTANBURG COUNTY ANNE W. COX 2020 JAN - 8 PM 1:28 FILED 2,700.00	1,825.00
08/02/2016	INV #685. Due 08/02/2016. — Office Visit \$50.00 — Meridian Assess & Treatment \$25.00 — Cold Laser, 2 @ \$30.00 = 60.00 — Hi Frequency Current, 2 @ \$30.00 = 60.00 — X-Ray Interpretation \$45.00 — Report of Findings \$35.00	275.00		2,295.00
08/30/2016	INV #686. Due 08/30/2016. — Office Visit \$50.00 — Meridian Assess & Treatment \$25.00 — Cold Laser, 2 @ \$30.00 = 60.00 — Hi Frequency Current, 2 @ \$30.00 = 60.00	195.00		2,460.00
09/08/2016	INV #687. Due 09/08/2016. — Office Visit \$50.00 — Meridian Assess & Treatment \$25.00 — Cold Laser, 2 @ \$30.00 = 60.00 — Hi Frequency Current \$30.00	165.00		2,625.00
09/13/2016	INV #688. Due 09/13/2016. — Office Visit \$50.00 — Meridian Assess & Treatment \$25.00 — Cold Laser \$30.00 — Hi Frequency Current, 2 @ \$30.00 = 60.00	165.00		2,780.00
09/22/2016	INV #689. Due 09/22/2016. — Office Visit \$50.00 — Meridian Assess & Treatment \$25.00 — Cold Laser \$30.00 — Hi Frequency Current, 2 @ \$30.00 = 60.00	165.00		
0.00	300.00	0.00	65.00	3,180.00
				\$3,545.00

Statement

Upstate Clinical Associates, LLC

P.O. Box 825  
SC 29336

Phone# (864)708-2567      mail@naturalmedicneclinic.org  
www.naturalmedicneclinic.org

5/9/2019

ALA  
c/o Oscar Avila  
102 Albert Drive  
Gaffney, SC. 29341

3,545.00

10/19/2016	INV #690. Due 10/19/2016. — Office Visit \$50.00 — Meridian Assess & Treatment \$25.00 — Cold Laser, 2 @ \$30.00 = 60.00 — Hi Frequency Current, 2 @ \$30.00 = 60.00	195.00	2,995.00
10/28/2016	INV #691. Due 10/28/2016. — Office Visit \$50.00 — Meridian Assess & Treatment \$25.00 — Cold Laser, 2 @ \$30.00 = 60.00 — Hi Frequency Current, 2 @ \$30.00 = 60.00	195.00	3,180.00
11/16/2016	INV #692. Due 11/16/2016. — Office Visit \$50.00 — Meridian Assessment \$15.00	65.00	3,245.00
01/17/2017	INV #693. Due 01/17/2017. — Comprehensive Ortho-Neuro Exam \$300.00	300.00	3,545.00

FILED  
2020 JAN -8 PM 1:28  
CLERK OF COURT  
SHERBURNES COUNTY,  
JIM W. COX

0.00	300.00	0.00	65.00	3,180.00	3,545.00
------	--------	------	-------	----------	----------

Upstate Clinical Associates, LLC

Statement

P.O. Box 825  
SC 29336

5/9/2019

Phone # (864)708-2567    .mail@naturalmedicinclinic.org  
www.naturalmedicinclinic.org

JA  
102 Albert Drive  
Gaffney, SC 29341

				\$2,750.00	
05/31/2016	Balance forward				0.00
06/16/2016	INV #694. Due 06/16/2016. --- Comprehensive Medl. Hist & PhyEx \$300.00	300.00			300.00
06/21/2016	INV #695. Due 06/21/2016. --- Comprehensive Ortho-Neuro Exam \$300.00 --- Meridian Assessment \$15.00	315.00			615.00
06/24/2016	INV #696. Due 06/24/2016. --- Office Visit \$50.00 --- Meridian Assess & Treatment \$25.00 --- Cold Laser, 2 @ \$30.00 = 60.00 --- Hi-Frequency Current, 2 @ \$30.00 = 60.00	195.00			810.00
06/29/2016	INV #697. Due 06/29/2016. --- Office Visit \$50.00 --- Meridian Assess & Treatment \$25.00 --- Cold Laser, 3 @ \$30.00 = 90.00 --- Hi Frequency Current, 2 @ \$30.00 = 60.00	225.00			1,035.00
07/14/2016	INV #698. Due 07/14/2016. --- Office Visit \$50.00 --- Meridian Assess & Treatment \$25.00 --- Hi Frequency Current, 2 @ \$30.00 = 60.00	135.00			1,170.00
07/28/2016	INV #699. Due 07/28/2016. --- Office Visit \$50.00 --- Meridian Assess & Treatment \$25.00 --- Hi Frequency Current, 2 @ \$30.00 = 60.00	135.00			1,305.00
08/02/2016	INV #700. Due 08/02/2016. --- Office Visit \$50.00 --- Meridian Assess & Treatment \$25.00 --- Hi-Frequency Current, 2 @ \$30.00 = 60.00 --- X-Ray Interpretation \$45.00 --- Report of Findings \$35.00	215.00			1,520.00
08/30/2016	INV #701. Due 08/30/2016. --- Office Visit \$50.00 --- Meridian Assess & Treatment \$25.00 --- Cold Laser \$30.00 --- Hi Frequency Current, 2 @ \$30.00 = 60.00	165.00			1,685.00
0.00	300.00	0.00	105.00	2,345.00	\$2,750.00

FILED  
 JAN - 8 PM 1:28  
 CLERK OF COURT  
 ATLANTIC COUNTY  
 DAYTON, OH

Upstate Clinical Associates, LLC

P.O. Box 825  
SC 29336

Phone# (864)708-2567

mail@naturalmedicineclinic.org  
www.naturalmedicineclinic.org

5/9/2019

102 Albert Drive  
Gaffney, SC 29341

FILED  
2020 JAN - 8 PM 1:29  
CLERK OF COURT  
SPARTANBURG COUNTY  
AMY W. COOPER

		\$2,750.00		
09/08/2016	INV #702. Due 09/08/2016. — Office Visit \$50.00 — Meridian Assess & Treatment \$25.00 — Cold Laser \$30.00 — Hi Frequency Current, 2 @ \$30.00 = 60.00	165.00		1,850.00
09/13/2016	INV #703. Due 09/13/2016. — Office Visit \$50.00 — Meridian Assess & Treatment \$25.00 — Cold Laser, 2 @ \$30.00 = 60.00 — Hi Frequency Current \$30.00	165.00		2,015.00
09/22/2016	INV #704. Due 09/22/2016. — Office Visit \$50.00 — Meridian Assess & Treatment \$25.00 — Cold Laser \$30.00 — Hi Frequency Current, 2 @ \$30.00 = 60.00	165.00		2,180.00
10/19/2016	INV #705. Due 10/19/2016. — Office Visit \$50.00 — Meridian Assess & Treatment \$25.00 — Cold Laser \$30.00 — Hi Frequency Current, 2 @ \$30.00 = 60.00	165.00		2,345.00
11/16/2016	INV #706. Due 11/16/2016. — Office Visit \$50.00 — Meridian Assess & Treatment \$25.00 — Hi Frequency Current \$30.00	105.00		2,450.00
01/17/2017	INV #707. Due 01/17/2017. — Comprehensive Ortho-Neuro Exam \$300.00	300.00		2,750.00
0.00	300.00	0.00	105.00	2,345.00
				\$2,750.00

# Upstate Clinical Associates, LLC

P.O. Box 825

Fairforest, SC 29336

Tel: (864)708-2567(clinic); email: mail@naturalmedicinedclinic.org

Elizabeth Hughston, BA, MFA, ND, DM, NMD, DABFM, FAAF, FACFM, DABCT, FFACT, Chief Executive Officer  
Lad Santiago, MFA, DC, ND, DM, NMD, PMD, DCBCN, DABFM, FACFM, FAAF, FAATM, MPhil, PhD, Director of Clinical Services

April 10, 2019

Mr. Oscar Avila  
102 Albert Drive  
Gaffney, SC 29341

VIA: Certified Mail #: 7014 1820 0000 6032 5636

Dear Mr. Avila:

As you are aware, you had an appointment to visit our office on Thursday, March 28, 2019 at 12:00pm. However, as you are also aware, although we communicated with you via text before this scheduled meeting on this same date, you did not keep this appointment, nor did you contact us to inform us that you would not be appearing. After you missed this appointment, I also called your cell phone and left a message on your voice mail requesting that you return the call. As of yet, you have not contacted me or our office.

In order to resolve the issue of you and your family's indebtedness to our office, I am hereby requesting that you contact us immediately in order to seek an expeditious resolution to this matter. Toward this end, I am proposing the following dates for you to visit our office for the purpose aforementioned: Tuesday April 16, Wednesday April 17, Thursday April 18, Tuesday April 23, Wednesday April 24 or Thursday April 25, 2019, or feel free to propose another date within these weeks if another date is more convenient for you. Please communicate with our office so that we can establish a time for one of the above dates for the proposed meeting. I appreciate your cooperation in this matter and thank you in advance.

Sincerely,

  
Dr. Lad Santiago

FILED  
2020 JAN -8 PM 12:00  
CLERK OF COURT  
SPARTANBURG COUNTY  
AMY W. COX

USPS TRACKING®



9590 9402 2887 7069 4562 77



EXHIBIT C, page 2 of 2  
First-Class Mail  
Postage & Fees Paid  
USPS  
Permit No. G-10

United States  
Postal Service

\* Sender: Please print your name, address, and ZIP+4® in this box\*

Upstate Clinical Associates  
P.O. Box 825  
Fairforest, SC 29336

29336



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Oscar Avila  
102 Albert Drive  
Gaffney, SC 29341



9590 9402 2887 7069 4562 77

2. Article Number (Transfer from service label)

7014 1820 0000 6032 5636

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X Oscar Avila  Agent  Addressee

B. Received by (Printed Name)

C. Date of Delivery

4-12-15

D. Is delivery address different from item 1?  Yes  No

If YES, enter delivery address below:

CLERK OF COURT  
ARTAS  
JAMES COUNTY  
COX

2020 JAN -8 PM 1:29

FILED

3. Service Type

- Adult Signature
- Adult Signature Restricted Delivery
- Certified Mail®
- Certified Mail Restricted Delivery
- Collect on Delivery
- Collect on Delivery Restricted Delivery
- Insured Mail
- Registered Mail®
- Registered Mail Restricted Delivery
- Return Receipt for Merchandise
- Signature Confirmation™
- Signature Confirmation Restricted Delivery
- Priority Mail Express®
- Registered Mail™
- Registered Mail Restricted Delivery
- Return Receipt for Merchandise
- Signature Confirmation™
- Signature Confirmation Restricted Delivery

Registered Mail Restricted Delivery (PSN 7530-02-000-9053)

Domestic Return Receipt

# Upstate Clinical Associates, LLC

P.O. Box 825  
Fairforest, SC 29336

Tel: (864)576-2983(clinic); email: upstatedclinicalassociates@gmail.com

Elizabeth Hughston, BA, MFA, ND, DM, NMD, DABFM, FAAFM, FACFM, DABCT, FAACI, Chief Executive Officer  
Lad Santiago, MFA, DC, ND, DM, NMD, PMD, DCBCN, DABFM, FACFM, FAAFM, FAAIM, MPhil, PhD, Director of Clinical Services

May 9, 2019

Mr. Oscar Avila  
102 Albert Drive  
Gaffney, S.C. 29341

CERTIFIED MAIL #: 7017 2400 0000 3256 1981

CONCERNING: Oscar Avila, Angelica Calderilla ALA, JA

RE: Unpaid Balances for health care services delivered to the above named patients as a result of personal injuries sustained due to an automobile accident on May 20, 2016.

Dear Mr. Avila:

This is a formal demand letter for the funds due to our office, Upstate Clinical Associates for health care services rendered to you and certain members of your family.

As you are aware, there remain unpaid invoices for health care services delivered to you, your wife, child and sister, which were incurred between June 2, 2016 and January 17, 2017. These services were performed pursuant to the contracts you and your wife signed independently and on behalf of your children on June 3, 2016; June 2, 2016; June 3, 2016; and June 16, 2016, respectively.

Said services were delivered by us in good faith, with the utmost effort, quality and professionalism, and with the highest degree of effort and attention to your needs, which you and your family acknowledged as having been the recipients of.

As you are aware, payment for said health care services were deferred under contract via an Assignment of Benefits agreement until such time that the resolution of your personal injury cases were reached through the efforts of the attorney of record representing you and your family members, Mr. Stephen Garcia, Attorney at Law located at Garcia Law, LLC, 604 Pettigru St, Greenville, SC 29601. Please also note that your attorney has copies of all our documentation in his files including the Assignment of Benefits contract for each of you.

2020 JAN -8 PM 1:29  
CLERK OF COURT  
SPARTANBURG COUNTY  
AMY W. COX

FILED

Immediately after the resolution of all four personal injury cases and the availability of the monetary proceeds thereof, payments for services rendered by our office were due to be delivered to us on or about January, 2019 by Mr. Stephen Garcia, Attorney at Law, but more than 4 months have elapsed without this occurring. I have already extended to you every possible courtesy, and have given you substantial additional time to make payment. As per your attorney, it is our understanding that you have instructed him not to forward us the amount of \$17,990.00, which is presently in his trust account and rightfully owed to us for the health care services rendered to you and your family members involved in said accident. It is evident that you have breached our contract by failing to adhere to the terms contained in the Assignment of Benefits document which all four of you signed. As a result, the accounts for the health care services rendered to you and your family still remain in arrears.

Please acknowledge receipt of this letter within 5 business days. Moreover, please make your payment for the amount (\$17,990.00) due within 20 business days by directing your attorney, Mr. Stephen Garcia to release the funds which are in his trust account for the amount above stated, and to transmit said funds promptly via certified check or money order to us at the address noted below. If I do not receive your acknowledgement within 5 business days or do not receive your full payment as noted above within 20 business days to occur in concurrence, I will be forced to take steps necessary to protect and enforce our rights. No other written notice or demand will be given.

Please be aware that in the event that this matter goes to court, the proceedings will also include claims for pre-judgment interest on your account as well as all legal and court-related costs in connection with the collection of these funds. Be aware that this will substantially increase the amount that you will owe us.

Please conduct yourself accordingly.

Sincerely,

Dr. Lad Santiago on behalf of Upstate Clinical Associates, LLC  
Upstate Clinical Associates, LLC  
P.O. Box 825  
Fairforest, S.C. 29336  
(864) 576-2983  
upstateclinicalassociates@gmail.com

LS:eph

Attachments:

- Health care Services Statements (Invoice) for Oscar Avila, Angelica Calderilla, ALA, JA
- Signed Informed Consent Forms for Oscar Avila, Angelica Calderilla, ALA, JA
- Signed Assignment of Benefits Forms for Oscar Avila, Angelica Calderilla, ALA, JA

FILED  
2020 JAN -8 PM 1:29  
CLERK OF COURT  
PARTANSBURG COUNTY  
ALABAMA  
AMY W. COX

7961 952E 0000 0042 2702

<b>U.S. Postal Service</b> <b>CERTIFIED MAIL RECEIPT</b> <small>Domestic Mail Only</small>	
<small>For delivery information, visit our website at <a href="http://www.usps.com">www.usps.com</a></small>	
<b>OFFICIAL USE</b>	
Certified Mail Fee \$ <b>3.50</b>	0336 3  Postmark Here  05/09/2019
<small>Extra Services &amp; Fees (check box, add fee if applicable)</small> <input type="checkbox"/> Return Receipt (hardcopy) \$ <b>0.00</b> <input type="checkbox"/> Return Receipt (electronic) \$ <b>0.00</b> <input type="checkbox"/> Certified Mail Restricted Delivery \$ <b>0.00</b> <input type="checkbox"/> Adult Signature Required \$ <b>0.00</b> <input type="checkbox"/> Adult Signature Restricted Delivery \$ <b>0.00</b>	
Postage \$ <b>1.60</b>	
Total Postage and Fees \$ <b>7.90</b>	
Sent to <b>Mr. Oscar Aida</b> <small>Street and Apt. No., or PO Box No.</small> <b>102 Albert Drive</b> <small>City, State, ZIP+4®</small> <b>Gaffney, SC 29341</b>	
<small>PS Form 3800, April 2015 (7535-02-000-9047) See Reverse for Instructions</small>	

**FILED**  
 2020 JAN -8 PM 1:29  
 CLERK OF COURT  
 SPARTANBURG COUNTY  
 ANY W. COX



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:  
 Mr. Oscar Avila  
 102 Albert Drive  
 Gaffney, S.C. 29341



9590 9402 2887 7089 4562 84

2. Article Number (Transfer from service label)  
 7017 2400 0000 3256 1983

COMPLETE THIS SECTION ON DELIVERY

A. Signature  
 X  Agent  
 Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1?  Yes  
 If YES, enter delivery address below:  No

3. Service Type
- Adult Signature
  - Adult Signature Restricted Delivery
  - Certified Mail®
  - Certified Mail Restricted Delivery
  - Collect on Delivery
  - Collect on Delivery Restricted Delivery
  - Insured Mail
  - Insured Mail Restricted Delivery
  - Priority Mail Express®
  - Registered Mail™
  - Registered Mail Restricted Delivery
  - Return Receipt for Merchandise
  - Signature Confirmation™
  - Signature Confirmation Restricted Delivery

# Common Pleas

Clerk : Amy Cox  
 Spartanburg County  
 Spartanburg, SC 29304  
 Phone:(864) 596-2591 Fax:(864) 596-2239

Received From: Santiago, Lad Dr  
 5041 North Blackstock Road  
 Spartanburg, SC 29303

Date: 1/ 8/2020  
 Receipt #: 131362  
 Clerk: c42mfilem/n

Paying for: Santiago, Lad

Transaction Type: Payment

Payment Type: Check \$150.00

Total Paid: \$150.00

Reference #: 1144

Comment: Case Filing Fee 2020CP4200055 Santiago VS  
 Non-Refundable Hernandez

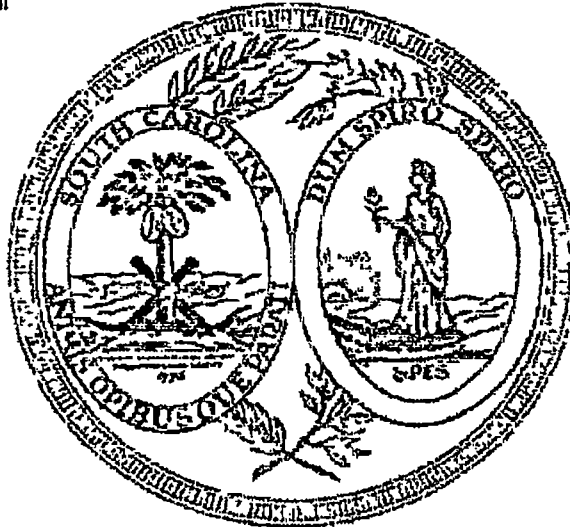
Total Received. \$150.00

Change Due: \$0.00

You may check the status of your Spartanburg case at:

<http://www.sccourts.org/caseSearch/>

Case #	Caption	Previous Balance	Amount Paid	Balance Due
2020CP4200055	Lad Santiago Dr VS Oscar Avila Hernandez , defendant, et al	\$150.00	\$150.00	\$0.00



<b>Total Cases: 1</b>	<b>\$150.00</b>	<b>\$150.00</b>	<b>\$0.00</b>
-----------------------	-----------------	-----------------	---------------

STATE OF SOUTH CAROLINA	)	
	)	IN THE COURT OF COMMON PLEAS
COUNTY OF SPARTANBURG	)	SEVENTH JUDICIAL CIRCUIT
	)	
Dr. Lad Santiago,	)	Civil Action No. 2020-CP-42-00055
Plaintiff	)	
v.	)	
Oscar Avila Hernández;	)	<b>RESPONSE AND MEMORANDUM</b>
Angelica Calderilla Corona;	)	<b>IN OPPOSITION TO</b>
	)	<b>DEFENDANT'S RENEWED 12(b)(6)</b>
ALA;	)	<b>MOTION TO DISMISS</b>
JA,	)	
Defendants.	)	
_____	)	

**RESPONSE IN OPPOSITION TO DEFENDANT'S  
RENEWED 12(b)(6) MOTION TO DISMISS**

I, Dr. Lad Santiago, bring this Response In Opposition to Defendant's Renewed 12 (b)(6) Motion To Dismiss. It is being opposed because there are sufficient facts stated to constitute a cause of action, the Statute of Limitations had not run its course at the time that the Verified Complaint was filed with the Court, nor had it run-out at the time that the First Amended Verified Complaint was filed, and for any other grounds that are determined to be applicable in this case, and for any other grounds that the Court would deem just and proper.

This Renewed 12(b)(6) Motion to Dismiss is substantially different with regard to its content compared to its predecessor the Amended 12(b)(6) Motion to Dismiss. Therefore, Plaintiff is compelled to address all of the allegations and misrepresentations contained therein.

I rely on the following:

1. Admit.
2. Admit.
3. Admit.
4. The Service of the First Amended Verified Complaint was not purportedly effectuated as Defendants' Counsel states, but was in fact filed and effectuated through the Spartanburg

2023 MAY 22 PM 4:01  
 CLERK OF COURT  
 SPARTANBURG COUNTY  
 AMY W. COX

**FILED**

County Clerk of Court on March 9, 2020 at 4:58 P.M. and mailed to Opposing Counsel via the US Postal Service.

5. Contrary to Defendants' Counsel's opinion that "... no new substantive issues had been raised by the Amended Complaint," as compared to the Verified Complaint, this is to the contrary. In fact, from the beginning of the First Amended Verified Complaint the following substantive issues were raised: (a) The First Amended Verified Complaint stated that the Defendants had committed a breach of contract whereas the Verified Complaint did not state such. Furthermore, in support of this change, the Civil Action Cover Sheet of the Verified Complaint had the box checked by Plaintiff as a "Breach of Contract" under Nature of Action. (b) The next issue is that the language in item 6. under the General Factual Allegations was modified from the Verified Complaint to the First Amended Verified Complaint. The new language in the latter demonstrates the direct relationship between Upstate Clinical Associates, LLC and the Plaintiff, Dr. Lad Santiago. (c) The third issue is an elaboration of the nature of the contracts. Specifically, the language was updated to accurately reflect the nature of the agreements from "... entered into a written agreement (contract) ..." to "... entered into a written and verbal [oral] agreement (contract) ..." Case law supports this. *See Hendrix v. Eastern Distribution, Inc.*, 316 S.C. 34, 38 (S.C. Ct. App. 1994) ("A contract is an obligation which arises from actual agreement of the parties manifested by words, oral or written, or by conduct. *Gaskins v. Blue Cross-Blue Shield of South Carolina*, 271 S.C. 101, 245 S.E.2d 598 (1978); *Moore v. Palmetto State Life Insurance Co.*, 222 S.C. 492, 73 S.E.2d 688 (1952). If an agreement is manifested by words, the contract is said to be express. Please also *See Armstrong v. Collins*, 366 S.C. 204, 222-23 (S.C. Ct. App. 2005) ("The required elements of a contract are an offer, acceptance, and valuable consideration. *Sauner v. Pub. Serv. Auth. of South Carolina*, 354 S.C. 397, 406, 581 S.E.2d 161, 166 (2003). "A contract is an obligation which arises from actual agreement of the parties manifested by words, oral or written, or by conduct." *Roberts v. Gaskins*, 327 S.C. 478, 483, 486 S.E.2d 771, 773 (Ct.App. 1997). Valuable consideration may consist of "some right, interest, profit or benefit accruing to one

2023 MAY 22 PM 4:01  
CLERK OF COURT  
PARTNERSHIP COUNTY

FILED

party or some forbearance, detriment, loss or responsibility given, suffered or undertaken by the other." *Prestwick Golf Club, Inc. v. Prestwick Ltd. P'ship*, 331 S.C. 385, 389, 503 S.E.2d 184, 186 (Ct.App. 1998). A benefit to the promisor or a detriment to the promisee may provide sufficient consideration for a contract. *Hendricks v. Clemson Univ.*, 353 S.C. 449, 459, 578 S.E.2d 711, 716 (2003). With certain exceptions, a contract need not be in writing to be enforceable. *Gaskins v. Firemen's Ins. Co. of Newark, N.J.*, 206 S.C. 213, 216, 33 S.E.2d 498, 499 (1945) (noting that if there is a meeting of the minds with regard to the essential elements of a contract, it is immaterial whether the contract is written or oral).") (d) The fourth issue that differs from the original Verified Complaint is that it stated: "Copies of the invoices for professional health care services rendered to the Defendants are attached as Exhibit B."

Whereas the First Amended Verified Complaint states: "Copies of the invoices for payment to Upstate Clinical Associates LLC as stipulated in the agreement between plaintiff and defendants on 02 June 2016 and 16 June 2016, respectively are attached to Exhibit A." This updated statement in the First Amended Verified Complaint further specifies and supports that payment to Upstate Clinical Associates, LLC as stipulated in the written agreement, and the verbal agreements between Plaintiff Dr. Lad Santiago and the Defendants, and verbal declaration to the Defendants of actions to be taken in the event of a breach of the contracts, including assignment to the Plaintiff, signify that these agreements existed and are valid between the parties aforementioned. Meaning that there is an explicit agreement between the Plaintiff and the Defendants, that the Defendants were to make payment for services rendered by the Plaintiff as a beneficiary via Upstate Clinical Associates, LLC, and should the payment not be rendered, Upstate Clinical Associates, LLC could assign the debt for collection to the Plaintiff, which it executed verbally; a standing practice that had traditionally existed and was practiced by Upstate Clinical Associates, LLC and the Plaintiff. (e) In the First Amended Verified Complaint it states that neither ". . . Stephen N. Garcia nor the Defendants conveyed the appropriate and specific portion from the settlement funds, or for that matter, any funds whatsoever to Upstate Clinical Associates LLC, that were allegedly being held in his trust

FILED  
2023 MAY 22 PM 4:01  
CLERK OF COURT  
PARTAMERB@JUDNY  
NY, CO

account to pay off the Defendants' outstanding medical invoices." The Verified Complaint did not include this language. Moreover, the First Amended Verified Complaint further clarifies that "The non-conveyance and delivery of funds to (Upstate Clinical Associates, LLC) was in direct violation of the written and verbal contracts between Dr. Lad Santiago and the Defendants." This signifies that there is a direct relationship between the Plaintiff, Dr. Lad Santiago and the Defendants, and that there is a promise to pay by the Defendants for services rendered to the Defendants, utilizing Upstate Clinical Associates, LLC as a conduit to do so, for the benefit of the Plaintiff, Dr. Lad Santiago. Therefore, the single member (his wife) of the LLC (Upstate Clinical Associates, LLC) verbally assigned, as the assignor, to the Plaintiff all of the contracts, and therefore the right to pursue and enforce collection as an assignee, and as a direct beneficiary. This is supported by the following case law citations. *See Twelfth RMA Partners, L.P. v. National Safe Corp.*, 335 S.C. 635, 639-40 (S.C. Ct. App. 1999) ("In South Carolina, it is well established that an "assignee . . . stands in the shoes of its assignor . . ." *Singletary v. Aetna Cas. Sur. Co.*, 316 S.C. 199, 201, 447 S.E.2d 869, 870 (Ct.App. 1994). When a contract is assigned, the assignee should have all the same rights and privileges, including the right to sue on the contract, as the assignor. Under the GCC in South Carolina, a "[t]ransfer of an instrument vests in the transferee such rights as the transferor has therein." S.C. Code Ann. § 36-3-201 (1976).") Also, *See Hendrix v. Eastern Distribution, Inc.*, 316 S.C. 34, 38 (S.C. Ct. App. 1994), page 2, item number 5.

2023 MAY 22 PM 4:01  
 CLERK OF COURT  
 SPARTANBURG COUNTY  
 AM. W. OX

FILED

- 6. Admit.
- 7. Admit.
- 8. Admit.

9. The Defendants' primary positions to their Motion to Dismiss states:

- a. "That Plaintiff had no privity of Contract with the Defendants and therefore could not maintain his action." This assertion is baseless because the contracts were not only with the Defendants' and Upstate Clinical Associates, but there were verbal (oral) contracts between all four of the Defendants' and Dr. Lad Santiago. Please *See Rose Elec., Inc. v. Cooler Erectors of*

*Atl., Inc.*, 418 S.C. 424, 429 (S.C. Ct. App. 2016) (“A contract is an obligation which arises from actual agreement of the parties manifested by words, oral or written, or by conduct.” *Stanley Smith & Sons v. Limestone College*, 283 S.C. 430, 433, 322 S.E.2d 474, 477 (Ct. App. 1984). “If agreement is manifested by words, the contract is said to be express.” *Id.*; see also 13 Am. Jur. 2d *Building & Constr. Contracts* § 5 (2009) (“Where the parties to a building contract have orally agreed to the terms of performance and the price, there is an express contract.” (emphasis added)). “If [the contract] is manifested by conduct, it is said to be implied.” *Stanley Smith & Sons*, 283 S.C. at 434, 322 S.E.2d at 477.”)

See *Armstrong v. Collins*, 366 S.C. 204, 222-23 (S.C. Ct. App. 2005), on page 2, item number 5. The Plaintiff does have privity of Contract, and therefore has been able to maintain his action, as has been stated herein, and as has already been stated in previous filings.

The signed documents: “Informed Consent for Treatment” and the “Irrevocable Assignment, Lien and Authorization” along with the interactions and conversations between the Plaintiff and the Defendants, and the relationship between the Plaintiff and the single member

(Plaintiff’s wife) of the LLC (Upstate Clinical Associates, LLC) by way of verbal assignment of the contracts demonstrates that privity exists. *See Exhibits A, B, C*. This demonstrates that a relationship and a contractual unfoldment that is in keeping with the the definition of privity.

Defendants’ attorney has obviously failed to understand this definition and what it entails and signifies, and more importantly, how this was achieved with the Plaintiff and his patients (Defendants) and Upstate Clinical Associates, LLC. Defendants’ Counsel fully recognized that

privity has been in existence by virtue of the fact that he had communicated with the Plaintiff consistently when attempting to reduce the Plaintiff’s fees. This conduct from the Defendants’ Counsel is a reflection that substantiates his awareness, cognition and practice of this fact.

Defendants’ counsel insists on continuing to employ the original Complaint as a means to erroneously support his contention of a lack of privity; thus employing the two Complaints so as to satisfy and promote his erroneous contention. Through the First Amended Verified

2022 MAY 22 PM 4:01  
CLERK OF COURT  
SPARTANBURG COUNTY  
AMERICAN W. COX

FILED

Complaint the question regarding privity has been addressed. In further support of the application of the concept of privity, Plaintiff offers additional commentary:

Barron's Law Dictionary by Steven H. Gifis, 1984, defines "privity" as "a relationship between parties out of which there arises some mutuality of interest," pp. 366. It further defines Privity of Contract as, "the relationship that exists between two or more contracting parties. It is essential to the maintenance of an action on any contract that there should subsist a privity between the plaintiff and defendant in respect to the matter sued on," pp. 366.

*See Fabian v. Lindsay, Appellate No. 2012-213726, at \*5 (S.C. Oct. 29, 2014) ("Black's Law Dictionary 1394 (10th ed. 2014) (defining "privity" as "[t]he connection or relationship between two parties, each having a legally recognized interest in the same subject matter (such as a transaction, proceeding, or piece of property); mutuality of interests"). South Carolina courts have equated privity with standing.")*

Plaintiff strongly objects to the assertion made by the Defendants' Counsel as to the issue of lack of privity. In fact, the details supporting the opposite position were presented earlier to the Court in Plaintiff's Motion to disqualify opposing counsel, Stephen N. Garcia, Esquire, which was filed with the Court on March 9, 2020. In the aforementioned Motion, Plaintiff explained the actions taken that support the concept of privity by virtue of the doctor-patient relationship, and by specific particulars defining the interactions between the Defendants and the Plaintiff. The applicability of the concept of privity by way of the Informed Consent was further established in the Response in Opposition to Stephen N. Garcia's Motion to Dismiss, Filed with the Court on March 9, 2020. The Defendants are obviously misguided to think and state otherwise. The following citations reveal this to be true. *See e.g., Fabian v. Lindsay*, 765 S.E.2d 132 (S.C. 2014) "Generally, one not in privity of contract with another cannot maintain an action against him in breach of contract, and any damage resulting from the breach of a contract between the defendant and a third-party is not, as such, recoverable by the plaintiff." *Windsor Green Owners Ass'n v. Allied Signal, Inc.*, 362 S.C. 12, 17, 605 S.E.2d 750, 752 (Ct.App.2004) (citation omitted). "However, if a contract is made for the benefit of a third

2023 MAY 22 PM 4:01  
CERK OF COURT  
PAINEBURG COUNTY  
WWW.COX

FILED

person, that person may enforce the contract if the contracting parties intended to create a direct, rather than an incidental or consequential, benefit to such third person." *Id.* (citation omitted).

The Plaintiff has privity in this case, but even if the Plaintiff lacked privity, the courts have found the following to be true. *See e.g., Wogan v. Kunze*, 366 S.C. 583, 604 (S.C. Ct. App. 2005) ("Generally, a third person not in privity of contract with the contracting parties has no right to enforce a contract. However, when the contract is made for the benefit of the third person, that person may enforce the contract if the contracting parties intended to create a direct, rather than an incidental or consequential, benefit to such third person.") In this case, privity also implies a fiduciary responsibility of one party to another. *See e.g., Moore v. Moore*, 360 S.C. 241, 250-51 (S.C. Ct. App. 2004) ("A fiduciary relationship is founded on the trust and confidence reposed by one person in the integrity and fidelity of another. *Ellis v. Davidson*, 358 S.C. 509, 519, 595 S.E.2d 817, 822 (Ct.App. 2004); *Regions Bank v. Schmauch*, 354 S.C. 648, 670, 582 S.E.2d 432, 444 (Ct.App. 2003); *Redwend Ltd. P'ship v. Edwards*, 354 S.C. 459, 476, 581 S.E.2d 496, 505 (Ct.App. 2003). A fiduciary relationship exists when one imposes a special confidence in another, so that the latter, in equity and good conscience, is bound to act in good faith and with due regard to the interests of the one imposing the confidence. *Hendricks v. Clemson Univ.*, 353 S.C. 449, 458, 578 S.E.2d 711, 715 (2003); *O'Shea v. Lesser*, 308 S.C. 10, 15, 416 S.E.2d 629, 631 (1992); *SSI Med. Servs., Inc. v. Cox*, 301 S.C. 498, 500, 392 S.E.2d 789, 794 (1990); *Regions Bank*, 354 S.C. at 670, 582 S.E.2d at 444; *Steele v. Victory Sav. Bank*, 295 S.C. 290, 293, 368 S.E.2d 91, 93 (Ct.App. 1988). A relationship must be more than casual to equal a fiduciary relationship. *Ellis*, 358 S.C. at 519, 595 S.E.2d at 822; *Regions Bank*, 354 S.C. at 670, 582 S.E.2d at 444; *Steele*, 295 S.C. at 293, 368 S.E.2d at 93.")

Wherefore, it is obvious that the written and verbal contracts for services and payment are between Dr. Lad Santiago and the defendants and not Upstate Clinical Associates LLC. Furthermore, during the health care delivery process, Dr. Lad Santiago was not acting as an

2023 MAY 22 PM 4:01  
CLERK OF COURT  
SPARTANBURG COUNTY  
SOUTH CAROLINA

FILED

agent for Upstate Clinical Associates LLC, instead he was acting on his own behalf as a beneficiary and only authorized the defendants to render payment to Upstate Clinical Associates LLC, as a conduit for his benefit, instead of directly to him, for the professional services that he rendered to them.

When the contract is made for the benefit of a third person, namely in this case the Plaintiff, Dr. Lad Santiago, the third person has the right to enforce the contract. *See Goode v. St. Stephens United Methodist Church*, 329 S.C. 433, 445 (S.C. Ct. App. 1997) (“Generally, a third person not in privity of contract with the contracting parties has no right to enforce a contract. However, when the contract is made for the benefit of the third person, that person may enforce the contract if the contracting parties intended to create a direct, rather than an incidental or consequential benefit to such third person. *Bob Hammond Constr. Co. v. Banks Constr. Co.*, 312 S.C. 422, 440 S.E.2d 890 (Ct.App. 1994).”)

Moreover, all of the contracts were verbally assigned to the Plaintiff, Dr. Lad Santiago, by his wife, the single member of the LLC, and as such, he has all of the rights and privileges and benefits of the assignor. Because Plaintiff was assigned all of the Defendants contracts from Upstate Clinical Associates, LLC, he is entitled to take whatever course of action was endowed upon him by virtue of the assignment. Case law has well established this fact. *See Twelfth RMA Partners, L.P. v. National Safe Corp.*, 335 S.C. 635, 639-40 (S.C. Ct. App. 1999), page 4.

b. Plaintiff agrees that the written contracts attached to the First Amended Verified Complaint was between the Defendants and Upstate Clinical Associates, LLC. Plaintiff further admits that the Defendants were obligated to pay Upstate Clinical Associates, LLC and by so doing, pay the Plaintiff, Dr. Lad Santiago. In concert with this, if the Defendants failed to pay Upstate Clinical Associates, LLC, then it (Upstate Clinical Associates, LLC) could assign the contracts to the Plaintiff, including the right to sue and collect the unpaid debts directly from the Defendants, which the Defendants were informed of, and they acknowledged that they understood this during their first visits, respectively. The Assignment of Benefits document,

2023 MAY 22 PM 4:01  
CLERK OF COURT  
SHERMANBURG COUNTY  
ANNEX W. COX

FILED

which is one of the contracts that was translated for the Defendants, contains a section of assignment that states in pertinent part: “. . . I authorize this Office to compromise, settle or otherwise resolve said claim or cause of action as they see fit.” The Defendants were fully knowledgeable of the assignment in the event of a breach of contract and the consequences for non-payment of the debt, and they agreed. Regardless of anything that might remotely be considered to bar this, Upstate Clinical Associates, LLC, through its single member, verbally assigned all of the contracts and rights to Dr. Lad Santiago, Plaintiff, to collect for breach of contract and fulfillment of the debt for healthcare services rendered by the Plaintiff, who is also the beneficiary. *See Twelfth RMA Partners, L.P. v. National Safe Corp.*, 335 S.C. 635, 639-40 (S.C. Ct. App. 1999), page 4. Please also *See Armstrong v. Collins*, 366 S.C. 204, 222-23 (S.C. Ct. App. 2005), on page 2, item number 5.

Upstate Clinical Associates, LLC had verbally/orally assigned the contracts and the right to collect to Dr. Lad Santiago, Plaintiff, who was and still is a direct beneficiary and has the right to pursue non-payment of debts owed. This has been and still is a traditional understanding in all cases where the Plaintiff was involved with Upstate Clinical Associates, LLC and where a debt was incurred by patients and owed by virtue of services rendered by the Plaintiff. Moreover, the LLC's single member, the Plaintiff's wife, had extended this right via the assignment of all of the contracts. This includes, as noted in the case citation on page 639-40 above under *See Twelfth RMA Partners, L.P. v. National Safe Corp.*, 335 S.C. 635, 639-40 (S.C. Ct. App. 1999), *Singletary v. Aetna Cas. Sur. Co.*, 316 S.C. 199, 201, 447 S.E.2d 869, 870 (Ct.App. 1994), “. . . the right to sue on the contract, as the assignor.” In fact, the Defendants' Counsel recognized this to be true throughout the process of communicating and attempting to negotiate with the Plaintiff; as his conduct was depictive and representative of this understanding, for he had addressed the Plaintiff on numerous occasions in this capacity in his attempt to extort a substantially lower fee from the Plaintiff, as he arbitrarily and capriciously tried to reduce the debt. *See Exhibit K.*

CLERK OF COURT  
SPARTANBURG COUNTY  
AMERICAN W. OX  
2023 MAY 22 PM 4: 01

FILED

c. Upstate Clinical Associates, LLC was not a party to this action. All of the contracts were assigned to the Plaintiff. Furthermore, Upstate Clinical Associates, LLC is not an indispensable party, but it maintains its autonomy and right to have filed suit against the Defendants independently of Plaintiff, Dr. Lad Santiago under its own stead but not as an indispensable party. The latter term, concept and assertion are strictly being employed by Defendants' Counsel in order to legitimize his claims and undermine the Plaintiff from his just and rightful compensation in this case.

d. Denied. All of the Plaintiffs claims were within the Statute of Limitations, although the Defendants' Attorney has misconstrued and convoluted the facts knowingly, to make it appear otherwise; thereby creating a fabricated misconception contrary to the facts of this case, and contrary to the South Carolina Statute of Limitations regarding Breach of Contract: *See S.C. Code § 15-3-530* ("Within three years:(1) an action upon a contract, obligation, or liability, express or implied, excepting those provided for in Section 15-3-520;").

The actual beginning date for the Statute of Limitations in this case is the date when the breach of contract was truly realized by the Plaintiff, and not the date when said services were performed as Defendants' Counsel is claiming. Obviously, he willfully employed a count-down date from which to begin and extend the time forward in order to create a false date, a false range, and a false impression upon which the fabricated Statute of Limitation would be based. Contrary to Defendants' attorney's misleading impression that the Statute of Limitations ensued when the services were delivered and as the dates noted on the corresponding invoices (the date upon which they were generated), the actual Statute of Limitations according to South Carolina law, *See S.C. Code § 15-3-530* ("Within three years, as previously cited, began at the point where the contractual agreement had been breached, as realized by the Plaintiff. *See Coastalstates Bank v. Hanover Homes of S.C., LLC, 759 S.E.2d 152, 156 (S.C. Ct. App. 2014)* ("An action for breach of contract must be commenced within three years. *S.C.Code Ann. § 15-3-530(1) (2005)*. Under "the discovery rule, the statute of limitations begins to run when a cause of action reasonably ought to have been

CLERK OF COURT  
SPARTANBURG COUNTY  
AMY WILCOX

2023 MAY 22 PM 4:01

FILED

discovered.” *Dean v. Ruscon Corp.*, 321 S.C. 360, 363, 468 S.E.2d 645, 647 (1996). “The discovery rule applies to breach of contract actions.” *Prince v. Liberty Life Ins. Co.*, 390 S.C. 166, 169, 700 S.E.2d 280, 282 (Ct.App.2010). “Pursuant to the discovery rule, a breach of contract action accrues not on the date of the breach, but rather on the date the aggrieved party either discovered the breach, or could or should have discovered the breach through the exercise of reasonable diligence.” *Maher v. Tietex Corp.*, 331 S.C. 371, 377, 500 S.E.2d 204, 207 (Ct.App.1998). “[T]he statute of limitations on an action on an absolute guaranty, which is conditioned only on the debtor’s default, begins to run when the obligation matures and the debtor defaults.” 38 *Am.Jur.2d Guaranty* § 96, at 1040 (2010).”) In South Carolina, the Statute of Limitations for a breach of contract is three (3) years, which in this case, occurred when the Defendants failed to respond to the final request to render payment to Upstate Clinical Associates post-settlement, which was on or around June 15, 2019, and not as previously noted in other documents as January, 2019, an obvious erratum which is hereby corrected and supported by the following exhibit. *See Exhibit D. See Coastalstates Bank v. Hanover Homes of S.C., LLC*, 759 S.E.2d 152, 156 (S.C. Ct. App. 2014) as cited immediately above.

This is also substantiated in the following citation: *See Lyons v. Fid. Nat'l Title Ins.*, 415 S.C. 115, 124-25 (S.C. Ct. App. 2015) (“South Carolina Code section 15–3–530 (1) provides for a three-year statute of limitations for “an action upon a contract, obligation, or liability, express or implied, excepting those provided for in Section 15–3–520.” S.C.Code Ann. § 15–5–530(1) (2005). Under the discovery rule, “the statute of limitations begins to run when a cause of action reasonably ought to have been discovered. The statute runs from the date the injured party either knows or should have known by the exercise of reasonable diligence that a cause of action arises from the wrongful conduct.” *Dean v. Ruscon Corp.*, 321 S.C. 360, 363, 468 S.E.2d 645, 647 (1996). “The discovery rule applies to breach of contract actions.” *Prince v. Liberty Life Ins. Co.*, 390 S.C. 166, 169, 700 S.E.2d 280, 282 (Ct.App.2010). “Pursuant to the discovery rule, a breach of contract action accrues not on the date of the

FILED  
2023 MAY 22 PM 4:02  
CLERK OF COURTY  
PARTANESBURG COUNTY  
AMY M. COX

*breach, but rather on the date the aggrieved party either discovered the breach, or could or should have discovered the breach through the exercise of reasonable diligence.” Maher v. Tietex Corp., 331 S.C. 371, 377, 500 S.E.2d 204, 207 (Ct.App.1998).”*

Here again, Defendants’ Counsel knowingly and willfully fabricated a false schema and assertion of the Statute of Limitations for a Breach of Contract. It appears that this was executed in order to create a false impression, and in the process influence and manipulate the Court with a frivolous assertion. *See SCRCF 8.4 (a)(d)(e)*

10. The Plaintiff argued that:

- a. Admit - The Plaintiff did have privity of contract with the Defendants;
- b. Admit - No other parties are necessary to maintain the action;
- c. Admit - The Statute of Limitations had not run.

11. Denied. Only one of the Pending Motions noted in Defendants’ Counsel’s Renewed

12(b)(6) Motion to Dismiss was one of the Motions that were pending. The two Motions that were pending are: the 12(b)(6) Motion to Dismiss and the Motion to Disqualify Opposing

Counsel. Furthermore, it must be noted that Defendants’ Counsel included in his Exhibit A emails of June 22, 2021 that were ex-parte between him and Judge Cole’s law clerk. Plaintiff

had not retained counsel (Plaintiff consulted with, but did not hire an attorney), and there was no entry of appearance to the Court by any attorney at or during that time. Therefore, unless

and until there is a Notice of Representation entered to the Court, Defendants’ Counsel should have included Plaintiff in all of his communications as he was on the record standing in his

own stead. This begs the question if there have been additional communications by Defendants’ Counsel ex-parte. *See SCRCF Rule 3.5 (a)(b)*.

12. Opposing Counsel stated: “On December 9, 2021 - with the prior Motions still pending - newly acquired counsel for Plaintiff filed a notice of appearance.” Defendants’ Counsel admits

herein that there are prior Motions still pending, namely: Plaintiff’s Motion to Disqualify

Opposing Counsel filed on March 9, 2020, and Defendants’ 12(b)(6) Motion to Dismiss filed on February 26, 2020.

FILED  
2023 MAY 22 PM 4:02  
CLERK OF COURTS  
SPARTANBURG COUNTY  
AND W. COX

13. Plaintiff did not directly file this Motion. Chelsea Rikard, Esq. filed the Motion to Amend Pleadings. As the record will bear, this pleading was a very specific motion to add Upstate Clinical Associates, LLC as a party to the Plaintiff's First Amended Verified Complaint. The Motion was erroneous and incorrect in its content and structure. The Motion was filed on March 7, 2022. Said motion was drafted and filed without the Plaintiff's knowledge, input, and agreement. *See Exhibit E.* The subsequent Hearing and the resultant Order contain errors and were not in alignment and lacked consistency with my position and previous court filings and our agreement. Furthermore, there are inconsistencies, discrepancies and incongruencies between the Amended Pleadings, the Court Transcript and the Order. Additionally, Plaintiff's Ex-Counsel remained mute and inactive during critical periods in her representation, thereby abandoning Plaintiff. Plaintiff is therefore compelled to contest the Motion to Amend Pleadings, the subsequent Hearing and the resultant Order that occurred respectively on the dates of March 7, 2022, May 25, 2022 and October 4, 2022, due to Ineffective Assistance of Counsel. *See Exhibit F.*

14. For the record, please note that Defendants' Counsel failed to include this Motion Amend Pleadings among the exhibits of his Renewed 12(b)(6) Motion to Dismiss, even though he refers to it. Perhaps it was omitted so that it would not be easily referenced in order to discover the fallacies stated by Defendants' Counsel, or perhaps this was an error by omission. *See Exhibit E.*

- a. Denied. Plaintiff's Ex-Counsel did not argue that it (and I quote from Defendants' Counsel): "... was necessary to add a new, unrepresented Plaintiff." These are the words of Defendants' Counsel, and are a fabrication.
- b. Denied. Plaintiff's Ex-Counsel did not argue that the, and I quote from Defendants' Counsel: "Amendment was necessary 'to address any other deficiencies.'" This is the language that the Defendants' Counsel chose to employ, albeit untrue. Plaintiff's Ex-Counsel actually stated: "... to address any other deficiencies the Court identifies...." As is apparent, the words

2023 MAY 22 PM 4:02  
CLERK OF COURT  
Spartanburg County  
AMY W. COX

FILED

that Defendants' Counsel wrote are not the words written by Plaintiff's Ex-Counsel in context as is reflected in her Motion to Amend Pleadings. Please refer to *Exhibit E*. It does not reflect what Opposing Counsel states and asserts. Moreover, as is apparent, the words were taken out of context, misquoted, and their meaning was altered to influence, manipulate and purposely mislead the Court's interpretation, so it appears. The fact is that the Plaintiff's Ex-Attorney's **Motion to Amend Pleadings** was placed within the purview of the Court, to be decided and interpreted by the Court, as it saw fit under a very specific and narrow focus and circumstance. As is apparent, this fabrication is a violation of ethical standards. *See SCRCP 8.4 (a)(d)(e)*

c. Amendment was not, and I quote from Defendants' Counsel: "... necessary to clearly state the causes of action . . . ," however, the second part of the statement is true, "... to add Upstate Clinical Associates, LLC as a Plaintiff." Defendants' Counsel is attributing a quote to Plaintiff's Ex-Counsel in her Motion to Amend Pleadings, which does not exist as he presented it. This statement is a complete fabrication by Defendants' Counsel. This is a deliberately false statement and a false attribution, and appears to be for the apparent purpose of misleading and manipulating the Court. Moreover, the words were placed in bold, black letters and within quotations as if Plaintiff's Ex-Counsel had actually written them. Specifically, Defendants' Counsel wrote that the Plaintiff's (Ex-Counsel) stated that the, and I quote: "Amendment was 'necessary to clearly state the causes of action and to add Upstate Clinical Associates, LLC as a Plaintiff.'" What Plaintiff's Ex-Counsel actually wrote was the following: "Plaintiff's Counsel has filed an appearance and now wishes to amend the pleadings to add Upstate Clinical Associates, LLC as a plaintiff and to address any other deficiencies the Court identifies, should the Court issue a ruling on Defendants' Motion prior to a ruling on the present motion." The primary purpose of the Plaintiff's Ex-Attorney's Motion to Amend the Pleadings was to add Upstate Clinical Associates, LLC as a Plaintiff to the pleadings of Plaintiff Lad Santiago. *See Exhibits E and M*. These inappropriate actions of misquotation and fabricated language on the part of Defendants' Counsel are a violation of the South Carolina Rules of Civil Procedure. *See SCRCP 8.4 (a)(d)(e)*.

CLERK OF COURT  
SARTANBURG COUNTY  
MAY 22 2023

2023 MAY 22 PM 4:02

FILED

15. Failure to present the language in the proposed Motion to Amend Pleadings is not at issue. Plaintiff's Ex-Counsel was ineffective in her performance.

16.

a. Plaintiff's Ex-Counsel failed to use the appropriate strategy, case law, and civil procedures in her representation. She also abandoned the Plaintiff, her client. As a result, the Order resulting from the Hearing will be vigorously challenged.

b. Plaintiff's Ex-Counsel failed to use the appropriate strategy, case law, and civil procedures in her representation of Plaintiff. Furthermore, Plaintiff disagrees that Upstate Clinical Associates, LLC is an indispensable party as has been previously discussed and maintained.

c. By way of stating grounds for leave to amend, does not mean that the Plaintiff admits as to the Original and Amended Complaints being defective to any extent, by failing to add an "indispensable party." This is absolutely denied. Moreover, this is a fabrication by Defendants' Counsel. The Plaintiff maintains his individual and separate interest, right, and course of action as to this case, and his status as an assignee and beneficiary in this action, which has been enumerated and explained thoroughly in this response, and is supported by case law. The Defendants' Counsel's position as regards this defectiveness is far-fetched and erroneous, and his conclusions are a far-stretch at best, and are absolutely without foundation. Furthermore, Upstate Clinical Associates, LLC is not an indispensable party, but it maintains its autonomy and right to have filed suit against the Defendants independently of Plaintiff, Dr. Lad Santiago under its own stead but not as an indispensable party; the latter term, concept and assertion are strictly being employed by Defendants' Counsel in order to legitimize his claims and undermine the Plaintiff from his just compensation in this case.

2023 MAY 22 PM 4:02  
CLERK OF COURT  
SPARTANBURG COUNTY  
SOUTH CAROLINA

FILED

d. Again, Defendants' Counsel fabricates in his attempt to alter the truth, and thereby mislead this Honorable Court. It appears that Defendants' Counsel has created the impression that the Statute of Limitations had run out for Upstate Clinical Associates, LLC. The Statute of Limitations would not have run out for either Upstate Clinical Associates, LLC or the Plaintiff, Dr. Lad Santiago, until June 15, 2022. This is based on absolute fact and it is hereby supported by the following exhibit, which demonstrates the commencement of the date of breach as being June 15, 2019. *See Exhibit D.*

e. Denied. The Plaintiff had not contradicted his prior position regarding that he was the proper Plaintiff. Plaintiff maintains that he is the proper Plaintiff because Upstate Clinical Associates, LLC had verbally/orally assigned him the contracts and with this assignment came the rights accorded thereto as a direct beneficiary. This includes his right to pursue non-payment of debts owed to Plaintiff. This principle/transfer of assignment has been and remains a traditional understanding, and a standing agreement in all cases where the Plaintiff was involved with Upstate Clinical Associates, LLC, and where a debt was incurred by patients and owed by virtue of services rendered by the Plaintiff, and where the contracts were breached. Moreover, the LLC's single member representative is his wife and she had extended this right and assignment to collect in all matters of this nature and specifically in this case. In fact, the Defendants' Counsel recognized this to be true throughout the process of communicating and attempting to negotiate with the Plaintiff, as he had addressed the Plaintiff exclusively in an attempt to extort a substantially lower fee from the Plaintiff than what was owed; a violation of Defendants' Attorney's ethical and fiduciary responsibility. This was a responsibility issued to him by his clients as regards their signed and verbal contracts that had been consummated with the Plaintiff. *See Exhibits A, B, C, G, H.* The following court decisions support this position. *See Rose Elec., Inc. v. Cooler Erectors of Atl., Inc.*, 418 S.C. 424, 429 (S.C. Ct. App. 2016), page 5. *See Twelfth RMA Partners, L.P. v. National Safe Corp.*, 335 S.C. 635, 639-40 (S.C. Ct. App. 1999), page 4.

2023 MAY 22 PM 4:02  
CLERK OF COURT  
SPARTANBURG COUNTY  
AMY WOOD

FILED

17. Denied. Plaintiff denies that “. . . the Court found in pertinent part:

a. [that] Plaintiff admits that the proposed third-party defendant, Upstate Clinical Associates, LLC is an indispensable party whose absence creates a deficiency in his pleadings.”

Plaintiff denies that the proposed, third party defendant, Upstate Clinical Associates, LLC is an indispensable party whose absence creates a deficiency in his pleadings. Upstate Clinical Associates, LLC maintains its own autonomy and right to have filed suit against the Defendants independently of Plaintiff, Dr. Lad Santiago, as that is its prerogative under its own stead, and not as an indispensable party regarding the action before the Court. Plaintiff, Dr. Lad Santiago does not control the actions and behavior of Upstate Clinical Associates, LLC. It is the latter’s choice to exercise legal actions independent of Plaintiff, Dr. Lad Santiago. The single member of Upstate Clinical Associates, LLC, his wife, extended verbal assignment of the contracts to him to collect any debts owed, as he had personally delivered the healthcare services and was and is a direct beneficiary. *See Exhibits A, B, C, G, H. See Twelfth RMA Partners, L.P. v. National Safe Corp.*, 335 S.C. 635, 639-40 (S.C. Ct. App. 1999), page 4

b. Denied. Defendants’ Counsel has falsely stated that the Statute of Limitations had run out for Upstate Clinical Associates, LLC. At the time of the Hearing which took place on May 25, 2022, The Statute of Limitations had not run out for either Upstate Clinical Associates, LLC or the Plaintiff, Dr. Lad Santiago, until June 15, 2022.

c. Denied. Contrary to Opposing Counsel’s erroneous belief and position, the Plaintiff, Dr. Lad Santiago can, and is maintaining this action, as he is the real Plaintiff and party of interest in this action. He does have interest and privity, and furthermore, he has been assigned by Elizabeth P. Hughston Santiago (his wife) as the single and only member in Upstate Clinical Associates, LLC, all of the contracts and thus, the right to collect any debts owed, and he is the recipient of benefits due him for the services delivered by him that were provided to the Defendants. In fact, Opposing Counsel has agreed with this principle as demonstrated by his

2023 MAY 22 PM 4:02  
FILED  
CLERK OF COURT  
SPARTANBURG COUNTY  
AMY

explicit conduct through his actions and therefore agreement, as he has traditionally chosen to speak with, and has exclusively spoken to, the Plaintiff, Dr. Lad Santiago about any negotiations of fees regarding the benefits that were owed and that were to be received by the Plaintiff prior to any civil action commencing. *See* Twelfth RMA Partners, L.P. v. National Safe Corp., 335 S.C. 635, 639-40 (S.C. Ct. App. 1999), page 4. *See e.g., Fabian v. Lindsay, 765 S.E.2d 132 (S.C. 2014), page 6.* The Plaintiff has privity in this case, but even if the Plaintiff lacked privity, the courts have found the following to be true. *See e.g., Wogan v. Kunze, 366 S.C. 583, 604 (S.C. Ct. App. 2005), page 7.*

d. Denied. The Plaintiff has absolute privity of contract; a matter that has already been discussed fully in previous pleadings and here in this Response, and is absolutely established and upheld by case law, cited immediately above and elsewhere in this Response. It is also contained in a previous legal memorandum: Memorandum of Law in Opposition to Defendants' Memorandum of Law in Opposition to Plaintiff's Motion to Disqualify Counsel, filed on May 19, 2020 at 3:48pm. *See Exhibit I.*

e. Denied. The previous court hearing under the Honorable H. Steven DeBerry IV did not hear this aspect of the case nor the overwhelming number of aspects noted by Opposing Counsel regarding this case. Contrary to Defendants' Counsel's mistaken statement, there is a verbal assignment of all of the Defendants' contracts that has always existed and has been discussed and noted above and also noted herein below. It establishes that the Plaintiff is an absolute beneficiary as well. The single member of the LLC, his wife, had extended a verbal assignment of the contracts to the Plaintiff, including the right to collect any debts owed. Plaintiff is also the direct beneficiary, having delivered the healthcare services to the Defendants.

2023 MAY 22 PM 4:02  
CLERK OF COURT  
SARTANBURG COUNTY  
WAYNE COX

FILED

In fact, Defendants' Counsel has agreed with this principle as demonstrated by his explicit conduct through his actions with the Plaintiff and thereby agreement. He has consistently chosen to speak with the Plaintiff, Dr. Lad Santiago about any negotiations of fees regarding the debts that were owed and the proceeds that were to be received by the Plaintiff to satisfy the debts prior to the commencement of this civil action. *See Twelfth RMA Partners, L.P. v. National Safe Corp.*, 335 S.C. 635, 639-40 (S.C. Ct. App. 1999), page 4. *See Rose Elec., Inc. v. Cooler Erectors of Atl., Inc.*, 418 S.C. 424, 429 (S.C. Ct. App. 2016), page 5.

f. Denied. Although there is no mention of the Plaintiff by name as a beneficiary in the Upstate Clinical Associates' Assignment, Lein and Authorization contracts, there has always existed an oral contract between the Plaintiff and his wife, the single member of Upstate Clinical Associates, LLC, wherein she has the right to assign any contract, including those of the Defendants. Consequently, the Plaintiff was assigned these contracts and is a beneficiary through verbal (oral) agreement, and this includes but is not limited to an assignment to pursue any failure from any patient to pay for services rendered by the Plaintiff. This agreement has existed for years and is inherent in this professional relationship, and still exists, between the Plaintiff and the single member of the LLC, his wife. This has also been thoroughly discussed in previous sections of this Response. *See Exhibits G and H. See Twelfth RMA Partners, L.P. v. National Safe Corp.*, 335 S.C. 635, 639-40 (S.C. Ct. App. 1999), page 4. *See Rose Elec., Inc. v. Cooler Erectors of Atl., Inc.*, 418 S.C. 424, 429 (S.C. Ct. App. 2016), page 5. *See e.g., Fabian v. Lindsay*, 765 S.E.2d 132 (S.C. 2014), page 6. The Plaintiff has privity in this case, but even if the Plaintiff lacked privity, the courts have found the following to be true. *See e.g., Wogan v. Kunze*, 366 S.C. 583, 604 (S.C. Ct. App. 2005), page 7.

18. The Motion to Amend the Pleadings was the only issue to be considered by the Court under the Honorable H. Steven DeBerry IV. Everything else touched upon by Opposing Counsel in his Renewed 12(b)(6) Motion to Dismiss was not being considered at the Hearing

2023 MAY 22 PM 4:02

CERK OF COURT  
SPARTANBURG COUNTY  
AMERICAN  
COURT

FILED

of May 25, 2022, nor was it supposed to be. And the Order should not have been brought up in this Renewed 12(b)(6) Motion by Defendant's Counsel. This Order is in the process of being challenged by Plaintiff.

19. Plaintiff's Ex-Counsel failed her client in many different aspects: including failure to file an appeal, failure to file for re-consideration, remaining inactive and mute on the case, and including abandonment of her client. This will be addressed in the near future. Therefore, this is not the "law of the case," as Defendants' Counsel claims. Furthermore, Plaintiff could not stand on his own behalf because although he had terminated the contract with the Plaintiff's Ex-Attorney, the presiding judge refused to sign the Order for her withdrawal. This occurred twice, and Plaintiff was unable to exercise his rights. Since Plaintiff has now been restored to stand on his own behalf, and has the right to appeal, he will do so.

20. Denied. The term "legal fallacy" as Defendants' Counsel used is not an applicable term in this situation, and therefore, is irrelevant. The Notice of Withdrawal of the Motion to Amend Pleadings was filed, however, it was "voided, clocked in error" by the Clerk of Court of Spartanburg County's Office, because at the time of its filing, Ex-Attorney for the Plaintiff was still on record with the Court, and Plaintiff could not act on his own behalf in any capacity. This Notice of Withdrawal will be re-filed. The Plaintiff does not admit that this Motion to Amend the Pleadings "... is in direct conflict and contradicts [his] previous filings." It was not his (Plaintiff's) motion, but that of his Ex-Counsel, who did so without his knowledge or input, or approval. Because of her failure to perform, she was terminated. Thus, Defendants' Counsel is highly mistaken in his commentary and conclusion. As was previously stated, this Notice will be filed again.

Opposing Counsel states that it is a "legal fallacy." Wikipedia Dictionary defines Legal Fallacy as: "An appeal to the law (argumentum ad legem in Latin) is an informal fallacy in which someone tries to encourage or defend an action purely because it is legal, or tries to

2023 MAY 22 PM 4:02  
CLERK OF COURT  
SPARTANBURG COUNTY  
AMY T. COOPER

FILED

condemn an action as morally reprehensible, purely because it is illegal.” The Notice of Withdrawal of the Motion to Amend Pleadings, is absolutely not a “legal fallacy,” as it stands on its merits as a necessary, proper and correct procedure given the circumstances noted and as was previously explained. The Notice of Withdrawal of the Motion to Amend Pleadings is imperative to exact justice, and Plaintiff is within his rights to do so, and in a manner that brings to light the incompetence and the Ineffective Assistance of Counsel.

Plaintiff does not admit to Opposing Counsel’s illogical statement and conclusion that Plaintiff “*admits*” that his Ex-Plaintiff’s Attorney’s pleadings “is in direct conflict with, and contradicts [his] previous filings.” This thinking and conclusion is wildly unreasonable, illogical, and without foundation.

21.

a. Denied. This statement is absolutely unfounded because the Plaintiff has always maintained and still maintains that he is the absolute and proper party to the action. As evident from the certified Court Transcript of the Hearing of May 25, 2022, Plaintiff’s Ex-Attorney stated the following in her precise words: “MS. RIKARD: ‘So, there’s been a bit -- there’s been a contention that there was some sort of admission by plaintiff that Upstate Clinical Associates is the only party that can recover in this action and that -- there’s been a consistent position taken, throughout the two years of this case, that Doctor Santiago was rather the only party that could recover in this action and thus those seemed to contradict each other. But I would assert, Your Honor, that if you do look in the memos that have been produced or filed in this case, no such admission has ever been made and we’re not making any such admission by way of our motion today.’” *See Exhibit L, page 13, lines 11-22.* In further support, Ms. Rikard states: “I, I, I vehemently disagree again that we’ve made any sort of admission or that Upstate Clinical Association is the only party that can recover and any reference to that position taken, . . .”  
*See Exhibit L, page 14, lines 12-15.*

2023 MAY 22 PM 4:02  
CLERK OF COURTY  
SPARTANBURG COUNTY  
AMY W. COX

FILED

The Plaintiff has not admitted and the Court has not found that an indispensable party was omitted from the Original or Amended Complaint. These are Defendants' Counsel's words and conclusions and not that of the Court. His understanding, thinking and logic are erroneous. In fact, contrary to his own statements in his Renewed 12(b)(6) Motion to Dismiss, herein as follows are his precise words from the certified Court Transcript of the Hearing of May 25, 2022, which prove that he knew and agreed that there was only one request of the Motion to Amend Pleadings: "MR. GARCIA: 'Yeah, that's -- the, the motion is -- the motion that's been filed is pretty clear that the, the only request that's been made is to add a party, to add, as a plaintiff, Upstate Clinical Associates, LLC. That's it.'" *See Exhibit L, page 17, lines 13-16.* In further support, please also see the following quote from Mr. Garcia: "'The only thing we see in the motion that's clear is that the plaintiffs intend to add or request this Court to grant them a -- the leave to add a party to this claim. . . .'" *See Exhibit L, page 18, lines 22-24.* This is a further demonstration of Defendants' Counsel's perversion of the truth through the manipulation and fabrication of language, an act that would require sanctioning and a Dismissal of Defendants' Counsel's Renewed 12(b)(6) Motion to Dismiss. *See SCRCP 8.4 (a)(1)(e), and SCRPC 4.1 Misrepresentation [1].*

Furthermore, Upstate Clinical Associates, LLC had assigned all of the contracts including the right for the Plaintiff to directly pursue any actions of collection of the debts. Plaintiff maintains that he has been assigned these contracts and therefore all of the rights by Upstate Clinical Associates, LLC by the single member of this LLC, his wife, to exercise whatever collection procedures are necessary. He is the beneficiary of any proceeds gained from the claims made in the First Amended Verified Complaint for the professional services that he rendered to the Defendants.

b. Denied. The Plaintiff's position regarding his maintenance of this action has not been affected nor has it been decided against whatsoever by the Order that resulted from the Motion to Amend Pleadings. As noted earlier in this Response: Upstate Clinical Associates, LLC had

2023 MAY 29 PM 1:02  
 FILED  
 CLERK OF COURT  
 SARTANBERG COUNTY  
 AMY V. COO

verbally/orally assigned the contracts and the rights to collect under the contracts to Dr. Lad Santiago, Plaintiff, who was and still is a direct beneficiary and his right to pursue non-payment of debts. This has been and still is the traditional understanding in all cases where the Plaintiff was involved with Upstate Clinical Associates, LLC, and where a debt was incurred by patients and owed by virtue of services rendered by the Plaintiff. Moreover, the LLC's single member, the Plaintiff's wife, had extended this right via assignment of the contracts to the Plaintiff. This includes, as noted in the case citation above in answer to item 9b. on page 4, under *See Twelfth RMA Partners, L.P. v. National Safe Corp.*, 335 S.C. 635, 639-40 (S.C. Ct. App. 1999) - *Singletary v. Aetna Cas. Sur. Co.*, 316 S.C. 199, 201, 447 S.E.2d 869, 870 (Ct.App. 1994), "... the right to sue on the contract, as the assignor." In fact, the Defendants Counsel recognized this to be true throughout the process of communicating with and attempting to negotiate with the Plaintiff, as was evident by his conduct, depictive and representative of this understanding, as he had addressed the Plaintiff numerous times in his attempt to extort a substantially lower fee from the Plaintiff.

c. Denied. Plaintiff does not admit to anything in 21c. Defendants' Counsel holds an erroneous belief and perspective, "[t]hat the findings of the Court coupled with the Plaintiff's admissions support dismissal of the Plaintiff's action; . . .," which Plaintiff firmly does not agree with and does not admit. Defendants' Counsel's statement regarding the findings of the Court as a result of the Hearing with the Honorable H. Steven DeBerry IV, appears to be patently absurd, implausible, and without merit or substance. The Court's findings did not reach any such conclusion in the ORDER as the hearing was strictly, exclusively and primarily about a Motion to Amend Pleadings to add Upstate Clinical Associates, LLC to this action, and secondarily, "... to address any other deficiencies the Court identifies. . . ." Defendants' Counsel appears to have taken liberties of interpretation that were beyond the scope of the Hearing, and as such, Defendants' Counsel appears to be imagining facts that do not exist; thereby supplanting the truth with fabrications. Per the actual ORDER, the only pertinent

CLERK OF COURT  
SPARTANBURG COUNTY  
JANET W. COX

2023 MAY 22 PM 4:02

FILED

statement that was written is as follows: "NOW THEREFORE IT IS ORDERED, ADJUDGED AND DECREED that Plaintiff's motion for leave to amend is denied, and Plaintiff's converted motion for joinder of an unrepresented party is denied. IT IS SO ORDERED." Therefore, the findings of the Court as to Ex-Attorney Chelsea Rikard's pleading to amend the complaint do not support dismissal and are not even pertinent to the (untruthful) assertions being made by Defendants' Counsel. Again, this appears to be an attempt to deceive the Court in order to manipulate her into rendering a decision contrary to truth and justice. The facts and the findings of the Court did not support dismissal of Plaintiff's action. This is a legal fallacy. Furthermore, this is another example of Defendants' Counsel trying this case as a 12(b)(6) Motion to Dismiss, which is contrary to well established case law.

2023 MAY 22 PM 4:02  
CLERK OF COURT  
SPARTANBURG COUNTY  
AMERICAN COX

FILED

**GROUND FOR DENIAL OF DEFENDANTS' COUNSEL'S  
RENEWED 12(b)(6) MOTION TO DISMISS:**

Given the aforementioned and foregoing facts and conclusions, the Plaintiff files this Response to deny the Defendants' Renewed 12(b)(6) Motion to Dismiss on the grounds hereinafter stated:

**Distortions of the truth, Frivolous action:**

1. It is obvious that Defendants' Counsel has convoluted, contorted and misapplied essential facts in this Renewed 12(b)(6) Motion to Dismiss, and has drawn conclusions that are blatantly off-base, and therefore, brings into serious question the validity of this Renewed 12(b)(6) Motion to Dismiss. In fact, given all of the facts contained herein, it demonstrates this Motion's inviability as a legitimate course of action to be undertaken and presented to this Honorable Court. To further support the denial of Defendants' Counsel's Renewed 12(b)(6) Motion to Dismiss, I offer the following: Stephen N. Garcia knowingly and willfully made numerous false statements to this tribunal and brought a frivolous defense when he stated " . . . the Complaint fails to state facts sufficient to constitute a cause of action," and " . . . that payment for same was

immediately due upon receipt of treatment," in his motion to dismiss, among other misleading false statements, as noted heretofore. See S.C. R. Prof'l. Cond. 3.3 "Candor toward the Tribunal (a) A lawyer shall not knowingly: (1) make a false statement of fact or law to a tribunal or fail to correct a false statement of material fact or law previously made to the tribunal by the lawyer." S.C. R. Defendants' Counsel asserted a pleading in this case that is baseless and without foundation, and therefore frivolous. See Prof'l. Cond. 3.1 "A lawyer shall not bring or defend a proceeding, or assert or controvert an issue therein, unless there is a basis in law and fact for doing so that is not frivolous." See Runyon v. Wright, 322 S.C. 15, 19 (S.C. 1996) ("Under this Rule, a party and/or the party's attorney may be sanctioned for filing a frivolous pleading, motion, or other paper, or for making frivolous arguments. See Link v. School District of Pickens County, 302 S.C. 1, 393 S.E.2d 176 (1990). The party and/or attorney may also be sanctioned for filing a pleading, motion, or other paper in bad faith (i.e., to cause unnecessary delay) whether or not there is good ground to support it. See Johnson v. Dailey, 318 S.C. 318, 457 S.E.2d 613 (1995). The sanction may include an order to pay the reasonable costs and attorney's fees incurred by the party or parties defending against the frivolous action or action brought in bad faith, a reasonable fine to be paid to the court, or a directive of a nonmonetary nature designed to deter the party or the party's attorney from bringing any future frivolous action or action in bad faith. Further, if appropriate under the facts of the case, the court may order a party and/or the party's attorney to pay a reasonable monetary penalty to the party or parties defending against the frivolous action or action brought in bad faith. Rule 11(a), SCRPC.") See State v. Wright, 271 S.C. 534, 538 (S.C. 1978) ("The advocate may urge any permissible construction of the law favorable to his client, without regard to his professional opinion as to the likelihood that the construction will ultimately prevail. His conduct is within the bounds of the law, and therefore permissible, if the position taken is supported by the law or is supportable by a good faith argument for an extension, modification, or reversal of the law. However, a lawyer is not justified in asserting a position in litigation that is frivolous.") Stephen N. Garcia should be disqualified from

CLERK OF COURT  
SOUTH CAROLINA  
JUN 23 2022 4:00 PM  
MAY 22 2022 4:00 PM  
MAY 22 2022 4:00 PM

FILED

representing the defendants for flagrantly violating ethical rules. *See S.C. R. Prof'l. Cond.*

3.3 "Candor toward the Tribunal (a) A lawyer shall not knowingly: (1) make a false statement of fact or law to a tribunal or fail to correct a false statement of material fact or law previously made to the tribunal by the lawyer." As a result, his Renewed 12(b)(6) Motion to Dismiss should be denied.

**Lack of Affidavits:**

2. It is common knowledge that a Motion to Dismiss that is not supported with an affidavit is insufficient to support granting the motion. *See Trinsey v. Pagliaro, 229 F. Supp. 647, 649 E.D. Pa. 1964* "The defendants' motion to dismiss for failure to state a claim unsupported by affidavits or depositions is incomplete because it requests this Court to consider facts outside the record which have not been presented in the form required by Rules 12(b)(6) and 56(c). Statements of counsel in their briefs or argument while enlightening to the Court are not sufficient for purposes of granting a motion to dismiss or summary judgment." In this case, Mr. Stephen N. Garcia, Esq. failed to produce an affidavit by a competent witness to support his motion. To date, the defendants have failed to support any of their defenses by oath or affirmation.

2023 MAY 22 PM 4: 02  
CLERK OF COURT  
SPRINGBURG COUNTY  
ANDY W. COX

FILED

**Twombly-Iqbal Standard and Bar:**

3. Moreover, Defendants' Counsel has failed to meet the Twombly-Iqbal Standard wherein he would have to prove that the First Amended Verified Complaint and its claims have not surpassed the bar of conceivability. Obviously, he has not taken into account this Standard and its application to this case. In fact, the First Amended Verified Complaint has demonstrated on its face that its claims are not only conceivable, but have entered the realm of being plausible and even more so, probable. On this basis alone, the Renewed 12(b)(6) Motion to Dismiss should be denied. *See Speaker v. U.S. D. H. S, 623 F.3d 1371, 1380 (11th Cir. 2010)* ("In Twombly, the Supreme Court distinguished "plausible" claims from allegations that were

*merely "conceivable," and stated that the Court "[did] not require heightened fact pleading of specifics, but only enough facts to state a claim to relief that is plausible on its face." Id. at 570, 127 S.Ct. at 1974. The Supreme Court explained that a complaint "does not need detailed factual allegations," but the allegations "must be enough to raise a right to relief above the speculative level." Id. at 555, 127 S.Ct. at 1964-65. Furthermore, "a well-pleaded complaint may proceed even if it strikes a savvy judge that actual proof of those facts is improbable, and that a recovery is very remote and unlikely." Id. at 556, 127 S.Ct. at 1965 (quotation marks omitted).") See *Speaker v. U.S. D. H. S.*, 623 F.3d 1371, 1380 (11th Cir. 2010) ("Subsequently, in *Iqbal* the Supreme Court clarified that "[a] claim has facial plausibility when the plaintiff pleads factual content that allows the court to draw the reasonable inference that the defendant is liable for the misconduct alleged." Id. at 1949; see also *Watts v. Fla. Int'l Univ.*, 495 F.3d 1289, 1295-96 (11th Cir. 2007) ("The Court has instructed us that the rule 'does not impose a probability requirement at the pleading stage,' but instead 'simply calls for enough fact to raise a reasonable expectation that discovery will reveal evidence of the necessary element.") (quoting *Twombly*, 550 U.S. at 556, 127 S.Ct. at 1965). Given the *Twombly* and *Iqbal* plausibility standard, we turn to whether *Speaker's* Amended Complaint states a claim under the Privacy Act.")*

2023 MAY 22 PM 4:02  
FILED  
CLERK OF COURT  
SPARTANBURG COUNTY  
AMY W. SOX

**Using a 12(b)(6) Motion to Dismiss to Try a Case:**

4. Furthermore, he is attempting to use his Renewed 12(b)(6) Motion to Dismiss to try this case which is inappropriate, non-applicable and in opposition to well-established case law. See *Skydive Myrtle Beach, Inc. v. Horry Cnty.*, 426 S.C. 175, 180-81 (S.C. 2019) ("Rule 12(b)(6) permits the trial court to address the sufficiency of a pleading stating a claim; it is not a vehicle for addressing the underlying merits of the claim. See, e.g., *Charleston Cty. Sch. Dist. v. Harrell*, 393 S.C. 552, 557, 713 S.E.2d 604, 607 (2011) ("In considering a motion to dismiss pursuant to Rule 12(b)(6), SCRPC, the circuit court must base its ruling solely upon the allegations set forth on the face of the complaint."); *Brown v. Leverette*, 291 S.C. 364,

366, 353 S.E.2d 697, 698 (1987) ("... solely upon the allegations set forth on the face of the complaint"); see also *Bell Atl. Corp. v. Twombly*, 550 U.S. 544, 556, 127 S.Ct. 1955, 1965, 167 L.Ed.2d 929, 940-41 (2007) ("[A] well-pleaded complaint may proceed even if it strikes a savvy judge that actual proof of those facts is improbable, and that a recovery is very remote and unlikely.") (internal quotations omitted); *Republican Party of N. Carolina v. Martin*, 980 F.2d 943, 952 (4th Cir. 1992) ("A motion to dismiss under Rule 12(b)(6) tests the sufficiency of a complaint; importantly, it does not resolve contests surrounding the facts, the merits of a claim, or the applicability of defenses."). At the Rule 12 stage, therefore, the first decision for the trial court is to decide only whether the pleading states a claim. Skydive was—any plaintiff is—entitled to litigate the validity of its original pleading without having to convince the trial court of the merits of its underlying claim. If the trial court rules there has been a "failure to state facts sufficient to constitute a cause of action," then the question could become whether the plaintiff wishes to challenge the ruling by filing a Rule 59(e), SCRC motion. Filing a Rule 59(e) motion is not an option, however, unless the plaintiff has a legitimate argument the trial court erred in finding the complaint deficient. See Rule 11(a), SCRCP ("The ... signature of an attorney ... constitutes a certificate by him that ... there is good ground to support [the pleading] ...."). Plaintiff's counsel will often decide in the course of litigating the validity of the original complaint that the complaint actually was deficient. But even if a plaintiff has an argument the complaint was valid, filing a Rule 59(e) motion is not a mandatory option. Skydive was—any plaintiff is—entitled to accept the court's ruling the original complaint was deficient, and replead in an attempt to fix the deficiency.")

2023 MAY 22 PM 4:02

CLERK OF COURT  
PARSONS COUNTY  
MAY, OOK

FILED

**Relief on any Theory:**

5. Even conceding to the most favorable of circumstances to the Defendants' 12(b)(6) Motion to Dismiss, the courts have held that a motion to dismiss a complaint based on a failure to state the facts sufficient to constitute a cause of action, would still entitle the plaintiff to relief on any theory regardless of any doubt that the claim might succeed, and

therefore the court should not dismiss the complaint, and as a result, it would deny the Defendants' Counsel any attempt for dismissal. Clearly, however, in Plaintiff's First Amended Verified Complaint, there are sufficient facts to constitute a cause of action, contrary to Defendants' Counsel's false allegations. *See McNeil v. S.C. Dep't of Corr., Appellate No. 2011-202887, at \*3 (S.C. Ct. App. May 1, 2013)* ("When reviewing the dismissal of an action pursuant to Rule 12(b)(6), SCRPC, this court applies the same standard of review as the trial court. *Doe v. Marion, 373 S.C. 390, 395, 645 S.E.2d 245, 247 (2007)*. "In considering a motion to dismiss a complaint based on a failure to state facts sufficient to constitute a cause of action, the trial court must base its ruling solely on allegations set forth in the complaint." *Id.* Dismissal under Rule 12(b)(6) is improper if the facts alleged and inferences reasonably deducible therefrom, when viewed in the light most favorable to the plaintiff, would entitle the plaintiff to relief on any theory. *Id.* The court should not dismiss the complaint merely because it doubts the plaintiff will prevail in the action. *Id.*") *See McCormick v. England, 328 S.C. 627, 632, 494 S.E.2d 431, 433 (Ct.App. 1997)*. A ruling on a motion to dismiss a claim must be based solely on the allegations set forth on the face of the claim. *Id.* at 632-33, 494 S.E.2d at 433. The motion cannot be sustained if the acts alleged and the inferences reasonably deductible therefrom would entitle the plaintiff to any relief on any theory of the case. *Id.* at 633, 494 S.E.2d at 433.")

On this basis alone, but in concert with the prior grounds combined that are made herein, makes the Plaintiff's reasons to deny Defendants' Motion to Dismiss far more prominent and certain. After considering the facts regarding the aforementioned specific considerations, individually and separately, and as regards any one them alone, the Renewed 12(b)(6) Motion to Dismiss would have to be denied. However, when taking into account all of the grounds heretofore noted, this Renewed 12(b)(6) Motion to Dismiss does not meet the standards expected and set forth. Therefore, it is not applicable to this case and should not be granted.

FILED  
2023 MAY 22 PM 4:02  
CLERK OF COURT  
SPARTANBURG COUNTY  
AMY W. COX

**SUMMARY**

Stephen N. Garcia, as the attorney for the Defendants in this case, was aware that the Defendants had sustained bodily injuries due to a vehicular accident and he was also aware that they had incurred a legitimate debt owed to the Plaintiff for professional health care services rendered as a result of these injuries. The invoices reflecting these services were used to establish the severity of the injuries to his clients, and thus they greatly assisted Defendants' Counsel in making the case to the opposing insurance company of the legitimacy and the severity of the injuries sustained. However, after having received the settlement funds from the opposing insurance company, Defendants' Counsel had advised his clients not to make payment, and as their attorney, he chose not to resolve their debt, although he was ethically and legally bound to do so. Instead, he chose to obstruct payment of a legitimate debt, although he had legal instruments instructing him to do otherwise, and which prior to settlement, he had agreed to comply with. In fact, because they have apparently had problems with this type of issue in the State of Georgia, they have instituted a Bar Rule to prevent this from happening. Georgia Bar Rule, 1.15 (I) states: "a lawyer may not disregard a third person's interest in funds or other property in the lawyer's possession if: 1. The interest is known to the lawyer, and 2. The interest is based upon one of the following: a statutory lien; a final judgment addressing disposition of those funds or property; or a written agreement by the client or the lawyer on behalf of the client guaranteeing payment out of those funds or property." Additionally, the Bar Rule states: ". . . when in the course of representation a lawyer is in possession of funds or other property in which both the lawyer and a client or a third person claim interest, the property shall be kept separate by the lawyer until there is an accounting and severance of their interests." Additionally, it states that: "(c) Upon receiving funds or other property in which a client or third person has an interest, a lawyer shall promptly notify the client or third person. Except as stated in this rule or otherwise permitted by law or by agreement with the client, a lawyer shall promptly deliver to the client or third person any funds or other property that the client or third person is entitled to receive and, upon request by the client or third person, shall

2023 MAY 22 PM 1:02  
CLERK OF COURT  
SPRINGFIELD COUNTY  
AMY W. BOYD

FILED

promptly render a full accounting regarding such property.” Even though this is a different jurisdiction, a neighboring state, the above rules cited herein should be adhered to in every state. Obviously, it was not adhered to by the Defendants’ Counsel for he demonstrated total disregard for what would be just and proper. Because Defendants’ Counsel was unable to obtain agreement from the Plaintiff to accept an amount of \$5,214.00 less, instead of Defendants’ Counsel paying the legitimate debt of \$17,990.00 on behalf of his clients, he decided vindictively not to pay any of the debt, whatsoever. In fact, he conveyed to the Plaintiff that he would advise his clients - the Defendants, never to pay the debt in full, although he had stated that he would surrender the funds to the Court, and that the Defendants and Plaintiff would have to address the Court for resolution. *See Exhibits J and K.* Instead, he decided not to surrender the funds to the Court. Defendants’ Counsel took the amount owed to him as compensation for his legal services from the insurance proceeds, and also paid his clients from the remainder of the proceeds received, but purposefully did not pay the Plaintiff anything; a clear act or case of unjust enrichment. There is no assurance that the total amount due of \$17,990.00 has been and continues to be in the Defendants’ Attorney’s trust account as he had initially asserted that it would be. Consequently, the Plaintiff has never received one penny to this day for all of his efforts, which is now more than four years.

Although Plaintiff attempted to collect the debt from the Defendants, the Defendants did not heed the requests made for payment as they were under clear instruction by their attorney not to comply. *See Exhibit J.* Defendants’ Attorney knew full-well that the Plaintiff had privity in this relationship. The Defendants’ Attorney, by his conduct in addressing the Plaintiff in fee-lowering negotiations, as he addressed the Plaintiff regarding this issue on several occasions in an attempt to extort a substantially lower fee from the Plaintiff. Therefore, he was aware that the Plaintiff was a third party beneficiary as a result of the Defendants’ relationship with Upstate Clinical Associates, LLC and the Plaintiff, but the Defendants’ Attorney refused to honor payment of funds. It was this refusal of payment of the aforementioned funds by both the attorney and the Defendants that caused this litigation to

2023 MAY 22 PM 4:02  
CLERK OF COURT  
PART 1 AND 2  
AMITY, OK

FILED

begin. Furthermore, the Plaintiff has been the beneficiary and was also assigned the contracts with all of the rights of the assignor, allowing him to pursue the payment of these debts. Unfortunately, the Defendants' Attorney has chosen to employ his knowledge of the law, as evident by his misleading pleadings, to bar the Plaintiff from being made whole, to defraud the Plaintiff of his rightful earnings, and to obstruct Justice in the process.

Defendants' Counsel has been obstinate in pursuing this action, even though it was and is ill-considered and noxious. As an Attorney, this goes beyond the realm of zealous advocacy, it goes into the realm of legal abuse. As an Attorney who practices law in South Carolina, it is abundantly evident that the Defendants' Counsel has violated his ethical responsibilities. He has filed a frivolous action to falsely advance his and his clients' interest, knowing full well that his actions were ill-considered and ill-advised and that it would waste the Court's precious and valuable time.

Wherefore, for all the foregoing reasons this court should not dismiss my First Amended Verified Complaint.

### CONCLUSION

**WHEREFORE**, Plaintiff prays:

1. For all of the aforementioned reasons, that this court deny Defendants' Renewed 12(b)(6) Motion to Dismiss.
2. That the Defendant, Oscar Avila Hernandez's Renewed 12(b)(6) Motion to Dismiss be denied.
3. That Defendant Angelica Calderilla Corona's Renewed 12(b)(6) Motion to Dismiss be denied.
4. That Defendant Minor Child ALA's Renewed 12(b)(6) Motion to Dismiss be denied.
5. That Defendant Minor Child, JA's Renewed 12(b)(6) Motion to Dismiss be denied.
6. That Judgment in the amount of \$17,990.00 be awarded to the Plaintiff against the Defendants: Oscar Avila Hernandez, Angelica Calderilla Corona, ALA, and JA.
7. That Judgment be rendered for the Plaintiff against the Defendants for all court costs, attorney fees, legal costs, and any other costs that are incurred in bringing and prosecuting this action.
8. That Defendants pay for any and all other expenses, losses and damages incurred in perfecting this action.

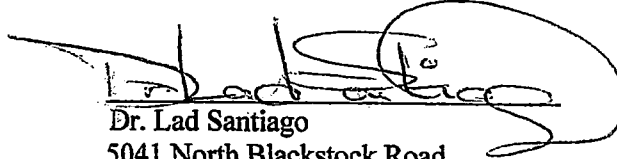
2023 MAY 22 PM 4: 02  
CLERK OF COURT  
SPARTANBURG COUNTY  
AMY W. COX

FILED

9. And for such other and further relief as the Court may deem reasonable and just under the circumstances.

Date: May 22, 2023.

Response in Opposition to Defendants' Renewed 12(b)(6) Motion to Dismiss is hereby filed with the Spartanburg County Clerk of Court.



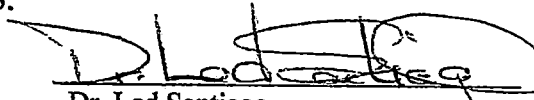
Dr. Lad Santiago  
5041 North Blackstock Road  
Spartanburg, South Carolina 29303  
(864) 357-9553  
drladsantiago@gmail.com

Certificate of Service

I hereby certify that a true and exact copy of the foregoing has been served upon Stephen N. Garcia, Esquire via the U.S. Post Office:

Stephen N. Garcia, Esquire  
604 Pettigru Street  
Greenville, South Carolina 29601

on this 22<sup>nd</sup> day of May, 2023.



Dr. Lad Santiago  
5041 North Blackstock Road  
Spartanburg, South Carolina 29303  
(864)357-9553

2023 MAY 22 PM 4:02  
FILED  
CLERK OF COURT  
SPARTANBURG COUNTY  
AMY W. COX