

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM HORRY COUNTY
Court of Common Pleas
Kirsti F. Curtis, Circuit Court Judge

Appellate Case No. 2023-000569

Case No. 2019-CP-26-07075

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SC Court of Appeals

Meswaet Abel, as Personal Representative of the Estate
of Zerihun Wolde and as Natural Parent and Legal
Guardian of Adam Wolde and Wubit Wolde, ...

Respondent,

v.

Lack's Beach Service, Inc., City of Myrtle Beach, and
Joe Doe Lifeguard, Defendants,

Of which Lack's Beach Service, Inc. is the.....

Appellant,

**RECORD ON APPEAL
VOLUME V**

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Certificate of Counsel

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE 15TH JUDICIAL CIRCUIT
COUNTY OF HORRY	)	CASE NO.: 2019-CP-26-07075
	)	
MESWAET ABEL, AS PERSONAL	)	
REPRESENTATIVE OF THE ESTATE	)	
OF ZERIHUN WOLDE AND AS	)	
NATURAL PARENT AND LEGAL	)	
GUARDIAN OF ADAM WOLDE AND	)	
WUBIT WOLDE,	)	
	)	
Plaintiff,	)	PLAINTIFF'S MEMORANDUM
	)	IN OPPOSITION TO DEFENDANT
v.	)	LACK'S BEACH SERVICE'S MOTION
	)	FOR PARTIAL SUMMARY JUDGMENT
LACK'S BEACH SERVICE, CITY OF	)	AS TO DUAL ROLE
MYRTLE BEACH, AND JOHN DOE	)	
LIFEGUARD,	)	
	)	
Defendants.	)	
	)	

Plaintiff Meswaet Abel, as personal representative of the estate of Zerihun Wolde, and as natural parent and legal guardian of Adam Wolde and Wubit Wolde, submits the instant memorandum opposing Defendant Lack's Beach Services Motions for Partial Summary Judgment, filed June 17, 2022. Despite its hazardous beach safety practices, Lack's seeks summary judgment on Plaintiff's claims pertaining to its dual role lifeguarding model. But as argued in Plaintiff's Memorandum in Opposition to the City's Motion for Summary Judgment, Defendants' dual role practice is overwhelmingly relevant to the City and Lack's negligence in creating the hazardous situation that resulted in the tragic loss of Mr. Wolde. Lack's attempt at partial summary judgment on this ground finds no support in the record or the law. It should, therefore, be denied.

BACKGROUND

Lifeguarding services in the United States have been an important form of public safety since the 1800s. The first lifeguard service was established in 1912 to prevent injury and drowning

incidents at aquatic settings in the United States. (Ex. 1, CDC Study, p. 3). In 1964, the United States Lifesaving Association (USLA) was formed to standardize lifeguard practices and improve professionalism among beach lifeguard organizations around the country. (*Id.* at p. 4). The USLA continuously studies drowning incidents and compiles statistics to prevent drownings. From 1988-1997, the USLA recorded fewer than 100 drownings with more than 75% of those drownings occurring at beaches that were not guarded. (*Id.*). USLA statistics further indicate the chance of drowning at a beach protected by lifeguards trained under USLA standards is *less than one in 18 million per year*. (*Id.* at p. 1 (emphasis added)).

Regrettably, the number of drownings that have occurred in Myrtle Beach since the City and Lack's Beach Service began providing lifeguard services is alarmingly high when compared to other public beaches. For example, Edisto Beach, which is unguarded, only had one drowning death from a rip current from 2001 through 2012. (*See* Ex. 2, Strategies to Reduce Ocean Drowning Occurrences in Myrtle Beach, p. 75). Based on published reports, there have been three such drowning on the City's beach in the *last month* alone. This fact is of particular concern considering this case was to be tried on June 20, 2022 but was continued at the Defendants' request. If a verdict had been reached during the June term of court, the three drowning deaths that have occurred since Defendants' continuance may very well have been prevented.

Also preventable was the tragic death of Mr. Wolde, a forty-one-year-old father of four, who drowned at the City's beach while swimming with his children. The record in this case contains overwhelming evidence that Lack's operated its for-profit lifeguard business in a dangerous and unsafe manner. Even more troubling is the overwhelming evidence proving both the City and Lack's knew the manner in which they provided lifeguard services would result in drowning deaths.

In 2008, Defendants' lifeguard operation had its certification suspended by the USLA because their lifeguard model was unsafe: it required their lifeguards to take their eyes off the water to simultaneously generate revenue from renting beach chairs and umbrellas. (*See* Ex. 3, 2008 Revocation Letter). It is universally accepted within the aquatic safety community that this type of dual role operation violates the standard of care and places beachgoers at risk of drowning. The Center for Disease Control cautions that "[l]ifeguards assigned to supervise an aquatic area shall not be subject to duties that would distract or intrude their attention from proper observation of persons in the waterfront area." (Ex. 1, p. 8). And "[s]pecifically, lifeguards assigned to water surveillance shall not be assigned to any duties other than public safety." (*Id.*). The CDC further states: "it is clear . . . that swimming facilities must be staffed adequately to ensure effective and continuous patron surveillance, and that lifeguards should be given *no other task* that would distract them from this work." (*Id.* at p.7).

Notwithstanding the known dangers of Defendants' dual role lifeguarding, Lack's continued the practice anyway. Lack's maintains there is no evidence that its lifeguards were engaged in selling merchandise at the time of Mr. Wolde's death. This is misleading. Lack's merchandise sales receipts prove the lifeguards in the proximity to the Wolde family sold commercial goods throughout the day. (*See* Ex. 4, Lack's Sales Receipts). That Lack's lifeguards were engaged in selling beach merchandise instead of watching out for Mr. Wolde or his children is also readily established by the fact that not one lifeguard came to the Wolde family's aid—despite their visual distress and their cries for help. More specifically, the lifeguards never entered the water to assist Mr. Wolde or his children, never helped to get the family out of the water, and never timely responded to provide even basic rescue efforts while Mr. Wolde lay dying on the beach.

STANDARD OF REVIEW

“Summary judgment should not be granted except where it is perfectly clear that no genuine issue of material fact exists and an inquiry into the facts is not desirable to clarify application of the law.” *Grooms v. Marlboro County School Dist.*, 307 S.C. 310, 311, 414 S.E.2d 802, 803 (Ct. App. 1992). Furthermore, to determine “whether any triable issue of fact exists, the evidence and all inferences which can reasonably be drawn therefrom must be viewed in the light most favorable to the nonmoving party.” *Pye v. Estate of Fox*, 369 S.C. 555, 563, 633 S.E.2d 505, 509 (2006).

ARGUMENT

I. At a minimum, whether Lack’s lifeguards were engaged in selling beach merchandise at the time of Mr. Wolde’s drowning is a question for the jury.

Lack’s sole argument in favor of partial summary judgment on its unsafe dual role practice is not based on any evidence. This is contrary to the summary judgment standard and in fact, the argument advanced by Lack’s—*i.e.*, that there is no evidence that the lifeguards were engaged in selling beach merchandise at the time of Mr. Wolde’s drowning—actually supports Plaintiff’s claims. Despite Lack’s assertions, there is no evidence that the lifeguards were *not* engaged in selling beach merchandise at the time the Wolde family sought and never received lifeguard assistance in the water. Indeed, the utter lack of lifeguard response *is* evidence that the lifeguards were engaged in selling beach merchandise. If they were not, they would have been watching the Wolde family and they would have responded to their cries for help. It is certainly reasonable for a jury to conclude that Lack’s lifeguards were performing the revenue-generating part of their job because there is *no evidence* they performed the lifeguard services part of their job.

In fact, there is evidence Lack’s lifeguards were performing their revenue-generating role of selling beach merchandise. Conveniently, Lack’s overlooks the August 24, 2018 sales records

establishing the lifeguards that were supposed to be protecting Mr. Wolde instead made nearly \$1,200.00 in sales that day. (See Ex. 4, Lack's Beach Sales Chart). According to the sales records, on the day of Mr. Wolde's drowning, the lifeguards working at L21 generated approximately \$571.50, with the lifeguards at L22 generating \$447.00 and those at L20 generating \$155.00. (*Id.*) In total, the three lifeguard stations closest to the Wolde family generated \$1,173.50 from the sale of beach chairs and umbrellas—even with the beach closing early that day. This evidence supports the reasonable inference that the lifeguards who were supposed to be protecting the Wolde family from hazardous rip currents were instead making commercial sales.

Contrary to Lack's contention, Plaintiff's liability expert, Dr. Thomas Griffiths, testified there was evidence that Lack's lifeguards were selling merchandise and that this was a concurrent cause of Mr. Wolde's drowning. (Ex. 5, Griffiths, June 15, 2022, 231:6-232:10). Dr. Griffiths specifically states that the sales receipts from L20, L21, and L22 "exemplif[y] and highlight[] the fact that sales were taking place during the day." (*Id.* at 232:2-10). Dr. Griffiths goes on to state that "So all three were engaged in sales. And I would say . . . that dual role, in part, led to the accident, because . . . they were all renting merchandise as well." (*Id.*). Thus, Dr. Griffiths provides yet additional evidence from which a jury could conclude that Lack's lifeguards were engaged in commercial activities and that this conduct was a cause of Mr. Wolde's death.

Lack's attempt to justify its lack of response by offering a number of "possibilities" as to what its lifeguards may have been doing is unavailing. There is zero evidence suggesting the lifeguards were engaged in any of the "possibilities" referenced. (See Lack's Motion on Dual Role at p. 8). Lack's even goes so far as to claim that its lifeguards could have been "temporarily daydreaming and/or distracted by 'internal noise.'" (*Id.*). But if daydreaming and internal noise

is as commonplace as Lack's maintains, it should not distract a lifeguard from its primary role of providing lifeguard protection to those in need.

In referencing random possibilities lacking any support in the record, Lack's again overlooks concrete evidence that: 1) the lifeguards had two duties: to sell beach merchandise and provide lifeguard protection to swimmers in the water; 2) the lifeguards were incentivized to sell merchandise; 3) the lifeguards did engage in making sales on the day of Mr. Wolde's death; and 3) the lifeguards never responded to Mr. Wolde. Where Lack's lifeguards have two competing duties and there is evidence one of these duties—selling merchandise—was undertaken when the other duty—saving Mr. Wolde—was not, this suggests the lifeguards were engaged in selling merchandise at the time of Mr. Wolde's tragic drowning. To the extent reasonable minds could differ on this issue, summary judgment is premature.

Critically, Lack's repeatedly overlooks the uncontested fact that none of its lifeguards rendered any response to Mr. Wolde. This is direct evidence that the lifeguards failed to do their job. A primary element of a negligence claim is breach of duty by a negligent act *or omission*..." *Grier v. AMISUB of SC, Inc.*, 725 S.E.2d 693 (2012). Lack of any response is an omission and one which the evidence attributes to Lack's dual role practice. While there is evidence that the lifeguards were selling merchandise under their dual role job duties on the day of Mr. Wolde's drowning, there is *no evidence that they were not*. The lack of evidence referenced by Lack's is insufficient to meet its burden under the Rule 56(c) standard.

As to Lack's assertion that there is no evidence as to the length of time that passed from Mr. Wolde's distress to the time he submerged, this too is a mischaracterization. The testimony in this case demonstrates Mr. Wolde's distress before drowning occurred over a period of time which included enough time for Mr. Wolde to yell and waive for help. There was also enough

time for Mr. Wolde's children to yell and waive for help, and even enough time for bystanders to yell for help. Further, Dr. Griffiths testified that Mr. Wolde was a distressed swimmer before he drowned—meaning Lack's lifeguards should have observed his distress with enough time to respond:

- Q. Does the literature differentiate between silent drownings and distressed swimmer drownings?
- A. That's a good point. The progression, there is a progression in drowning. If you're a non-swimmer, most non-swimmers enter into a drowning scenario very quickly which is quick, quiet and subtle. They can't cry out for help. There's very few visual signs of drowning. Someone who can swim first becomes distressed and when they're distressed they can call out for help and they can wave for help. But when they're distressed, if they don't help themselves or someone doesn't rescue them quickly then they rapidly move from a distressed victim to a drowning victim....But Mr. Wolde apparently was a distressed victim that could have and should have been easily recognizable by attentive lifeguards.

(Ex. 5, Griffiths, 96:23 – 97:16). Dr. Griffiths testimony that “Mr. Wolde . . . was a distressed victim that could have and should have been easily recognized by attentive lifeguards” confirms that Lack's lifeguards, who were touted as trained and experienced, could have and should have responded—and based on sales receipts and Lack's incentives, there is strong evidence that the reason for the lack of response was Lack's dual role practice. (*See id.*).

Lack's assertion that there is no evidence the lifeguard towers were close enough to allow the lifeguards to have gotten to Mr. Wolde only further supports its negligence in providing beach safety services below the standard of care. If Lack's lifeguard stands are not close enough to provide protection, it is incumbent on Lack's to place them in a location where they are close enough. But instead, Lack's operation was more fixated on the revenue it generated from beach merchandise. It was, therefore, reluctant to place its lifeguard stands in a location where its sales

could be compromised or its cash collections could get swept away or destroyed, such as if the stands were placed below the high-water mark.

Finally, Lack's contention that there is no evidence the lifeguards could have seen Mr. Wolde is misguided. There is ample evidence that bystanders saw Mr. Wolde and his children in distress, and even attempted to call for help. If bystanders could see signs of Mr. Wolde's distress, the lifeguards entrusted to protect Mr. Wolde should have seen him and his obvious distress.

The summary judgment standard is clear: as the moving party, Lack's bears the burden of establishing no genuine dispute of fact. As recounted above, there is ample evidence of which a reasonable juror could conclude that Lack's lifeguards were engaged in commercial activity when they were supposed to be protecting Mr. Wolde.

CONCLUSION

The central theme in this case is not Lack's hazardous dual role practice—it is Lack's utter lack of slight care in providing effective and critical lifeguard protection it knew was necessary to save lives. Had Lack's done so, Mr. Wolde's premature and untimely death could have been prevented. The utter lack of *any* lifeguard response to Mr. Wolde is evidence enough to warrant denial of summary judgment as to Lack's dual role practice. Devoid of support in the evidence of the law, Lack's motion for partial summary judgment must be denied.

Respectfully submitted,

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Lifeguard Effectiveness:

A Report of the Working Group



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Each year, about 4,000 people die from drowning in the United States. Drowning was a leading cause of unintentional injury death among all ages in 1998, and the second leading cause of unintentional injury death among children ages 1-14 that same year. Approximately 50-75% of drownings occur in open water such as oceans, lakes, rivers, and ponds. About 60% of drowning deaths among children occur in swimming pools.

Many organizations, including the Centers for Disease Control and Prevention (CDC), routinely respond to inquiries regarding the efficacy of lifeguards in preventing drownings. Community and local government officials facing decisions about whether to begin, retain, or discontinue lifeguarding services typically want to know whether lifeguards are truly effective in preventing drowning and other aquatic mishaps, and whether the value of providing lifeguard protection outweighs the costs. Most drownings are preventable through a variety of strategies, one of which is to provide lifeguards in public areas where people are known to swim and to encourage people to swim in those protected areas. Some estimates indicate that the chance of drowning at a beach protected by lifeguards can be less than one in 18 million. There is no doubt that trained, professional lifeguards have had a positive effect on drowning prevention in the United States.

The significance of the patron surveillance and supervision that lifeguards provide is emphasized by understanding how people drown. Many people assume that drowning persons are easy to identify because they exhibit obvious signs of distress. Instead, people tend to drown quietly and quickly. Children and adults are rarely able to call out or wave their arms when they are in distress in the water, and can submerge in 20-60 seconds. For these reasons, managers should never assign lifeguards duties that distract them from keeping an eye on the water, such as selling admission tickets or refreshments. In addition, the presence of lifeguards may deter behaviors that could put swimmers at risk for drowning, such as horseplay or venturing into rough or deep water, much like increased police presence can deter crime.

When making decisions about using lifeguards and other means of increasing public safety in aquatic settings, policy makers should use available local evidence. This evidence includes:

- the effects that lifeguards have had on patrons' safety and attitudes;
- the number of people using the facility or beach area during the past years;
- the incidence of water-related injuries and drownings at the facility or beach area during those time periods;
- data on the number of water-related injuries and drownings at pools and beaches in the local area or state with and without lifeguards, for comparison; and
- the level of lifeguards provided (e.g., number of lifeguards per number of persons using the facility).

In addition to these factors, policy makers should consider public attitudes about lifeguards and legal issues related to using lifeguards.

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Each year, about 4,000 people die from drowning in the United States (National Center for Health Statistics, 2000). Drowning was a leading cause of unintentional injury death among all ages in 1998, and the second leading cause of unintentional injury death among children ages 1-14 that same year (National Center for Health Statistics, 2000). Approximately 50-75% of drownings occur in open water such as oceans, lakes, rivers, and ponds (Dietz & Baker, 1974). About 60% of drowning deaths among children occur in swimming pools (Dietz & Baker, 1974).

Most drownings are preventable through such means as restricting swimming areas, posting warning signs, and fencing the perimeters of pools and waterways. Two important preventive strategies are providing lifeguards in public areas where swimmers frequent, and encouraging use of such protected areas. The United States Lifesaving Association (USLA) compiles statistics for drownings that occur at about 95% of ocean beaches and at some non-ocean sites patrolled by lifeguards.¹ For the years 1988-1997, USLA recorded fewer than 100 drownings at these sites with more than three-quarters occurring during hours when the beaches were unguarded (USLA, 2000). These data indicate that the vast majority of drownings each year occur at unguarded locations (Mael, Seck, & Russell, 1999); about 60%-70% of U.S. beaches are unguarded (Brewster & Richardson, 2001). USLA statistics estimate that the chance of drowning at a beach protected by lifeguards trained under USLA standards is less than one in 18 million per year (USLA, 2001).²

The Centers for Disease Control and Prevention (CDC), the American Red Cross and USLA routinely respond to inquiries regarding the efficacy of lifeguards in preventing drownings. Community and local government officials facing decisions about whether to begin, retain, or discontinue lifeguarding services typically want to know whether lifeguards are truly effective in preventing drowning and other aquatic mishaps, and whether the value of providing lifeguards outweighs the costs. Officials often use cost as the primary criterion in their decision-making.

This report is the result of a 1998 meeting CDC convened with a panel of experts to identify gaps in lifeguard effectiveness at recreational waters, and ways to remedy them. This meeting was intended as a discussion about the issues related to the provision of lifeguards. This working group discussed:

- the problem of retaining lifeguards and evaluating the efficacy of existing lifeguard services;
- drowning fatalities and other hazards resulting when lifeguards were removed from facilities;

¹ Open water lifeguard agencies submit reports on annual beach attendance, rescues, preventive actions, drownings and other information to USLA, which reports lifesaving statistics from eight regions, with typically over 85 agencies and beaches reporting (USLA, 2001).

² This calculation is based on ten years of reports from USLA affiliated lifeguard agencies, comparing estimated beach attendance to the number of drownings in areas under lifeguard protection.

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- the best methods to communicate information about the efficacy of lifeguards to relevant constituents; and
 - sources of information about the efficacy of lifeguards, additional data, resources, and case studies.

The report includes a brief history of lifeguarding services in the United States; data and findings related to the use of lifeguards in preventing drowning in open water and swimming pool facilities; the experience of an agency which does not provide lifeguards at its water recreation facilities; and economic and legal issues related to the provision of lifeguards. We also provide suggestions for decision makers and alternative solutions for preventing drowning.

Drowning prevention, much like other areas of injury prevention, is a young and emerging field. This report aims to stimulate new ideas and approaches. The authors of this report hope it is useful to local policy makers who must make vital decisions about the provision of lifeguards and other interventions to enhance water safety in their communities.

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In the 1800s, swimming, then known as bathing, became an increasingly popular recreational activity in the United States. Entrepreneurs built resorts in places like Atlantic City, New Jersey, to attract people from inland cities to escape the summer heat. As water activity increased, so did the incidence of drowning. In fact, by the early 1900s as many as 9,000 people drowned each year in the United States (American Red Cross, 1995).

Initial efforts to reduce drownings included installing lifelines.³ However, lifelines proved inadequate because struggling swimmers were not always able to hold on to them. Duke Kahanamoku, the famed Hawaiian surfer, introduced the rescue board between 1910 and 1915, and Captain Harry Sheffield of South Africa is credited with developing the first rescue float (American Red Cross, 1995). Some municipalities assigned police officers to perform water rescues, but this diverted resources from law enforcement. Eventually, municipalities began to hire persons trained and equipped specifically for water rescue. They were called "lifeguards."

The lack of a consistent lifeguard presence at all bathing areas led the Young Men's Christian Association (YMCA) to develop a volunteer National Lifesaving Service in 1912. In 1914, Commodore Wilbert E. Longfellow established the American Red Cross Lifesaving, which trained swimmers throughout the United States in lifesaving and resuscitation, organized them into a volunteer corps, and encouraged them to accept responsibility for supervision of bathing activities in their communities.

At their inception, these lifesaving training programs primarily emphasized personal water safety: how to prevent drownings and protect oneself in emergencies. Nonswimming rescue methods, such as throwing a rope or a floating object to the person in the water, were encouraged. Lifeguards considered swimming rescues a last resort due to the hazard presented by a panicked person in the water.

However, swimming rescues were unavoidable for professional beach lifeguards in the United States. Special tools, such as the landline⁴ and the dory,⁵ were developed to assist in swimming rescues. Over time, improved lifesaving devices were created by beach lifeguards in the United States. These include the rescue buoy, the rescue tube, and the rescue board⁶ which are commonly used around the world at beaches, pools, and water parks. Today, many beach lifeguards use powerboats and personal watercraft to assist them in reaching off-shore swimmers in distress quickly and use scuba equipment for deep water rescues.

In 1964, the organization now known as the United States Lifesaving Association (USLA) was founded by members of several California surf lifeguard agencies originally to enhance lifesaving efforts and drowning prevention, to standardize beach lifeguard practices, to educate the public about water safety, and to improve professionalism among

³ Lifelines are ropes tied onshore and to poles in the ocean water, to which bathers can cling.

⁴ The landline is a rope used by a lifeguard during a swimming rescue. A lifeguard swims with the landline to a victim in the water, and people onshore pull both lifeguard and victim to safety.

⁵ The dory is a small boat rowed out to rescue victims in distress.

⁶ The rescue board is a surfboard modified for rescuing drowning victims.

beach lifeguard organizations around the country. Membership has since expanded to include any employee of an ocean, bay, lake, river or other open water rescue service (Brewster, 2001). In 1980, the World Waterpark Association was formed to address needs in aquatic amusement parks. Following this, Ellis and Associates, through the National Pool and Waterpark Lifeguard Training program, established specialized waterpark lifesaving standards and certification programs. In 1983 and 1986, respectively, the American Red Cross and YMCA expanded their training programs to provide nationally standardized instruction for lifeguards at both swimming pools and beaches. Local employers continue to provide lifeguard training at most surf beaches. The American Red Cross, USLA and Ellis and Associates establish standards which are universally adopted for lifeguard training.

Lifeguards have always provided first aid as well as rescue. Cardio-pulmonary resuscitation (CPR) and general first aid training are standard requirements for most lifeguards. In addition, many lifeguards are now both trained and certified to use advanced lifesaving tools such as the external defibrillator and portable oxygen. In some communities, lifeguards have taken on broader public safety responsibilities, such as advanced life support, coastal cliff rescue, and law enforcement.

Major aquatic safety organizations in the United States have continually emphasized prevention rather than rescue as the primary method to reduce drownings. Public safety education and onsite supervision by lifeguards have helped keep drowning rates low for 40 years, and have significantly reduced the number of drownings in the United States. Since 1960, both beach attendance and rescues by lifeguards have risen steadily, although the total number of reported drownings on lifeguarded beaches remained relatively stable with fewer than 106 cases each year (USLA, 2000). In fact, from 1986 through 1999, USLA reported that in California, while beach attendance has increased, so has the amount of lifeguard education (See Figure 1 in Appendix) (USLA 2000). Although rescue activity fluctuated, the number of drownings is down.

Estimates indicate that today, U.S. lifeguards rescue more than an estimated 100,000 persons from drowning annually. USLA data show a rescue-to-drowning ratio in the 1960s of one drowning for every 2,004 rescues at beaches with on-duty lifeguards. In the 1990s, however, the ratio improved to one drowning for every 4,832 rescues at lifeguarded beaches. In addition, for every rescue, an effective lifeguard makes scores of preventive actions, such as warning an individual away from a dangerous area and suggesting that poor swimmers stay in shallow water. There is no doubt that trained, professional lifeguards have had a positive effect on drowning prevention in the United States.

While the number of Americans participating in water recreation has grown tremendously since the late 1800s and the popularity of aquatic activities has increased, the annual incidence of drowning in the United States has declined from about 6,300 persons in 1981 to about 4,000 persons in 1998 (National Center for Health Statistics, 2000). Nevertheless, despite the advances in rescue techniques and the decline in drowning rates in the United States, drowning remains a leading cause of unintentional injury death, especially among children and youth. If the incidence of drowning is to be reduced further, greater attention to prevention, including the staffing and training of lifeguards, is essential.

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Evidence suggests that lifeguard services benefit public safety by saving lives, lowering drowning rates, and preventing injuries in aquatic recreational environments. Lifeguards also indirectly provide economic and social benefits. They add to the savings in emergency medical care and long-term hospital treatment involving cases of near-drowning (Hassell 1997) and alleviate emotional trauma and social costs to family and friends.

Communities sometimes choose to discontinue lifeguards as a cost-saving measure. We provide a series of case studies to demonstrate the impact of lifeguards on drowning. A few caveats are worth noting when considering these case studies. First, geography, environmental conditions, demographics, and other local conditions may be factors in drownings. Also, national data are not available to assess the number of drownings that occur on beaches without lifeguards because no centralized reporting system exists. Nonetheless, case studies help illustrate the potential effects of lifeguards on public safety.

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Case 1: American Beach (Nassau County), Florida

In 1989 the Nassau County Commission decided to eliminate lifeguards on American Beach in order to save county expenses. Less than a year later on Memorial Day, 1990, five persons drowned and 20 others nearly drowned when rough ocean conditions and strong winds caused rip currents to form immediately offshore, making this one of the worst drowning episodes in Florida's history. Shortly after this tragedy, local officials reestablished lifeguarding services. In the eight years since, no one has drowned.

Case 2: Keawaula Beach, Hawaii

Keawaula Beach at Kaena Point State Park is located at the westernmost point on the island of Oahu. The beach is exposed to high surf; a strong shore break; and a strong, often severe, current. The remote, pristine site attracts many surfers, sunbathers, swimmers, and waders. The combination of dangerous physical features and heavy use by patrons increases the risk for water-related injury and death. From 1985 to 1991, two drownings and 40 near-drownings occurred at Keawaula Beach. Although the State of Hawaii does not provide lifeguards, it elected to contract with the City and County of Honolulu to place lifeguards at Keawaula Beach beginning in January, 1992. Since then, no drownings have occurred at this beach.

Case 3: Ocean Beach, San Francisco, California

Ocean Beach covers more than five miles of the Pacific shore in the City and County of San Francisco. Rip currents are common in the water off this beach. The beach is administered by the U.S. National Park Service and is part of the Golden Gate National Recreation Area (GGNRA). Until the early 1990s, GGNRA provided lifeguards at several beaches in the region, including Stinson Beach, China Beach, and Aquatic Park near

Fisherman's Wharf, with occasional patrols and emergency response to Ocean Beach. As a result of budgetary concerns, lifeguards for Aquatic Park, China Beach, and Ocean Beach were gradually removed in the early 1990s. However, the beach-going public continued to swim at Ocean Beach, and drownings continued to occur, despite the development of an aquatic response team by the San Francisco Fire Department, which accomplished a number of rescues. During the late spring and early summer of 1998, there were seven drownings at Ocean Beach, which exceeded the previous six-year total. These drownings generated extensive media attention and resulted in calls by several major groups and prominent individuals for lifeguard protection. GGNRA consulted with USLA to develop a plan to employ, train, and deploy aquatic rescue personnel at Ocean Beach. On-site lifeguard services began before the summer of 1999, and since that time, no drownings have occurred at Ocean Beach.

Case 4: Ocean Beach, San Diego, California

In 1918, 13 people drowned in rip currents in a single day at San Diego's Ocean Beach, garnering local and national news attention. Beach attendance that day was estimated at 5,000. City officials cited inadequate lifeguard protection as a cause of the tragedy, and as a result, initiated a municipal lifeguard service. The ocean conditions have changed little since then. San Diego's local leaders view the 17 miles of oceanfront shoreline, which include Ocean Beach, as a safely managed tourist attraction due to the presence of lifeguards. Despite an average estimated annual attendance of 15 million people and over 7,000 rescues at the major lifeguarded beaches, the average number of drownings in areas under lifeguard protection is between zero and one annually.

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Lifeguards play an important role in a swimming facility's risk management program. Lifeguards are trained to monitor the aquatic environment, supervise patrons, inform patrons about the potential for injury, educate them about the consequences of injury-producing behavior, and enforce rules and regulations that prevent injuries. They are also, of course, expected to perform rescues to prevent drownings and to provide immediate first aid and CPR. But to do so, they must first identify persons who are in distress in the water.

Patron surveillance is key to preventing aquatic injury. It involves maintaining a constant watch over persons both in and out of the water and over the aquatic facility in order to identify circumstances that may cause injury. Action can then be taken to prevent or minimize injury. For example, a lifeguard may notice a small child playing alone in the water near a known drop-off and intervene before the child steps in water that is too deep. A lifeguard may also observe a person struggling in the water and perform a timely rescue.

The importance of lifeguards providing patron surveillance, especially monitoring the behavior of swimmers, can be demonstrated with a brief description of how persons drown. Many people assume that drowning persons are easy to identify because they will exhibit obvious signs of distress in the water, such as yelling or waving their arms. However, this kind of behavior is not common. Instead, people tend to drown in more quiet, less attention-getting ways. Drowning persons usually struggle to keep their mouth above the surface of the water in order to breathe. Struggling to stay afloat and possibly suffocating, they are rarely able to call out or wave their arms. Observational studies of persons at flat water (non-surf) beaches have revealed that non-swimming adults who find themselves in water over their heads are generally able to struggle on the surface of the water for about 60 seconds, while infants and very small children can submerge in as little as 20 seconds. These characteristics of drowning – the inability of a person to call or wave for help and the short time period before submerging – emphasize the need for lifeguards as a source for continuous surveillance and immediate action.⁷

However, supervisors and managers at aquatic facilities sometimes make the mistake of assigning lifeguards unrelated duties to perform while also expecting them to conduct effective patron surveillance. Because drowning can occur quickly and quietly, it is not surprising that lifeguards, distracted from keeping an eye on the water by other assigned duties, have failed to spot drowning persons in time to rescue them. Indeed, unobserved drownings have occurred even while lifeguards were stationed 20 feet from the water, taking tickets of those entering the facility or selling refreshments. It is clear, therefore, that swimming facilities must be staffed adequately to ensure effective and continuous patron surveillance, and that lifeguards should be given no other task that would distract them from this work. This concept is also supported by the USLA. The USLA

⁷ These characteristics of persons in distress in the water have been called the Instinctive Drowning Response by Pia (Pia F., 1971, *On Drowning*, 2nd rev. ed, Water Safety films, Inc., Larchmont, NY; Pia F., 1974 *Observations on the drowning of nonswimmers*. *Journal of Physical Education*, The YMCA Society of North America, Warsaw, IN).

requires lifeguard agencies seeking USLA certification to adhere to the following principles: "Lifeguards assigned to supervise an aquatic area shall not be subject to duties that would distract or intrude their attention from proper observation of persons in the waterfront area, or that prevent immediate assistance to persons in distress in the water. Specifically, lifeguards assigned to water surveillance shall not be assigned to any duties other than public safety" (USLA, 2000).

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Although providing quality lifeguarding services at water recreational facilities is effective in preventing drowning, some decision makers may elect not to hire lifeguards. In that case, environmental modifications to the facility can still improve safety for patrons. This section describes some environmental design changes that one water recreation provider used to reduce drownings at facilities that did not employ lifeguards.

The U.S. Army Corps of Engineers is the second largest provider of outdoor recreation facilities in the United States, managing more than 7 million surface acres of water and 4.5 million acres of land. Corps lakes are located in 43 states, and in 1998 staff recorded 2.6 billion visitor hours at these lakes. Approximately 58% of these hours (1.5 billion hours) are attributable to water recreation, such as swimming, wading, boating, water skiing, and fishing.

As a policy developed to limit liability, the Corps does not assign lifeguards to its facilities; it has a "swim at your own risk" policy. However, to reduce the number of drownings occurring at its beaches, the Corps established specific design criteria for its lakefront swimming beaches in 1987. These design criteria appear to have helped. Between 1971 and 1987, before the criteria were implemented, an average of 330 swimmers drowned each year. The design criteria were introduced between 1988 and 1998, and over that decade the yearly average fell to 183 drownings. These criteria are intended for inland lakes rather than surf beaches, where surf action makes them difficult to implement.

The majority of the design criteria for Corps swimming beaches relate to environmental controls. The priorities in the design of a beach are safety of the user, effects the physical features of the site will have on the beach, and future operation and maintenance considerations.

The Corps design criteria include estimating expected patron visitation levels; providing access for disabled persons; creating slope gradients that gradually and smoothly lead to deeper water; making efforts to ensure that the swimming area is protected from possible sources of contamination; maintaining consistent water levels; prohibiting diving platforms and swim floats; using buoys and markers to delineate the swim area and keep boats out; and ensuring the availability of additional safety measures such as rings, buoy lines, and poles. The complete design criteria for Corps swimming beaches can be found in Engineer Manual [EM -1110-1-400], Recreation Planning and Design Criteria, July 31, 1987.

The U.S. Army Corps of Engineers also supports a comprehensive water safety information campaign. Corps employees who work in water safety throughout the United States develop a coordinated, annual water safety campaign. Evaluations of previous campaigns allow the Corps to identify specific water safety issues each year for a full-scale educational campaign at all its facilities. The campaigns include print and television public service announcements. Many of the messages target school-aged children, a high-risk group.

Public safety education and onsite supervision by lifeguards have helped keep drowning rates low for 40 years, and have significantly reduced the number of drownings in the United States. Still, the cost of a single catastrophic injury or death while using an aquatic facility can be substantial. Experts have described the costs of unintentional death through two measures. The economic costs framework measures the victim's productivity loss and the expenses related to the event.⁸ Comprehensive costs include the economic loss, as well as the value of lost quality of life associated with the death or injury.

In 1997, the National Safety Council placed the economic value of each unintentional injury death at \$790,000 and the comprehensive cost at \$2,790,000 (National Safety Council, 1997). Using the drowning figures from beaches in the USLA reporting system, the comprehensive costs of drowning on coastlines in 1997 amounted to \$273,420,000. From 1960 to the present, the total cost of drowning deaths at these USLA beaches is estimated to have been \$4.2 billion. Factoring in costs of drowning in other aquatic facilities and the estimated annual cost of \$138,000 per incapacitating injury, and the \$180,000 annual cost for a catastrophic injury, the total costs of unintentional injury begin to climb geometrically. For comparison, salaries and benefits (typically 50% of costs) for full-time beach lifeguards range from \$26,500 to \$32,000 in Hawaii, Southern California and South Florida, where lifeguards work year-round. It is clear that providing a safe aquatic environment and instituting programs to prevent aquatic injury or death offer significant economic and social savings to society as a whole.

Although water-related injuries and drownings already result in tremendous costs, they would be substantially higher without lifeguards. One way of describing these costs is to estimate that one percent of the total rescues made by lifeguards would have resulted in a drowning death in the absence of lifeguards. In 1997, USLA recorded approximately 77,000 rescues for areas served by lifeguards. If one percent of these rescues (770) had instead resulted in death, either because the rescue had not taken place or because there were no lifeguards, then the economic cost of these deaths would be more than \$600 million, and the comprehensive cost would exceed \$2.1 billion.⁹

Using the same assumption, that one percent of the rescues instead resulted in incapacitating injuries (i.e., ones that would disable persons and permanently prevent them from performing some or all work), would yield a cost of approximately \$4.1 billion per year over and above initial economic or comprehensive costs. If one percent of the rescues had instead resulted in nonincapacitating injuries (i.e., ones that required medical care or hospitalization but would not result in disability), then the anticipated cost would be about \$10.7 million for economic costs per year and \$27.5 million per year for comprehensive costs. Table 1 in the Appendix includes cost estimates for different models using a lifeguard rescue effectiveness ranging between 1% and 36%.

⁸ Included in the components of economic losses are: wages and productivity; medical expenses; administrative expenses of law enforcement, legal fees and insurance costs; and employer costs.

⁹ These figures do not estimate the costs of converting a death to an incapacitating injury because of a rescue.

While these estimates help demonstrate the range of costs of drownings and water-related injuries and the benefits of prevention on a national scale, the numbers may be so large that they do not assist decision makers working with a single, community facility. Mael, Seck, and Russell (1999) provide a helpful method of estimating costs on a smaller scale by converting the ratios to a given baseline of 10,000 patrons. They estimate the number of rescues needed if no preventive actions are taken, the number of injuries if there are no rescues, and the number of drownings if there are no rescues (i.e., no lifeguards present to intervene). This method provides minimum and maximum estimates of both the economic and the comprehensive costs of drownings and injuries at unprotected sites. They calculate that the total economic costs for not having lifeguards per 10,000 patrons ranges from \$202,500 to \$4.6 million and the total comprehensive costs per 10,000 patrons ranges from \$705,380 to \$16.1 million (see Table 2 in Appendix).

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The decision to provide lifeguard protection can be influenced by civil liability laws, which may hold the owners of aquatic areas and the lifeguards they employ responsible for fatal and nonfatal injuries.

One aspect of liability involves malfeasance. In most states, lifeguards, like other safety providers, are expected to act within a standard of care set by their training, local protocols, and past court rulings. A variation from the standard of care may result in liability. Another aspect of liability involves the condition of the facility and the quality of warning or protection provided. Some laws absolve federal, state, or local governments of liability for injuries resulting from natural conditions, such as currents and surf action. In California, for example, local governments are immune from injuries sustained at beaches as a result of natural conditions, regardless of the presence or absence of lifeguards or warning signs. This approach neither discourages nor encourages the placement of lifeguards.

Some state laws hold governments liable for natural conditions under certain circumstances. The Supreme Court of Hawaii (*Kaczmarczyk vs. City and County of Honolulu*, 1982) has determined that while a municipality is not an insurer of the safety of those using public beaches and adjacent waters, governments must exercise reasonable care in maintaining these facilities and in supervising their use by the public.

The court has found that the municipality has a duty to warn of extremely dangerous conditions known to the municipality which would not be obvious to an ordinary person. One method of warning is the placement of signs, and Hawaii is assessing the adequacy of warning by signage.

In Florida, municipalities have discretionary authority to operate a designated swimming area at a beach, but once they decide to operate a swimming facility, they assume a common law duty to operate it safely. In determining liability for drownings, Florida courts look for a previous knowledge of the danger, the presence of lifeguards, and the adequacy of warnings. Generally, a private Florida landowner, such as a hotel owner, has no duty to post lifeguards on public beaches or warn guests of hazardous ocean conditions. If, however, the hotel designates the beach as a swimming area, it incurs a duty to provide adequate warnings and safety precautions. Even if an area is not designated as a swimming area, a duty still may be placed on the landowner to operate the area safely through local ordinances or contractual agreements with beach vendors.

Liability definitions categorize swimming pools into those open to the public, those accessible by fee, and those provided by hotels. For public pools, some states and local jurisdictions specifically define the required level of lifeguard protection. In other areas, the level of protection may be left to the pool owner, but in the case of an incident, assessing the quality of protection may be a matter of what is considered reasonable by a judge or jury. In most states, hotels must simply post signs with approved or commonly accepted language. This passive approach to water safety may limit liability, but it also limits injury prevention. It is clear that lifeguards can significantly reduce the

incidence of water-related injury and death. Therefore, laws which encourage placement of lifeguards, although more expensive, can logically be expected to enhance public safety.

Legal Analysis of the Decision to Provide Lifeguards

The decision to protect the public in an aquatic facility, either by providing lifeguards or using another preventive strategy such as signage, requires careful assessment of the alternatives available to the facility or jurisdiction. This section offers some suggestions about how decision makers might approach such a choice and frame the alternatives.

In order to assist in evaluating the need for providing lifeguards in a facility or local jurisdiction, consider these steps:

(1) Use any relevant data available on the facility or jurisdiction. Data may include:

- The number of people using the facility or beach area during past years;
- The incidence¹⁰ of water-related injuries and drownings at the facility or beach during those times;
- The number of water-related injuries and drownings at pools and beaches in the locality or state with and without lifeguards, for comparison; and
- the level of lifeguards provided (e.g., number of lifeguards per number of persons using the facility).

(2) If lifeguards are already provided, then ask the questions:

- How have lifeguards affected patrons' safety and attitudes?
- Is the drowning rate increasing, decreasing, or has it remained unchanged?

(3) Assess proposed alternatives (e.g., hiring lifeguards, placing warning signs, modifying the aquatic environment or restricting access to the facility). As various alternatives are developed, use history and precedence to assess them.

- Try to estimate the cost-effectiveness of each alternative.
- Assess legal implications and opinions that are critical to the issue and the alternatives.

¹⁰ Incidence is the number of drownings (or number of water-related injuries) divided by the total number of visitors at the facility or jurisdiction, multiplied by the period of time in question (e.g., 1 year).

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When making choices about drowning prevention interventions in their areas, decision makers must balance a sincere desire to protect the public with “real-world” issues of budgets and legal liability. In this report, we have attempted to provide useful information and relevant questions that can be applied when making these decisions. One effective drowning prevention intervention is to provide trained, professional lifeguards to conduct patron surveillance and supervision at aquatic facilities and beach areas.

USLA data during 1988-1997 indicate that more than three-quarters of drownings at USLA sites occurred at times when beaches were unguarded and that the chances of drowning at a beach protected by lifeguards trained under USLA standards is less than one in 18 million. The four case studies provided in this report also describe the positive impact of lifeguards at beaches where multiple drownings had occurred when unguarded. When lifeguards are employed, it is vital that they be trained effectively in detecting persons in distress, and when assigned to water surveillance not be given duties other than public safety. The presence of lifeguards may deter behaviors that could put swimmers at risk for drowning, such as horseplay or venturing into rough or deep water, much like increased police presence can deter crime. Also, the experiences of the U.S. Army Corps of Engineers suggests that environmental design changes (at inland lakes) and safety information campaigns can also play a role in reducing drowning deaths. Owners and managers of natural water recreation venues should consider these design characteristics, regardless of the presence or absence of lifeguards.

Regardless of the evidence, or lack thereof, of lifeguard effectiveness, some communities insist on lifeguard services, based on local circumstances. Policy makers need to make use of the available local evidence and consider public attitudes and the legal environment when making decisions about lifeguard services and other means for increasing public safety in aquatic settings. Providing a safe aquatic environment and instituting programs to prevent water-related injury or death offer significant economic savings. Table 2 in the Appendix can serve as a useful tool for estimating the human and economic impact of not providing lifeguards.

Finally, if a community develops water recreational facilities to attract patrons who spend money in the local area, then it can be argued that the community has an obligation to protect these patrons. When weighing the costs and legal implications of interventions to prevent drowning, decision makers should never lose sight of the enormous importance of protecting people from harm and preventing tragedy at beaches and pools, places where people go for pleasure, for health, and for solace.

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Organizations and Associations that Promote Lifeguarding and Water Safety

**American Alliance for Health, Physical
Education, Recreation and Dance
(AAHPERD)**

1900 Association Drive
Reston, Virginia 22091
(703) 476-3400

**American Red Cross
Health and Safety Division**

8111 Gatehouse Rd.
Falls Church, Virginia 22042
(703) 206-7180

BOAT/U.S. Foundation

880 S. Pickett Street
Alexandria, Virginia 22304
(703) 823-9550

Boy Scouts of America

1352 Walnut Hill Lane
Irving, Texas 75038-3096
(214) 580-2000

The Canadian Red Cross Society

1800 Alta Vista Drive
Ottawa, Ontario
Canada K1G4J5
(613) 739-3000

The Commodore Longfellow Society

2531 Stonington Rd.
Atlanta, Georgia 30338

Girl Scouts of America

420 Fifth Avenue
New York, New York 10018
(212) 852-5720

Jeff Ellis and Associates, Inc.

3506 Spruce Park Circle
Kingwood, Texas 77345
(713) 360-0606

**National Intramural and Recreational
Sports Association (NIRSA)**

850 SW 15th Street
Corvallis, Oregon 97333
(503) 737-2088

**National Recreation and Park Association
(NRPA) Aquatic Section**

650 West Higgins Road
Hoffman Estates, Illinois 60195
(708) 843-7529

**National Association of State
Boating Law Administrators (NASBLA)**

Box 11099
Lexington, Kentucky 40512-1009

National Safe Boating Council

2911 Russell Road
Ostrander, Ohio 43061
(614) 666-3009

**National Water Safety Congress
Administrative Services**

1181 Shake Rag Road
Buckhead, Georgia 30625
(706) 342-3775

The Royal Life Saving Society Australia

P.O. Box 1567
North Sidney, NSW 2059
02-957-4799
FX 02-929-5726

The Royal Life Saving Society Canada

287 McArthur Ave.
Ottawa, Ontario
Canada K1L 6P3
(613) 746-5694

The Royal Life Saving Society UK
Mountbatten House
Studley
Warwickshire
B80 7NN United Kingdom
+ 0527 853943

U.S. Army Corps of Engineers
Safety Office
20 Massachusetts Avenue, NW
Washington, DC 20314-1000
(202) 761-8600

United States Coast Guard (USCG)
Commandant (G-NAB)
2100 Second Street, SW
Washington, DC 20593-0001

United States Coast Guard Auxiliary
3131 North Abingdon Street
Arlington, Virginia 22207

United States Lifesaving Association
P.O. Box 366
Huntington Beach, California 92648
www.usla.org

YMCA of the U.S.A.
101 North Wacker Drive
Chicago, Illinois 60606
1-800-872-9622

YWCA of the U.S.A.
726 Broadway
New York, New York 10003
(212) 614-2700

World Waterpark Association
P.O. Box 14826
Lenexa, Kansas 66285-4826
(913) 599-0300

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Figure 1
California Beach Activity 1986–1999

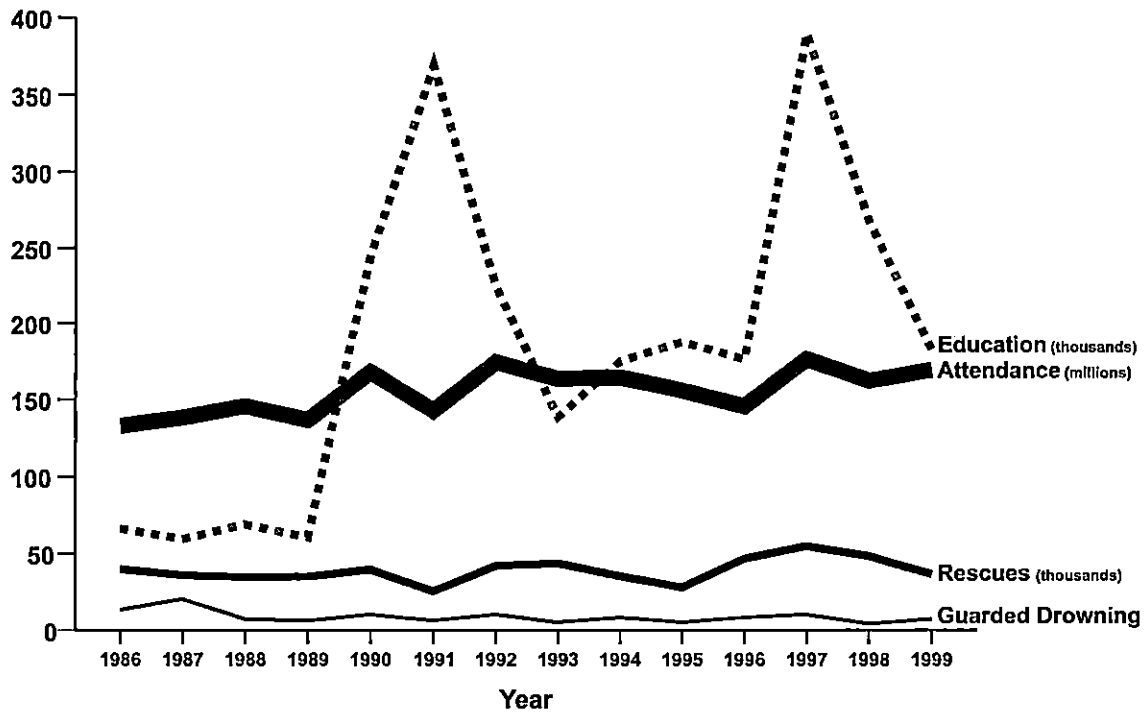


Table 1
Estimated Cost if Percent of 770,000 Reported Rescues in 1997
Had Not Been Made by Lifeguards*

Percentages:	1%	5%	10%	16%	20%	36%
Economic costs of deaths	\$609,130,000	\$3,045,650,000	\$6,091,295,000	\$9,746,072,000	\$12,182,590,000	\$21,928,662,000
Comprehensive costs of deaths	\$2,151,230,000	\$10,756,150,000	\$21,512,295,000	\$34,419,672,000	\$43,024,590,000	\$77,444,262,000
Economic costs of incapacitating injury	\$31,767,000	\$158,836,000	\$317,673,000	\$508,276,000	\$635,345,000	\$1,143,621,000
Comprehensive costs of incapacitating injury	\$106,405,000	\$532,000,000	\$1,064,050,000	\$1,702,478,000	\$2,128,100,000	\$3,830,576,000
Monthly costs of incapacitating injury**	\$4,163,700,000	\$20,818,350,000	\$41,636,700,000	\$66,618,720,000	\$83,273,400,000	\$149,892,120,000
Economic costs of nonincapacitating injury	\$10,718,000	\$53,588,000	\$107,176,000	\$171,482,000	\$214,352,000	\$385,833,000
Comprehensive costs of nonincapacitating injury	\$27,527,000	\$137,632,000	\$275,265,000	\$440,424,000	\$550,530,000	\$990,953,000

Source: USLA rescue data.

* Percentages represent assumed percent of deaths or injuries that would occur if rescues were not performed.

** \$15,000 per month, assumption of 30 years continued life = \$5,400,000

Table 2
Number of Preventive Actions, Events Requiring Rescues, Drownings, Injuries,
Costs and Estimated Savings for Every 10,000 Beach Patrons

Maximum Estimates:		Economic Cost	Comprehensive Cost
Preventive actions	97.4		
Number of rescues if no preventive action	35.0		
Number of (nonincapacitating) injuries if no rescues	12.6	\$175,450	\$450,600
Number of drownings if no rescues	5.6	\$4,431,640	\$15,650,960
Total Savings for each 10,000 Patrons		\$4,607,090	\$16,101,560
Minimum Estimates:		Economic Cost	Comprehensive Cost
Preventive actions	97.4		
Number of rescues if no preventives	4.9		
Number of (nonincapacitating) injuries if no rescues	0.73	\$10,150	\$26,080
Number of drownings if no rescues	0.25	\$192,350	\$679,300
Total Savings for each 10,000 Patrons		\$202,500	\$705,380

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Department of Health and Human Services
Centers for Disease Control and Prevention
SAFER • HEALTHIER • PEOPLE

ROA_01936

Strategies to Reduce Ocean Drowning
Occurrences in Myrtle Beach, South Carolina

Thomas M. Gwyer
Myrtle Beach Fire Department
Myrtle Beach, South Carolina

August 2012

ROA_01937

Certification Statement

I hereby certify that this paper constitutes my own product, that where the language of others is set forth, quotation marks so indicate, and that appropriate credit is given where I have used the language, ideas, expressions, or writings of another.

Signed: _____

Abstract

The City of Myrtle Beach is located on the Atlantic Ocean in South Carolina. Due to the large number of visitors and local residents that swim and play in the ocean, the City continues to experience ocean drowning and near drowning incidents. Part of the reason was because a community risk assessment specific to the ocean was not completed. This research was intended to reduce ocean drowning and near drowning incidents by the development of a program from an ocean risk assessment. The descriptive research method was used to answer four research questions. The four questions answered what hazards are off the coast of Myrtle Beach that may contribute to drowning incidents, what commonalities the drowning victims and incidents share, how other public safety organizations lessen the risk of ocean drowning, and how ocean drowning prevention and safety was viewed by residents and visitors. The research methods used consisted of surveying other coastal fire departments, Myrtle Beach Fire Department (MBFD) employees, visitors, and residents. Drowning reports were reviewed from the Horry County Coroner, the MBFD, and the Myrtle Beach Police Department. Interviews were conducted with three subject matter experts, and personal conversations were had with several others. The author used personal observation of people's behaviors while on the beach. The results revealed that most ocean drowning fatalities are male, and that rip currents are the major hazard. The MBFD is similar to other coastal fire departments by lacking in ocean safety education, however most other departments have ocean rescue teams. Most visitors and residents prefer to get ocean safety information from warning signs on the beach. The recommendations included better education for residents, including school children, and visitors, using technology more effectively, improving signage, and adding a minimal ocean rescue component to the MBFD.

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Introduction

With the lure of sandy beaches and ocean waters attractive to many people, drowning incidents continue to occur. More than half of the United States' population resides in coastal counties (United States Geological Survey, 2009). According to the Centers for Disease Control and Prevention (CDC), there were nearly 4,000 drowning deaths in 2010 (Centers for Disease Control and Prevention, 2012). The CDC also reports that unintentional drowning incidents are the second leading cause of death in children between the ages of one and 14 years, and the fifth leading cause of unintentional death in people of all ages (Centers for Disease Control and Prevention, 2012). Almost four children die every day from drowning (Lawrence, 2010). Statistics from the CDC show that from 2005 to 2009 there was an average of over 3,500 deaths per year from unintentional drowning (Centers for Disease Control and Prevention, 2012). These deaths exclude deaths on the water from boating incidents. In fact, 43% of the drowning deaths in 2007 occurred in natural waters, two and a half times more than the number of swimming pool drowning deaths. From 1999 to 2006 there were 1.55 deaths per 100,000 residents in South Carolina. This places South Carolina in the top ten in the United States for drowning (Nasrullah & Muazzam, 2011).

Even when a person survives a drowning, the complications can be severe. The CDC reports that for every death from drowning, another five people survive but require treatment in a hospital emergency room (ER). Of the individuals that are treated in the ER, half of them require in-hospital care, compared to only six percent of all other unintentional injuries (Centers for Disease Control and Prevention, 2012). The hospital stays can be costly, and can take a large emotional toll on the families of the victim. Even if the victim is discharged from the hospital,

the drowning incident can cause permanent brain damage, memory loss, and significant learning disabilities in children (Centers for Disease Control and Prevention, 2012).

The City of Myrtle Beach is a large tourist destination on the east coast. The major attraction is the beach and the ocean. The Myrtle Beach Area Chamber of Commerce (2012) reports that 93% of vacationers visit the beach on their trip. Sometimes the visitors may not understand the risks and dangers associated with the ocean, and the power it possesses. The problem is the City of Myrtle Beach continues to experience ocean drowning incidents and the lack of a community risk assessment may be prohibiting these numbers from decreasing.

The purpose of this research is to reduce ocean drowning and near drowning incidents through a comprehensive program established from an ocean risk assessment. The descriptive research method will evaluate four research questions: a) What are the ocean risks and hazards off the coast of Myrtle Beach that may contribute to drowning incidents? b) What commonalities, if any, do the drowning victims and incidents share? c) What do other public safety organizations do to lessen the risk of drowning incidents in the ocean? d) What are the attitudes and views of local residents as well as visitors towards ocean drowning prevention?

Background and Significance

The background to the research problem is connected to the City of Myrtle Beach being a popular vacation destination on the Atlantic Ocean. The City of Myrtle Beach is located in Horry County, South Carolina, in the northeastern corner of the state. The City is approximately 25 square miles, and has about 12 miles of beachfront on the Atlantic Ocean (City of Myrtle Beach, 2011). According to the 2010 United States Census, the City of Myrtle Beach has 27,059 year-round residents (United States Census Bureau, 2010). This number, however, swells in the

summer months due to a large influx of visitors, and the City estimates a daily average population of 105,000 (City of Myrtle Beach, 2011).

The City of Myrtle Beach has worked hard over the past three decades to move from a small beach community to a major vacation destination that draws 14.7 million visitors annually (City of Myrtle Beach, 2011, p. vii). Due to the City's efforts in promoting itself and its many amenities, it has received numerous tourism related awards such as the "#1 Best Beach in the United States" by Tripadvisor in 2011, one of the Travel Channel's "Top Ten Vacation Spots for 2011," and a "Best Vacation" by *US News and World Reports* (Myrtle Beach Area Chamber of Commerce, 2012, p. 5). With such a heavy significance on tourism, the City relies on tourist dollars to help fund the budget. In 2009 the Myrtle Beach City Council passed a one percent local options sales tax within the city limits which enabled an 80% reduction in residential property taxes, and property taxes now only account for 15% of the entire City revenue (City of Myrtle Beach, 2011, p. 19).

Tourism is the top industry in the City, and the heart and soul of the community in general. The beach is by far the number one draw of the area, and if ocean drowning incidents continue to rise visitors may not feel safe in the ocean. Also, the bad publicity generated from a spike in ocean drowning incidents will certainly affect the City's reputation, and may cause visitors to vacation elsewhere. A drop in visitors will translate into a drop in revenue, and this could play havoc on the local economy.

The Myrtle Beach Fire Department (MBFD) is partially charged with making sure visitors and residents feel safe. The department is a Class 1 fire department rated by the Insurance Services Office (ISO) and is an all-hazards organization. The department provides fire, medical, technical rescue, and hazardous materials emergency response. All of the

employees are Emergency Medical Technicians and over one-third are paramedics. The department is a host site for the state's Urban Search and Rescue Type II team, and handles all forms of technical rescue. The department even has members on the state's Helicopter Aquatic Rescue Team (HART). The only rescue discipline that does not fall under the MBFD's realm of responsibility is ocean and water rescue. This area falls under the Myrtle Beach Police Department's (MBPD) Beach Patrol.

The fire department handled ocean rescue up until the 1970's. During the 1970's the Beach Patrol was formed under the MBPD with one full-time employee. The other members were volunteers, mostly school teachers and high school coaches during their summer vacations. As the number of visitors grew, the need for better ocean rescue continued to develop. The Blue Ribbon Committee was formed to evaluate emergency services within the City, and one of the outcomes was providing better protection on the beachfront. With this, the MBPD continued to expand the beach patrol, eliminated the volunteers, and the City began guarding the beaches. When asked why the fire department is tasked with all forms of rescue except ocean and water rescue, Fire Chief Alvin Payne (personal communication, July 5, 2012) stated that it was more of a "natural fit" for the police. The Beach Patrol was already on the beach patrolling for people breaking the law, and since they were on the beach they just kind of slid into the rescue aspect (J. A. Payne, personal communication, July 5, 2012).

Like many other fire departments, the MBFD performs a lot of public education and community relations. The MBFD has developed an award winning public education division, winning the Richard S. Campbell award for excellence in public education in South Carolina six times since 1993. The MBFD addresses many risks within the public education program, but ocean safety and drowning prevention are not included. When asked why the MBFD does not

do ocean safety education, Chief Payne replied that he did not know how to go about informing visitors, but he would not be against some sort of ocean drowning prevention program (J. A. Payne, personal communication, July 5, 2012).

Mike Guthinger, a supervisor with the MBPD Beach Patrol, said they do some public education about the ocean, but with limited staffing and a high number of calls for service, it makes a large outreach program difficult. He added that he began a Junior Life Saving program at Myrtle Beach Elementary School in 2011 that had about 20 participants (M. Guthinger, personal communication, May 16, 2012). Basically the program addresses the dangers of the ocean's waves and currents, how to administer cardiopulmonary resuscitation (CPR), first aid, etc. Even though the MBFD is not responsible for ocean rescue, not providing public education pertaining to ocean safety appears to be a great opportunity. The MBFD had 69,943 public education contacts in 2011 according to public education officer Christian Sliker (personal communication, July 26, 2012), and if only half of these contacts received ocean safety information, a great impact could have been made.

Taking the lead on reducing community risk is directly related to the entire course Executive Analysis of Community Risk Reduction (EACRR). The course stresses the importance of the role of the executive fire officer (EFO) in recognizing community risk, and developing a program to lessen it. This research directly links to Chapter two in the EACRR book regarding assessing community risk and identifying hazards and casual factors (National Fire Academy, 2011, p. sm 2-3). This research also links to the United States Fire Administration's first goal in the Strategic Plan to "Reduce risk at the local level through prevention and mitigation" (United States Fire Administration, 2010). Being able to reduce the risk from ocean drowning for residents and visitors will increase the overall quality of life and

further the City of Myrtle Beach's desire to be the premiere coastal community to live and vacation.

Literature Review

The initial literature research was conducted on ocean safety and drowning within fire service journals at the Learning Resource Center (LRC) at the National Fire Academy. A search was also conducted on the Internet through various online search engines. A more thorough review was done at Kimbel Library on the campus of Coastal Carolina University, as well as the City of Myrtle Beach's Chapin Memorial Library.

Drowning is described in an article by *World of Anatomy and Physiology* (2007) as "fluid obstruction of the airway, usually by immersion in water." Drowning begins when the victim panics because they feel they are in danger. Moon and Long (2002) report that after the panic begins, the drowning sequence has begun with their initial surprise and immediate struggle. Next, the victim will be exhaling only a little air, but swallowing a lot (Moon & Long, 2002). The body's natural coping mechanism will have kicked in causing an increase in respirations and even hyperventilation. As breathing increases, the likelihood of allowing water to enter the trachea increases which results in spasming of the muscles that close the vocal cords. The *World of Anatomy and Physiology* (2007) states that this is known as laryngospasm. The victim then begins a violent struggle and starts to convulse. Finally, Moon and Long (2002) say death occurs. Death, though, is usually caused by the airway being blocked from laryngospasm. Once the victim relaxes after becoming unconscious, water pours into the lungs according to *World of Anatomy and Physiology* (2007). These facts, along with the drowning sequence, reveal the importance of early detection of possible drowning victims.

The makeup of ocean water is also problematic with drowning. Ocean water is more dense than freshwater and it contains salt. The average ocean water contains approximately 24 grams of salt per kilogram (Sverdrup, Duxbury, & Duxbury, 2005, p. 138). Once the salty ocean water is introduced into the lungs, there is an immediate drop in arterial oxygenation due to respiratory acidosis. The salty ocean water is a hypertonic solution, meaning it has a high salt concentration. Through osmosis, water will move from the area of lower salt concentration to an area of higher concentration. Since the ocean water has a higher salt concentration when it is in the lungs, the water in the body will move from the lower concentration of salt in the plasma to the area of higher concentration in the lungs (Moon & Long, 2002).

Moon and Long (2002) report that if the victim survives the initial drowning, there is a 50% chance they will develop pneumonia. If they do develop pneumonia, there is around a 10% chance of death (Gregorakos, et al., 2009, p. 96). Fortunately for those victims that survive the initial drowning and reach the hospital, 80% will survive (Moon & Long, 2002). Victims that do not require respiratory support within the first 24 hours usually only require short hospital stays. And even victims that had severe respiratory problems but that are not in a coma, improve rather quickly (Gregorakos, et al., 2009).

In order to understand hazards the ocean can create, an understanding of the ocean itself is necessary. The Atlantic Ocean was formed about 200 million years ago when a single landmass broke apart. Pangaea was the one super continent on earth, and the remainder of the planet was covered by the massive Panthalassic Ocean (Sverdrup, Duxbury, & Duxbury, 2005, p. 83). As the current continent of North America continued to break away, the North Atlantic Ocean was formed (United States Geological Survey, 2009, p. 38). As the other continents continued to move away, water was flooding into the North Atlantic Ocean and into the area that

is the current location of the Caribbean Sea. Finally, at the end of the Cretaceous period, about 95 million years ago, the Atlantic Ocean was nearly completely developed (Sverdrup, Duxbury, & Duxbury, 2005). The fact the Atlantic Ocean was created by shifting land masses is key, as it illustrates the continuous movement of the ocean, beaches, and seafloors, and these movements can create hazardous conditions to those that enter.

The City of Myrtle Beach lies in the curvature of South Carolina that runs between Southport, North Carolina and Winyah Bay, South Carolina. Due to this curvature, the City is tucked back nearly 100 miles from the edge of the continental shelf. The continental shelf is a gradual decline towards the ocean floor that slowly decreases at an angle of one-half of a degree, and where the ocean is relatively shallow, 150 feet on average (Pinet, 2009, p. 98). The continental shelf ends at the shelf break where the ocean depth drops dramatically to over 1,600 feet. The shelf break continues to the continental slope which is a four to five degree decline seaward (Pinet, 2009, p. 35) that has a sudden, steep slope where the depths can reach 10,000 feet (Sverdrup, Duxbury, & Duxbury, 2005, p. 104). It is on the continental slope where mud, sediment, rock, and sand can be found (Pinet, 2009). The rock, mud, sand, and sediment can be pushed by tides and currents towards the beach causing changes in the ocean floor. Understanding that these changes can increase the risks to swimmers due to stronger tides, currents, and waves is essential when educating the public about ocean safety and drowning prevention. It is also important to realize these changes cannot be controlled.

There are three main elements that must be monitored to help safeguard the ocean waters. They are the bathymetry, which is the ocean floor topography, the type and location of sediment, and the composition of rocks and older sediment that are sitting on the ocean floor (United States Geological Survey, 2009). It is important because any shift can change the ocean floor, thus

affecting current flow that may be hazardous and loose rocks and hard sediment can cause trauma to swimmers that may not be aware of these items. Depending on the size of the sediment, they are categorized into three measures: large, intermediate, and small; or gravel, sand, and mud respectively. Mud has two subcategories, sand has five, and gravel has four subcategories. The sediment ranges in diameter from the smallest that is less than one one-hundredth of a millimeter to boulders that are greater than 256 millimeters in diameter (Pinet, 2009, p. 112).

The United States Geological Survey (USGS) conducts research to monitor the sediment. There are three different methods they use, and although they are different, they all use sound navigation and ranging (SONAR) waves (United States Geological Survey, 2009) that detect the features of the ocean floor and then send the information to receivers on land (Murray, Gibson, & Ward, 2008). In conjunction with the SONAR testing, observation stations are utilized from fixed positions on buoys that measure temperature, waves, wind, and current (Murray, Gibson, & Ward, 2008). During tests off the coast of Myrtle Beach, it revealed numerous areas with high density sediment. Basically, a large portion of the area has coarse sand, gravel, and rock on the ocean floor (United States Geological Survey, 2009). See Appendix A. This may contradict what most people who enter the ocean believe when they see sandy beachfronts.

Not only can the makeup of the ocean floor cause hazards and risks that may contribute to drowning, the natural processes of the ocean play a role. The oceans have surface currents that are affected by the wind. The wind driven surface currents only occur in about ten percent of the ocean, but it is these currents that can play a role in ocean safety (Pinet, 2009). Water is more than 1,000 times denser than air, so once it begins to move, inertia will keep it moving (Sverdrup, Duxbury, & Duxbury, 2005). The air molecules from the windblown air collide with

the water molecules. When this happens the friction creates a rise in the water, thus creating a wave and current. Therefore, according to Pinet (2009) the windier it is, usually the higher the waves and stronger the current. This correlates into a higher danger to individuals in the ocean when the winds are higher. Another important fact is that the currents usually run about three to four percent of the wind speed (Pinet, 2009, p. 195).

The speed of the wind is one of three factors determining the wind's affect on waves. The longer the wind blows in one direction and the distance it blows over the water play a key factor in determining wave height (Pinet, 2009). The overall stronger the wind is in these three aspects, the larger and more dangerous the waves become. Once waves reach four feet, swimming is not recommended (Kim, n.d.). When wave sets are approaching the coastline where people are in the ocean, it is usually when they break that causes injuries. One reason people get hurt and drown is because they do not understand the power of water, and often underestimate it (Kim, n.d.).

The reason a wave breaks is due to its steepness on top and the stability from the bottom. Most waves break by the top of the wave spilling down the front slope. This is known as a spilling breaker. A surging breaker is a wave that is flat and barely breaks, but rather rolls up the beach, and returns to the ocean with a greater amount of energy. These types of waves may pull a swimmer seaward, away from the beach and increasing the risk of drowning. The final type of breaking wave is a plunging breaker. These are the most likely to cause injury, and even knock someone unconscious and potentially drown. A plunging breaker is steep, and then the wave curls and plunges all of its energy downward at the same time. Plunging breakers are dangerous to people in the ocean and can lead to severe injuries, which in turn can lead to drowning (Pinet, 2009).

Josh Basile was 18 years old when he was paralyzed in the ocean. A plunging breaker hit and drove him headfirst into the sand, breaking his neck. The sand on the ocean floor can be as hard as concrete (Kim, n.d.). This left him paralyzed, but it could have easily cost him his life if no one would have seen him. He was injured at Bethany Beach, Delaware, a beach he was familiar with. However, over time due to erosion and the constant beach processes, the shore can become steep (Kim, n.d.). When this occurs the waves do not lose any energy thus they break stronger, with full force on the shore.

The final ocean processes that can contribute to drowning are caused by the ocean's natural circulation within the surf zone. A longshore current is a current that runs parallel to the shore (Pinet, 2009, p. 384). A long shore current can be dangerous as it may sweep a person off of their feet. However, the current will usually only move the person parallel with the coastline, and will not pull them seaward by itself. There are several factors that cause this type of current to be dangerous. First, the trauma caused by a fall from a long shore current may render a person incapacitated, and simply being face down may cause drowning. Second, since the current moves parallel to shore, a person may be removed from a location where others were watching them, and if no one is watching the person and they get in trouble in the water, help may not be around. Furthermore, they may be pulled to an area of danger near natural or manmade structures or into a rip current. When wave heights and energy are just right and the longshore current moves apart from the wave setup in just the right fashion, the development of a rip current is possible (Pinet, 2009, p. 385).

Most people have heard of a rip current, even though they often mistakenly refer to it as an undertow or riptide (Powell, 2007). Rip currents, also known simply as rips, kill between 100 and 150 people every year in the United States (Fletemeyer & Leatherman, 2010). To put these

statistics into context, Fletemeyer and Leatherman (2010) report rips kill more people annually than floods, tornadoes, and hurricanes combined. The United States Lifesaving Association (USLA) estimates that 80% of rescues are caused by people caught in a rip current, and that nearly 32,000 people were rescued from rip currents in 2011 (USLA, 2012).

Lifeguards have known the serious risks rip currents cause for years. A 1956 article in *The Saturday Evening Post* chronicled ocean lifeguards in Atlantic City, New Jersey. One of the lifeguards, Ed Stetser, when asked what kills swimmers in the ocean, replied, "What makes bathers drown in the sea, is the sea itself" (Price, 1956). According to Price (1956), Stetser went on to describe a rip current and its characteristics, although they were not named rip currents yet, they were referred to as a sea puss.

In the Myrtle Beach area heavy focus is placed on hurricane preparedness and rightfully so with the impacts a land falling hurricane can, and have made on the area. But the statistics on rips cannot be ignored. Rips can occur at anytime, anywhere along the beach, and it does not care who is caught in it. These statistics influenced this research by recognizing how deadly rips can be, and when compared to hurricane preparedness education in Myrtle Beach, information on rip currents is relatively nonexistent.

Scientists are familiar with rip currents, yet they do not completely understand why they form. The basis theory is that they usually form from sediment on the ocean floor. As waves approach the shore they break and throw water on the shore, then the water flows back out into the ocean (Jozefowicz, 2006). Petit (2001) reports that the bigger the waves, the more water and energy. During this process, sediment is picked up and carried into the ocean and deposited not too far from shore. The deposited sediment creates a sandbar that is parallel to the shore. A depression or grove is then created that runs perpendicular through the sandbar, and rushing

water then makes the channel larger. All of the water flow is channeled into the rip, and the rip flows out into the ocean. Jozefowicz (2006) reports that the flow of the rip current can reach six miles per hour, faster than an Olympic swimmer. Rip currents are also common at low tide. Since there is less area for the water in the channel, it moves faster, thus intensifying the current (Jozefowicz, 2006).

The National Oceanic and Atmospheric Association (NOAA) states that a rip current is comprised of three different components: the head, neck, and feeder. The feeder is the main energy portion of the rip. As waves break over the sandbar, the water follows the path of least resistance, and is pulled seaward in the channel of the sandbar. The classic rip current model shows a rip having two feeders, one on each side. However, a rip can be sustained with only one feeder (NOAA, 2011). The neck is the higher velocity of water being pulled out (NOAA, 2011). The USLA (2012) reports the neck is where most swimmers get in trouble, and is the location where most deaths occur. The neck area can have widths up to 100 feet (NOAA, 2011). The final part of a rip is the head. The head is where the circulation of the rip begins to spread out and dissipate. The circulation decreases the farther away from the sandbar (USLA, 2012), so the head of the rip is usually located quite a distance offshore (NOAA, 2011).

There are also various types of rip currents. The classic description of a rip is usually illustrated on warning signs. See Appendix B. In actuality, rips can be very deceiving and do not always appear as they do on the warning signs. There are four types of rips that can occur in the ocean off Myrtle Beach according to NOAA. The first type is a fixed rip, or a structural rip. These rips are usually in the same location and near a permanent structure that is in the ocean, such as jetties, groins, or piers. A flash rip is short, but unpredictable. A flash rip is caused by heavy surf and strong waves, often times from hurricanes and storms hundreds of miles away. A

traveling rip is just that, it travels. This type of rip moves as the wind and wave direction moves. When waves and winds are hitting one area of the beach, a traveling rip may form. As the wind and waves move away, the rip will weaken, and a new rip will form where the waves are more concentrated. The final type of rip is the fixed rip. They are fixed in one location, however they are in an area where there are no manmade structures. Since they stay in one location, they are influenced by the wind and waves, and fluctuate in intensity (NOAA, 2011).

Predicting rip currents is difficult. Through the years it seems that rips have continued to defy forecasters. Over the past three decades, scientists have tried to research rips, but it is difficult. Scientists have tried to film rips, which is the simplest way to monitor them, and have even inserted tracer dye into the rips. However, since not all rips exhibit the same or the classic characteristics that are often used to describe them, this has only yielded limited results (Fletemeyer & Leatherman, 2010).

Another reason it is difficult to research them is because they are a moving flow of water, similar to a river, and the equipment is far too expensive to lose. In 2001 Tim Stanton and Jamie MacMahan from the Naval Postgraduate School (NPS) in Monterey, California, attempted to study rip currents. They were using equipment funded by the Navy's Rip Current Field Experiment (RIPEX) program that would measure water depth, current speed, and water temperature (Petit, 2001). Unfortunately, due to the waves and currents, they were unable to install all of their equipment, and some of the equipment that was installed was torn from their moorings. Their research ended with spotty results due to the issues with the equipment, but the research did reveal some interesting facts. First is that rip currents are likely to form on a sandy beach where the waves can reshape the ocean floor, and where waves approach the beach at a 90-degree angle (Powell, 2007). This is due to the dynamic nature of the ocean floor changing

faster than expected. And second, because of the rapidly changing ocean floor it is difficult to predict the location of rips. This was illustrated on another day of research when they planned to study the water that was in between two rip currents that were 300 feet apart. The morning of the research, the two other rips were gone, and a new rip was formed where they wanted to conduct their research (Petit, 2001).

In 2003, Tim Stanton and Jamie MacMahan were once again researching rip currents. This time armed with some less expensive equipment, they were able to drop drifters into the rips to measure speed and direction. One of the drifters was rapidly taken seaward into the rip. It moved about 300 feet in 30 seconds, then turned sharply to the left and was doubling back on itself. This illustrates that rips are not always straight. Powell (2007) reports they can be more like a whirlpool and return towards the shore, and that the strength of the rip can change quickly. Infragravity waves, which are long, low frequency waves, can causes surges in the ocean which will make a rip go from slow to fierce in minutes (Powell, 2007).

Rip currents have been at the forefront of ocean safety. There are numerous websites that offer rip current information, and the NOAA website has a tremendous amount of rip current information. NOAA also sponsors the National Rip Current Awareness Week the first week of June. South Carolina Sea Grant has been an advocate for rip current awareness programs, and hosted a rip current awareness workshop at Coastal Carolina University in 2007. The workshop was attended by 50 different agencies in the state such as the National Weather Service, fire departments, and the media. The MBFD did not send a representative. Three years after the workshop, South Carolina Sea Grant conducted a survey to determine what method of educating the state's beach visitors was most effective. Surveys were given to visitors at three different beaches in the state. The City of Myrtle Beach was used, and 60 surveys were distributed. The

results revealed that most visitors did not know the specifics about rips, but they did know it pulled people away from shore. Visitors also indicated they prefer to receive information about rip currents from television messages and signs (McCoy, Howe, Ellis, & Bacon, 2010).

The survey concluded the best way to inform the visitors about rip current safety is during their stay on the beach (McCoy, Howe, Ellis, & Bacon, 2010). Another informational program that came from the workshop was the distribution of magnets that had rip current information on them to local hotels. There were 1,000 distributed to Myrtle Beach hotels (M. P. Slattery, personal communication, June 20, 2012). However, after contacting visitors in the hotels where the magnets were distributed, only 1% of them stated that they remember seeing a magnet in their room (M. P. Slattery, personal communication, June 20, 2012).

The USLA and Australia's Surf Life Saving (SLS) have both invested a great deal of time and money in to rip current education. In 2011, the USLA (2012) conducted ocean safety classes for over 232,000 people as well as continued to sponsor the "Break the Grip of the Rip" campaign to raise awareness towards rip current safety. Personnel from Surf Life Saving have educated over 132,000 students in 1,000 schools. They have traveled thousands of miles to educate children from the coast to the rural bush of Australia (SLS, 2010). They have even created a smartphone application. The application gives real-time information about 12,000 beaches in Australia. It provides information on weather, tides, currents, waves, water temperature, and hazards. It also gives information on protective services and beach regulations (SLS, 2011). Hoag Memorial Hospital in Newport Beach, California, has started Project Wipeout to teach children about ocean and rip current safety. This provides school age children with various child friendly instruments such as cartoons and coloring books to help educate them about rip currents (USLA, 2012).

Despite the community outreach from NOAA, USLA, SLS, and Project Wipeout, people still drown in the ocean from rip currents. Part of the reason is because the education on how to escape a rip is partially wrong. Most posters and brochures instruct swimmers caught in a rip to swim parallel to the coast. However, if the head of the rip is swirling or there is also a long shore current, swimming parallel may not be the best advice. The rip and long shore current may actually turn and head back to shore, and as the research of Tim Stanton and Jamie MacMahan revealed, this is quite possible. If this is the case, when the victim swims parallel but heads the wrong way and goes into the current, they will become fatigued and will lose to the strength of the current. Dr. Slattery stated that from his research, “about 80% of rips circle around and come back to the beach” (M. P. Slattery, personal communication, June 20, 2012). Because of this, victims should just be told to tread water and relax, signal for help, and once the current stops moving seaward, attempt to return to shore (Fletemeyer & Leatherman, 2010).

Another problem with education is the way warning signs are used. They depict a classic rip, but relying on someone to be able to identify an actual rip in the ocean is difficult, especially when some professional lifeguards can have problems locating rips (Fletemeyer & Leatherman, 2010). The problems with the signs influenced this project by again showing the need for education. And the education needs to be from personal contact as much as possible, not simply from an inanimate object.

The ocean does not always cause drowning by itself. In a study conducted in Australia by Driscoll, Harrison, and Steenkamp (2004), from July 2000 to June 2001, it was discovered that nearly one-fifth of the drowning cases that were studied revealed alcohol was a contributor to the fatal drowning. These results were consistent with results from previous studies that suggest alcohol contributes to 25% to 50% of unintentional drowning. Also, from 1959 to 1983,

21% of male drowning victims in Australia had alcohol intake prior to the incident, and nearly one-quarter of all drowning victims in New Zealand from 1992 to 1994 had a blood alcohol level greater than 0.1 grams per milliliter (Driscoll, Harrison, & Steenkamp, 2004, p. 179). Finally, when Michael Winerip, a writer for the *New York Times*, did an article on the ocean, a mother of an ocean lifeguard asked her son about a rescue of several people one day, the son replied, "Only one was really drunk" (Winerip, 2008).

Swimming in the ocean without lifeguards and swimming alone have been shown to increase the risk of drowning in the ocean. The USLA (2012) estimates a person's risk of drowning on a guarded beach is 1 in 18 million. Studies have shown that adults who cannot swim struggle to keep their head above water for one minute, and young children for less than 20 seconds (Moran, 2009). This illustrates the need for immediate rescue and the importance of rapid response because drowning is rapid. It is also important to have parental supervision for children in addition to the lifeguards. Moran (2009) reports that in a study in New South Wales, Australia, 29% of adults surveyed stated they did not stay close to their children under age five while in the ocean. And nearly half stated they watched their five to nine year olds from the beach, they were not in the ocean with them. Regrettably, the lack of supervision is identified as the primary cause of drowning in children over 80% of the time (Palmer, 2005).

Another issue that arises from drowning occurs when people attempt to rescue someone that is struggling in the ocean. The USLA advises that no one should attempt to rescue someone. In reality though, if the victim is a loved one or close friend, the helpless feeling of doing nothing may be too great to overcome. Certainly if the victim is a child, the parent's natural instinct will be to try and rescue the child. Tragically, many would-be rescuers end up as victims. Franklin and Pearn (2011) refer to this as the aquatic victim-instead-of-rescuer (AVIR) syndrome.

Franklin and Pearn (2011) did a study at the University of Queensland, Australia, that revealed 27 victims drowned from 2002 to 2005 in an attempt to save a primary victim. Sixteen of these would-be rescuers were adults trying to save a child. In Ireland, eight would-be rescuers drowned trying to save victims that were attempting suicide by drowning. Also conducted in the study was a test to determine how effective an adult is at throwing a rescue rope. Twenty percent of the adults could not get the rope within six feet of the victim, and another 20% did not hold on to the rope when they threw it (Franklin & Pearn, 2011, p. 46). This demonstrates the need to train and educate people how to help in a drowning emergency without becoming a victim themselves.

Being a minority increases the chance of drowning. African Americans are more likely to drown compared to whites, and drowning rates decline drastically for whites after age 15. African American children are three times as likely to drown as white children, and African American boys are twice as likely to drown compared to African American girls. Finally, 70% of African American children between six and 16 years of age have either a low ability to swim or cannot swim, which is twice the rate of whites. Hispanic children have nearly a 60% non-swimming rate (Lawrence, 2010).

Procedures

The descriptive research method was used for this research. After establishing the research questions and conducting the literature review, the next step was to identify what hazards are located along the Myrtle Beach coast that may contribute to an increased risk of ocean drowning. To identify the possible hazards, it was important to speak with several subject matter experts on the topic of ocean drowning and the associated hazards on the local beach. Dr. Paul Gayes, Ph.D., is the Director of the Burroughs and Chapin Center for Marine and

Wetland Studies in Conway, South Carolina, as well as the Palmetto Professor of Marine Science at Coastal Carolina University. Dr. Gayes was selected due to his extensive knowledge in coastal processes, coastal evolution and sea change, and his familiarity of Myrtle Beach's coastal waters. Dr. Gayes has conducted a great deal of research in the Myrtle Beach area since the 1980's. He has published numerous articles and made numerous presentations related to ocean processes. He has worked on several ocean research cruises and been awarded over \$500,000 in research grant monies. See Appendix C.

The second subject matter expert interviewed was Dr. Michael Slattery, Ph. D. Dr. Slattery is the South Carolina coastal processes specialist for South Carolina Sea Grant. Dr. Slattery performed his undergraduate work at Coastal Carolina University which afforded him many opportunities to study the Myrtle Beach coastal waters. In his current position, he also works as a community outreach educator and has frequent contact with the public through ocean safety programs. Dr. Slattery has research interests in sediment dynamics, wave dynamics, and coastal morphology as well as being published in professional journals. He possesses a great deal of field research experience, most recently performing coastal monitoring for wave prediction and rip currents. See Appendix D.

The final interview was conducted with Steven Pfaff. Mr. Pfaff is the warning coordination meteorologist with the Nation Weather Service (NWS) in Wilmington, North Carolina. The Wilmington section of the NWS covers the Myrtle Beach area. Mr. Pfaff is an experienced meteorologist that has a thorough background in ocean processes, namely rip currents, and has conducted research through the NOAA. He has extensive knowledge in rip currents and is currently researching tidal activities to help improve rip current predictions. Mr.

Pfaff has published a dozen articles, and helped establish rip current awareness programs in The Netherlands, South Korea, and Australia. See Appendix E.

In order to determine if there were any commonalities with the drowning victims, it was necessary to study the drowning reports. This was started by conducting a query of the MBFD incident report database. The database used by the MBFD is Fire Programs. This program has been used since 2000, with several changes in the data entry for medical responses over the years. Fire Programs meets the requirement for the National Fire Incident Reporting System (NFIRS) and every call for service is documented in this database. From 2005 until 2009, the MBFD entered medical call information into the EMS section of the NFIRS report. The drowning incidents were able to be queried by searching the drowning code from the cause of injury/illness field within the EMS section. This query resulted in 112 incidents with the primary cause of injury/illness as drowning. Each report was read and reviewed. Demographic information such as age, race, gender, as well as location was documented for any drowning incident that was deemed to be significant. For the purpose of this ARP, a significant incident required the victim to be transported to a medical facility with advanced life support procedures being administered, and a minimum of an altered level of consciousness or respiratory compromise. After screening the reports, 56 were determined to be significant.

In 2010 the MBFD switched from using the EMS section of the NFIRS report, to a separate EMS report module within Fire Programs. The department used this report for one year only. There was no way to query drowning responses in 2010 because the EMS module did not have drowning as a data point in the report. When asked about this, MBFD's data systems manager John Dobson stated, "It was just an oversight on the part of Fire Programs" (A. J. Dobson, personal communication, July 11, 2012). In 2011 the department switched to EMS

Charts, a completely different reporting system. A query was completed using EMS Charts for 2011. The identical screening process was used to determine what drowning incidents were significant, and ten met the criteria. There were a total of 66 significant near drowning incidents from 2005 until 2011, not including 2010. See Appendix F.

The Horry County Coroner's Office was contacted to determine the number of fatal ocean drownings within the City of Myrtle Beach. See Appendix G. This information was available through the Freedom of Information Act (FOIA). The coroner's office was able to provide ocean drowning data from 2005 until 2011. The information provided was the victim's age, gender, race, time of death, and location of the incident. Due to privacy laws, this was the only information that was distributed. A historic tides chart was utilized to determine if the incident occurred at low or high tide. If the incident occurred within 90 minutes of the actual tide time it was labeled as the corresponding tide, other wise it was labeled "B" for between tides. Finally, the day of the week was determined for each ocean drowning incident.

A request for ocean drowning reports from the MBPD Beach Patrol was also made. There was some initial resistance, however reports were made available for 2010 and 2011. These reports were reviewed for more detailed information than what the medical reports contained. The police reports were reviewed for witness statements, weather conditions, presence of rip currents, and any other information that may be useful.

In order to understand what other public safety organizations do to lessen the risk of ocean drowning incidents, a survey was created. The survey was created electronically through surveymonkey.com, which is an online survey service where the responses are kept anonymous. The survey was sent to 113 coastal fire departments. The departments were selected via their location on the oceanfront, or extremely close proximity to the ocean where they may serve as

mutual aid or their citizens may utilize the beach. The survey was sent to departments on the Atlantic coast from Virginia to Florida, the Gulf coast from Florida to Texas, and southern California on the Pacific coast. The questions were created to determine how the departments protect citizens near the ocean, and what programs they use to lessen the risk of ocean drowning.

Along with gaining an understanding of what other agencies do, it was important to gain a solid understanding of the operations within the City of Myrtle Beach since ocean safety and rescue is handled by the police department. Personal conversations were held with two Beach Patrol supervisors at different times. Discussions covered ocean rescue response and how they educate the public on ocean safety and drowning prevention. Also, the City's lifeguard agreement and requirements were reviewed.

After speaking with the Beach Patrol supervisors, it appeared necessary to get the MBFD employee's views about ocean drowning prevention and ocean rescue. A survey was created, again using surveymonkey.com, asking the employees to share their experiences and views regarding ocean drowning education and ocean response, and to gauge their interest in the topic. This survey was sent to all 143 emergency service personnel.

In order to better understand how visitors and local residents view ocean drowning, it was imperative to get their feedback. The "Executive Fire Officer Survey for Visitors" was created and it was geared towards visitors. The questions were generated to describe the visitor's behavior and attitude toward the ocean, and in what manner they would be open to receive ocean drowning prevention information. The survey was printed in a hardcopy form, and the data was gathered in several ways. A local hotel was willing to distribute the surveys to guests as they checked in. A stack of surveys was left at the front desk, along with a box on the front counter marked "Surveys" where the completed surveys were to be returned. The surveys were dropped

off prior to Memorial Day weekend, as the general manager stated they had near 100% occupancy. Unfortunately, after several weeks of limited surveys returned, and observing the front desk workers not distributing them to the guests, it was obvious this method was not effective.

The other method used was simply approaching people on the beach and asking them to participate in the survey, and most people were willing. Data was also collected when visitors would stop by the fire station for a tour, and they were asked to take the survey. There were 125 visitor surveys completed. The only selection criterion of the participants was that they were over the age of 18 years. There was no bias based on gender, race, or national origin.

A local resident survey was created, with the same intentions as the visitor survey. The "Executive Fire Officer Survey for Residents" asked the same questions, with two exceptions. The surveys were distributed to local residents to complete. The questions were generated to describe the resident's behavior and attitude toward the ocean, and in what manner they would be open to receive ocean drowning prevention information. There were 137 resident surveys completed.

It was also important to gauge the interest of local businesses and what their level of participation, if any, would be. Different local businesses were contacted about participating in an ocean drowning prevention campaign. The media, hotels, restaurants, and other retailers were contacted by phone and/or in person. Furthermore, when discussing ocean drowning prevention, getting the message into the schools is essential. A meeting was set up with James LaPier, principal of Lakewood Elementary. Lakewood serves pre-kindergarten to fifth grade, and is located 1.1 miles from the ocean. In the meeting, Mr. LaPier was asked about the school's interest in ocean drowning prevention and what could be done to lessen the risk to children.

The final research method used was personal observation by going to the beach and observing the behaviors of beachgoers and lifeguards. The signage was also observed, and the amount of people on the beach.

There were limitations to the research. The first, and by far the largest, was the lack of good documentation in all of the reports. First, the Horry County Coroner's Office does not have a computer system. According to Deputy Coroner Duane Brown (personal communication, May 10, 2012) the office doesn't have access to a simple spreadsheet tool. This made collecting the ocean drowning reports time consuming, and some information was missing. The research was done by an employee of the coroner's office, and it took quite some time to get the data. Also, since a human being was manually looking through files, it is quite possible that an incident was missed, or inaccurate data was relayed.

Next, the MBPD's data was simply disorganized. There were numerous reports that could not be found. Investigator Guthinger stated that the MBPD has switched data management systems several times over the past decade, and since the drowning and near drowning reports are not a criminal act, they get less priority. Added to that is the fact that two years ago the MBPD switched to a new Computer Aided Dispatch (CAD) system. Since the new CAD went on line, the police officers document their reports into the CAD. The new CAD does not have a code for drowning, so the officer has to complete a written report on all fatal drowning incidents. Another problem lies in the fact they do not do a report for non-fatal near drowning incidents, so there is no current statistics on near drowning incidents from the Beach Patrol.

The MBFD also has documentation shortcomings. Prior to using electronic medical reports in 2005, all medical reports were handwritten on state approved patient care forms. These reports are now archived, and the only way to get drowning information would be to read

every report looking for drownings. Since 2000 there have been four different ways to document medical responses. This has created difficulties locating reports at times. For example, there is no way to query drowning reports at all from 2010. That is a complete year of data that is missing.

Coding errors were also discovered while reviewing the MBFD reports that were coded as drowning. It was discovered that many reports were coded as a drowning simply because they occurred in or near the ocean. One example is a report that was coded as a drowning incorrectly, when actually it was a separated shoulder from a skim board accident where the victim was sitting at the edge of the surf. The call was dispatched as a near drowning, but the cause of the injury was a fall, not a drowning as it was coded. These errors contribute to false data, and it was only discovered after in depth reviews of the reports.

Privacy laws were another limitation. Due to patient privacy laws, there is no way to access medical records. Because of this there is no way to ascertain if alcohol, drugs, or anything else may have played a role in the drowning. Privacy laws also affect the Beach Patrol's data, as a victim may be transported to the hospital alive but in critical condition. The Beach Patrol cannot get any further information regarding the victim's status from the hospital, thus not allowing for completely accurate data from the Beach Patrol's aspect.

The final limitation was the number of completed surveys. Both the resident and visitor surveys had a good number of completions. However, with 14.7 million visitors annually the question can be raised as to how many visitor surveys need to be completed to get a better representation. Even if the percentage needed was merely one percent, it would be extremely difficult to complete over 147,000 surveys. The surveys sent to the fire departments received less than a half completion rate. Many of the participants sent additional feedback via e-mail,

however it would have been more valuable to receive more participants. Finally, the survey sent to MBFD personnel received about a 60% completion rate. Again, having the completion rate closer to 80% or 90% for employees would have given a better reflection of the personnel's views.

Results

Dr. Gayes, Dr. Slattery, and Mr. Pfaff all provided a comprehensive list of hazards off of the Myrtle Beach coast that may contribute to drowning. The unanimous top three were rip currents, waves, and debris. Some of the other risks included marine animal attacks, lightning, waterspouts, and tsunamis. Far and away though, the biggest hazard is rip currents. This is consistent with the literature and with the findings in the incident reports. According to the confirmed drowning incidents that occurred between 2007 and 2011 in Myrtle Beach, 37% were caused by rip currents. This is only the confirmed rips, there may have been more but due to the lack of credible witnesses and other information they cannot be confirmed. There are also a large number of near drowning reports that stated the victim was pulled out into the ocean. These incidents may very well have been caused by a rip, but with the lack of definitive diagnosis by a professional, they cannot be counted even though the probability is high some of them were caused by rips.

The next hazard is the waves. Again, all three subject matter experts were in agreement. The reports show that close to one-third of the near drowning victims were knocked down by a wave, causing the near drowning incident. In a 2011 near drowning incident involving a male and female victim on Beach Club Drive, both victims were hit by a large, plunging breaker and this contributed to the near drowning. There were fatal drowning reports that had waves as a

possible cause as well. Often times the victim that was knocked over by a wave was then caught in a rip and was pulled seaward, or a longshore current that pulled them down the shoreline.

The final hazard is debris. Due to the currents and tides, debris is continuously moving in and out. With a large amount of the ocean floor in Myrtle Beach being rocky, these rocks break away and are moved around by the waves and currents. These rocks can cause injuries that may contribute to drowning. Dr. Gayes has photos of rocks coming ashore at 18th Avenue South and 52nd Avenue North. Other debris includes seaweed that may tangle up a swimmer, and trash. Dr. Gayes stated that there is a lot of debris still offshore from hurricanes, even Hurricane Hugo that hit in 1989. He added that there is rebar stuck in parts of the ocean floor as well as concrete and construction materials.

Litter is a problem too. Litter on the beach gets pulled into the ocean by the tides. This can range from aluminum cans to beach chairs and canopies that people leave overnight and the tide pulls them into the ocean. Not to mention the litter people throw in the ocean from the piers. All of these may injure a swimmer and contribute to drowning.

There were, however, no documented drowning or near drowning incidents from debris. There were drownings caused by trauma from hitting the bottom of the ocean, but nothing from coming in contact with debris. After personal observation, it was noticed that the beach is kept relatively clean. It does not appear that litter from the beach is much of a problem. The City's Public Information Officer, Mark Kruea (personal communication Aug 4, 2012), stated that the beach is swept and raked daily by heavy machinery around 3:30 a.m., and trash is cleaned up daily as well.

This author was present on the beach observing behaviors of people while on the beach and in the ocean. It did appear most young children had an adult near them, within ten feet.

However, when the child was older, roughly beginning at the early teen years, many were in the ocean alone or with friends, but no accompanying adult.

Another observation on the beach was the vast amount of people. This raised the question as to how many people one lifeguard can effectively protect and watch. For example, lifeguard stand #13 is in front of a large high-rise resort. The resort contains 526 guest rooms. If 80% of the rooms are occupied with just two guests, there are 841 guests that may be on the beach. This is not including people entering from public beach accesses or people from neighboring hotels. The sheer number of people on the beach actually creates a hazard because it is difficult to monitor them. When asked about this observation, Dr. Gayes confirmed the population on the beach can create problems, but he added, "How do you know when too many people become too many" (P. Gayes, personal communication, June 20, 2012)? He did add that overcrowding is a problem elsewhere as well, but municipalities are having a tough time regulating it and deciding when to close the beach, and how to monitor it.

When reviewing the various reports, there are some definite commonalities found in the data. The coroner's data shows 22 fatal ocean drowning incidents occurred from 2007 to 2011. The data reveals that 12 of the 18 drowning incidents from 2007 to 2011 with known occurrence times happened at low tide. Also during this timeframe, 19 of the drowning victims were male, and only three female. Whites accounted for twice as many drowning victims than blacks and Hispanics. The data also reveals adults are much more likely to drown than minors, as only two victims were under the age of 18, with none being less than 12 years of age. Nearly half of the victims were between 33 and 44 years of age. Excluding 2008 where the incidents times are unknown, half of the drownings occurred while lifeguards were present, and the other half occurred when lifeguards were not on duty.

When examining the locations for the fatal drowning incidents, there is no set pattern. The incidents seem to range all over the City. The day of the week really does not seem to matter either. Saturday, Wednesday, and Thursday are all tied for the most drowning incidents with four each. Tuesday and Friday had the least over the time period with one and two respectively. Time of the day is random as well, although about 25% of the 18 incidents with known times occurred between midnight and 5:00 a.m.

When evaluating the near drowning incidents from 2005 until 2011, males experienced near drowning incidents about twice as often as females. The significant near drowning incidents frequently happened on Saturday. In fact, Saturday has twice as many near drowning incidents than the next busiest day which is Friday. Fridays, Saturdays, and Sundays make up the bulk of the near drowning incidents, 11, 22, and 10 respectively, with nearly two-thirds occurring on the weekends. Less than one-third of the incidents occurred when lifeguards were not present. Race does not appear to be a significant factor, although blacks suffered seven more near drowning incidents compared to the 28 incurred by whites. Time seems to be a commonality, of the 66 significant near drowning incidents, 39 of them occurred between 1:00 p.m. and 6:00 p.m.

The location of the incidents is more significant in near drowning rather in fatal drowning. In some years there is more of a commonality regarding the location than in others. In 2005, of the 20 near drowning incidents that occurred, 14 were in an approximately 22 block area from 11th Ave South to the state park, and three others occurred between 24th Avenue North and 26th Avenue North. In 2006, all but one of the near drowning incidents occurred between 9th Avenue North and 26th Avenue North. Six of the near drowning incidents in 2007 took place sporadically throughout the City, with the three exceptions happening between 7th Avenue North

and 9th Avenue North. In 2008, there were some clustering of near drowning incidents as three happened between 11th Avenue South and 12th Avenue South, three occurred between 15th Avenue North and 18th Avenue North, and two occurred at 30th Avenue North. There were ten significant near drowning incidents in 2009. Of these, four happened between 5th Avenue North and 7th Avenue North, three between 18th Avenue North and 20th Avenue North, and two occurred at 4th Avenue South. As with 2009, there were ten significant near drowning incidents in 2011. This time, the incident locations moved towards the north end of the City limits. Half of the incidents occurred in a nine block area from 74th Ave North to Beach Club Drive. Two others occurred at 5th Avenue North.

There have been 18 victims that have drowned because of a rip current according to NOAA. See Appendix H. When evaluating the commonalities for the victims that drowned in a rip current, gender is significant. Of the 16 confirmed rip current drowning incidents in Myrtle Beach since 2001 where the gender is known, 13 were male. In fact, the last 20 confirmed rip current drowning victims in North and South Carolina have been male. Age is another noteworthy commonality, of the 16 confirmed rip drowning victims where the age is known, eleven have between 30 and 50 years old.

Since the MBFD does not handle ocean rescue, nor provide ocean safety education, when answering the third research question it was necessary to completely understand the scope of services provided by the MBPD Beach Patrol. The Beach Patrol does just what the name suggests, it patrols the beach and waterfront. It also monitors and oversees the operations of the four contracted lifeguard services within the City of Myrtle Beach.

Investigator Guthinger (personal communication, July 17, 2012) stated there were usually two Beach Patrol officers working at all times. There may be more, but two is the average.

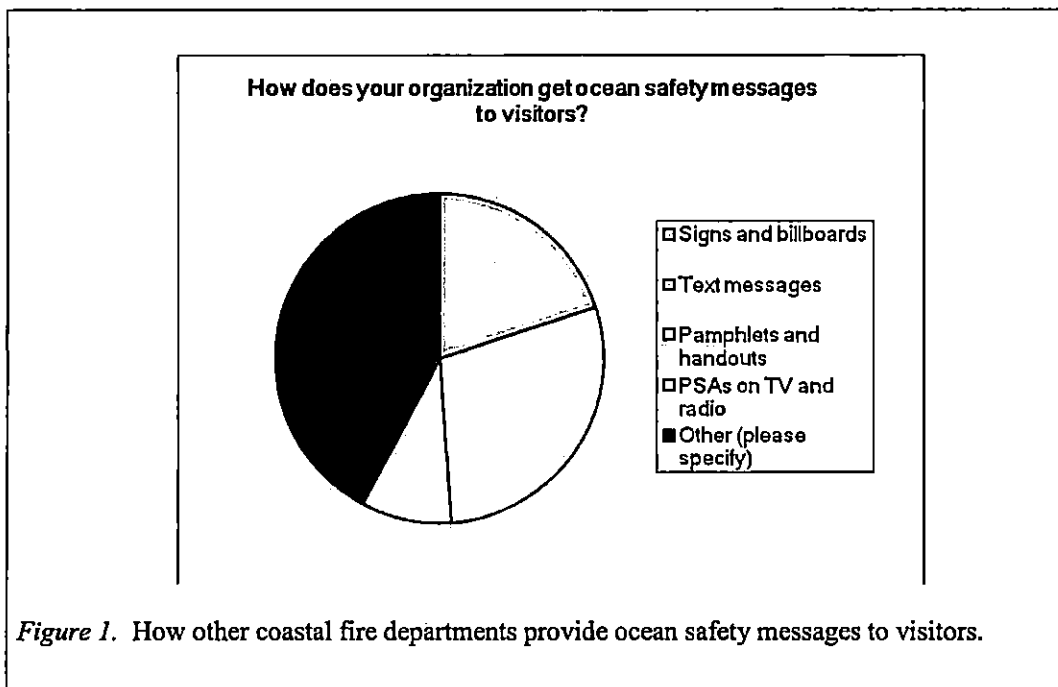
Their job is to respond to any beach emergency. They also oversee the City's four different contracted lifeguard services. When a drowning call comes in, two officers respond. The first officer on scene swims out to keep the victim afloat and assist lifeguards if they are present. The second officer will launch the jet ski and affect the rescue if the victim has not been returned to shore (M. Guthinger, personal communication, July 17, 2012).

As far as education, the Beach Patrol really does not do much. They will speak to civic organizations when requested, and there is the Junior Lifesaving Program at Myrtle Beach Elementary that 20 children participated in school year 2011/12. Sergeant Phillip Cain (personal communication, June 2, 2012) says they also look at trends and will address them as needed. This is more reactive than proactive. An example cited by Sergeant Cain is Hispanics swimming in full clothing. The MBPD Beach Patrol has noticed an increase in Hispanics wearing full clothing, including blue jeans, while swimming in the ocean. Sergeant Cain added that they have approached Hispanic churches and tried to educate them on wearing proper swim attire to reduce their risk of drowning (P. Cain, personal communication, June 2, 2012).

When asked whether or not their fire department performs ocean rescue, 60.8% of the fire departments participating in the survey do. The other 31.2% do not. The next question asked if lifeguards have other tasks besides protecting the ocean, and overwhelmingly 91.5% answered that they do not. This is in sharp contrast between the lifeguard operations in Myrtle Beach. The lifeguard services in Myrtle Beach are permitted to rent boogie boards, beach chairs, and umbrellas. During personal observation there were 40 rental umbrellas each with two rental chairs between lifeguard stands 10 and 11, all were rented and occupied. This illustrates the density of the crowd on the beach. The City's lifeguard agreement allows for the rental of these

items, but also requires every tenth stand to be “lifeguard only” with no rentals (City of Myrtle Beach, 2008).

Over half of the respondents’ lifeguards were employed by the fire department. This is in contrast to the 11.6% of organizations that contract to an outside agency as the City of Myrtle Beach does. A surprising statistic is that less than half of the departments provide ocean safety within their public education message. And when asked how they get ocean safety messages to visitors, signs and billboards were used 20% of the time, and pamphlets and handouts were distributed 28.9% of the time. There were 42.2% that replied in the “other” category. About half of the comments reported the department did nothing. And others mentioned speaking to community groups and using social media. No one used text messages, illustrated in Figure 1.



When asked if the department has received support from local businesses for ocean safety, nearly 81% responded they have not. Of the 19.1% that have, most have received

financial support, uniforms, or equipment. One department stated they have entered into a partnership with Toyota. Toyota provides the vehicles, in exchange for certain naming and marketing rights.

There were 29 responses about what programs have been effective in reducing drowning incidents. The most popular and effective was the implementation of a Junior Lifeguard Program. Another popular means was simply maintaining an excellent lifeguard service that also promotes safety and talks to visitors on the beach about ocean safety. The other two effective strategies were increasing lifeguard stand staffing by opening the stands at 7:00 a.m. and closing them at 8:00 p.m., instead of the traditional eight to five o'clock hours, and outlawing alcohol on the beach.

When asked what local ordinances have improved overall ocean safety the number one measure was a minimum distance that boats must remain away from shore. The distance ranged from 300 to 500 yards. Several others also mentioned designated swimming areas, designated activity areas for surfing, kayaking, etc., no swimming around natural or manmade structures, and no alcohol on the beach. One area outlawed the use of inflatables. In contrast, another area distributed personal inflatable devices.

After understanding what the MBPD Beach Patrol does, and how other fire departments handle ocean safety, it was important to gain an understanding of the how the employees of the MBFD view ocean safety. Surveys were sent to all personnel within the Emergency Services Division, and 86 were completed. Over 80% of the participating employees reported that they have responded to an ocean drowning where the victim had a minimum of an altered level of consciousness. Nearly 60% of the respondents reported arriving on scene of a possible ocean

drowning and the victim was still in the water. Current MBFD policy does not allow for personnel to enter the ocean.

While on duty, 53.5% of the participants stated that they have been asked about ocean safety. Almost everyone, 97.7%, would like ocean safety and drowning prevention to be included in the department's public education program, with 2.3% of the respondents not wanting the inclusion. And nearly 75% are willing to teach ocean safety and drowning prevention in public education events. Finally, when asked about being part of an ocean rescue team, 91.9% of the employees that responded to the survey would be interested in ocean rescue response.

When administering the surveys to residents and visitors, a lot of feedback was received. Many people gave comments and the survey was well received. Many visitors shared their experiences of the beach being closed due to excessive rips or large waves, to seeing the fire department work on a drowning victim. Most residents received the survey well also, and many made comments about an ocean drowning prevention program is long overdue. One participant even expressed thanks and gratitude and stated, "All of this information is excellent and will save lives. Thank you."

When attempting to ascertain the attitudes and views of visitors and residents about ocean drowning prevention, and how they could be educated on the topic, it was important to compare the responses to understand the differences in the two groups. When asked about swimming abilities, both groups believed they were either excellent or average. About 10% more residents believed they were excellent swimmers compared to the visitors. And more visitors believed they were below average swimmers compared to the residents as seen in Figure 2.

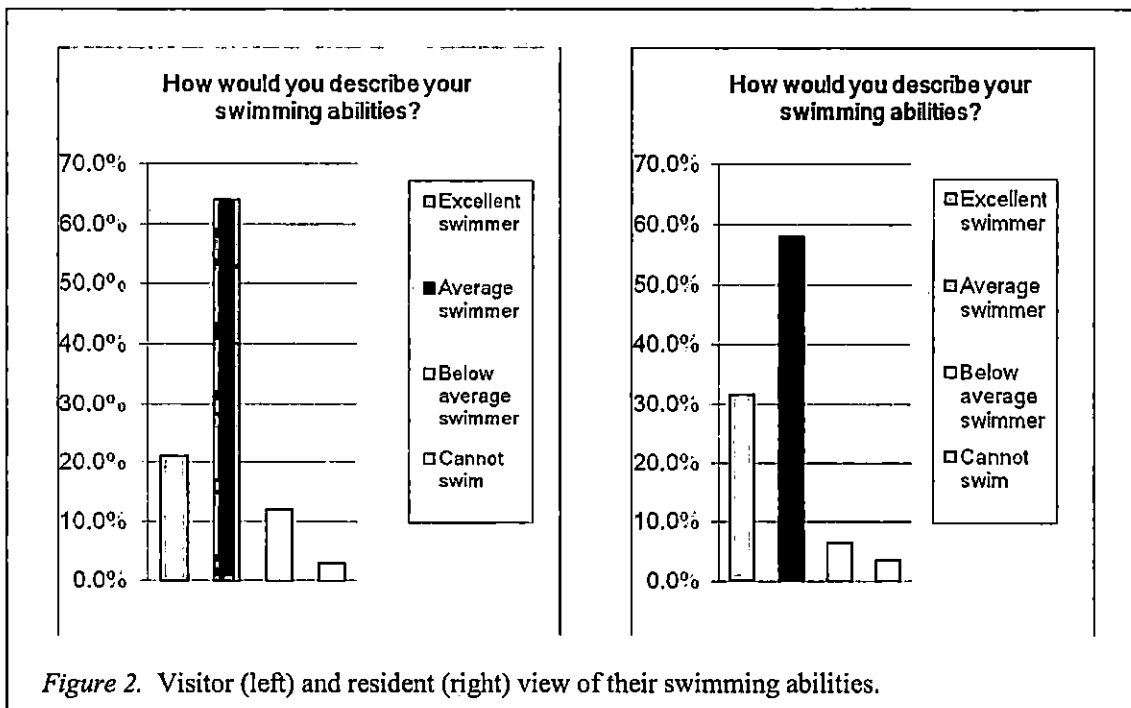
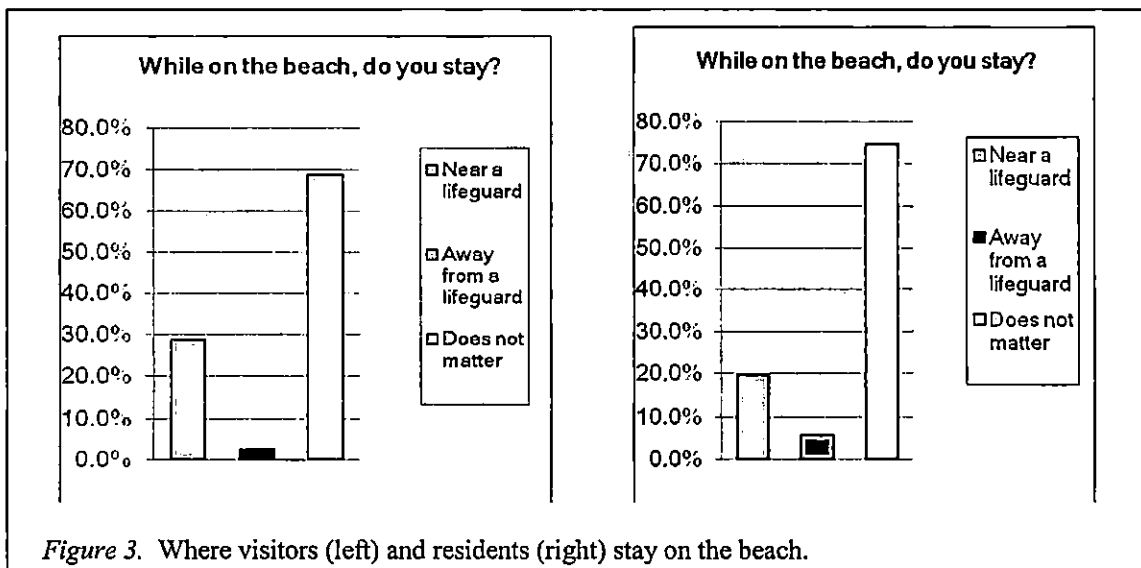
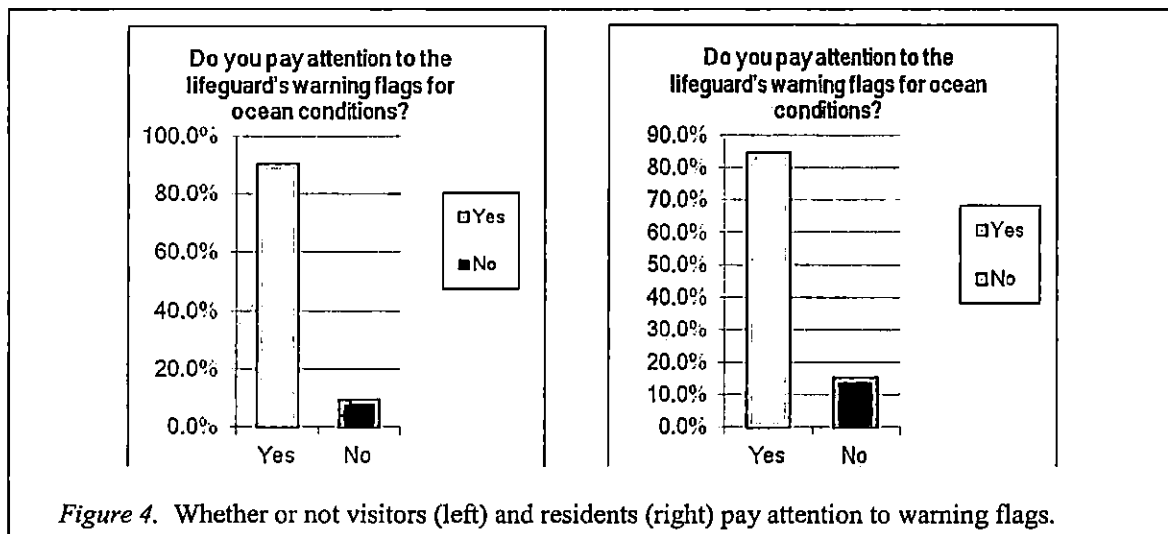


Figure 3 shows that when deciding where to stay on the beach, 28.8% of the visitors prefer to stay near a lifeguard, compared to 19.7% of residents. However, the vast majority have no preference whether they are near a lifeguard, but nearly 6% of residents intentionally avoid the lifeguard.



Overwhelmingly both groups pay attention to the warning flags posted by lifeguards on the beach; 90.4% of visitors and 84.6% of residents as Figure 4 reveals. A good follow-up to this would be determining if they actually know what the flags mean.



Nearly 80% of residents have received information regarding ocean safety and rip currents. This contrasts to the 63.2% of visitors that have been informed about ocean safety and rip currents as shown in Figure 5.

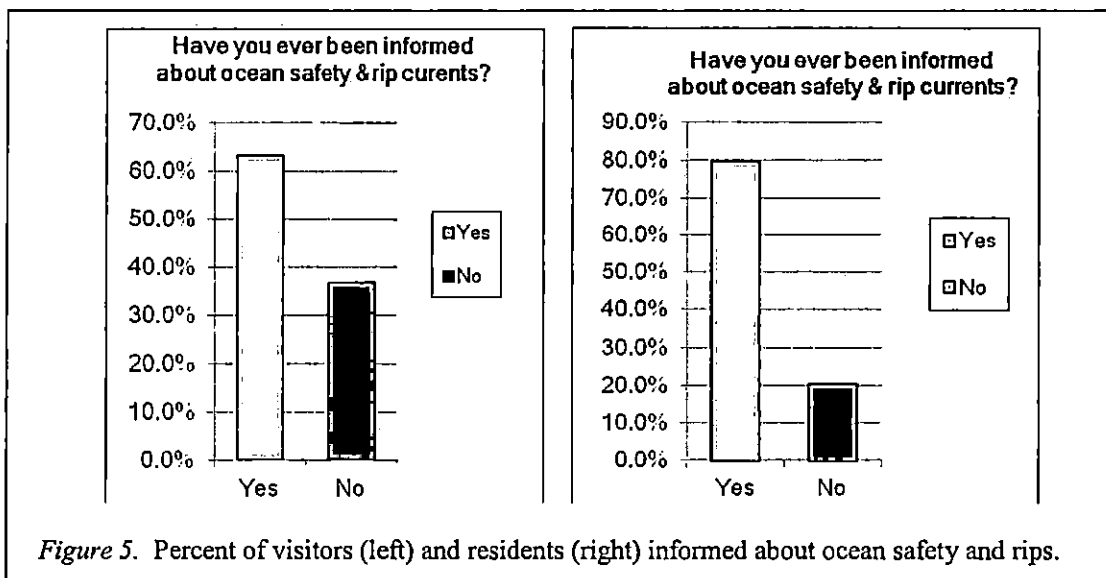
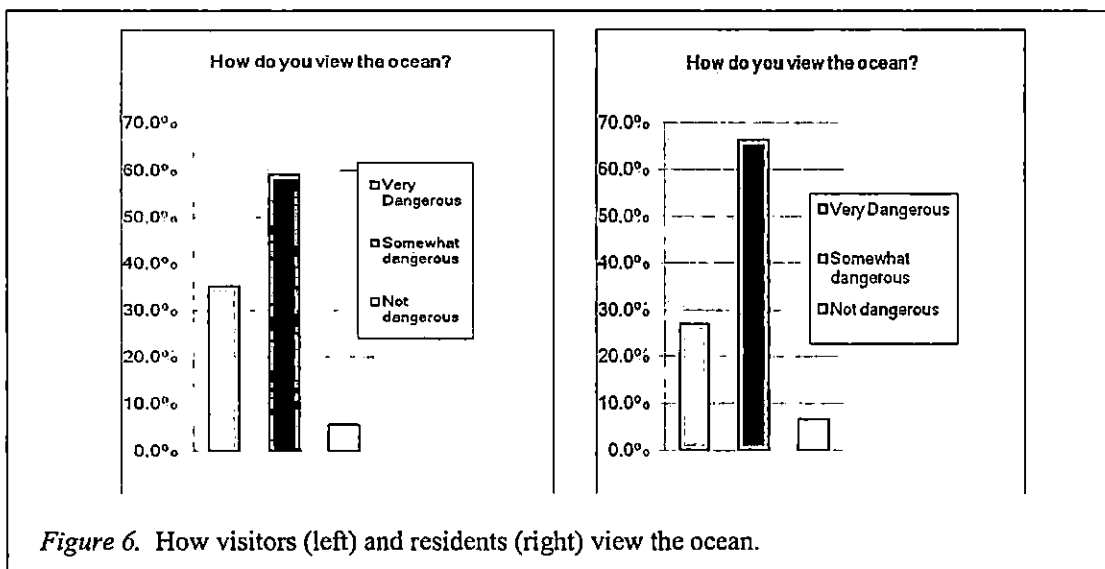
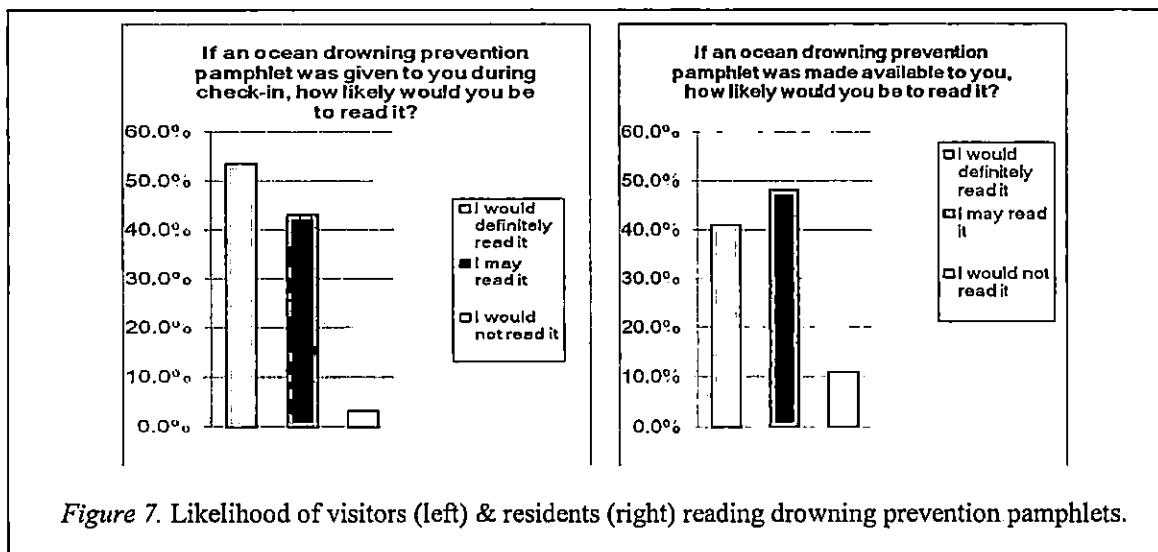


Figure 6 illustrates another difference is in the way the two groups perceive the ocean. 35.2% of visitors believe the ocean is very dangerous, which is about 8% higher than the way residents perceive the danger level of the ocean.



Nearly 54% of visitors responded they would definitely read a pamphlet on ocean drowning prevention if one was made available to them at check-in. Under 41% of local residents would definitely read the ocean drowning prevention pamphlet illustrated by Figure 7.



Both groups have similar views about public service announcements (PSA) on television and radio. Figure 8 shows the numbers are close in the belief they may be very or somewhat effective. However, twice as many visitors believe they would not be effective.

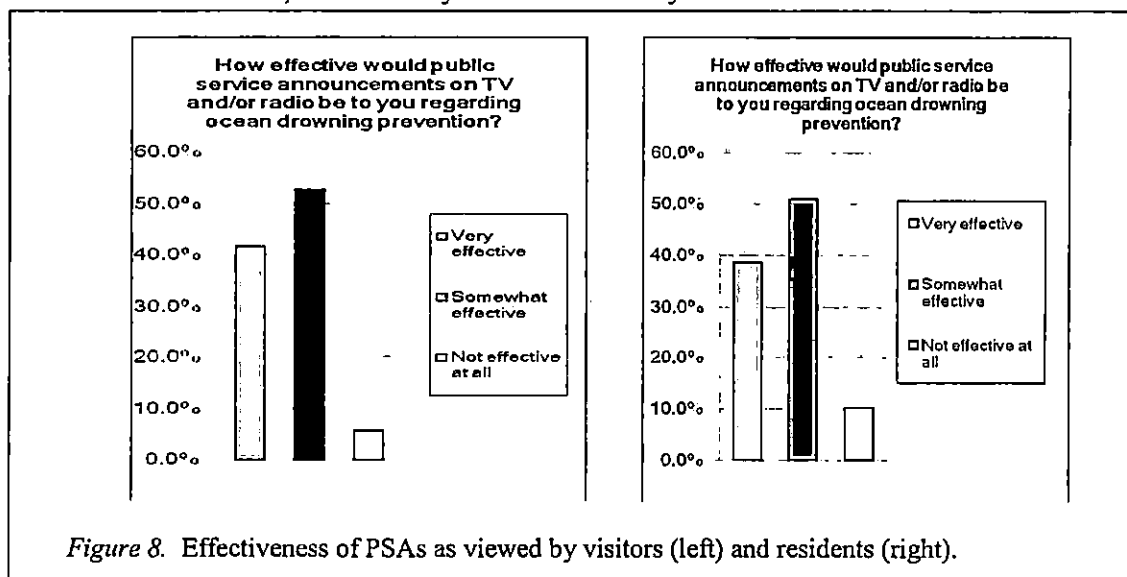


Figure 8. Effectiveness of PSAs as viewed by visitors (left) and residents (right).

When asked if they would attend a short ocean safety program conducted at the resort or by the realtor, only 16% of visitors said they would definitely attend, and 32% said they would not attend. The residents were basically evenly split as shown in Figure 9.

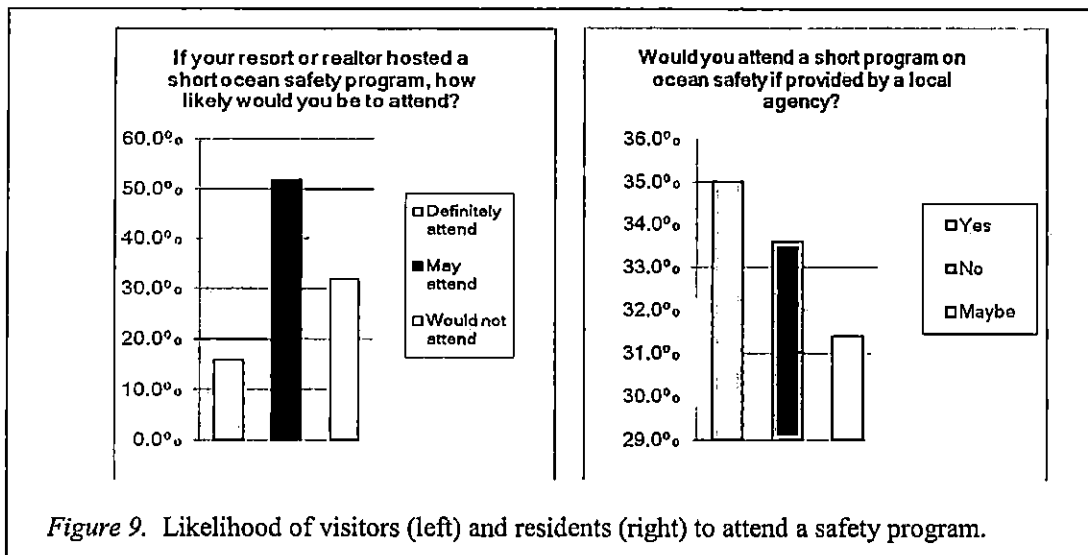


Figure 9. Likelihood of visitors (left) and residents (right) to attend a safety program.

When responding to how they would like to receive information on ways to reduce ocean drowning, one-third of the visitors would prefer warning signs on the beach. Pamphlets and handouts along with radio and television messages were the next most popular choices. 12% of the visitors would like to receive text messages, and there were several people that stated they would like to see the messages sent via social media outlets. See Figure 10.

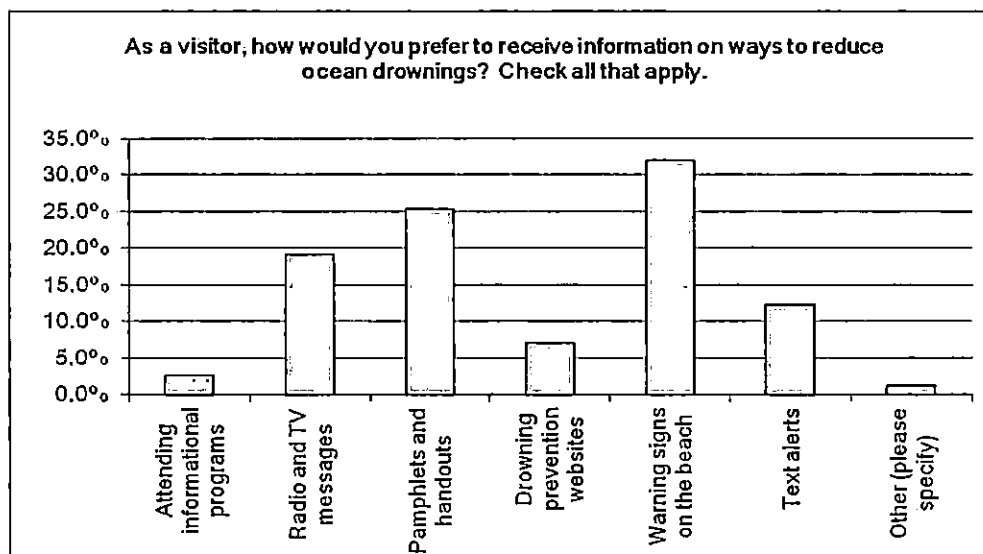
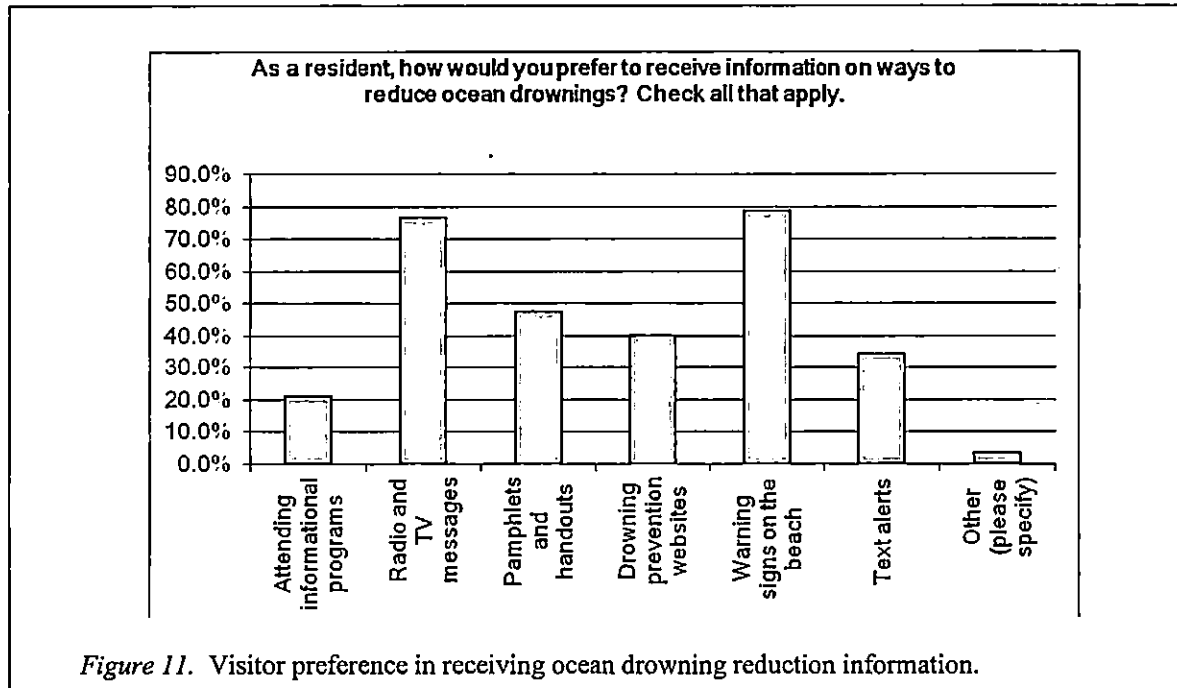


Figure 10. Visitor preference in receiving ocean drowning reduction information.

Warning signs on the beach and radio and television messages each received over 75% as preferred ways residents would like to receive ocean drowning prevention information. Text alerts were popular with 34.4%, and it appears most residents do not want to attend an informational program, as this received the lowest amount of selections. In the other category, one person believed the fire department should be canvassing the beach to inform visitors,

another believed real life stories should be shared on television, and the final participant believes it should be the school's responsibility. See Figure 11.



The final question was only asked to the residents, and that was about whether or not ocean safety and drowning prevention should be taught in school. An overwhelming 86% of the resident participants believe that it should be. With this in mind, a meeting was set up with James LaPier, principal of Lakewood Elementary. This elementary school is located just over one mile from the beach. When asked if the school district has a water safety program, he replied, "No, there is no district-wide water safety program" (J. LaPier, personal communication, August 6, 2012). He added that during the guidance period, children are taught about illegal drugs, strangers, and gun safety, but nothing about the water. He went on to say that a water safety program could be added at Lakewood during guidance, but it would be taught in that school only as it would be difficult to make a change across the entire district.

He continued by saying that standardized testing has made it difficult to add anything extra to the curriculum, and that teachers cannot deviate much, they simply do not have that autonomy. The federal government makes it hard to add anything because the schools need to make their benchmarks every year. And taking time away from academics is a bad move if the school does not achieve their benchmarks. "Most administrators are not going to add something that we aren't held accountable for to sacrifice something we are held accountable for" (J. LaPier, personal communication, August 6, 2012).

Mr. LaPier did add his support for a complete ocean safety program for the school. He recognizes the need for water safety in general, and ocean safety in particular at Lakewood since it is close to the ocean and its students live close to the ocean. He added that he would be willing to offer this type of program during the guidance period, and maybe it will become a platform for all coastal schools in the district.

Schools were not the only community entity investigated regarding community participation in ocean drowning awareness and prevention. Several local hotels were contacted about their willingness to host or participate in a drowning prevention program. No definitive responses were given one way or another, but there did appear to be resistance to the suggestion. Almost all hotels that were asked play rip current awareness videos on their closed loop television channel in guest rooms. Attempts were made to contact the Hotel-Motel Association in order to reach a larger hotel pool, but no contact was ever able to be made.

Support was pledged by local businesses outside of the accommodations arena. One large big-box store was willing to pledge support, as well as a large national warehouse wholesaler. A national fast food restaurant chain stated they would participate, as well as a popular worldwide restaurant chain. Janice Duffy, Director of Marketing for the Hard Rock

Café, stated, “We will do whatever you need us to do. I think this is a great idea” (J. Duffy, personal communication, June 14, 2012). A local radio station was approached about doing public service announcements. The radio station offered to do free recordings of PSAs delivered by fire department employees, and that they would be willing to play them on all of the other local stations the company owns. Finally, the MBFD has a corporate sponsor team that supports the department’s public education program which brings another dozen more businesses into play.

Discussion

The biggest hazard associated with ocean drowning in Myrtle Beach is rip currents. This is consistent with the information found through the literature review as well. The USLA states that 80% of their 32,000 rescues in 2011 were caused by rip currents (USLA, 2012) and rips kill between 100 to 150 people annually. The statistics show that in 2011, 60% of the fatal ocean drownings in Myrtle Beach were caused by rip currents. Some of the near drowning reports also have documented information about possible rip current involvement, but these cannot be confirmed. These findings firmly illustrate the need for implementation of rip current education.

The next two hazards are caused from waves and debris. Kim discussed the incident where a plunging break knocked over an 18 year old male, driving him into the ocean floor and causing permanent paralysis (Kim, n.d.). A similar incident recently occurred in Myrtle Beach in early July, 2012. A 71 year old male was struck by a wave, hit his head on the ocean floor, and sustained a fractured cervical vertebra. The victim is now paralyzed from the neck down. The findings are also consistent with the three subject matter experts regarding the dangers of waves. SONAR imaging of the ocean floor in Myrtle Beach reveals that it is made up of hard sediment and rock. As Kim stated, the sand on the ocean floor can be as hard as concrete (Kim, n.d.).

Debris in the form of loose sediment and rock is pushed towards the shoreline from the continental shelf (Pinet, 2009). The Myrtle Beach ocean floor is comprised of coarse sediment (United States Geological Survey, 2009), and this can be hazardous and cause trauma to those in the ocean. The three subject matter experts agreed on this, and Dr. Gayes provided photos he has taken showing rocks washed up on the beach around 18th Ave South and 52nd Avenue North. He also provided evidence of debris from hurricanes that was in the ocean. This certainly appears to be a legitimate hazard, although when reading the drowning and near drowning reports, none appeared to be caused by entanglement or trauma from debris. Also, the amount of large debris that can potentially be pulled into the ocean from the beach in the summertime is probably minimal due to the efforts of the City in raking, dragging, and thoroughly cleaning the beach nightly (M. Kruea, personal communication, August 4, 2012).

The last finding in the results for the first research question came from personal observation, and this was the large volume of people on the beach. This raises the question as to how many people can one lifeguard effectively protect, and in what amount of area. As Dr. Gayes offered, it is difficult to place a number on how many people can be on the beach, and a community that relies on the ocean and beach does not want to close its primary attraction. Nonetheless the sheer amount of people on the beach can create a hazard as lifeguards cannot possibly see everyone and emergency response vehicles have greater difficulty maneuvering to a call due to the congestion. It even gets difficult for parents to watch their children. The USLA (2012) reports the chances of drowning while on a beach protected by lifeguards is 1 in 18 million, but they do not mention the number of lifeguards needed per person. And as stated by Palmer (2005), 80% of drownings are partially due to a lack of supervision. Further research

into the amount of people that can be safely protected by lifeguards should be conducted as well as how the City will go about monitoring the congestion.

According to the CDC (2012), unintentional drowning is the second leading cause of death in children under the age of 14. The results indicate that one victim was in that age range and the incident occurred in 2009. The reports did not reveal if any of the victims were trying to perform a rescue of another. However, in the MBPD Beach Patrol witness statements, each drowning that occurred in 2011, someone attempted to rescue the victim. This corresponds to the Australian study about AVIR syndrome. The would-be rescuers put their selves in harm's way to help someone else (Franklin & Pearn, 2011). In some of the 2011 cases they knew the victim, in others they did not.

Lawrence (2010) states that African Americans are three times more likely to drown compared to whites. The results reveal that whites had over twice the number of fatal drownings than African Americans. However, when it came to near drownings, African Americans had more incidents than whites. This illustrates the need to educate everyone equally on ocean drowning prevention, and not just profile based on national statistics. A glaring result was based on gender. Males drowned six times more often than females, and suffered twice as many near drownings. It is difficult to assume why this is happening without verifiable data and research, but this is an area that definitely needs further examination.

Alcohol can play a role in drowning. As illustrated in Driscoll, Harrison, and Steenkamp's 2004 study, up to half of unintentional drownings are caused by alcohol. Unfortunately, any information pertaining to alcohol or drugs in the victim's system was unobtainable. While observing people's behavior on the beach, there were an exorbitant number of people drinking alcohol on the beach, even though it is a violation of City ordinance (City of

Myrtle Beach, 2011). Even though there is no firm data regarding alcohol involvement with drowning in Myrtle Beach, Sergeant Cain of the Beach Patrol (personal communication, June 2, 2012) offered his experience. He stated in his opinion anyone that has a drowning or near drowning incident after 11:00 p.m. has been drinking. He believes that alcohol lessens their decision making abilities and that is why they go in the ocean when it is late. "People are having fun, partying. Then someone says 'let's go swim in the ocean.' They think it's a good idea, but it's not." He added that he has arrested people for swimming in the ocean at night and "usually they're drunk" (P. Cain, personal communication, June 2, 2012).

When looking at other public safety organizations, the results indicate that most participating departments are similar to the MBFD when it comes to public education. The USLA and SLS have provided excellent public education, but the fire service has not. Two-thirds of the departments provide ocean rescue, but less than half provide education relating to the ocean, and only a quarter provide it in the schools. With the scrutiny of public education it is easy to comprehend why extra curricula are not taught in school. But all of the participating agencies are on or near the ocean, and it seems that school children should be educated on the risks of the ocean.

One result that was in sharp contrast to what occurs in the City of Myrtle Beach is regarding the lifeguards' duties. The City of Myrtle Beach Lifeguard Agreement (2008) allows for the lifeguard services to rent various beach items. The lifeguard makes a commission, the lifeguard service makes money, and the City gets a percentage as well. Nearly 92% of the participating departments reported that the lifeguards do not do anything other than guard the beaches. Again, the USLA (2012) states the chances of drowning are 1 in 18 million when on a guarded beach. But if the lifeguard is not watching the water because someone wants to rent a

beach umbrella, rescue may come too late for a struggling victim. This practice is a revenue generator for the City, the lifeguard, and the service, however this must be changed. The USLA's statistics prove that the ocean must be guarded, and this cannot be done if other tasks become a priority over public safety.

The employees of the MBFD seem to have a strong interest in ocean safety and drowning prevention. Nearly 98% of the employees that participated in the survey believe ocean safety and drowning prevention should be included in the department's public education message. This is an overwhelming finding, one that illustrates the employee's recognition of educating the public about pertinent community risks. Nearly three-quarters of the employee participants stated they would be willing to teach ocean safety and drowning prevention. This again shows the dedication and buy-in of the employees to this important topic. The employees are willing to take on extra responsibilities. Adding ocean safety to the public education message will be an easy sell to the employees, and this is an opportunity the department should not pass up.

When comparing the responses from the residents and visitors, most of the results were pretty similar. One major difference was in reading material for ocean safety and drowning prevention. The visitors were more likely to definitely read a pamphlet or brochure than the residents. This makes the point that visitors will read information if it is provided, but most do not want to spend their vacation at a safety program on ocean drowning prevention. This also shows the importance of getting the information to the visitors, as most will read it.

Warning signs on the beach are the most popular way residents and visitors want to receive ocean safety information. Fletemeyer and Leatherman (2010) discuss that because rip currents do not always look like the classic version, signs can be misleading. The literature is opposite of what the citizens say they want. In spite of the literature, signs should be used if this

will get the message to both visitors and residents. Residents also stated that they believe PSAs on television and radio will be very effective. The visitors have less stock in the PSAs, but this is not surprising as they do not live in town year round. The residents will get more from PSAs since they are exposed to local media more than transient visitors.

When it comes to getting the local businesses involved there appears to be support. The businesses that were contacted seemed to embrace the idea, and willing to do whatever is needed. The one area of concern is with the hotels and resorts. The fact they are somewhat hesitant to advertise ocean safety may be from several different reasons. The simple involvement of more governmental regulations may be difficult for the hotels and resorts to embrace. They may be frustrated with government, and simply do not want to do anymore than is already required by law. The reasons why they are hesitant is another area that should be examined.

Dr. Slattery had a theory on why the resorts and hotels resist doing ocean safety. He stated when he contacted hotels and resorts within the past year about rip current safety, the results he received were similar to the results in this ARP. He spoke to several managers that stated they were afraid of litigation. They believed that recognizing there may be hazards in the ocean would open them up to civil liability if someone gets hurt. Basically, they would acknowledge the danger, inform their guests of the possible danger, but not do anything to stop them from entering the danger. The other aspect was of false advertising. They were afraid that they advertised the ocean and beach, but when the guest arrives they give them a list of dangers and how to avoid getting hurt or killed. In their opinions, giving out ocean safety and drowning prevention information would be opening the door to lawsuits. (M. P. Slattery, personal communication, June 20, 2012).

Recommendations

The purpose of this research was to create a program based on an ocean risk assessment that would lower the number of drowning and near drowning incidents. Based on the data collected and the literature, there are several items that can be done to achieve the goal of lowering the number of drowning and near drowning incidents.

Education must be provided to residents and visitors. An ocean safety and drowning prevention program should be created. The MBFD should train all employees in ocean safety and drowning prevention that are certified as state public educators. This should be in conjunction with South Carolina Sea Grant, the USLA, and NOAA. The program must include rip current awareness, wave and tidal information, and other ways to remain safe at the beach including such topics as lightning safety and the roles of lifeguards. The program will be administered at public education events, and offered to churches, civic organizations, and held monthly at the community room at fire station #6. This program should begin no later than March 31, 2013.

The ocean safety and drowning prevention program needs to be implemented in the schools. The newly created education program should be reviewed by the principal of Lakewood Elementary. The program can be tweaked to meet the needs of elementary school children. This will be a pilot program delivered by the MBFD public education officer along with the school's guidance counselors. The program should be ready for delivery by the second week of January, 2013.

Informational signs must be used to help educate the public. The signs must be specific to the dangers for various locations in the City. One simple, generic sign will not be effective. The signs should be placed at beach accesses and provide information about the possible dangers

at that location. All of the signs should also provide rip current information. Information regarding specific dangers for specific beach locations within the City can be ascertained from research conducted by South Carolina Sea Grant and Coastal Carolina University. The signs should be in place by Easter weekend, 2013.

The final two educational recommendations are for the distribution of rip current information to visitors and the use of the internet. Rip current information should be given to hotel or resort guests when they check-in. Or, the hotel or resort may send the guest an electronic version of the document via e-mail. Finally, hotels and resorts should be encouraged to post rip current awareness on their websites, or a link to NOAA's website for rip currents. The official City of Myrtle Beach website will also provide rip current information, as well as other ocean safety information. These requirements should be in place by Easter weekend, 2013.

There are several engineering recommendations, the first being the use of geographic information systems (GIS). The City will map the drowning and near drowning incidents as they occur using the City's GIS program. This will help track patterns and possible problem areas. Another engineering recommendation will be the creation of an ocean drowning prevention PSA. Several will be recorded for the radio. Local television stations should be approached as well, for the use of PSAs on television.

The final two engineering recommendations are the collection of data and use of text alerts. A database for all ocean drowning and near drowning incidents should be started. This will be in conjunction with the MBPD Beach Patrol, and all drowning and near drowning incidents will be documented. As incidents occur, the information should be forwarded to NOAA in Wilmington to provide them with accurate data. Text alerts will be sent to anyone that signs up for them. The text alerts will include the rip current threat for the day from the NWS,

water temperature, tide times, wind speed and direction, and wave heights. When conditions worsen, additional text alerts will provide any necessary warning information. All of the engineering recommendations should be in place by Easter weekend, 2013, except for the joint database that will begin January 1, 2013.

With regard to enforcement, a clear and definitive standard should be created to define when the beach should be closed because it is too dangerous. The standard should address the requirements for this, and allow the Beach Patrol supervisor to close certain sections of the beach as they are affected. This should also be done in conjunction with forecasting from the NWS and data from offshore buoys through NOAA and Coastal Carolina University.

Another key enforcement aspect is increasing the amount of "lifeguard only" stands on the beach. Currently every tenth stand must be "lifeguard only," the others can rent various beach amenities. These rentals generate revenue, and that should be taken into consideration. However, since this can redirect a lifeguard's attention away from watching the ocean, every fifth stand should be "lifeguard only." This change should be made in the City's lifeguard agreement and included in the 2013 Request for Proposals for Lifeguard Services.

With the MBPD Beach Patrol handling ocean rescue and the MBFD administration unwilling to enter into ocean rescue, there is not much that can be done in emergency response. The MBFD already provides advanced life support with aggressive drowning interventions and protocols. One way to assist the lifeguards and the Beach Patrol is to place paddleboards on the utility vehicles at fire stations that cover beachfront. The response assignment for an ocean drowning incident will add one extra unit, and the utility vehicle will respond on the beach. A trained employee can deploy the paddleboard while wearing a personal floatation device. This will limit the risk to the employee, avoid putting the employees on scene in a no-win situation by

not being able to help when the citizens are expecting them to, and provide an action that may save someone from drowning. Training can be conducting by the MBPD Beach Patrol for selected employees, and done while on duty to avoid overtime costs. A response policy should be implemented by Easter weekend, 2013. The cost of outfitting the four stations that cover beachfront with a ten foot paddleboard is approximately \$2,200.

By implementing these changes, ocean drowning and near drowning incidents can be reduced.

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e=view&displayGroupName=News&limiter=&currPage=&disableHighlighting=&sortBy=&displayGroups=&action=e&catId=&activityType=&scanId=&documentId=GALE%7CA18358912&userGroupName=scschools&jsid=211fbb62ae1e5b2a35bc58ec032f0e8d

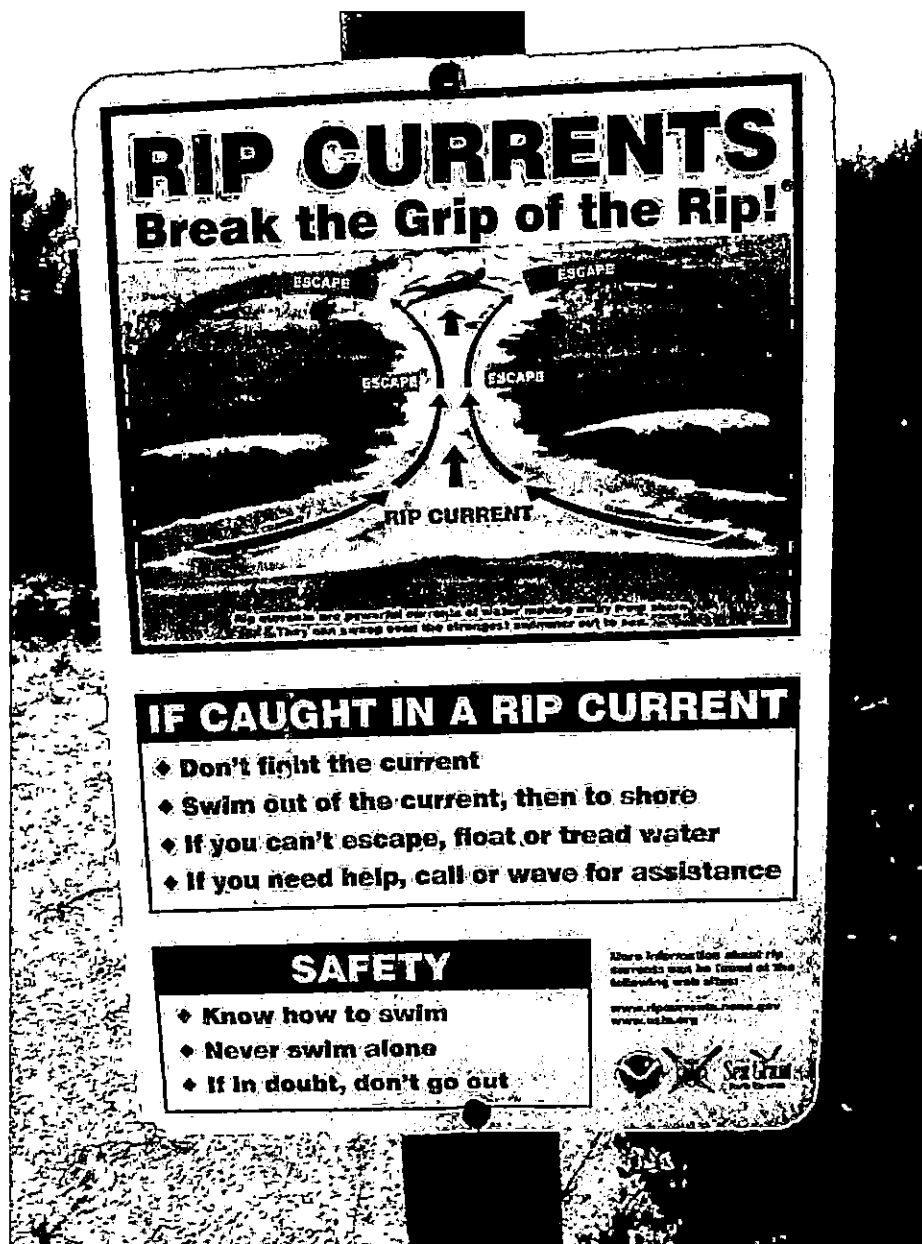
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Appendix A. The shoreface geology of Myrtle Beach between 32nd Ave South (red arrow) and 2nd Ave North (blue arrow). The lighter the shades, the harder the ocean floor (United States Geological Survey, 2009).



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Appendix B. Standard rip current sign commonly used in Myrtle Beach. Photo taken at the Myrtle Beach State Park.



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Appendix C. Curriculum Vitae and Interview with Paul T. Gayes, Ph.D., June 20, 2012 at

Conway, South Carolina.

Education

- State University of New York at Stony Brook - Ph.D. 1987
- The Pennsylvania State University - M.S. 1983
- State University of New York at Stony Brook - B.S. 1981

Professional Experience:

- 1989 - Present: Director, Center for Marine and Wetland Studies
- 2000 - Present: Palmetto Professor of Marine Science and Geology
- 1987 - 2000: Asst./Assoc./Full Professor of Marine Science and Geology

Research Interests:

- Coastal evolution and geologic framework
- Beach processes and erosion
- Climate and relative sea change

Publications:

- Ojeda, G. Y., Gayes, P.T., Van Dolah, R.F. and Schwab, W.C., 2004, Spatially Quantitative Seafloor Habitat Mapping: Example From the Northern South Carolina Inner Continental Shelf: *Estuarine Coastal and Shelf Science*, v. 59, p. 399-416.
- Scott, D.B., Collins, E.C., Gayes, P.T. and Wright, E., 2003, Records of pre-historic hurricanes on the South Carolina coast based on micropaleontological and sedimentological evidence with comparison to other Atlantic coast records: *Geological Society of America Bulletin*, vol. 115, no.9, pp.1027-1039, Sep 2003
- Baldwin, W.E., Morton, R., Schwab, W.C., Gayes, P.T., and Driscoll, N.W., 2004, Maps showing the stratigraphic framework of South Carolina's Long Bay from Little River to Winyah Bay; Open-File Report - U. S. Geological Survey, Report: OF 2004-1013, 2004
- Gayes, P.T., Schwab, W.C., Driscoll, N.W., Morton, R.A., Baldwin, W.E., Denny, J.J., Wright, E.E., Harris, M.S., Katuna, M.P. and Putney, T.R., 2003, Sediment Dispersal pathways and conceptual sediment budget for a sediment starved embayment: Long Bay: in Davis, R. Sallenger, A. and Howd, P., *Coastal Sediments*, American Society of Civil Engineers, St. Petersburg, FL
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- Jutte, P.C., Van Dolah, R.F and Gayes, P.T., 2002, Recovery of benthic communities following offshore dredging Myrtle Beach, South Carolina, *Shore and Beach*, v. 70, no 3., pp 25-30.

Presentations

- Gayes, P.T., Schwab, W.C., Driscoll, N., Morton, R., Baldwin, W.E., Denny, J., Ojeda, G.Y., Harris, M.S., and Katuna, M., 2004 (Invited), Integrated Regional Sea Floor Mapping of the

Shoreface: Linking the Shelf and Beach Systems, Geological Society of America Combined Northeast/South East Meeting, Washington DC.

- Gayes, P.T., Schwab, W.C., Driscoll, N.W., Morton, R.A., Baldwin, W.E., Denny, J.F., Ojeda, G.Y. and Park, J.Y., 2002 Transgressive Shoreface Architecture Within a Sediment Starved Arcuate Strand: Long Bay, South Carolina, Annual Meeting of the American Geophysical Union, SF. Ca.
- Gayes, P.T., Schwab, W.C., Driscoll, N.W., Morton, R.A., Baldwin, W.E., Denny, J.J., Wright, E.E., Harris, M.S., Katuna, M.P. and Putney, T.R., 2003, Sediment Dispersal pathways and conceptual sediment budget for a sediment starved embayment: Long Bay: Coastal Sediments, Amer. Soc. of Civil Engineers, St. Petersburg, FL

What are ocean hazards off the coast of Myrtle Beach?

1. Definitely rip currents. They are not usually as fierce here compared to the Outer Banks of North Carolina, but they're the top risk.
2. The waves would be next. You can certainly get injured and increase the risk of drowning when hit by a plunging breaker. It seems most people tend to stay out of the water when the waves are too big, which is good. After years the beach gets eroded, the shoreline is usually steeper and the waves do not loose energy. This can create a problem
3. Debris would be third. There can be a lot of debris out in the ocean that can injure someone and contribute to drowning. After Hurricane Hugo there were pools, rebar, etc., and they're still out there. There is still debris from Hurricane Hazel. Most of the debris from the storms that missed us recently, Fran, Bonnie Floyd, Irene, it tended to stay north.

Also the ocean floor make-up is dangerous. A lot of area is made up of a rocky substraigh. The beach by Hurl Rocks Park is all rock, but it does get covered up and uncovered over time. These rocks can get loose and really do some damage to someone.

4. Marine animals can cause panic and injury and lead to drowning. There have been several bites this month.
5. Storm water runoff pipes that lead into the ocean and can cause injury and lead to secondary drowning.

6. Oyster beds and barnacles on objects in ocean can cause injury.
7. Marsh can be a problem. People venture into marsh which can be like quicksand. If it's low tide and they get stuck, when the tide comes in they could drown because marsh mud is difficult to get free of.

Appendix D. Curriculum Vitae and Interview with Michael P. Slattery, Ph. D., June 20, 2012 at Conway, South Carolina.

Education

- Doctor of Philosophy, Marine and Atmospheric Science, Stony Brook University, Stony Brook, New York, *December 2010*
- Master of Science, Earth Science, University of North Carolina Wilmington, Wilmington, NC, *2006*
- Bachelor of Science, Marine Science, Coastal Carolina University, Conway, SC, *2002*

Professional Experience

- Coastal Process Specialist-South Carolina, SC Sea Grant/Coastal Carolina University, Conway, SC 2011-present

Research Interests

- Coastal sediment dynamics
- Coastal wave dynamics
- Barrier Island migration/development
- Beach morphology and Evolution
- Coastal Marine Issues
- Environmental and Marine Education/outreach

Field and Lab Experience

- Coastal Monitoring-Rip currents, Stony Brook University, Stony Brook, NY 2005-2010
- Coastal Monitoring-Beach evolution, Stony Brook University, Stony Brook, NY 2005-2010
- Estuary Management, New York State Department of Environmental Conservation, East Setauket,
- Ground Water Monitoring, Guam, joint Stony Brook University and Woods Hole Oceanographic Institute, *November 2008*
- Georgica Pond Breaching, joint Stony Brook University and US Army Corps of Engineers, Stony Brook University, Stony Brook, NY, *April 2008*
- Identifying the Nature of Inner Shelf Sediments, Long Bay, NC *2003-2005*
- Barrier Island Development, North Island, Georgetown, SC

Publications

- Bokuniewicz, H.J., N. C. Kraus, S. Munger, M. Slattery and R. Coffey. 2011. Monitoring Incipient Breaching at an Artificial Inlet: Georgica Pond, New York. *Journal of Coastal Research*, Special Issue 59: *111-117*
- Slattery, M.P., H.J. Bokuniewicz, P.T. Gayes. 2011. Flash rip currents along the south shore of Long Island, NY. In S. Leatherman, J. Fletemeyer, *Rip Currents: Beach Safety Physical Oceanography and Wave Modeling*. Boca Raton, FL. CRC Press: 31-43
- Buonaiuto, F.S., M.P. Slattery, H.J. Bokuniewicz. 2011. Wave Modeling of Long Island Coastal Waters. *Journal of Coastal Research*, 27(3): 470-477.
- Slattery, M.P. 2010. Assessing the nature of rip currents along the south shore of Long Island, NY: Dominant rip type and insights into possible forcing mechanisms. Ph.D. Dissertation. Stony Brook University.
- Slattery, M.P. 2006. The Influence of the Cape Fear River on Characteristics of Shelf

Sediments in Long Bay, NC. M.S. Thesis. University of North Carolina Wilmington.

What are ocean hazards off the coast of Myrtle Beach?

1. Far and away the biggest risk is from the rip currents. They are unpredictable and most people cannot recognize them. They can pop up quickly, and go from nothing, something that may tickle your feet, to something that can pull you out quickly.
2. Waves would be number 2. Even though the curvature of the state limits the size of the waves, there are still pretty big waves out there. Asymmetry causes the long shore current which is half way between the breakers and the beach. They are quite strong in Myrtle Beach and can displace you, but doesn't take you out. It can injure and cause secondary submersion.
3. Debris is a problem. People throw things off of the piers which can cause injury. Dr. Gayes has pictures of all kinds of different debris in the ocean. He also has pictures of rocks floating up on the beach. These rocks can seriously hurt someone and lead to submersion. There are ledges in downtown Myrtle Beach that pieces can break off of, and pure hard rocks on south end.
4. Bacteria can be a problem, especially around the swashes, but that's not something that will cause you to drown.
5. Marine animal attacks can cause submersion. There was a shark attack a few weeks ago (early June) and a few other bites. Probably just blue fish, but it can freak people out and cause a panic. You can't forget allergic reactions from bites and stings as well.
6. Alcohol is a hazard. People lose their ability to make good decisions. In all probability most drownings at night all alcohol related.
7. People not watching their children. The long shore current takes the child down the shoreline, and the parents forget where they are. There are a lot of lost children every day on the beach.

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Appendix E. Curriculum Vitae and Interview with Steven R. Pfaff, July 17, 2012 via telephone call from Myrtle Beach to Wilmington, North Carolina.

Education

Kean University - Union, NJ 1991-1994, B.S. Meteorology, Minor Mathematics
Ocean County College – Toms River, NJ 1989-1991, Associates Degree Liberal Arts

Professional Experience

- 2008-Present Warning Coordination Meteorologist - National Weather Service Wilmington, NC
- 1998-2008 Senior Forecaster - National Weather Service Wilmington, NC
- 1996-1998 Journeyman Forecaster - National Weather Service Corpus Christi, TX
- 1994-1996 Meteorologist Intern - National Weather Service Corpus Christi, TX
- 1993-1994 Meteorologist - WNBC-TV New York, NY
- 1992-1993 Asst. Environmental Scientist - GPU Nuclear, Forked River, NJ

Current Research

- *Tidal influences of rip current activity in the WFO Wilmington, NC County Warning Area* 2010 to present, in an effort to improve the rip current prediction scheme.

Publications

- Carolinas Coast Marine Weather Portal, COOS and NOAA's NWS Working Together for the Marine Community. *Science and Management*, November 2007
- Supporting Coastal Managers Through the IOOS. *Proceedings Coastal Zones Conference* Portland, OR July 2007
- Overview and Model Analysis of the 25-26 January 2004 Carolina Coastal Plain Ice Storm. *Eastern Region Technical Attachment*, June 2007.
- A Mesoscale and Storm-Scale Analysis of the Rapid Mini-Supercell Formation and Tornadogenesis Associated with a Remnant Tropical System. *AMS 23rd Conference on Severe Local Storms*, November 2006.
- A WSR-88D Investigation of a Non-Characteristic Severe Thunderstorm Over Southeast North Carolina. *Eastern Region Technical Attachment*, September 2002.
- NOAA's Rip Current Program: Forecasting and Raising Public Awareness About the Drowning Machine. *NOAA Magazine*, August 2002
- The Dominant Wave Period: What the Forecaster May Be Missing? *Abstract: WFO Morehead City Marine and Coastal Seminar*, May 2002
- El Nino Hurricane Climatology of the Texas Coast. *Southern Region Technical Attachment*, August 1997.
- Model Performance of a South Texas Heavy Rain Event. *Southern Region Technical Attachment*, October 1996.
- QPF Biases: Which Model Performed Best During a South Texas Heavy Rain Event? *Proceedings Fifth National Heavy Precipitation Workshop*, September 1996.
- Emergency Response: A Meteorologist's Perspective. *American Nuclear Society Fourth Topical on Emergency Preparedness*, April 1994.

What are ocean hazards off the coast of Myrtle Beach

1. Rip currents are the worst. Due to the asymmetry of the coastline rips aren't as bad as the Outer Banks of North Carolina or even the Wilmington area. But this doesn't mean they are not a risk. When there are south winds blowing from Frying Pan Shoals it will create high, dangerous rip currents for Myrtle Beach. Visitors don't understand why it may be sunny and nice outside, but if there is a bad storm in the ocean it will make for unsafe swimming due to rips.
2. Breaking waves and plunging breakers that break right near the shore can cause injury and drowning. People have been hit by waves and knocked to the ground and drown. Others have even been paralyzed by waves.
3. Any type of debris can cause problems. A swimmer could get tangled and then be unable to stay afloat. Anything that is in the ocean is a risk.
4. Piers can cause trauma by striking the pier's structural components. People that are swimming by the pier are where fish are feeding and they can end up getting a marine bite. There are also rips around piers and debris from the people on the pier.
5. Jellyfish and man o-wars can be problematic. After several days of a heavy onshore follow, a man o-war problem will be created.
6. Lightning is a risk because people won't leave when they hear thunder. If you can hear thunder then lightning is close. People run if you yell shark, but no one runs if you yell lightning. In Sunset Beach, North Carolina a man went outside after a storm and was hit by lightning. Lightning is five times hotter than the sun, so it literally blew him up. Waterspouts are a risk too, but pretty low.
7. Tsunami is a low probability, but a very high impact. If a tsunami came from Puerto Rico or the Azores, it would cause problems. A small 2 foot wave would create a large amount of inflow.

Appendix F. Significant near drowning incidents in the City of Myrtle Beach. 2005 to 2009,
and 2011 as gathered from MBFD Fire Programs and EMS Charts.

Date	Time	Age	Race	Gender	Location
Saturday, May 28, 2005	18:35	54	W	F	State Park
Saturday, June 11, 2005	10:04	18	H	M	27th Ave South
Saturday, June 11, 2005	12:32	36	W	F	22nd Ave North
Sunday, June 12, 2005	13:43	42	W	M	69th Ave North
Sunday, June 19, 2005	11:34	17	B	M	15th Ave South
Monday, June 20, 2005	14:23	14	B	M	32nd Ave South,
Monday, June 20, 2005	14:23	15	B	M	32nd Ave South
Monday, June 20, 2005	14:23	15	B	M	32nd Ave South
Sunday, June 26, 2005	19:26	33	B	M	State Park
Tuesday, July 12, 2005	14:29	57	W	M	16th Ave South
Friday, July 22, 2005	11:25	15	B	M	3rd Ave South
Saturday, July 23, 2005	16:21	58	W	M	23rd Ave South
Saturday, July 23, 2005	18:02	30	B	M	17th Ave South
Monday, July 25, 2005	16:21	11	B	M	9th Ave North
Friday, August 12, 2005	17:53	12	B	M	11th Ave South
Friday, August 12, 2005	17:53	14	B	F	11th Ave South
Friday, August 26, 2005	13:02	17	W	M	26th Ave North
Saturday, August 27, 2005	13:26	26	B	F	18th Ave South
Monday, September 12, 2005	12:05	75	W	M	24th Ave South
Tuesday, October 04, 2005	15:22	61	W	M	26th Ave North
Sunday, April 23, 2006	13:58	19	B	M	21st Ave North
Thursday, June 15, 2006	11:13	20	H	M	20th Ave North
Saturday, September 02, 2006	11:49	6	B	M	26th Ave North
Friday, July 14, 2006	17:27	20	W	M	76th Ave North
Saturday, July 29, 2006	18:45	30	B	M	9th Ave North
Saturday, June 17, 2006	20:48	14	B	M	9th Ave North
Saturday, September 02, 2006	19:27	8	B	F	26th Ave North
Saturday, June 02, 2007	16:32	31	W	M	4th Ave South
Wednesday, July 04, 2007	17:49	60	W	M	68th Ave North
Saturday, July 14, 2007	1:02	35	B	F	12th Ave South
Friday, July 27, 2007	10:05	12	B	M	16th Ave South
Sunday, August 12, 2007	15:25	18	B	M	7th Ave North
Friday, June 22, 1900	17:49	16	B	M	15th Ave South
Sunday, August 19, 2007	18:01	37	W	M	28th Ave South

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Sunday, August 19, 2007	18:14	20	B	F	9th Ave North
Sunday, August 19, 2007	18:14	20	W	F	9th Ave North
Thursday, June 12, 2008	20:04	30	B	F	28th Ave South
Friday, July 11, 2008	14:03	22	W	F	11th Ave South
Wednesday, August 13, 2008	18:48	45	W	M	12th Ave South
Wednesday, August 13, 2008	18:48	17	W	M	12th Ave South
Wednesday, August 20, 2008	18:26	14	B	M	18th Ave North
Wednesday, August 20, 2008	18:26	37	W	M	18th Ave North
Saturday, September 06, 2008	19:03	24	B	M	30th Ave North
Saturday, September 13, 2008	13:46	34	B	F	72nd Ave North
Sunday, September 14, 2008	11:19	50	W	F	30th Ave North
Tuesday, October 14, 2008	13:08	50	W	M	15th Ave North
Friday, July 10, 2009	18:31	15	B	M	7th Ave North
Friday, July 17, 2009	12:21	25	W	M	5th Ave North
Saturday, July 18, 2009	12:23	24	B	M	4th Ave South
Saturday, July 18, 2009	12:23	29	B	M	4th Ave South
Friday, August 07, 2009	15:45	41	W	M	20th Ave North
Sunday, August 16, 2009	14:19	70	B	M	18th Ave North
Thursday, September 10, 2009	13:04	52	W	F	18th Ave North
Saturday, October 24, 2009	16:13	22	B	M	6th Ave North
Saturday, October 24, 2009	16:13	28	B	M	6th Ave North
Saturday, May 23, 2009	14:01	33	B	F	70th Ave North
Friday, May 27, 2011	12:32	22	B	F	17th Ave North
Friday, September 02, 2011	15:41	64	W	M	16th Ave South
Saturday, June 11, 2011	16:10	28	B	M	77th Ave North
Saturday, August 13, 2011	19:21	60	W	M	74th Ave North
Friday, June 03, 2011	15:05	49	W	M	1000 Beach Club Dr.
Friday, June 03, 2011	15:05	45	W	F	1000 Beach Club Dr.
Monday, July 04, 2011	17:36	21	W	M	5th Ave North
Saturday, July 16, 2011	14:55	21	W	M	20th Ave North
Monday, July 04, 2011	17:30	34	B	M	5th Ave North
Wednesday, August 03, 2011	17:42	44	B	M	77th Ave North

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Appendix G. Drowning statistics from the Horry County Coroner 2007 to 2011 within the City of Myrtle Beach.

Date	Time	Age	Race	Sex	Tide	Location
Wednesday, July 04, 2007	12:52	33	His	M	High	12th Ave South
Saturday, July 14, 2007	01:49	34	B	M	Low	12th Ave South
Sunday, August 12, 2007	15:30	42	B	M	Low	5th Ave North
Friday, August 24, 2007	08:15	44	W	F	Low	26th Ave North
Sunday, August 19, 2007	03:00	41	W	M	B	Location Unknown, Myrtle Beach
Wednesday, July 16, 2008	Unk	70	W	M	Unk	13th Ave North
Thursday, August 28, 2008	Unk	71	W	M	Unk	Location Unknown, Myrtle Beach
Wednesday, September 03, 2008	Unk	50	W	M	Unk	Location Unknown, Myrtle Beach
Monday, September 15, 2008	Unk	71	W	M	Unk	8th Ave North
Sunday, May 24, 2009	13:00	16	B	M	Low	13th Ave North
Saturday, May 23, 2009	14:41	31	W	F	Low	68th Ave North
Tuesday, July 28, 2009	20:18	44	W	M	Low	27th Ave North
Friday, July 31, 2009	16:29	50	W	M	Low	69th Ave North
Wednesday, July 22, 2009	09:30	12	B	F	B	17th Ave North
Saturday, October 03, 2009	15:35	53	B	M	Low	32nd Ave South
Monday, June 14, 2010	18:47	87	W	M	B	48th Ave North
Monday, September 13, 2010	11:38	37	W	M	High	Location Unknown, Myrtle Beach
Wednesday, April 27, 2011	13:00	18	W	M	B	24th Ave North
Saturday, June 18, 2011	18:45	25	B	M	Low	25th Ave South
Thursday, July 07, 2011	07:15	41	W	M	Low	Location Unknown, Myrtle Beach
Thursday, July 07, 2011	18:45	42	W	M	Low	71st Ave North
Thursday, December 15, 2011	05:00	55	W	M	Low	7th Ave North

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Appendix H. Confirmed rip current drownings in North and South Carolina according to NOAA.

Date	Location	Gender	Age
Thursday, July 19, 2001	Myrtle Beach	M	64
Thursday, July 19, 2001	Myrtle Beach	F	33
Sunday, July 29, 2001	Myrtle Beach	M	20
Thursday, June 24, 2004	Myrtle Beach	UNK	UNK
Thursday, June 24, 2004	Myrtle Beach	UNK	UNK
Sunday, June 26, 2005	Myrtle Beach	M	30
Sunday, June 26, 2005	Myrtle Beach	M	33
Saturday, July 23, 2005	Myrtle Beach	M	11
Saturday, July 23, 2005	Myrtle Beach	M	35
Saturday, April 15, 2006	Myrtle Beach	M	14
Wednesday, July 04, 2007	Myrtle Beach	M	33
Saturday, July 14, 2007	Myrtle Beach	M	34
Sunday, August 19, 2007	Myrtle Beach	F	41
Saturday, May 23, 2009	Myrtle Beach	F	31
Friday, July 31, 2009	Myrtle Beach	M	50
Wednesday, April 27, 2011	Myrtle Beach	M	18
Thursday, July 07, 2011	Myrtle Beach	M	41
Thursday, July 07, 2011	Myrtle Beach	M	42
Monday, July 17, 2000	Bogue Banks	F	66
Monday, July 17, 2000	Emerald Isle	M	46
Monday, July 17, 2000	Emerald Isle	M	65
Tuesday, July 18, 2000	North Topsail Beach	F	UNK
Saturday, June 23, 2001	North Myrtle Beach	UNK	UNK
Thursday, May 30, 2002	Wrightsville Beach	F	22
Friday, May 31, 2002	Atlantic Beach	UNK	UNK
Saturday, June 22, 2002	Rodanthe	UNK	UNK
Tuesday, July 23, 2002	Atlantic Beach	UNK	UNK
Monday, August 05, 2002	Surfside Beach	M	53
Saturday, September 28, 2002	North end of Wrightsville Beach	M	21
Saturday, September 28, 2002	North end of Wrightsville Beach	F	10
Saturday, October 05, 2002	Carolina Beach	M	50
Monday, June 09, 2003	Oak Island (Yaupon)	F	38
Saturday, June 14, 2003	Oak Island	M	UNK
Sunday, July 27, 2003	Ocracoke	M	55
Thursday, September 04, 2003	Frisco	M	38
Saturday, August 02, 2003	Emerald Island	F	39
Thursday, September 04, 2003	Cape Hatteras	UNK	UNK
Sunday, July 18, 2004	Atlantic Beach	UNK	UNK
Wednesday, July 28, 2004	Ocracoke	UNK	UNK
Thursday, August 05, 2004	Nags Head	UNK	UNK
Summer '04	Corolla	UNK	UNK
Summer '04	Whalehead Beach	UNK	UNK
Sunday, September 12, 2004	Folly Beach	UNK	54
Thursday, September 23, 2004	Whalehead Beach	M	35
Saturday, September 25, 2004	Murrells Inlet	UNK	UNK

Ocean Drowning 75

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Saturday, September 25, 2004	Garden City Beach	F	45
Friday, May 27, 2005	Kill Devil Hills	M	UNK
Wednesday, June 22, 2005	Nags Head	M	UNK
Wednesday, July 27, 2005	Carolina Beach	F	UNK
Tuesday, September 20, 2005	North Myrtle Beach Apache Pier	M	53
Sunday, June 11, 2006	Pawleys Island SC	M	9
Sunday, June 25, 2006	Sullivans Island SC	F	55
Monday, July 24, 2006	Cape Lookout NS	M	33
Friday, September 22, 2006	Rodanthe, NC	F	32
Saturday, May 05, 2007	Atlantic Beach	M	36
Saturday, May 12, 2007	North Topsail Beach	M	22
Monday, May 28, 2007	Pawleys Island SC	M	18
Saturday, June 16, 2007	Carolina Beach (north end)	F	23
Sunday, July 01, 2007	Hatteras Village	M	49
Wednesday, July 04, 2007	Ocracoke Island Beach	M	42
Saturday, September 22, 2007	Pawleys Island SC	M	35
Sunday, August 31, 2008	Fort Fisher NC	M	46
Saturday, June 06, 2009	Kure Beach NC	F	45
Saturday, June 27, 2009	Carolina Beach NC	M	41
Thursday, July 09, 2009	Sullivans Island SC	F	28
Thursday, July 23, 2009	Pawleys Island SC	M	35
Thursday, July 23, 2009	Garden City Beach	M	13
Friday, July 24, 2009	Hatteras Village	M	43
Saturday, August 08, 2009	Fort Fisher NC	M	10
Monday, August 17, 2009	Ocracoke Island Beach	M	74
Saturday, September 04, 2010	Hunting Island SC	M	31
Friday, September 18, 2009	Hatteras Island Beach	M	50
Monday, May 31, 2010	Hunting Island SC	M	9
Saturday, July 03, 2010	Edisto Beach SC	M	19
Saturday, August 07, 2010	Ocracoke	M	51
Tuesday, August 24, 2010	Emerald Isle	M	48
Thursday, June 30, 2011	Waves NC (near Rodanthe)	M	43
Thursday, June 30, 2011	Salter Path NC	M	41
Friday, July 01, 2011	Atlantic Beach	M	68
Monday, June 04, 2012	Bald Head Island	M	43
Tuesday, June 12, 2012	Nags Head	M	49

Appendix I: Results from the “Executive Fire Officer Survey for Fire Departments” and a listing of department’s receiving the survey. Results shown are raw data.

Web address: <https://www.surveymonkey.com/s/KQFWR2B>

1. Does your fire department handle ocean rescue response?
 Yes-31 No-20
2. Do your area beach lifeguards have other non-protective duties while working, such as renting beach chairs, umbrellas, boogie boards, etc?
 Yes-4 No-43
3. Which best describes your area beach lifeguard’s employment status?
 Employed by the fire department-23
 Employed by another department within the municipality/agency, i.e. Police, Emergency Preparedness, etc.-8
 Completely separate department within the municipality/agency-7
 Contracted from a private, outside agency-5
4. Does your department include ocean safety within public education?
 Yes-24 No-25
5. Is ocean safety taught to local students in school?
 Yes-12 No-37
6. How does your organization get ocean safety messages to visitors?
 Signs and billboards- 9
 Text messages-0
 Pamphlets and handouts-13
 PSAs on TV and radio-4
 Other (please specify)- 19
7. Has your organization received support from local businesses for ocean safety? If yes, please describe.
 Yes-9 No-38
8. What programs implemented by your organization have been effective in reducing ocean drowning?
 34 responses, 17 skipped the question.
9. Please list any local ordinances that have improved ocean safety.
 29 responses, 22 skipped the question.

Fire departments that received the survey:

South Carolina Fire Departments

City of Charleston
City of Folly Beach
City of Hardeeville
City of North Charleston
Georgetown County
Murrells Inlet-Garden City Fire District
Town of Beaufort
Town of Burton
Town of Mount Pleasant

City of Conway
City of Georgetown
City of North Myrtle Beach
Horry County
Midway Fire District
St. John's Fire Department
Town of Bluffton
Town of Isle of Palms
Town of Surfside Beach

North Carolina Fire Departments

City of Atlantic Beach
City of New Bern
Town of Duck
Town of Kill Devil Hills
Town of Surf City

City of Jacksonville
City of Wilmington
Town of Nags Head
Town of Sunset Beach
Dare County

Georgia and Virginia Fire Departments

City of Pooler, GA
City of Savannah, GA
City of Virginia Beach, VA
City of Hampton, VA
City of Portsmouth, VA

City of Brunswick, GA
City of Norfolk, VA
City of Newport News, VA
City of Chesapeake, VA

Florida Fire Departments

City of Port Orange
City of Marathon
City of Palm Coast
City of Holly Hill
City of New Smyrna Beach
City of Titusville
City of Cocoa Beach
City of Melbourne
City of Palm Bay
City of Boynton Beach
City of Deerfield Beach
City of Fort Lauderdale
City of Key West
City of Fort Myers
City of Bradenton
City of Clearwater
City of Tampa
City of Panama
Town of Palm Beach
Indian River County
St. Lucie County
Flagler County
Charlotte County
Volusia County

City of Jacksonville
City of Flagler Beach
City of Ormond Beach
City of Daytona Beach
City of Edgewater
City of Rockledge
City of Satellite Beach
City of Cape Coral
City of Fort Walton Beach
City of Delray Beach
City of Pompano Beach
City of Hollywood
City of Long Boat Key
City of Venice
City of Pinellas Park
City of Dunedin
City of Tarpon Springs
City of Panama Beach
Town of Melbourne Beach
Brevard County
Martin County
St. John's County
Palm Beach County
Village of North Palm Beach

Miami-Dade Fire Dept.
North Naples Fire District

Sanibel Fire District

Mississippi, Alabama, and Louisiana Fire Departments

City of Gulfport, MS
City of Biloxi, MS
City of Daphne, AL
City of Mobile, AL
City of New Orleans, LA
St. Tammany Parish, LA

City of Pascagoula, MS
City of Bay St. Louis, MS
City of Gulf Shores, AL
City of Slidell, LA
City of Lake Charles, LA

Texas Fire Departments

City of Port Author
City of Galveston
City of Lavaca

City of Beaumont
City of Houston
City of Corpus Christi

California Fire Departments

City of San Diego
City of Oceanside
City of Long Beach
City of Santa Barbara
Los Angeles County

City of Encinitas
City of Laguna Beach
City of Los Angeles
City of Redondo Beach

Appendix J: Results from the "Executive Fire Officer Survey for MBFD Operations Personnel."

Results shown are raw data. Web address: <https://www.surveymonkey.com/s/MBLPJV2>

1. Have you responded to an ocean drowning or near drowning that resulted in the patient having at least an altered level of consciousness?

Yes-69

No-17

2. Have you responded to an ocean drowning where the victim was still in the ocean prior to your arrival?

Yes-51

No-35

3. Has anyone ever asked you about ocean safety while on duty?

Yes-46

No-40

4. Do you believe ocean safety and drowning prevention should be included in the department's public education message?

Yes-84

No-2

5. Would you be interested in teaching ocean safety and drowning prevention?

Yes-64

No-22

6. Would you participate in a fire department ocean rescue team?

Yes-79

No-7

Appendix K: Results from the "Executive Fire Officer Survey for Visitors." Results shown are raw data.

1. In what state do you live?

SC-28, VA-17, IN-15, NC-11, PA-9, TN-7, KY-7, WV-4, TX-3, OH-3, MI-3, CA-3, IL-3, CN-2, AL-2, CO-2, NY-1, NJ-1, FL-2, IA-1, OR-1

2. How would you describe your swimming abilities?

Excellent swimmer- 26 Average swimmer – 80 Below average swimmer-15 Cannot swim -4

3. While on the beach, do you stay?

Near a lifeguard-36 Away from a lifeguard-3 Does not matter-86

4. Do you pay attention to the lifeguard's warning flags for ocean conditions?

Yes- 113 No- 12

5. Have you ever been informed about ocean safety and rip currents?

Yes- 79 No-46

6. How do you view the ocean?

Very Dangerous-44 Somewhat dangerous-74 Not dangerous-7

7. If an ocean drowning prevention pamphlet was given to you during check-in, how likely would you be to read it?

I would definitely read it-67 I may read it-54 I would not read it-4

8. How effective would public service announcements on TV and/or radio be to you regarding ocean drowning prevention?

Very effective-52 Somewhat effective-66 Not effective at all-7

9. If your resort or realtor hosted a short ocean safety program, how likely would you be to attend?

Definitely attend-20 May attend-65 Would not attend-40

10. As a visitor, how would you prefer to receive information on ways to reduce ocean drowning? Check all that apply.

Attending informational programs-9
Radio and TV messages-62
Pamphlets and handouts-82
Drowning prevention websites-23
Warning signs on the beach-104
Text alerts-40

Appendix L: Results from the "Executive Fire Officer Survey for Residents." Results shown are raw data.

1. How would you describe your swimming abilities?
Excellent swimmer-43 Average swimmer-79 Below average swimmer-9 Cannot swim-5
2. While at the beach, do you stay?
Near a lifeguard-27 Away from a lifeguard-8 Does not matter-102
3. Do you pay attention to the lifeguard's warning flags for ocean conditions?
Yes-115 No-21
4. Have you ever been informed about ocean safety and rip currents?
Yes-109 No-28
5. How do you view the ocean?
Very Dangerous-37 Somewhat dangerous-91 Not dangerous-9
6. If an ocean drowning prevention pamphlet was made available to you, how likely would you be to read it?
I would definitely read it-56 I may read it-66 I would not read it-15
7. How effective would public service announcements on TV and/or radio be to you regarding ocean drowning prevention?
Very effective-53 Somewhat effective-70 Not effective at all-14
8. Would you attend a short program on ocean safety if provided by a local agency?
Yes-48 No-46 Maybe-43
9. Do you think ocean safety should be taught in local schools?
Yes -118 No-19
10. As a resident, how would you prefer to receive information on ways to reduce ocean drowning?
Check all that apply.
Attending informational programs-29
Radio and TV messages-105
Pamphlets and handouts-65
Drowning prevention websites-55
Warning signs on the beach-108
Text alerts-47



United States Lifesaving Association

PO Box 366 • Huntington Beach, California 92648 • Tel: 866-FOR-USLA (866-367-8752)

www.usla.org

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B. Chris Brewster
President

March 26, 2008

Kevin Sweat
Vice-President

Nikki Bowie
Secretary

Rob Williams
Treasurer

Chris Graham
Executive Delegate

Peter Davis
Liaison Officer

Tim Gallagher
Advisor

Dr. Peter Wernicki
Medical Advisor

John "Chip" More
Legal Advisor

George Lack
Lack's Beach Service
P.O. Box 2365
Myrtle Beach, SC 29578-2365

Dear Mr. Lack,

This is to notify you that in accordance with the rules of the United States Lifesaving Association Lifeguard Agency Certification Program, as specified in the *Guidelines for Open Water Lifeguard Agency Certification*, certification of Lack's Beach Service has been revoked effective March 19, 2008.

The reasons for initial suspension were previously detailed in a letter to you dated October 24, 2007. All materials provided by you and your attorney were considered in the revocation decision. As previously indicated, Lack's must immediately cease using any and all USLA emblems and/or trademarks and must remove same from all buildings, structures and vehicles.

No further appeal of this decision is available under the program rules. If your organization wishes to reapply for certification, you may do so at any time. Favorable consideration of your application would, of course, be dependent upon meeting all requirements of the program in place at the time of application.

Sincerely,

Eric Bauer, Chair
National Certification Committee

cc: USLA Executive Committee

DOCSNY-300261v01

ROA_02018

LBS		11th	10th	9th	8th	7th	6th	Total LBS
Stands ->		L-19	L-20	L-21	L-22	L-23	L-24	
Mon	30-Jul	338 5	80	347	548	77		7546
Tues	31-Jul	1302 5	245	1075	810	287	140	11654
Wed	1-Aug	790	113 5	590	500 5	175	182	8525 5
Thurs	2-Aug	752 5	143 5	582	230	302	38 5	7098
Fri	3-Aug	320	60	453 5	200	70	35	5460 5
Sat	4-Aug	714	405	1014	667	45	198 5	13784 5
Sun	5-Aug	792	165	1210 5	975 5	420	528 5	17968
		5009.5	1212	5272	3931	1376	1122.5	72036 5
Mon	6-Aug	1186 5	240	1473 5	585	351	452	20414 5
Tues	7-Aug	923 5	288 5	892	537 5	351	318 5	11990 5
Wed	8-Aug	926 5	105	703 5	285	200	225	9482
Thurs	9-Aug	525	35	664	604 5	275	337	11123
Fri	10-Aug	990	210	1704 5	423	368 5	395 5	13851
Sat	11-Aug	540	423 5	1139 5	514 5	215	189 5	16184
Sun	12-Aug	630	149	848 5	393 5	654	225	15134 5
		5721.5	1451	7425.5	3343	2414.5	2142.5	98179.5
Mon	13-Aug	570		313 5	1072	35	291	10628 5
Tues	14-Aug	653		970 5	614	410	135	11358
Wed	15-Aug	515	70	533 5	487	70	357	8833
Thurs	16-Aug	573 5	188 5	1020	359	128 5	190 5	9187 5
Fri	17-Aug	1283.5	210	459 5	649 5	349 5	238 5	12735
Sat	18-Aug	718	318 5	876	828	403 5	288 5	15631
Sun	19-Aug	1112 5	247 5	770 5	448 5	238 5	222	14533 5
		5425.5	1034.5	4943.5	4458	1635	1722.5	82806.5
Mon	20-Aug	1251 5	73 5	579 5	973	273 5	283 5	14938 5
Tues	21-Aug	1028 5		883	255 5	290	292	9977 5
Wed	22-Aug	500	105	297	140	70	203 5	5277
Thurs	23-Aug	385 5	157	658 5	588 5	185 5	315	8268 5
Fri	24-Aug	403 5	155	571 5	447	262	578 5	9935 5
Sat	25-Aug	924	192	778 5	683	217	675 5	13583
Sun	26-Aug	610	430	611 5	308 5	84 5	268 5	10988 5
		5103	1112.5	4378.5	3395.5	1382.5	2616.5	72968 5
Mon	27-Aug	710	100	984	356 5	35	125	11992 5
Tues	28-Aug	423 5	70	440 5	140		35	6132 5
Wed	29-Aug	520	38 5	402	175	105	108 5	4709 5
Thurs	30-Aug	872		289 5	80	35		4090 5
Fri	31-Aug	643 5	38 5	618	359 5	40	295	9644 5
Sat	1-Sep	1820	527 5	1795 5	580 5	270	1003 5	22174 5
Sun	2-Sep	1084	758 5	1542 5	553 5	252	569 5	18433
		6073	1533	8072	2245	737	2136.5	77177
ND TOTAL		27332.5	6343	28092.5	17372.5	7545	9740.5	403268



Wolde 0086
Wolde_Rental_Sales_0001

Page 1

IN THE COURT OF COMMON PLEAS
OF Horry COUNTY, SC

* * * * *

*

MESWAET ABEL, AS PERSONAL *

REPRESENTATIVE OVER THE *

ESTATE OF ZERIHUN WOLDE *

Case No.

AND AS NATURAL PARENT AND *

2019-CP-26-07075

LEGAL GUARDIAN FOR ADAM *

MLG File No.:

WOLDE AND WUBIT WOLDE, *

19-1014

Plaintiff *

vs. *

LACK'S BEACH SERVICE, CITY*

OF MYRTLE BEACH AND JOHN *

DOE LIFEGUARD, *

Defendant *

*

* * * * *

VIDEOTAPE DEPOSITION

OF

THOMAS GRIFFITHS, Ed.D

June 15, 2022

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1 better bird's eye of the --- the surface and a rip
2 current, not only will have different wave patterns,
3 they'll have choppy little wavelets going out to sea.

4 But the water's often discolored, so you'll see a
5 muddy line going out or you might see foam and suds
6 going out. You'll see a stream of water going out.
7 You can always do that better the higher up you go.

8 Q. Yes sir. And on August the 24th, did there come
9 a time when Mr. Wolde became a distressed swimmer?

10 ATTORNEY THOMPSON:

11 Objection.

12 ATTORNEY CHAMBERS:

13 Same.

14 THE WITNESS:

15 Yes. It was when he was swimming with
16 two of his children, and he was in waist deep water.
17 And he began --- he began to be pulled southward I
18 believe down the beach and then eventually outward
19 into water that was deeper. So he became distressed
20 shortly after entering the water with his two
21 children, Adam Wolde, the female.

22 BY ATTORNEY MCLEOD:

23 Q. Does the literature differentiate between silent
24 drownings and distressed swimmer drownings?

25 A. That's a good point. The progression, there is a

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1 progression in drowning. If you're a non-swimmer,
2 most non-swimmers enter into a drowning scenario very,
3 very quickly which is quick, quiet, and subtle. They
4 can't cry out for help. There's very few visual signs
5 of drowning. Someone who can swim first becomes
6 distressed, and when they're distressed they can call
7 out for help and they can wave for help. But when
8 they're distressed, if they don't help themselves or
9 someone else doesn't rescue them quickly then they
10 rapidly move from a distressed victim to a drowning
11 victim. And then that becomes a quick, quiet, and
12 subtle form of drowning where they fall
13 unconsciousness and go into death.

14 But Mr. Wolde apparently was a distressed victim
15 that could have and should have been easily
16 recognizable by attentive lifeguards.

17 ATTORNEY THOMPSON:

18 Objection, move to strike.

19 BY ATTORNEY MCLEOD:

20 Q. Based upon your review of the file, did Mr. Wolde
21 yell for help?

22 A. Yes. According to the incident reports,
23 according to his son Adam, according to his daughter
24 Wubit. They --- they were all yelling for help as
25 they were being dragged down the beach and out into

1 A. I do know what they weren't doing. They weren't
2 responding to Mr. Wolde.

3 Q. What were they doing?

4 A. I don't know what they were doing.

5 Q. Okay.

6 So if we follow that up with, do you have any
7 evidence that they were involved in any kind of
8 commercial transaction, your answer will be?

9 A. I don't have any evidence at that specific time,
10 but I do know they were engaging in, during the day,
11 selling merchandise, renting merchandise.

12 Q. In other words, do you have any evidence that the
13 dual role contributed to the cause of the loss of Mr.
14 Wolde on August 24th, 2018?

15 A. In my deposition I know I said no. I disagree
16 with that now.

17 Q. Well, that's what you said in December of 2021.
18 You were ahead of me because you knew where I was
19 headed.

20 Right?

21 A. Yeah, I did, because --- and that jumped out at
22 me when I reviewed my deposition, after reviewing the
23 records, because, as I told you in my deposition, I
24 didn't look at the sales slips. You asked me about
25 that, and I said I didn't look at that because I

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1 didn't think it pertained to me. And sure enough it
2 does because it exemplifies and highlights the fact
3 that sales were taking place during the day. And the
4 beach was closed shortly thereafter.

5 So all three were engaged in sales. And I would
6 say that that, in part, contributed --- that dual
7 role, in part, led to the accident, because they were
8 all used to providing --- and if you look at all the
9 other stands, they were all renting merchandise as
10 well.

11 ATTORNEY THOMPSON:

12 Objection, nonresponsive. Move to
13 strike.

14 BY ATTORNEY THOMPSON:

15 Q. Dr. Griffiths, the question was did --- well, let
16 me ask you this. You said the receipts.

17 You've seen a receipt that L-20 or L-22 created
18 at the time that Mr. Wolde got in trouble?

19 A. I misspoke. I didn't see the receipts, actual
20 receipts. I saw the totals of their transactions is
21 what I saw.

22 Q. Right.

23 And so that dovetails back --- I want to make
24 sure we're clear on that because it suggested that
25 maybe you had some information to suggest that they

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF HORRY) FOR THE FIFTEENTH JUDICIAL CIRCUIT

Meswaet Abel, as Personal) C/A NO: 2019-CP-26-07075
Representative of the Estate of)
Zerihun Wolde and as Natural Parent)
and Legal Guardian for Adam Wolde, and)
Wubit Wolde,)
Plaintiffs)
vs.)
Lack's Beach Service, City of Myrtle)
Beach, and John Doe Lifeguard,)
Defendants)

**DEFENDANT CITY OF MYRTLE BEACH'S MOTION AND MEMORANDUM IN
SUPPORT OF MOTION FOR SUMMARY JUDGMENT**

Defendant City of Myrtle Beach ("CMB"), by and through undersigned counsel, hereby moves this Honorable Court for an Order granting Defendant's Motion for Summary Judgment pursuant to Rule 56 of the SCRCP.

FACTUAL SUMMARY

The following facts are undisputed.

This case arises out of the drowning of Zerihun Wolde on August 24, 2018 on a beach area near the Sea Crest Hotel within the City of Myrtle Beach. Mr. Wolde. The City of Myrtle Beach owned the beach, and had a franchise agreement with Lack's Beach Service related to the provision of lifeguarding and other beach related services. ¹ The agreement provided that Lack's would provide lifeguard services by trained lifeguards on the beach during certain hours. The agreement also allowed Lack's lifeguards to engage in the rental of beach chairs on the shore. At

¹ A copy of the Franchise Agreement for 2018 is attached as Exhibit A

the time of his death, Mr. Wolde was swimming for recreational purposes on property owned by the CMB, and was doing so free of charge. Mr. Wolde and his family did not pay any fees to swim and enjoy the beach, and did not rent beach chairs from the lifeguards.

On August 24, Wolde and two of his children entered the water near lifeguard stand 22 (L-22), manned by Lucas Jaworski. There is no testimony that Jaworski was not on duty or on his stand at the time. Due to the currents on that date, Wolde and his children drifted south, toward lifeguard stand 21 (L-21). The lifeguard assigned to L-21, Kacper Palacz, was on his lunch break between 12:15 and 1:00 pm. The L-21 area was to be covered by L-22, staffed by Alex Dineev, and L-20 (Lucas Jaworski) in the absence of L-21, per the franchise agreement. Wolde apparently began having difficulty in the water during L-21's lunch break, around 12:45. Bystanders were able to assist the two children out of the water, but by the time the bystanders could assist Wolde, he was unconscious and non-responsive. The lifeguards and various City personnel arrived on the scene and tried to revive Wolde, but he never regained consciousness, and was pronounced dead at the hospital.

Ms. Abel, Mr. Wolde's fiancé and mother of his children, has brought a claim against CMB alleging the following causes of action: (1) a survival cause of action pursuant to South Carolina Code Annotate 15-51-10; (2) a wrongful death action pursuant to South Carolina Code Annotated Section 15-51-20; (3) "negligence, gross negligence and recklessness", and "bystander liability". It is unclear at this time if Ms. Abel is bringing a claim individually rather than as a representative of Wolde's estate.

Defendant CMB asserts that it is entitled to summary judgment on all of the causes of action brought by Ms. Abel, for the reasons set forth below.

STANDARD FOR SUMMARY JUDGMENT

When deciding a summary judgment motion pursuant to Rule 56, SCRCP, a trial court must weigh the facts and inferences in a light most favorable to the non-moving party.² Summary judgment is appropriate when the pleadings, depositions, discovery, and affidavits show no genuine issue of material fact exists. Once the party moving for summary judgment meets the initial burden of showing an absence of evidentiary support for the opponent's case, the opponent cannot simply rest on mere allegations or denials contained in the pleadings.³ The non-moving party must come forward with specific facts showing a genuine issue for trial.⁴ *Id.*

ARGUMENT

I. Defendant CMB is immune from liability pursuant to provisions of South Carolina's Tort Claims Act.

The South Carolina Tort Claims Act ("Tort Claims Act") governs all tort claims against governmental entities and "constitutes the exclusive remedy for any tort committed by an employee of a governmental entity."⁵ Per the Act, political subdivisions of the State, like the City of Myrtle Beach, are "liable for their torts in the same manner and to the same extent as a private individual under like circumstances," subject to certain limitations and exemptions provided in the Act.⁶ The Tort Claims Act expressly preserves all existing common law immunities.⁷ It also sets out forty "exceptions" to the waiver of sovereign immunity that significantly limit the tort liability of government entities.⁸ The exceptions, or immunities, must be liberally construed in favor of limiting the liability of the governmental entity asserting them.⁹ Here, Section 15-78-60,

² *Hancock v. Mid-South Management* 381 S.C. 326, 330, 673 S.E.2d 801, 802 (2009)

³ *Moore v. Weinberg*, 373 S.C. 209, 217, 644 S.E.2d 740, 744 (Ct. App. 2007)

⁴ *Id.*

⁵ S.C. Code Ann. § 15-78-70(a)

⁶ S.C. Code Ann. § 15-78-40

⁷ *Williams v. Condon*, 347 S.C. 227, 246, 553 S.E.2d 496, 507 (Ct. App. 2001)

⁸ S.C. Code Ann. § 15-78-60; *Hawkins v. City of Greenville*, 358 S.C. 280, 293, 594 S.E.2d 557, 564 (Ct. App. 2004)

⁹ S.C. Code Ann. § 15-78-20(f)

subsections (1), (2), (4), (5), and (20) immunize Defendant from liability for the actions alleged in Plaintiff's Complaint, so this Court must grant Defendant's Motion for Summary Judgment.

Discretionary Function

The Tort Claims Act provides immunity from liability for acts arising out of the exercise of discretion by a government agency.¹⁰ Specifically, Section 15-78-60(5) provides that "[t]he governmental entity is not liable for loss resulting from . . . the exercise of discretion or judgment by the governmental entity or employee or the performance or failure to perform any act or service which is in the discretion or judgment of the governmental entity or employee." Discretionary immunity requires proof that the governmental entity, when faced with alternatives, made a conscious choice after weighing the competing considerations and alternatives and utilizing professional standards appropriate to resolve the issue.¹¹ It is not enough to say the defect was noted and a decision was made not to repair it.¹²

Plaintiffs' allegations against Defendant, City of Myrtle Beach, stem out of its decision to employ a dual-purpose lifeguarding system, whereby lifeguards sell beach chairs while monitoring swimmers, instead of a single purpose system in which the guards patrol the beach only. The City of Myrtle Beach and Lack's were parties to a franchise agreement that began in 2015 and was amended in 2018. Through this agreement, Lack's performed dual-purpose lifeguarding services along the beach front where Mr. Wolde and his family were swimming at the time of his death.

Prior to entering into the 2015 franchise agreement with Lack's, the City considered moving to a single-purpose lifeguard model.¹³ The City of North Myrtle Beach employs single-

¹⁰ S.C. Code Ann. § 15-78-60(5)

¹¹ *Hawkins*, 358 S.C. at 292-93, 594 S.E.2d at 563-64

¹² *Foster v. S.C. Dep't of Highways & Pub. Transp.*, 306 S.C. 519, 525, 413 S.E.2d 31, 35 (1992)

¹³ John Pedersen Rule 30(b)(6) Deposition, p. 118, lines 6-14

purpose lifeguards in-house, so while acknowledging that the City of Myrtle Beach does not wish to employ its own lifeguards, John Pedersen, the City Manager, asked the City's Beach Advisory Committee to look into the cost of transiting to an in house employed single-purpose model. Ultimately, the City decided not to change its system. When questioned about the reason for this decision during his Rule 30(b)(6) deposition, Mr. Pedersen stated,

[T]here's a lot more to it than just employ the lifeguards. There is the training of the lifeguards. There is the background stuff that you have to do. The hiring and recruiting, and I generally believe that we had – we did not have anybody in, on the staff with the expertise that the two contractors had. And I felt that had a better situation than we were likely to have if we did it ourselves. We were not after the money in here. We're after the best level of safety that we could provide, and I felt like there wasn't anyone on the staff that had the equivalent amount of experience and knowledge of the beach than the contractors that we had engaged with.

With respect to the basis for the decision to continue the franchise agreements with Lack's and the other vendor in general, Mr. Pedersen similarly stated,

I was basing my, my determination at that point on what I regarded as an excellent safety record from two folks that I trusted, and that had over 40 years of experience on our beach . . . and the working relationship that we had with those folks. I think that they had both done an excellent job for the city over a long, long time. And I had enough conversations with the principals of both to believe that they were dedicated to the proposition of, of improving the safety of the beach.¹⁴

The franchise agreement was then amended in 2018 to add additional safety precautions, including more lifeguards, LGOs (senior lifeguards responsible for monitoring the water only), and additional supervision requirements.¹⁵ At the time, the City was aware of the 2016 letter from the USLA indicating that it will not certify any beach lifeguard agency that assigns lifeguards to a dual role of public safety and commercial activity.¹⁶ However, neither the franchise agreement nor the law required that certification. Ultimately, the City decided not to transition to a single-purpose

¹⁴ John Pedersen Rule 30(b)(6) Deposition, p. 51, lines 11-25

¹⁵ John Pedersen Rule 30(b)(6) Deposition, p. 45 lines 9-19

¹⁶ John Pedersen Rule 30(b)(6) Deposition p. 130, lines. 15-19

lifeguarding system at the time. The amendments to the 2015 franchise agreement were instead meant to aid in the eventual transition to that model.

South Carolina's municipalities may only grant, renew, or extend a franchise by ordinance.¹⁷ In accordance with this statute, the 2015 franchise agreement and 2018 amendment were approved via ordinance. These ordinances were passed via majority vote of the Myrtle Beach City Council during properly noticed public meetings. Prior to voting on these ordinances, Council received input from Mr. Pedersen and the Beach Safety Committee. Prior to voting on the 2018 amendment, Council further considered a beach safety presentation on the extensive and safety precautions being taken along the coastline of Myrtle Beach.¹⁸ Only after considering all information presented and submitted to it did Council vote on the ordinances. Through this vote, Council had the option to approve, modify, or deny the agreement. Both the 2015 franchise agreement and 2018 amendment were approved.

To avail itself of discretionary immunity, the City of Myrtle Beach must have made a conscious choice, which requires the consideration and weighing of any alternatives presented. Here, The City entered into the franchise agreement with Lack's that was in place at the time of Mr. Wolde's death after a lengthy and thorough vetting process. Mr. Pedersen made it clear that the City considered alternatives to the dual-purpose lifeguarding system, but due to its extensive history with Lack's and the company's impressive safety record, a decision was made to continue doing business with it. Further, prior to entering into the 2015 franchise agreement with Lack's, the City solicited bids via RFP, and only existing vendors responded. When amending the franchise agreement in 2018, the City was aware of the letter from the USLA indicating it would not certify any beach lifeguard agency that assigns lifeguards to a dual role of public safety and

¹⁷ S.C. Code Ann. § 5-7-260(4)

¹⁸ John Pedersen Rule 30(b)(6) Deposition page 26 lines 19 – page 27, line 2

commercial activity and, armed with this knowledge, did not change to a straight single-purpose lifeguard system. Instead, after the careful consideration of the additional safety measures available and needed, the franchise agreement was amended to provide for more lifeguards, including guards tasked with only monitoring beachgoers. These steps are a far cry from noting a defect and deciding not to repair it.

All of Plaintiffs' claims against Defendant are based on its decision to enter into the time-relevant amended franchise agreement with Lack's that allowed for the use of dual-purpose lifeguards. The plain language of the Tort Claims Act provides immunity to Defendant from liability for tort claims arising out of this sort of discretionary decision. Furthermore, the immunities retained by the Tort Claims Act "must be liberally construed in favor of limiting the liability of the State."¹⁹ As such, this Court must grant Defendant's Motion for Summary Judgment.

Legislation-Related Immunity

As expounded on above, all of Plaintiffs' claims against Defendant are based on its franchise agreement with Lack's for the provision of lifeguarding services. State law only allows municipalities, like the City of Myrtle Beach, to enter into or amend franchise agreements via ordinance.²⁰ Consistent with this law, the 2015 franchise agreement and 2018 amended franchise agreement were both approved via ordinance. The Tort Claims Act provides immunity from liability resulting from legislative and administrative actions.²¹ It also provides immunity from liability for losses resulting from the adoption of an ordinance.²² All of Plaintiff's claimed losses arise as a result of a franchise agreement that was approved by the Myrtle Beach City Council via

¹⁹ S.C. Code Ann. §15-78-20(f)

²⁰ S.C. Code Ann. § 5-7-260(4)

²¹ S.C. Code Ann. § 15-78-60(1), (2)

²² S.C. Code Ann. § 15-78-60(4)

ordinance. These immunities, therefore, shield Defendant from liability for the losses alleged by Plaintiffs. Defendant is entitled to grant summary judgment in its favor.

Acts of Third-Parties

Ultimately, all of the losses complained of by Plaintiffs are based on the acts or omissions of employees of Lack's, so Defendant retains its immunity under the Tort Claims Act. The Tort Claims Act provides that governmental entities are not liable for losses relating to "an act or omission of a person other than an employee including but not limited to the criminal actions of third persons."²³ Independent contractors doing business with the State or a political subdivision of the State are not employees of the governmental entity for which they are providing services.²⁴ In fact, the legislature has expressly excluded them from the definition of employee included in the Act.²⁵ Through the express terms of the Tort Claims Act, the legislature has also mandated strict construction of statutory language, developed a policy of liberally construing the Tort Claims Act in favor of immunity and limiting liability, and declared that the Tort Claims Act is the public policy of the State.²⁶ For this reason, if the loss complained of arises as a result of a duty owed by the third-party actor to the plaintiff, as opposed to a separate and independent duty owed by the governmental entity to the plaintiff, then the Tort Claims Act immunizes the governmental entity from liability for the loss.²⁷

Here, employees of Lack's were tasked with guarding the beach where Mr. Wolde and his family were recreating on the day of his death. The wrongful death suit brought by Plaintiffs as a result of Mr. Wolde's drowning alleges the guards employed by Lack's were negligent in their

²³ S.C. Code Ann. § 15-78-60(20)

²⁴ S.C. Code Ann. § 15-78-30(c)

²⁵ *Id.*; see also *Smith v. Reg'l Med. Ctr.*, 394 S.C. 110, 115, 713 S.E.2d 656, 659 (Ct. App. 2011)

²⁶ *Smith*, 394 S.C. at 115, 713 S.E.2d at 659

²⁷ *Smith*, 394 S.C. at 115-16, 713 S.E.2d at 659.

life-saving efforts. Pursuant to the Tort Claims Act, Defendant is not liable for losses resulting from the actions of third-parties, like the lifeguards employed by Lack's. As such, Defendant has retained its immunity for the losses alleged in Plaintiffs' Complaint, and this Court must grant summary judgment in its favor.

To the extent Plaintiffs' allege Defendant owed a duty to them separate from the duty owed by Lack's based on the conduct of its employees, this assertion is wholly without merit. "Ordinarily, under South Carolina's public duty doctrine, public officials are 'not liable to individuals for their negligence in discharging public duties [because] the duty is owed to the public at large rather than [to] anyone individually.'" ²⁸ However, an affirmative legal duty may be created by statute, contract relationship, status, property interest, or some other special circumstance. ²⁹ Here, Defendant did not owe a duty to Plaintiffs. They did not have a contractual or other special relationship with Plaintiffs. State law did not require them to provide lifeguards on the beach. And, per the Recreational Use Statute, Defendant did not have a duty to protect the users of its public land from unreasonably dangerous conditions. To the extent Plaintiffs allege Defendant had a general duty to keep the community safe, this was a duty owed to greater Myrtle Beach community in general, not to the individual Plaintiffs. A duty owed to everyone is a duty owed to no one. Pursuant to the public duty doctrine, Defendant simply did not owe a duty to the individual Plaintiffs.

In sum, any duty owed to Plaintiffs' was owed by Lack's and the employees of Lack's that were providing life guarding services on the date of Mr. Wolde's death. Pursuant to the Tort Claims

²⁸ *Tanner v. Florence Cnty. Treasurer*, 336 S.C. 552, 561, 521 S.E.2d 153, 158 (1999) (second alteration in original) (quoting *Jensen v. Anderson Cnty. Dep't of Soc. Servs.*, 304 S.C. 195, 199, 403 S.E.2d 615, 617 (1991)).

²⁹ *Chakrabarti v. City of Orangeburg*, 403 S.C. 308, 314-15, 743 S.E.2d 109, 112 (Ct. App. 2013).

Act, Defendant simply cannot be liable for the actions of non-employees, including independent contractors. For this reason and all other reasons stated herein, Defendant retains its sovereign immunity and is entitled to the entry of summary judgment in its favor.

II. Alternatively, Plaintiff's must present evidence of gross negligence as is required by South Carolina's Recreational Use Statute.

South Carolina Code Ann. § 27-3-10, et. seq., commonly referred to as the "Recreational Use Statute" was designed to "encourage owners of land to make land and water available to the public for recreational purposes by limiting their liability towards persons entering thereon for such purposes."³⁰ The statute defines "land to include water and water courses, and sets forth a list of recreational purposes that includes swimming. A landowner's liability is limited as follows:

[A]n owner of land owes no duty of care to keep the premises safe for entry or use by persons who have sought and obtained his permission to use it for recreational purposes or give any warning of a dangerous condition, use, structure, or activity on such premises to such persons entering for such purposes."³¹

The statute further provides that the landowner, in return for allowing such recreational use to occur free of charge, does not "[e]xtend any assurance that the premises are safe for any purpose; "[c]onfer upon such person the legal status of invitee or licensee to whom a duty of care is owed;" or "[a]ssume responsibility for or incur liability for any injury to person or property caused by an act or omission of such person." The statute also explicitly states that "[n]othing in this chapter shall be construed to [c]reate a duty of care or ground of liability for injury to persons or property."³²

There are only two exceptions to the immunity afforded to landowners from liability for injuries occurring on their property when it is being used for recreational purposes. The statute only protects landowners who do not charge those who seek to use their land for recreational

³⁰ S.C. Code Ann. § 27-3-10.

³¹ S.C. Code Ann. § 27-3-30.

³² S.C. Code Ann. § 27-3-70.

purposes.³³ It also does not extend to conduct that was “grossly negligent, willful, or malicious failure to guard or warn against a dangerous condition, use, structure or activity.”³⁴ There has been no evidence in this case that the City of Myrtle Beach charged members of the general public or this family in particular to use the beach for recreation. The Recreational Use statute has been interpreted by federal and state courts multiple times to immunize public landowners from liability for drowning and similar injuries along public shorelines use for recreational purposes.³⁵ As there has been no evidence that CMB charges in any manner for the use of the beach for recreational purposes, CMB, therefore, did not owe the decedent a duty of care, including but not limited to, the duty to protect from or warn of the inherent danger of swimming in the ocean.

The only way that the Plaintiff can prevail against CMB under the Recreational Use Statute is to show, by a preponderance of the evidence, that CMB acted in a grossly negligent manner as it relates to this incident. CMB respectfully asserts that Plaintiff has not produced any evidence that CMB was grossly negligent, willful, or malicious in this failure to warn of or guard against a dangerous use, structure, condition or activity.

Gross negligence is the failure to exercise even slight care and has been further defined as the “intentional conscious failure to do something which is incumbent upon one to do or the doing of a thing intentionally that one out not to do”.³⁶ While the issue of gross negligence is often a hybrid question of law and fact, when the evidence supports but one reasonable inference, the question becomes one of law for the court.

³³ S.C. Code Ann. §27-3-60(b) and *Harris v. Univ. of S.C.* 391 S.C. 518, 526, 706 S.E.2d 45, 49 (Ct. App. 2011).

³⁴ S.C. Code Ann. §27-3-60.

³⁵ See, e.g. *Cole v. South Carolina Elec & Gas, Inc.*, 362 S.C.445, 449, 608 S.E.2d 859, 862 (2005); *Corbett v. City of Myrtle Beach*, 336 S.C.602, 604 n.1, 521 S.E.2d 276, 278 n.1 (Ct. App. 1999) (noting the city was also named as a defendant but was awarded summary judgment due to recreational use immunity, and the order was not appealed); *Kimsey v. City of Myrtle Beach*, 109 F.3d 194,196-197 (4th Cir. 1997) (summary judgment in favor of defendant affirmed because pursuant to the statute, the city did not have a duty to keep the walkover to the public beach safe or warn of dangerous conditions); *Mena v. Lack’s Beach Serv., Inc.* No. 4:06-cv-2536-TLW, 2008 U.S. Dist. LEXIS 123641, 2008 WL 8850813 (D.S.C. April 16, 2008) (summary judgment affirmed where, pursuant to the statute, the landowner did not owe the Plaintiff a duty to protect from or warn of the inherent danger of swimming in the ocean); *Chrisley v. U.S.*, 620 F. Supp. 285,291-293 (D.S.C. 1985) summary judgment granted in favor of defendant on negligence and gross negligence claims brought as a result of a drowning in the Savannah River).

³⁶ *Richardson v. Hambricht*, 296 S.C. 504, 374 S.E.2d 296, 298 (1988).

**Plaintiff's expert fails to opine that any of CMB's
actions were grossly negligent.**

Plaintiff maintains that by contracting to provide lifeguards who engaged in activities other than watching the water, such as renting beach chairs, that CMB was grossly negligent. However, *Plaintiff's own expert in aquatic safety*, Thomas Griffiths, has never opined that such an action was grossly negligent, willful or malicious.³⁷ Griffiths never uses the words "grossly negligent", "willful" or "malicious" **at any point** in his testimony, even in the direct exam conducted by Plaintiff's counsel.³⁸

Plaintiff's expert maintains that it was *negligent* to not close the water for swimming on the morning of Mr. Wolde's drowning due to a notice from the National Weather Service that there were rip and longshore current conditions at around 10:00 am. *However, Griffiths never claims that the failure to close the water was grossly negligent, willful or malicious.* In fact, testimony has revealed that numerous individuals observed the water on that date, and none of them, whether from CMB or Lack's, felt that the water conditions warranted a swimming ban. In fact, Griffiths did not even suggest that it was the City's decision as to whether to close the beach for swimming.³⁹ Another Lack's employee, Randy Smith, testified that he had the power to close the beach without consulting city personnel if necessary.⁴⁰ Further, Griffiths admits that he has never looked at the National Weather Service bulletin for the day in question, and has no idea the wind speed, or where the rip currents were located on that particular day.⁴¹ It is impossible for Griffith to testify that the failure to close the water for swimming on that date was grossly negligent, as he admits that he has no idea of the prevailing tide or weather conditions on that

³⁷ Plaintiff's aquatics expert, Thomas Griffiths, has had his deposition taken for use at trial, and as such, his testimony on this issue is complete.

³⁸ There is one reference to the word "willfully", but when the testimony is reviewed, it appears to be a typographical error in the transcript, which should read "woefully". Even if the word is correctly transcribed, the word is used in reference to Lack's not CMB

³⁹ Deposition of Thomas Griffiths, page 171

⁴⁰ Deposition of Randy Smith, page 16

⁴¹ Deposition of Thomas Griffiths, pages 178-179

date, that there are objective standards on which this decision can be based, and admits that it is a subjective issue as to whether weather or water conditions necessitate a beach closure.⁴²

Plaintiff's expert is also critical of the fact that a lifeguard stand would be unmanned for a period of approximately 30 minutes while a lifeguard is at lunch. At no point did Mr. Griffiths testify that CMB, in allowing this process through their franchise agreement was grossly negligent. The franchise agreement specifically provides that another individual, referred to as the off-stand supervisor shall remain on the beach between the hours of 11:30 and 2:00 to augment the provision of water safety services during those hours. Mr. Griffiths did not opine that any of the conduct related to CMB and the lunch breaks by the lifeguards was grossly negligent.

Finally, Griffiths was critical of the fact that the lifeguards in place in 2018 were also responsible for the renting of beach chairs, commonly referred to as dual purpose lifeguarding. However, Griffiths does not opine that allowing a dual-purpose lifeguarding was grossly negligent on the City's part. He claims that it is a breach of the standard of care, but does not take the position that it was grossly negligent. No witness, lay or expert has testified to any facts that amount to gross negligence. Conversely, CMB can show that it considered various options over the years of providing lifeguard services, increased the number of lifeguards and LGOs on the beach in 2018, and increased the police and fire presence on the beach in 2018.

III. Additionally, Plaintiff has produced no evidence, either direct or circumstantial, that any of the alleged acts of gross negligence by CMB were the proximate cause of Wolde's death.

While CMB asserts that summary judgment is appropriate because of the immunity granted to CMB under the Tort Claims Act, and because of the fact that the Plaintiff has failed to produce any evidence of gross negligence, even if the Plaintiff were to prevail on those issues, Plaintiff has still failed to show that any action or inaction on the part of CMB was the proximate cause of

⁴² Deposition of Thomas Griffiths, pages 166, 178

Wolde's drowning. In order to prevail, the Plaintiff must show that the actions or inactions of the City of Myrtle Beach were in some fashion the proximate cause of the injury. Proximate cause "requires both proof of causation in fact, and legal cause. ⁴³ "Causation in fact is proved by establishing the injury would not have occurred "but for" the defendant's negligence."⁴⁴

The Plaintiff claims that the dual role lifeguard plan utilized on the date of Mr. Wolde's death was negligent.⁴⁵ However, Plaintiff's expert has admitted the following in his trial testimony:

- Lifeguards are often involving in things that are not directly watching the water, such as helping locate a lost child, intervening between disputes between beachgoers, or answering questions from beachgoers about various beach issues. ⁴⁶
- Lifeguards can be distracted by internal issues, such as an argument with a loved one earlier that day, or plans for later that day. ⁴⁷
- He does not know what the lifeguards at L-20 and L-22 were doing at the time Wolde began struggling in the water, and does not know how long Wolde was in distress before drowning. He does not have any evidence that the lifeguards were engaged in commercial transactions at the time Wolde was struggling in the water. ⁴⁸
- He does not know how many people were in the water at that time, or for how long Wolde was in the water before getting into trouble.⁴⁹

⁴³ *Trivelas v. SCDOT* 348 S.C. 125, 558 S.E.2d 271 (Ct. App. 2001)

⁴⁴ *Whitlaw v. Kroger*, 306 S.C. 51, 410 S.E.2d 251, 253 (1991)

⁴⁵ Again, note that Griffiths did not testify that the utilization of the dual role concept was grossly negligent

⁴⁶ Deposition of Griffiths, page 229

⁴⁷ Deposition of Griffiths, page 229

⁴⁸ Deposition of Griffiths pages 229-231, 236

⁴⁹ Deposition of Griffiths page. 238

- He does not know how far away Wolde was from either of the staffed towers, or how far the lifeguard stands are from each other or the waterline.⁵⁰
- He does not know how far away Wolde was from shore at the time he got into trouble.⁵¹

Likewise, there is no evidence in the record from Ms. Abel or anyone else on the beach that day to suggest that the lifeguards at L-20 and L-22 were engaged in any sort of commercial transaction at the time Wolde began struggling in the water, or were inattentive in any way.⁵² There are no receipts issued by the guards around that time, or indications that they were doing anything other than watching the water. Therefore, there is no testimony by any witness that any action on the part of CMB was the proximate cause of Wolde's death.

IV. Plaintiff has failed to provide evidence on all of the elements necessary to establish a prima facie case for the bystander liability brought on behalf of the Wolde children.

Plaintiff, on behalf of Wubit and Adam, has asserted a bystander liability claim, alleging that the children "suffered and continue to suffer physical manifestations of their emotional grief that can be objectively evaluated."⁵³ Plaintiff has produced no evidence of any physical manifestations in the manner required by South Carolina law.

The seminal case on the issue of bystander liability is *Kinard v. Augusta Sash and Door*.⁵⁴ In *Kinard*, a mother and daughter were in a car when a load of roof trusses fell onto their car from the Defendant's truck, severely injuring and permanently disabling the daughter. The Plaintiff/mother brought a claim not only for her own injuries but for the stress and anxiety that

⁵⁰ Deposition of Griffiths, page 239-240

⁵¹ Deposition of Griffiths, page 238.

⁵² Since the L-21 guard was on his lunch break, he was obviously not engaged in any commercial transactions with beachgoers at the time of Wolde's drowning.

⁵³ Complaint

⁵⁴ *Kinard v. Augusta Sash and Door*, 286 S.C. 579, 336, S.E.2d 465 (1985).

she claims to have suffered in witnessing the events that injured her daughter. Plaintiff alleged that she had lost weight, was unable to sleep, and suffered from an inability to socialize. The Court considered the matter, and held that a cause of action in South Carolina for negligent infliction of emotional distress, also called “bystander liability”, is a cognizable claim in South Carolina. The Court found the elements of the claim to be as follows:

- the negligence of the Defendant must cause the injury to another;
- the bystander must be in close proximity to the injured party;
- the Plaintiff and the victim must be closely related;
- the Plaintiff must contemporaneously perceive the accident
- the emotional distress must manifest itself by physical symptoms capable of objective diagnosis and established by expert testimony.⁵⁵

In the matter at hand, the two young children in the ocean with their father clearly met the second, third and fourth prongs of the holding in *Kinard*. The issue of whether either Lack’s or the City of Myrtle Beach was negligent is still undetermined. For the purposes of this memorandum only, Defendants will assume that their singular or combined negligence caused Mr. Wolde’s death. The only remaining issue, therefore, is the emotional distress suffered by the children. While it is presumed that losing one’s father to whom one is close is stressful, there is no evidence in the record by any physician, psychologist, counselor or other expert that reveals emotional distress that has manifested itself physically in either of the children.

V. Plaintiff is not entitled to bring any individual claims.

Wrongful death claims in South Carolina are brought pursuant to a South Carolina Code Ann. § 15-51-10, et seq., which provides a “remedy for a spouse, child parent, or heir of an

⁵⁵ *Id.*

injured party when a person commits a wrongful or negligent act causing the injured party's death."⁵⁶ The statute allows for a statutory beneficiary to recover damages for "pecuniary loss, mental shock and suffering, wounded feelings, grief and sorrow, loss of companionship, and deprivation of the use and comfort of the intestate's society".⁵⁷ Ms. Abel, is not a spouse, child, parent or statutory heir of Wolde. She and he were not legally married on the date of his death, and therefore has no right of recovery for any claims she may have for her emotional loss, grief, or similar damages.

CONCLUSION

Defendant CMB respectfully requests that the Court grants its motion for summary judgment based on the foregoing.

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**ATTORNEYS FOR DEFENDANT CITY OF
 MYRTLE BEACH**

Columbia, South Carolina
 June 20, 2022

⁵⁶ *Dickey v. Clarke Nursing Home*, NO. 2007-UP-098, 2007 WL 8325995, at *2 (S.C. Ct. App. Feb. 23, 2007) (per curiam).

⁵⁷ *Boyle v. United States*, 948 F. Supp. 2d, 577, 580 (D.S.C 2012)(citing *Knocke v. S.C. Dep't of Parks Recreation and Tourism*, 324 S.C. 136, 141, 478 S.E.2d 256, 258 (1996)).

EXHIBIT A

ELECTRONICALLY FILED - 2022 Jun 20 11:47 AM - Horry - COMMON PLEAS - CASE#2019CP2607075

2018 -2025 SEASONS WATER SAFETY FRANCHISE

WHEREAS, the City of Myrtle Beach requires the protection of its tourist and residential population through an efficient and effective Water Safety Program; and

WHEREAS, the successful implementation of a Water Safety Program is imperative along the City's twelve miles of oceanfront; and

WHEREAS, these goals can be optimally achieved through the cooperation of the City of Myrtle Beach and the Concessionaires of beach equipment; and

WHEREAS, the City Council by Ordinance duly adopted as shown by second reading has authorized the City Manager to execute franchises with the concessionaires of the beach service in accordance with the terms of this franchise:

NOW, THEREFORE, PURSUANT TO THE FRANCHISE POWER OF THE CITY OF MYRTLE BEACH (City or Franchisor) in consideration of the foregoing premises and the mutual promises of each to the other made agree as follows:

The City grants a seven (7) year franchise to operate a water safety service and beach concession on the public beach of the City in Zones 1 through 89 as described in Attachment "A" for a period time beginning April 15, 2018, and ending September 30, 2024, subject to the following terms and conditions:

SECTION 1. - PERIOD OF OPERATION:

Franchisee shall conduct water safety each year during the period beginning April 15 and ending September 30. Franchisee shall ensure minimum lifeguard staffing in each zone, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Sunday, according to the following schedule:

April 15 through 3rd week in May:	20% of full complement
4th week in May through June 1:	50% of full complement
June 2 through 2nd week of August:	Full complement
3 RD week of August:	75% of full complement
4th week of August through Labor Day:	50% of full complement
Labor Day through September 30:	20% of full complement

Franchisee may rent beach equipment outside said period of operation, provided however, that lifeguards must be on duty at all times that beach equipment is on the beach. The Franchisee shall provide lifeguards as deemed necessary in consultation with the City.

From June 1 to Labor day of each year, Franchisee shall, in addition, patrol the

beach between the hours of 5:00 p.m. and 7:00 p.m. The number of lifeguard personnel shall depend on the number of zones under Franchisee's control.

In addition to lifeguards, the Franchisee shall provide the following equipment sufficient for each area of responsibility:

1. vehicle, jet ski or similar device,
2. first aid kit,
3. rescue buoy,
4. two-way radio and two-way radio with police frequency provided by the police department.

Franchisee shall in addition to their required permanent stands provide mobile lifeguards, or additional personnel approved by the City in the following areas:

1. In Zones 1, 4, 8, 12, 16, 22, 23 and 27, Lifeguard Only (LGO) for each zone.
2. In Zone 89, 2 LGOs.
3. From Zones 1-27, 1 Mobile LGO.
4. From zone 48-64 (31st North - 52nd north) minimum of (2) mobile guards
5. From Zone 69-74 (61st north- 67th north) minimum of (1) mobile guard
6. From zone 84-88 (77th north - 82nd north) minimum of (1) mobile guard

Mobile lifeguard shall be described as a guard that covers several blocks of beach by utilizing a motorized cart, ATV, or vehicle and is able to respond rapidly to the scene of an emergency.

Franchisee understands and agrees that additional stands and lifeguard personnel may be deemed necessary by the City and hereby agrees to provide such additional lifeguards after consultation with the City. The direct cost of such additional lifeguards may be deducted from the franchise payment to the City, as shown in Section 6.

From the 1st week of June through Labor Day, and during the hours of operation, for every one (1) to six (6) stands that the Franchisee controls, a minimum of one (1) Lifeguard Only is required, and for every six (6) stands thereafter. A "Lifeguard Only" may be mobile only within a six (6) stand range. Franchisee shall provide the appropriate City authority with the stand number of each "Lifeguard Only". During the hours of operation and term of the franchise agreement, for every one (1) to ten (10) stands that the Franchisee controls, a minimum of one off-stand supervisor shall be provided. A supervisor cannot be a "Lifeguard Only" except during the lunch period.

SECTION 2. - STANDARDS OF PERFORMANCE & LIFEGUARD CERTIFICATION

All lifeguards shall be at least seventeen (17) years of age, be of good moral character and abide by the highest standards of cleanliness and physical appearance. Prior to commencing work as a lifeguard, Franchisee will test each candidate to ensure that the individual can demonstrate an ability to swim 500 meters over a measured course in a twelve (12) minute period. Thereafter, each lifeguard shall be required, upon demand from the Police, to demonstrate an ongoing and current ability to swim 500 meters over a measured course in a twelve (12) minute period. Failure results in an immediate removal from duty until the test is taken and passed. Successive tests shall not be administered within a 24 hour period. After the third failure, the lifeguard is permanently removed from

1 duty that season, and may not test again until the next season.

2
3 All lifeguards shall:

- 4 1. Possess adequate vision, hearing acuity, physical ability and stamina to
- 5 perform the duties of open water lifeguard;
- 6 2. Must possess a valid lifeguard card;
- 7 3. Be in good health and demonstrate an ability to swim 500 meters over a
- 8 measured course in a twelve (12) minute period;
- 9 4. Possess a Community First Aid Certification or its equivalent;
- 10 5. Possess a CPR Certification or equivalent for professional rescue; and
- 11 6. Successfully complete a course consisting of a total of not less than 40
- 12 hours in open water life saving which meet the criteria of the United
- 13 States Lifeguard Association.

14
15 At the beginning of each season, the Franchisee shall prepare a training schedule
16 for lifeguards and shall present it to the appropriate City authority. Franchisee
17 shall insure that all lifeguards reasonably comply with that schedule. All
18 lifeguards shall qualify by passing the "Minimum Training on Rescue Procedures"
19 before beginning work on the beach.

20
21 Franchisee shall prepare a lifeguard training curriculum meeting City
22 requirements and ensure that all lifeguard personnel qualify thereunder prior to
23 beginning work and meet all in-service training requirements. Franchisee or
24 designated representative and all franchise lifeguards shall attend all pre-
25 certification and in-service training sessions. Failure to attend shall result in
26 suspension from service until requirement is met.

27
28 Franchisee, all lifeguards and other franchise employees are prohibited from
29 consuming alcoholic beverages while on duty or from reporting to work under the
30 influence of alcohol or other controlled substances.

31
32 Franchisee, employees and all lifeguards shall be committed to maintaining a safe
33 and productive work environment. Alcohol or controlled substances in the
34 workplace are dangerous because they lead to physical impairment, loss of
35 judgment, and the risk of injury and death. Franchisee shall adopt a policy
36 consistent with the policy of the City of Myrtle Beach on drug free workplace.

37
38 Franchisee, employees and lifeguards are prohibited from:

- 39 1. Using a cell phone for activities unrelated to their duties;
- 40 2. Reporting to work while under the influence of alcoholic beverages or
- 41 controlled substances;
- 42 3. Using or possessing alcoholic beverages or controlled substances on City
- 43 Premises or franchisee's time;
- 44 4. Using, possessing, swallowing, inhaling, injecting, dealing in, controlled
- 45 substances (including but not limited to: marijuana, cocaine, LSD,
- 46 opiates, amphetamines, barbiturates and phencyclidine), and prescription
- 47 drugs which are not prescribed for the employee's use. THIS PROHIBITION
- 48 APPLIES TO USE AT ANY TIME BOTH ON THE JOB AND OFF THE JOB.

49
50 Franchisee shall not employ any individual as a lifeguard or beach concession
51 employee who has been convicted of or pled guilty or nolo contendere to a

1 felony or is on parole or probation for a criminal offense.

2
3 Franchisee and any franchise employee who operates a motor vehicle in the
4 performance of this franchise agreement shall possess a valid motor vehicle
5 operator's license, and successfully complete a Police Department offered training
6 course for the type of vehicle driven on the beach.

7
8 Franchisee and the City shall determine an appropriate schedule for lunch breaks.
9 Lunch breaks shall be staggered or alternated so that only every third lifeguard
10 will be off-stand during designated lunch hours. The off-stand supervisor shall
11 remain on the beach between the hours of 11:30 a.m. and 2:00 p.m. to augment
12 the provision of water safety services during those hours.

13
14 Franchisee shall promulgate an Employee Handbook that shall address the
15 requirements of:

- 16 1. Professional attitude, conduct and appearance;
- 17 2. Health and Safety;
- 18 3. Lifeguard Daily Checklist;
- 19 4. Beach Rules and Regulations;
- 20 5. Interactions with Beach Patrol and Fire and Rescue; and
- 21 6. Other such administrative or employment subjects as deemed necessary.

22
23 Franchisee shall be solely responsible for any required disciplinary action of its
24 lifeguards.

25 26 **SECTION 3. - LIFEGUARD UNIFORMS & EQUIPMENT**

27 All uniforms shall be of the same color and combination. All lifeguard tee shirts
28 shall be gold with navy blue lettering. "Life Guard" shall be printed on the front.
29 The name of the franchise shall be printed on the back. The City of Myrtle Beach
30 Seal shall be on the right sleeve. The company or non-commercial logo may be
31 printed on the left sleeve.

32
33 All lifeguard swim trunks shall be navy blue. "Life Guard" shall be printed in gold
34 letters on the right front leg. Company or non-commercial logo may be applied to
35 left front leg. Pattern may be repeated on the rear of the garment.

36
37 Female lifeguard personnel shall wear a navy blue swimsuit. "Life Guard" shall be
38 printed in gold letters on the front.

39
40 Outerwear shall be gold, with printing as described above. Lifeguards shall wear
41 shirts from 10:00 am. until 2:00 p.m.

42
43 All franchise stands shall be painted white and built according to City
44 specifications. Each stand shall be maintained in good condition and be provided
45 with the following minimum equipment:

- 46 1. Torpedo Buoy
- 47 2. Water Safety Flags (3)
- 48 3. First Aid Kit
- 49 4. Orange Lifeguard Umbrella with "Life Guard" in Navy Blue Letters
- 50 5. City Ordinance/Emergency Phone Number Sign

1 Every Other Stand Shall Have a two-way radio.

2
3 Lifeguard stand shall be located at such distances and intervals as are determined by
4 the City. In areas in which two franchises join; Franchisee shall not place beach
5 equipment closer than twenty (20) feet to the point of junction. In addition, a
6 twenty (20) foot opening shall be maintained at each street-end and a ten (10) foot
7 opening at each public alleyway. In all cases, Franchisee, in setting up beach
8 equipment, shall endeavor to provide the highest degree of public access possible.
9 Franchisee agrees to remove fifty percent of any un-rented chairs and umbrellas
10 after 2:30 p.m.

11
12 Each Franchisee shall have an attended two-way radio with police frequency
13 provided by the Police Department.

14 15 **Section 4. - BEACH SERVICE EQUIPMENT**

16 No commercial or retail activity except as authorized herein shall be permitted on
17 the public beach.

18
19 In return for the provision of water safety services and other consideration in Section
20 6, the Franchisee is hereby authorized to rent the following beach equipment:

- 21 1. Chairs & footrests
- 22 2. Umbrella Windbreaks
- 23 3. Floats
- 24 4. Soft Boogie Boards

25
26 Franchisee may not rent any "hard" equipment including but not limited to:

- 27 1. Surfboards
- 28 2. Skim Boards
- 29 3. Sailboats

30
31 Franchisee shall not display any signage other than specifically authorized herein as
32 well as its company logo on its beach service equipment.

33
34 Franchisee is authorized to operate, in a safe and prudent manner, various types of
35 motor vehicles in support of its water safety and beach concession operations. All
36 such vehicles shall be maintained in excellent mechanical condition, be neat in
37 appearance and be properly licensed and insured as required by law, and operated
38 by a properly licensed operator.

39
40 Except in the case of emergency, Franchisee is prohibited from bringing any
41 chemicals, including but not limited to gasoline, oil and hydraulic fluid onto the
42 public beach and shall be solely responsible for any release from its motor vehicles
43 used on the public beach. In the event of spillage, Franchisee shall contain said
44 spillage and contact Beach Patrol.

45
46 The City shall have the right to inspect and approve or disapprove the use of any
47 motor vehicle.

48 49 50 **SECTION 5. - BEACH CLEANLINESS**

51 Each Franchisee will be responsible for the cleanliness of its franchise zone(s) as

1 assigned. The area of responsibility extends from the water line to the primary
 2 dune line; provided however, while on duty this obligation only extends from the
 3 water line to the umbrella line. Each Franchisee will be held accountable to the
 4 City for the cleanliness of the beach in each respective zone. Re-occurring
 5 legitimate complaints about beach cleanliness in a specified zone shall be grounds
 6 for franchise termination. At the beginning of each season, the City will provide
 7 trashcans as needed for each stand. The City shall be responsible for the trashcans
 8 pick-up on the beach.
 9

10 **SECTION 6. - FINANCIAL REPORTING AND FRANCHISE FEES**

11 Franchisee shall provide the City a sales tax report no later than December
 12 1 of each year during the term of this Franchise. The City may require additional
 13 financial information in its discretion.
 14

15 Franchise fees shall be three percent (3%) of gross receipts, with a maximum of
 16 \$1,600.00 per stand, and shall be due and payable no later than December 31 of
 17 each year. Franchisee shall be afforded a ten (10) day grace period for payment
 18 of franchise fees, after which time a ten percent (10%) late fee will be
 19 assessed. Failure to pay franchise fees and any late fees within thirty (30) days
 20 of the due date shall be grounds for revocation of the franchise.
 21

22 The City shall waive some or may waive all of the franchise fee in consideration of
 23 City required additional stands and lifeguard personnel as may be deemed
 24 necessary by the City in Section 1. In compliance with Section 1 regarding mobile
 25 lifeguards in the residential areas, each required additional lifeguard shall result in a
 26 twelve thousand (\$12,000.00) deduction from the total franchise fee paid to the City
 27 per year.
 28

29 **SECTION 7. - INSURANCE**

30 Franchisee shall provide and pay for the following insurance coverage during the
 31 term hereof:
 32

33 Public Liability - A general liability policy protecting Franchisee against liability or
 34 loss due to bodily injury, property damage or personal injury arising out of the
 35 performance of its franchise responsibilities and more specifically the provision of
 36 water safety service. Policy shall be written on an occurrence form and provide a
 37 combined single limit of liability of One Million Dollars (\$1,000,000) per occurrence.
 38 Coverage shall be included for: Premises/Operation; Products/Completed
 39 Operation; Contractual Liability; Independent Contractors and shall include a broad
 40 form property damage endorsement. In the event this policy shall exclude coverage
 41 for Lifeguard Liability as a professional service, Franchisee shall be required to
 42 provide and pay for professional service coverage protecting Franchise against
 43 liability for the acts, errors and omissions of its water safety personnel.
 44

45 Automobile Liability-A Business Automobile Liability policy protecting Franchisee
 46 against liability or loss due to bodily injury and property damage arising out of the
 47 operation of a motor vehicle in the performance of this Franchise. Policy shall be
 48 written on an occurrence basis and provide coverage for "any auto" with a combined
 49 single limit of liability of One Million Dollars (\$1,000,000) per occurrence.
 50

51 Worker's Compensation & Employers' Liability-A Worker's Compensation policy

1 protecting Franchisee against liability or loss arising out of occupational injury or
 2 illness of its employees. This policy shall provide minimum limits of liability of:
 3 \$500,000 each accident; \$500,000 disease - each employee; and \$500,000
 4 disease- policy limit.

5
 6 **Policy Endorsements:**

7 Both the general liability and automobile liability policies, as well as any
 8 professional services policy shall be endorsed to name the City of Myrtle Beach
 9 as an "additional insured."

10
 11 All policies shall be endorsed to provide the City of Myrtle Beach sixty (60) days
 12 prior written notice of non-renewal, reduction or exhaustion of limits or
 13 cancellation.

14
 15 All policies shall include a "waiver of subrogation" endorsement in favor of the
 16 City of Myrtle Beach.

17
 18 **Conditions:**

19 The clause "other Insurance" in a policy in which the City of Myrtle Beach is
 20 named as an "additional insured" shall not apply to the City of Myrtle Beach.
 21 The insuring company shall have no recourse against the City of Myrtle Beach for
 22 the payment of any premiums, deductibles or assessments.

23
 24 In the event Franchisee should fail to comply with the "loss reporting"
 25 requirements of any policy, that failure shall not adversely affect the
 26 coverage afforded the City, nor shall the City be responsible for complying with
 27 the reporting requirements of any policy.

28
 29 **SECTION 8. - INDEMNIFICATION**

30 With respect to the parties, and their officials, agents, employees, volunteers,
 31 contractors, or those who act on the Franchisor's or Franchisee's behalf in any
 32 authorized capacity:

33 The Franchisee is informed of risks and obligations in performance of the
 34 franchise, and for valuable consideration received in the form of the granted
 35 franchise, the Franchisee agrees to assume and fully to take on to itself all of
 36 the risks and responsibilities in any way arising from, or associated with its
 37 participation in the Franchise, and

38
 39 The Franchisee does release the City from any and all claims, demands, suits,
 40 judgments, damages, actions and liabilities of every name and nature
 41 whatsoever, including attorney's fees and costs, whenever occurring, whether
 42 known or unknown, contingent or fixed, at law or in equity, that the Franchisee
 43 may suffer at any time arising from or in connection with participation in the
 44 franchise, including any personal injury, commercial injury or harm or damage
 45 to any property or person.

46
 47 Further, as to non-parties to this agreement, Franchisee further agrees to protect,
 48 defend, indemnify and hold the City free and harmless from and against any and all
 49 losses, fines, penalties, damages, settlements, costs, charges, professional fees or
 50 other expenses and liabilities of every kind and character arising out of or relating to
 51 any and all claims, liens, demands, obligations, actions, proceedings, or causes of

1 action of every kind in connection with or arising out of this Franchise and the
2 performance hereof, that are due to acts, errors, omissions or negligence of
3 Franchisee, its officers, agents, employees or subcontractors.

4
5 Franchisee further agrees to investigate, handle, respond to, provide defense for
6 and defend the same at its sole expense and agrees to bear all other costs and
7 expenses related thereto. In specific reference to the above, the Franchisee agrees
8 to assume the legal defense, and vigorously defend upon actual notice of claim or
9 suit, and, in doing so, completely indemnify the Franchisor from any loss including
10 any damage model or attorneys' fees and cost, and hold harmless the Franchisor from
11 and against any and all liabilities.

12
13 In the event a claim or suit is made against the City or those who act on its behalf,
14 arising from the Franchisee's operation of the franchise, the same shall be
15 transmitted by City immediately, and the Franchisee has the immediate and
16 absolute duty to defend the claim or suit, even if it is groundless, false or
17 fraudulent, so that the Franchisor may not incur attorney's fees and costs arising
18 from the claim or suit of non-parties. Should the Franchisor incur attorney's fees or
19 cost, the Franchisee shall make the Franchisor whole upon demand.

20
21 This promise binds heirs, executors, administrators, legal representatives and
22 assigns of the Franchisee and survives this agreement for the length of time
23 necessary under the applicable statute of limitations relating to any claim, suit or
24 cause of action. This hold harmless, indemnification, and duty to defend shall be
25 governed for all purposes by South Carolina law, without regard to such law on
26 choice of law.

27
28 Within the time as may be provided by law for the answer or defense of any filed
29 claim or proceeding, but no later than thirty (30) days after the City receives notice
30 of the commencement of any action or other proceeding in respect of which
31 indemnification or reimbursement may be sought hereunder, the City shall notify the
32 Franchisee, If any such action or other proceeding shall be brought against the City
33 and be transmitted to the Franchisee, the Franchisee shall, within thirty (30) days
34 acknowledge in writing its receipt of such notice from the City, and shall
35 acknowledge and confirm the Franchisee's obligation to hold harmless, indemnify,
36 and assume the defense, and it shall be obligated to assume the defense of such
37 action or proceeding with counsel chosen by the Franchisee.

38
39 Notwithstanding the foregoing, the City shall have the right to employ separate
40 counsel at the City's sole cost and expense and to control its own defense of such
41 action or proceeding if in the reasonable opinion of counsel to the City, (a) there are
42 or may be legal defenses available to the City that are different from or additional
43 to those available to the Franchisee and which could not be adequately advanced by
44 counsel chosen by the Franchisee, or (b) a conflict or potential conflict exists
45 between Franchisee and the City that would make such separate representation
46 advisable.

47
48 The Franchisee shall not, without the prior written consent of the City, settle or
49 compromise or consent to the entry of any judgment in any pending or threatened
50 claim, action or proceeding to which the City is a party unless such settlement,
51 compromise or consent includes an unconditional release of the City from all liability

1 arising or potentially arising from or by reason of such claim, action or proceeding.

2
3 Notwithstanding any other provision contained herein, the franchise may be
4 terminated upon Franchisee's failure to honor this, or other indemnification, hold
5 harmless or duty to defend obligations due and owing to the Franchisor, arising from
6 the operation of Franchisor's beach safety franchise.

7
8 **SECTION 9. - TRANSFER OF FRANCHISE**

9 A Franchisee may transfer his/her franchise to another franchise holder subject to a
10 sixty (60) day notice to and upon approval of the City Manager. City Council must
11 approve by Resolution any franchise transfer. All such approvals shall not be
12 unreasonably withheld.

13
14 Violation of any provision of this Franchise Agreement shall result in the suspension
15 of the Franchise Agreement or in the permanent revocation of the Franchise by
16 City Council.

17
18 **SECTION 10. - ASSIGNMENT**

19 This Franchise may not be assigned in whole or in part except upon the written
20 consent of the City of Myrtle Beach.

21
22 **SECTION 11. - TERMINATION**

23 In the event the Franchisee is determined to be in default under the terms of this
24 Franchise, the City shall provide Franchisee written notice of default and afford
25 the Franchisee ten (10) days in which to cure the default. Upon failure of the
26 Franchisee to cure or show reasonable progress towards curing the default, the
27 City shall provide written notice of termination to Franchisee and this Franchise
28 shall be revoked by City Council.

29
30 **SECTION 12. - NOTICE AND CONTACT**

31 Any papers, request, demand, authorization, direction, notice, consent or waiver
32 provided, required or permitted to be made upon, given by, or furnished to the
33 either party with respect to this franchise shall be sufficient for every purpose
34 hereunder if in writing and mailed by United States Mail, certified or registered
35 mail, postage prepaid and addressed as follows:

36
37 **TO THE CITY:**
38 **ATTENTION: CITY MANAGER**
39 **P. O. BOX 2468**
40 **MYRTLE BEACH, SC 29578**

41
42 **TO THE FRANCHISEE**

43 Myrtle Beach
44 Service, Inc.
45 _____
46 _____

47
48 **WITNESS THE DUE EXECUTION HEREOF ON THE DATE LAST SIGNED;**

49
50 **CITY OF MYRTLE BEACH**
51

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BY: John Pedersen

ITS CITY MANAGER

PRINT NAME: John Pedersen

WITNESS SIGNATURE AND PRINTED NAME:

[Signature]
Tamara Miller

DATE: 5/9/18

FRANCHISEE

BY: George Lact

ITS President

PRINT NAME: George Lact

WITNESS SIGNATURE AND PRINTED NAME:

[Signature]
Tamara Miller

DATE: 5-9-18

ATTACHMENT A**FRANCHISE AWARD:**

Lack's Beach Service
John's Beach Service

Zones 1 through 38, 89
Zones 39-88

ZONE DESCRIPTION

1. From South City Limits to center line of 29th Avenue South
2. From center line of 29th Avenue South to center line of 28th Avenue South
3. From center line of 28th Avenue South to center line of 27th Avenue South
4. From center line of 27th Avenue South to center line of 26th Avenue South
5. From center line of 26th Avenue South to center line of 25th Avenue South
6. From center line of 25th Avenue South to center line of 24th Avenue South
7. From center line of 24th Avenue South to center line of 23rd Avenue South
8. From center line of 23rd Avenue South to center line of alleyway/walkway at 22nd Avenue South
9. From center line of alleyway/walkway at 22nd Avenue South to center line of alleyway/walkway at 21st Avenue South
10. From center line of alleyway/walkway at 21st Avenue South to center line of 19th Avenue South
11. From center line of 19th Avenue South to center line of alleyway/walkway north of 18th Avenue South
12. From center line of alleyway/walkway north of 18th Avenue South to center line of 16th Avenue South
13. From center line of 16th Avenue South to center line of 15th Avenue South
14. From center line of 15th Avenue South to center line of 13th Avenue South
15. From center line of 13th Avenue South to center line of 12th Avenue South
16. From center line of 12th Avenue South to center line of 11th Avenue South
17. From center line of 11th Avenue South to center line of 10th Avenue South
18. From center line of 10th Avenue South to center line of 9th Avenue South

19. From center line of 9th Avenue South to center line of 8th Avenue South
20. From center line of 8th Avenue South to center line of 7th Avenue South
21. From center line of 7th Avenue South to center line of 6th Avenue South
22. From center line of 6th Avenue South to center line of Withers Swash
23. From center line of Withers Swash to center line of 3rd Avenue South
24. From center line of 3rd Avenue South to center line of 2nd Avenue South
25. From center line of 2nd Avenue South to center line of 1st Avenue South
26. From center line of 1st Avenue South to center line of 1st Avenue North
27. From center line of 1st Avenue North to south side 2nd Avenue North Pier
28. From north side 2nd Avenue North Pier to center line of 3rd Avenue North
29. From center line of 3rd Avenue North to center line of 4th Avenue North
30. From center line of 4th Avenue North to center line of 5th Avenue North
31. From center line of 5th Avenue North to center line of 6th Avenue North
32. From center line of 6th Avenue North to center line of 7th Avenue North
33. From center of 7th Avenue North to center line of 8th Avenue North
34. From center line of 8th Avenue North to center line of 9th Avenue North
35. From center line of 9th Avenue North to center line of alleyway/walkway south of Mr. Joe White Avenue
36. From center line of alleyway/walkway south of Mr. Joe White Avenue to center line of alleyway/walkway north of Mr. Joe White Avenue
37. From center line of alleyway/walkway north of Mr. Joe White Avenue to center line of 12th Avenue North
38. From center line of 12th Avenue North to south side of 14th Avenue North Pier
39. From north side of 14th Avenue North Pier to center line of the alleyway/walkway at 16th Avenue North
40. From center line of the alleyway/walkway at 16th Avenue North to center line of City Park at 19th Avenue North
41. From center line of City Park at 19th Avenue North to center line of alleyway/

walkway south of 21st Avenue North

42. From center line of alleyway/walkway south of 21st Avenue North to center line of 23rd Avenue North

43. From center line of 23rd Avenue North to center line of 24th Avenue North

44. From center line of 24th Avenue North to center line of 26th Avenue North

45. From center line of 26th Avenue North to center line of alleyway/walkway at 27th Avenue North

46. From center line of alleyway/walkway at 27th Avenue North to center line of alleyway/walkway at 29th Avenue North

47. From center line of alleyway/walkway at 29th Avenue North to center line of 31st Avenue North

48. From center line of 31st Avenue North to center line of 34th Avenue North

49. From center line of 34th Avenue North to center line of 37th Avenue North

50. From center line of 37th Avenue North to center line of 38th Avenue North

51. From center line of 38th Avenue North to center line of 39th Avenue North

52. From center line of 39th Avenue North to center line of 40th Avenue North

53. From center line of 40th Avenue North to center line of 41st Avenue North

54. From center line of 41st Avenue North to center line of 42nd Avenue North

55. From center line of 42nd Avenue North to center line of 43rd Avenue North

56. From center line of 43rd Avenue North to center line of 44th Avenue North

57. From center line of 44th Avenue North to center line of 45th Avenue North

58. From center line of 45th Avenue North to center line of 46th Avenue North

59. From center line of 46th Avenue North to center line of 47th Avenue North

60. From center line of 47th Avenue North to center line of 48th Avenue North

61. From center line of 48th Avenue North to center line of 49th Avenue North

62. From center line of 49th Avenue North to center line of 50th Avenue North

63. From center line of 50th Avenue North to center line of 51st Avenue North

64. From center line of 51st Avenue North to center line of 52nd Avenue North

65. From center line of 52nd Avenue North to center line of 53rd Avenue North
66. From center line of 53rd Avenue North to center line of City Park at south side of Cabana Section
67. From center line of City park, south side of Cabana Section to center line Beach Place
68. From center line of Beach Place to center line of Seaside Place
69. From center line of Seaside Place to center line of alleyway/walkway south side Haskell Circle
70. From center line of alleyway/walkway south side Haskell Circle to center line alleyway/walkway north of 63rd Avenue North
71. From center line of alleyway/walkway north of 63rd Avenue North to center line of 64th Avenue North
72. From center line of 64th Avenue North to center line of 65th Avenue North
73. From center line of 65th Avenue North to center line of 66th Avenue North
74. From center line of 66th Avenue North to center line of 67th Avenue North
75. From center line of 67th Avenue North to center line of 69th Avenue North
76. From center line of 69th Avenue North to center line of 70th Avenue North
77. From center line of 70th Avenue North to center line of 71st Avenue North
78. From center line of 71st Avenue North to center line of 72nd Avenue North
79. From center line of 72nd Avenue North to center line of 73rd Avenue North
80. From center line of 73rd Avenue North to center line of 74th Avenue North
81. From center line of 74th Avenue North to center line of 75th Avenue North
82. From center line of 75th Avenue North to center line of 76th Avenue North
83. From center line of 76th Avenue North to center line of 77th Avenue North
84. From center line of 77th Avenue North to center line of 78th Avenue North
85. From center line of 78th Avenue North to center line of 79th Avenue North
86. From center line of 79th Avenue North to center line of 80th Avenue North
87. From center line of 80th Avenue North to center line of 81st Avenue North

88. From center line of 81st Avenue North to center line of 82nd Avenue North

89. From center line of 82nd Avenue North to northern City Limits.

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF HORRY	)	FOR THE FIFTEENTH JUDICIAL CIRCUIT
	)	
Meswaet Abel, as Personal	)	C/A NO.: 2019-CP-26-07075
Representative over the Estate of	)	
Zerihun Wolde and as Natural Parent	)	
and Legal Guardian for Adam Wolde	)	
and Wubit Wolde,	)	DEFENDANT CITY OF MYRTLE BEACH
	)	MOTION IN LIMINE
Plaintiffs,	)	
	)	
v.	)	
	)	
Lack's Beach Service, City of Myrtle	)	
Beach and John Doe Lifeguard,	)	
	)	
Defendants.	)	
	)	
	)	

Defendant City of Myrtle Beach ("CMB"), by and through its undersigned counsel, respectfully moves in limine for an order barring Plaintiffs from introducing any evidence, testimony, or argument at trial of this case or any of the matters referenced herein. Defendant CMB also concurs and joins in all of Defendant Lack's Beach Service's Motion in Limine.

FACTUAL BACKGROUND

This case arises out of the drowning of Zerihun Wolde on August 24, 2018 on a beach area near the Sea Crest Hotel within the City of Myrtle Beach. The City of Myrtle Beach owned the beach, and had a franchise agreement with Lack's Beach Service related to the provision of lifeguarding and other beach related services.¹ The agreement provided that Lack's would provide lifeguard services by trained lifeguards on the beach during certain hours. The agreement also allowed Lack's lifeguards to engage in the rental of beach chairs on the shore. At the time of his death, Mr. Wolde was swimming for recreational purposes on property owned by the CMB,

¹ A copy of the Franchise Agreement for 2018 is attached as Exhibit 1.

and was doing so free of charge. Mr. Wolde and his family did not pay any fees to swim and enjoy the beach, and did not rent beach chairs from the lifeguards.

On August 24, Wolde and two of his children entered the water near lifeguard stand 22 (L-22), manned by Lucas Jaworski. There is no testimony that Jaworski was not on duty or on his stand at the time. Due to the currents on that date, Wolde and his children drifted south, toward lifeguard stand 21 (L-21). The lifeguard assigned to L-21, Kacper Palacz, was on his lunch break between 12:15 and 1:00 pm. The L-21 area was to be covered by L-22, staffed by Alex Dineev, and L-20 (Lucas Jaworski) in the absence of L-21, per the franchise agreement. Also pursuant to the agreement between Lack's and CMB, the lifeguard supervisor was to be on the beach during the lunch hours as an additional layer of support. Wolde apparently began having difficulty in the water during L-21's lunch break, around 12:45. Bystanders were able to assist the two children out of the water, but by the time the bystanders could assist Wolde, he was unconscious and non-responsive. The lifeguards and various City personnel arrived on the scene and tried to revive Wolde, but he never regained consciousness, and was pronounced dead at the hospital.

Ms. Abel, Mr. Wolde's fiancé and mother of his children, has brought a claim against CMB alleging the following causes of action: (1) a survival cause of action pursuant to South Carolina Code Annotate 15-51-10; (2) a wrongful death action pursuant to South Carolina Code Annotated Section 15-51-20; (3) "negligence, gross negligence and recklessness", and "bystander liability". It is unclear at this time if Ms. Abel is bringing a claim individually rather than as a representative of Wolde's estate.

MOTIONS IN LIMINE

Generally, a motion in limine seeks a pretrial evidentiary ruling to prevent the disclosure of potentially prejudicial matter to the Finder of Fact.² In this case, CMB's motion in limine is being submitted for purposes of the presiding judge to rule on and exclude any reference or disclosure of the following matters for the reasons stated herein.

A. The Court should exclude any evidence, testimony, or argument about other drownings within the City of Myrtle Beach or within Horry County.

Obviously, this is a tragic case. A jury will obviously feel sympathy for Ms. Abel and her children in the loss of Mr. Wolde. There is already an inherent sympathy factor for the Plaintiff and her children. However, even under the best circumstances, drownings can occur on lifeguarded beaches.³ Further, drownings can occur due to factors that do not implicate the skill or attention of a lifeguard; for example, a person may have a heart attack while swimming, or a diabetic crisis. The statistics kept by CMB and Horry County on drownings do not separate the various incidents by type, cause, or by whether lifeguards were on duty at the time of the events.

South Carolina Rule of Evidence 403 allows the exclusion of certain evidence if the probative value is substantially outweighed by the danger of unfair prejudice, confusion of the issues, or misleading the jury, or by considerations of undue delay, waste of time, or needless presentation of cumulative evidence.⁴ In light of the fact that there is no detailed evidence of how all the other drownings occurred, the fact that other drownings took place, regardless of number, creates significant likelihood of prejudice to CMB, and would require CMB to try to differentiate each drowning to show how it may be different than the Wolde matter. Because of the

² *State v. Smith*, 337 S.C. 27, 32, 522 S.E.2d 598, 600 (1999) (citing *State v. Hill*, 331 S.C. 94, 501 S.E.2d 122, (1998); *State v. Floyd*, 295 S.C. 518, 369 S.E.2d 842 (1988)).

³ Plaintiff's expert Griffiths testified that even beaches guarded by the best lifeguards can experience drownings.

⁴ *State v. Gregory* 198 S.C. 98, 16 S.E.2d 532 (1941) (trial judge properly limited the defendant's presentation of certain evidence to guard against confusion of the jury by the injection of collateral issues)

likelihood of prejudice, evidence of similar “accidents, transactions, or happenings is admissible in South Carolina where there is some special relation between the accidents tending to prove or disprove some fact in dispute.”⁵ There has been absolutely no evidence presented in this case to show that any other drowning in the City of Myrtle Beach or Horry County is in any way similar to this one, either in time of day, cause, or ocean conditions. Plaintiffs have not solicited this information from any of the CMB witnesses, nor has Plaintiff’s expert done any research on similar drownings in the area. Defendant respectfully requests that any evidence regarding other drownings in Myrtle Beach or Horry County.

B. The Court should exclude any testimony and/or evidence offered by Tricia Yount.

Plaintiff has never named Tricia Yount, an economist, as an expert witness in response to interrogatories or requests for production. Prior to the parties’ mediation on April 1, 2021, Plaintiff produced a report **ONLY** to counsel for Defendant’s Lack’s Beach Service. The report from Ms. Yount was entitled “Preliminary Expert Report Economic Damages”, and notes that it was for the purpose of mediation only. There has never been a supplemental report produced, and Ms. Yount has never offered any opinions associated with this case in response to any discovery. Plaintiff has supplemented their discovery responses more than once since the mediation, and has failed to name Ms. Yount.

The qualification of an expert witness and the admissibility of his opinion are matters that rest with the discretion of the trial court.⁶ However, should the Court allow Ms. Yount to testify, the Defendants will be significantly hampered in their presentation of their case. The Defendants have not had an opportunity to depose Ms. Yount on her opinions, have not been on notice that she

⁵ *Whaley v. CSX Transp., Inc.* 362 S.C. 456, 483, 609 S.E.2d 286,300 (2005)

⁶ *Manning v. City of Columbia*, 297 S.C. 451, 377 S.E.2d 335 (1989).

would be called as a witness and did not therefore retain their own expert to testify, and have not been told of any of opinions that she plans to offer at trial. Her only report was labeled “preliminary” and was noted to be for mediation only.

C. The Court should exclude any attempt by Plaintiff to suggest that the failure to save Wolde was the result of any racial animus.

During her deposition, Ms. Abel was questioned about the events on the day of Wolde’s drowning. Ms. Abel claimed that she had questions about “[w]hy they weren’t helping him”, presumably meaning Mr. Wolde.⁷ She further elaborates that she was discussing this with her daughter, Wubit, and that one or both of them thought that perhaps the lifeguards were not there to assist Mr. Wolde because he was black and because “like in the South, you know, they don’t care about black people, and it is because he is black.”⁸ There has been absolutely no evidence presented anywhere to suggest that Wolde’s race had anything to do with either his drowning, the location and attention of the lifeguards, or the speed with which an attempted rescue occurred. Even Ms. Abel herself does not know how long Wolde was struggling in the water before bystanders noticed him, so it is impossible to say that racial animus had anything to do with the speed in which rescue and resuscitation efforts occurred. Ms. Abel’s testimony on this point is nothing but pure speculation and runs the risk of injection a racial element into the case that does not exist. Her speculation creates a significant risk of prejudice to CMB, and should be excluded from any testimony offered pursuant to SCRE 403.

D. The Court should exclude any evidence or testimony regarding subsequent changes to lifeguarding process in Myrtle Beach in the years following Wolde’s death.

Part of Plaintiff’s negligence argument is that CMB was negligent and/or grossly negligent in its decision to allow Lack’s to utilize the “dual purpose” lifeguard system and in failing to follow

⁷ Deposition of Mesawaet Abel, page 111-112

⁸ Deposition of Mesawaet Abel, page 111, lines 18-21.

up to make sure the Lack's lifeguards were properly trained and/or certified. During this deposition, John Pedersen, the former CMB manager, testified that in the years after Wolde's death, he has discussed and recommended that CMB move away from the dual role system.⁹ CMB has also produced emails from 2019 showing that Brian Mitchell followed up with Lack's regarding two lifeguards who were missing certifications or did not pass their swim tests. There are other emails in 2019 that discuss signage and other methods that could be used to further educate the public about beach and surf conditions, another assertion raised by Plaintiff. In 2021, there are multiple e mails between various Lack's personnel and Fox Simons, the new city manager, regarding meeting to discuss proposals for increasing the amount of life guard only staff at the beach.

Rule 407 of the South Carolina Rules of Evidence prevents the introduction of measures which if taken previously would have made the event less likely to occur if the evidence is offered to prove negligence or culpable conduct in connection to the event.¹⁰ The South Carolina Supreme Court has held that "Rule 407 bars the introduction of any change, repair or precaution that under the Plaintiff's theory would have made the accident less likely to happen, unless the evidence is offered for another purpose."¹¹

Plaintiff's theory in this case is that if CMB or Lack's had utilized a system in which the lifeguards were not allowed to handle commercial transactions, Wolde's drowning could have been prevented. Although there is no evidence to prove that theory, allowing Plaintiff's to introduce evidence that CMB later added additional lifeguards or discussed ways to have additional lifeguards would lead the jury to assume that the CMB believed that the prior system

⁹ Deposition of John Pedersen, (December 2020), page 60.

¹⁰ Rule 407, SCRE

¹¹ *Webb v. CSX Transportation, Inc.* 364 S.C. 639, 653, 615 S.E.2d 440, 448 (2005)

was in some way improper or lacking. Similarly, the fact that CMB considered adding additional public safety resources and/or signage or followed up with Lack's lifeguard training may mislead a jury into believing that CMB's prior conduct was negligent in some fashion.

CONCLUSION

For the foregoing reasons, Defendant CMB respectfully requests that the Court grant CMB's motion in limine.

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**ATTORNEYS FOR DEFENDANT CITY OF
MYRTLE BEACH**

Columbia, South Carolina
June 20, 2022

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE 15TH JUDICIAL CIRCUIT
COUNTY OF HORRY	)	CASE NO.: 2019-CP-26-07075
MESWAET ABEL, AS PERSONAL	)	
REPRESENTATIVE OVER THE	)	
ESTATE OF ZERIHUN WOLDE AND	)	
AS NATURAL PARENT AND LEGAL	)	
GUARDIAN FOR ADAM WOLDE,	)	
AND WUBIT WOLDE,	)	
	)	DEFENDANT LACK'S BEACH
Plaintiffs,	)	SERVICE, INC.'S MOTION IN
	)	LIMINE AND MEMORANDUM
v.	)	IN SUPPORT
	)	
LACK'S BEACH SERVICE, CITY OF	)	
MYRTLE BEACH, AND JOHN DOE	)	
LIFEGUARD,	)	
	)	
Defendants.	)	

Defendant Lack's Beach Service, Inc. ("Lack's"), by and through its undersigned counsel, respectfully moves in limine for an order barring Plaintiffs from introducing any evidence, testimony, or argument at the trial of this case of any of the matters addressed herein.

BACKGROUND

This case arises out of the tragic drowning of Zerihun Wolde ("Wolde") on August 24, 2018, on a beach in front of the Sea Crest hotel within the City of Myrtle Beach.. The central theme of Plaintiff's case is that Lack's lifeguards were employed in a dual role capacity on the City's beach, *i.e.* 1) lifeguarding and 2) renting beach umbrellas and chairs, and that the divided attention and/or distractions provided by that dual role employment contributed to Wolde's drowning. However, the record is completely devoid of any evidence that any lifeguard on duty in the area of the drowning was engaged in any commercial activity in the relevant time period when

Wolde drowned. Accordingly, any and all evidence of the alleged deficiency of the dual role lifeguard should be excluded at trial.

It is uncontested that Wolde's drowning occurred in the general vicinity of Lifeguard Tower 21 (L-21).¹ At the time of Wolde's drowning around 12:45, the lifeguard stationed at L-21, Kacper Palacz, was on a regularly scheduled lunch break (12:15 to 1:00 pm). By design, the lifeguards assigned to the adjacent stations to the north at L-22 (Lukasz Jaworski) and to the south at L-20 (Alex Dineev) were charged with watching the water of the lifeguard at lunch.² In the summer of 2018, all three lifeguards were eastern European foreign nationals in the United States on J-1 student work visas. None have been deposed and none are expected to testify at the trial of the case.

The simple, but yet most significant undisputed fact, is that there is no evidence of what the lifeguards stationed at L-22 or L-20 were doing when Wolde's drowning incident occurred, much less any evidence that either was engaged in any "secondary" role of renting beach equipment.³ Plaintiff's expert Thomas Griffiths has repeatedly conceded that he has no evidence as to what the lifeguards at L-22 and L-20 were doing and, more specifically, has repeatedly conceded that he has no evidence that either lifeguard was engaged in any commercial activity at the time of Wolde's drowning incident. Despite having no factual evidence to support him, Griffiths has opined that Lack's violated the standard of care by having lifeguards engaged in a

¹ The lifeguard towers on the beach are numbered in descending chronological order from north to south.

² The Franchise Agreement between the City of Myrtle Beach and Lack's specifically provided for lifeguard lunches to be staggered so that the two adjacent guards would watch the water of the lifeguard at lunch. The towers were positioned to allow the lifeguards to have visual overlap of the waters of the adjacent tower. Importantly, the sufficiency and adequacy of the spacing and/or positioning of the lifeguard towers in 2018 has not been contested.

³ It should go without saying that the lifeguard at L-21 could not have been engaged in any commercial activity as he was on a regularly scheduled lunch break, off the beach, and was off duty when the drowning incident occurred.

secondary role of renting beach equipment and that the “dual roles” directly contributed to Wolde’s drowning.

While Griffiths readily admits that he has no evidence of what the lifeguards at L-22 and L-20 were doing and has no evidence that either was engaged in the secondary role of renting beach equipment, he suggests that the lack of lifeguard response or delay in lifeguard response is evidence of the guards being involved in commercial activity. The problem is that this “theory” is just as speculative and unsupported by any evidence in the record as the lack of direct evidence.

For example:

- There is no direct evidence of what the lifeguards at L-22 and L-20 were doing at all.
- There is no circumstantial evidence that rises above rank speculation to explain what the lifeguards at L-22 and L-20 were doing.
- There is no evidence as to the length of time Wolde was in distress.
- There is no evidence as to how far from the water’s edge Wolde was when he was in distress.
- There is no evidence as to how far Wolde was away from any lifeguard tower when he was in distress.
- There is no evidence that the lifeguards at L-22 or L-20, assuming they had visualized the Wolde in distress, could have physically been able to get to Wolde in enough time to change the outcome.⁴
- There is no evidence as to the length of time that passed from Wolde’s distress to the time he submerged.
- There is no evidence as to the length of time that passed from when Wolde submerged to time he was brought to the water’s edge by bystanders.
- There is no evidence as to the length of time that passed from Wolde’s submersion to the time he was brought to the water’s edge by bystanders.

⁴ Indeed, the evidence is that the bystanders who brought Wolde to the beach were either on the beach at the water’s edge, or in close proximity to Wolde in the water. Either way, the bystanders were indisputably closer to Wolde than any lifeguard on duty on the beach.

- There is no evidence of the amount of time that passed, if any, from the time Wolde was brought to the water's edge and the arrival of the lifeguard response.
- There is no evidence, and no opinion has been advanced, that the lifeguards at either L-22 or L-20 could have seen Wolde's distress and, more importantly, that either would have had enough time to change the outcome.
- Plaintiff's expert admits that a lifeguard's duties regularly include things such as communicating with the public, intervening in conflicts among beachgoers and assisting with lost children.
- Plaintiff's expert admits that a certain amount of "internal noise" and/or distractions cannot be eliminated and can interfere with a lifeguard's ability to see what is happening in front of him.

Despite the fact that there is no evidence that any lifeguards was actually delayed in response, there is an infinite range of plausible explanations for the lifeguards' response which have nothing to do with participating in an allegedly distracting commercial rental transaction.

LEGAL STANDARD

"The purpose of a motion in limine is to obtain a preliminary ruling on the admissibility of a particular evidentiary matter." Brazier v. NOVO Dev. Corp., No. 2:17-cv-03244-DCN, 2019 WL 2745538, at *1 (D.S.C. July 1, 2019) (citing Luce v. United States, 469 U.S. 38, 40 n.2 (1984)). Any party may move in limine to exclude evidence that is improper or unduly prejudicial or to determine if particular evidence is admissible. Floyd, 295 S.C. at 520, 369 S.E.2d at 843. The grounds for excluding evidence in limine are the same as during trial, but the motion asks the court to make a preliminary determination whether the particular evidence will be admissible at trial. Id.

A motion in limine is particularly appropriate where the "mere mention of the evidence during trial would be highly prejudicial and could not be remedied by an instruction to disregard it." Motion in Limine, Black's Law Dictionary (11th ed. 2019). In South Carolina, motions in limine have been used to raise questions such as whether the testimony of a particular witness is

admissible. S.C. Dep't of Highways & Pub. Transp. v. Galbreath, 315 S.C. 82, 431 S.E.2d 625 (Ct. App. 1993). A record must be made of the in limine hearing and ruling for appellate review. See City of Charleston v. Gilliam, 311 S.C. 252, 254, 428 S.E.2d 720, 721 (Ct. App. 1992) (“We take this opportunity to admonish the bar that evidentiary rulings made at sidebar conferences, pretrial hearings, and other in limine hearings without the presence of a court stenographer, must be reiterated for the record when the case is called for trial.”).

ARGUMENT

I. The Court should exclude any evidence, testimony, or argument about “dual role” lifeguards.

Since the beginning of the case, Plaintiff has advanced the “dual role” lifeguard as the central theme of the case against Defendants. Few, if any, witnesses have escaped questioning about the legitimacy of, or the challenge to, the “dual role” lifeguard. Plaintiff’s theme is simple; a lifeguard charged with public safety cannot effectively discharge that duty while engaged in a commercial transaction on the beach, *e.g.* renting umbrellas and chairs to beachgoers.⁵ However, Plaintiff’s theory is unsupported by any evidence in the record and, consequentially, the “dual role” lifeguard issue should never be presented to the jury at any time, or in any form, during the trial of the case.

First, there is absolutely no direct evidence of any relevant lifeguard participating in any commercial transaction at the time Wolde got into trouble in the water.⁶ Not a single witness has been identified, nor any tangible evidence produced, as proof that any relevant lifeguard was

⁵ Of course, the most important aspect of the “dual role” theme to Plaintiff’s case is that Defendants derive monetary benefit from the commercial activities of the lifeguards on the beach. It is the only support for Plaintiff’s counsel’s expected theme and arguments to a jury that Defendants prioritized “profits over people.”

⁶ When reference is made to the “relevant lifeguards” or anything similar, the reference is to the three lifeguards who would have had visual water coverage responsibility in the area where Wolde’s drowning occurred including Lukasz Jaworski (L-22), Kacper Palacz, (L-21) and Alex Dineev (L-20).

actually engaged in a commercial transaction immediately before, or during, the time of Wolde's drowning incident. Indeed, even Plaintiff's specially retained aquatics safety expert Thomas Griffiths has expressly conceded that, despite his extensive and intensive review of the evidence, he has not found any evidence that any relevant lifeguard was actually engaged in a commercial transaction in the relevant time frame around Wolde's drowning incident.. There simply is not a single shred of evidence that Defendants were seeking "profits over people" when Wolde's drowning incident occurred. Accordingly, any themes, evidence or arguments advanced by Plaintiff's attorneys regarding the dual role lifeguard should be prohibited as factually unfounded, irrelevant, non-probative and highly prejudicial to Defendants. S.C.R.E. 402 (Evidence is relevant if it has "any tendency to make the existence of any fact that is of consequence to the determination of the action more probable or less probable than it would be without the evidence."); S.C.R.E. 403 (Evidence "may be excluded if its probative value is substantially outweighed by the danger of unfair prejudice, confusion of the issues, or misleading the jury, or by considerations of undue delay, waste of time, or needless presentation of cumulative evidence.")

Second, while there is no direct evidence of any relevant lifeguard conducting any commercial transaction in the relevant time period, there is equally no circumstantial or indirect evidence that any lifeguard was engaged in any commercial activity at any relevant time. "Circumstantial evidence is proof of a chain of facts and circumstances indicating the existence of a fact." Moriarity v. Garden Sanctuary Church of God, 341 S.C. 320, 337, 534 S.E.2d 672, 680 (2000)(quoting State v Needs, 333 S.C. 134, 156 n.13, 508 S.E.2d 857, 868 n. 13 (1998)). Importantly, "[w]here circumstantial evidence is relied upon to establish liability, the plaintiff must show such circumstances as would justify the inference that his injuries were due to the negligent

act of the defendant, and not leave the question to mere conjecture or speculation.” Chaney v. Burgess, 246 S.C. 261, 266, 143 S.E.2d 521, 523 (1965).

Here, Plaintiff claims that the lifeguards’ arrival on the scene after Wolde was brought to the water’s edge by bystanders is indirect or circumstantial evidence of the lifeguards’ engagement in commercial activities. However, the alleged circumstantial evidence does not establish proof a chain of facts that lead back to the transaction of commercial activity by any lifeguard.

The initial challenge is that Plaintiff has no evidence of how long Wolde was in distress or how long he might have struggled before submerging. To charge the lifeguards with distraction or delay in response, Plaintiff needs to establish in the first instance that there was enough time for a fully attentive, on-duty lifeguard to observe Wolde and then to get to him in time to change the outcome. Indeed, Plaintiff’s aquatics safety expert has not offered an opinion that a fully attentive lifeguard could have been able to change the outcome. The simple reason is that there is no competent temporal evidence in the case – no evidence of when Wolde first started to experience trouble; no evidence of how much time passed after Wolde first experienced trouble before he was submerged; no evidence of how much time passed from when Wolde submerged to when he was brought to the water’s edge by bystanders; and no evidence of how much time passed from the moment Wolde was brought to the edge of the shore and the arrival of lifeguard personnel. How can anyone possibly be charged with a delayed response when there is absolutely no evidence of the passage of time for any of the relevant events?

While the lack of temporal evidence is enough to break the circumstantial evidence chain, the infinite number of possibilities as to what the lifeguards at L-22 and L-20 were doing when Wolde got into trouble renders any connection to commercial activities as nothing more than rank

conjecture and speculation. The possibilities of how or why L-22 or L-20 did not get to the scene before Wolde was at the edge of the shore are endless. For example:

- The lifeguards could have been doing acceptable lifeguard activities including visually scanning the water where the incident occurred yet initially missed what could have been a very fast drowning event (recall no competent temporal evidence).
- The lifeguards could have been doing acceptable lifeguard activities like interacting with the public (providing information about the surf, tides, currents, *etc.*); intervening in a conflict on the beach (like a football hitting a sunbather who takes offense); or helping a parent with a lost child. All of these activities are recognized in the USLA Open Water Lifesaving Manual as “additional functions” of open water lifeguards.
- The lifeguards could have been doing acceptable visual scanning of the water but temporarily daydreaming and/or distracted by “internal noise” that Plaintiff’s expert admits cannot be eliminated.
- The lifeguards could have been off their towers patrolling the edge of the surf (an activity approved by Plaintiff’s expert especially when rip currents exist or are possibilities) and then not have been in a vantage point where they could have seen what was happening when Wolde got into trouble.

While one or both of the lifeguards could have been doing any one of the aforementioned activities, none of the examples would implicate or link a chain back to a commercial transaction that occurred during the time of Wolde’s drowning event. To the contrary, the aforementioned activities would actually be no evidence of any liability at all.

Of course, there are possibilities that could implicate a lifeguard’s negligence but still not implicate any commercial transaction activity (*e.g.* a lifeguard could have been distracted while talking to a beachgoer looking for a date; a lifeguard could have left his post to go to the restroom or take an unscheduled or unapproved break; or a lifeguard could have fallen asleep in the chair behind the cover of his sunglasses). In the final analysis, with the absence of any affirmative evidence of what the lifeguards were actually doing, the possibilities of what they *might* have been doing are too endless to be able to assign to them what Plaintiff wants to argue here – that they were engaged in some commercial activity that distracted them from their job as a lifeguard. That

possibility is no more likely than any of the other endless possibilities which leaves a jury with nothing more than rank conjecture or speculation. With Plaintiff's attorneys expected to harp on "profits over people," the completely conjectural and speculative evidence as to the commercial activity of the lifeguards would be irrelevant, non-probative and highly prejudicial to Defendants, the very things that Rules 402 and 403 forbid.

In sum, there is no direct evidence that any relevant lifeguard was involved in any commercial transaction at the time of Wolde's drowning event. There is also no competent circumstantial evidence that connects the chain from Wolde's drowning to any purported commercial transaction activity by any relevant lifeguard. Accordingly, any and all evidence and arguments regarding the "dual role" of the Lack's lifeguards should be excluded at the trial of this case as irrelevant, non-probative and especially prejudicial to Defendants.

II. The Court should exclude any evidence, testimony, or argument about other drownings within the City of Myrtle Beach or within Horry County.

Unfortunately, drownings occur in an open water environment, particularly in a surf beach setting. Drownings can occur even in front of a beach staffed with professional lifeguards. More importantly, it is virtually impossible to compare any two drownings. For example, drownings occur after hours when no lifeguard is on duty; drownings occur due to a sudden medical event experienced by the swimmer; drownings occur when a swimmer dives under the water and is knocked unconscious when striking the bottom or the bodies of other swimmers; drownings can occur quickly and silently with very little forewarning; drownings can occur without any obvious outward signs of distress or panic in the swimmer; drownings can occur in shallow water; drownings can occur in deep water; *etc.* The short of the matter is that evidence of drowning statistics or evidence of any other specific drownings should not be admitted unless and until Plaintiff can establish substantial similarity to the Wolde drowning event.

Because evidence of similar incidents can be highly prejudicial, courts require a plaintiff “to establish a factual foundation to show substantial similarity” of a particular incident before it will be admitted as proof of some fact in dispute. Watson v Ford Motor Co., 389 S.C. 434, 454, 699 S.E.2d 169, 179 (2010). “Evidence of similar accidents, transactions, or happenings is admissible in South Carolina where there is some special relation between the accidents tending to prove or disprove some fact in dispute. Id. citing Whaley v CSX Transp., Inc., 362 S.C. 456, 483, 609 S.E.2d 286, 300 (2005). In the subject case, Plaintiff should not be allowed to present any evidence of any drowning statistics or any specific drowning incident without establishing the proper foundation. In light of the exceptional potential prejudice to Defendants, Plaintiff’s attorneys should be required to alert the trial judge of what evidence they have of any “substantially similar” drowning statistics or drowning incidents prior to mentioning or attempting to introduce evidence of same.

III. The Court should exclude videos of any lifeguards that were not taken on the day of the subject incident.

Plaintiff has produced a video of an unidentified Lack’s lifeguard reportedly taken on or about August 9, 2018, just over two weeks prior to Wolde’s drowning incident. The video shows the lifeguard sitting or kneeling next to an unidentified person who is sitting in a rental chair under a rental umbrella. The video does not show any commercial activity – just the lifeguard conversing with the beachgoer, yet arguably not watching the water. The video taken by the concerned citizen should not be admitted as to any issue regarding Lack’s.

First, the identity of the lifeguard has not been confirmed. Unless and until the lifeguard in the video is positively identified as Lukasz Jaworski (L-22), Kacper Palacz,(L-21) or Alex Dineev (L-20), the video would not have any possible relevance to what happened on August 24, 2018,

involving those three guards. Accordingly, the video should be excluded pursuant to S.C.R.E. 402 and 403.

Second, assuming *arguendo* that the lifeguard in the video is positively identified as Lukasz Jaworski (L-22), Kasper Palacz,(L-21) or Alex Dineev (L-20), the video should still be excluded as inadmissible prior bad acts or character evidence. Generally, “[e]vidence of a person’s character or trait of character is not admissible for the purpose of proving action in conformity therewith on a particular occasion.” S.C.R.E. 404(a). In particular, “[e]vidence of other crimes, wrongs, or acts is not admissible to prove the character of a person in order to show action in conformity therewith,” except such evidence “may . . . be admissible to show motive, identity, the existence of a common scheme or plan, the absence of mistake or accident, or intent.” S.C.R.E. 404(b).

As discussed extensively and exhaustively in the argument on the dual role issue, there is no evidence what either Lukasz Jaworski (L-22) or Alex Dineev (L-20) were doing at the time of Wolde’s drowning incident. Accordingly, the introduction of the video from August 9 would be for the sole purpose of misleading the jury to believe that the lifeguard was doing the same thing on August 24, in direct contravention of S.C.R.E. 404. Of course, if the unidentified lifeguard in the video was Kasper Palacz, the introduction of the video would be even more prejudicial to Lack’s because Kacper was off the beach at lunch when Wolde’s drowning incident occurred.

In short, the video evidence of the unidentified lifeguard’s actions on August 9, 2018 has no relevance or probative value as to any issue in the case and the potential for abusive prejudice is certain. The video fits completely within Rule 404(b) and, therefore, any reference to the video or its contents, or any attempt to introduce any of it into evidence through any witness should be prohibited pursuant to S.C.R.E. 402, 403 and 404(b).⁷

⁷ While only one video has been produced in discovery showing pre-incident conduct of any Lack’s lifeguards, any other similar videos that may show up at trial should be excluded for the same reasons addressed herein. Lack’s

IV. The Court should exclude any evidence, testimony, or argument about Lack's finances or financial state.

Any evidence of Lack's finances or financial state is not relevant to any liability or actual damages issues and should be excluded pursuant to S.C.R.E. 402 and 403.⁸ As discussed extensively hereinabove regarding the "dual role" lifeguard, there is no evidence that any relevant lifeguard, during any relevant time of Wolde's drowning incident, was engaged in any commercial activity. As a result, any and all evidence regarding beach rental revenues and/or individual stand revenues should be excluded as irrelevant, non-probative and especially prejudicial to Defendants. S.C.R.E. 402 and 403.

V. The Court should exclude any evidence, testimony, or argument about certification or lack thereof by the USLA because it is not relevant.

Whether Lack's was certified by the USLA is not relevant to proving negligence because South Carolina Code § 5-7-145 ("Lifeguard and safety services provided by coastal municipalities") provides that the standard of certification for a lifeguarding service contracted by a coastal municipality is set by the municipality.

S.C. Code § 5-7-45 allows the City of Myrtle Beach to "enact and enforce regulations it determines necessary for the safety of all persons on the beach" and to contract with "a private beach safety company" to provide lifeguard services. S.C. Code § 5-7-145. Importantly, the statute provides that if a coastal municipality "elects to provide" "lifeguard or other safety related services on and along the public beaches within its corporate limits," the "lifeguard personnel employed by the private beach safety company must be tested and certified as required by the

respectfully submits that Plaintiff's attorneys should be required to identify any other videos in a pre-trial setting so that the Court can rule on its admissibility.

⁸ If liability is found against Lack's and if the jury signals that punitive damages are at issue, then evidence of Lack's net worth would potentially be admissible during the punitive damages phase of the bifurcated trial. S.C. Code § 15-32-520.

municipality[.]” S.C. Code § 5-7-145(B) (emphasis added). The “language of . . . [the] lifeguard and safety services statute” is “clear and unambiguous.” Mena v. Lack’s Beach Serv., Inc., Civil Action No. 4:06-cv-2536-TLW, 2008 WL 8850813, at *5 (D.S.C. Apr. 16, 2008). Accordingly, any evidence or reference to whether Lack’s was certified, or not, by anyone other than the City of Myrtle Beach is not relevant to the issue of whether Lack’s met the standard of care set by the City of Myrtle Beach. Accordingly, the Court should exclude any such evidence.

VI. The Court should exclude the following as inadmissible hearsay, not relevant, and failing the balancing test of S.C.R.E. 403.

“Hearsay is not admissible except as provided by the [South Carolina Rules of Evidence] or by other rules prescribed by the Supreme Court of this State or by statute.” S.C.R.E. 802. “‘Hearsay’ is a statement, other than one made by the declarant while testifying at the trial or hearing, offered in evidence to prove the truth of the matter asserted.” S.C.R.E. 801(c). “A ‘statement’ is (1) an oral or written assertion or (2) nonverbal conduct of a person, if it is intended by the person as an assertion.” S.C.R.E. 801(a). “A ‘declarant’ is a person who makes a statement.” S.C.R.E. 801(b). Thus, “[a]n out of court statement by someone other than the person testifying which is used to prove the truth of the matter asserted constitutes hearsay and is inadmissible unless it falls within an exception.” Orangeburg Dep’t of Soc. Servs. v. Schlins, 291 S.C. 477, 479, 354 S.E.2d 388, 389 (1987). Hearsay is not admissible because the declarant is not present and unavailable for cross-examination. Id.; Jones v. Charleston & W.C. Ry. Co., 144 S.C. 212, 142 S.E.2d 516, 517 (1928) (“The reason for this rule of exclusion is that hearsay is not subject to the ordinary tests required by law for ascertaining its truth, the author of the statements not being subject to cross-examination in the presence of a court of justice, and not speaking under the penal sanction of an oath, there being no opportunity to investigate his character and motives, and his deportment not being subject to observation.”).

The Court should exclude each of the following out-of-court statements offered to prove the truth of the matters asserted by declarants who will not testify at trial. These statements are inadmissible hearsay, lack probative value, and fail the Rule 403 balancing test as any purported probative value is substantially outweighed by the danger of unfair prejudice, confusion of the issues, and misleading the jury.

A. Social Media Reviews

In discovery, Plaintiff has produced screenshots from websites containing reviews of Lack's by unknown persons. Because the social media reviews are inadmissible hearsay, not relevant to the issues, and fail the Rule 403 balancing test, the Court should exclude them and any reference to them. See, e.g., People v. Smith, 336 Mich. App. 79, 110–11, 969 N.W.2d 548, 567 (Ct. App. 2021) (trial court abused its discretion by admitting Facebook posts with “comments made by persons who were not parties and who did not testify”); O'Connor v. Newport Hosp., 111 A.3d 317, 323–26 (R.I. 2015) (trial court erroneously admitted printouts from web page that “were unquestionably hearsay”); Maillart v. State, No. 08-20-00233-CR, 2022 WL 970556, at *7–9 (Tex. App. Mar. 31, 2022) (trial court did not abuse its discretion in refusing to admit screenshots of social media posts and associated records); Shields v. State, No. 1490, 2020 WL 5951539, at *1–2 (Md. Ct. Spec. App. Oct. 8, 2020) (per curiam) (affirming trial court's exclusion of “paper printouts of various text messages and/or social media posts” that “were sent by unknown persons, from unknown social media accounts, and . . . were hearsay not meeting any of the recognized exceptions to the ban on the use of hearsay” and “[could not] be authenticated at all” and were irrelevant because “they happened . . . before th[e] [subject] incident”); People v. Johnson, 51 Misc. 3d 450, 465, 28 N.Y.S.3d 783, 795 (N.Y. Cty. Ct. 2015) (citing United States v. Jackson, 208 F.3d 633, 638 (7th Cir. 2000)) (“Internet postings are out of court declaration and present a

hearsay issue.”) (“Where posting from internet websites are not statements made by declarants testifying at trial and are offered to prove the truth of the matter asserted, such postings generally constitute hearsay”); Jackson, 208 F.3d at 637 (quoting St. Clair v. Johnny’s Oyster & Shrimp Co., 76 F. Supp. 2d 773, 775 (S.D. Tex. 1999)) (affirmed trial court’s exclusion of web postings as “unfairly prejudicial, irrelevant, and hearsay” and “because [the evidence] lacked authentication”) (“[A]ny evidence procured off the Internet is adequate for almost nothing, even under the most liberal interpretations of the hearsay exception rules.”).

In addition to the inadmissibility of this hearsay, the social media reviews should be excluded as they are not relevant to the issue in this case as to whether Lack’s was negligent with respect to Wolde. Alternatively, even if the reviews had any probative value, the danger of unfair prejudice substantially outweighs any relevance under Rule 403.

B. Correspondences from Citizens and Complaints about Dual Role

In the Complaint, Plaintiff alleges “Myrtle Beach and Lack’s received complaints by concerned residents and visitors . . . that Lack’s lifeguards were more focused on selling beach chairs and umbrellas than saving lives or protecting the public.” (Compl. ¶ 32). In discovery, Plaintiff has produced correspondence from citizen Jim DeFeo to the City of Myrtle Beach about the lifeguards on the Myrtle Beach oceanfront.

Because any such correspondences and complaints are inadmissible hearsay, not relevant to the issues, and fail the Rule 403 balancing test, the Court should exclude them and any reference to them. See, e.g., First S. Bank v. S. Causeway, LLC, 414 S.C. 434, 448–50, 778 S.E.2d 493, 500–01 (Ct. App. 2015) (affirming trial court’s exclusion of email correspondence as inadmissible hearsay); Greater Ga. Life Ins. Co. v. Eason, 292 Ga. App. 682, 689, 665 S.E.2d 725, 730–31 (Ct. App. 2008) (email correspondence was “inadmissible hearsay that could not be considered as

evidence”). Generally, the same or similar arguments advanced in Sections I, II, and III hereinabove apply equally here.

VII. The Court should exclude any testimony and/or evidence offered by Tricia Yount.

Prior to the parties’ mediation on April 1, 2021, Plaintiff produced a report authored by Tricia Yount entitled “Preliminary Expert Report Economic Damages” which was subtitled “For Mediation Purposes Only.” Yount’s report, dated March 22, 2021, purported to document Plaintiff’s past, present and future economic losses as a result of Wolde’s death. To date, neither Yount, nor a “for trial” report, nor any opinions associated with the case, have ever been identified or produced during discovery in the case.⁹

Given the plain language of Young’s report that it was for mediation purposes only, and the fact that neither Young nor her report were ever identified or produced during discovery¹⁰, Defendant Lack’s did not depose Yount or seek to retain an appropriate expert to refute the opinions in her “preliminary report.” The South Carolina Supreme Court has instructed that an expert witness not identified in discovery should be excluded. Strange v. S.C. Dep’t of Highways & Public Transp., 307 S.C. 161, 414 S.E.2d 138 (1992). Under the circumstances, the Court should prohibit any testimony or evidence proffered in any way by or through Tricia Yount.¹¹

CONCLUSION

For the foregoing reasons, the Court should **GRANT** Lack’s Motion in Limine.

⁹ The report was sent to the undersigned by Plaintiff’s counsel Cooper Wilson in an email dated March 26, 2021. Remarkably, counsel for Defendant City of Myrtle Beach was not copied on that email and the undersigned is not aware whether a separate email was ever sent to counsel for City of Myrtle Beach.

¹⁰ Lacks’ discovery requests to Plaintiff specifically requested identification of any and all testifying experts and information about their opinion(s).

¹¹ Remarkably, Plaintiff supplemented her discovery responses in August 2021 and identified an aquatics safety expert. The omission of Yount (who had produced a report in March 2021) in the supplemental responses appeared to reaffirm the idea that Yount was only engaged to assist in mediation and had not been engaged for any trial work.

Respectfully submitted,

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June 17, 2022
Mount Pleasant, South Carolina

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE 15TH JUDICIAL CIRCUIT
COUNTY OF HORRY	)	CASE NO.: 2019-CP-26-07075
MESWAET ABEL, AS PERSONAL	)	
REPRESENTATIVE OVER THE	)	
ESTATE OF ZERIHUN WOLDE AND	)	
AS NATURAL PARENT AND LEGAL	)	
GUARDIAN FOR ADAM WOLDE,	)	
AND WUBIT WOLDE,	)	
	)	DEFENDANT LACK'S BEACH
Plaintiffs,	)	SERVICE, INC.'S MOTION FOR
	)	PARTIAL SUMMARY JUDGMENT
v.	)	AND MEMORANDUM IN SUPPORT
	)	
LACK'S BEACH SERVICE, CITY OF	)	
MYRTLE BEACH, AND JOHN DOE	)	
LIFEGUARD,	)	
	)	
Defendants.	)	

Defendant Lack's Beach Service, Inc. ("Lack's"), by and through its undersigned counsel, respectfully moves pursuant to SCRCP 56 for an Order granting it partial summary judgment as to any and all claims of negligence based on the "dual role" lifeguard model of the Franchise Agreement between Lack's and the City of Myrtle Beach.

BACKGROUND

This case arises out of the tragic drowning of Zerihun Wolde ("Wolde") on August 24, 2018, on a beach in front of the Sea Crest hotel within the City of Myrtle Beach.. The central theme of Plaintiff's case is that Lack's lifeguards were employed in a dual role capacity on the City's beach, *i.e.* 1) lifeguarding and 2) renting beach umbrellas and chairs, and that the divided attention and/or distractions provided by that dual role employment contributed to Wolde's drowning. However, the record is completely devoid of any evidence that any lifeguard on duty in the area of the drowning was engaged in any commercial activity in the relevant time period when

Wolde drowned. Accordingly, any and all evidence of the alleged deficiency of the dual role lifeguard should be excluded at trial.

It is uncontested that Wolde's drowning occurred in the general vicinity of Lifeguard Tower 21 (L-21).¹ At the time of Wolde's drowning around 12:45, the lifeguard stationed at L-21, Kacper Palacz, was on a regularly scheduled lunch break (12:15 to 1:00 pm). By design, the lifeguards assigned to the adjacent stations to the north at L-22 (Lukasz Jaworski) and to the south at L-20 (Alex Dineev) were charged with watching the water of the lifeguard at lunch.² In the summer of 2018, all three lifeguards were eastern European foreign nationals in the United States on J-1 student work visas. None have been deposed and none are expected to testify at the trial of the case.

The simple, but yet most significant undisputed fact, is that there is no evidence of what the lifeguards stationed at L-22 or L-20 were doing when Wolde's drowning incident occurred, much less any evidence that either was engaged in any "secondary" role of renting beach equipment.³ Plaintiff's expert Thomas Griffiths has repeatedly conceded that he has no evidence as to what the lifeguards at L-22 and L-20 were doing and, more specifically, has repeatedly conceded that he has no evidence that either lifeguard was engaged in any commercial activity at the time of Wolde's drowning incident. Despite having no factual evidence to support him, Griffiths has opined that Lack's violated the standard of care by having lifeguards engaged in a

¹ The lifeguard towers on the beach are numbered in descending chronological order from north to south.

² The Franchise Agreement between the City of Myrtle Beach and Lack's specifically provided for lifeguard lunches to be staggered so that the two adjacent guards would watch the water of the lifeguard at lunch. The towers were positioned to allow the lifeguards to have visual overlap of the waters of the adjacent tower. Importantly, the sufficiency and adequacy of the spacing and/or positioning of the lifeguard towers in 2018 has not been contested.

³ It should go without saying that the lifeguard at L-21 could not have been engaged in any commercial activity as he was on a regularly scheduled lunch break, off the beach, and was off duty when the drowning incident occurred.

secondary role of renting beach equipment and that the “dual roles” directly contributed to Wolde’s drowning.

While Griffiths readily admits that he has no evidence of what the lifeguards at L-22 and L-20 were doing and has no evidence that either was engaged in the secondary role of renting beach equipment, he suggests that the lack of lifeguard response or delay in lifeguard response is evidence of the guards being involved in commercial activity. The problem is that this “theory” is just as speculative and unsupported by any evidence in the record as the lack of direct evidence. For example:

- There is no direct evidence of what the lifeguards at L-22 and L-20 were doing at all.
- There is no circumstantial evidence that rises above rank speculation to explain what the lifeguards at L-22 and L-20 were doing.
- There is no evidence as to the length of time Wolde was in distress.
- There is no evidence as to how far from the water’s edge Wolde was when he was in distress.
- There is no evidence as to how far Wolde was away from any lifeguard tower when he was in distress.
- There is no evidence that the lifeguards at L-22 or L-20, assuming they had visualized the Wolde in distress, could have physically been able to get to Wolde in enough time to change the outcome.⁴
- There is no evidence as to the length of time that passed from Wolde’s distress to the time he submerged.
- There is no evidence as to the length of time that passed from when Wolde submerged to time he was brought to the water’s edge by bystanders.
- There is no evidence as to the length of time that passed from Wolde’s submersion to the time he was brought to the water’s edge by bystanders.

⁴ Indeed, the evidence is that the bystanders who brought Wolde to the beach were either on the beach at the water’s edge, or in close proximity to Wolde in the water. Either way, the bystanders were indisputably closer to Wolde than any lifeguard on duty on the beach.

- There is no evidence of the amount of time that passed, if any, from the time Wolde was brought to the water's edge and the arrival of the lifeguard response.
- There is no evidence, and no opinion has been advanced, that the lifeguards at either L-22 or L-20 could have seen Wolde's distress and, more importantly, that either would have had enough time to change the outcome.
- Plaintiff's expert admits that a lifeguard's duties regularly include things such as communicating with the public, intervening in conflicts among beachgoers and assisting with lost children.
- Plaintiff's expert admits that a certain amount of "internal noise" and/or distractions cannot be eliminated and can interfere with a lifeguard's ability to see what is happening in front of him.

Despite the fact that there is no evidence that any lifeguards was actually delayed in response, there is an infinite range of plausible explanations for the lifeguards' response which have nothing to do with participating in an allegedly distracting commercial rental transaction.

LEGAL STANDARD

Rule 56, SCRPC, "mandates the entry of summary judgment, after adequate time for discovery . . . , against a party who fails to make a showing sufficient to establish the existence of an element essential to the party's case, and on which that party will bear the burden of proof at trial." Baughman v. Am. Tel. & Tel. Co., 305 S.C. 101, 116, 410 S.E.2d 537, 545–46 (1991) (citing Celotex Corp. v. Catrett, 477 U.S. 317, 322 (1986)). "In such a situation, there can be no 'genuine issue of material fact,'" because "a complete failure of proof concerning an essential element of the nonmoving party's case necessarily renders all other facts immaterial." Id. (citing Celotex, 477 U.S. at 322–23).

The party seeking summary judgment has the initial burden of demonstrating the absence of a genuine issue of material fact. Baughman, 305 S.C. at 115, 410 S.E.2d at 545 (citing Celotex, 477 U.S. 317; Standard Fire Ins. Co. v. Marine Contracting & Towing Co., 301 S.C. 418, 392 S.E.2d 460 (1990)). "With respect to an issue upon which the nonmoving party bears the burden

of proof, this initial responsibility ‘may be discharged by showing—that is, point out to the trial court—that there is an absence of evidence to support the nonmoving party’s case.’” Id. (quoting Celotex, 477 U.S. at 325). The movant “need not ‘support its motion with affidavits or other similar materials negating the opponent’s claim.’” Id. (quoting Celotex, 477 U.S. at 323).

Once the moving party carries this initial burden, it is incumbent on the party opposing summary judgment “to set forth specific facts showing there is a genuine issue for trial.” Id. (citing Matsushita Elec. Indus. Co. v. Zenith Radio Corp., 475 U.S. 574, 586–87 (1986)). These specific facts must be proffered “by affidavit or other proof.” Shupe v. Settle, 315 S.C. 510, 516, 445 S.E.2d 651, 655 (Ct. App. 1994) (citation omitted). Materials submitted to refute a motion for summary judgment must be “those which would be admissible in evidence.” Hall v. Fedor, 349 S.C. 169, 174, 561 S.E.2d 654, 657 (Ct. App. 2002) (citing Baughman, 306 S.C. 101, 410 S.E.2d 537) (other citations omitted); see Rule 56(e), SCRPC. “Rule 56(e) specifically prohibits the nonmoving party from resting upon mere allegations or denials of its pleadings.” Baughman, 305 S.C. at 115, 410 S.E.2d at 545 (citing SSI Med. Servs., Inc. v. Cox, 301 S.C. 493, 392 S.E.2d 789 (1990)); Rule 56(e), SCRPC. Furthermore, any “conclusory statement as to the ultimate issue in a case is not sufficient to create a genuine issue of fact for purposes of resisting summary judgment.” Shupe, 315 S.C. at 516–17, 445 S.E.2d at 655 (citation omitted).

ARGUMENT

I. Defendant Lacks’ Beach Service should be granted partial summary judgment as to any and all claims of negligence based on the “dual role” lifeguard model of the Franchise Agreement between Lack’s and the City of Myrtle Beach.

Since the beginning of the case, Plaintiff has advanced the “dual role” lifeguard as the central theme of the case against Defendants. Few, if any, witnesses have escaped questioning about the legitimacy of, or the challenge to, the “dual role” lifeguard. Plaintiff’s theme is simple;

a lifeguard charged with public safety cannot effectively discharge that duty while engaged in a commercial transaction on the beach, *e.g.* renting umbrellas and chairs to beachgoers.⁵ However, Plaintiff's theory is unsupported by any evidence in the record and, therefore, Lack's is entitled to entry of summary judgment as to any and all claims of negligence based on the "dual role" lifeguard theory.

A. There is no direct evidence that any Lack's lifeguard was engaged in any commercial transaction (*i.e.* engaged in a non-lifeguarding role) at the time of Wolde's drowning incident.

First, there is absolutely no direct evidence of any relevant lifeguard participating in any commercial transaction at the time Wolde got into trouble in the water.⁶ Not a single witness has been identified, nor any tangible evidence produced, as proof that any relevant lifeguard was actually engaged in a commercial transaction immediately before, or during, the time of Wolde's drowning incident. Indeed, even Plaintiff's specially retained aquatics safety expert Thomas Griffiths has expressly conceded that, despite his extensive and intensive review of the evidence, he has not found any evidence that any relevant lifeguard was actually engaged in a commercial transaction in the relevant time frame around Wolde's drowning incident.. In short, there is not even a scintilla of direct evidence that Lack's lifeguards were engaged in any commercial transaction when Wolde's drowning incident occurred. Accordingly, Defendant Lack's is entitled to the entry of summary judgment as to any claims of negligence based on the "dual role" lifeguard model.

⁵ Of course, the most important aspect of the "dual role" theme to Plaintiff's case is that Defendants derive monetary benefit from the commercial activities of the lifeguards on the beach. It is the only support for Plaintiff's counsel's expected theme and arguments to a jury that Defendants prioritized "profits over people."

⁶ When reference is made to the "relevant lifeguards" or anything similar, the reference is to the three lifeguards who would have had visual water coverage responsibility in the area where Wolde's drowning occurred including Lukasz Jaworski (L-22), Kacper Palacz,(L-21) and Alex Dineev (L-20).

B. There is no indirect or circumstantial evidence that any Lack's lifeguard was engaged in any commercial transaction (*i.e.* engaged in a non-lifeguarding role) at the time of Wolde's drowning incident.

While there is no direct evidence of any relevant lifeguard conducting any commercial transaction in the relevant time period, there is equally no circumstantial or indirect evidence that any lifeguard was engaged in any commercial activity at any relevant time. "Circumstantial evidence is proof of a chain of facts and circumstances indicating the existence of a fact." Moriarity v. Garden Sanctuary Church of God, 341 S.C. 320, 337, 534 S.E.2d 672, 680 (2000)(quoting State v. Needs, 333 S.C. 134, 156 n.13, 508 S.E.2d 857, 868 n. 13 (1998)). Importantly, "[w]here circumstantial evidence is relied upon to establish liability, the plaintiff must show such circumstances as would justify the inference that his injuries were due to the negligent act of the defendant, and not leave the question to mere conjecture or speculation." Chaney v. Burgess, 246 S.C. 261, 266, 143 S.E.2d 521, 523 (1965).

Here, Plaintiff claims that the lifeguards' arrival on the scene after Wolde was brought to the water's edge by bystanders is indirect or circumstantial evidence of the lifeguards' engagement in commercial activities. However, the alleged circumstantial evidence does not establish proof of a chain of facts that lead back to the transaction of commercial activity by any lifeguard.

The initial challenge is that Plaintiff has no evidence of how long Wolde was in distress or how long he might have struggled before submerging. To charge the lifeguards with distraction or delay in response, Plaintiff needs to establish in the first instance that there was enough time for a fully attentive, on-duty lifeguard to observe Wolde and then to get to him in time to change the outcome. Indeed, Plaintiff's aquatics safety expert has not offered an opinion that a fully attentive lifeguard could have been able to change the outcome. The simple reason is that there is no competent temporal evidence in the case – no evidence of when Wolde first started to experience

trouble; no evidence of how much time passed after Wolde first experienced trouble before he was submerged; no evidence of how much time passed from when Wolde submerged to when he was brought to the water's edge by bystanders; and no evidence of how much time passed from the moment Wolde was brought to the edge of the shore and the arrival of lifeguard personnel. How can anyone possibly be charged with a delayed response when there is absolutely no evidence of the passage of time for any of the relevant events?

While the lack of temporal evidence is enough to break the circumstantial evidence chain, the infinite number of possibilities as to what the lifeguards at L-22 and L-20 were doing when Wolde got into trouble renders any connection to commercial activities as nothing more than rank conjecture and speculation. The possibilities of how or why L-22 or L-20 did not get to the scene before Wolde was at the edge of the shore are endless. For example:

- The lifeguards could have been doing acceptable lifeguard activities including visually scanning the water where the incident occurred yet initially missed what could have been a very fast drowning event (recall no competent temporal evidence).
- The lifeguards could have been doing acceptable lifeguard activities like interacting with the public (providing information about the surf, tides, currents, *etc.*); intervening in a conflict on the beach (like a football hitting a sunbather who takes offense); or helping a parent with a lost child. All of these activities are recognized in the USLA Open Water Lifesaving Manual as "additional functions" of open water lifeguards.
- The lifeguards could have been doing acceptable visual scanning of the water but temporarily daydreaming and/or distracted by "internal noise" that Plaintiff's expert admits cannot be eliminated.
- The lifeguards could have been off their towers patrolling the edge of the surf (an activity approved by Plaintiff's expert especially when rip currents exist or are possibilities) and then not have been in a vantage point where they could have seen what was happening when Wolde got into trouble.

While one or both of the lifeguards could have been doing any one of the aforementioned activities, none of the examples would implicate or link a chain back to a *commercial transaction* that

occurred during the time of Wolde's drowning event. To the contrary, the aforementioned activities would actually be no evidence of any liability at all.

Of course, there are *possibilities* that could implicate a lifeguard's negligence but still not implicate any commercial transaction activity (*e.g.* a lifeguard could have been distracted while talking to a beachgoer looking for a date; a lifeguard could have left his post to go to the restroom or take an unscheduled or unapproved break; or a lifeguard could have fallen asleep in the chair behind the cover of his sunglasses). In the final analysis, with the absence of any affirmative evidence of what the lifeguards were actually doing, the *possibilities* of what they *might* have been doing are too endless to be able to assign to them what Plaintiff wants to argue here – that the lifeguards were negligently engaged in some commercial activity that distracted them from their job as a lifeguard which then proximately caused or contributed to Wolde's drowning. The South Carolina Supreme Court has held:

The plaintiff was bound to show something more than that the defendant was possibly responsible for the decedent's death, in order to entitle him to a verdict. The burden was upon him, in the absence of positive evidence of that fact, to show not only the existence of such possible responsibility, but proof of circumstances which would furnish a reasonable basis for the inference by the jury of the ultimate fact that the death was caused by the wrongful act of the defendant....

Leek v. New South Express Lines, 192 S.C. 527, 7 S.E.2d 459, 462 (1940). Here, there simply is no direct or circumstantial evidence that any relevant lifeguard was engaged in any commercial transaction that caused, or contributed to, Wolde's drowning death.

Since the possibility of any lifeguard engaging in a commercial transaction is no more likely than any of the other endless numbers of possibilities leaves a jury with nothing more than rank conjecture or speculation on which to base a liability determination, Lack's should be granted summary judgement. Tallon v. Seaboard Coast Line R. Co. 270 S.C. 362, 365, 242 S.E.2d 418, 420 (1978) ("Verdicts are not allowed to rest on conjecture or speculation.")

CONCLUSION

In sum, there is no direct evidence that any relevant lifeguard was involved in any commercial transaction at the time of Wolde's drowning event. There is also no competent circumstantial evidence that connects Wolde's drowning to any purported commercial transaction activity by any relevant lifeguard. Accordingly, Defendant Lack's is entitled to entry of summary judgment as to any and all claims of negligence based on the "dual role" lifeguard model of the Franchise Agreement between Lack's and the City of Myrtle Beach.

For the foregoing reasons, the Court should **GRANT** Lack's Motion for Partial Summary Judgment.

Respectfully submitted,

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June 17, 2022

Mount Pleasant, South Carolina

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE 15TH JUDICIAL CIRCUIT
COUNTY OF HORRY	)	CASE NO.: 2019-CP-26-07075
MESWAET ABEL, AS PERSONAL	)	
REPRESENTATIVE OVER THE	)	
ESTATE OF ZERIHUN WOLDE AND	)	
AS NATURAL PARENT AND LEGAL	)	
GUARDIAN FOR ADAM WOLDE,	)	
AND WUBIT WOLDE,	)	
	)	DEFENDANT LACK'S BEACH
Plaintiffs,	)	SERVICE, INC.'S MOTION FOR
	)	PARTIAL SUMMARY JUDGMENT
v.	)	AND MEMORANDUM IN SUPPORT
	)	
LACK'S BEACH SERVICE, CITY OF	)	
MYRTLE BEACH, AND JOHN DOE	)	
LIFEGUARD,	)	
	)	
Defendants.	)	

Defendant Lack's Beach Service, Inc. ("Lack's"), by and through its undersigned counsel, respectfully moves for summary judgment on Plaintiff Meswaet Abel's, as Personal Representative over the Estate of Zerihun Wolde and as Natural Parent and Legal Guardian for Adam Wolde and Wubit Wolde, ("Plaintiff" or "Abel") claims for (1) negligent infliction of emotional distress because there is no evidence of physical manifestation of emotional distress by Adam Wolde ("Adam") or Wubit Wolde ("Wubit"); (2) survival because there is no evidence of damages preceding the death of the decedent Zerihun Wolde ("Wolde"); and (3) wrongful death as to Abel because South Carolina's wrongful death statute does not authorize her to recover damages on her own behalf.¹ For the following reasons, the Court should grant Lack's Motion for Partial Summary Judgment and issue summary judgment in Lack's favor as to these three claims.

¹ The Complaint is ambiguous as to whether Abel brings a claim individually; while the caption reflects that she is bringing this lawsuit as personal representative of Wolde's estate for the wrongful death and survival claims and as legal guardian of Adam and Wubit for Adam and

BACKGROUND

This case arises out of the Wolde's tragic drowning in the Atlantic Ocean on August 24, 2018, while he was on vacation in Myrtle Beach with Abel, their four minor children, including Adam and Wubit, and Abel's father. At the time, Adam was twelve years old, and Wubit was nine. Their twin daughters were six. Abel and Wolde were engaged but never legally married.

LEGAL STANDARD

"Summary judgment is not a disfavored procedural shortcut, but an important mechanism for weeding out claims and defenses that have no factual basis." Ferguson v. Waffle House, Inc., 18 F. Supp. 3d 705, 709 (D.S.C. 2014) (citing Celotex Corp. v. Catrett, 477 U.S. 242, 249 (1986)). Summary judgment is appropriate if "there is no genuine issue as to any material fact" and "the moving party is entitled to a judgment as a matter of law." S.C.R.C.P. 56(c). When determining whether there are any triable issues of fact, "the evidence and all reasonable inferences must be viewed in the light most favorable to the non-moving party." Fleming v. Rose, 350 S.C. 488, 493–94, 567 S.E.2d 857, 860 (2002). "If no material factual disputes remain, then summary judgment should be granted against a party who fails to make a showing sufficient to establish the existence of an element essential to that party's case" Ferguson, 18 F. Supp. 3d at 709 (citing Celotex, 477 U.S. at 322). Summary judgment is appropriate "unless a reasonable jury could return a verdict for the nonmoving party on the evidence presented." Ferguson, 18 F. Supp. 3d at 709 (citing Anderson v. Liberty Lobby, Inc., 477 U.S. 242, 248 (1986)).

Wubit's bystander liability claims, the first sentence of the Complaint states she brings this lawsuit "individually." (Compl. p.1). As explained below, Abel cannot prevail on a claim on her own behalf as a matter of law because she is not authorized to do so by South Carolina's wrongful death statute.

“To withstand a motion for summary judgment ‘in cases applying the preponderance of the evidence burden of proof, the non-moving party is only required to submit a mere scintilla of evidence.’” Savannah Bank, N.A. v. Stalliard, 400 S.C. 246, 250, 734 S.E.2d 161, 163 (2012) (quoting Hancock v. Mid-South Mgmt. Co., Inc., 381 S.C. 326, 330, 673 S.E.2d 801, 803 (2009)). However, “[i]n cases requiring a heightened burden of proof, the non-moving party must submit more than a mere scintilla of evidence.” Id. (citation omitted).

ARGUMENT

Plaintiff’s survival claim also cannot survive summary judgment because there is no evidence of damages sustained by Wolde preceding his death. Plaintiff’s wrongful death claim on her own behalf fails as a matter of law because she is not a statutory heir within the meaning of South Carolina’s survival statute.

I. Defendant Lack’s is entitled to entry of summary judgment as to Plaintiffs’ Negligent Infliction of Emotional Distress Causes of Action

Plaintiff, on behalf of Wubit and Adam, “assert[s] a bystander claim for the physical manifestation of emotional injuries[,]” alleging they “were in the zone of danger and perceived their father’s injuries and death” and “suffered, and continue to suffer, physical manifestations of their emotional grief that can be objectively evaluated.” (Compl. ¶¶ 67–68). In short, Adam and Wubit’s claims for negligent infliction of emotional distress (a/k/a bystander claims) cannot survive summary judgment because there is no evidence to support the element of “physical manifestation of emotional distress.”

In South Carolina, the elements of negligent infliction of emotional distress are well established:

- (1) the negligence of the defendant must cause death or serious physical injury to another; (2) the plaintiff bystander must be in close proximity to the accident; (3) the plaintiff and the victim must be closely related; (4) the plaintiff must

contemporaneously perceive the accident; and (5) the emotional distress must both manifest itself by physical symptoms capable of objective diagnosis and be established by expert testimony.

Kinard v. Augusta Sash & Door Co., 286 S.C. 579, 582–83, 286 S.C. 465, 467 (1985)(emphasis added). Here, Plaintiff has not identified or named any testifying expert as to the “objective diagnosis” of the “physical manifestation” of the children’s emotional trauma and, therefore, the claims fail as a matter of law.

II. Defendant Lack’s is entitled to entry of summary judgment as to Plaintiffs’ Survival Action Claims.

South Carolina authorizes survival claims by statute. S.C. Code § 15-5-90. “Survival actions are brought for claims based on ‘damages preceding death, which were inflicted on and belonged to the decedent.’” Zell for Estate of Zell v. Nevers, 423 F. Supp. 3d 231, 239 (D.S.C. 2019) (quoting McInnis v. Provident Life & Accid. Ins. Co., 21 F. 3d 586, 589 (4th Cir. 1994)). In other words, a survival action allows claims for injuries to a person who dies (*e.g.* conscious pain and suffering) to survive the death of the person, which are brought by the estate. In South Carolina, damages may include “‘those for medical, surgical, and hospital bills, conscious pain, suffering, and mental distress of the deceased’ prior to his death.” Id. (quoting Welch v. Epstein, 342 S.C. 279, 536 S.E.2d 408, 420–21 (Ct. App. 2000)).

Here, there is no evidence that Wolde sustained conscious pain and suffering prior to his passing. While there is evidence that Wolde may have been caught in a rip current and may have yelled for help briefly, there is no evidence that he struggled or suffered after he submerged. There is no evidence whether he lost consciousness immediately or after some period of time. Indeed, the undisputed evidence is that after submersion, Wolde never regained consciousness. Plaintiff has not identified any medical professionals or any other experts to offer expert testimony regarding the drowning process or what a drowning victim may experience, if at all. It is pure

speculation as to what he may or may not have experienced. Accordingly, Plaintiff's claim for survival fails as a matter of law, and summary judgment must be granted in Lack's favor. See, e.g., Croft v. Hall, 208 S.C. 187, 193, 37 S.E.2d 537, 539 (1946) (unless the decedent consciously suffered, there can be no recovery under the survival statute [former S.C. Code § 10-209 (1962)]); Camp v. Petroleum Carrier Corp., 204 S.C. 133, 28 S.E.2d 683, 685 (1944) ("[A]s a prerequisite to any recovery on account of pain and suffering, it was incumbent upon the plaintiff in the case at bar to establish that [the decedent] was conscious after the collision occurred and before he died and that during such conscious period he experienced pain and suffering. There being no evidence that [the decedent] was conscious after the collision, the trial judge was in error in refusing the motion for a directed verdict."); Stevens v. Allen, 342 S.C. 47, 52, 536 S.E.2d 663, 665 (2000) ("[U]nder South Carolina law, where there is no evidence of conscious pain and suffering in a survival action, the defendant is entitled to a directed verdict.").

III. Defendant Lack's is entitled to entry of summary judgment as to any individual claims of Plaintiff Meswaet Abel.

South Carolina authorizes wrongful death claims by statute. S.C. Code § 15-51-10. The statute "provides a remedy for the spouse, child, parent, or heir of an injured party when a person commits a wrongful or negligent act causing the injured party's death." Dickey v. Clarke Nursing Home, No. 2007-UP-098, 2007 WL 8325995, at *2 (S.C. Ct. App. Feb. 23, 2007) (per curiam). Recovery for wrongful death "directly benefits the individual rather than the decedent's general estate." Id. (citing Lester v. McFadden, 415 F.2d 1101, 1103 (4th Cir. 1969)). Such a claim allows the statutory beneficiaries of a decedent to recover damages for "pecuniary loss, mental shock and suffering, wounded feelings, grief and sorrow, loss of companionship, and deprivation of the use and comfort of the intestate's society." Boyle v. United States, 948 F. Supp. 2d 577, 580 (D.S.C. 2012) (citing Knoke v. S.C. Dep't of Parks, Recreation & Tourism, 324 S.C. 136, 141, 478 S.E.2d

256, 258 (1996)). The question of damages is not directed toward the value of the human life that was lost but rather the damages sustained by the beneficiaries as a result of the death. Self v. Goodrich, 300 S.C. 349, 351, 387 S.E.2d 713, 714 (Ct. App. 1989).

Here, Abel and Wolde were not legally married to each other and, therefore, she has no right of recovery under the wrongful death statute, or any other cause of action. Accordingly, Defendant Lack's is entitled to summary judgment as to any individual claims asserted by Abel including, but not limited to, lost wages, loss of consortium, emotional damages, *etc.*

CONCLUSION

For the foregoing reasons, the Court should **GRANT** Lack's Motion for Partial Summary Judgment and enter judgment in its favor as to Plaintiff's claims for negligent infliction of emotional distress, survival action, and any individual claims of Plaintiff Meswaet Abel.

Respectfully submitted,

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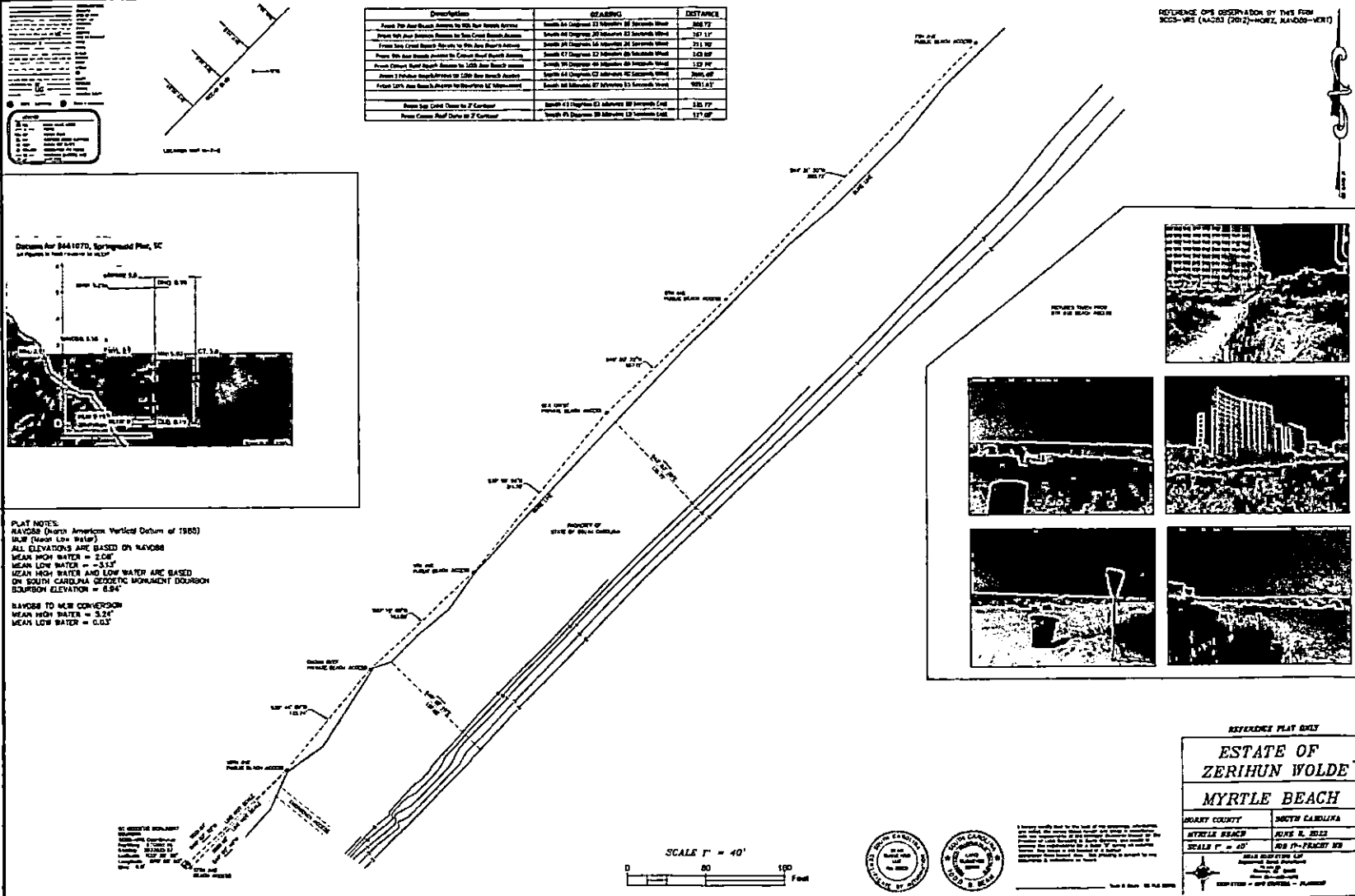
June 17, 2022

Mount Pleasant, South Carolina

NO. _____
DATE: _____
Bobbi Fisher, RPR

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REFERENCE OPS DERIVED FROM THIS FORM
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LACK'S NORTH AND SOUTH STRAND BEACH SERVICE TRAINING MANUAL



EX 10

Attitude

The longer I live, the more I realize the impact of attitude on life. Attitude, to me is more important than facts. It is more important than the past, than education, than money, than circumstances, than failures, than success, than what other people think or say or do. It is more important than appearance, giftedness or skill. It will make or break a company... a church ... a home. The remarkable thing is we have a choice everyday regarding the attitude we will embrace for that day. We cannot change our past ... we cannot change the inevitable. The only thing we can do is play on the one string we have, and that is our attitude ... I am convinced that life is 10 percent what happens to me and 90 percent how I react to it. And so it is with you ... we are in charge of our **ATTITUDE**.

By Charles Swindoll

PREFACE

LBS/CBS/NBS/SSBS is a drug free workplace.

LBS/CBS/NBS/SSBS is an equal opportunity employer.

LBS/CBS/NBS/SSBS will not tolerate the theft of money or property.

LBS/CBS/NBS/SSBS will not tolerate continued tardiness or absenteeism.

LBS/CBS/NBS/SSBS will not tolerate any kind of harassment based on race, sex, national origin, age, disability, religion or any other characteristic that is protected by law.

While employed with LBS/CBS/NBS/SSBS it is your duty to always conduct yourself appropriately while at company functions, on company property, while wearing company uniform or otherwise identified as an employee of LBS/CBS/NBS/SSBS. Appropriately means that all guards must practice good hygiene, including daily showering and use of deodorant; each day guards must be clean shaven; hair must be kept neat and if long, pulled back in a tight pony-tail or bun; no wearing earrings, necklaces or any kind of piercing while on-duty.

If you become injured while on-duty you must call supervisor immediately to assess the situation.

While employed with LBS/CBS/NBS/SSBS it is your duty to report any unacceptable behavior or hazardous conditions to your supervisor immediately.

Failure to fulfill any duties associated with employment with LBS/CBS/NBS/SSBS will result in discipline actions or termination.

LBS/CBS/NBS/SSBS or you (lifeguard) can terminate employment relationship at any time, with or without cause; and with or without notice

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EMPLOYEE HANDBOOK

OVERVIEW

North Beach Service was founded in 1974 with Lack's Beach Service to follow in 1979. South Strand was added to the Lack's family in the spring of 2005. All three areas totals to about 7.5 miles of guarded beaches.



OBJECTIVE

An Ocean Lifeguard must be prepared; both mentally and physically to recognize hazards, practice prevention and effectively respond to an emergency when necessary. This manual will identify and enhance your knowledge of these responsibilities. During training you will learn through many different styles. After the classroom training you will spend three days on the beach shadowing a veteran guard. Training does not stop when your shadowing is complete. All guards must attend Surf School. Surf School is Lack's weekly in-service training. The commitment made by you, the lifeguard, to learning and practicing these elements will give you the confidence you need to earn the respect as a professional lifeguard.

This document will help you, the trainee to fully understand the daily operations, responsibilities and procedures of Lack's Beach Service/Central Beach Service/North Beach Service/South Strand Beach Service. The manual should be only used as a guide for situations. A lifeguard must know that procedures and daily operations can change on a day to day basis.

RESPONSIBILITIES

As a lifeguard with LBS/CBS/NBS/SSBS you will have many duties. All duties can be divided into two categories, Primary and Secondary.

Primary: Your primary responsibility is to safeguard your beachfront area and respond efficiently and competently to all emergencies therein.

Secondary: Your secondary responsibility is to safely manage all other responsibilities and distractions. Whatever duties you are performing, you must always remain alert.

As a lifeguard, everyone is expecting you to keep him/her out of danger, or react to and aid him/her whenever an emergency arises. The public is counting on you, the lifeguard to make the life or death difference if and when an emergency arises. Below is the schedule of a typical day at Lack's. Notice the different responsibilities you will have thought-out the day.

TYPICAL DAY AS A LBS/CBS/NBS/SSBS LIFEGUARD

- 7 – 7:15am** **Morning Check In:** Arrive at Warehouse to receive your 2-way radio, rental books and review the weather information and surf conditions for the day. You have to wear LBS/CBS/NBS/SSBS when you enter warehouse or station.
- 7 – 9:00am** **Set up:** All guards (except LGOs) must set up rental equipment daily. This includes beach chairs and umbrellas and all appropriate attire for the lifeguard stand. Not all stands require 2 hours of set up, but ALL STAND MUST BE SET UP BY 9AM AND READY FOR CUSTOMERS!!
- 9am – 4pm** Maintain beach safety by enforcing Myrtle Beach city and county ordinances, rent equipment, handle lost and found children, assist in any rescue situations and first aid if necessary. During this time there is a 45 minute lunch break.
- 4pm – 5pm** **Break down:** At 4pm lifeguards are allowed to put away beach rental equipment. Lifeguards are responsible for locking away all equipment in their area. A lifeguard will not be allowed to leave the beach before 5pm even if equipment is packed away.
- 5pm** **Blow down:** At exactly 5pm "blow down" is called over the 2-way radio. The yellow On-Duty flag is to be flown until blow down is called. Guards then must leave the beach immediately and proceed to check in.
- Check-in** Check-in occurs at the Warehouse or the North-end Station. Guards will turn in 2-way radio, rental book, and receipts with money.

PROFESSIONALISM

GL → Being a professional begins before you ever step foot on the beach. Your attitude and appearance, your knowledge of your coverage area and your own personal readiness to respond is what being professional is all about. It is more than a title we give ourselves. AT LBS/CBS/NBS/SSBS WE WILL DEMAND A PROPER ATTITUDE AND APPEARANCE FROM OUR EMPLOYEES AT ALL TIMES.

ATTITUDE:

- ★ Always think of yourself as a professional
- ★ Be confident, not cocky
- ★ Be polite
- ★ Maintain your professionalism. Never lose your temper, argue, cuss or threaten a beach patron
- ★ Indecent gestures or language will not be tolerated
- ★ Be as brief as possible, without being rude
- ★ No soliciting for tips
- ★ ★ If you cannot answer a question, handle a situation or are about to lose your cool, call your area supervisor immediately to handle it.

GL → The majority of Myrtle Beach's visitors are from out of town with limited beach experience. Some visitors (all ages) have never seen a beach before! They will be approaching you to inquire about everything: rentals, information on hazards, where to eat, first aid, lost children, shells, and casual conversation. Be prepared to meet people from all walks of life. Always be respectful and always be professional. At any given time there are hundreds of people watching you!

APPEARANCE:

- ★ All guards must practice good hygiene, including daily showering and use of deodorant
- ★ Each day guards must be clean-shaven. No beards or goatees
- ★ Hair must be kept neat and if long, pulled back in a tight pony-tail or bun. Hair must be able to be kept out of your eyes during a rescue
- ★ Only LBS/CBS/NBS/SSBS uniforms are to be worn on duty. Hats are the only exception, but it must be clean and not tattered. You have to keep your uniform clean!
- ★ If layered clothing is worn due to conditions, wear LBS/CBS/NBS/SSBS clothing on the outer layer.
- ★ No wearing earrings, layered necklaces or piercing while on-duty
- ★ No smoking, dipping or chewing while on duty
- ★ No headphones or loud radios are permitted
- ★ No cell phones or other mobile devices allowed on the beach while on duty
- ★ Shirts must be worn from 10am until 2pm

The uniform must be worn for several reasons

- It identifies you as a professional and an authority
- It helps keep the most damaging sun rays off you
- The majority of our beach crowd comes to the beach from 10am until 2pm. Our yellow shirt helps them to easily spot you, their lifeguard.

PROFESSIONAL CONDUCT:

- ★ Be at your post (stand) on time
- ★ Always face the water
- ★ Always scan your coverage area and maintain proper surveillance.
- ★ Carry your rescue can at all times unless carrying equipment. Then it must be strategically placed to be used in case of a rescue
- ★ Do not socialize for long periods of time
- ★ Do not allow anyone to distract you from your scanning duties
- ★ Always return to your tower, people expect to find you there
- ★ No sitting on blue chair, first-aid box, in the sand or with a beach patron
- ★ Only take breaks when necessary. Follow the break procedure
- ★ No sleeping while on duty. If you do become drowsy walk around
- ★ No beach or water games allowed while on duty
- ★ The consumption or display of alcohol or drugs while on duty is prohibited and will result in immediate dismissal.

LIFEGUARD DAILY CHECKLIST

To be professional you must be fully prepared. Please bring the following items to work every day. You must remember we get rain showers and storms in the later afternoons. You will be outside in all types of weather! The conditions can change quickly! **BE PREPARED!** If you forgot any item at home or realize it when you get to the beach, notify a supervisor immediately!!

- ☐ Uniform: Lack's/North tee-shirt, guard shorts, females must wear the swim-suit issued. It is best to bring an extra shirt and shorts and your rain suit every day!
- ☐ Whistle
- ☐ Fanny pack with pocket mask with gloves and radio holder
- ☐ Key for your area: 3252/0464/3426
- ☐ Sunglasses- best if polarized
- ☐ Lip balm, sun block, hat
- ☐ Pens/markers
- ☐ Paper clips
- ☐ Name Cards
- ☐ Towel
- ☐ Shoes and socks- if cold AND will save your feet during set up!
- ☐ Work gloves
- ☐ Fins, goggles, mask
- ☐ If you forgot an item at home or realize it when you get to the beach, notify a supervisor immediately!!

BEACH RULES & REGULATIONS

- Alcohol is prohibited on the beach and beach accesses.
- Fires, including grills and the releasing of Chinese lanterns, are prohibited on the beach and beach accesses.
- No vehicles are allowed on the beach.
- No glass allowed on the beach.
- No sleeping on the beach or beach accesses from 9 p.m. to 8 a.m.
- No diving or jumping from piers.
- **Animals**
 - No animals are permitted on the beach from 10 a.m. to 5 p.m., from May 1 through Labor Day.
 - Must be on a hand held leash no longer than 7-feet.
 - Owners must clean up after their animals.
 - Prohibited animals include reptiles and exotic animals.
- Destruction of sea oats, beach grass/vegetation, and sand fencing is unlawful.
- No littering on the beach or the ocean.
- Nudity is prohibited including thong bathing suits.
- Solicitation and commercial activities are prohibited.
- Fireworks are prohibited on the beach and oceanfront properties that have been deemed and posted as a Firework Prohibited Zone.

- **Bicycles**

Not permitted on the beach between the hours of 10 a.m. and 5 p.m. from May 1 through Labor Day.

- **Fishing**

Shark fishing from any pier, the beach and shore is prohibited.

At the time of recognition, fishermen must release sharks and any other dangerous marine animals.

Anyone surf fishing must obtain a valid South Carolina issued Surf Fishing License in accordance with State Law.

- **Swimming**

Swimmers are not allowed more than 50-yards from shore or less depending on conditions.

Swimmers are not allowed to be more than chest deep or less depending on conditions.

Swimmers must obey all lifeguard directions at all times.

- **Flotation devices**

Are allowed if they are fabric covered, have a 360-degree rope with a 10 percent slack, or must be a U.S. Coast Guard approved flotation device.

This section does not apply to surfboards, paddle boards and skim boards.

- **Golf Carts**

Are permitted on the beaches from November 1 through February 28 and must have a valid state permit and operated by a licensed driver.

- **Surfing**

Surfing is allowed anywhere along our beaches from sunrise to sunset.

No surfing allowed within 75-yards of any pier.

All surfers must wear a surfing leash with a maximum length of 7-feet at all times.

- **Shading devices**

Approved beach franchise holders will establish the locations of their life guard stands and umbrellas.

Any shading devices that impede the lifeguard's view/area of responsibility, may be asked to move.

No shading device may be placed within 10-feet of any established umbrella line by the beach franchise holders and must be in line with or landward of the established umbrella line.

HORRY COUNTY BEACHES

Shading devices, other than circular umbrellas with a circular shade no greater than seven feet six inches (7'6") in diameter and small pop-up/blow-up cabanas for infants and very small children, are not permitted on the beach (year-round). This includes, but is not limited to, tents, tarps, cabanas, pavilions, sports-brellas, or similar devices. An umbrella is defined as a collapsible circular shade consisting of a natural or synthetic fabric shade stretched over hinged ribs radiating from a central pole without grounding lines or ropes.

CITY OF MYRTLE BEACH

- Shading devices, other than circular umbrellas with a circular shade no greater than seven feet six inches (7'6") in diameter and small pop-up/blow-up cabanas for infants and very small children, are not permitted on the beach between Memorial Day through Labor Day in the City of Myrtle Beach.
- Shading devices of any kind cannot be tied, bound, or connected in any manner.
- All shading devices must be secured.
- No items (shading devices, floats, chairs, etc.) can be left on the beach between the hours of 7 p.m. and 8 a.m. Items will be removed.
- **Watercraft restrictions**
Sailboats, boats, jet skis, or other watercraft cannot be left on the beach anytime after sunset or before sunrise or left unattended.
Motorboats may not be operated, except jet skis or similar vessel, in the ocean within 400-yards of shore.
Jet skis may not be operated in the ocean within 100-yards of shore from May 1 through Labor Day. However, it is ok to launch and return jet skis from the beach.
Sailboats, kite surfing, and like devices may not be operated in the ocean within 100-yards of shore from May 1 through Labor Day. However, it is ok to launch and return such devices from the beach.

HEALTH AND SAFETY

In order to maintain the proper attitude and appearance you need to consider your Health and Personal Safety. In order to appear strong, alert and professional you must feel it. Myrtle Beach is a very lively place, however, you need to be able to stay healthy while here and working.

GENERAL HEALTH

Ocean lifeguards are at a higher risk for developing certain health problems opposed to other individuals in indoor summer jobs. Over-exposure to the sun's rays on the body can cause many prolonged skin problems. Eye injuries and irritation occur due to wind drying the eyes, sand and dust and exposure to the saltwater and sun. All employees must have the ability to tolerate inclement weather: heat, humidity, rain, wind and adverse ocean conditions.

To aid in the fight against these elements you should:

- ★ Keep a water jug at your stand to remain hydrated and alert during the day
- ★ Wear appropriate sunglasses: UV protected and polarized. To protect your eyes from the sun and pathogens
- ★ Use appropriate sunscreen. The use of sun screen may reduce the potential for future skin problems

SKIN CANCER PROTECTION

According to the American Academy of Dermatology, Skin cancer is the most common of all cancers. Every year about 700,000 Americans develop skin cancer. Melanoma is the deadliest form of skin cancer. If left untreated for an extended period of time, the survival rate is low.

Lifeguards are particularly vulnerable to sun related problems because of the high levels of exposure they sustain and because of the strength of the sun's rays on the beach. Reflections off the water and sand can triple the intensity of the sun's rays. The most serious threat to both skin and eyes comes from the ultraviolet (UV) component of sunlight. There are two types of UV light which normally reach the earth-UV-A and UV-B. UV-B has a shorter wavelength and appears to be the primary cause of sunburn. Most of the early sunscreens were aimed solely at UV-B protections. UV-A, long thought to be the harmless tanning rays is now recognized as presenting hazards similar to UV-B, although the effects may be realized more gradually.

There is no such thing as a safe tan. Even gradual tanning damages the skin. The best prevention for skin cancer is sun avoidance. All lifeguards should be regularly screened once a year by Dermatologist. Being a Lack's Lifeguard you will have access to a lifeguard umbrella for shade in your tower. Also you will be required to wear your tee-shirt from 10 a.m. until 2 p.m. every day, when the sun's rays are the strongest. Always use at least a 15 SPF rating sunscreen every day! But know the skin can be damaged even with the use of sunscreen. The damage is simply less than it would be without sunscreen. Sunscreen should be reapplied several times a day.

SYMPTOMS

The ABCDs of Melanoma:

- Asymmetry: One half does not match the other
- Border Irregularity: The edges are ragged, notched or blurred
- Color: The pigmentation of a spot is not all the same. Different shades of tan, brown, black with dashes of red, white and blue are present.
- Diameter: The size is greater than 6 millimeters; larger than a pencil eraser.

If you believe you have the following above symptoms you need to be evaluated by a physician.

TO HELP REMAIN ALERT YOU SHOULD

- ★ Eat well balanced meals.
- ★ Get 6-8 hours of sleep per night
- ★ Exercise regularly
- ★ Stretch often
- ★ Stay hydrated

PERSONAL SAFETY

As an Ocean Lifeguard, you can always expect a risk to personal safety in the form of minor injuries such as sunburn, bumps, scratches and bruises. However, you should be aware of the possibility of personal injury and even death, either through Trauma or Bio Hazard. Injuries can occur during training or during a rescue. *Your safety is Paramount.*

TRAUMA INJURIES

Trauma injuries include injuries such as sprains and fractures. Trauma Injuries may be caused by variety of daily activities. Use caution and be careful when doing the following activities.

- ★ Jumping down from guard tower can lead to injuries of knees, ankles, shins
- ★ Running in the sand
- ★ Not placing rocking bar in a safe place. It can easily fall down
- ★ Diving into waves can lead to spinal injury
- ★ Collision with a jet ski, paddle board, private vessel, or other objects
- ★ Swimming against breaking waves and currents can lead to "swimmers shoulder"
- ★ Twisting and lifting objects may lead to injuries if not done correctly

**** If you become injured while on-duty call a supervisor to assess the situation.**

While inadequate preseason conditioning increases the chance for injury during the season, adherence to beach service guidelines while on duty and during training will help to minimize your risk for injury. A guard must take personal responsibility for his/her safety and use "common sense" and be "safe minded" at all times.

BIO HAZARD

Pathogens (germ agents) can enter the body several ways, including swimming in hazardous water or walking on contaminated beach waste. We most often talk of Bio Hazard in dealing with pathogen exposure while performing CPR, rescue breathing, or first aid. Pathogen exposure involves contact with infectious blood or body fluids through broken skin or mucus membranes such as the eyes or mouth that are not protected by gloves or a pocket mask. In order to avoid pathogen exposure LBS/CBS/NBS/SSBS requires that during all first aid treatments and while performing CPR or rescue breathing you must always:

- ★ Wear gloves
- ★ Use a CPR mask
- ★ Use Bio-hazard kit when warranted
- ★ Clean your hands thoroughly using decontaminate
- ★ Follow Haz-mat Protocol
- ★ If you suspect exposure has occurred, immediately notify your supervisor so they can implement our Infectious Control Plan

LBS/CBS/NBS/SSBS will provide a blood borne pathogens training. It will be required for all employees to attend. ***We strongly recommend Hepatitis B and Tetanus Immunization!*** Before you were hired you were noticed about this requirement. If you are not vaccinated let Training Officer know.

LEGAL CONSIDERATIONS

As a professional you need to know about the risk of legal action and the factors which lead to successful legal action. Please review the terms below.

Reference American Red Cross Lifeguard Training 2016

Standard of Care: You are expected to meet a minimum standard of care, which may be established in part by your training program. Meaning you should give the same care in the same circumstances that another equally trained person would do.

Duty to Act: While on the job it is a legal responsibility to act in an emergency. It is not a choice.

Negligence: Acting outside your standard of care or not acting at all disregarding your duty to act

Abandonment: Leaving your patient or turning over patient care to someone who is not trained to the same level or higher than you. You will stay with the patient until EMS arrives or a supervisor tells you otherwise.

Confidentiality: While making a rescue or providing care you may learn something about the victim medical conditions, physical problems or medications taken. This information should not be shared with anyone except EMS personnel.

Consent: Victim must give you permission before you can provide care – to obtain it- state your name and level of training (lifeguard). Always explain what you plan to do. If victim is unconscious we assume implied consent.

Refusal of care: You have to respect victim's or his parents' decision. You also have to make sure you document refusal of care.

Documentation: It is very important to document any injuries and incident for future references. Call your supervisor immediately – he will assist you.

After any personal injury, which may result in a workers compensation claim, first aid or rescue attempt in which there is a possibility of legal action against you or the beach service, you will be drug tested. If you are found to be using drugs, the responsibilities for your actions will fall squarely on you.

DAILY REQUIREMENTS

Morning Check In: Everyone's work day will begin at the warehouse or station. You must check in (in your uniform!) no later than 7:15 AM during peak season. If you are running late please respect your managers by calling warehouse (843.448.7741), they do not leave for the beach until everyone has checked in. Review the board for the daily conditions. Pick up your radio and rental books for the day. All guards have to head straight to the beach and have radio on after leaving the warehouse or station.

At the Beach:

- ★ Check your beach area for hazards: holes, broken glass, other beach debris, check wind and current direction, and wave action.
- ★ If there are people sleeping (or appear to be sleeping) on the beach, politely wake them- do not touch them. Make the patron aware of the ordinance. If they are not willing to follow the ordinance or are not coherent call for a supervisor. Most likely Beach Patrol will respond.
- ★ Set up flag for the day – must be flying by 8 AM
- ★ Set up your Guard Tower with all equipment: first aid kit, red flag, blue flag, yellow flag, and guard umbrella. *with dog*
- ★ If you have any – set up emergency access signs, rip current flags, No swimming flags.
- ★ Your buoy will travel with you as you set up your equipment, do NOT leave it at your tower while setting up!

Equipment, Morning Set Up:

- ★ All equipment must be set up and ready for customers at 9 a.m.
- ★ Equipment will be placed in a straight line, in line with your border guards and on the high tide line.
- ★ Place your tower 10 feet in front of your umbrella line
- ★ Equipment must be evenly spaced to each border

*0 flir over
6:15 - 6:30 am
- missing rip current*

- ★ In highly populated areas there must be cleared accesses
- ★ Umbrellas will be placed at an appropriated depth and angle depending on weather conditions. Veterans will show you how exactly to set up umbrella during your 3-day training on the beach.
- ★ When set up is complete, you have to lock rocking bar in float box

Lifeguarding: You will deal with many events on the beach through your summer as an Ocean Lifeguard. You have the necessary skills to handle all situations until more trained medial help arrives (EMS). At all times you must be professional and remain calm.

- ★ Know and enforce all ordinances
- ★ Be aware and act quickly with the changing weather and ocean conditions
- ★ Know all radio codes and use them accordingly
- ★ Keep rescue equipment and first aid box in good conditions – if you have any concerns about your equipment notify a supervisor

RENTALS

Throughout the day you will be renting equipment out to beach patrons. Renting the equipment is not your primary responsibility! You must be able to watch the water at all times! If you are struggling with the dual role, please speak to a manager so we can move you to a different location!

- ★ Keep track of rental activity in a timely fashion- must be updated IMMEDIATELY
- ★ Keep books and charts neat!
- ★ Record all rentals on your seating chart
- ★ Receipts must be given out whenever money changes hands!

THERE IS A ZERO TOLERANCE POLICY ON STEALING!

Employees may be prosecuted to the fullest extent of the law.

LACK'S BEACH SERVICE
PO BOX 2385 • MYRTLE BEACH, SC 29578
(843) 448-7741 • www.lacksbeachlifeguards.com
Rentals Available 9:00 a.m. to 4:00 p.m.

DATE 7-1-16 ITEM 1 SET
TERM 5 DAYS UMBRELLA NO. 25
DAY IN 7-1 DAY OUT 7-5
AMOUNT _____ NAME WILSON
SIGNATURE R. WILSON

CASH	CREDIT
_____ \$35.00 1 day	_____ \$38.50 1 day
_____ \$60.00 2 day	_____ \$66.00 2 day
_____ \$80.00 3 day	_____ \$88.00 3 day
_____ \$100.00 4 day	_____ \$110.00 4 day
_____ \$120.00 5 day	_____ \$132.00 5 day
_____ \$140.00 6 day	_____ \$154.00 6 day
_____ \$160.00 7 day	_____ \$176.00 7 day
_____ \$250.00 2 wk	_____ \$275.00 2 wk
_____ Chair \$10 a day	_____ Chair \$11 a day
_____ Extra chair w/set \$5 a day	_____ Extra chair w/set \$5.50 a day

Extensions are written for 1 day ONLY at a rate of \$25.00/Cash or \$27.50/Credit

Swimmers Responsibility Code

- 1) Never Swim Alone/Don't Go Out Past Chest Deep
- 2) Be Aware of Water Conditions
- 3) Learn and Obey The Rules Of Your Swimming Area
- 4) If You Are in Trouble Call or Wave for Help



No Alcohol or Fireworks on the Beach
Littering is Prohibited

Break down: Break down starts at 4 p.m. If it takes you less than 50 minutes to break down, start later. Always be polite to all customers at break down and notify those 15 minutes before break down. If you have any broken cables or other equipment that needs to be immediately fixed call your supervisor. You have to be prepared to leave the beach at 5pm. If you will not be ready call your supervisor and make them aware. Whenever you have any of your equipment broken there is special way how to recognize broken and good chairs and umbrellas. In your float box all good umbrellas face north and broken ones face south. If you have any broken chairs – put them on opposite side of chair post – do not forget to lock them as well.

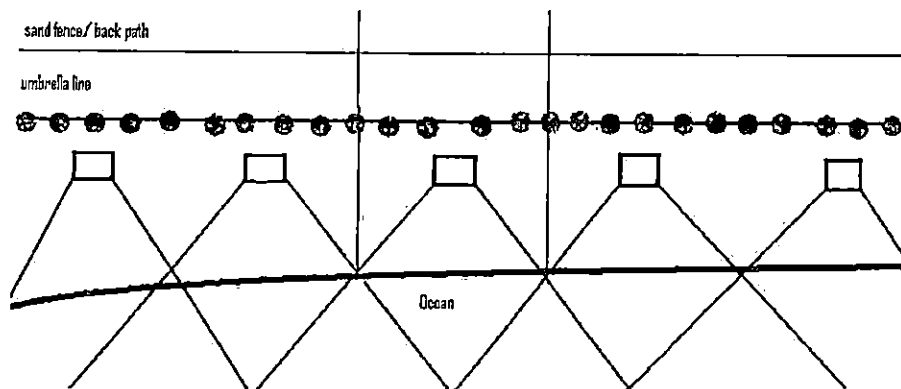
Blow-Down: At 4:55 p.m. a supervisor will call a 5 minute warning: "All guards, it's five minutes to 10-42." At this time:

- ★ Drag back your tower up to the sea oats.
- ★ Report any outstanding lost children. They will be turned over to O.R.T and/or Beach Patrol
- ★ You must remain on the beach with your flag flying and your buoy out

At 5p.m a supervisor will call: "All guards, it's five o'clock, 10-42"

- ★ When Blow Down is called you need to leave the beach immediately
- ★ It is your responsibility to have all equipment locked and stowed away properly
- ★ Any guard left on the beach is alone with no immediate back up! Call your supervisor if you are running behind!
- ★ After leaving the beach all guards must go directly to the warehouse or station unless told otherwise by a manager.

OUR AREA AND TOWER SYSTEM



During peak season (Memorial Day to Labor Day) LBS/CBS/NBS/SSBS maintains an average of one guard tower per city block or major hotel property. Some towers have LGO's and some have more than one guard. Whatever the tower structure, there is an area or zone assigned to that tower. As the guard within a zone, that zone is your primary coverage responsibly

Area Supervisors will respond to every emergency called. Managers will respond as well if assistance is needed. If you are having difficulty with a patron whom is not following the ordinance or distracting you from your duties, use proper code and call your supervisor! Never argue with patrons!

LIFEGUARD ONLY = LGO

Generally, your zone covers from the border, halfway between the other towers on either side of you. An LGO tower placed between two zones is responsible for overlapping coverage of the zones to the immediate north and south.

The Lifeguard Only, also known as LGO positions is required contract with the city and county of Myrtle Beach. These guards are strategically placed per contract within the tower system at North Beach Service, Lack's Beach Service and South Strand Beach Service.

A LGO does not handle any rental equipment; his/her responsibility is to help to maintain a high level of beach and water safety in our areas. Lifeguard Only positions begin at 8 a.m. and are on duty until 5 p.m. Many times these guards are the primary lifeguard in first aid and rescue situations.

Please remember these points in regards to your zone:

- ★ You are responsible for all beach front safety in your area
- ★ Also scan your beach area, behind your umbrella line
- ★ Having an LGO in your area does not release you from maintaining proper zone coverage
- ★ Territorial behavior will not be tolerated!
- ★ Border guards should feel confident in each other! Listen to your radio!
- ★ Think of your tower as your office
- ★ No persons are allowed to sit or lay within 10 feet from your tower
- ★ No persons shall lay or place any obstruction in your direct path to the water
- ★ Do not permit persons to leave items on, in or around your tower
- ★ Stow all personal gear and values in your float box
- ★ Keep all rescue and safety equipment at your tower: all flags, first aid box. Keep rocking bar locked in box when not in use!
- ★ If you need to exchange information with your border guard do it quickly and not during lunches

HOW TO USE FIRST AID KITS

1. Always make sure that Ziploc bag is zipped up tight!
2. The First Aid Kit should have:

- a. Gloves
- b. Band-aids
- c. Alcohol prep pads
- d. Triple antibiotic ointment
- e. Peroxide
- f. Gauze pads/Roller bandages

If your first aid kit is missing these items please let a supervisor know!

3. If the supervisor notices misuse of the kit (using for personal use, etc.) this will be reported and consequences will follow!

LUNCHES AND BREAKS

Lunch:

Your stand will be assigned to one of the four lunch periods.

- 1st lunch: 11:30 to 12:15
- 2nd lunch: 12:15 to 1:00
- 3rd lunch: 1:00 to 1:45
- 4th lunch: 1:45 to 2:30 LGO Lunch

You will be assigned a lunch period by your supervisor at the beginning of the day. Please keep to these policies and guidelines:

- ★ You may not switch lunch periods with another guard
- ★ You have to leave beach during your lunch break. If you decide to run on beach you are not allowed to wear lifeguard gear and if you decide to swim in the ocean you have to swim with buoy
- ★ Do not leave early or return late. This will cut into the lunch of your border guard. Be respectful
- ★ You must not leave for lunch until the guard before you has returned
- ★ During lunch monitor your radio in order to be aware of any events or changes in conditions
- ★ No border talking during lunch
- ★ No breaks during the lunch schedule (11:30 to 2:30). If you need a break please call your supervisor to cover your area

When you leave for lunch remove your on-duty flag and take down your guard umbrella. Lock all personal and guard items in box. When you return from lunch switch flags and open your guard umbrella. This will make it very easy to see when your border guards returns from lunch. If you are running late notify a supervisor on the radio so your area can be covered and lunches can run uninterrupted.

Breaks: (9.00 AM – 11.30 AM & 1.45 PM – 4.00PM)

When breaks are needed you will need to contact your area supervisor and ask for permission. Generally, two breaks a day are taken, one in the morning before lunches and one after lunches. When you leave for break you have to take down your flag only. When you are back – you put the flag up and by this you let everyone know you are back.

Calling for break:

L10 to 106

106 go ahead

L10 can I step back/step forward?

106 10-4 /10-74, stand-by

When you need to take a quick break, contact your supervisor using your radio or when they drive by. Your supervisor will cover your area while you are off the beach.

Breaks are not to exceed over 10 minutes.

RADIO COMMUNICATION

All lifeguards, supervisor and managers will carry a two-way radio while on duty. Radios are to be used for emergency or business only. The majority of the radios are NOT water-proof! You have to do your best to keep the radios clean and dry. Learn the beach service code and the 10 codes so you can communicate properly over the radio.

LBS/CBS/SSBS/NBS CODES, ALERT, SIGNALS

CODE 1	Clear the Water; No Swimming	Signal 1	Need Umbrellas
CODE 2	Water Emergency	Signal 2	Need Chairs
CODE 3	Medical/Shore Emergency	Signal 3	Need Supplies
CODE 4	Lost/Found Child	Signal 4	Need Receipt Check
CODE 5	Ordinance Enforcement	Signal 5	Customer Concerns
CODE 6	Caution; Waist Deep	Signal 6	Credit Card Request
CODE 7	Object on Beach/in Water	Signal 7	Shark Sighting
CODE 10	EMS Requested – Describe Patient	Signal 10	Need Change
Alert 1	Close ALL umbrellas/Guard umb.	Signal 12	Don't have all the info
Alert 2	Close all EMPTY umb./Guard umb.	Signal 26	Beach Wheel Chair
Alert 3	Close only UNRENTED umbrellas	Signal 16	Bathroom Break
Alert 4	Severe Weather Warning	Signal 31	Lunch Break

COMMON CITY AND COUNTY RADIO CODES

10-3	Stop transmitting	10-22	Disregard
10-4	Received and understood	10-23	On scene
10-6	Busy unless urgent	10-25	Meet at
10-7	Out of service	10-41	Begin shift
10-8	In service	10-42	End shift
10-9	Repeat last transmission	10-52	Ambulance needed
10-10	Fight	10-63	Prepare to make a copy
10-12	Standby	10-74	Negative
10-20	What is your location	10-76	In route
10-21	Call by phone		

SIGNAL 6

I have customer who wants to pay by credit/debit card. We accept everything except American Express. Customers can pay by credit card for whatever they desire — even for single chair. When you have signal 6 you call it over the radio and let customers sit down and whenever supervisor arrives he/she will take care about them.

Radio Procedures:

- ★ Call your area supervisor first
- ★ Always think about your message before you key the mike
- ★ Use and be familiar with Radio Codes
- ★ Check wind direction before speaking. Turn the radio away from wind
- ★ After keying the mike pause then speak clearly
- ★ Remain calm and professional
- ★ Be brief and to the point
- ★ If a Code 2 or major Code 3 is called the radio is to be used for emergency traffic only!
You can use radio just in case you are having Code 2 or MAJOR Code 3 yourself ONLY!

North Beach Service: Uses "N" before the stand number and managers/supervisors use 3

Lack's Beach Service: Uses "L" before the stand number and managers/supervisors use 2

South Strand Beach Service: Uses "S" before the stand number and managers/supervisors use 4

Say your tower number first then whom you are calling: "L-10 to 106" - Supervisor 106 will respond: "106 go ahead "

Keyed Mike Procedure:

Occasionally a radio mike will stick in the transmit position. This will cause a constant or intermittent sound of static or conversation on all radios except for the radio that is keyed. If the problem is not corrected communication for emergencies can be interrupted or impossible. To find the keyed radio, hold your radio over your head and blow your whistle to the guard next to you. If their radio is also making the sounds, they will wave back to you. Every guard must do this to both border guards to find the keyed radio. The guard whom is keying the mike will not know they are doing it. So, if your border guard blows their whistle at you with their radio overhead, and your radio is silent-it is probably you keying the mike.

To prevent keying:

- ★ Keep radio free of sand
- ★ Use the radio holder that was issued to you
- ★ Be careful when seated
- ★ Be careful when carrying equipment. Be careful when traveling to and from the beach. Keep your radio on from the beach to check in the morning and afternoon!
- ★ Keying radio on purpose will not be tolerated!

CODE 2

LBS/CBS/NBS/SSBS water rescue plan is called CODE 2. We also call it ABC rescue. Code 2 will be called over the radio by the primary guard. A CODE 2 should be called for any type of emergency in the water. The most common CODE 2 is called due to a patron(s) in distress in the water. When a CODE 2 is called the radio is to be used only for the current emergency or another emergency in another area.

Primary Guard A:

The guard recognizes the emergency (swimmer in distress, ...). The guard will then calmly and clearly call the code in – TWICE. The stand number will be said first then the code. "L-10 CODE 2, L-10 CODE 2". Guard A can give a quick description of the situation such as: CODE 2: float assist, CODE 2: multiple

victims — that will better prepare the responding guards. Guard A. will drop radio and fanny pack in a DRY location. If possible, it will be best to hand it to a customer or place on your guard stand. The Guard will enter the water at the closest possible point to perform rescue.

Secondary Guards B & C:

The border guards to the north and south will respond to a CODE 2 being the B and C in the ABC rescue. Secondary guards must respond to the CODE 2 as quickly as possible, this means SPRINT to the area! The first guard on the scene is B. The second of the two border guards is C. When B arrives on the scene, he/she will call in on their radio the situation as they see it. "L-9, L-10 is bringing the victim to safety, it looks 10-4" or "L-9, L-10 has two victims, I am going in to assist". If rescuer B goes into the water, rescuer C backs up A and B. Always give updates using the radio to the supervisor. When the supervisor arrives, follow their instructions if they ask you to go back to your area to watch the water.

Backup Guards:

When a CODE 2 is called it leaves 3 blocks of open water. The guards boarding B and C must go down to their border to help cover the water.

Supervisors:

When any emergency is called the area supervisor will respond. "106, copy" They will arrive to the emergency as quickly as safety allows. Many times the secondary guards will arrive on scene before the supervisor. It is very important for rescuer B to call in the situation as soon as they know what the emergency is. When the supervisor arrives on the scene he/she will call on other resources if needed, check the conditions of the victims and responding guards, and complete the necessary paperwork. The Supervisor will analyze the rescue's causes and take the next necessary steps.

Not until you hear the supervisor call to the manager or another supervisor that the situation is cleared are any non-emergency calls permitted over the radio.

"106, 201, everything is 10-4 and all guards are out of the water"

**If a CODE 2 is cleared by the guards before a supervisor is able to come to the scene, the guard must note the name, age, gender and address of the victim for the report.

CODE 3

If you are having minor Code 3, such as Jelly fish stink or little scratch, you do not have to call it in as long as it does not take any attention from your primary responsibilities. If it does and it is still minor Code 3, inform your border guards. Otherwise call supervisor. L10 to 106 Code 3. 106 to L10 what is nature of Code 3? L10 to 106 broken arm. 106 10-4 and 10-76. In mean time you will try to make patient as comfortable as possible, place them under the umbrella and calm them down till supervisor comes to the scene. Then follow supervisor instruction.

Sometimes beach patrons get injured by beach equipment. If this happens — do not investigate what beach equipment caused what just call your area supervisor and calm down the injured person. Make them comfortable and wait for supervisor. You never know what hit them — do not apologize and never assume it was our equipment. Just stay calm and be nice to them till supervisor takes over.

CODE 4

A CODE 4 is a lost or found child or person. During the 2011 season we dealt with over 500 missing or found patrons! It is most common during peak season and at LBS. To help reduce confusion over the radio use the following terms and procedures as well as form for Code 4

LOST CODE 4: parent came to you they are missing child

FOUND CODE 4: a baby that has come to you or you found is lost

Lost Code 4:

The majority of CODE 4's are aged 4-10 years. In most cases parents will go to the nearest lifeguard to report their missing child. Please follow these guidelines:

- ★ Parents may be hysterical, do your best to keep them calm
- ★ Always keep the parent at your tower or with you and fill out form
- ★ Take a look around your area for the child before you call a supervisor, unless the parent is unmanageable
- ★ NOT UNLESS 2 EYE WITNESSES (OR YOURSELF) SEES A PATRON SUBMERGED DO WE CONSIDER THEM A SUBMERGED VICTIM!
- ★ Write the description of the child before you begin to broadcast: name, age, sex, race, clothing description, hair color and any unusual characteristics or items with child/person – after you fill the form call it over the radio

LOST/FOUND CODE4

Time: _____ How long has been code 4 missing: _____
Sex: _____ Age: _____
Name: _____ Last known location: _____
Description: Height: _____ Weight: _____
Hair color & length: _____
Clothes: _____
Anything unusual: _____

Calling the LOST CODE 4:

L-10: "L-10 to 106, stand by for the description of a LOST CODE 4"

106: "Go ahead with your description"

L-10: "The child is Peter, 5 years old, white, male, blond hair, wearing blue and orange shorts, his is carrying a shark boogie board"

106: "10-4, keep the parent with you, 10-76"

At this time every guard must copy the description down and start to scan their area. Children tend to travel with the wind and currents. Once a guard locates the LOST CODE 4, they should call the supervisor.

L-13: "L-13 to 106"

106: "106, Landmark"

L-13: "I have CODE 4 Peter at my stand"

106: "10-4, 10-76"

Once the supervisor has joined the parent with their child the supervisor will call that the CODE 4 is cleared: "106, all guards, 10-22 LOST CODE 4 Peter"

Found Code 4:

A found child is either brought to you by beach patron, the child comes to you, or you find the child wandering the beach unattended. Depending on the child's age get down to their level so they will not be as frightened. Explain to the child you are the lifeguard and are going to help find their parents. If you are unable to get the child to talk, still call a FOUND CODE 4. Keep the child with you or at your tower. If possible walk the child around your area. If the child will not stay with you or you are unable to stop a child from running away try to have a beach patron intervene. It often helps to have a woman try to speak with the child.

Calling the FOUND CODE 4:

L-10: "L-10 to 106, stand by for the description of a FOUND CODE 4"

106: "106, go ahead with your description"

L-10: "James, age 5"

106: "10-4, keep the child with you"

At this time the area supervisor will pick the child up to help locate the parents. It is best if you are able to get some information regarding the hotel where the child is staying. If you find the parents of the FOUND CODE 4, call your supervisor: "I have the parents of FOUND CODE 4 JAMES"

CODE 5

Most of beach patrons will listen to you but there will be always someone who will not. Don't let it bother you and if that person doesn't listen after several warnings call your area supervisor for Code 5. Never argue with them, stay calm and professional all the times.

SIGNAL 7

Signal 7 is Shark sighting. It is nothing you have to panic about. Sharks can come closer to the beach especially in the presence of school of fish. It doesn't mean there is a shark in every school of fish – NO- but we prevent beach patrons. Keep eye on every school of fish and if it gets closer to the shore or closer to people in the water – call people out of the water and keep them on shore until school of fish is gone. It is not necessary to call it over the radio.

If you see shark by itself –clear the water and call it over the radio: L10 to 205. 205 go ahead. I got Signal 7 and cleared the water. By this you will let your border guards know. If there is school of fish they can easily see it – it's why you don't call school of fish or school of fish with Signal 7 in it over the radio. After 5 minutes double check your area and if it is clear switch the flags.

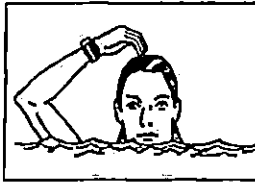
TRAINING

After your first day of orientation in the classroom you will spend an additional three days with a veteran guard for hands-on job training on the beach. The trainer guard and your supervisor will be able to answer many questions. The trainer guard as well as the supervisors will evaluate your performance. After you complete this training phase, you will be assigned to individual duty.

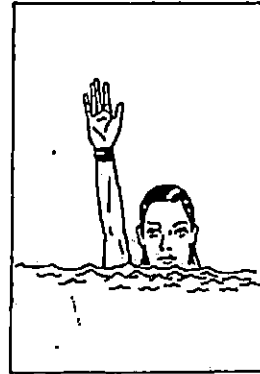
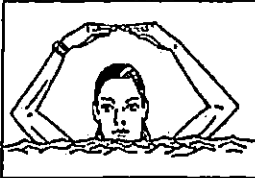
During June you will be required to attend the three-night-long Rookie School. During Rookie School you will go through all the different types of rescues you might face as an ocean lifeguard.

Throughout the season you have to attend and participate in weekly in-service trainings called Surf Schools. Surf schools will vary in subjects and training drills. It is mandatory for all guards to attend each week on the day that is assigned for the beach service.

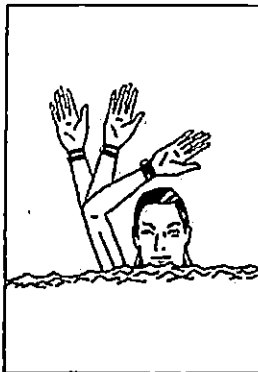
ARM SIGNALS



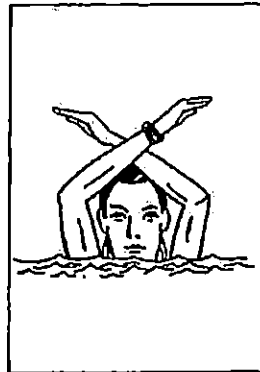
All Clear (OK)



Assistance Needed



Resuscitation Case or Oxygen
Needed



Submerged Swimmer

WHISTLE SIGNALS

- ★ 1 short blast - used to gain the attention of a swimmer.
- ★ 2 short blasts - used to gain the attention of a fellow lifeguard.
- ★ 3 short blasts - used to signal to a fellow lifeguard that an emergency is taking place, action must be taken.
- ★ 1 long blow - used to signal to swimmers that they are doing something wrong – get their attention and show them what to do. (i.e. code 6)

ENVIRONMENTAL CONDITIONS AND HAZARDS IN AND AROUND THE OCEAN

The physical makeup of our beaches, combined with our bathing ordinances and lifeguard coverage, adds up to a very safe bathing environment for all visitors. However, there are still hazards you must be aware of. A strong knowledge of these hazards and how to recognize them, combined with a good understanding of our common currents, wave types and bottom contour will help you to make our visitors even safer.

Rip Currents: "A relatively small-scale surf-zone current moving away from the beach. Rip currents form as waves disperse along the beach causing water to become trapped between the beach and a sandbar or other underwater feature. The water converges into a narrow, river-like channel moving away from the shore at high speed. A rip current consists of three parts: the feeder current flowing parallel to the shore inside the breakers; the neck, where the feeder currents converge and flow through the breakers in a narrow band or "rip"; and the head, where the current widens and slackens outside the breaker line." United States Lifesaving Association. 18 Nov. 2005 <<http://www.usla.org>>.

Research from the National Weather Service in Wilmington, North Carolina has established that two hours before and four hours after low tide there is a greater chance of rip currents. They have also established threat definitions. See Appendix J for Rip Current Threat Definitions

Rip Currents make up at least 80% of all rescues. As a lifeguard your day will be filled with preventive actions. Being aware of Rip Currents, you will be able to clear the water when a Rip Current opens to help prevent rescues and even drowning. Working for Lack's you will continue your education on Rip Currents throughout the season during Surf Schools. The greatest safety precaution is education!

Waves: Wind direction and speed create a number of effects on the ocean. The force of the wind against the water creates waves. Winds out at sea form wave troughs or swells. These swells travel to a point where they meet an obstruction, like the shore, then crest and break, becoming waves. There are two categories of waves in our area:

- ★ Spilling waves: looks like an avalanched or mudslide. Characteristics include a lot of white water and foam. They are formed by swells as they move over a sea floor that ascends gradually beneath them. The crest spills onto the face of the wave.
- ★ Plunging waves: have the more characteristic "wave" shape. Usually hollowed out with the lip peeling along the wave from left to right or right to left. These waves are formed when a swell suddenly strikes a shallow bottom, such as a sand bar or reef.

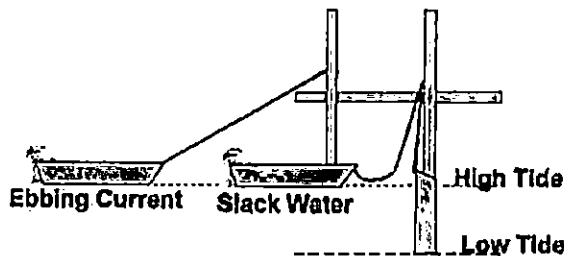
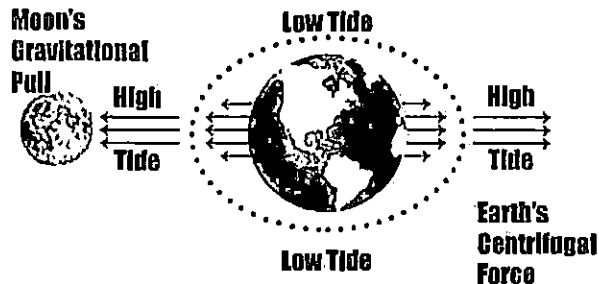
RIPS

Tides

- **Tide** is defined as the vertical movement of water and only goes up and down.
- **Current** is the horizontal or sideways flow of water. It floods in which makes the tide rise and ebbs out which makes the tide fall.

It is this up and down tidal movement that you should be concerned with and be able to estimate with some accuracy, especially when entering a potentially shallow port or harbor. Let's explore some definitions concerning tide.

First of all, tide is the rise and fall of water caused by gravitational forces of the moon and sun on the oceans of the earth. Generally speaking, tidal cycles contain two high tides and two low tides each day. During the time between high and low tide there will obviously be current flow. The time between high and low tides is a little over 6 hours and the entire tidal cycle repeats itself approximately fifty minutes later each day. So if you know that low tide is at 0800 today you can estimate that it will



Low Rip Current Threat: Rip Currents can occur at any time; however, most of these rips are weak and may only pose a threat to very weak swimmers or toddlers. A Low Threat day is defined as those days where the potential for life threatening rip currents is at a minimum.

Increased Rip Current Threat: Conditions that support stronger rip currents are becoming factors, which will increase the

magnitude of rips. At this stage, people entering the surf would have to be cautious, while conditions would be hazardous for inexperienced swimmers and children.

Dangerous Rip Current Threat: This category implies that rip currents are life threatening to all people that enter the surf. In days with a Dangerous Threat, it is advised that all people stay out of the water until conditions improve.

Northeast Swells: Common during winter months. Northeast Swells cause beach erosion and rip currents due to the size of the surf. They are also the cause rough storm seas during the summer season.

South Swells: Common during late spring and summer. South Swells are associated with mild weather and helps to flatten out the ocean floor and brings sand in.

Most inexperienced swimmers underestimate the power of the waves. The forward motion of the waves may knock them down, injure them, or put them at the mercy of the water that quickly recedes after breaking onto the beach. The downward motion can violently thrust swimmers and surfers to the bottom causing serious trauma to the head neck, back and other parts of the body. Depending on age, size, ability, intoxication, etc. of a beach patron an emergency can develop quickly.

Long Shore Currents: The speed and direction of the wind and waves will create a pushing current to either the north or the south. These currents can cause bathers to drift further down the beach than they realize. Patrons, especially children, will drift in long shore currents and become disoriented and lost upon returning to shore.

Backwash: Backwash is the movement of returning water under incoming waves. This can be dangerous depending on how fast the returning water from a broken wave moves back to the surf. Backwash is mistakenly referred to as undertow.

Factors that affect backwash include: incline of the beach, movement of the currents, tide, and rate and size of breaking waves.

Beach Incline: At times beach erosion can create a steep incline close to the water. The steeper the incline the stronger the water returns to the sea. Also the wave breaking upon the steep inclined may "close out" where all the whole wall of water breaks at once.

Reefs and Rocks: There are not many in our area. The largest and the worst is located at 20th Ave South. These submerged rocks can cause injury to body surfers and waders. The rocks commonly cause lacerations, bumps and bruises. Spinal injuries are also possible.

Piers: Currents can change drastically close to a pier. All swimmers and surfers must stay 50 yards from the pier. This rule is enforced due to the high risk involved such as: laceration and puncture wounds from the pilings, fishhooks and other submerged objects, and marine animals (fish, shark, sting ray) are highly attracted to the area.

Storm Drains: There are large pipes on the beach used for storm runoff. After a storm there can be a stagnant pool of water left at the end of the drain head. These pools can be deep and contain submerged objects. Long-standing pools should be red flagged and kept clear of all patrons. The city of Myrtle Beach constructed a large run off pipe between 25th Ave S. and 26th Ave South. This pipe is under the water and can not be seen. The pipe creates different currents in the area.

Swashes: Brackish water runoffs are located throughout the city and county. These runoffs are affected by the tides and can have strong currents moving inshore or out to sea. They are often deeper than bathers realized and can have submerged objects like bottles and other trash. The water is often overlooked as potential hazards by parents who let their children play in and around these areas. Due to the rainwater and trash, swashes present a Bio Hazard risk.

Calm or Rough Water: These conditions can lead to trouble by causing either a false sense of security or by enticing bathers to take risks they would not normally take.

Inshore Holes: A hole or depression that can turn an ankle or be a danger due to depth.

Sandbars: They are usually noticed by a change in water color and waves breaking away from shore. There can be a quick change of depth around sandbars. Sandbars create a spinal injury risk due to people diving head first into a wave.

Tidal Pools: A pool of water created by the water washing over a sandbar. The danger here is due to depth at high tide. Tidal pools can fill quickly. When covered at high tide, they can act as inshore holes.

Weather and Lighting: Weather conditions on the beach change very quick. Always be prepared to react quickly to an approaching storm. If a storm or bad weather approaches you will need to alert swimmers in the water per signal from your supervisor. Lighting is always a danger and may strike quickly without warning when a storm is developing.

Off Shore Winds: Off shore winds can quickly push unsuspecting bathers off shore. This is especially true for patrons on floats and boogie boards.

Shifting Winds: Shifting winds can dislodge beach equipment and send it flying down the beach. Always scan your beach area paying close attention to equipment when the winds change and pick up. Be prepared to close umbrellas quickly when an alert has been issued.

Recreational Equipment and Beach Patron: One of the greatest preventable hazards on the beach can be found in the foolish activities of beach patrons. The use of water crafts, beach games, floats or intoxicated patrons can all lead to accidents and injury. Frisbees, football, softballs, bocci balls are fun beach games but can become dangerous if their users are unaware of the surroundings. As the lifeguard, be able to recognize when games become a hazard to others and take the appropriate action to prevent injury.

Floatation Devices: Floats give poor or non-swimmers a false confidence in the water. Always monitor the user to see how dependent they are on the float. Use preventive skills if needed.

Floating Debris: Debris will appear on the beach after storms or several days of strong currents. Keep swimmers away from large objects. If large debris comes to shore notify your supervisor if assistance is needed to move the object.

DISTRESS SIGNALS

As a lifeguard you must know how to identify distress signals. There are many different types of distress signals but all are designed to get your attentions.

Power Boats: Boats can carry lights, radios, flares, horns or whistles. Three blasts on a horn, whistle or light is the universal sign of distress. Other signals of distress may be smoke, vessel floundering or passengers waving.

Sailboats: Depending on the size of the boat some carry lights, radios, flares, horns or whistles. Other signs may be smoke, floundering, waving or turtling. Turtling is a sailboat that has capsized completely or is on it's side.

Scuba Divers: Divers and their signals may be hard to see. Dye in the water, whistle blows, waving or a mask placed on the divers forehead are signs of distress.

Wind Surfers and Surfers: Surfers and wind surfers may have a loss of forward motion or an inability to raise sails. You may notice an unmanned board, or a piece of a board wash ashore. Pinning may also be seen in distress situations.

Pinning: A surfboard, while still attached by the leech to a submerged surfer, which bobs up and down in a vertical position.

If you identify any of the above distress signals notify your supervisor immediately and stand by for instructions. All of these situations will require additional equipment, agencies and techniques to be handled safely.

Jellyfish: Dome-like bell shape if viewing from above. Tentacles hang from underside and contain stinging cells. Usually seen closer to shore with a south wind during July and August due to the warmer water. Tentacles cause a stinging sensation if made contact with skin. Red welts and even lacerations may be present. Depending on the area and the severity of sting care will differ.

Care: Remove tentacles left on skin using the tongue depressor. Spray with white-vinegar. If no spray is available have patron rub sand and salt water over area. If patron is allergic to bees, they might have the same reaction to jellyfish!

Portuguese Man-O-War: Resembles a jellyfish, but has pinkish, blue, purple tint and almost transparent. They have a gas filled and bladder-like top that floats on the surface of the water. Tentacles are longer than jellyfish and have more stinging cells. Pain is tremendously worse than a jellyfish.

Care: Same as Jellyfish. However, the pain will be worse, call a supervisor for a different type of spray (Bio-Zone) if needed. Depending on the severity of sting the care will differ.

Sea Urchin: Round shape with many brittle spines covering its body. Children will often call them, Sea Porcupines. Sea Urchins move slowly along the ocean floor. If stepped on will cause puncture wounds or cuts. The spines are venom organs, that may cause intense burning sensations followed by redness in area.

Care: Most likely if stepped on the spines will be embedded into a person's skin. We do not 'dig' or pick out the spines in someone. Clean the area and advise the patron to either soak the area in hot soapy water and/or see a physician for proper removal.

Stingray: Shapes vary from round, "kite shape" to diamond. A long, whipped tail with one or more barbed stingers cause deep straight lacerations or puncture wounds and venom entering the victim's body. A stingray is a flat and generally on the ocean floor when people get stung from them.

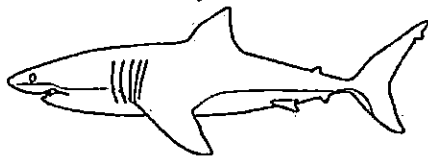
Care: Usually the wound is located on the foot from a patron stepping on the stingray. A patron will most likely be in a lot of pain and there will be lots of bleeding. In most case the patron will need to go to the ER. You can try to control the bleeding and advise the person to see a physician. They can also put the area in as hot of water without burning to minimize the pain.

Skate: Resembles a stingray, but with a thicker tail and no barb. Also a skate has movable fins on top of each pelvic fin.

Bluefish: Has a bluish tint, generally small, almost always travel in schools. Vary sharp small teeth can inflict serious wounds. Generally seen in August when schools travel close to shore.

Care: Preventative! If a school of fish is coming close to shore, remove all swimmers. A school of fish will look like a large sparkly cloud in the water. There may or may not be larger fish or dolphins chasing the school.

Dolphin or Porpoise: Both have horizontal tail fin and regularly swim in groups. They swim in an arching motion going up sometimes completely out of the water and then down again. They are harmless to humans but commonly mistaken as sharks.



Shark: Have a vertical tail fin and usually cruise in a constant height exposing both the dorsal fin and the tail fin. They are seen more readily after heavy periods of onshore winds and when schools of fish come close to shore. Usually, sharks do not attack, but mistake humans for prey. Bites usually occur mostly during dusk or murky water.

Care: If a patron is bit by a shark, call over the radio the necessary codes. When on shore follow all necessary precautions for blood borne pathogens. Control bleeding and monitor for signs of shock.

LBS — THINGS TO REMEMBER

- Safeguard all locks. At all times, keep your box locked and chairs on chair post locked.
- Keep rocking bar locked in box when not in use
- Keep radios at least 10 feet from the water at all times and protect the radio in the rain with a glove
- Keep buoy tip hole free by not dragging it or sitting on it
- Do not drop umbrellas on backs of chairs
- Keep all umbrella charts, receipts and incident reports clean and legible
- Breakdown starts at 4 p.m., do not start too early
- Set up on the tide line everyday
- Pick up trash
- Keep all first aid boxes neat and dry
- Remove chairs from float box after a storm
- Stay at your stand until your lunch time, do not leave early
- Return from lunch on time
- When an **ALERT** is called, do it as quickly as possible
- Lock books and buoy in box when going to lunch
- **Sit ONLY in Lifeguard Stand.** Do not sit in chairs, on first aid boxes or on the sand
- **Be kind and respectful to all management, beach goers, fellow employees and the environment**
- **Work hard, take pride in your work and be loyal and trustworthy**

RECORDS AND REPORTS

Records and reports are very important for a number of reasons. They allow us keep legal documented accounts on all incidents that occur. Supervisors will correctly complete reports when responding to an incident. Your Supervisor will help you to fully understand if you are needed to complete a report.

INCIDENT REPORT

Do not forget to report any refusal of care for future references. Ask your area supervisor for help if you have any questions or you are confused.

CITY OF MYRTLE BEACH Beach Service Incident Report

Incident Date: _____ Incident Time: _____ AM PM
Incident Location: _____
Responding Lifeguards/Agencies: _____

EMS/Beach Patrol Dispatch Time: _____ Arrival Time: _____

INCIDENT DESCRIPTION—Check all that apply.

Water Rescue: Distressed Swimmer _____ Passive Swimmer _____ Active Swimmer _____
Spinal Injury _____ Down Swimmer _____ Multiple Swimmers _____ Rip Current _____ Surf _____ Swift Water _____ Other _____
Medical Aids: Water ingestion _____ Laceration _____ Abrasions _____ Burn _____ Heat Related _____ Cardiac Related _____ Stroke Related _____ Diabetes _____ Seizure _____
Aquatic Animal Injury _____ Animal _____
Other _____
Law Enforcement Actions: Warnings _____ Citations _____ Arrests _____ Boat/PWC Warnings _____ Ordinance violated _____

VICTIM'S ACTIVITY

Swimming _____ Boating _____ Floating _____ Wading _____ None _____ Surfing _____
Scuba/Skin Diving _____ Body Surfing _____ Boogie Boarding _____ Fishing _____
Walking/Running _____ Beach Activity _____ Other _____

DISPOSITION

Released _____ Released to Parent _____ Released to EMS _____ Transported _____
Released to Beach Patrol _____ Advised to see physician _____ Other _____
Consent Given _____ Patient Refused Care _____

CONDITIONS AT TIME OF INCIDENT

Weather _____
Temp: Air _____ Water _____
Wind: Direction _____ Speed _____
Surf: Type _____ Size _____
Current: Type _____ Direction _____
Visibility _____ Tide _____

VICTIM INFORMATION

Name: _____ Age _____ Sex _____
Address: _____

Signature for refusal of care: _____ Date _____

FILING REPORT ABOUT HARASSMENT

If you feel there is any behavior that harassed you anyhow, please talk to your manager or Training Officer and we will investigate incident in private manner.



United States Lifesaving Association National Certification Committee

Chair

B. Chris Brewster

Members

Paul Drucker
Southeast Region

Joe Pecorno
Great Lakes Region

Tom Henlek
South Atlantic Region

Dave Shotwell
Mid-Atlantic Region

Kim Tyson
Gulf Coast Region

Kal Welser
Southwest Region

Cathy Wiederhold
Northwest Region

Dr. Peter Wernicki
Medical Advisor

January 21, 1996

George Lack
Lack's Beach Service, Inc.
PO Box 2365
Myrtle Beach, SC 29578-2365

Dear Mr. Lack:

I was most inspired to receive your letter of January 11 indicating that your company intends to make some organizational changes in an effort to adhere to the recent action of the Board of Directors. I am eager to send your final notice of certification post haste.

I would appreciate a little clarification regarding the proposed changes so that I can better understand them. You state that you, "... will employ a core of open water lifeguards whose sole responsibility will be to provide lifeguard service in designated areas of Myrtle Beach/Horry County." May I ask who will be responsible for rentals and other commercial activities if not the lifeguards? Will any lifeguards be involved in commercial activities?

I would like to make it clear that I am only trying to better understand how this will work. It seems from your letter that your plans will bring you into compliance. I join you in hoping that Lack's can be a leader in making these adjustments.

Sincerely,

B. Chris Brewster
Committee Chair

BCB

c: USLA President
President, Southeast Region

Committee Chair's Address: 2581 Quivira Court • San Diego, CA 92109
Tel: (619) 221-8832 • Fax: (619) 581-1227 • Internet: 76440.2104@compuserve.com

USLA Subpoena Response
0354

ROA_02138



United States Lifesaving Association

National Certification Committee

PO Box 366 • Huntington Beach, California 92648 • Tel: 500-FOR-USLA

Chair

B. Chris Brewster

Members

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Tom Renick
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Kim Tyson
Gulf Coast Region

Kai Welser
Southwest Region

Cathy Wiederhold
Northwest Region

Dr. Peter Wernicki
Medical Advisor

January 27, 1996

George Lack
Lack's Beach Service, Inc.
PO Box 2365
Myrtle Beach, SC 29578-2365

Dear Mr. Lack:

USLA has now completed our review of your Horry County operation. I congratulate you on being approved as meeting USLA minimum recommended guidelines and standards for beach lifeguard agencies and enclose your certificate.

Your certification is good for a period of two years. I respectfully remind you, as I do all certified agencies, that during that period your organization retains certification so long as you maintain USLA standards you asserted during the certification process. If for any reason the standards indicated in your application to us are diminished, the certification becomes invalid.

In particular, you have agreed to modify your operation in such a way so as to ensure that lifeguards assigned to supervise the aquatic area shall not be subject to duties that would distract or intrude their attention from proper observation of persons in the waterfront area, or that prevent immediate assistance to persons in distress in the water. Specifically, your lifeguards assigned to water surveillance will not be assigned to any duties other than public safety. As you know, this change is a critical aspect of your certification.

I would like to thank you for taking the time to apply and for the modifications you have elected to make. I share your expectation that the changes you are making to comply with USLA recommended guidelines and standards will offer an additional level of public safety for the beach patrons of your community.

Sincerely,

B. Chris Brewster
Committee Chair

BCB

Committee Chair's Address: 2581 Quivira Court • San Diego, CA 92109
Tel: (619) 221-8832 • Fax: (619) 581-1227 • Internet: 76440.2104@compuserve.com

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USLA Subpoena Response
0357

ROA_02139

George Lack
Lack's Beach Service
PO Box 2365
Myrtle Beach, SC.
29578-2365

9-11-2007

Dear Mr. Lack,

My name is Eric Bauer I am the United States Lifesaving Association Certification Chairperson. I hope you are having a good summer.

I have recently received a number of inquiries/concerns about the possibility that your lifeguards are engaging in commercial activities while assigned to lifeguard water surveillance duties. Could you please provide your written agency policy and a response regarding this issue to the address below.

I have attached the USLA Certification Guidelines link for your reference. The reference policy is an introductory note on page #3. The USLA certification requirement that your agency must follow is: "Lifeguards assigned to supervise an aquatic area shall not be subject to duties that would distract or intrude their attention from proper observation of persons in the waterfront area, or that prevent immediate assistance to persons in distress in the water. Specifically, lifeguards assigned to water surveillance shall not be assigned to any duties other than public safety."

The concerns that I have received indicate that your lifeguards are engaging in vending activities while they are supposed to be watching the water. This would be a violation of the Certification Guidelines and if true, your certification would be suspended by the USLA as described on page 4 #11 of the Certification Guidelines.

However, I would like to look at your response and weigh all of the information and make sure I have accurate facts. Please respond in writing at your earliest convenience.

Sincerely,

Eric A. Bauer
Certification Chairperson
United States Lifesaving Association
949-644-3359 Desk
949-279-8425 Mobile
PO Box 1266
San Marcos, CA 92079-1266

http://usla.org/Train%2BCert/USLA_Guidelines.pdf

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United States Lifesaving Association

PO Box 366 • Huntington Beach, California 92648 • Tel: 866-FOR-USLA

www.usla.org

George Lack
Lack's Beach Service
PO Box 2365
Myrtle Beach, SC.
29578-2365

October-24-2007

Dear Mr. Lack,

This is a report of findings by me, the Certification Chairperson in response to a complaint about Lack's Beach Service. The complaint indicates that Lack's Beach Service Lifeguards are renting beach equipment while simultaneously assigned to water surveillance activities. This is a violation of USLA Guidelines which states, "Lifeguards assigned to supervise an aquatic area shall not be subject to duties that would distract or intrude their attention from proper observation of persons in the waterfront area, or that prevent immediate assistance to persons in distress in the water. Specifically, lifeguards assigned to water surveillance shall not be assigned to any duties other than public safety." In the letter I wrote to you, I requested any documentation you have to support the fact that Lack's Beach Service is operating within USLA Guidelines with regards to this issue.

You responded with a letter and a Training Manual. In that letter, you state the following:

- There is an existing agreement between the USLA and Lack's Beach Service that was worked out by George Lack, Chris Brewster, Mike Hensler, and Ron Watson.
- The agreement called for a corps of lifeguards that would have no duties other than water surveillance and beach safety.
- The agreement added supervisors that are mobile to support the water safety program.
- The agreement added 22 "lifeguard only" personnel, and 10 mobile supervisors to the staff of "dual role" lifeguards.
- The placement of "lifeguard only" personnel is coordinated with the City of Myrtle Beach and Horry County Beach Safety Directors.
- The USLA Agreement was added to the City and County contracts with Lack's Beach Service"
- After interviewing all supervisors and contact of the City and County, no one has ever observed a lifeguard only engaged in any other activity other than water surveillance.

As part of the "Training Manual" pertaining to lifeguards, it states on page 11, Rentals,

14

USLA Subpoena Response 0035

- "Throughout the day you (Lifeguards) will be renting equipment out to beach patrons. Renting the equipment is not your primary responsibility! You must be able to watch the water at all times! If you are struggling with a dual role, please seek to a manager so we can move you to a different location.
 - Keep track of rental activity in a timely fashion-must be kept updated
 - Keep books and charts neat!
 - Record all rentals on your seating chart.
 - Receipts must be given out whenever money changes hands!

As the certification Chairperson, my conclusions are as follows

1. There is no specific agreement "worked out" between Lack's Beach Service and the United States Lifesaving Association. At the 1996 meeting in Myrtle Beach when the conduct of commercial activities by lifeguards was discussed. There was, as a result of those discussions, language that was included in the Certification Guidelines which prohibits lifeguards from engaging in activities other than public safety, while assigned to supervise an aquatic area.
2. There is no agreement with the USLA and Lack's Beach service that indicates there is a differentiation between two corps of lifeguards, those that engage in non public safety activity and those who don't.
3. There is no agreement between Lack's Beach Service and the USLA that would require the agency to add personnel in lieu of adhering to the USLA requirements.
4. The USLA certifies specific agencies. Governmental agencies who are responsible for overseeing lifeguard operations are subject to the same requirements for certification as any other agency and may not exempt an Agency from or diminish the requirements of the USLA Guidelines for Certification.
5. The USLA does not have any specific agreement or contract with Lack's Beach Service, Myrtle Beach, or Horry County.
6. The USLA does not differentiate between a lifeguard who rents beach equipment and a "lifeguard only". The USLA requirements apply to all lifeguards equally.
7. As indicated in the Lack's North and South Strand Beach Service Training Manual, lifeguards are engaged in duties other than beach safety while assigned to supervise and aquatic area.

As Certification Chairperson and according to the USLA Guidelines, as of the date of this letter, I am suspending your (Lack's Beach Service) certification for 30 days. This is based on my conclusions as stated above and my interpretation of the USLA requirement that prohibits lifeguards who are assigned to water surveillance from being assigned to duties other than public safety. This requirement is contained on page 3 in the Guidelines for Open Water Lifeguard Agency Certification. I believe that Lack's Beach Service is

USLA Subpoena Response 0036

assigning lifeguards who are assigned to water surveillance, to duties other than public safety in violation of the Certification Guidelines.

This suspension may be appealed via letter to the USLA President Chris Brewster with a copy to me, the Certification Chair. During this time the Certification Committee will be consulted. With concurrence of the National Certification Committee, the suspension may be extended another 60 days (for a total of 90 days). Within 90 days of suspension, the USLA Board of Directors or, between regular meetings of the Board of Directors, the USLA Executive Board shall review information provided by the Certification Committee Chair, the agency, and any other appropriate sources, and shall render a decision to revoke certification, to reinstate certification, or to take any other appropriate action. You are no longer operating as a certified and approved USLA agency. All rights and privileges accompanying USLA certification have been suspended until further notice. You are instructed to remove all USLA signs, symbols and/or certification documents from public view.

Correspondence for the Certification Chair may be mailed to:

United States Lifesaving Association
Certification Chairperson
PO Box 1266
San Marcos, CA 92079-1266

All other correspondence may be mailed to the address above.

Thank-you for your time and attention,

Sincerely,



Eric A. Bauer
United States Lifesaving Association
Certification Chairperson

USLA Subpoena Response 0037

1 **2018 -2025 SEASONS WATER SAFETY FRANCHISE**
2
3 WHEREAS, the City of Myrtle Beach requires the protection of its tourist and
4 residential population through an efficient and effective Water Safety Program;
5 and
6
7 WHEREAS, the successful implementation of a Water Safety Program is
8 imperative along the City's twelve miles of oceanfront; and
9
10 WHEREAS, these goals can be optimally achieved through the cooperation of the
11 City of Myrtle Beach and the Concessionaires of beach equipment; and
12
13 WHEREAS, the City Council by Ordinance duly adopted as shown by second
14 reading has authorized the City Manager to execute franchises with the
15 concessionaires of the beach service in accordance with the terms of this
16 franchise:
17
18 NOW, THEREFORE, PURSUANT TO THE FRANCHISE POWER OF THE CITY OF
19 MYRTLE BEACH (City or Franchisor) in consideration of the foregoing premises
20 and the mutual promises of each to the other made agree as follows:
21
22 The City grants a seven (7) year franchise to operate a water safety service and
23 beach concession on the public beach of the City in Zones 1 through 89 as
24 described in Attachment "A" for a period time beginning April 15, 2018, and
25 ending September 30, 2024, subject to the following terms and conditions:
26
27 **SECTION 1. - PERIOD OF OPERATION:**
28 Franchisee shall conduct water safety each year during the period beginning April
29 15 and ending September 30. Franchisee shall ensure minimum lifeguard staffing
30 in each zone, between the hours of 8:00 a.m. and 5:00 p.m., Monday through
31 Sunday, according to the following schedule:
32
33 April 15 through 3rd week in May: 20% of full complement
34
35 4th week in May through June 1: 50% of full complement
36
37 June 2 through 2nd week of August: Full complement
38
39 3RD week of August: 75% of full complement
40
41 4th week of August through Labor Day: 50% of full complement
42
43 Labor Day through September 30: 20% of full complement
44
45
46 Franchisee may rent beach equipment outside said period of operation, provided
47 however, that lifeguards must be on duty at all times that beach equipment is
48 on the beach. The Franchisee shall provide lifeguards as deemed necessary in
49 consultation with the City.
50
51 From June 1 to Labor day of each year, Franchisee shall, in addition, patrol the

1 beach between the hours of 5:00 p.m. and 7:00 p.m. The number of lifeguard
2 personnel shall depend on the number of zones under Franchisee's control.

3
4 In addition to lifeguards, the Franchisee shall provide the following equipment
5 sufficient for each area of responsibility:

- 6 1. vehicle, jet ski or similar device,
- 7 2. first aid kit,
- 8 3. rescue buoy,
- 9 4. two-way radio and two-way radio with police frequency provided by the
10 police department.

11
12 Franchisee shall in addition to their required permanent stands provide mobile
13 lifeguards, or additional personnel approved by the City in the following areas:

- 14 1. In Zones 1, 4, 8, 12, 16, 22, 23 and 27, Lifeguard Only (LGO) for each zone.
- 15 2. In Zone 89, 2 LGOs.
- 16 3. From Zones 1-27, 1 Mobile LGO.
- 17 4. From zone 48-64 (31st North - 52nd north) minimum of (2) mobile guards
- 18 5. From Zone 69-74 (61st north- 67th north) minimum of (1) mobile guard
- 19 6. From zone 84-88 (77th north - 82nd north) minimum of (1) mobile guard

20
21 Mobile lifeguard shall be described as a guard that covers several blocks of beach by
22 utilizing a motorized cart, ATV, or vehicle and is able to respond rapidly to the scene
23 of an emergency.

24
25 Franchisee understands and agrees that additional stands and lifeguard personnel
26 may be deemed necessary by the City and hereby agrees to provide such
27 additional lifeguards after consultation with the City. The direct cost of such
28 additional lifeguards may be deducted from the franchise payment to the City, as
29 shown in Section 6.

30
31 From the 1st week of June through Labor Day, and during the hours of operation,
32 for every one (1) to six (6) stands that the Franchisee controls, a minimum of
33 one (1) Lifeguard Only is required, and for every six (6) stands thereafter. A
34 "Lifeguard Only" may be mobile only within a six (6) stand range. Franchisee
35 shall provide the appropriate City authority with the stand number of each
36 "Lifeguard Only". During the hours of operation and term of the franchise
37 agreement, for every one (1) to ten (10) stands that the Franchisee controls, a
38 minimum of one off-stand supervisor shall be provided. A supervisor cannot be a
39 "Lifeguard Only" except during the lunch period.

40 41 **SECTION 2. - STANDARDS OF PERFORMANCE & LIFEGUARD CERTIFICATION**

42 All lifeguards shall be at least seventeen (17) years of age, be of good moral
43 character and abide by the highest standards of cleanliness and physical
44 appearance. Prior to commencing work as a lifeguard, Franchisee will test each
45 candidate to ensure that the individual can demonstrate an ability to swim 500
46 meters over a measured course in a twelve (12) minute period. Thereafter, each
47 lifeguard shall be required, upon demand from the Police, to demonstrate an
48 ongoing and current ability to swim 500 meters over a measured course in a
49 twelve (12) minute period. Failure results in an immediate removal from duty until
50 the test is taken and passed. Successive tests shall not be administered within a
51 24 hour period. After the third failure, the lifeguard is permanently removed from

1 duty that season, and may not test again until the next season.

2
3 All lifeguards shall:

- 4 1. Possess adequate vision, hearing acuity, physical ability and stamina to
5 perform the duties of open water lifeguard;
6 2. Must possess a valid lifeguard card;
7 3. Be in good health and demonstrate an ability to swim 500 meters over a
8 measured course in a twelve (12) minute period;
9 4. Possess a Community First Aid Certification or its equivalent;
10 5. Possess a CPR Certification or equivalent for professional rescue; and
11 6. Successfully complete a course consisting of a total of not less than 40
12 hours in open water life saving which meet the criteria of the United
13 States Lifeguard Association.

14
15 At the beginning of each season, the Franchisee shall prepare a training schedule
16 for lifeguards and shall present it to the appropriate City authority. Franchisee
17 shall insure that all lifeguards reasonably comply with that schedule. All
18 lifeguards shall qualify by passing the "Minimum Training on Rescue Procedures"
19 before beginning work on the beach.

20
21 Franchisee shall prepare a lifeguard training curriculum meeting City
22 requirements and ensure that all lifeguard personnel qualify thereunder prior to
23 beginning work and meet all in-service training requirements. Franchisee or
24 designated representative and all franchise lifeguards shall attend all pre-
25 certification and in-service training sessions. Failure to attend shall result in
26 suspension from service until requirement is met.

27
28 Franchisee, all lifeguards and other franchise employees are prohibited from
29 consuming alcoholic beverages while on duty or from reporting to work under the
30 influence of alcohol or other controlled substances.

31
32 Franchisee, employees and all lifeguards shall be committed to maintaining a safe
33 and productive work environment. Alcohol or controlled substances in the
34 workplace are dangerous because they lead to physical impairment, loss of
35 judgment, and the risk of injury and death. Franchisee shall adopt a policy
36 consistent with the policy of the City of Myrtle Beach on drug free workplace.

37
38 Franchisee, employees and lifeguards are prohibited from:

- 39 1. Using a cell phone for activities unrelated to their duties;
40 2. Reporting to work while under the influence of alcoholic beverages or
41 controlled substances;
42 3. Using or possessing alcoholic beverages or controlled substances on City
43 Premises or franchisee's time;
44 4. Using, possessing, swallowing, inhaling, injecting, dealing in, controlled
45 substances (including but not limited to: marijuana, cocaine, LSD,
46 opiates, amphetamines, barbiturates and phencyclidine), and prescription
47 drugs which are not prescribed for the employee's use. THIS PROHIBITION
48 APPLIES TO USE AT ANY TIME BOTH ON THE JOB AND OFF THE JOB.

49
50 Franchisee shall not employ any individual as a lifeguard or beach concession
51 employee who has been convicted of or pled guilty or nolo contendere to a

1 felony or is on parole or probation for a criminal offense.

2
3 Franchisee and any franchise employee who operates a motor vehicle in the
4 performance of this franchise agreement shall possess a valid motor vehicle
5 operator's license, and successfully complete a Police Department offered training
6 course for the type of vehicle driven on the beach.

7
8 Franchisee and the City shall determine an appropriate schedule for lunch breaks.
9 Lunch breaks shall be staggered or alternated so that only every third lifeguard
10 will be off-stand during designated lunch hours. The off-stand supervisor shall
11 remain on the beach between the hours of 11:30 a.m. and 2:00 p.m. to augment
12 the provision of water safety services during those hours.

13
14 Franchisee shall promulgate an Employee Handbook that shall address the
15 requirements of:

- 16 1. Professional attitude, conduct and appearance;
- 17 2. Health and Safety;
- 18 3. Lifeguard Daily Checklist;
- 19 4. Beach Rules and Regulations;
- 20 5. Interactions with Beach Patrol and Fire and Rescue; and
- 21 6. Other such administrative or employment subjects as deemed necessary.

22
23 Franchisee shall be solely responsible for any required disciplinary action of its
24 lifeguards.

25 26 **SECTION 3. - LIFEGUARD UNIFORMS & EQUIPMENT**

27 All uniforms shall be of the same color and combination. All lifeguard tee shirts
28 shall be gold with navy blue lettering. "Life Guard" shall be printed on the front.
29 The name of the franchise shall be printed on the back. The City of Myrtle Beach
30 Seal shall be on the right sleeve. The company or non-commercial logo may be
31 printed on the left sleeve.

32
33 All lifeguard swim trunks shall be navy blue. "Life Guard" shall be printed in gold
34 letters on the right front leg. Company or non-commercial logo may be applied to
35 left front leg. Pattern may be repeated on the rear of the garment.

36
37 Female lifeguard personnel shall wear a navy blue swimsuit. "Life Guard" shall be
38 printed in gold letters on the front.

39
40 Outerwear shall be gold, with printing as described above. Lifeguards shall wear
41 shirts from 10:00 am. until 2:00 p.m.

42
43 All franchise stands shall be painted white and built according to City
44 specifications. Each stand shall be maintained in good condition and be provided
45 with the following minimum equipment:

- 46 1. Torpedo Buoy
- 47 2. Water Safety Flags (3)
- 48 3. First Aid Kit
- 49 4. Orange Lifeguard Umbrella with "Life Guard" in Navy Blue Letters
- 50 5. City Ordinance/Emergency Phone Number Sign

1 Every Other Stand Shall Have a two-way radio.

2
3 Lifeguard stand shall be located at such distances and intervals as are determined by
4 the City. In areas in which two franchises join; Franchisee shall not place beach
5 equipment closer than twenty (20) feet to the point of junction. In addition, a
6 twenty (20) foot opening shall be maintained at each street-end and a ten (10) foot
7 opening at each public alleyway. In all cases, Franchisee, in setting up beach
8 equipment, shall endeavor to provide the highest degree of public access possible.
9 Franchisee agrees to remove fifty percent of any un-rented chairs and umbrellas
10 after 2:30 p.m.

11
12 Each Franchisee shall have an attended two-way radio with police frequency
13 provided by the Police Department.

14
15 **Section 4. - BEACH SERVICE EQUIPMENT**

16 No commercial or retail activity except as authorized herein shall be permitted on
17 the public beach.

18
19 In return for the provision of water safety services and other consideration in Section
20 6, the Franchisee is hereby authorized to rent the following beach equipment:

- 21 1. Chairs & footrests
- 22 2. Umbrella Windbreaks
- 23 3. Floats
- 24 4. Soft Boogie Boards

25
26 Franchisee may not rent any "hard" equipment including but not limited to:

- 27 1. Surfboards
- 28 2. Skim Boards
- 29 3. Sailboats

30
31 Franchisee shall not display any signage other than specifically authorized herein as
32 well as its company logo on its beach service equipment.

33
34 Franchisee is authorized to operate, in a safe and prudent manner, various types of
35 motor vehicles in support of its water safety and beach concession operations. All
36 such vehicles shall be maintained in excellent mechanical condition, be neat in
37 appearance and be properly licensed and insured as required by law, and operated
38 by a properly licensed operator.

39
40 Except in the case of emergency, Franchisee is prohibited from bringing any
41 chemicals, including but not limited to gasoline, oil and hydraulic fluid onto the
42 public beach and shall be solely responsible for any release from its motor vehicles
43 used on the public beach. In the event of spillage, Franchisee shall contain said
44 spillage and contact Beach Patrol.

45
46 The City shall have the right to inspect and approve or disapprove the use of any
47 motor vehicle.

48
49
50 **SECTION 5. - BEACH CLEANLINESS**

51 Each Franchisee will be responsible for the cleanliness of its franchise zone(s) as

1 assigned. The area of responsibility extends from the water line to the primary
2 dune line; provided however, while on duty this obligation only extends from the
3 water line to the umbrella line. Each Franchisee will be held accountable to the
4 City for the cleanliness of the beach in each respective zone. Re-occurring
5 legitimate complaints about beach cleanliness in a specified zone shall be grounds
6 for franchise termination. At the beginning of each season, the City will provide
7 trashcans as needed for each stand. The City shall be responsible for the trashcans
8 pick-up on the beach.
9

10 **SECTION 6. - FINANCIAL REPORTING AND FRANCHISE FEES**

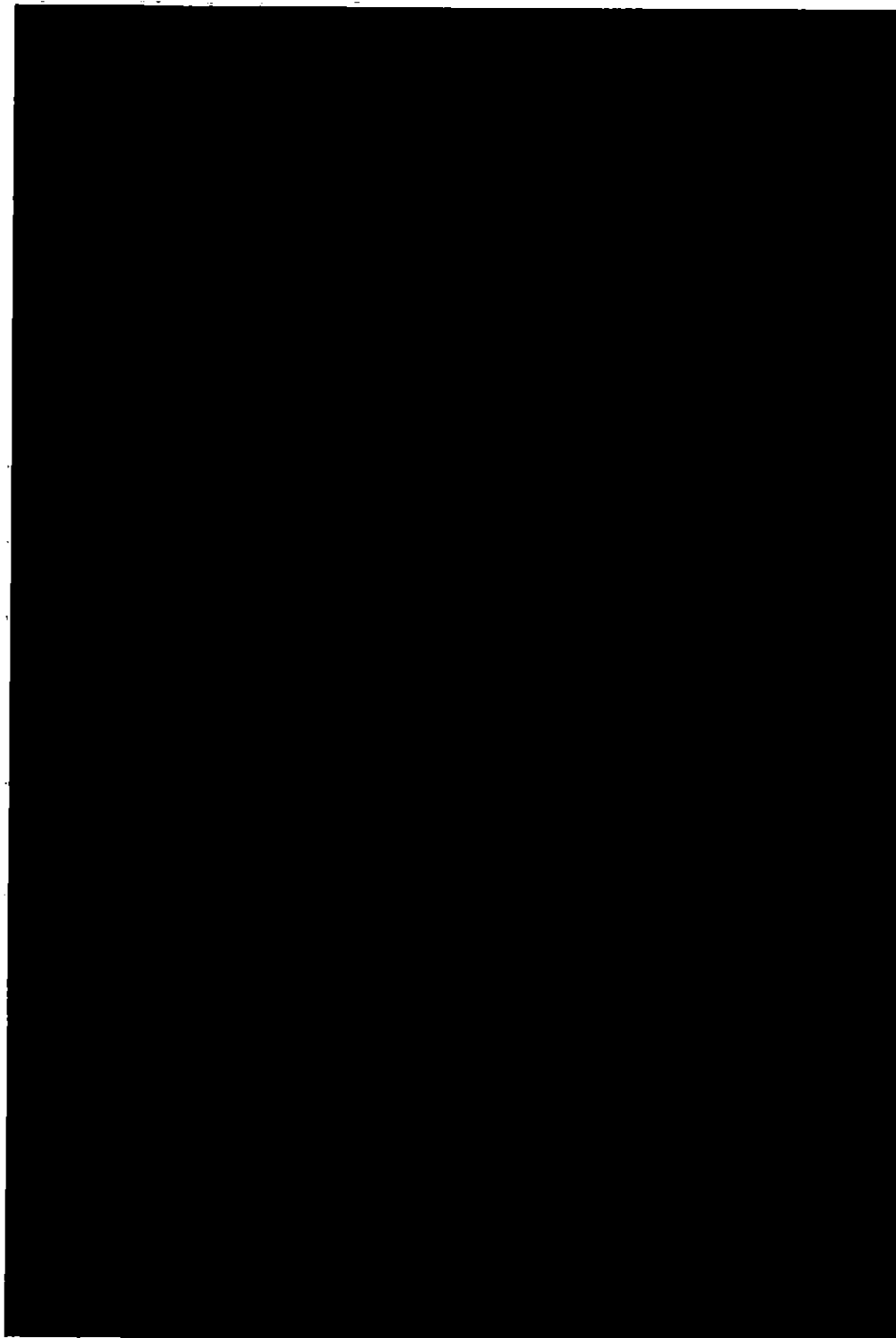
11 Franchisee shall provide the City a sales tax report no later than December
12 1 of each year during the term of this Franchise. The City may require additional
13 financial information in its discretion.
14

15 Franchise fees shall be three percent (3%) of gross receipts, with a maximum of
16 \$1,600.00 per stand, and shall be due and payable no later than December 31 of
17 each year. Franchisee shall be afforded a ten (10) day grace period for payment
18 of franchise fees, after which time a ten percent (10%) late fee will be
19 assessed. Failure to pay franchise fees and any late fees within thirty (30) days
20 of the due date shall be grounds for revocation of the franchise.
21

22 The City shall waive some or may waive all of the franchise fee in consideration of
23 City required additional stands and lifeguard personnel as may be deemed
24 necessary by the City in Section 1. In compliance with Section 1 regarding mobile
25 lifeguards in the residential areas, each required additional lifeguard shall result in a
26 twelve thousand (\$12,000.00) deduction from the total franchise fee paid to the City
27 per year.
28



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SECTION 9. - TRANSFER OF FRANCHISE

A Franchisee may transfer his/her franchise to another franchise holder subject to a sixty (60) day notice to and upon approval of the City Manager. City Council must approve by Resolution any franchise transfer. All such approvals shall not be unreasonably withheld.

Violation of any provision of this Franchise Agreement shall result in the suspension of the Franchise Agreement or in the permanent revocation of the Franchise by City Council.

SECTION 10. - ASSIGNMENT

This Franchise may not be assigned in whole or in part except upon the written consent of the City of Myrtle Beach.

SECTION 11. - TERMINATION

In the event the Franchisee is determined to be in default under the terms of this Franchise, the City shall provide Franchisee written notice of default and afford the Franchisee ten (10) days in which to cure the default. Upon failure of the Franchisee to cure or show reasonable progress towards curing the default, the City shall provide written notice of termination to Franchisee and this Franchise shall be revoked by City Council.

SECTION 12. - NOTICE AND CONTACT

Any papers, request, demand, authorization, direction, notice, consent or waiver provided, required or permitted to be made upon, given by, or furnished to the either party with respect to this franchise shall be sufficient for every purpose hereunder if in writing and mailed by United States Mail, certified or registered mail, postage prepaid and addressed as follows:

TO THE CITY:
ATTENTION: CITY MANAGER
P. O. BOX 2468
MYRTLE BEACH, SC 29578

TO THE FRANCHISEE
LACKS BEACH
SERVICE, INC

WITNESS THE DUE EXECUTION HEREOF ON THE DATE LAST SIGNED;

CITY OF MYRTLE BEACH

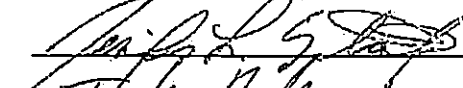
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BY: John Pedersen

ITS CITY MANAGER

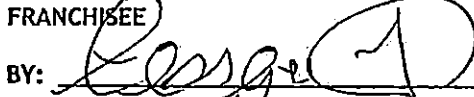
PRINT NAME: John Pedersen

WITNESS SIGNATURE AND PRINTED NAME:


Tank Pedersen

DATE: 5/9/18

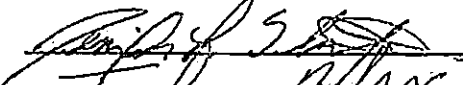
FRANCHISEE

BY: 

ITS President

PRINT NAME: George Lact

WITNESS SIGNATURE AND PRINTED NAME:


Tank Pedersen

DATE: 5-9-18

ATTACHMENT A

FRANCHISE AWARD:

Lack's Beach Service
John's Beach Service

Zones 1 through 38, 89
Zones 39-88

ZONE DESCRIPTION

1. From South City Limits to center line of 29th Avenue South
2. From center line of 29th Avenue South to center line of 28th Avenue South
3. From center line of 28th Avenue South to center line of 27th Avenue South
4. From center line of 27th Avenue South to center line of 26th Avenue South
5. From center line of 26th Avenue South to center line of 25th Avenue South
6. From center line of 25th Avenue South to center line of 24th Avenue South
7. From center line of 24th Avenue South to center line of 23rd Avenue South
8. From center line of 23rd Avenue South to center line of alleyway/walkway at 22nd Avenue South
9. From center line of alleyway/walkway at 22nd Avenue South to center line of alleyway/walkway at 21st Avenue South
10. From center line of alleyway/walkway at 21st Avenue South to center line of 19th Avenue South
11. From center line of 19th Avenue South to center line of alleyway/walkway north of 18th Avenue South
12. From center line of alleyway/walkway north of 18th Avenue South to center line of 16th Avenue South
13. From center line of 16th Avenue South to center line of 15th Avenue South
14. From center line of 15th Avenue South to center line of 13th Avenue South
15. From center line of 13th Avenue South to center line of 12th Avenue South
16. From center line of 12th Avenue South to center line of 11th Avenue South
17. From center line of 11th Avenue South to center line of 10th Avenue South
18. From center line of 10th Avenue South to center line of 9th Avenue South

19. From center line of 9th Avenue South to center line of 8th Avenue South
20. From center line of 8th Avenue South to center line of 7th Avenue South
21. From center line of 7th Avenue South to center line of 6th Avenue South
22. From center line of 6th Avenue South to center line of Withers Swash
23. From center line of Withers Swash to center line of 3rd Avenue South
24. From center line of 3rd Avenue South to center line of 2nd Avenue South
25. From center line of 2nd Avenue South to center line of 1st Avenue South
26. From center line of 1st Avenue South to center line of 1st Avenue North
27. From center line of 1st Avenue North to south side 2nd Avenue North Pier
28. From north side 2nd Avenue North Pier to center line of 3rd Avenue North
29. From center line of 3rd Avenue North to center line of 4th Avenue North
30. From center line of 4th Avenue North to center line of 5th Avenue North
31. From center line of 5th Avenue North to center line of 6th Avenue North
32. From center line of 6th Avenue North to center line of 7th Avenue North
33. From center of 7th Avenue North to center line of 8th Avenue North
34. From center line of 8th Avenue North to center line of 9th Avenue North
35. From center line of 9th Avenue North to center line of alleyway/walkway south of Mr. Joe White Avenue
36. From center line of alleyway/walkway south of Mr. Joe White Avenue to center line of alleyway/walkway north of Mr. Joe White Avenue
37. From center line of alleyway/walkway north of Mr. Joe White Avenue to center line of 12th Avenue North
38. From center line of 12th Avenue North to south side of 14th Avenue North Pier
39. From north side of 14th Avenue North Pier to center line of the alleyway/walkway at 16th Avenue North
40. From center line of the alleyway/walkway at 16th Avenue North to center line of City Park at 19th Avenue North
41. From center line of City Park at 19th Avenue North to center line of alleyway/

walkway south of 21st Avenue North

42. From center line of alleyway/walkway south of 21st Avenue North to center line of 23rd Avenue North
43. From center line of 23rd Avenue North to center line of 24th Avenue North
44. From center line of 24th Avenue North to center line of 26th Avenue North
45. From center line of 26th Avenue North to center line of alleyway/walkway at 27th Avenue North
46. From center line of alleyway/walkway at 27th Avenue North to center line of alleyway/walkway at 29th Avenue North
47. From center line of alleyway/walkway at 29th Avenue North to center line of 31st Avenue North
48. From center line of 31st Avenue North to center line of 34th Avenue North
49. From center line of 34th Avenue North to center line of 37th Avenue North
50. From center line of 37th Avenue North to center line of 38th Avenue North
51. From center line of 38th Avenue North to center line of 39th Avenue North
52. From center line of 39th Avenue North to center line of 40th Avenue North
53. From center line of 40th Avenue North to center line of 41st Avenue North
54. From center line of 41st Avenue North to center line of 42nd Avenue North
55. From center line of 42nd Avenue North to center line of 43rd Avenue North
56. From center line of 43rd Avenue North to center line of 44th Avenue North
57. From center line of 44th Avenue North to center line of 45th Avenue North
58. From center line of 45th Avenue North to center line of 46th Avenue North
59. From center line of 46th Avenue North to center line of 47th Avenue North
60. From center line of 47th Avenue North to center line of 48th Avenue North
61. From center line of 48th Avenue North to center line of 49th Avenue North
62. From center line of 49th Avenue North to center line of 50th Avenue North
63. From center line of 50th Avenue North to center line of 51st Avenue North
64. From center line of 51st Avenue North to center line of 52nd Avenue North

65. From center line of 52nd Avenue North to center line of 53rd Avenue North
66. From center line of 53rd Avenue North to center line of City Park at south side of Cabana Section
67. From center line of City park, south side of Cabana Section to center line Beach Place
68. From center line of Beach Place to center line of Seaside Place
69. From center line of Seaside Place to center line of alleyway/walkway south side Haskell Circle
70. From center line of alleyway/walkway south side Haskell Circle to center line alleyway/walkway north of 63rd Avenue North
71. From center line of alleyway/walkway north of 63rd Avenue North to center line of 64th Avenue North
72. From center line of 64th Avenue North to center line of 65th Avenue North
73. From center line of 65th Avenue North to center line of 66th Avenue North
74. From center line of 66th Avenue North to center line of 67th Avenue North
75. From center line of 67th Avenue North to center line of 69th Avenue North
76. From center line of 69th Avenue North to center line of 70th Avenue North
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78. From center line of 71st Avenue North to center line of 72nd Avenue North
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84. From center line of 77th Avenue North to center line of 78th Avenue North
85. From center line of 78th Avenue North to center line of 79th Avenue North
86. From center line of 79th Avenue North to center line of 80th Avenue North
87. From center line of 80th Avenue North to center line of 81st Avenue North

88. From center line of 81st Avenue North to center line of 82nd Avenue North

89. From center line of 82nd Avenue North to northern City Limits.



DATE:

Friday 8/24

LACK'S BEACH SERVICE LineUp 2018

AVE	Stand #	access	Hotel	GUARD name	Lunch
30th	L-1		Crown Reef	Artur	2
30th	L-2		Crown Reef	Aneta	3
29th	LGO 29th	access	Crown Reef	X	X
29th	L-3	access	Sea Horn	Tarik	1
28th	L-4	access	Sun and Sands	Eimantas	2
27th	LGO L-5		Holiday South	X	X
26th	L-6		Regency	Bobby	3
25th	L-7		Compass Cove South	Maciek	(4)
24th	L-8		Compass Cove	Patrik	2
23rd	LGO 23rd	access	Compass Cove	Teseza	1
22nd	L-9		Sand Castle	Enric	3
21st	L-10		The Reef	Emil	1
20th	L-11		Blue Water	Erik	2
19th	L-12		Ocean Park	Scott	3
18th	L-13		Hampton Inn	Kamil	1
17th	LGO L-14		Beach Walk	Bonbra	(4)
16th	L-15	access	The Palace	Natalie	2
15th	L-16	access	Landmark	Emrah	3
14th	L-17		Atlantic Paradise	Ivan	1
13th	L-18		Sea Mist	David	2
11th	L-19	access	Coral Beach	Monis	3
10th	L-20	access	Polynesian	Alex	1
9th	L-21		Captain Quarters	Kacper	2
8th	L-22	access	Hotel Blue	Lucas	3
7th	L-23		Bali Bay	Ludek	1
6th	LGO 6th		Westgate		
6th	L-24		Westgate	Tomasz	2
3rd	L-25	access	Sandy Beach	Alex	3
3rd	LGO 3rd	access	Sandy Beach	X	X
2nd	L-26		Ocean One	Stan	1
1st	LGO L-27		Bar Harbour	Lubo	2

Manager:

101 Randy
103 Tony

Supervisors:

110 Brady
111 Emilia
107 Ana

OFF:

LBS		11th	10th	9th	8th	7th	6th	Total LBS
Slands ->		L-19	L-20	L-21	L-22	L-23	L-24	
Mon	30-Jul	338.5	80	347	548	77		7548
Tues	31-Jul	1302.5	245	1075	810	287	140	11654
Wed	1-Aug	790	113.5	590	500.5	175	182	8525.5
Thurs	2-Aug	752.5	143.5	582	230	302	38.5	7098
Fri	3-Aug	320	50	453.5	200	70	35	5460.5
Sat	4-Aug	714	405	1014	887	45	198.5	13784.5
Sun	5-Aug	702	185	1210.5	975.5	420	528.5	17988
		5009.5	1212	6272	3931	1376	1122.5	72036.5
Mon	6-Aug	1188.5	240	1473.5	585	351	452	20414.5
Tues	7-Aug	923.5	288.5	892	537.5	351	318.5	11990.5
Wed	8-Aug	926.5	105	703.5	285	200	225	9482
Thurs	9-Aug	525	35	664	604.5	275	337	11123
Fri	10-Aug	980	210	1704.5	423	368.5	395.5	13851
Sat	11-Aug	540	423.5	1139.5	514.5	215	189.5	16184
Sun	12-Aug	630	149	848.5	393.5	654	225	15134.5
		6721.5	1451	7425.5	3343	2414.5	2142.5	98179.5
Mon	13-Aug	570		313.5	1072	35	291	10628.5
Tues	14-Aug	653		970.5	614	410	135	11358
Wed	15-Aug	615	70	533.5	487	70	357	8833
Thurs	16-Aug	573.5	188.5	1020	359	128.5	190.5	9187.5
Fri	17-Aug	1283.5	210	459.5	649.5	349.5	238.5	12735
Sat	18-Aug	718	318.5	876	828	403.5	288.5	15631
Sun	19-Aug	1112.5	247.5	770.5	448.5	238.5	222	14533.5
		5425.5	1034.5	4843.5	4458	1635	1722.5	82906.5
Mon	20-Aug	1251.5	73.5	579.5	973	273.5	283.5	14938.5
Tues	21-Aug	1028.5		883	255.5	290	292	9977.5
Wed	22-Aug	500	105	297	140	70	203.5	5277
Thurs	23-Aug	385.5	157	658.5	588.5	185.5	315	8268.5
Fri	24-Aug	403.5	155	571.5	447	262	578.5	9935.5
Sat	25-Aug	924	192	778.5	683	217	675.5	13583
Sun	26-Aug	610	430	611.5	308.5	84.5	268.5	10988.5
		5103	1112.5	4379.5	3396.5	1382.5	2616.5	72968.5
Mon	27-Aug	710	100	984	356.5	35	125	11992.5
Tues	28-Aug	423.5	70	440.5	140		35	6132.5
Wed	29-Aug	520	38.5	402	175	105	108.5	4700.5
Thurs	30-Aug	872		289.5	80	35		4090.5
Fri	31-Aug	643.5	38.5	618	359.5	40	295	9644.5
Sat	1-Sep	1820	527.5	1795.5	580.5	270	1003.5	22174.5
Sun	2-Sep	1084	758.5	1542.5	553.5	252	569.5	18433
		6073	1533	6072	2245	737	2136.5	77177
ND TOTAL		27332.5	8343	28092.5	17372.5	7545	9740.5	403288



Wolde 0055
Wolde_Rental_Sales_0001

LACK'S BEACH SERVICE
STAND TOTALS FOR 2018

AVENUE	STAND		STAND TOTALS	NET (-9% TAX) STAND TOTALS
1ST	NORTH	L-27	\$8,413	\$7,718
2ND	SOUTH	L-26	\$10,172	\$9,332
3RD	SOUTH	L-25	\$101,757	\$93,355
3RD	SOUTH	L-25	LGO	\$0
5TH	SOUTH	L-24	\$31,351	\$28,762
6TH	SOUTH	L-24	LGO	\$0
7TH	SOUTH	L-23	\$23,766	\$21,804
8TH	SOUTH	L-22	\$53,916	\$49,464
9TH	SOUTH	L-21	\$76,518	\$70,200
10TH	SOUTH	L-20	\$15,296	\$14,033
11TH	SOUTH	L-19	\$74,205	\$68,078
12TH	SOUTH	L-18	\$37,383	\$34,296
14TH	SOUTH	L-17	\$18,993	\$17,425
15TH	SOUTH	L-16	\$62,354	\$57,206
16TH	SOUTH	L-15	\$27,332	\$25,075
17TH	SOUTH	L-14	LGO	\$0
18TH	SOUTH	L-13	\$83,177	\$76,309
19TH	SOUTH	L-12	\$30,883	\$28,333
20TH	SOUTH	L-11	\$0	\$0
21ST	SOUTH	L-10	\$59,466	\$54,556
22ND	SOUTH	L-9	\$72,333	\$66,361
24TH	SOUTH	L-8	\$76,867	\$70,520
25TH	SOUTH	L-7	\$75,355	\$69,133
26TH	SOUTH	L-6	\$70,618	\$64,787
27TH	SOUTH	L-5	LGO	\$0
28TH	SOUTH	L-4	\$40,003	\$36,700
29TH	SOUTH	L-3	\$14,793	\$13,572
30TH	SOUTH	L-2	\$44,553	\$40,874
31ST	SOUTH	L-1	\$86,825	\$79,656
MARRIOTT / OCEAN W/ 3 GUARDS	3 GUARDS		\$277,312	\$254,415
GRANDE DUNES			\$24,747	\$0
MARINA INN			\$22,530	\$0
TOTALS:			\$1,520,918	\$1,351,964

18

STATE OF SOUTH CAROLINA
CERTIFICATION OF VITAL RECORD

DEATH CERTIFICATION

STATE FILE NUMBER: 139-18-032372 AMENDED

DECEDENT'S NAME: *ZERIHUN KEBEDE WOLDE*

AKA's: NA

ARMED FORCES: NO

DATE OF BIRTH: [REDACTED] 1976

TYPE OF PLACE OF DEATH: HOSPITAL- EMERGENCY ROOM/OUTPATIENT

NAME AND ADDRESS OF PLACE OF DEATH: GRAND STRAND REGIONAL MEDICAL CENTER, MYRTLE BEACH, SC 29572

PLACE OF DISPOSITION: NORBEK MEMORIAL PARK

DISPOSITION LOCATION: OLNEY, MARYLAND

METHOD OF DISPOSITION: REMOVAL FROM STATE

DECEDENT'S RESIDENCE: 1712 CHAPEL HILL ROAD, SILVER SPRING, MONTGOMERY COUNTY, MD, 20906

PLACE OF BIRTH: ETHIOPIA

SURVIVING SPOUSE'S NAME: MESWAT ADEU

FATHER'S NAME: KEBEDE WOLDE

MOTHER'S NAME PRIOR TO FIRST MARRIAGE: WABITU HAILE SILASE

INFORMANT'S NAME: ADDISU WOLDE

MAILING ADDRESS: 1319 MISSOURI AVENUE NW APT:1, WASHINGTON, DC, 20011

FUNERAL HOME: BURROUGHS FIT & CS FOR BACON-FUNERAL HOME, 3558 OLD KINGS HWY, MURRELLS INLET, SC, 29576

FUNERAL DIRECTOR: MACY BURROUGHS NESBIT

EMBALMER'S NAME: ALLISON MARINO

ACTUAL OR PRESUMED DATE OF DEATH: AUGUST 24, 2018

ACTUAL OR PRESUMED TIME OF DEATH: 1354

CAUSE OF DEATH - PART I

ASPHYXIA DUE TO DROWNING

SEX: MALE

SOCIAL SECURITY NUMBER: [REDACTED]

AGE: 41 YEARS

COUNTY OF DEATH: HORRY

MARITAL STATUS: MARRIED

RELATIONSHIP: BROTHER

LICENSE NUMBER: FDE 3998

LICENSE NUMBER: 3923

MANNER OF DEATH: ACCIDENT

OTHER SIGNIFICANT CONDITIONS - PART II:

NA

CORONER CONTACTED? YES

DATE OF INJURY: AUGUST 24, 2018

PLACE OF INJURY: OCEAN

LOCATION OF INJURY: BEACH AT 9TH AVENUE SOUTH, MYRTLE BEACH, HORRY COUNTY, SC, 29957

HOW THE INJURY OCCURRED?

DROWNING

AUTOPSY PERFORMED? YES

TIME OF INJURY: 1255

AUTOPSY AVAILABLE? YES

INJURY AT WORK? NO

CERTIFIER NAME AND TITLE: DEPUTY CORONER MICHELLE MCSPADDEN

LICENSE NUMBER: NA

CERTIFIER'S ADDRESS: 2560 N MAIN ST #3, CONWAY, SC, 29526

DATE FILED: AUGUST 29, 2018

DATE OF ISSUANCE: JUNE 10, 2019

SPECIAL INSTRUCTIONS:

MANNER OF DEATH AMENDED BY: DHEC 627 PER MICHELLE MCSPADDEN, DEPUTY CORONER, CAUSE OF DEATH AMENDED BY: DHEC 627 PER MICHELLE MCSPADDEN, DEPUTY CORONER, ... INJURY INFO AMENDED BY: DHEC 627 PER MICHELLE MCSPADDEN, DEPUTY CORONER.

SC07793859

This is a true certification of the facts on file in the Division of Vital Records, SC Department of Health and Environmental Control.

David E. Wilson, Jr.
Acting Director

Angela P. Saleeby
Assistant State Registrar

This is watermarked paper. Do not accept without noting watermark. Hold to light to verify watermark.

Revision Date: 04/09/2018



ROA_02162

Summary as of 12/12/2018

General Info

Case #	18-1552
Computer #	36312
Decedant	Wolde, Zerihun
DL/SSN	
Address	1712 Chapel Hill Rd. Silver Spring, MD 20506
Race	Black
Sex	Male
DOB	[REDACTED] 1976 (41 at time of death)
Place of Occurrence	Beach at 9th Avenue South, MBSC 29577 08/24/2018 1255
Place of Death	GSRMC 08/24/2018 1354
Pronounced	08/24/2018 1354

Next of Kin

Meswaet Abet (Girlfriend)
1712 Chapel Hill Rd.

Silver Spring, MD 20506
[REDACTED]

Berket Bagnaw (Cousin)
[REDACTED]

Law Enforcement Agencies

Name	Agency
Chad Rose	Myrtle Beach Police Dept.

Saw Deceased Last

None Filed.

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Found Deceased

None Filed.

Witnesses

None Filed.

Suspects

None Filed.

Death Info

Ambulance Service

Funeral Home

Organ Donation?

Manner of Death

Cause of Death

Death Cert. Dispo.

Burial Permit Issued By

Burroughs

None

Accidental

Asphyxia due to Drowning

McSpadden

GSRMC

Permit #359911

Autopsy

Performed?

Doctors

Report Received?

Yes - Agency: GSRMC

Proctor

Yes - 12/12/2018

Photo/Statement

Photo Taken?

Statement Taken?

No

No

Blood

Taken?

When?

Disposition

Labeled, packaged, sealed?

Statement Taken?

Yes - Autopsy

08/24/2018 0600

No

No

Highway Patrol

Report Received? No

Weapons? No

Death Scene

None Filed.

Medical Treatments

None Filed.

Prescriptions

None Filed.

Personal Effects

None Filed.

Narrative

The patient was in the ocean near 9th Avenue South with 2 of his children (daughter age 9, son age 12). The mother of the children (patient's girlfriend) reported that the 12 year old ran to her yelling that dad needed help. Bystanders pulled him unresponsive from the water. CPR was started on the beach. The patient was transported to GSRMC but was pronounced shortly after arrival. The girlfriend reported that the patient can swim and that they visit the ocean often at home in MD. She reported no significant medical history except a recent diagnosis of gastritis. An autopsy was scheduled at the request of the girlfriend. I later learned from police that the two children were also pulled from the ocean by bystanders after being caught in a rip current. It is believed that the patient was attempting to rescue the children when he went under water. The autopsy will proceed as planned. Michelle McSpadden Deputy Coroner

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CONFIDENTIAL

ANATOMICAL PATHOLOGY AUTOPSY

FA-18-195

Wolde, Zerihun

AUTOPSY PROTOCOL

RACE/SEX: African American/Male

DATE OF BIRTH: Unknown AGE: 41

DATE OF DEATH: 8/24/18 DATE OF AUTOPSY: 8/25/18

TIME OF DEATH: Unknown TIME OF AUTOPSY: 0600

**AUTHORIZING AUTHORITY: Michelle McSpadden
Horry County Deputy Coroner**

PROSECTOR: EDWARD L. PROCTOR, JR, MD

ASSISTANT: LEROY RUSH

A complete autopsy was performed on the decedent identified as Zerihun Wolde at Grand Strand Regional Medical Center, autopsy facility, on 8/25/18, beginning at 06:00 am.

CASE HISTORY

This 41 year old black male was pulled underwater by a riptide while trying to rescue his children. He was pulled from the water unresponsive. Resuscitative attempts were unsuccessful and he subsequently expired.

Permission for autopsy was granted by Horry County Deputy Coroner, Michelle McSpadden.

EXTERNAL DESCRIPTION

The body is identified as Zerihun Wolde. The body is that of a well-developed, well-nourished black male appearing the recorded age of 41 years. The body measures 71 inches in length and has an estimated weight of approximately 225 pounds. The head is covered by receding black hair. The eyes are brown and the pupils measure 0.5 cm bilaterally. The sclerae and conjunctivae are pale. The ears and nose appear unremarkable. The mouth contains an endotracheal tube and the teeth are in fair repair. The neck is supple without masses or tracheal deviation. The chest is flat. The abdomen is flat. There are no palpable masses or fluid wave. The genitalia are those of a circumcised adult male. The testes are descended. The lower extremities contain a tibial stick in the left anterior groin area. The right upper extremity contains an intravenous line in the right antecubital fossa. The back appears unremarkable.

INTERNAL DESCRIPTION

The body is opened in the usual manner to reveal the thoracic and abdominal organs to lie in their usual anatomic positions. There is no fluid in either pleural cavity. The pericardial sac contains approximately 5 ml of a clear fluid. The peritoneal cavity contains no fluid.

SYSTEMS DESCRIPTION

HEART: The heart weighs 575 gms. The epicardium contains minimal fat. The myocardium is firm and thickened to greater than 2 cm in average thickness. The endocardium is smooth. The valve ring is intact and the valve cusps appear unremarkable. The atrial chambers are widely patent. The foramen ovale is closed. The coronary vessels show a mild degree of plaque. The aorta contains mild surface plaques.

LUNGS: The right lung weighs 800 gms and the left lung weighs 700 gms. The pleural

surfaces are smooth. Sections reveal a medium firm parenchyma from which moderate amounts of bloody and frothy fluid freely exude. The trachea is hyperemic.

LIVER: The capsule is intact and the edge is blunt. Sections reveal a pale tan parenchyma.

GASTROINTESTINAL TRACT: The esophagus, stomach, small and large bowels appear grossly normal.

KIDNEYS: The capsules strip to reveal smooth cortical surfaces. Sections reveal distinct corticomedullary demarcations and normal appearing collecting systems. The ureters and bladder appear grossly normal.

SPLEEN, PANCREAS: Gross examination is unremarkable.

BRAIN: The brain weighs 1600 gms. The covering meninges are pale and translucent. The sulci and gyri are of normal prominence. The blood vessels at the base of the brain appear unremarkable. Serial sections of the brain and cerebellum appear unremarkable.

Additional Procedures:

Blood was retained and submitted to National Medical Services under proper chain of custody for toxicologic evaluation.

MICROSCOPIC INTERPRETATION:

HEART: Sections reveal intact myocardial fibers.

LIVER: Sections reveal an intact lobular architecture. Portal areas show minimal fibrosis. Central veins are intact. Hepatocytes show a generalized macrovesicular steatosis.

KIDNEYS: Sections reveal a mild congestion of the glomerular capillaries. The tubules and interstitium appear unremarkable.

LUNGS: Sections reveal a moderate congestion of the alveolar septal capillaries. Alveolar spaces contain aggregates of macrophages as well as focal accumulations of extraneous particulate matter.

Block Summary:

- A. Heart, Liver
- B. Kidneys
- C. Lungs

CASE SUMMARY:

At autopsy, examination revealed prominent pulmonary congestion and edema. There were focal accumulations of extraneous particulate matter within scattered lung spaces.

There was a cardiomyopathy of the dilated type characterized by a cardiomegaly of 575 grams with left ventricular hypertrophy and dilatation. There was mild coronary and aortic atherosclerosis.

There was generalized macrovesicular steatosis of the liver as well as generalized pulmonary and visceral congestion.

Toxicologic evaluation revealed a negative blood ethanol. A blood drug screen was positive for Caffeine.

Based on the clinical history and morphologic findings of prominent pulmonary congestion and edema, I feel that this man died as a result of asphyxia due to drowning. Although there was evidence of an underlying cardiomyopathy, I do not feel that this contributed to his demise.

The manner of death based upon this evaluation and current information from investigative authorities is accidental.

FINAL DIAGNOSES:

- I. ASPHYXIA DUE TO DROWNING**
- II. CARDIOMYOPATHY, DILATED TYPE**
 - A. CARDIOMEGALY, 575 GRAMS, WITH LEFT VENTRICULAR HYPERTROPHY AND DILATATION**
 - B. CORONARY ATHEROSCLEROSIS, MILD**
 - C. AORTIC ATHEROSCLEROSIS, MILD**
- III. GENERALIZED MACROVESICULAR STEATOSIS, LIVER**
- IV. SIGNIFICANT FINDINGS**
 - A. GENERALIZED VISCERAL CONGESTION**
 - B. TOXICOLOGY:**
 - A. BLOOD ETHANOL - NEGATIVE**

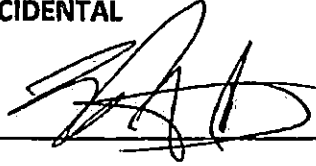
B. BLOOD DRUG SCREEN - POSITIVE - CAFFEINE

CAUSE OF DEATH

ASPHYXIA DUE TO DROWNING

MANNER OF DEATH

ACCIDENTAL

A handwritten signature in black ink, appearing to be 'E. Proctor', is written over a horizontal line.

I certify that I personally conducted the diagnostic evaluation of the above specimen(s)
and have rendered the above diagnoses.

Edward L. Proctor, Jr, MD



United States Lifesaving Association

PO Box 366 • Huntington Beach, California 92648 • Tel: 866 FOR USLA (866 367 8782)

www.usla.org

B. Chris Brewster
President

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Peter Davis
National Lifeguard

Tim Gallagher
Lifeguard

Dr. Peter Weenick
Medical Director

John "Chip" More
Legal Counsel

March 26, 2008

George Lack
Lack's Beach Service
P O Box 2365
Myrtle Beach SC 29578-2365

Dear Mr. Lack

This is to notify you that in accordance with the rules of the United States Lifesaving Association Lifeguard Agency Certification Program, as specified in the *Guidelines for Open Water Lifeguard Agency Certification*, certification of Lack's Beach Service has been revoked effective March 19, 2008.

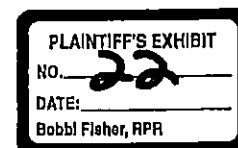
The reasons for initial suspension were previously detailed in a letter to you dated October 24, 2007. All materials provided by you and your attorney were considered in the revocation decision. As previously indicated, Lack's must immediately cease using any and all USLA emblems and/or trademarks and must remove same from all buildings, structures and vehicles.

No further appeal of this decision is available under the program rules. If your organization wishes to reapply for certification, you may do so at any time. Favorable consideration of your application would, of course, be dependent upon meeting all requirements of the program in place at the time of application.

Sincerely,

Eric Bauer, Chair
National Certification Committee

cc: USLA Executive Committee



USLA 001-001-001

United States Lifesaving Association
Guideline: Open Water Lifeguard Agency Certification



United States Lifesaving Association

P.O. Box 366
Huntington Beach, CA 92648
877-FOR-USLA
www.usla.org

Guideline: Open Water Lifeguard Agency Certification

Number: 001

Approved: May 8, 1993

Last Revised: April 23, 2022

Introduction

All lifeguards and other open water rescuers, regardless of assignment, are expected to use their skills and abilities to help prevent injury and drowning in the aquatic environment. Not all lifeguard assignments are the same however, so the training and standards needed by lifeguards in different assignments varies.

The most challenging assignment for a lifeguard is safeguarding natural bodies of water, which USLA refers to as open water. Unlike pools and waterparks, which are relatively similar regardless of locale, the crowd conditions, water currents, waves, dangerous animals, weather, and related conditions of open water differ greatly and pose unique obstacles to maintaining water safety. Furthermore, the responsibilities of open water lifeguards can include a wide variety of special assignments. Some examples are law enforcement, boat rescue, marine firefighting, cliff rescue, emergency dispatching, and flood rescue. Many beach lifeguards in California, Florida, and Hawaii are employed full time on a year-round basis, with some agencies providing 24-hour public safety service similar to that of a police or fire department.

When open water lifeguarding began in the 1800's, training standards and lifesaving techniques were set by local employers and varied widely. In the decades that followed, they were shared, becoming increasingly similar. In 1980, USLA co-hosted a conference in Galveston, Texas in an effort to develop guidelines for establishing nationally agreed upon open water recreational beach standards. All of the major groups in the US concerned with preventing loss of life in and

United States Lifesaving Association
Guideline: Open Water Lifeguard Agency Certification

around the water were represented. (You may download a copy of the report of this conference from the Lifeguard Library at www.usla.org.)

The Galveston conference resulted in consensus on many issues, such as minimum swimming skills, age, and training needed by beach lifeguards. Shortly thereafter, USLA developed and published a booklet called *Guidelines for Open Water Lifeguard Training*. It embodied the core recommendations from Galveston, but went further to recommend curriculum standards and other minimum recommended standards. It has since been revised to the document you now read.

In developing open water lifeguard training standards, USLA concluded that a single, rigid training program covering the widely varying conditions in open water areas throughout the United States would be prohibitively lengthy. It was also considered impractical and unnecessary, particularly since most lifeguards work for a single employer for their entire lifesaving career. USLA therefore designed a program with core instruction in basic lifesaving techniques, but one which requires local employers to adjust the training, within established parameters, to address local conditions. For this reason, a lifeguard trained under the USLA system must be retrained if the lifeguard moves to another area.

USLA does not "certify" lifeguards or lifeguard instructors. Instead, USLA certifies lifeguard employers, including their training programs and standards, which follow USLA guidelines. The USLA certification system is therefore, in effect, an accreditation system for local lifeguard training programs.

We consider our guidelines consistent with those of the highest quality open water lifesaving programs in the United States today. Many agencies surpass them and are strongly encouraged to continue providing the levels of excellence they have achieved. Lifesaving can continue to progress only if lifesaving agencies are willing to exceed the current norms, experimenting with new techniques and advanced equipment, the best of which will become the standards of tomorrow.

Since USLA is an organization of open water rescue professionals, our certification programs are designed to meet the needs of rescuers in this environment. Our Lifeguard Agency Certification Program is designed for public safety agencies that provide preventive lifeguarding services. Our companion Aquatic Rescue Response Team certification program is designed for public safety providers which do not provide preventive lifeguard services, but have responsibility for responding to open water emergencies. The document you now hold details requirements for the USLA Lifeguard Agency Certification Program. For information on the ARRT program, contact USLA at our website (www.usla.org) or at 866-FOR-USLA.

United States Lifesaving Association
Guideline: Open Water Lifeguard Agency Certification

Guidelines

Introductory Note: Training conducted under the USLA Lifeguard Agency Certification Program must be conducted on the beaches of the agency where the lifeguard will be employed or on nearby beaches with comparable conditions and geographic features. To be certified an agency must adhere to the following USLA requirement: "Lifeguards assigned to water surveillance have the primary responsibility of observing and managing persons in the water, as well as to provide assistance to persons in the water and shall not be assigned to any duties other than public safety."

Chair National Certification Committee: If you have questions not answered by this document, you may email the National Certification Committee Chair at certification@usla.org.

1. Steps to Certification

- 1.1. Read the standards for open water lifeguards, trainees, and instructors to ensure that your agency is in compliance. If you do not employ full time lifeguards, you can ignore standards for these personnel. Existing lifeguard agencies which meet the certification guidelines may apply for certification and become certified at the appropriate level upon review and approval of the certification officer, certification committee and board of directors at the meeting following approval of their application. Newly established lifeguard agencies which apply for certification and meet the certification guidelines must operate for a period of one (1) season before certification may be approved.
- 1.2. Read the *Minimum Equipment Standards* and ensure that your agency is in compliance.
- 1.3. Read the *Required Course Curriculum* and ensure that your agency's basic training course includes all elements listed (except those specifically noted as optional). The curriculum is intended to ensure a broad understanding of the basic aspects of lifesaving, but allows tailoring to address local conditions. A copy of the third edition of *Open Water Lifesaving – The United States Lifesaving Association Manual* (2017) must be available to each trainee. Agencies are encouraged to utilize the lesson plans provided by the United States Lifesaving Association. The Resource Material section may also be of assistance.
- 1.4. An agency wishing to have its training program and standards nationally certified submits a completed certification application — which can be found at www.usla.org/certification — with all required documentation. A payment covering the application and review fee must be enclosed or submitted.
- 1.5. The USLA Executive Director or designee will review the application for completeness, consult with the Chair of the Certification Committee, work with the applying agency to address any shortcomings, and then send a copy to a Certification Officer from the USLA region in which the agency lies. The Executive Director or designee will attempt to choose a Certification Officer who is geographically close to the applicant, but who is not employed or affiliated with the applicant.

United States Lifesaving Association
Guideline: Open Water Lifeguard Agency Certification

- 1.6. Within thirty (30) days of receiving an application (sooner in urgent circumstances), the Certification Officer is responsible for conducting a thorough review and submitting written findings. The review must include, at a minimum, checking all documents submitted and ensuring that they show the agency to be in compliance with the current guidelines of USLA, at either the minimum or advanced level. It is also suggested, but not required, that an on-site review be conducted for most agencies. An on-site review is required for newly established agencies.
- 1.7. Upon receiving the written findings of a Certification Officer, the Executive Director or designee will file a copy of the findings and forward a copy to the Certification Committee Chair for review by the National Certification Committee. This committee, which normally meets in May and November in conjunction with the Board of Directors, is responsible for recommending approval or disapproval to the Board, with final approval requiring a majority vote of the full Board. In cases in which an applying agency fails to meet the necessary deadlines for application and can demonstrate that it would be prevented from operating as a result of a delay in approval until the next Board of Directors meeting, the Certification Chair, in consultation with the President, may provisionally certify an agency found to meet all requirements until the next Board of Directors meeting, at which time the Board of Directors shall approve or disapprove the application.
- 1.8. In any case of a finding by the Certification Committee and concurrence by the USLA Board of Directors, at any time, that an applying agency provided information in the application that was materially false or misleading, the application and agency certification shall be deemed void, the application fee shall be retained by USLA, and the agency shall be advised of the reason. A subsequent application by the agency shall not be accepted for a period of one year from action by the USLA Board of Directors and shall require documentation of full resolution of the issues which caused revocation.
- 1.9. Upon favorable decision by the Board of Directors, a certificate so stating and signed by the President and Certification Committee Chair, will be issued and valid for a period of three (3) years. The agency must then reapply, again submitting the current fee. The Board of Directors may extend certification by up to six-months for good cause, but shall not extend beyond six-months. Recertification of an agency that has been granted an extension will be for two and one-half years.
- 1.10. Any changes to the recommended guidelines and standards which may be made by the Board of Directors after an agency has been certified become effective for future applications and renewals, but create no mandate for currently certified agencies. However, all certified agencies are strongly encouraged to adhere to the most current recommended guidelines.
- 1.11. By applying for and accepting certification, the certified agency agrees to maintain all standards asserted in the application during the application and certification period. USLA certification is valid only so long as the certified agency continues to maintain these standards. In any case in which the USLA Certification Committee Chair determines that a certified agency's program fails to meet these standards, the Certification Committee Chair may suspend certification of the agency, which

United States Lifesaving Association
Guideline: Open Water Lifeguard Agency Certification

suspension is effected via written notice to an appropriate agency representative. A letter of suspension shall include details of the reasons and an explanation of how the suspension may be appealed, which shall be via a written letter to the USLA President, with copy to the Certification Committee Chair. This suspension shall be effective for 30 days, during which the National Certification Committee shall be consulted. With concurrence of the National Certification Committee, suspension may be extended an additional 60 days (for a total of 90 days). Within 90 days of suspension, the USLA Board of Directors or, between regular meetings of the Board of Directors, the USLA Executive Board shall review information provided by the Certification Committee Chair, the agency, and any other appropriate sources, and shall render a decision to revoke certification, to reinstate certification, or to take any other appropriate action. A letter of suspension shall include the following language: "As of the date of this letter, you are no longer operating as a certified and approved USLA agency. All rights and privileges accompanying USLA certification have been suspended until further notice. You are instructed to remove all USLA signs, symbols and/or certification documents from public view."

- 1.12. The collection and publication of national lifesaving statistics is a critical service of USLA. The submission of annual statistics to USLA for each calendar year by March 1 of the following year is a requirement for any agency to achieve and maintain certification. This can be accomplished by mail or via the USLA website (www.usla.org). In the case of certified agencies which do not report their statistics by that date, a letter will be sent advising that failure to provide statistics within 30 days will result in suspension until and unless compliance with this requirement is achieved. That suspension will not require the procedures listed in #11 above, except that the Chair of the Certification Committee will send a letter of suspension and suspension shall be effective until a valid statistical report is received by USLA for the year in question.

2. USLA Certification Officer

- 2.1. Certification Officers are the persons primarily responsible for evaluating whether an applying agency adheres to the recommended guidelines of USLA at either the minimum or advanced level. Certification Officers then make recommendations to the national Certification Committee, which recommends approval or disapproval to the USLA Board of Directors. Certification Officers serve without compensation. The following are the criteria under which a Certification Officer may be appointed.
 - 2.1.1. Membership -- A candidate must be a current voting member of USLA.
 - 2.1.2. Lifesaving Experience -- A candidate must have a minimum of 4,000 hours experience as an open water lifeguard.
 - 2.1.3. Supervisory/Instruction Experience -- It is recommended, but not required, that a candidate for the position of Certification Officer have supervisory experience in an open water lifeguard agency and/or experience as an instructor in an open water lifeguard agency.
 - 2.1.4. Summary of Qualifications -- A candidate must compile a resume detailing qualifications.

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- 2.1.5. Nomination -- A candidate must be recommended for appointment by the Regional Council.
- 2.1.6. Appointment -- The USLA President shall have the sole discretion for appointment of a Certification Officer once nominated by a Regional Council. It is recommended that the President attempt to balance the need for an adequate number of Certification Officers from each region against the administrative burden posed by having more than is necessary.
- 2.1.7. Term of Appointment -- Appointments shall be for no more than two years, at which time a candidate may be reappointed under the same terms as for initial appointment.
- 2.1.8. Certification -- No Certification Officer may certify an agency with which the Certification Officer is currently affiliated.

3. Open Water Lifeguard Instructor

- 3.1. The following are standards for instructors of open water lifeguard training programs. These are the standards for lead instructors. This does not preclude the use of assistants, field training officers or others who do not meet these standards. Open Water Lifeguard Instructors are directly responsible for ensuring that standards are met and that all training modules are taught by persons with proper credentials.

Standards To Be Met and Maintained Include:

- 3.1.1. Work Experience -- Must have worked a minimum cumulative total of 1,000 hours of employment compiled in no fewer than three seasons as a seasonal open water lifeguard or a full time open water lifeguard at a lifeguard agency which meets the standards of USLA. (Agencies applying for initial certification may need to request a waiver from this requirement.)
- 3.1.2. Education -- Must possess a high school diploma or equivalency certificate.
- 3.1.3. Medical Aid Certification -- Must be currently certified by an agency recognized by the Federal Government or the state government in the state of employment to instruct any medical aid or CPR course provided to trainees by the employing agency or must ensure that a person so certified is responsible for providing such training.

Additional Standards for Advanced Agency Certification Include:

- 3.1.4. Work Experience -- Must have worked a minimum cumulative total of 2,000 hours of employment compiled in no fewer than five seasons as a seasonal lifeguard or above at a lifeguard agency certified as meeting the minimum standards of USLA.
- 3.1.5. Training Experience -- At least two seasons experience as an instructor or assistant instructor of a program which meets the minimum standards for USLA certification.
- 3.1.6. Scuba Certified -- Certified as a scuba diver by a nationally recognized certifying agency.

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4. Seasonal Open Water Lifeguard

- 4.1. A Seasonal Open Water Lifeguard is a lifeguard employed part time, whether hourly or seasonally. For lifeguard agencies which provide services seasonally, the only employees are usually seasonal. Therefore, these agencies are not required to meet standards for Full Time Open Water Lifeguards.

Standards To Be Met and Maintained Include:

- 4.1.1. Age – A minimum of 16 years of age.
- 4.1.2. Swimming Ability – Demonstrates an ability to swim 500 meters (550 yards), without equipment that enhances buoyancy or propulsion, over a measured course in ten minutes or less. The annual swim standard must be met before returning to lifeguard duties. USLA requires that each applying agency have a written policy in place detailing its required swim test. The policy may, for example, be published in a policy manual or included in an official job announcement and must make clear that this is a standard that must be met and maintained by all lifeguards.
- 4.1.3. Health & Fitness – Possesses adequate vision, hearing acuity, physical ability and stamina to perform the duties of an open water lifeguard as documented by a medical doctor, or the doctor's designated physician's assistant or ARNP (advanced registered Nurse Practitioner).
- 4.1.4. Medical Aid Certification – Certified as having successfully completed a medical aid course accepted by the Federal Government or by the state government in the state of employment. Total formal medical aid training, including the certified medical aid course (but not the CPR course), shall be no less than 21 hours. The United States Lifesaving Association accepts the following courses, supplemented by additional training, as necessary, to meet the 21-hour requirement:
- 4.1.4.1. A medical aid course accepted by the Federal Government or by the state government in the state of employment, which meets the curriculum requirements of either Emergency Medical Technician or Emergency Medical Responder as detailed in the National Emergency Medical Services Education Standards published by the National Highway Traffic Safety Administration.
- 4.1.4.2. American Red Cross – Emergency Medical Responder
- 4.1.4.3. American Safety and Health Institute – Emergency Medical Responder
- 4.1.4.4. American Safety and Health Institute – Advanced First Aid
- 4.1.4.5. American Red Cross – First Aid for Public Safety Personnel
- 4.1.4.6. American Red Cross – Responding to Emergencies
- 4.1.4.7. A course approved by California EMS authorities which complies with California Administrative Code Title 22, Division 9, Chapter 1.5

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(First Aid and CPR Standards and Training for Public Safety
Personnel)

- 4.1.5. CPR Certification – Currently certified as having successfully completed a course in providing one person adult, two person adult, child and infant cardiopulmonary resuscitation (CPR), including obstructed airway training; AED, BVM, and use of barrier devices, accepted by the Federal Government or by the state government in the state of employment (basic life support for healthcare providers).
- 4.1.6. Training – Certified as successfully completing a course consisting of a total of not less than 40 hours in open water lifesaving which meets the curriculum requirements of the United States Lifesaving Association. This shall not include the minimum training hours required for medical aid or CPR.
- 4.1.7. Scuba Training – Any lifeguard who will be required to utilize scuba in the course of employment must, at a minimum, be certified as a scuba diver at the basic level by a nationally recognized certifying agency.
- 4.1.8. Strength & Stamina – Successfully completes a pre-employment test demonstrating adequate physical strength and stamina to perform the duties of an open water lifeguard.

Additional Standards for Advanced Agency Certification Include:

- 4.1.9. Medical Aid Certification – Certified as an Emergency Medical Technician or an Emergency Medical Responder (see prior section for EMR course options).
- 4.1.10. Training – Certified as successfully completing a course consisting of a total of not less than 48 hours in open water lifesaving which meets the curriculum requirements of the United States Lifesaving Association. This shall not include the minimum training hours required for medical aid or CPR.

5. Full Time Open Water Lifeguard

- 5.1. A Full Time Open Water Lifeguard, also known as a Permanent Open Water Lifeguard, is a lifeguard appointed to a full time, year round position as a lifeguard at an open water beach, who has successfully completed a probationary period. A probationary full time open water lifeguard must, at a minimum, meet the minimum standards of a Seasonal Open Water Lifeguard during the probationary period.

Standards To Be Met and Maintained Include:

- 5.1.1. Experience – Must have worked no less than 1,000 hours as an open water lifeguard at the beaches of the hiring agency.
- 5.1.2. Age – A minimum of 18 years of age.
- 5.1.3. Education – Must possess a high school diploma or equivalency certificate.
- 5.1.4. Swimming Ability – Demonstrates an ability to swim 500 meters (550 yards), without equipment that enhances buoyancy or propulsion, over a measured course in ten minutes or less. Demonstrates an ability to successfully perform an open water rescue. USLA requires that each applying agency have a written

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policy in place detailing its required swim test. The policy may, for example, be published in a policy manual or included in an official job announcement and must make clear that this is a standard that must be met and maintained by all lifeguards.

- 5.1.5. Health & Fitness – Possesses adequate vision, hearing acuity, physical ability and stamina to perform the duties of an open water lifeguard as documented by a medical doctor, or the doctor's designated physician's assistant or ARNP (advanced registered Nurse Practitioner).
- 5.1.6. Medical Aid and CPR Certification – A medical aid course accepted by the Federal Government or by the state government in the state of employment, which meets the curriculum requirements of either Emergency Medical Technician or Emergency Medical Responder as detailed in the National Emergency Medical Services Education Standards published by the National Highway Traffic Safety Administration. (See the Seasonal Open Water Lifeguard section for EMR course options.)
- 5.1.7. Training – Certified as successfully completing a course consisting of a total of not less than 48 hours in open water lifesaving which meets the curriculum requirements of the United States Lifesaving Association. This shall not include the minimum training hours required for medical aid and CPR.
- 5.1.8. Scuba Training – Any lifeguard who will be required to utilize scuba in the course of employment must, at a minimum, be certified as a scuba diver at the basic level by a nationally recognized certifying agency.
- 5.1.9. Strength & Stamina – Demonstrates the ability, through a test of strength and stamina, to perform the rigorous physical duties of an open water lifeguard.

Additional Standards for Advanced Agency Certification Include:

- 5.1.10. Medical Aid and CPR Certification – Certified as an Emergency Medical Technician.

6. Recurring Training

- 6.1. Recurring training is essential to ensuring that personnel maintain adequate levels of knowledge and fitness to continue to perform lifesaving tasks. In addition to maintaining the minimum standards necessary for the position, employees should be provided drills and formal training to ensure high levels of performance.

Standards for Recurring Training:

- 6.1.1. Daily Physical Training - Employees are provided daily opportunities, conditions permitting, for activities such as swimming, rescue board training and running.
- 6.1.2. Annual Rescue Skills Training - Subsequent to initial training being provided, employees are provided a minimum of 16 hours per year in formal training.

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Additional Standards for Recurring Training for Advanced Agency Certification:

- 6.1.3. Regular Drills - Drills are conducted such as mock rescues and other emergencies at least once per month which allow each employee some degree of participation.

7. Minimum Equipment Standards

7.1. Rescue

- 7.1.1. At least one rescue floatation device (RFD) for each lifeguard on duty.
- 7.1.2. Mask(s), snorkel(s), and swim fins readily accessible to mount an underwater search and rescue, as appropriate.
- 7.1.3. Binoculars readily accessible in the beach area, and in each main tower and emergency vehicle.
- 7.1.4. Marker buoy(s) readily accessible for submerged victim search and rescue.
- 7.1.5. Swim fins for rescue purposes readily accessible to lifeguards as appropriate according to local conditions.

7.2. Medical

- 7.2.1. A medical aid kit adequate to treat minor injuries at each staffed lifeguard post.
- 7.2.2. A medical aid kit adequate to treat both minor and major medical emergencies at each beach area.
- 7.2.3. Equipment to protect against bloodborne pathogens consistent with OSHA requirements.
- 7.2.4. Spinal stabilization equipment, including spineboard, head and neck immobilization devices, and fastening devices readily accessible at each beach area.
- 7.2.5. Oxygen readily accessible at each staffed beach area, with all lifeguard personnel trained in its use.
- 7.2.6. A cardiac defibrillator¹ (or defibrillators) readily accessible at each staffed beach area, with personnel trained in its use (highly recommended for all agencies, required to achieve advanced certification or advanced recertification after January 1, 2004).

7.3. Communications

- 7.3.1. Equipment for lifeguards to communicate with the public at a distance (ex: whistles, megaphone(s), air horn(s), etc.)
- 7.3.2. Two-way radios or similar equipment for lifeguard to lifeguard communication.
- 7.3.3. Equipment for lifeguards to immediately activate local emergency medical services (EMS).

¹ Automatic external defibrillator (AED) or semi-automatic defibrillator

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7.4. Personnel Needs

- 7.4.1. Lifeguards are required to wear an easily identifiable uniform, denoting the wearer as a trained rescuer (ex: "Lifeguard," "Beach Patrol," "Marine Safety") and denoting the employing agency.
- 7.4.2. Sunscreen for all lifeguard personnel.
- 7.4.3. Reasonable equipment to protect lifeguards from sun exposure.

7.5. Record Keeping and Reporting

- 7.5.1. A system for documenting lifeguard activities, consistent with USLA standards, with annual statistical data reported to the USLA statistics coordinator by March 1 of each year.

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Resource Material

Required for All Students:

- The Open Water Lifesaving – The United States Lifesaving Association Manual (3rd Edition), B. Chris Brewster (Ed.), Pearson Education, Inc., 2017

Recommended:

- USLA/NOAA Rip Current Safety Toolkit, www.usla.org/riptoolkit
- Chapman Piloting and Seamanship, (68th Edition), Hearst, 2017
- Emergency Care and Transportation of the Sick and Injured, (11th Edition), Jones & Bartlett, 2016
- Emergency Medical Response Textbook, American Red Cross, 2017
- EMR Candidate Handbook, National Registry of Emergency Medical Technicians, 2018
- FEMA Incident Command System, (online courses), Federal Emergency Management Agency, 2018, www.fema.gov/incident-command-system-resources
- Swiftwater Rescue, (2nd Edition), Slim Ray, CFS Press, 2013
- Swiftwater Rescue Field Guide, Slim Ray, CFS Press, 2002
- Technical Rescue Development Program and EMS Safety Techniques and Applications, U.S. Fire Administration, 2013
- Waves and Beaches: The Dynamics of the Ocean Surface, Willard Bascom, Anchor Doubleday, 1980
- Waves, Fredric Raichlen, MIT Press, 2013

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Required Course Curriculum

Terms

Identify means provide a full explanation to students and take steps to validate their comprehension and retention.

Demonstrate means show students how to accomplish the skill and ensure that they can adequately demonstrate an ability perform it.

I. Basic Rescue

Knowledge Objectives

1. Identify the importance of a lifeguard maintaining a position of safety when effecting a rescue.
2. Identify the appropriate method of entry for various types of water conditions, including, if applicable to the agency's beaches:
 - a) Shallow water
 - b) Deep water
 - c) Unfamiliar water
 - d) Surf
3. Identify the characteristics of a proper approach to a victim.
4. Identify considerations when making contact with a victim.
5. Identify the appropriate victim approach for different rescue situations: front surface, rear surface or underwater.
6. Identify the value of a cross-chest tow, modified cross-chest tow, or armpit tow for a given rescue situation.
7. Identify appropriate methods of lifting and removing a victim from the water.
8. Identify the priority of resuscitation over removal of a victim from the water.
9. Identify defenses and escapes from a panicked victim.
10. Identify the advantages of using swim fins during rescues.
11. Identify the advantages and disadvantages of reaching, wading, and throwing assists.
12. Identify the need to assess for spinal injury prior to effecting a rescue or moving a victim.

Skill Objectives

1. Demonstrate the shallow water dive and porpoising.
2. Demonstrate the heads-up breast stroke and heads-up crawl stroke.
3. Demonstrate the front surface approach, rear surface approach, and submerged victim approach.
4. Demonstrate the cross-chest tow, modified cross-chest tow, or armpit tow.
5. Demonstrate appropriate methods of lifting and removing a victim from the water.
6. Demonstrate defenses and escapes from a panicked victim or victims.
7. Demonstrate the donning and use of swim fins.
8. Demonstrate donning and clearing of mask and snorkel.

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9. Demonstrate a surface dive and recovery of a minimum 150 pound victim from a depth of at least ten feet of water.
10. Demonstrate proper spinal injury management during a rescue.

II. Professional Lifeguarding

Knowledge Objectives

1. Identify the primary and additional functions of a lifeguard.
2. Identify the need for policies and standard procedures.
3. Explain the role of public relations in lifeguarding.
4. Identify appropriate methods of communicating with the public.
5. Identify functions of tower systems, particularly those used by the employing agency.
6. Identify the uses of mobile vehicle support if used by the agency.
7. Identify the uses of both motorized and non-motorized vessel support.
8. Identify the correct way to interface with other local safety agencies including ambulance services, police, and rescue personnel. Identify the emergency operation plan (EOP) to summon and utilize these agencies when needed.
9. Identify the importance of equipment maintenance.
10. Identify factors which increase the risk of legal action.
11. Identify the purpose of uniforms.
12. Identify the importance of in-service training.
13. Identify the need for skin and eye protection from environmental exposure.
14. Identify the risks of personal injury to lifeguards posed by trauma and biohazards, particularly during training and rescue responses.
15. Identify methods of promoting personal safety through use of wetsuits and other protective gear, and the use of rescue equipment and victims as buffers from sources of injury.
16. Identify the need for and methods to access back-up in emergencies.

III. Environmental Conditions

Knowledge Objectives

1. Identify the various types of waves and the forces effecting their formation if the agency serves a beach with wave action.
2. Identify the characteristics and means of recognizing the types of currents experienced in the waters served by the agency.
3. If rip currents are present at beaches served by the agency, identify each of the various types of rip currents.
4. Identify the hazards associated with the following which are present at beaches served by the agency:
 - a) Rip currents
 - b) Longshore currents
 - c) Tidal currents
 - d) River currents
 - e) Inshore holes
 - f) Rocks
 - g) Reefs
 - h) Lightning

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- i) Offshore winds
- j) Bottom contours and composition
- k) Jetties and piers
- l) Sand collapse

IV. Communications

Knowledge Objectives

1. Identify the basic functions of a communications system.
2. Identify the usefulness and limitations of the following means of communication:
 - a) Personal contact
 - b) Whistle
 - c) Flags
 - d) Telephones and intercoms
 - e) Two-way radio
 - f) Public address systems
 - g) Megaphones
 - h) Hand signals
 - i) Signs
3. Identify the following arm signals from a lifeguard in the water:
 - a) Assistance required
 - b) Resuscitation required
 - c) Missing swimmer (Code X)
 - d) All clear (OK)
4. Identify the following arm signals from a lifeguard on shore:
 - a) Return to the beach
 - b) Go farther out
 - c) Go left
 - d) Go right
 - e) Stay there (or search there)
5. Identify the diver flag.
6. Identify the signs used by the employing agency.
7. Identify appropriate phone procedures.
8. Identify appropriate two-way radio procedures
 - a) Internal radio procedures
 - b) Radio procedures with other agencies

Skill Objectives

1. Demonstrate all methods of inter-lifeguard communication used by the agency including:
 - a) Hand/arm signals
 - b) Whistle systems
 - c) Two-way radios
 - d) Telephones
2. Demonstrate all methods of lifeguard to swimmer communications used by the agency including:
 - a) Personal contact

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- b) Whistle
- c) Public address systems
- d) Megaphones

V. Records and Reporting

Knowledge Objectives

1. Identify the need for precision in keeping written records.
2. Identify important details which should be included in an accident report.
3. Identify the importance of incident and activity reports as legal documents.
4. Identify the need for keeping accurate statistics on agency activities.
5. Identify the value of annual reporting of agency statistics to the USLA

VI. Preventive Lifeguarding

Knowledge Objectives

1. Identify ways to recognize potential victims and proper water scanning techniques.
2. Identify hazards, such as the following, which are experienced at the locale of the employing agency:
 - a) Calm and rough water
 - b) Cold water
 - c) Jetties
 - d) Piers
 - e) Storm drains
 - f) Rocks
 - g) Reefs
 - h) Creeks or streams
 - i) Rip currents and other water currents
 - j) Water animals, particularly those which can cause harm
 - k) Surf
3. Identify indications and signals of distress from:
 - a) Motorized boats
 - b) Sailboats
 - c) Divers
 - d) Surfers, including stand-up-paddleboarders, sailboarders, and kitesurfers
4. Identify the value of an offshore platform in management of a swimming crowd and identification of victims in distress.

VII. Rescue Techniques and Procedures

Knowledge Objectives

1. Identify the usefulness and limitations of the rescue tube and rescue buoy in the following situations:
 - a) Unconscious victim
 - b) Multiple victim rescue
 - c) Defense against a panicked victim
 - d) In-water ventilations
2. Identify the usefulness and limitations of the rescue paddleboard in the following situations:

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- a) Long distance rescue
- b) Multiple victim rescue
- c) Rough water or high surf rescue
- d) Providing ventilations on a rescue board
- 3. Identify considerations when utilizing a helicopter for a rescue.
- 4. Identify considerations when assisting a disabled vessel and the passengers thereof.
- 5. Identify considerations of the following rescue situations where they may develop on beaches served by the employing agency:
 - a) Rescue from a pier
 - b) Rescue from rock areas
 - c) Rescue of a scuba diver
 - d) Rescue of victims in a rip current
 - e) Rescue of victims in various surf conditions
- 6. Identify the benefits, limitations and proper methods of motorized and non-motorized vessels for the following tasks:
 - a) Preventive lifeguarding
 - b) Calm water rescue
 - c) Rough water rescue
 - d) Multiple victim rescue
 - e) Victim transport
 - f) Victim resuscitation and CPR
 - g) Identify the usefulness and limitations of the landline, if used by the employing agency

Skill Objectives

- 1. Demonstrate the use of the rescue tube or rescue buoy for the following situations:
 - a) Conscious victim
 - b) Unconscious victim
 - c) Panicked victim
 - d) In-water ventilations
 - e) Multiple victims
- 2. Demonstrate the use of the rescue paddleboard in the following situations:
 - a) Conscious victim
 - b) Unconscious victim
 - c) Providing ventilations on a rescue board
 - d) Multiple victims

VIII. Medical Aid in the Aquatic Environment

Knowledge Objectives

- 1. Identify conditions which warrant suspicion of spinal injuries.
- 2. Identify methods of handling suspected spinal injuries.
- 3. Identify the symptoms and treatments for the following injuries or medical problems:
 - a) Resuscitation of drowning victims
 - b) Injuries from aquatic life common to your area
 - c) Cold water injuries

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Skill Objective

1. Demonstrate methods for safely extricating a person with suspected spinal injuries from distress.

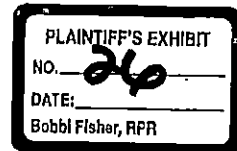
IX. Search and Recovery

Knowledge Objectives

1. Identify methods for establishing landmarks in searches for submerged victims.
2. Identify the usefulness and limitations of the parallel, fan, and circular search patterns.
3. Identify the usefulness and limitations of the use of mask, fins, and snorkel in search and rescue operations.
4. Identify the usefulness and limitations of scuba in search and rescue operations.
5. Identify considerations in body recovery.
6. Identify line and shore signals for search and recovery.
7. Identify the use of cross-bearings in fixing the "last known point" of the victim.

Skill Objectives

1. Demonstrate a parallel, fan, and circular search.
2. Demonstrate the use of cross-bearings and marker buoys.



Sean M. Ervin

From: John Pedersen
Sent: Monday, August 29, 2016 9:27 AM
To: george
Subject: RE: Water Safety

Thanks George!

From: george [mailto:george@lacksoutdoorfurniture.com]
Sent: Monday, August 29, 2016 9:26 AM
To: John Pedersen
Subject: RE: Water Safety

I will be attending.

George Lack

From: John Pedersen [mailto:JPedersen@cityofmyrtlebeach.com]
Sent: Saturday, August 27, 2016 4:32 PM
To: johnsbeachservice@sc.twcbc.com; george@lacksoutdoorfurniture.com
Cc: skeeternashmb@gmail.com; Pete Pearce <pete.pearce@breakers.com>; ewal1936@aol.com; thudith@gmail.com; pg.winstead@gmail.com; Gordon Hirsch <ghirsch@sc.rr.com>; stevet@nativesons.com; Warren Gall <WGall@cityofmyrtlebeach.com>; Phillip Cain <PCain@cityofmyrtlebeach.com>; Henry M. Hickman <HHickman@cityofmyrtlebeach.com>; Ian Maxwell <IMaxwell@cityofmyrtlebeach.com>; Tom Gwyer <TGwyer@cityofmyrtlebeach.com>; Amy Prock <ASianley@cityofmyrtlebeach.com>; Alvin Payne <APayne@cityofmyrtlebeach.com>; Joey Crosby <JCrosby@cityofmyrtlebeach.com>; Tom Ellenburg <TEllenburg@cityofmyrtlebeach.com>; Jennifer Stanford <jstanford@cityofmyrtlebeach.com>
Subject: Water Safety

Good afternoon gentlemen. I hope that you are having a good weekend.

As you know City Council has asked that staff and the Beach Advisory Committee to recommend some measures to improve the level of safety on the beach. Jennifer will be working with Skeeter to set up a time for the Committee to begin those discussions.

I have absolutely no interest in [REDACTED], or in doing business with any new companies, but I do think we have outgrown the current model of having the lifeguards handle rentals as well as beach safety. I'd like to begin discussions with you on what it would cost the City on a per stand basis to pay you to add extra staff to handle the rentals. The intent of this request is that it not cost you any more or any less than it does now.

In advance of the Committee meeting can meet Tuesday at 3:00 to discuss?

Thank you both.

John

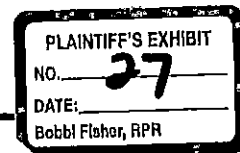
*** WARNING *** All e-mail correspondence to and from this address may be subject to public disclosure under the South Carolina Freedom of Information Act(FOIA). 2007

660

Abel-CMB000005

ROA_02190

Crystal Edwards



From: Philip Cain
Sent: Thursday, August 9, 2018 8:36 PM
To: Mark Kruea; Amy Prock; Marty Brown; Tom Gwyer; Brian J. Mitchell; Tod O'Briant
Cc: John Pedersen; Ron Andrews; Fox Simons; Mike Shelton; Bruce Boulineau; Kaycey Vrettos; Chasity Pendergrass; Sandra Zanfini
Subject: Re: lifeguard complaint

I have forwarded this to Lacks BS for them to look into and address.

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

From: Mark Kruea <[REDACTED]>
Date: 8/9/18 8:19 PM (GMT-05:00)
To: Philip Cain <[REDACTED]>, Amy Prock <[REDACTED]>, Marty Brown <[REDACTED]>, Tom Gwyer <[REDACTED]>, "Brian J. Mitchell" <[REDACTED]>, Tod O'Briant <[REDACTED]>
Cc: John Pedersen <[REDACTED]>, Ron Andrews <[REDACTED]>, Fox Simons <[REDACTED]>, Mike Shelton <[REDACTED]>, Bruce Boulineau <[REDACTED]>, Kaycey Vrettos <[REDACTED]>, Chasity Pendergrass <[REDACTED]>, Sandra Zanfini <[REDACTED]>
Subject: FW: lifeguard complaint

All...

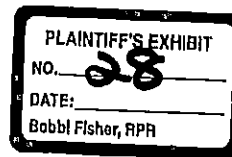
This person called today about a lifeguard who spent six minutes talking with a customer, rather than watching the water. It was at Sea Crest in the 800 block of South Ocean Boulevard. He called here, and I spoke with him directly about this, which is how we got to the email stage of things. While he was pleasant with me, he obviously planned to share this on YouTube from the get-go. He said other families on the beach were disturbed by the lifeguard's lack of attention to the water. See his YouTube link to the video, below, and my initial email to him. Will you follow-up with the lifeguard service and see what's up with this, please? I'd like to be able to reply back to him with some sort of information, although I doubt it will change his decision to post this on the Internet along with this comment:

Published on Aug 9, 2018

FAMILIES BEWARE - MYRTLE BEACH. If you visit Myrtle Beach beware that many of the 'Life Guards' are actually 'Sales Men/Women' employed by a private company. These 'Life Guards' are actually only there to rent beach chairs/umbrellas at upwards of \$100 a day. Their main concern is not the safety of your loved ones.

Thanks,
Mark

From: Casey Tritt [mailto:[REDACTED]]
Sent: Thursday, August 09, 2018 7:47 PM
To: Mark Kruea
Subject: Re: lifeguard complaint



SURF SCHOOL 2018

Lack's Beach Service / Central Beach Service / North Beach Service / South Strand
Beach Service / Marlott

Surf schools will be held Tuesday, Wednesday and Thursday of each week. Lack's will be held on Wednesday at the Lack's warehouse or the Pebble Beach. South and Central will be held on Tuesday at the Lack's warehouse or the Pebble Beach. North Beach will be held on Thursday at the North Beach Station or at the Hilton Beach Access. Every surf school will begin with a CPR review. Every guard must attend each week. Surf school will begin in the middle of May and continue every week until the end of August.

Schedule for the season:

[REDACTED]

Equipment needed: 4-5 BVM masks, guards bring their buoys, cones.

- A. CPR Review – Groups of 4; victim, bagger, compressor, holder
- B. ABS Rescues, Exits and Entries
Groups of 4: one victim and 3 rescuers. Everyone will rotate until each person has completed each task. Guards will learn to check the current to determine proper entry point to perform a successful rescue.

[REDACTED]

Equipment needed: BVM's, buoys, cones

- A. CPR Review
- B. Multiple Victim Rescue – 2-3 (depending on amount of guards in attendance).
Veteran guard will demonstrate while Training Officer explains what is happening.
Secondary Rescuer will enter water (after Primary has victims).
Groups of 2 (Rescuers) will rotate until everyone has performed necessary tasks. Victims will remain the same for entire surf school (veteran guards). *Check the current

Abel-CMB000307

Equipment needed: BVM's, backboards

- A. CPR Review
- B. Spinal Injury management - what to do in case of on-land spinal
- C. Spinal Injury Surf line - what to do in case of in-water spinal

Equipment needed: 4-5 BVM masks, guards bring their buoys, cones.

- A. CPR Review - Groups of 4; victim, bagger, compressor, holder
- B. ABS Rescues, Exits and Entries
Groups of 4: one victim and 3 rescuers. Everyone will rotate until each person has completed each task. Guards will learn to check the current to determine proper entry point to perform a successful rescue.

Equipment needed: BVM's, buoys, cones

- A. CPR Review
- B. Multiple Victim Rescue - 2-3 (depending on amount of guards in attendance).

Veteran guard will demonstrate while Training Officer explains what is happening.

Secondary Rescuer will enter water (after Primary has victims).

Groups of 2 (Rescuers) will rotate until everyone has performed necessary tasks. Victims will remain the same for entire surf school (veteran guards). *Check the current

[REDACTED]
June 11 – Classroom (Forest brook Elementary)
June 12 – Pebble Beach – State Pak
June 13 – Pebble Beach – State Park
June 14 – Pebble Beach – State Park

[REDACTED]
[REDACTED]
Equipment needed: BVM's, First Aid supplies (roll-up and triangle bandages, vinegar, ice packs, heat packs and standard first aid kit supplies).

- A. CPR Review
- B. First Aid Stations: Bandaging, Assessment (Conscious and Unconscious), Heat related emergencies.

[REDACTED]
[REDACTED]
Scheduled with RN Debby Borst – Hepatitis B shots if needed.
Pizza provided afterwards!!!

[REDACTED]
[REDACTED]
Equipment needed: BVM's, stop watch, cones, back boards
A. CPR Review
B. Ocean swim – water and popsicles afterwards!!!

[REDACTED]
[REDACTED]
Equipment needed: BVM's, buoys
A. CPR review
B. Unconscious victim rescue – veteran guards will demonstrate as training officers explain.
Groups of 3-5 depending upon amount of lifeguards in attendance.

Abel-CMB000309

[REDACTED]
[REDACTED]

Equipment needed: Paddle boards, cones, stop watch
Pizza provided afterwards!!!

[REDACTED]
[REDACTED]

Equipment needed: BVM's, buoys

- A. CPR Review
- B. Search and Rescue – deep and surf line. Groups of 5+

[REDACTED]
[REDACTED]

Equipment needed: BVM's, stop watch, cones, back boards

- A. CPR Review
- B. Ocean swim – water and popsicles afterwards!!!

[REDACTED]
[REDACTED]

Equipment needed: BVM's, buoys, cones

- A. CPR Review
- B. Multiple Victim Rescue – 2-3 (depending on amount of guards in attendance).

Veteran guard will demonstrate while Training Officer explains what is happening.

Secondary Rescuer will enter water (after Primary has victims).

Groups of 2 (Rescuers) will rotate until everyone has performed necessary tasks. Victims will remain the same for entire surf school (veteran guards). *Check the current

Abel-CMB000310



16. Warehouse activity due the whether

- Videos (Rip Currents, drowning)
- CPR and First Aid
- Company management Issues
- Review of spinals and first aid
- Preventive Lifeguarding and Surveillance Review

In the event of rain/lightning for a number of weeks the schedule will be modified.

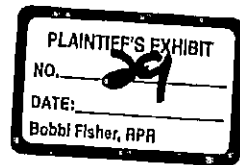
The Log of Surf School activities is available at the office upon request and Training Officers Martina Jedlicka and Libor Jedlicka will keep records of in-service training sessions.

Rookie School Training – 4 days of training for novices – will be held at Forestbrook Elementary school (classroom) and at Myrtle Beach State Park pier at the beginning of June, 2018 – depending on arrival dates of guards.

If you have any further questions please contact:

Martina Jedlicka - 843-283-2470 (martina@lacksbeachservice.com)

Abel-CMB000311



Bartlett Bule, CPA, P.A.
New Employee Setup Form

Rehire → LBS

*Boxed area is <u>MANDATORY</u> for State New Hire Reporting Incomplete information could result in a PENALTY to Employer from the State Agency			
*First Name <u>KACPER</u>		*MI <u></u>	*Last Name <u>Palacz</u>
*Address <u>UL. DEUGA</u>			
*City <u>MUROWANA GOSLINA</u>	*ST <u>POLAND</u>	*Zip Code <u>62-095</u>	
*Phone <u>702-861-9578</u>	Department <u>Lack's Beach Service</u>	Job Title <u></u>	
*Social Security # <u>[REDACTED]</u>	*Date of Hire <u>5-21-2018</u>	*Date of Birth <u>[REDACTED] 1999</u>	
Hourly Rates		Salary	
Rate 1: <u></u>		Salary: \$ <u></u>	
Rate 2: <u></u>		Per Pay Period <u></u>	
Rate 3: <u></u>			
Employment Status (Check Box)			
☐ Full Time ☐ Seasonal			
☐ Part Time ☐ Rehire			
☐ J-1 Visa ☐ R-2B Visa			
Deductions	Amount	Circle One	Deduction Frequency
401K Deduction	<u></u>	% or Flat Amt	Per Payroll Period
Child Support	<u></u>	% or Flat Amt	Per Payroll Period
Garnishment	<u></u>	% or Flat Amt	Per Payroll Period
* Child Support and Garnishments Require Copies of Court Orders.			
Required Paperwork			
W-4 Attached ☐			
I - 9 Attached ☐			
ID 1 Attached ☐			
ID 2 Attached ☐			
Single/Married/M WH Single Rate		# of Exemptions	
Federal Withholding <u></u>		<u></u>	
State Withholding <u></u>		<u></u>	
Additional Withholding Amount <u></u>			
Direct Deposit Information - Please use the Direct Deposit Authorization Form.			

Bartlett Bule Payroll Processing Use Only

Changes Made	Date	Initials
Changes Not Made	Date	Initials
Reason Not Made		

Wolde_Jaworski_Employment_0001

ROA_02197

Form W-4 (2018)

Future developments. For the latest information about any future developments related to Form W-4, such as legislation enacted after it was published, go to www.irs.gov/FormW4.

Purpose. Complete Form W-4 so that your employer can withhold the correct federal income tax from your pay. Consider completing a new Form W-4 each year and when your personal or financial situation changes.

Exemption from withholding. You may claim exemption from withholding for 2018 if both of the following apply.

• For 2017 you had a right to a refund of all federal income tax withheld because you had no tax liability, and

• For 2018 you expect a refund of all federal income tax withheld because you expect to have no tax liability.

If you're exempt, complete only lines 1, 2, 3, 4, and 7 and sign the form to validate it. Your exemption for 2018 expires February 15, 2019. See Pub. 505, Tax Withholding and Estimated Tax, to learn more about whether you qualify for exemption from withholding.

General Instructions

If you aren't exempt, follow the rest of these instructions to determine the number of withholding allowances you should claim for withholding for 2018 and any additional amount of tax to have withheld. For regular wages, withholding must be based on allowances you claimed and may not be a flat amount or percentage of wages.

You can also use the calculator at www.irs.gov/W4App to determine your tax withholding more accurately. Consider

using this calculator if you have a more complicated tax situation, such as if you have a working spouse, more than one job, or a large amount of nonwage income outside of your job. After your Form W-4 takes effect, you can also use this calculator to see how the amount of tax you're having withheld compares to your projected total tax for 2018. If you use the calculator, you don't need to complete any of the worksheets for Form W-4.

Note that if you'll have too much tax withheld, you will receive a refund when you file your tax return. If you have too little tax withheld, you will owe tax when you file your tax return, and you might owe a penalty.

Filters with multiple jobs or working spouses. If you have more than one job at a time, or if you're married and your spouse is also working, read all of the instructions including the instructions for the Two-Earners/Multiple Jobs Worksheet before beginning.

Nonwage income. If you have a large amount of nonwage income, such as interest or dividends, consider making estimated tax payments using Form 1040-ES, Estimated Tax for Individuals.

Otherwise, you might owe additional tax. Or, you can use the Deductions, Adjustments, and Other Income Worksheet on page 3 of the calculator at www.irs.gov/W4App to make sure you have enough tax withheld from your paycheck. If you have pension or annuity income, see Pub. 505 or use the calculator at www.irs.gov/W4App to find out if you should adjust your withholding on Form W-4 or W-4P.

Nonresident alien. If you're a nonresident alien, see Notice 1392, Supplemental Form W-4 Instructions for Nonresident Aliens, before completing this form.

Specific Instructions

Personal Allowances Worksheet

Complete this worksheet on page 3 first to determine the number of withholding allowances to claim.

Line C: Head of household please note: Generally, you can claim head of household filing status on your tax return only if you're unmarried and pay more than 50% of the costs of keeping up a home for yourself and a qualifying individual. See Pub. 501 for more information about filing status.

Line E: Child tax credit. When you file your tax return, you might be eligible to claim a credit for each of your qualifying children. To qualify, the child must be under age 17 as of December 31 and must be your dependent who lives with you for more than half the year. To learn more about this credit, see Pub. 972, Child Tax Credit. To reduce the tax withheld from your pay by taking this credit into account, follow the instructions on line E of the worksheet. On the worksheet you will be asked about your total income. For this purpose, total income includes all of your wages and other income, including income earned by a spouse, during the year.

Line F: Credit for other dependents. When you file your tax return, you might be eligible to claim a credit for each of your dependents that don't qualify for the child tax credit, such as any dependent children age 17 and older. To learn more about this credit, see Pub. 505. To reduce the tax withheld from your pay by taking this credit into account, follow the instructions on line F of the worksheet. On the worksheet, you will be asked about your total income. For this purpose, total income includes all of

Separate here and give Form W-4 to your employer. Keep the worksheet(s) for your records.

Form W-4 Department of the Treasury Internal Revenue Service		Employee's Withholding Allowance Certificate Whether you're entitled to claim a certain number of allowances or exemption from withholding is subject to review by the IRS. Your employer may be required to send a copy of this form to the IRS.		OMB No. 1545-0074 2018
1 Your first name and middle initial KACPER		2 Last name PALACZ		
3 Home address (number and street or rural route) UL. DUBA 231 9		3 ☐ Single ☐ Married ☐ Married, but withhold at higher Single rate. Note: If married filing separately, check "Married, but withhold at higher Single rate."		
4 City or town, state, and ZIP code MURHANA GOSLINA 62-095		4 If your last name differs from that shown on your social security card, check here. You must call 800-772-1213 for a replacement card. ☐		
5 Total number of allowances you're claiming (from the applicable worksheet on the following pages)		6 \$		
7 I claim exemption from withholding for 2018, and I certify that I meet both of the following conditions for exemption.				
• Last year I had a right to a refund of all federal income tax withheld because I had no tax liability; and • This year I expect a refund of all federal income tax withheld because I expect to have no tax liability.				
If you meet both conditions, write "Exempt" here.				
Under penalties of perjury, I declare that I have examined this certificate and, to the best of my knowledge and belief, it is true, correct, and complete.				
Employee's signature (This form is not valid unless you sign it.)		Date 5-21-2018		
8 Employer's name and address (Employer: Complete boxes 8 and 9 if sending to IRS and complete boxes 8, 9, and 10 if sending to State Director of New Hires.)		9 First date of employment 5-21-2018		10 Employer identification number (EIN)

For Privacy Act and Paperwork Reduction Act Notice, see page 4.

Cat. No. 1022001

Form W-4 (2018)

Wolde Jaworski_Employment_0002



Employment Eligibility Verification
Department of Homeland Security
U.S. Citizenship and Immigration Services

USCIS
Form I-9
OMB No. 1615-0047
Expires 08/31/2019

▶ START HERE: Read instructions carefully before completing this form. The instructions must be available, either in paper or electronically, during completion of this form. Employers are liable for errors in the completion of this form.

ANTI-DISCRIMINATION NOTICE: It is illegal to discriminate against work-authorized individuals. Employers CANNOT specify which document(s) an employee may present to establish employment authorization and identity. The refusal to hire or continue to employ an individual because the documentation presented has a future expiration date may also constitute illegal discrimination.

Section 1: Employee Information and Attestation					
Last Name (Family Name) PALACE		First Name (Given Name) KACPER		Middle Initial	Other Last Names Used (if any)
Address (Street Number and Name) UL. DLUGA 23		Apt. Number 4	City or Town MIRONOWA GOLINA	State POLAND	ZIP Code 62-095
Date of Birth (mm/dd/yyyy) 1994	U.S. Social Security Number	Employee's E-mail Address kacper.palace@gmail.com		Employee's Telephone Number 702-861-9578	

I am aware that federal law provides for imprisonment and/or fines for false statements or use of false documents in connection with the completion of this form.

I attest, under penalty of perjury, that I am (check one of the following boxes):

☐ 1. A citizen of the United States
☐ 2. A noncitizen national of the United States (See instructions)
☐ 3. A lawful permanent resident (Alien Registration Number/USCIS Number):
☒ 4. An alien authorized to work until (expiration date, if applicable, mm/dd/yyyy): Some aliens may write "N/A" in the expiration date field. (See instructions).
Aliens authorized to work must provide only one of the following document numbers to complete Form I-9: An Alien Registration Number/USCIS Number OR Form I-94 Admission Number OR Foreign Passport Number.
1. Alien Registration Number/USCIS Number: OR 2. Form I-94 Admission Number: 255 7926 8056 OR 3. Foreign Passport Number: Country of Issuance:
OR Code - Section 1 Do Not Write In This Space

Signature of Employee <i>Kacper Palace</i>	Today's Date (mm/dd/yyyy) 5-21-2019

Preparer and/or Translator Certification (check one):

☐ I am not a preparer or translator. ☐ I am a preparer or translator. I am a U.S. citizen or a U.S. permanent resident, and I have completed the required training. ☐ I am a preparer or translator. I am a U.S. citizen or a U.S. permanent resident, and I have completed the required training. ☐ I am a preparer or translator. I am a U.S. citizen or a U.S. permanent resident, and I have completed the required training.

I attest, under penalty of perjury, that I have assisted in the completion of Section 1 of this form and that to the best of my knowledge the information is true and correct.

Signature of Preparer or Translator		Today's Date (mm/dd/yyyy)	
Last Name (Family Name)		First Name (Given Name)	
Address (Street Number and Name)		City or Town	State ZIP Code



Employment Eligibility Verification
Department of Homeland Security
U.S. Citizenship and Immigration Services

USCIS
Form I-9
OMB No. 1615-0047
Expires 03/31/2019

Section 2: Employer or Authorized Representative Review and Verification
(Employer or Authorized Representative must physically examine the document(s) presented by the employee and verify the information on the document(s) against the information on the form.)

Employee Info from Section 1	Last Name (Family Name)	First Name (Given Name)	M.I.	Citizenship/Immigration Status

List A Identity and Employment Authorization	OR	List B Identity	AND	List C Employment Authorization
Document Title <u>PASSPORT</u>		Document Title		Document Title <u>SS - CARD</u>
Issuing Authority <u>ROLAND</u>		Issuing Authority		Issuing Authority <u>SS - ADMIN</u>
Document Number		Document Number		Document Number
Expiration Date (if any) (mm/dd/yyyy)		Expiration Date (if any) (mm/dd/yyyy)		Expiration Date (if any) (mm/dd/yyyy)
Document Title		Additional Information		CB Code - Sections 2 & 3 Do Not Write in This Space
Issuing Authority				
Document Number				
Expiration Date (if any) (mm/dd/yyyy)				
Document Title				
Issuing Authority				
Document Number				
Expiration Date (if any) (mm/dd/yyyy)				

Certification: I attest, under penalty of perjury, that (1) I have examined the document(s) presented by the above-named employee, (2) the above-listed document(s) appear to be genuine and to relate to the employee named, and (3) to the best of my knowledge the employee is authorized to work in the United States.

The employee's first day of employment (mm/dd/yyyy): 5-21-2018 (See instructions for exemptions)

Signature of Employer or Authorized Representative <u>Martina Jedlicka</u>	Today's Date (mm/dd/yyyy) <u>5-21-2018</u>	Title of Employer or Authorized Representative <u>Recruiting & Training Officer</u>
Last Name of Employer or Authorized Representative <u>Jedlicka</u>	First Name of Employer or Authorized Representative <u>Martina</u>	Employer's Business or Organization Name <u>LACK'S BEACH SERVICE</u>
Employer's Business or Organization Address (Street Number and Name) <u>531 Robert M. Grissom Pkwy</u>	City or Town <u>Myrtle Beach</u>	State <u>SC</u>
		ZIP Code <u>29577</u>

Section 3: Reverification and Extension of Employment Authorization (Employer or Authorized Representative must physically examine the document(s) presented by the employee and verify the information on the document(s) against the information on the form.)

A: New Name (if applicable) (mm/dd/yyyy)		B: Date of Rehire (if applicable)	
Last Name (Family Name)	First Name (Given Name)	Middle Initial	Date (mm/dd/yyyy)

C: If the employee's previous grant of employment authorization has expired, provide the information for the document of record that establishes continuing employment authorization in the space provided below.

Document Title	Document Number	Expiration Date (if any) (mm/dd/yyyy)

I attest, under penalty of perjury, that to the best of my knowledge, this employee is authorized to work in the United States, and if the employee presented document(s), the document(s) I have examined appear to be genuine and to relate to the individual.

Signature of Employer or Authorized Representative	Today's Date (mm/dd/yyyy)	Name of Employer or Authorized Representative

South Carolina
Terms of Employment Notice

Date of hire: 5-21-2018

Name of Employee <u>KACPER PALACZ</u>		Social Sec. # <u>[REDACTED]</u>
Address <u>61. DLUGA 2314 62-095 MYRTLE BEACH SC 29577</u>		
In compliance with S41-10-30 of the S.C. Code of Laws, 1976, as amended, you are hereby notified of the terms of employment:		
1. Normal hours of work: ☐ full-time ☐ part-time ☒ seasonal (i.e., number or range of hours) per week, day, other, etc _____		
2. Rate of pay: Wages \$ _____; Salary \$ ☒ ; Commissions _____ % Other _____ Bonuses: _____ Expenses: _____		
3. Payday is: <u>WEDNESDAY</u> Weekly ☒ Bi-Weekly _____ Monthly _____ Other _____ Place of payment is <u>531 ROBERT CRISOM PKWY MYRTLE BEACH SC 29577</u> Time of payment is <u>5:00 PM</u> Day of payment is <u>WEDNESDAY</u>		
4. Deductions to be made from wages such as, but not limited to, insurance deductions, documented debts/offsets, etc. (excluding income taxes and FICA): <u>Uniform, Rent, damages, training fees</u>		
Any changes in these terms shall be made in writing and at least seven (7) days before they become effective.		
Additional Terms		
The following terms may be provided at the discretion of the employer in accordance with individual company policy.		
5. Vacation policy is: <u>N/A</u>		
6. Paid holidays are: <u>N/A</u>		
7. Sick leave policy is: <u>N/A</u>		
8. Other: <u>N/A</u>		
Employee signature <u>Kacper Palacz</u>		Company: <u>Lack's Beach Service, Inc.</u>
Employer signature <u>Martina Jellucka</u>		Address: <u>P.O. Box 7770</u> <u>Myrtle Beach SC 29572</u>
		Telephone: <u>843-448-7741</u>

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FF 3235521

REPUBLIC OF POLAND, REVOLUTION OF POLIGNE

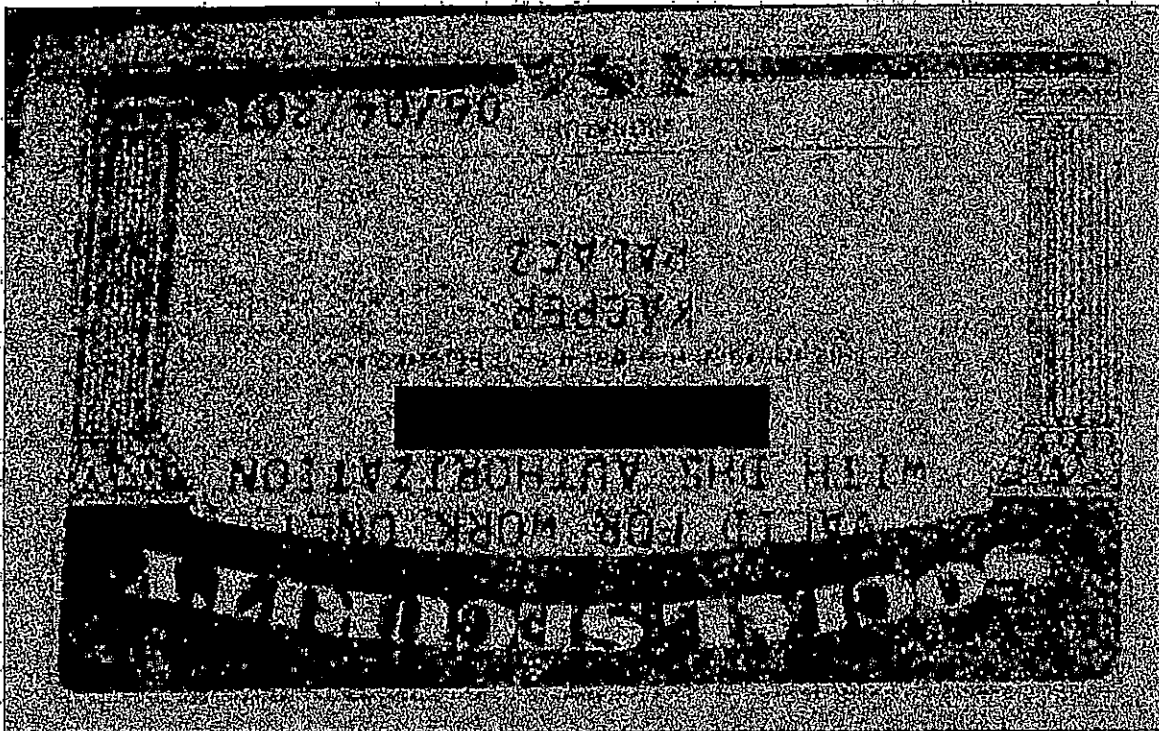


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5/16/2018

Saba



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Wolde_Jaworski_Employment_0007

5/16/2018

ROA_02203



U.S. Department of State

CERTIFICATE OF ELIGIBILITY FOR EXCHANGE VISITOR STATUS (J-NONIMMIGRANT)

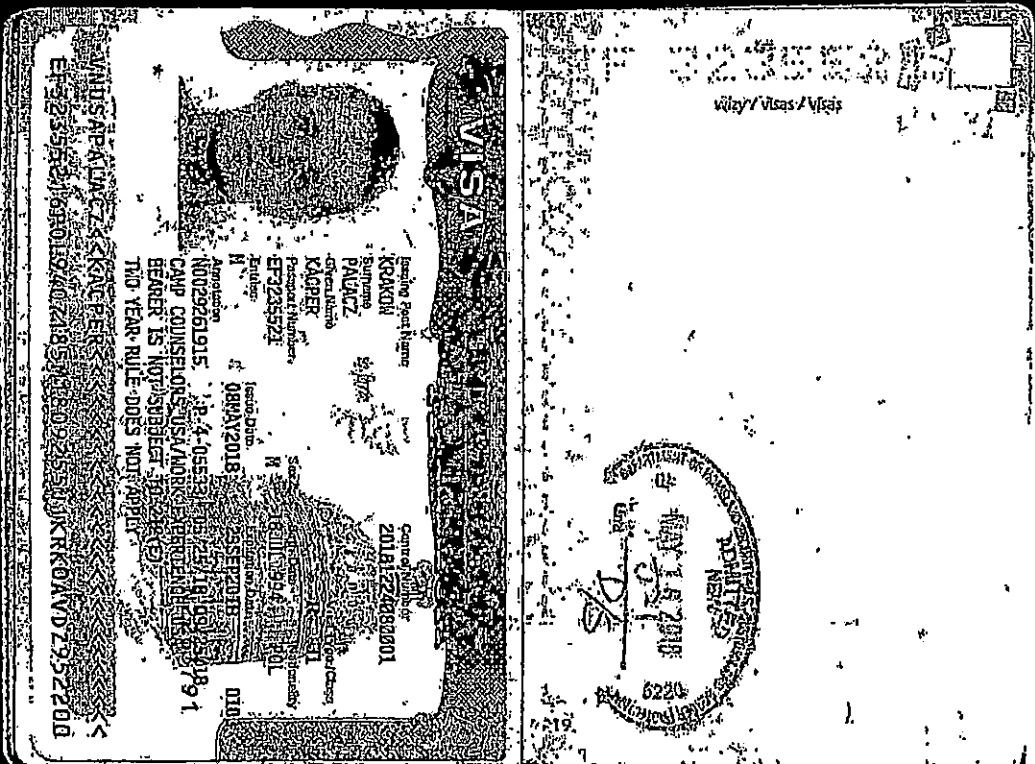
OMB APPROVAL NO. 1405-0119
EXPIRES: 10/01/2020
ESTIMATED BURDEN TIME: 45 min
*See Page 2

1. Surname/Primary Name Polakow		Given Name Kacper		Gender MALE		NO029261919	
Date of Birth (mm-dd-yyyy) 1994		City of Birth POZNAN		Country of Birth POLAND		Citizenship Country Code PL	
Legal Permanent Residence Country Code PL		Legal Permanent Residence Country POLAND		Passport Number 216		Passport UNIVERSITY UNDERGRADUATE STUDENTS	
Primary Site of Activity: Back's Beach Service 2913 S OCEAN BLVD On the Beach MYRTLE BEACH, SC 29577-4855							
2. Program Sponsor: Camp Counselors USA/Work Experience USA				Program Number: P-4-05533			
Participating Program Official Description: SUMMER TRAVEL/WORK							
Purpose of this form: Begin new program, accompanied by number (6) of immediate family members.							
3. Form Covers Period: From (mm-dd-yyyy): 05-25-2018 To (mm-dd-yyyy): 09-25-2018		4. Exchange Visitor Category: SUMMER TRAVEL/WORK Subcategory Code: 36-0101 Exchange Visitor Status: Beach Attendant					
5. During the period covered by this form, the total estimated financial support (in U.S. \$) to be provided by the exchange visitor by: Personal funds: \$900.00 Total: \$900.00							
6. RESPONSIBLE OFFICER OR ALTERNATE RESPONSIBLE OFFICER ATTESTATION: I attest that prior to issuing this Form DS-2019, the Program Sponsor organization (identified above, for which I serve as the Responsible Officer or Alternate Responsible Officer, has verified, in accordance with the requirements of 22 CFR 62.12(b), that each prospective exchange visitor: (i) is eligible and qualified for, and accepted into, the program in which he or she will participate; (ii) possesses adequate financial resources to participate in and complete his or her exchange visitor program; and (iii) possesses adequate financial resources to support an accompanying spouse and dependent, if any. I also attest that upon printing and signing this form, I am physically present in the United States or in a U.S. territory. A certification copy of this form has been provided to the U.S. Department of State.				7. Mariella den Hollander Responsible Officer Name of Official Preparing Form 901 E Street, Suite 300 San Rafael, CA 94901 Address of Responsible Officer or Alternate Responsible Officer Signature of Responsible Officer or Alternate Responsible Officer Title 415-339-2728 ext. 204 Telephone Number 04-10-2018 Date (mm-dd-yyyy)			
8. Statement of Responsible Officer for Receiving Sponsor (FOR TRANSFER OF PROGRAM): Effective date (mm-dd-yyyy): _____ Transfer of this exchange status from program number _____ sponsored by _____ to the program specified in item 2 is necessary or highly desirable and is in conformity with the objectives of the Mutual Educational and Cultural Exchange Act of 1946, as amended.							
Signature of Responsible Officer or Alternate Responsible Officer				Date (mm-dd-yyyy) of Signature			
PRELIMINARY ENDORSEMENT OF CONSULAR OR IMMIGRATION OFFICER REGARDING SECTION 212(c) OF THE IMMIGRATION AND NATIONALITY ACT AND PL 94-484, AS AMENDED (Section 1(c) of page 2).							
1. The Exchange Visitor in the above program: a. ☒ Not subject to the two-year residence requirement. b. ☐ Subject to two-year residence requirement based on: A. ☐ Government financing order B. ☐ The Exchange Visitor Skills List order C. ☐ PL 94-484 as amended (ALL USAID PARTICIPANTS G-2-0113 AND ALL ALIEN PHYSICIANS SPONSORED BY P-1-0113 ARE SUBJECT TO THE TWO-YEAR HOME RESIDENCE REQUIREMENT.)							
Signature of Consular or Immigration Officer Kent M. Mullen Vice Consul Consulate General Krakow, Poland Signature of Consular or Immigration Officer				Date (mm-dd-yyyy) 5/7/18 Date (mm-dd-yyyy)			
THE U.S. DEPARTMENT OF STATE RESERVES THE RIGHT TO MAKE FINAL DETERMINATION REGARDING 212(c).							
EXCHANGE VISITOR CERTIFICATION: I have read and agree with the statement in item 2 on page 2 of this document. Signature of Applicant KRAKOW Place 05/07/2018 Date (mm-dd-yyyy)							

DS-2019
07-2011

Wolde Jaworski_Employment-0008

ROA_02204



5/21/2018

I-94 - Official Website



Most Recent I-94

Admission (I-94) Record Number : 25579268056

Most Recent Date of Entry: 2018 May, 16

Class of Admission : J1

Admit Until Date : D/S

Details provided on the I-94 Information form:

Last/Surname : PALACZ

First (Given) Name : KACPER

Birth Date : 1994

Passport Number :

Country of Issuance : Poland

[Get Travel History](#)

► Effective April 26, 2013, DHS began automating the admission process. An alien lawfully admitted or paroled into the U.S. is no longer required to be in possession of a preprinted Form I-94. A record of admission printed from the CBP website constitutes a lawful record of admission. See 8 CFR § 1.4(d).

► If an employer, local, state or federal agency requests admission information, present your admission (I-94) number along with any additional required documents requested by that employer or agency.

► Note: For security reasons, we recommend that you close your browser after you have finished retrieving your I-94 number.

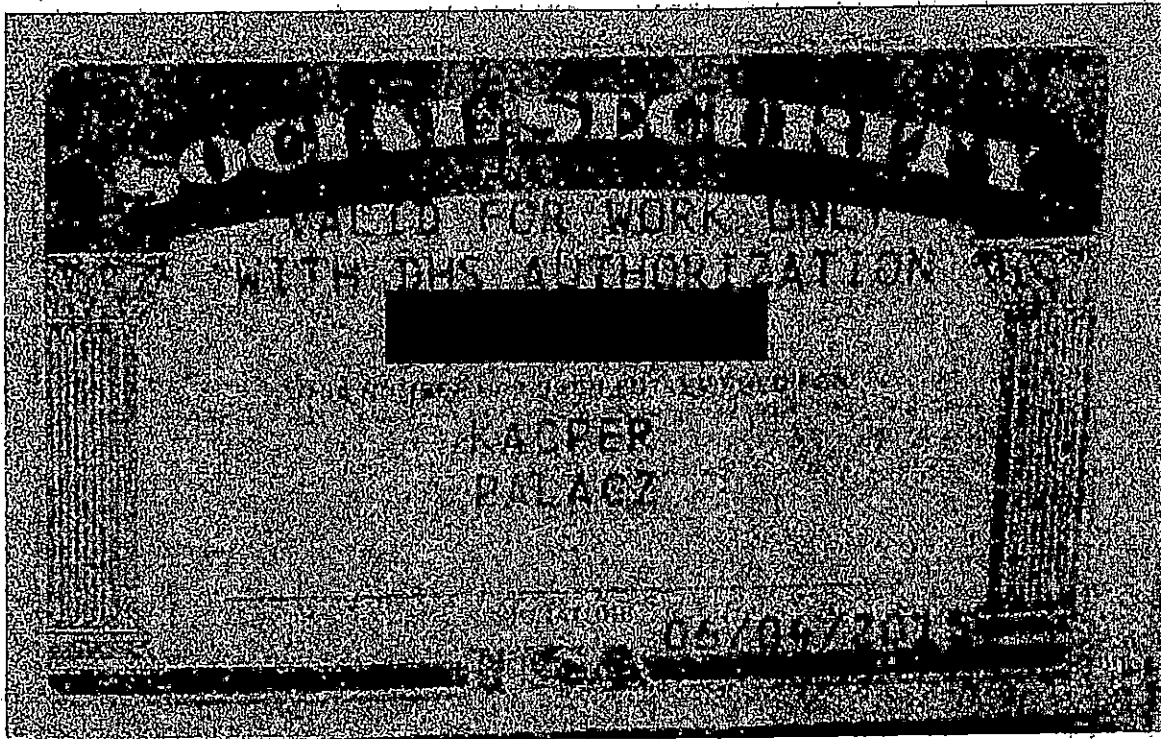
CBP Form I-94-0111
Expiration Date: 09/21/2018

[For inquiries or questions regarding your I-94, please click here](#)

[Accessibility](#) | [Privacy Policy](#)

Wolde_Jaworski_Employment_0010

ROA_02206



Lack's Beach Service, Inc.

P.O. BOX 2365 • MYRTLE BEACH, SC 29578-2365
PHONE (843) 448-7741 • FAX (843) 626-4945
martina@lacksbeachservice.com

WE ARE PLEASED TO OFFER YOU, Kacper Palon, THE POSITION DETAILED
BELOW AND LOOK FORWARD TO RECEIVING YOUR ACCEPTANCE FORM BY
RETURN.

NAME OF COMPANY: LACK'S BEACH SERVICE

POSITION: OCEAN LIFEGUARD

AVERAGE SALARY \$ 525.00

HOURS PER DAY/WEEK 8/56

STARTING DATE: 05/10/2018

ENDING DATE: 09/30/2018

HOUSING: Available, Starting at \$100.00 a week. Lack's provides information on
housing in the downtown Myrtle Beach area. Will include utilities
and our guards will be placed together. Housing requires a \$200
security deposit.

REQUIREMENTS: All guards must provide proof of certifications, and be able to
swim 500 meters in 10 minutes or less before employment.

RESPONSIBILITIES OF LIFEGUARDS INCLUDE, BUT ARE NOT LIMITED TO SWIMMER AND PATRON SAFETY
WITHIN AN ASSIGNED AREA, AREA SURVEILLANCE, BEACH RENTAL EQUIPMENT RESPONSIBILITIES,
ORDINANCE ENFORCEMENT AND GENERAL BEACH SAFETY.

WE WELCOME YOUR INTEREST IN SEASONAL EMPLOYMENT WITH LACK'S BEACH SERVICE; WE HOPE TO
HAVE YOU JOIN US FOR THE SUMMER OF 2018.

BY SIGNING THIS OFFER OF EMPLOYMENT I ACCEPT THE SEASONAL JOB IN EXACT DATES STATED ABOVE.
PLEASE RETURN A COPY OF THIS JOB OFFER TO OUR OFFICE.

EMPLOYEE'S SIGNATURE:

Kacper Palon

DATE: 03/08/2018

EMPLOYER'S SIGNATURE:

DATE: 03/08/2018

Martina Jedlicka

Recruiting and Training Officer

M. Jedlicka

Lifeguard Training Record
North/Lack's/South Strand Beach Services

LIFEGUARD TRAINING RECORD

LACKS/NORTH/SOUTH STRAND BEACH SERVICE

Name: Kasper Palacz Veteran
Rookie X

Lifeguarding
Agency: ARC
Expire: 2017

First Aid
Agency:
Expire:

CPR/PR
Agency:
Expire:

Employee Handbook Review DATE: SUPERVISOR

CPR REVIEW/CHALLENGE DATE: SUPERVISOR

SWIM TEST - 500 METERS IN POOL

CITY/COUNTY - 15 MIN

USLA - 10 MIN

Time: date: Time: 9:27 date: 05/16/16

VETERAN TRAINERS

TRAINING OFFICER: [Signature] DATE: 05/16/16

Certificate of Completion

Kacpor Palacz
has completed the requirements for
Lifeguarding/First Aid/CPR/AED

conducted by
American Red Cross

Date completed: 03/11/2018

Validity period: 2 Years

Certificate ID: GVTFT6



American
Red Cross



Scan code or visit
redcross.org/confirm

Lifeguard Training Record
North/Lack's/South Strand Beach Services

LIFEGUARD TRAINING RECORD

LACK'S/NORTH/SOUTH STRAND BEACH SERVICE

Name: Kayser Palacz Veteran X
Rookie

Lifeguarding
Agency: ARC
Expire: 2020

First Aid
Agency:
Expire:

CPR/PR
Agency:
Expire:

Employee Handbook Review DATE: SUPERVISOR

CPR REVIEW/CHALLENGE DATE: SUPERVISOR

SWIM TEST - 500 METERS IN POOL

CITY/COUNTY - 12 MIN

USLA - 10 MIN

time: date: time: 8:29 date: 5/31/18

VETERAN TRAINERS:

TRAINING OFFICER: [Signature] DATE: 5/31/18

Wolde_Palacz_Employment_0018

3/15/2018

Saba



American
Red Cross

Certificate of Completion

Kacper Palacz

has successfully completed requirements for

Lifeguarding/First Aid/CPR/AED - valid 2 Years

conducted by
American Red Cross

Date Completed: 03/11/2018

Instructors: **Martina Zirosova**

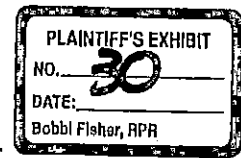


Certificate ID: GVTF6

To verify, scan code or visit:
redcross.org/confirm

Wolde Palacz Employment 0017

ROA_02213



Bartlett Buie, CPA, P.A.
New Employee Setup Form

Rehire -> LBS

*Boxed area is <u>MANDATORY</u> for State New Hire Reporting Incomplete information could result in a <u>PENALTY</u> to Employer from the State Agency																											
LUKASZ *First Name - *MI JAWORSKI *Last Name																											
HERBOWA 40 *Address																											
RZESZOW *City PODWARPCIE *ST 35-317 *Zip Code																											
442 662452424 *Phone Lack's Beach Service Department Ocean Lifeguard Job Title																											
[REDACTED] *Social Security # 06.01.2018 *Date of Hire [REDACTED] 1986 *Date of Birth																											
<table border="1"><thead><tr><th>Hourly Rates</th><th>Salary</th><th>Employment Status (Check Box)</th></tr></thead><tbody><tr><td>Rate 1: _____</td><td>Salary: \$ _____</td><td>☐ Full Time ☐ Seasonal</td></tr><tr><td>Rate 2: _____</td><td>Per Pay Period</td><td>☐ Part Time ☐ Rehire</td></tr><tr><td>Rate 3: _____</td><td></td><td>☐ J-1 Visa ☐ H-2B Visa</td></tr></tbody></table>			Hourly Rates	Salary	Employment Status (Check Box)	Rate 1: _____	Salary: \$ _____	☐ Full Time ☐ Seasonal	Rate 2: _____	Per Pay Period	☐ Part Time ☐ Rehire	Rate 3: _____		☐ J-1 Visa ☐ H-2B Visa													
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Federal Withholding	_____	_____	_____																								
State Withholding	_____	_____	_____																								
Direct Deposit Information - Please use the Direct Deposit Authorization Form.																											

Bartlett Buie Payroll Processing Use Only

Changes Made _____	Date _____	Initials _____
Changes Not Made _____	Date _____	Initials _____
Reason Not Made _____		

Wolde_Jaworski_Employment_0001

ROA_02214

Form W-4 (2018)

Future developments. For the latest information about any future developments, related to Form W-4, such as legislation enacted after it was published, go to www.irs.gov/FormW4.

Purpose. Complete Form W-4 so that your employer can withhold the correct federal income tax from your pay. Consider completing a new Form W-4 each year and when your personal or financial situation changes.

Exemption from withholding. You may claim exemption from withholding for 2018 if both of the following apply.

• For 2017 you had a right to a refund of all federal income tax withheld because you had no tax liability; and

• For 2018 you expect a refund of all federal income tax withheld because you expect to have no tax liability.

If you're exempt, complete only lines 1, 2, 3, 4, and 7, and sign the form to validate it. Your exemption for 2018 expires February 15, 2019. See Pub. 505, Tax Withholding and Estimated Tax, to learn more about whether you qualify for exemption from withholding.

General Instructions

If you aren't exempt, follow the rest of these instructions to determine the number of withholding allowances you should claim for withholding for 2018 and any additional amount of tax to have withheld. For regular wages, withholding must be based on allowances you claimed and may not be a flat amount or percentage of wages.

You can also use the calculator at www.irs.gov/W4App to determine your tax withholding more accurately. Consider

using this calculator if you have a more complicated tax situation, such as if you have a working spouse, more than one job, or a large amount of nonwage income outside of your job. After your Form W-4 takes effect, you can also use this calculator to see how the amount of tax you're having withheld compares to your projected total tax for 2018. If you use the calculator, you don't need to complete any of the worksheets for Form W-4.

Note that if you have too much tax withheld, you will receive a refund when you file your tax return. If you have too little tax withheld, you will owe tax when you file your tax return, and you might owe a penalty. Filers with multiple jobs or working spouses, if you have more than one job at a time, or if you're married and your spouse is also working, read all of the instructions including the instructions for the Two-Earners/Multiple Jobs Worksheet before beginning.

Nonwage income. If you have a large amount of nonwage income, such as interest or dividends, consider making estimated tax payments using Form 1040-ES, Estimated Tax for Individuals. Otherwise, you might owe additional tax. Or, you can use the Deductions, Adjustments, and Other Income Worksheet on page 3 or the calculator at www.irs.gov/W4App to make sure you have enough tax withheld from your paycheck. If you have pension or annuity income, see Pub. 505 or use the calculator at www.irs.gov/W4App to find out if you should adjust your withholding on Form W-4 or W-3P.

Nonresident alien. If you're a nonresident alien, see Notice 1392, Supplemental Form W-4 Instructions for Nonresident Aliens, before completing this form.

Specific Instructions

Personal Allowances Worksheet

Complete this worksheet on page 3 first to determine the number of withholding allowances to claim.

Line C. Head of household please note. Generally, you can claim head of household filing status on your tax return only if you're unmarried and pay more than 50% of the costs of keeping up a home for yourself and a qualifying individual. See Pub. 501 for more information about filing status.

Line E. Child tax credit. When you file your tax return, you might be eligible to claim a credit for each of your qualifying children. To qualify, the child must be under age 17 as of December 31 and must be your dependent who lives with you for more than half the year. To learn more about this credit, see Pub. 972, Child Tax Credit. To reduce the tax withheld from your pay by taking this credit into account, follow the instructions on line E of the worksheet. On the worksheet you will be asked about your total income. For this purpose, total income includes all of your wages and other income, including income earned by a spouse, during the year.

Line F. Credit for other dependents. When you file your tax return, you might be eligible to claim a credit for each of your dependents that don't qualify for the child tax credit, such as any dependent child age 17 and older. To learn more about this credit, see Pub. 505. To reduce the tax withheld from your pay by taking this credit into account, follow the instructions on line F of the worksheet. On the worksheet, you will be asked about your total income. For this purpose, total income includes all of

Separate here and give Form W-4 to your employer. Keep this worksheet(s) for your records.

Form W-4 Department of the Treasury Internal Revenue Service		Employee's Withholding Allowance Certificate		OMB No. 1545-0047 2018
1 Your first name and middle initial LUKASZ		Last name JAWORSKI		2 Valid social security number [REDACTED]
Home address (number and street or rural route) HEROWA 40		3 ☒ Single ☐ Married ☐ Married, but withheld at higher Single rate. Note: If married filing separately, check "Married, but Withheld at higher Single rate."		
City or town, state, and ZIP code RZESZOW, PODKARPACIE 35-347		4 If your last name differs from that shown on your social security card, check here. You must call 800-772-1213 for a replacement card. ☐		
5 Total number of allowances you're claiming (from the applicable worksheet on the following pages)		6 \$		
6 Additional amount, if any, you want withheld from each paycheck		7 I claim exemption from withholding for 2018, and I certify that I meet both of the following conditions for exemption: • Last year I had a right to a refund of all federal income tax withheld because I had no tax liability, and • This year I expect a refund of all federal income tax withheld because I expect to have no tax liability. If you meet both conditions, write "Exempt" here.		
Under penalties of perjury, I declare that I have examined this certificate and, to the best of my knowledge and belief, it is true, correct, and complete.				
Employee's signature (This form is not valid unless you sign it.) LUKASZ JAWORSKI				
8 Employer's name and address (Employer, Complete boxes 8 and 10 if sending to IRS and complete boxes 8, 9, and 10 if sending to State Directory of New Hires.)		9 First date of employment 06/01/18		10 Employer identification number (EIN)

For Privacy Act and Paperwork Reduction Act Notice, see page 4.

OMB No. 1522-0047

Form W-4 (2018)

Wolde_Jaworski_Employment_0002

ROA_02215



Employment Eligibility Verification
Department of Homeland Security
U.S. Citizenship and Immigration Services

USCIS
Form I-9
OMB No. 1615-0047
Expires 08/31/2019

▶ START HERE: Read instructions carefully before completing this form. The instructions must be available, either in paper or electronically, during completion of this form. Employers are liable for errors in the completion of this form.

ANTI-DISCRIMINATION NOTICE: It is illegal to discriminate against work-authorized individuals. Employers CANNOT specify which document(s) an employee may present to establish employment authorization and identity. The refusal to hire or continue to employ an individual because the documentation presented has a future expiration date may also constitute illegal discrimination.

Last Name (Family Name)		First Name (Given Name)		Middle Initial	Other Last Names Used (if any)	
JAWORSKI		TUKASZ				
Address (Street Number and Name)		Apt. Number	City or Town		State	ZIP Code
HERBOWA 40			RESZOW		POD	35-317
Date of Birth (mm/dd/yyyy)	U.S. Social Security Number	Employee's E-mail Address			Employee's Telephone Number	
1986		JAWORSKI16@GMAIL.COM				

I am aware that federal law provides for imprisonment and/or fines for false statements or use of false documents in connection with the completion of this form.

I attest, under penalty of perjury, that I am (check one of the following boxes):

☐ 1. A citizen of the United States
☒ 2. A noncitizen national of the United States (See Instructions)
☐ 3. A lawful permanent resident (Alien Registration Number/USCIS Number):
☒ 4. An alien authorized to work until (expiration date, if applicable, mm/dd/yyyy): 09/09/18 Some aliens may write "N/A" in this expiration date field. (See Instructions)
Aliens authorized to work must provide only one of the following document numbers to complete Form I-9: An Alien Registration Number/USCIS Number OR Form I-94 Admission Number OR Foreign Passport Number.
1. Alien Registration Number/USCIS Number: OR 2. Form I-94 Admission Number: OR 3. Foreign Passport Number: Country of Issuance:
27741273156

OR Code - Section 1
Do Not Write in This Space.

Signature of Employee	Today's Date (mm/dd/yyyy)
Tukasz Jaworski	06/21/2019

Preparer and/or Translator Certification (check one):	
☐ I am an employer or preparer.	☐ I am a translator.

I attest, under penalty of perjury, that I have assisted in the completion of Section 1 of this form and that to the best of my knowledge the information is true and correct.

Signature of Preparer or Translator		Today's Date (mm/dd/yyyy)	
Last Name (Family Name)		First Name (Given Name)	
Address (Street Number and Name)		City or Town	State ZIP Code



Employment Eligibility Verification
Department of Homeland Security
U.S. Citizenship and Immigration Services

USCIS
Form I-9
OMB No. 1515-0047
Expires 08/31/2019

Section 2: Employer or Authorized Representative Review and Verification
Employer or Authorized Representative must review and verify the information provided by the employee and the documents presented. If the employer or authorized representative is unable to verify the information, the employee must be given the opportunity to provide additional documentation.

Employee info from Section 1: Last Name (Family Name) First Name (Given Name) M.I. Citizenship/Immigration Status

List A Identity and Employment Authorization	OR	List B Identity	AND	List C Employment Authorization
Document Title: PASSPORT		Document Title		Document Title: SS CARD
Issuing Authority: POLAM		Issuing Authority		Issuing Authority: SS ADMIN
Document Number: [REDACTED]		Document Number		Document Number: [REDACTED]
Expiration Date (if any) (mm/dd/yyyy): 04/17/2022		Expiration Date (if any) (mm/dd/yyyy)		Expiration Date (if any) (mm/dd/yyyy): N/A
Document Title		Additional Information		
Issuing Authority				
Document Number				
Expiration Date (if any) (mm/dd/yyyy)				
Document Title				
Issuing Authority		QR Code - Sections 2 & 3 Do Not Write In This Space		
Document Number				
Expiration Date (if any) (mm/dd/yyyy)				

Certification: I attest, under penalty of perjury, that (1) I have examined the document(s) presented by the above-named employee, (2) the above-listed document(s) appear to be genuine and to relate to the employee named; and (3) to the best of my knowledge the employee is authorized to work in the United States.

The employee's first day of employment (mm/dd/yyyy): **06/01/18** (See Instructions for exemptions)

Signature of Employer or Authorized Representative: Martina Jedlicka	Today's Date (mm/dd/yyyy)	Title of Employer or Authorized Representative: Recruiting & Training Officer	
Last Name of Employer or Authorized Representative: Jedlicka	First Name of Employer or Authorized Representative: Martina	Employer's Business or Organization Name: LACK'S BEACH SERVICE	
Employer's Business or Organization Address (Street Number and Name): 531 Robert M. Gressom Pkwy		City or Town: Murle Beach	State: SC
		ZIP Code: 29577	

Section 3: Reverification and Extension			
A. New Name (if applicable)		B. Date of Rehire (if applicable)	
Last Name (Family Name)	First Name (Given Name)	Middle Initial	Date (mm/dd/yyyy)

C. If the employee's previous grant of employment authorization has expired, provide the information on the document or receipt that establishes continuing employment authorization in the space provided below.		
Document Title	Document Number	Expiration Date (if any) (mm/dd/yyyy)

I attest, under penalty of perjury, that to the best of my knowledge, this employee is authorized to work in the United States, and if the employee presented document(s), the document(s) I have examined appear to be genuine and to relate to the individual.

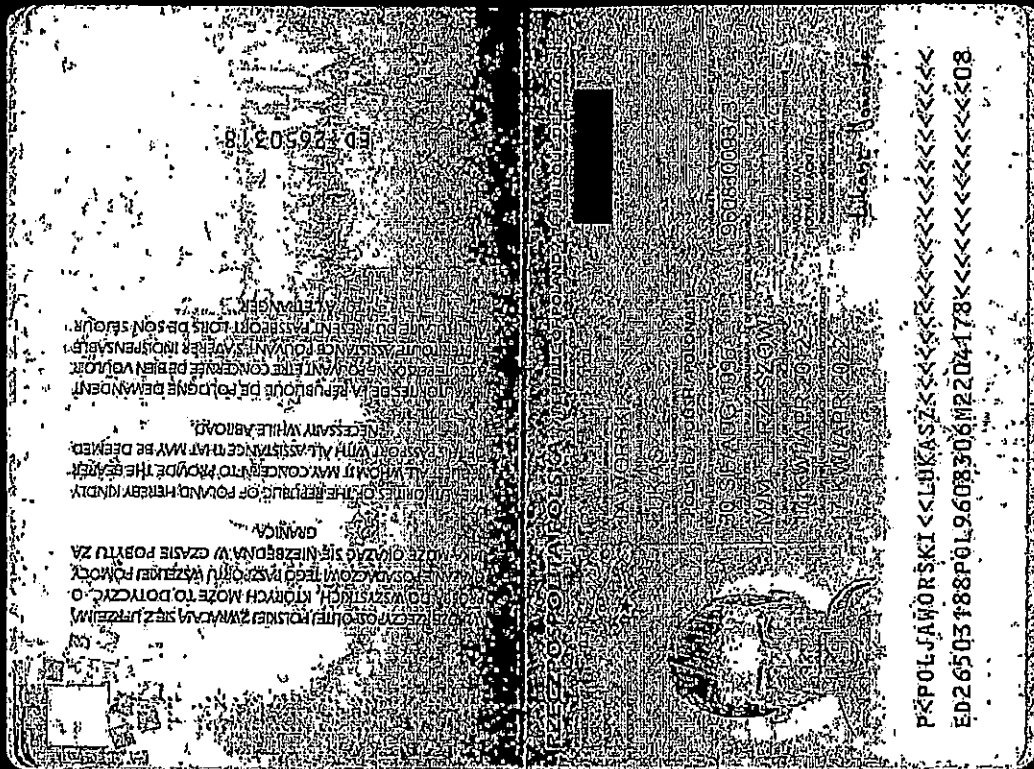
Signature of Employer or Authorized Representative	Today's Date (mm/dd/yyyy)	Name of Employer or Authorized Representative

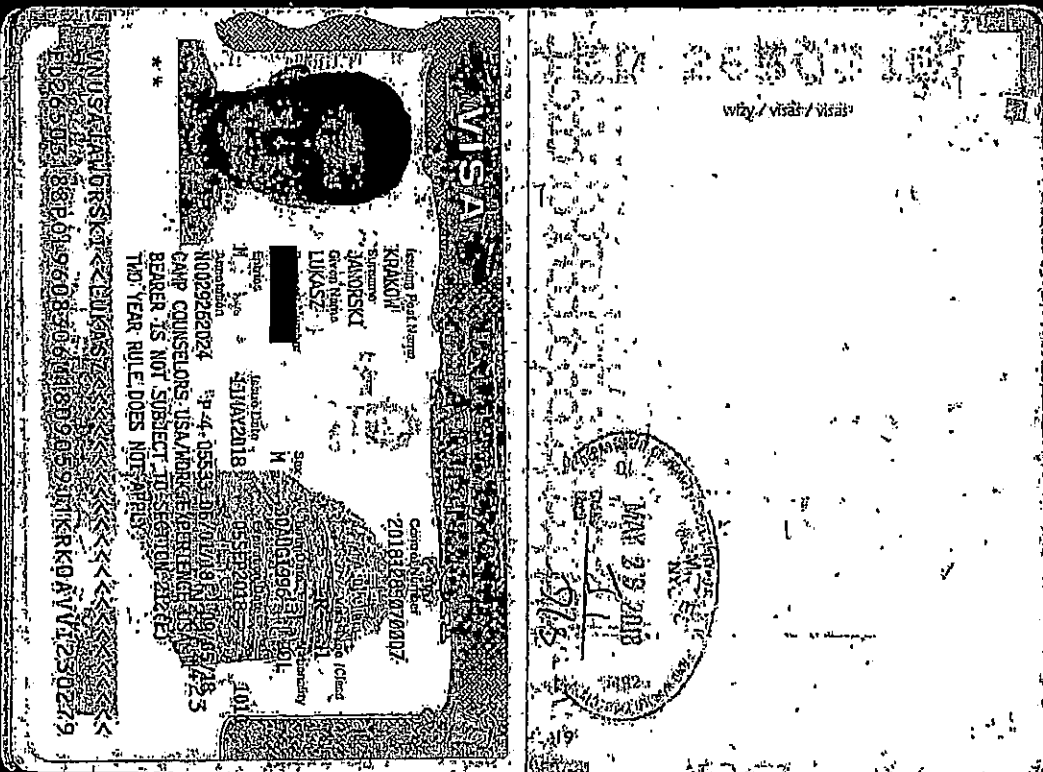
South Carolina
Terms of Employment Notice

Date of hire: 06/01/18

Name of Employee <u>LUKASZ JAWORSKI</u>	Social Security Number <u>[REDACTED]</u>
Address <u>HERBOWA 40, RZESZOW 35-312</u>	
In compliance with S41-10-30 of the S.C. Code of Laws, 1976, as amended, you are hereby notified of the terms of employment:	
1. Normal hours of work: ☐ full-time ☐ part-time ☒ seasonal (i.e., number or range of hours) per week, day, other, etc. _____	
2. Rate of pay: Wages \$ _____; Salary \$ ☒ ; Commissions _____ % Other _____ Bonuses: _____ Expenses: _____	
3. Payday is: <u>WEDNESDAY</u> Weekly ☒ Bi-Weekly _____ Monthly _____ Other _____ Place of payment is <u>531 ROBERT GRISOM PKWY MYRTLE BEACH SC 29577</u> Time of payment is <u>5:00 PM</u> Day of payment is <u>WEDNESDAY</u>	
4. Deductions to be made from wages such as, but not limited to, insurance deductions, documented debts/offsets, etc. (excluding income taxes and FICA): <u>Uniform Rent damages training fees</u>	
Any changes in these terms shall be made in writing and at least seven (7) days before they become effective.	
Additional Terms	
The following terms may be provided at the discretion of the employer in accordance with individual company policy.	
5. Vacation policy is: <u>N/A</u>	
6. Paid holidays are: <u>N/A</u>	
7. Sick leave policy is: <u>N/A</u>	
8. Other: <u>N/A</u>	
Employee signature <u>Lukasz Jaworski</u>	Company: <u>Lack's Beach Service, Inc.</u>
Employer signature <u>Martina Jedlicka</u>	Address: <u>P.O. Box 7770</u> <u>Myrtle Beach SC 29572</u>
	Telephone: <u>843-448-7741</u>

Wolde_Jaworski_Employment_0005







U.S. Department of State
CERTIFICATE OF ELIGIBILITY FOR EXCHANGE VISITOR STATUS (J-NONIMMIGRANT)

ONS APPROVAL R014050119
Expires: 10/1/2010
ESTIMATED BURDEN TIME: 45 min
See Page 2

1. Sponsoring Primary Name: Jaworski		Given Name: Lukasz		Gender: MALE		NO 025252024					
Date of Birth (mm-dd-yyyy): 1996		City of Birth: Rzeszow		Country of Birth: POLAND		Citizenship Country Code: PL					
Legal Permanent Residence Country Code: PL		Legal Permanent Residence Country: POLAND		Foreign Code: 215		Citizenship Country: POLAND					
Primary Site of Activity: Jack's Beach Services 2801 S OCEAN BLVD On the Beach MYRTLE BEACH, SC 29577-4853											
2. Program Sponsor: Camp Counselors USA/ROK Experience USA				Program Number: P-4-05533							
Sponsoring Program Official Description: SUMMER TRAVEL/WORK											
Purpose of this form: begin new program; accompanied by number (0) of immediate family members.											
3. Form Covers Period: From (mm-dd-yyyy): 06-01-2010 To (mm-dd-yyyy): 09-05-2010				4. Exchange Visitor Category: SUMMER TRAVEL/WORK Subject/Field Code: 3610101 Subject/Field Code Remains: Beach/Attendee							
5. During the period covered by this form, the total estimated financial support to be provided to the exchange visitor by: Personal funds: \$300.00 Total: \$300.00											
6. RESPONSIBLE OFFICER OR ALTERNATE RESPONSIBLE OFFICER ATTESTATION: I attest that prior to issuing this Form DS-2019, the Program Sponsor organization identified above, for which I serve as the Responsible Officer or Alternate Responsible Officer, has verified, in accordance with the requirements of 22 CFR 62.12(b), that each prospective Exchange Visitor (i) is eligible and qualified for, and accepted for, the program in which he or she will participate (ii) possesses adequate financial resources to participate in and complete his or her exchange visitor program, and (iii) possesses adequate financial resources to support an accompanying spouse and dependent, if any. I also attest that upon printing and signing this form, I am physically present in the United States or in a U.S. territory. A notification copy of this form has been provided to the U.S. Department of State.				7. Mariello don Hollander Name of Official Preparing Form 901 B Street, Suite 300 San Rafael, CA 94901 Address of Responsible Officer or Alternate Responsible Officer Signature of Responsible Officer or Alternate Responsible Officer				Responsible Officer Title 415-335-2726 ext. 204 Telephone Number 04-10-2018 Date (mm-dd-yyyy)			
8. Statement of Responsible Officer for Relinquishing Sponsorship (FOR TRANSFER OF PROGRAM) I certify that the exchange visitor designated in this form is sponsored by the program specified in Rule 2 is necessary or highly desirable and is in conformity with the objectives of the Mutual Educational and Cultural Exchange Act of 1961, as amended.											
Signature of Responsible Officer or Alternate Responsible Officer				Date (mm-dd-yyyy) of Signature							
PRELIMINARY ENDORSEMENT OF CONSULAR OR IMMIGRATION OFFICER REGARDING SECTION 211(c) OF THE IMMIGRATION AND NATIONALITY ACT AND PL 94-474, AS AMENDED (in item 1) of page 1).				TRAVEL VALIDATION BY RESPONSIBLE OFFICER (Exchanging Visitor's period is 1 year)							
1. Exchange Visitor in this exchange program ☒ Not subject to the two-year residence requirement				EXCEPT: Maximum validation period is up to 6 months for Short-term Scholars and 4 months for Camp Counselors and Summer Work/Travel.							
2. Subject to two-year residence requirement based on: A. ☐ Governmental financing, and/or B. ☐ The Exchange Visitor Skills List, and/or C. ☐ PL 94-474 is amended				(1) Exchange Visitor is in good standing at the present time. Date (mm-dd-yyyy) Signature of Responsible Officer or Alternate Responsible Officer (2) Exchange Visitor is in good standing at the present time. Date (mm-dd-yyyy) Signature of Responsible Officer or Alternate Responsible Officer							
Bryant Whitfield Vice Consul 15. Consulate General Krakow, Poland											
Name Signature of Consular or Immigration Officer				Date (mm-dd-yyyy)							
THE U.S. DEPARTMENT OF STATE RESERVES THE RIGHT TO MAKE FINAL DETERMINATION REGARDING 211(c).											
EXCHANGE VISITOR CERTIFICATION: I have read and agree with the statement in Item 2 on page 2 of this document.											
Lukasz Jaworski Signature of Applicant				Krakow Date (mm-dd-yyyy)							

DS-2019
07-2011

Wolde_Jaworski_Employment_0008

Page 1 of 2

ROA_02221

5/1/2018

194 - Official Website



Most Recent I-94

Admission (I-94) Record Number : 27741273156

Most Recent Date of Entry: 2018 May 29

Class of Admission : J1

Admit Until Date : D/S

Details provided on the I-94 Information form:

Last/Surname : JAWORSKI

First (Given) Name : LUKASZ

Birth Date : 1996

Passport Number :

Country of Issuance : Poland

[Get Travel History](#)

► Effective April 26, 2013, DHS began automating the admission process. An alien lawfully admitted or paroled into the U.S. is no longer required to be in possession of a preprinted Form I-94. A record of admission printed from the CBP website constitutes a lawful record of admission. See 8 CFR § 1.4(d).

► If an employer, local, state or federal agency requests admission information, present your admission (I-94) number along with any additional required documents requested by that employer or agency.

► Note: For security reasons, we recommend that you close your browser after you have finished retrieving your I-94 number.

OMB No. 1535-0111
Expiration Date: 02/21/2018

[For inquiries or questions regarding your I-94, please click here](#)

[Accessibility](#) | [Privacy Policy](#)

Lack's Beach Service, Inc.

P.O. BOX 2365 • MYRTLE BEACH, SC 29578-2365

PHONE (843) 448-7741 • FAX (843) 626-4945

martina@lacksbeachservice.com

WE ARE PLEASED TO OFFER YOU, Lukasz Jaworski, THE POSITION DETAILED BELOW AND LOOK FORWARD TO RECEIVING YOUR ACCEPTANCE FORM BY RETURN.

NAME OF COMPANY: LACK'S BEACH SERVICE

POSITION: OCEAN LIFEGUARD

AVERAGE SALARY \$ 525.00

HOURS PER DAY/WEEK 8/56

STARTING DATE: 06/01/2018

ENDING DATE: 09/05/2018

HOUSING: Available, Starting at \$100.00 a week. Lack's provides information on housing in the downtown Myrtle Beach area. Will include utilities and our guards will be placed together. Housing requires a \$200 security deposit.

REQUIREMENTS: All guards must provide proof of certifications, and be able to swim 500 meters in 10 minutes or less before employment.

RESPONSIBILITIES OF LIFEGUARDS INCLUDE, BUT ARE NOT LIMITED TO, SWIMMER AND PATRON SAFETY WITHIN AN ASSIGNED AREA, AREA SURVEILLANCE, BEACH RENTAL EQUIPMENT RESPONSIBILITIES, ORDINANCE ENFORCEMENT AND GENERAL BEACH SAFETY.

WE WELCOME YOUR INTEREST IN SEASONAL EMPLOYMENT WITH LACK'S BEACH SERVICE; WE HOPE TO HAVE YOU JOIN US FOR THE SUMMER OF 2018.

BY SIGNING THIS OFFER OF EMPLOYMENT I ACCEPT THE SEASONAL JOB IN EXACT DATES STATED ABOVE. PLEASE RETURN A COPY OF THIS JOB OFFER TO OUR OFFICE.

EMPLOYEE'S SIGNATURE: Lukasz Jaworski

DATE: 03/12/2018

EMPLOYERS SIGNATURE:
Martina Jedlicka

DATE: 03/08/2018

Recruiting and Training Officer

M. Jedlicka

Wolde_Jaworski_Employment_0010

ROA_02223

Lifeguard Training Record

Lack's / North / Central / South Strand Beach Service

LIFEGUARD TRAINING RECORD

LBS

Name:

Lukas Jaworski

Veteran

Rookie

✓

Lifeguarding

Agency:

ARC

Expires:

2019

First Aid

Agency:

Expires:

CPR/RC

Agency:

Expires:

Employee Handbook Review

DATE

SUPERVISOR

CPR REVIEW/CHALLENGE

DATE

SUPERVISOR

SWIM TEST - 500 METERS IN POOL

CITY/COUNTY - 12 MIN

USLA - 10 MIN

Time:

date:

time:

9:51

date:

6/11/17

VETERAN TRAINERS

TRAINING OFFICER

[Signature]

DATE

8/2/2017

E-Verify: Print Case Details - Preview

E-Verify

SENSITIVE BUT UNCLASSIFIED

Case/Verification Number: 2017188092859CM

Report Prepared: 08/02/2017

Company Information

Company ID: 482063

Company Name: Beach Personnel, Inc

Employee Information

Last Name: Jaworski

First Name: Unknown

Date of Birth: [REDACTED] 10/90

Social Security Number: [REDACTED]

Hire Date: 04/01/2017

Citizenship Status: An alien authorized to work

Document Information

List A Document: Foreign passport with Arrival/Departure Record (Form I-94)

I-94 Number: 41543357885

Document Expiration Date:

Passport Number: [REDACTED]

Country of Issuance: POLAND - POL

Case Status Information

Final Case Result: Employment Authorized

Employer Case ID:

Case Submitted On: 07/07/2017

Case Submitted By: MZIR3143

Case Closed On: 08/02/2017

Case Closed By: MZPF3143

Clearance Statement: The employee continues to work for the employer after receiving an Employment Authorized Result.

SENSITIVE BUT UNCLASSIFIED

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ROA_02225

5
[Illegible text]

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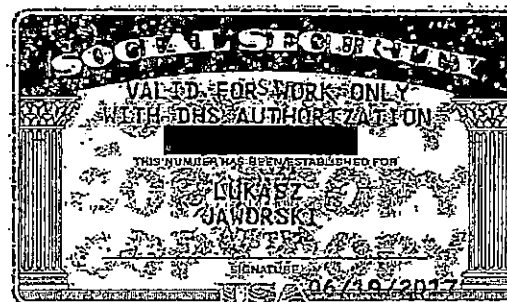
ROA_02226

Please note: The date we issued this card is shown below the signature line.

LUKASZ JAWORSKI
531 ROBERT M. GRESSIOM
PKWY
MYRTLE BEACH SC 29577-6576

ADULTS: Sign this card in ink immediately.
CHILDREN: Do not sign until age 18 or your first job,
whichever is earlier.

Keep your card in a safe place to prevent loss or theft.
DO NOT CARRY THIS CARD WITH YOU.
Do not laminate.



Lifeguard Training Record
North/Lack's/South Strand Beach Services

LIFEGUARD TRAINING RECORD

LACKS/NORTH/SOUTH STRAND BEACH SERVICE

Name:

Lukas Jaworski

Veteran

X

Rookie

Lifeguarding

Agency:

KRC

Expire:

2020

First Aid

Agency:

Expire:

CPR/PR

Agency:

Expire:

Employee Handbook Review

DATE

SUPERVISOR

CPR REVIEW/CHALLENGE

DATE

SUPERVISOR

SWIM TEST - 500 METERS IN POOL

CITY/COUNTY - 10 MIN

USLA - 10 MIN

time:

date:

time:

date:

9/5

VETERAN TRAINERS

TRAINING OFFICER:

DATE

06/29/18

Wolde_Jaworski_Employment_0015

ROA_02229



American
Red Cross

Lukasz Jaworski

has successfully completed requirements for
Lifeguarding/First Aid/CPR/AED: valid 2 Years

Date Completed: 05/05/2017
conducted by: American Red Cross
Instructor: Paul Syrczyk



ID: 6ULMQU
Scan code or visit:
redcross.org/confirm

Wolde_Jaworski_Emploiment_0016

Certificate of Completion
Aleksandr Dineev
has completed the requirements for
Lifeguarding/First Aid/CPR/AED
conducted by
American Red Cross
Date Completed: 05/31/2018
Valid Period: 2 Years
Certificate ID: GW7J0Q

 American Red Cross



Scan code or visit:
<https://www.redcross.org/take-a-class/qrcode?certnumber=GW7J0Q>



**Most Recent I-94****Admission (I-94) Record Number :** 27346964456**Most Recent Date of Entry:** 2018 May 26**Class of Admission :** J1**Admit Until Date :** D/S**Details provided on the I-94 Information form:**

Last/Surname : DINEEV
First (Given) Name : ALEKSANDR
Birth Date : 1997 [REDACTED]
Passport Number : 725149143
Country of Issuance : Russia

[Get Travel History](#)

► Effective April 26, 2013, DHS began automating the admission process. An alien lawfully admitted or paroled into the U.S. is no longer required to be in possession of a preprinted Form I-94. A record of admission printed from the CBP website constitutes a lawful record of admission. See 8 CFR § 1.4(d).

► If an employer, local, state or federal agency requests admission information, present your admission (I-94) number along with any additional required documents requested by that employer or agency.

► Note: For security reasons, we recommend that you close your browser after you have finished retrieving your I-94 number.

DUPLICATE 1685-4111
Expiration Date: 05/27/2018

[For inquiries or questions regarding your I-94, please click here.](#)

[Accessibility | Privacy Policy](#)

Keep this stub with your personal records. The other side contains important information.

Please note: The date we issued this card is shown below the signature line.

|||||
ALEKSANDR ALEKSEEVICH DINEEV
C/O LACKS BEACH
SERVICE
531 ROBERT GRISSOM PKY
MYRTLE BEACH SC 29577-6576

YOUR SOCIAL SECURITY CARD

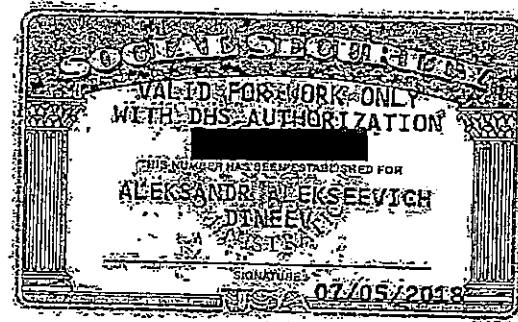
ADULTS: Sign this card in ink immediately.

CHILDREN: Do not sign until age 18 or your first job, whichever is earlier.

Keep your card in a safe place to prevent loss or theft.

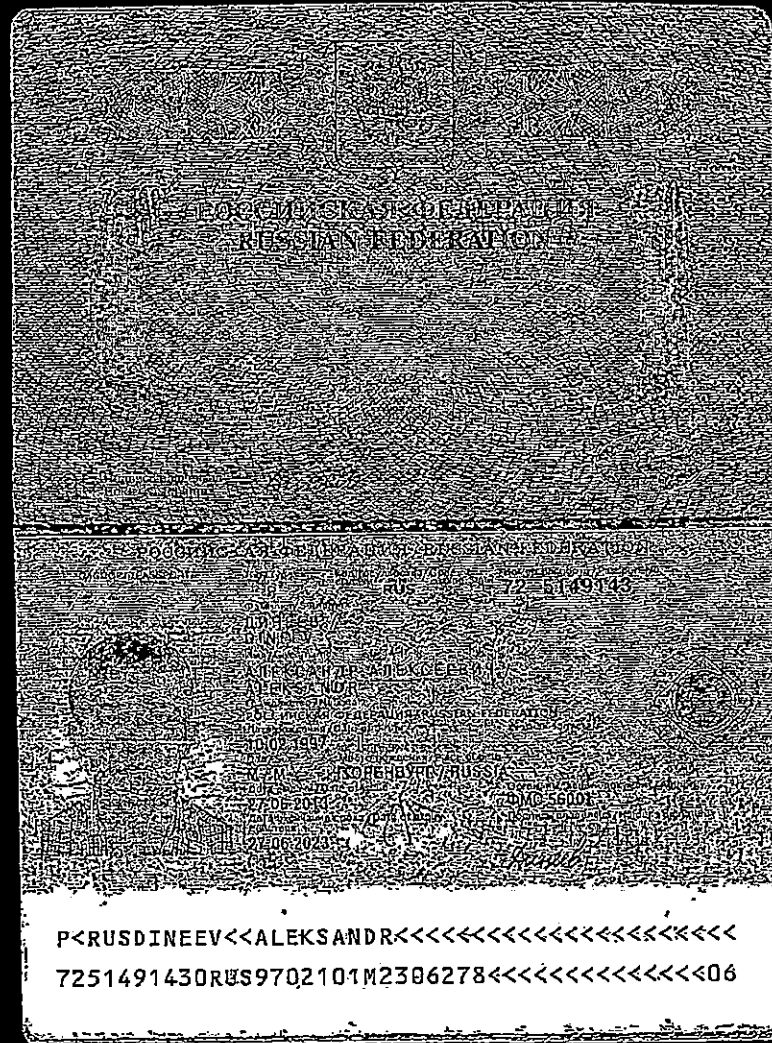
DO NOT CARRY THIS CARD WITH YOU.

Do not laminate.

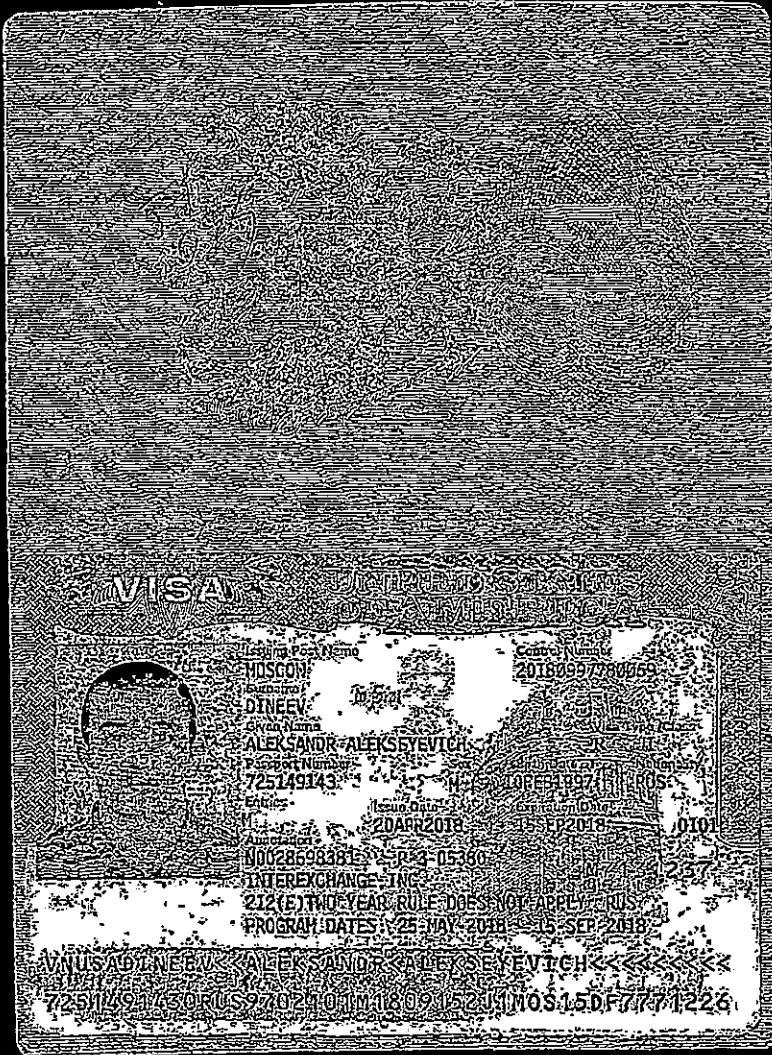


ROA_02232

ROA_02233



ROA_02234





U.S. Department of State
CERTIFICATE OF ELIGIBILITY FOR EXCHANGE VISITOR STATUS (J-NONIMMIGRANT)

OMB APPROVAL NO. 1405-0119
EXPIRES: 10/31/2020
ESTIMATED BURDEN TIME: 45 min
*See Page 2

1. Sponsoring/Primary Name: Dineev		Given Name: Aleksandr Alekseevich		Gender: MALE		N0026698381	
Date of Birth (mm-dd-yyyy): 1997		City of Birth: Orenburg		Country of Birth: RUSSIA		Citizenship Country Code: RS	
Legal Permanent Residence Country Code: RS		Legal Permanent Residence Country: RUSSIA		Fellows Code: 215		Fellows: UNIVERSITY UNDERGRADUATE STUDENTS	
Primary Site of Activity: Lacks Beach Service - Office 531 ROBERT M GRISHAM PKWY MYRTLE BEACH, SC 29577-6576							
2. Program Sponsor: InterExchange, Inc. Program Number: P-3-05380							
Participating Program (MM) Description: SUMMER TRAVEL/WORK							
Purpose of this form: Begin new program, accompanied by number (0) of immediate family members.							
3. Form Cover Period: From (mm-dd-yyyy): 05-25-2018 To (mm-dd-yyyy): 09-15-2018				4. Exchange Visitor Category: SUMMER TRAVEL/WORK Subject/Field Code: 36.0101 Subject/Field Code Remarks: Li.eguard			
5. During the period covered by this form, the total estimated financial support (U.S. \$) to be provided to the exchange visitor by: Employer: \$1,200.00 Personal funds: \$500.00 Total: \$1,700.00							
6. RESPONSIBLE OFFICER OR ALTERNATE RESPONSIBLE OFFICER ATTESTATION: I attest that the sponsor, for which I serve as the Responsible Officer or Alternate Responsible Officer, has verified, in accordance with the requirements of 22 CFR 42.126(b), that each prospective exchange visitor (i) is eligible and qualified for, and accepted into, the program in which he or she will participate; (ii) possesses adequate financial resources to participate in and complete his or her exchange visitor program; and (iii) possesses adequate financial resources to support an accompanying spouse and dependents, if any. I also attest that upon printing and signing this form, I am physically present in the United States or in a U.S. territory. A notification copy of this form has been provided to the U.S. Department of State.				Name of Official Preparing Form: 100 Wall Street, Suite 301 New York, NY 10005 Address of Responsible Officer or Alternate Responsible Officer: [Signature] Signature of Responsible Officer or Alternate Responsible Officer: [Signature]			
7. Statement of Responsible Officer for Releasing Sponsor (FOR TRANSFER OF PROGRAM) Effective date (mm-dd-yyyy): Transfer of this exchange visitor from program number: to the program specified in Item 2 is necessary or highly desirable and is in conformity with the objectives of the Mutual Educational and Cultural Exchange Act of 1951, as amended.				Alternate Responsible Officer: Title: 917-305-5430 Telephone Number: 02-22-2018 Date (mm-dd-yyyy):			
Signature of Responsible Officer or Alternate Responsible Officer: [Signature]				Date (mm-dd-yyyy) of Signature: 02-22-2018			
PRELIMINARY ENDORSEMENT OF CONSULAR OR IMMIGRATION OFFICER REGARDING SECTION 112(a) OF THE IMMIGRATION AND NATIONALITY ACT AND PL 94-484, AS AMENDED (see Item 1(a) of page 2). The Exchange Visitor in the above program: 1. ☒ Not subject to the two-year residence requirement. 2. ☐ Subject to two-year residence requirement based on: A. ☐ Government financing and/or B. ☐ The Exchange Visitor Skills List and/or C. ☐ PL 94-484 as amended. Hilman, Josephine G. Vice Consul U.S. Embassy Moscow [Signature] Name: [Signature] Title: 4/20/2018 Signature of Consular or Immigration Officer: Date (mm-dd-yyyy):				TRAVEL VALIDATION BY RESPONSIBLE OFFICER (Maximum validation period is 1 year) *EXCEPT: Maximum validation period is up to 6 months for Short-term Scholars and 4 months for Camp Counselors and Summer Work/Travel. (1) Exchange Visitor is in good standing at the present time [Signature] Date (mm-dd-yyyy): Signature of Responsible Officer or Alternate Responsible Officer: (2) Exchange Visitor is in good standing at the present time [Signature] Date (mm-dd-yyyy): Signature of Responsible Officer or Alternate Responsible Officer:			
THE U.S. DEPARTMENT OF STATE RESERVES THE RIGHT TO MAKE FINAL DETERMINATION REGARDING 112(a).							
EXCHANGE VISITOR CERTIFICATION: I have read and agree with the statement in Item 2 on page 2 of this document. [Signature] Signature of Applicant: Moscow Place: 02-30-2018 Date (mm-dd-yyyy):							

Personnel Data Form

Employee's Name: Alexander Dineen

Local Address:

515 12th Ave N

Please notify us if you move!

Contact phone number:

Email Address: alex1213@comcast.net

Permanent Address: (This is where you W-2 Form will be mailed.)

121 Abbeville Ave, Orem, UT 84057

*** In Case of Emergency Contact Information ***

Name: Elaine Dineen

Relationship: mother

Address: 121 Abbeville Ave, Orem, UT 84057

Home phone: 57-24-69

Work phone:

Health Questionnaire

Name: Aleksandr Dineev

Date: 05/28/2018

Are you currently taking any medication or Drugs

Yes No

Do you now or have you had in the past:

History of heart problems, chest pain or stroke

Yes No

Increased blood pressure

Yes No

Any chronic illness or conditions

Yes No

Difficulty with physical exercise

Yes No

Recent surgery

Yes No

History of breathing problems or asthma

Yes No

Muscle, joint, neck or back disorder

Yes No

Diabetes or thyroid condition

Yes No

History of heart problems in immediate family

Yes No

Hernia or any condition that physical activity
May aggravate or re-injure

Yes No

If you answered YES to any of the above please be specific and give a written
explanation. (Please use a separate paper if needed)

Do you have ANY Allergies?

Yes No

If YES, please explain:

If YES, do you carry an EPI-Pen?

Yes No

Waide_Dineev_Employment_0008

ROA_02237

Are you currently involved in a strength or endurance training routine? Yes No

If YES:

Weight training Yes No

Walking, jogging or running Yes No

Swimming Yes No

Other training routine, please explain: _____

Do you have ANY pre-existing health problems or injuries that may affect your job performance while employed with Beach Personnel? Yes No

If YES, please explain: _____

Do you have ANY pre-existing health problems or injuries that may be affected by your performance of duties and requirements as Beach Personnel employee? Yes No

If YES, please explain: _____

I, the undersigned, being an applicant for employment or being currently employed by Beach Personnel, do certify that I have read all questions and statements contained herein and that I have answered truthfully all questions and statements contained herein and furnished all information requested to the best of my knowledge and ability.

[Signature]
Signature

05/28/18
Date

Witness Signature

03/26/2018
Date

Wolde_Dineev_Employment_0009

ROA_02238

Hazardous and Infectious Materials Standard Operating Procedure for Beach Personnel, Inc.

Methods of Compliance for Prevention of Exposure

- A. Equipment used by all beach service/rescue personal dealing with prevention of exposure for but not limited to:
 - 1. All beach service personal shall be supplied with protective clothing and or equipment that is issued by Beach Personnel via Lack's Beach Service, including:
 - a) Protective Latex Gloves
 - b) Collapsible Resuscitation mask
 - c) Antiseptic hand cleanser
 - 2. All Beach Personnel supervisors will also have the additional protective equipment, including:
 - a) Protective splash proof glasses
 - b) Protective disposable clothing
 - c) Prohibited area marker tape
 - B. **Hand washing is the most important infection control procedure.** All Beach Personnel employees will wash their hands:
 - a) After removing protective equipment
 - b) After each victim contact
 - c) After handling potentially infectious materials
 - d) After cleaning or decontaminating equipment
 - e) After using the bathroom
 - f) Before and after eating, handling or preparing food
- 1. Employees shall wash their hands and skin with soap and water and also flush membranes i.e., eyes nose and mouth with water immediately, or as soon as practicable following contact of such body part areas with blood or other potentially infectious materials. If on the beach use hand sanitizer that is provided then use a shower or the ocean to fully rinse the body.
- 2. Food or drink shall not be kept or consumed in an area or vehicle where contaminated materials or blood are present.
- 3. All protocol and procedures involving blood or potentially infectious materials shall be performed in a manner to minimize splashing, spraying or splatter of said material. A manager must be notified immediately if an incident occurs.
- 4. In any circumstance when blood or potentially infectious materials are involved all Beach Personnel employees shall use the correct protocol and take necessary precautions.
- 5. Any contaminated or potentially contaminated clothing, objects and or materials shall be cause for the immediate notification of your manager for the day. Upon

notification to management of the existence of contaminated clothing, objects and or materials, management will immediately secure the area using the proper protocol and then notify the city beach patrol or county beach patrol for them to collect for de-contamination or disposal of said materials.

6. Any contaminated equipment shall be cleaned with a sanitizing solution of one part bleach to ten parts water.
 7. Beach Personnel management shall see that such contaminated equipment is properly sanitized and the correct officials were properly notified to dispose of said materials.
- C. CPR the order of preference is as follows:
- a) Collapsible resuscitation mask
 - b) Protective micro shield breather
 - c) Mouth to mouth resuscitation (while on duty it is a required policy to always have your pocket mask)
- D. All incidents involving hazardous and/or infectious materials i.e., body fluids must be documented via incident report and require immediate notification of management.

I have read the hazardous and infectious materials policy as stated above and I understand this policy to be standard operating procedures and I also understand all the protocol and precautions to take in administering CPR, first aid and other rescues as set forth by my certifications and by Beach Personnel.

Signature



Date

03/26/2018

Witness

Martina Jedlicka

Date 03/26/2018

Beach Personnel Substance Abuse Policy

General Statement

Beach Personnel has a responsibility to the public which it serves as a beach service to maintain a safe work environment free from substance abuse. As such Beach Personnel has implemented this substance abuse policy to express concretely their commitment to a drug free workplace and to fulfill our standards of lifesaving and performance.

Policy

1. Attempted or actual possession, sale, transfer, trade, manufacture or use of any controlled substance deemed illegal by federal and /or South Carolina law expressly forbidden on any company premise, vehicle, rental property, or any place where Beach Personnel provides service or business. In the same manner any illegal substance paraphernalia is also forbidden.
2. It is expressly forbidden that any employee work done under the influence of any alcoholic beverage or illegal substance.
3. The use of over the counter or prescription medications which may affect an employee's ability or standards of work must be reported to Beach Personnel management by employee prior to working for a safety determination of the fitness for duties.
4. Beach Personnel management maintains the right to request a fitness test, when the use of, or the presence of alcohol, illegal substance or medication is suspected to have a negatively affected work performance or could create a potential safety hazard. These tests may include a breathalyzer test, manual dexterity test, physical medical examination or analytical test.

Intervention

1. As one way to intervene in suspected substance problem related to Beach Personnel, an employee is subject to various appropriate as per section 4 under policy.

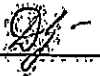
2. These tests may occur in the following situations:

- a) As part of pre-employment screening.
- b) As part of a random selection program.
- c) In the case where reasonable cause is given to Beach Personnel management, that substance abuse has or could affect employee's performance or ability to carry out his/her duties.

Discipline

1. Any employee violating any of the points set forth in this substance policy will be subject to disciplinary action up to immediate termination as well as civil liability actions in the case of harm or damage to person and/or property.
2. Any employee who fails to cooperate with management in the completion of any requested testing process will be considered immediately terminated.
3. Any employee who test positive for illegal substances or alcoholic beverages may be immediately terminated from Beach Personnel's employment and will have 24 hours to move out of guard houses.
4. All disciplinary actions taken by Beach Personnel management pertaining to the substance abuse policy will be documented in writing and kept in the employee's personnel file.

I have read and understand this substance abuse policy and agree to comply as part of my employment with Beach Personnel. This is attested by my signature below.

Signature  Date 05/26/2018

Witness Martina Jedlicka Date 03/26/2018

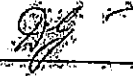
Urinalysis Consent Form

I understand that Beach Personnel participates in a drug free workplace program for the safety of the people we serve and protect.

I agree to voluntarily provide a urine sample to be submitted for testing of controlled substances at the request of Beach Personnel in fulfillment of company policy.

I understand that to be considered for employment I must be drug free. I also understand that a positive drug test at anytime during my employment with Beach Personnel I will be subject to disciplinary action which may include immediate termination of employment.

I understand that all test results are confidential, which are released to Beach Personnel management only and will remain part of my permanent employment file.

Signature:  Date 05/28/2018

Print Name Alexander Dineev

Witness:  Date

Wolde_Dineev_Employment_0014

Lack's Beach Service, Inc.

P.O. BOX 2365 * MYRTLE BEACH, SC 29578-2365
PHONE 843-448-7741 * FAX 843-626-4945

As an employee of Lack's/North/South Strand Beach Service you are responsible for all safety and assigned equipment. If damages to equipment occur, consequences will follow. The costs of damaged/lost equipment are as follows:

First Aid Kit (lost, materials wet, excessive personal use)	\$50
Rocking Bar (lost or left out of box after the end of shift):	\$150
Lock's:	\$45
Buoy:	\$85
Flags (loss of base pole and all corresponding flags):	\$50

I, Alexander Dineev, am responsible for all of my equipment and recognize that all damages to equipment or loss of equipment will be at my expense and I must have the price listed above deducted from my pay.

<u>Alexander Dineev</u>	<u>[Signature]</u>	<u>03/28/2012</u>
Participant Name	Participant Signature	Date

<u>Martina Jedlicka</u>	<u>[Signature]</u>	<u>03/26/2012</u>
Witness Name	Witness Signature	Date

Wolde_Dineev_Employment_0016

ROA_02244

Employee Handbook Acknowledgement of Receipt

I acknowledge that I have received a copy of the Lack's Beach Service/North Beach Service/South Strand Beach Service Employee Handbook dated: 06/28/2018 I understand that this handbook replaces any and all prior verbal and written communications regarding Lack's Beach Service/North Beach Service/South Strand Beach Service working conditions, policies, procedures, appeal processes, and benefits.

I understand that the working conditions, policies, procedures, appeal processes, and benefits described in this handbook are confidential and may not be distributed in any way nor discussed with anyone who is not an employee of Lack's Beach Service/North Beach Service/South Strand Beach Service.

I have read and understand the contents of this handbook and will act in accord with these policies and procedures as a condition of my employment with Lack's Beach Service/North Beach Service/South Strand Beach Service.

I understand that if I have questions or concerns at any time about the, I will consult my immediate supervisor, my supervisor's manager or Training Officer.

I also acknowledge that the handbook contains an employment-at-will provision that states:

- Either Lack's Beach Service/North Beach Service/South Strand Beach Service or I can terminate my employment relationship at any time, with or without cause, and with or without notice;
- That this employment-at-will relationship is in effect regardless of any other written statements or policies contained in this handbook, in any other Lack's Beach Service/North Beach Service/South Strand Beach Service documents, or in any verbal statements to the contrary; and
- That no one except Training Officer can enter into any differing employment relationship, contract, or agreement. To be enforceable, any such out-of-the-ordinary relationship. Contract, or agreement must be in writing, signed by the Training Officer and employee and in the employee file.

Finally, I understand that the contents of this employee handbook are simply policies and guidelines, not a contract or implied contract with employees. The contents of the employee handbook may change at any time.

Please read this Handbook carefully to understand these conditions of employment before you sign this document.

	<u>Alexander Dineev</u>	<u>05/28/2018</u>
Employee Signature	Employee Name (Please Print)	Date
<u>Martina Jedlicka</u>		<u>03/26/2018</u>

Employer Signature	Employer Name and Title (Please Print)	Date



Lack's Beach Service, Inc.

P.O. BOX 2365 • MYRTLE BEACH, SC 29578-2365

PHONE: 843-448-7741 • FAX: 843-626-4945

www.lacksbeachlifeguards.com • lacksbeach@sc.rr.com

Lack's/North/South Strand Beach Service, Inc. Swim Policy for all Seasonal Employees:

Effective, March 26, 2018 seasonal lifeguards employed by Lack's Beach Service must complete the swim requirements listed below:

1. All employees will swim at Canal Street Recreation Center pool for the 500 meters swim test (which is equal 550 yards). All employees must swim 500 meters using freestyle in 10 minutes or less. Flip turns, goggles and caps are allowed. Training officer will time each lifeguard and will keep Swim Test Records.
2. Employees who are not able to swim it in 11:30 on first day will not be even hired. Employees who swim it 10 - 11:30 minutes will be trained and must retake swim test within 7 days.
3. Employees who fail swim test on the second attempt must complete training session with Training Officer for one week - Monday thru Saturday from 6 am till 7 am. And after employees must pass swim test on Monday (in 10 minutes or less). They don't work on the beach after failure on second test. In case they don't show up on training - employment is terminated immediately.

Dineev
LIFEGUARD PRINT NAME

[Signature]
LIFEGUARD SIGNATURE

03/26/2018
DATE

Signature of Training Officer: Martina Jedlicka
Swim time: _____

Wolde_Dineev_Employment_0018

ROA_02247

Bartlett Buie, CPA, P.A.

New Employee Setup Form

New hire -> LBS

*Boxed area is **MANDATORY** for State New Hire Reporting
Incomplete Information could result in a **PENALTY** to Employer from the State Agency

*First Name <u>Dineev</u>		*MI <u></u>	*Last Name <u>Alexander</u>
*Address <u>121 Abdrashitova</u>			
*City <u>Orenburg</u>	*ST <u>Russia</u>	*Zip Code <u>460000</u>	
*Phone <u>+79278276866</u>	Department <u>Lack's Beach Service</u>	Job Title <u>Ocean LG</u>	
*Social Security # <u></u>	*Date of Hire <u>5/28/18</u>	*Date of Birth <u>[REDACTED] 1997</u>	

Hourly Rates		Salary	Employment Status (Check Box)	
Rate 1:		Salary: \$	☐ Full Time	☐ Seasonal
Rate 2:		Per Pay Period	☐ Part Time	☐ Rehire
Rate 3:			☐ J-1 Visa	☐ H-2B Visa

Deductions	Amount	Circle One	Deduction Frequency	Required Paperwork
401K Deduction		% or Flat Amt	Per Payroll Period	W-4 Attached ☐
Child Support		% or Flat Amt	Per Payroll Period	I-9 Attached ☐
Garnishment		% or Flat Amt	Per Payroll Period	ID-1 Attached ☐
				ID-2 Attached ☐

* Child Support and Garnishments Require Copies of Court Orders.

Single/Married/M WH Single Rate	# of Exemptions	Additional Withholding Amount
Federal Withholding		
State Withholding		

Direct Deposit Information - Please use the Direct Deposit Authorization Form.

Bartlett Buie Payroll Processing Use Only

Changes Made	Date	Initials
Changes Not Made	Date	Initials
Reason Not Made		

Wolde_Dineev_Employment_0019

Form W-4 (2018)

Future developments. For the latest information about any future developments related to Form W-4, such as legislation enacted after it was published, go to www.irs.gov/FormW4.

Purpose. Complete Form W-4 so that your employer can withhold the correct federal income tax from your pay. Consider completing a new Form W-4 each year and when your personal or financial situation changes.

Exemption from withholding. You may claim exemption from withholding for 2018 if both of the following apply.

- For 2017 you had a right to a refund of all federal income tax withheld because you had no tax liability, and
- For 2018 you expect a refund of all federal income tax withheld because you expect to have no tax liability.

If you're exempt, complete only lines 1, 2, 3, 4, and 7 and sign the form to validate it. Your exemption for 2018 expires February 15, 2019. See Pub. 505, Tax Withholding and Estimated Tax, to learn more about whether you qualify for exemption from withholding.

General Instructions

If you aren't exempt, follow the rest of these instructions to determine the number of withholding allowances you should claim for withholding for 2018 and any additional amount of tax to have withheld. For regular wages, withholding must be based on allowances you claimed and may not be a flat amount or percentage of wages.

You can also use the calculator at www.irs.gov/W4App to determine your tax withholding more accurately. Consider

using this calculator if you have a more complicated tax situation, such as if you have a working spouse, more than one job, or a large amount of nonwage income outside of your job. After your Form W-4 takes effect, you can also use this calculator to see how the amount of tax you're having withheld compares to your projected total tax for 2018. If you use the calculator, you don't need to complete any of the worksheets for Form W-4.

Note that if you have too much tax withheld, you will receive a refund when you file your tax return. If you have too little tax withheld, you will owe tax when you file your tax return, and you might owe a penalty.

Filers with multiple jobs or working spouses. If you have more than one job at a time, or if you're married and your spouse is also working, read all of the instructions including the instructions for the Two-Earners/Multiple Jobs Worksheet before beginning.

Nonwage income. If you have a large amount of nonwage income, such as interest or dividends, consider making estimated tax payments using Form 1040-ES, Estimated Tax for Individuals. Otherwise, you might owe additional tax. Or, you can use the Deductions, Adjustments, and Other Income Worksheet on page 3 or the calculator at www.irs.gov/W4App to make sure you have enough tax withheld from your paycheck. If you have pension or annuity income, see Pub. 505 or use the calculator at www.irs.gov/W4App to find out if you should adjust your withholding on Form W-4 or W-4P.

Nonresident alien. If you're a nonresident alien, see Notice 1392, Supplemental Form W-4 Instructions for Nonresident Aliens, before completing this form.

Specific Instructions

Personal Allowances Worksheet

Complete this worksheet on page 3 first to determine the number of withholding allowances to claim.

Line C. Head of household please note: Generally, you can claim head of household filing status on your tax return only if you're unmarried and pay more than 50% of the costs of keeping up a home for yourself and a qualifying individual. See Pub. 501 for more information about filing status.

Line E. Child tax credit. When you file your tax return, you might be eligible to claim a credit for each of your qualifying children. To qualify, the child must be under age 17 as of December 31 and must be your dependent who lives with you for more than half the year. To learn more about this credit, see Pub. 972, Child Tax Credit. To reduce the tax withheld from your pay by taking this credit into account, follow the instructions on line E of the worksheet. On the worksheet you will be asked about your total income. For this purpose, total income includes all of your wages and other income, including income earned by a spouse, during the year.

Line F. Credit for other dependents. When you file your tax return, you might be eligible to claim a credit for each of your dependents that don't qualify for the child tax credit, such as any dependent children age 17 and older. To learn more about this credit, see Pub. 505. To reduce the tax withheld from your pay by taking this credit into account, follow the instructions on line F of the worksheet. On the worksheet, you will be asked about your total income. For this purpose, total income includes all of

Separate here and give Form W-4 to your employer. Keep the worksheet(s) for your records.

Form W-4 Department of the Treasury Internal Revenue Service		Employee's Withholding Allowance Certificate		OMB No. 1545-0074
		▶ Whether you're entitled to claim a certain number of allowances or exemption from withholding is subject to review by the IRS. Your employer may be required to send a copy of this form to the IRS.		2018
1 Your first name and middle initial <u>Dineev</u>		2 Your social security number <u>123456789</u>		
3 Home address (number and street or rural route) <u>12345 Main St</u>		4 City or town, state, and ZIP code <u>Orlando FL 32801</u>		
5 Total number of allowances you're claiming (from the applicable worksheet on the following pages)		6 Additional amount, if any, you want withheld from each paycheck		
7 I claim exemption from withholding for 2018, and I certify that I meet both of the following conditions for exemption. • Last year I had a right to a refund of all federal income tax withheld because I had no tax liability, and • This year I expect a refund of all federal income tax withheld because I expect to have no tax liability. If you meet both conditions, write "Exempt" here.		8 Employer's name and address (Employer: Complete boxes 9 and 10 if sending to IRS and complete boxes 9, 9, and 10 if sending to State Director of New Hires.)		
Under penalties of perjury, I declare that I have examined this certificate and, to the best of my knowledge and belief, it is true, correct, and complete.		9 First date of employment <u>05/28/2018</u>		10 Employer identification number (EIN) <u>12-3456789</u>
Employee's signature (This form is not valid unless you sign it.) <u>[Signature]</u>		Date <u>05/28/2018</u>		

For Privacy Act and Paperwork Reduction Act Notice, see page 4.

Oct. No. 10220Q

Form W-4 (2018)

Waive_Dineev_Employment_0020

ROA_02249



Employment Eligibility Verification
Department of Homeland Security
U.S. Citizenship and Immigration Services

USCIS
Form I-9
OMB No. 1615-0047
Expires 08/31/2019

▶ **START HERE:** Read instructions carefully before completing this form. The instructions must be available, either in paper or electronically, during completion of this form. Employers are liable for errors in the completion of this form.

ANTI-DISCRIMINATION NOTICE: It is illegal to discriminate against work-authorized individuals. Employers CANNOT specify which document(s) an employee may present to establish employment authorization and identity. The refusal to hire or continue to employ an individual because the documentation presented has a future expiration date may also constitute illegal discrimination.

Section 1: Employee Information and Attestation (Employer must complete and sign Section 1 of this form on a separate sheet of paper, not on this form, and attach it to the back of this form.)					
Last Name (Family Name) <i>Aleksandrov</i>		First Name (Given Name) <i>Dineev</i>		Middle Initial	Other Last Names Used (if any)
Address (Street Number and Name) <i>121 Krasnaya Street</i>		Apt. Number	City or Town <i>Orenburg</i>	State	ZIP Code <i>460000</i>
Date of Birth (mm/dd/yyyy) <i>1997</i>	U.S. Social Security Number <i>000-00-0000</i>		Employee's E-mail Address <i>alex12197@gmail.com</i>		Employee's Telephone Number

I am aware that federal law provides for imprisonment and/or fines for false statements or use of false documents in connection with the completion of this form.

I attest, under penalty of perjury, that I am (check one of the following boxes):

☐ 1. A citizen of the United States	
☐ 2. A noncitizen national of the United States (See instructions)	
☐ 3. A lawful permanent resident (Alien Registration Number/USCIS Number):	
☒ 4. An alien authorized to work until (expiration date, if applicable, mm/dd/yyyy): <i>08/15/2018</i> Some aliens may write "N/A" in the expiration date field. (See instructions)	
Aliens authorized to work must provide only one of the following document numbers to complete Form I-9: An Alien Registration Number/USCIS Number OR Form I-94 Admission Number OR Foreign Passport Number.	
1. Alien Registration Number/USCIS Number: OR 2. Form I-94 Admission Number: <i>27346964456</i> OR 3. Foreign Passport Number: _____ Country of Issuance: _____	

QR Code - Section 1 Do Not Write in This Space

Signature of Employee <i>[Signature]</i>	Today's Date (mm/dd/yyyy) <i>06/28/2018</i>

Preparer and/or Translator Certification (check one)	
☐ I am the employer and I am completing this form.	☐ I am a preparer or translator assisting the employer in completing this form.

I attest, under penalty of perjury, that I have assisted in the completion of Section 1 of this form and that to the best of my knowledge the information is true and correct.

Signature of Preparer or Translator		Today's Date (mm/dd/yyyy)	
Last Name (Family Name)		First Name (Given Name)	
Address (Street Number and Name)		City or Town	State ZIP Code



Employment Eligibility Verification
Department of Homeland Security
U.S. Citizenship and Immigration Services

USCIS
Form I-9
OMB No. 1615-0047
Expires 08/31/2019

Section 2: Employer or Authorized Representative Review and Verification
(Employer or authorized representative must review and verify the employee's identity and employment authorization. If the employee is a new hire, the employer or authorized representative must also verify the employee's identity and employment authorization. If the employee is a current employee, the employer or authorized representative must verify the employee's employment authorization.)

Employee Info from Section 1 Last Name (Family Name) First Name (Given Name) M.I. Citizenship/Immigration Status

List A Identity and Employment Authorization	OR	List B Identity	AND	List C Employment Authorization
Document Title <i>passport</i>		Document Title		Document Title <i>SS card</i>
Issuing Authority <i>Russia Federation</i>		Issuing Authority		Issuing Authority <i>SS admin</i>
Document Number <i>725149143</i>		Document Number		Document Number
Expiration Date (if any) (mm/dd/yyyy) <i>27-06-2023</i>		Expiration Date (if any) (mm/dd/yyyy)		Expiration Date (if any) (mm/dd/yyyy) <i>N/A</i>
Document Title		Additional Information		On Code - Sections 2 & 3 Do Not Write in This Space
Issuing Authority				
Document Number				
Expiration Date (if any) (mm/dd/yyyy)				
Document Title				
Issuing Authority				
Document Number				
Expiration Date (if any) (mm/dd/yyyy)				

Certification: I attest, under penalty of perjury, that (1) I have examined the document(s) presented by the above-named employee, (2) the above-listed document(s) appear to be genuine and to relate to the employee named, and (3) to the best of my knowledge the employee is authorized to work in the United States.

The employee's first day of employment (mm/dd/yyyy): *05/28/2018* (See Instructions for exemptions)

Signature of Employer or Authorized Representative <i>Martina Jedlicka</i>	Today's Date (mm/dd/yyyy)	Title of Employer or Authorized Representative <i>Recruiting & Training Officer</i>	
Last Name of Employer or Authorized Representative <i>Jedlicka</i>	First Name of Employer or Authorized Representative <i>Martina</i>	Employer's Business or Organization Name <i>LACK'S BEACH SERVICE</i>	
Employer's Business or Organization Address (Street Number and Name) <i>561 Robert M. Grissom Pkwy</i>		City or Town <i>Myrtle Beach</i>	State <i>SC</i>
		ZIP Code <i>29577</i>	

Section 3: Reverification and Rehire (For employees with temporary employment authorization only)			
A. New Name (if applicable)		B. Date of Rehire (if applicable)	
Last Name (Family Name)	First Name (Given Name)	Middle Initial	Date (mm/dd/yyyy)
C. If the employee's previous grant of employment authorization has expired, provide the information for the document or record that establishes continuing employment authorization in the space provided below.			
Document Title	Document Number	Expiration Date (if any) (mm/dd/yyyy)	

I attest, under penalty of perjury, that to the best of my knowledge, this employee is authorized to work in the United States, and if the employee presented document(s), the document(s) I have examined appear to be genuine and to relate to the individual.

Signature of Employer or Authorized Representative	Today's Date (mm/dd/yyyy)	Name of Employer or Authorized Representative

South Carolina
Terms of Employment Notice

Date of hire: 05/28/18

Name of Employee Dineev Alzghandi Social Security Number _____

Address: 121 Abdurrahmane Ave. Myrtle Beach, SC 29577

In compliance with S41-10-30 of the S.C. Code of Laws, 1976, as amended, you are hereby notified of the terms of employment:

1. Normal hours of work: ☐ full-time ☒ part-time ☒ seasonal

(i.e., number or range of hours) per week, day, other, etc _____

2. Rate of pay: Wages \$ _____ Salary \$ ☒ Commissions _____ % Other _____
Bonuses: _____ Expenses: _____

3. Payday is: WEDNESDAY Weekly ☒ Bi-Weekly _____ Monthly _____ Other _____
Place of payment is 531 ROBERT GASSON PKWY MYRTLE BEACH SC 29577
Time of payment is 5:00 PM
Day of payment is WEDNESDAY

4. Deductions to be made from wages such as, but not limited to, insurance deductions, documented debts/offsets, etc. (excluding income taxes and FICA): Uniform, Rent, damages, training fees

Any changes in these terms shall be made in writing and at least seven (7) days before they become effective.

Additional Terms

The following terms may be provided at the discretion of the employer in accordance with individual company policy.

5. Vacation policy is: N/A

6. Paid holidays are: N/A

7. Sick leave policy is: N/A

8. Other: N/A

[Signature]
Employee signature

Company: Lack's Beach Service, Inc.

Address: P.O. Box 7770
Myrtle Beach SC 29572

Telephone: 843-448-7741

Charlana Jenkins
Employer signature

Wolde_Dineev_Employment_0023

ROA_02252

Handwritten notes and signatures, including dates like 12/08, 12/09, and 12/10, and various illegible text fragments.

Lack's Beach Service, Inc.

P.O. BOX 2365 • MYRTLE BEACH, SC 29578-2365

PHONE (843) 448-7741 • FAX (843) 626-4945

martina@lacksbeachservice.com

WE ARE PLEASED TO OFFER YOU, Alexander Dineev THE POSITION DETAILED BELOW AND LOOK FORWARD TO RECEIVING YOUR ACCEPTANCE FORM BY RETURN.

NAME OF COMPANY: LACK'S BEACH SERVICE

POSITION: OCEAN LIFEGUARD

WAGE PER HOUR \$ 8.43

HOURS PER DAY/WEEK 8/48

STARTING DATE: 05/27/2018

ENDING DATE: 08/29/2018

HOUSING: Available, Starting at \$100.00 a week. Lack's provides information on housing in the downtown Myrtle Beach area. Will include utilities and our guards will be placed together. Housing requires a \$200 security deposit.

REQUIREMENTS: All guards must provide proof of certifications, and be able to swim 500 meters in 10 minutes or less before employment.

RESPONSIBILITIES OF LIFEGUARDS INCLUDE, BUT ARE NOT LIMITED TO: TO ENSURE AND MAINTAIN SAFETY WITHIN A DESIGNATED AREA, AND A SURVEILLANCE BEACH BEACHES, "LIFE" RESPONSIBILITIES, TO BE A LIFEGUARD IN ANY OTHER BEACH AREA.

WE WELCOME YOUR INTEREST IN SEASONAL EMPLOYMENT WITH LACK'S BEACH SERVICE. WE HOPE TO HAVE YOU JOIN US FOR THE SEASON OF 2018.

BY SIGNING THIS OFFER OF EMPLOYMENT, YOU ACCEPT THE SEASONAL JOB IN EXACT DATES STATED ABOVE. PLEASE RETURN A COPY OF THIS OFFER TO OUR OFFICE.

EMPLOYEE'S SIGNATURE:

DATE: 5/24/2018

EMPLOYER'S SIGNATURE:
Martina Jedlicka

DATE: 07/26/2018

Recruiting and Training Officer

Wolde_Dineev_Employment_0026

ROA_02254

WORK & TRAVEL USA

Employment Offer and Agreement

EMPLOYER SECTION: (TO BE COMPLETED BY BUSINESS OWNER OR AUTHORIZED REPRESENTATIVE)

Position Offered To: **Aleksandr Dineev** from **Russia**
FIRST NAME MIDDLE NAME FAMILY NAME STUDENT'S COUNTRY

Legal Business Name: **Lack's Beach Service, Inc.**

Doing Business As:

Corporate/Main Address: **531 Robert M. Grissom Parkway**

Myrtle Beach

SC
STATE

29577
ZIP

Employment Location: **same as above**

ADDRESS WHERE STUDENT WILL WORK, IF DIFFERENT FROM ABOVE

Type of Business: **Ocean Lifeguarding/Beach Concessions**

Website: **www.lacksbeachlifeguards.com**

Federal Tax ID#: **57-0826231**

Worker's Comp Policy: **WCV 8011611**

Accident Fund

POLICY NUMBER (IF REQUIRED BY STATE LAW)

CARRIER

Employment Contact:

Martina Jedlicka

NAME **Recruiting and Training Manager**

TITLE **843-448-7741**

PHONE **843-283-2470**

MOBILE **martina@lacksbeachservice.com**

EMAIL

Student Position: **Ocean Lifeguard**

JOB TITLE

Business Owner:

George W. Lack

NAME **owner**

TITLE **843-448-7741**

PHONE **N/A**

MOBILE **lacksbeach@sc.rr.com**

EMAIL

\$8.43

☒ Yes ☐ No

05/27/2018

08/29/2018

WAGE PER HOUR

TIPPED POSITION

START DATE (MM/DD/YYYY)

END DATE (MM/DD/YYYY)

Average number of work hours per week: **48**

Are overtime hours available?

☐ Yes ☒ No ☐ Maybe

Total # of international students hired at this location: **80**

Total # of All Employees: **150**

Total # of international students from InterExchange: **10**

Total # hired from other sources: **70**

Which other sponsor companies are you using to provide seasonal help?

Intrax, CCUSA, CIEE, CCI

What level of English is required for this position? ☐ Beginner ☐ Conversational ☒ Fluent

Please describe job duties: **Lifeguards act like dual role lifeguards. Guards rent out beach concession, which requires daily set up and take down.**

Please describe any deductions from student paycheck: **Uniforms; Shirt, shorts, rain coat, whistle, fanny pack, pocket mask and swim suit**

Is housing provided? ☒ Yes ☐ No

Deposit Amount: **\$200**

Cost: **\$ 100**

Per ☒ Week ☐ Month
(DURATION)

Approximate # of students per room and description of housing: **2-4. Kitchen utensils, oven, microwave, A/C, washer and dryer.**

Is transportation available? ☒ Yes ☐ No

Distance from job location: **3-5 miles**

What opportunities will the participant have to experience American culture while in your employ?

Participant can meet and exchange cultural experiences with people from all over the world.

IMPORTANT: An InterExchange representative will contact the employer at the place of business to verify employment offer and the information on this agreement. Without confirmation of this offer and agreement, InterExchange will be unable to provide sponsorship to the prospective employee.

InterExchange Inc. is a designated J-1 Visa sponsor for the U.S. Department of State regulated Summer Work Travel Program (22 C.F.R. Part 62). Participant sponsorship is not granted until this Employment Offer and Agreement has been received, reviewed and approved by an authorized InterExchange representative. Continued sponsorship is contingent upon the successful execution of and adherence to this agreement between the employer and named international exchange student. Please be advised that, as per U.S. Department of State regulations, a representative of the J-1 Visa program may also contact employers regarding this job offer.

The undersigned Employer agrees to the following terms and conditions:

I certify and attest that I am authorized to extend this employment offer to the student on behalf of the company stated herein.

I understand that InterExchange is the U.S. Department of State designated sponsor of the Summer Work Travel (J-1 Visa) program and the sponsor may at any time withdraw sponsorship from any participant in the event of non-compliance with the program regulations.

I attest that the relationship between the employer and student will comply with all Federal, State and Local laws regarding employment and occupational health and safety.

I attest that the position is available for the student for the entire employment period stated herein although conditions of employment may change due to unavoidable circumstances beyond my control. I further agree to notify InterExchange immediately if any of the terms of this offer change, if the student leaves or is terminated from the

position or suffers any medical, psychological or criminal adverse effect.

I understand that the maximum duration for employment is 4 months (12 months for Australian and New Zealand students) as pertains to the dates stated on the student's DS-2019 form.

I understand that all students participating on the U.S. government regulated Summer Work Travel program are made aware of Federal Minimum Wage laws. I hereby agree to pay international students in accordance with minimum wage standards, but not less than what is customary for U.S. residents holding the same job.

Per IRS Employer Tax Guide and Publication 515, I understand that students on a J-1 Visa are considered non-resident aliens who are not subject to Social Security (FICA), Medicare or Federal Unemployment (FUTA) withholding taxes. I agree to consult a tax professional regarding state unemployment tax exemptions within my state.

I understand that the student will apply for and obtain a Social Security number that may not be available at start of employment. The DS-2019 form and I-94 card together will provide proof of authorization to work.

I agree to obtain advance permission in writing from the student for any payroll deductions or changes to deductions.

I certify that the employer maintains and extends Workers Compensation coverage to employees if mandated by state law at student's work site:

I agree to provide or assist in securing housing for the student. I agree to provide housing that is safe, appropriate and compliant with all housing codes at reasonable cost and terms. Further, I understand that InterExchange is not responsible for paying housing deposits or costs.

I understand and agree that InterExchange cannot be held liable for the performance of the participant, nor for any civil or criminal liability incurred by the participant (including defense costs). Further, I understand that InterExchange cannot guarantee continuous employment coverage in the event a client leaves position or is terminated.

I will indemnify and hold InterExchange harmless against any claims, liability, damages or costs incurred by reason of any act, error or omission of the employer or its agents.

I agree that any controversy, dispute or claim arising out of or in connection with this agreement, the relationship of the parties, or its interpretation, performance or nonperformance, or any breach thereof shall be determined solely in arbitration conducted in New York, NY in accordance with the then existing rules of the American Arbitration Association.

The U.S. Department of State Summer Work Travel regulations can be found by visiting the following website: <http://visa.state.gov/wp-content/uploads/2012/05/2012-swt-lfr.pdf>

Upon completion please return this form and any accompanying paperwork to the student. InterExchange must receive the completed Agreement from the student as part of their sponsorship application. InterExchange will contact you to obtain and verify your Federal Tax ID (EIN), a copy of the cover page/deck sheet of your workers' compensation policy and a copy of your business license or proof of current registration with the city or state in which your business is located.

Recruiting and Training Manac

01/26/2018
DATE (MM/DD/YYYY)

STUDENT Terms

I hereby acknowledge that I have reviewed, understand and agree to all the terms of this job offer.

I understand that InterExchange may find this job offer unacceptable and I will not be allowed to pursue employment with this company.

I agree to work 4 months or less in total (12 months for Australian and New Zealand students), and until the last date stated above.

I understand that neither my employer nor InterExchange can guarantee the terms of this offer and that my duties and responsibilities are subject to change according to the needs of the employer or other unforeseen circumstances. I understand that the average number of hours per week is an estimate and is subject to change according to the needs of the employer.

I agree to hold my employer and InterExchange harmless for any financial loss sustained by me as a result of the change in terms of this employment offer. I understand that either I or my employer may terminate the employment relationship at any time with or without prior notice according to applicable employment laws.

I agree to notify InterExchange immediately if I am terminated from this position.

I further understand that failure to notify InterExchange of any change of employment or housing within one week may result in automatic termination from the program.

I understand that I must inform InterExchange of my intention to leave this employer and will not begin work at a new job prior to verification and consent by InterExchange.

I understand that I may be responsible for securing housing on my own before or upon arrival if it has not been included in this offer.

I have read, understand and agree to the paycheck deductions and further understand they may be subject to change. Further I understand that a separate agreement may be required for housing and transportation if provided by the employer.

I understand that it may take up to two weeks to receive my first paycheck and have adequate funds to support myself during this time.

In addition, by signing below, I am acknowledging that I have found this job through my own means and have not purchased this job offer from a third party.

NAME OF EMPLOYEE (PRINT)

SIGNATURE

DATE (MM/DD/YYYY)

NAME OF LOCAL AGENT

NAME OF UNIVERSITY _____

@9:00am

Phone Interview Form

Date: 1/26/18 Name: Alexander Dineev
Country/State: Russia Contact email: alex12197@yandex.ru
Sponsor Agency: InterExchange Contact phone #: _____

About Us: Lack's Beach Service employs a total of 110-130 ocean lifeguards seasonally. Our season runs from March to October, with our peak season being June 1st - Sep 1st. We guards three different portion of the beach, covering about 10 miles in the city and county of Myrtle Beach, South Carolina. What makes us unique is that our guards perform a dual role! This means you are going to be in charge of setting up and taking down of daily beach chairs and umbrellas. This is done in the morning before the crowd comes, and taken down in the afternoon before you leave the beach. During the day guards must have written record of daily rentals and keep their money organized, on top of providing superior lifeguarding services, including beach and swimmer surveillance, ocean rescue and first aid. Working for Lack's is very physically and mentally demanding job, and it will give the opportunity to work hard, live on your own and meet people from all over the world!

Training: All first year guards complete 3-4 days of paid training. This includes pool swim test, in class training and at least 3 days of shadowing a veteran guard. First year guards must also attend Rookie School and all guards must attend weekly in-service training called the Surf School.

Pay: Guards receive a base pay OR a percent of sales for the week which ever is greater. Base pay is \$450 for the week. Most guards also make daily tips. There is a bonus pay if you stay until the end your agreed upon contract date. Guards work 7 days a week and can receive a day off every 10-14 days. Days off are not paid.

1. General Questions

- a. Tell me a little about yourself, outside of lifeguarding... are you in school? What's your major/what are you studying? What are your hobbies? Do you like volunteer work? Are you currently employed?

20yr. College

- b. Why do you want to travel to Myrtle Beach and work for Lack's Beach Service? What is interesting about you, why should we hire you?

2. Questions for the interviewee on Lifeguarding

- a. Tell me about your past experience with lifeguarding/Have you ever worked as a beach lifeguard? Why do you think you'll make a good lifeguard?

- b. Who is doing OR did you lifeguard certification? Do you have any friends who are good swimmers and are interested in lifeguarding job?

- c. How often you swim? How do you plan on practicing your 550 yards, 500 meters swim?
What is your time? Send signed account of time.

500m / 10:29

- d. This job requires the ability to lift 25 lbs+ and requires you to be in the water every single day. For any reason during your employment, would you not be able to do complete these tasks? Why? (Especially probe the girls on this question)

- e. This job requires constant written and verbal communication with customers on the beach. Tell me about your customer service experience. How strong do you feel your communication skills are? Tell me about a positive experience you've had with a customer/a negative experience and how you handled it.

3. Questions for the interviewee on Requirements

- Who's your visa sponsor? What agency? *InterExchange*
- Certifications - Current - Not Current - recert date
- Rate English skills below

Things to double check with:

- * Dates available: What's the first day you can begin work in the US? (When do your exams end?)
When do you begin school in the fall? *May 27 - 29 August*

- * Housing needed at \$100/week \$200 Security Deposit *(YES)* NO

- * Transportation to here - You must keep updated on your travel plans. We can pick you up any day
Mo - Sat, and we prefer that you arrive in the morning.

- * Hep B and Tetanus shot

Check your email account daily one month prior to your travel.

Do you have any question? If you think of any later please do not hesitate to contact us by phone or email.
843-448-7741. Marina@lacksbeachservices.com

Hired: _____

Not Hired: _____

Reason: _____

*** After reviewing your interview form, I send out job offers. It is a contract that will need to be returned signed within 2 weeks. You're not considered hired until I have the signed copy back. The contract can be faxed, emailed or mailed.

1/24/2018

Lack's Beach Service Mail - Application from website



Martina Zirosova <martina@lacksbeachservice.com>

Application from website

Aleksandr Dineev <alex12197@yandex.ru>
Reply-To: "alex12197@yandex.ru" <alex12197@yandex.ru>
To: martina@lacksbeachservice.com

Tue, Jan 23, 2018 at 9:48 AM

Application Date:

01/23/2018

Personal Info:

First Name: Aleksandr

Last Name: Dineev

Date of Birth: [REDACTED] 97

Email: alex12197@yandex.ru

Phone: 89278275865

Gender: male

Height: 5' 9"

Weight: 165

Address:

Street Address: Mozhaisk 8

City: Ulyanovsk

Country: RU

Zip: 432071

Work related info:

When would you be available for work? 05/27/2018

Last date available for work? 08/31/2018

Would you be able to work Labor Day weekend? yes

Have you had past employments with a beach service or lifeguard agency? no

If yes, Name of the Company and dates of employment:

Have you been employed by Lack's/North/South Strand Beach Service before? no

If yes, list dates and position:

Are you currently enrolled in school? yes

*steps sent 1/24

*video received!

10:24 / 500m

*need cuts!

Wolde_Dineev_Employment_0030

ROA_02259

1/24/2018

Lack's Beach Service Mail - Application from website

School/ University Name and Phone Number: Ulyanovsk Institute of Civil Aviation and 8 8422 39-81-08

Have you graduated High School? yes

Have you graduated College?

Have you had Military Service? no

If yes, what Branch?

Do you have a police record? no

If yes, please explain.

Will you have transportation? no

Will you need housing? yes

Will you be legal to work in the United States? yes

Do you have current certifications of:

Lifesaving: no

CPR for the Professional Rescuer: no

First Aid: no

Employment History:

Employer:

Are you currently employed? no

If yes, may we contact you employer?

Present/Previous Employer

Dates of Employment:

Address:

Phone number:

Type of Business:

Supervisor:

Title:

Position Held:

Start Date - End Date:

Reason For Leaving: {field:reason_for_leaving}

Description of Duties:

List any additional employers/positions: {field:list_any_additional_employers_positions}

Why would you be an asset to our team? I would be able become an asset to you team, so I have big desire to work the lifeguard. Moreover I have some skills and experience first aid. I had training in first-aid procedures in my institute, because I should know this things as future civil pilot. But unfortunately, I've not certain certifications at this moment.

How did you hear about us? I heard about you from my friend, who worked last summer.

Wolde_Dineev_Employment_0031

ROA_02260

1/24/2018

Lack's Beach Service Mall - Application from website

Do you know anyone who has worked for Lack's, North Beach, or South Strand Beach Service before? If so, please state name. Ildar Usmanov

References (Name / Phone Number / Years Known):

1.

2.

3.

Disclosure

Applicant Initials: Dineev

2 attachments

 **ninja-forms-submission.csv**
3K

 **ninja-forms-submission-1420.pdf**
8K

Wolde_Dineev_Employment_0032

ROA_02261



Lack's Beach Service, Inc.

P.O. BOX 2365 • MYRTLE BEACH, SC 29578-2365
PHONE: 843-448-7741 • FAX: 843-626-4945
www.lacksbeachlifeguards.com • lacksbeach@sc.rr.com



Addendum to Terms of Employment

I, Alex Dineev, understand that I will be compensated for any after work hours mandatory training. I also understand that I will be compensated for ERT when I participate.

Compensation will be \$8.00/hour and will be on the paycheck for the week the training occurred. The compensation will be identified as training on the paycheck you receive at the end of the day every Wednesday.

I am signing stating that I understand the above.

[Signature]
Employee

[Signature]
Manager

06/06/18
Date

Lifeguard Training Record
North/Lack's/South Strand Beach Services

LIFEGUARD TRAINING RECORD

LACKS/NORTH/SOUTH STRAND BEACH SERVICE

Name:

Alexander Dineev

Veteran

Rookie

X

Lifeguarding

Agency:

KRC

Expire:

2020

First Aid

Agency:

Expire:

CPR/PR

Agency:

Expire:

Employee Handbook Review

DATE:

SUPERVISOR

CPR REVIEW/CHALLENGE

DATE:

SUPERVISOR

SWIM TEST - 500 METERS IN POOL

CITY/COUNTY - 12 MIN

USLA - 10 MIN

time:

date:

time: 10:15

date:

5/28/18

VETERAN TRAINERS:

TRAINING OFFICER:

[Signature]

DATE:

5/28/18

Wolde_Dineev_Employment_0034



Certificate of Completion

Aleksandr Dineev
has successfully completed requirements for
Lifeguarding/First Aid/CPR/AED.- valid. 2 Years

conducted by
American Red Cross

Data Completed: **05/31/2018:**
Instructors: **Martina Zirosova**



Certificate ID: **GW7J0Q**

To verify, scan code or visit:
redcross.org/confirm

Wolde_Dineev_Employment_0035

ROA_02264

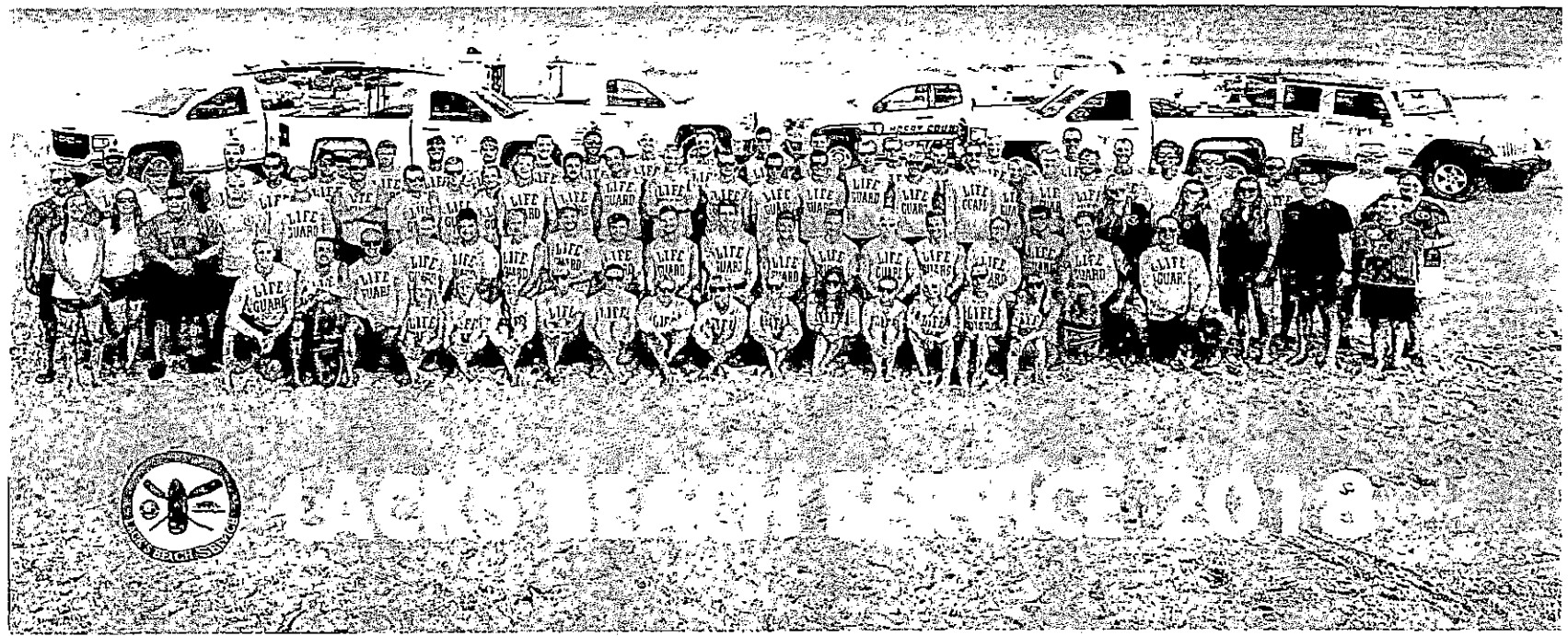


ROA_02265



DZ

DEFENDANT'S EXHIBIT
NO. 6
DATE: _____
Bobbi Fisher, RPR



ROA_02267

NARRATIVE 1

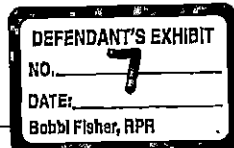
When I was explaining the meaning of different colours of the flags to the man, who inquired about it, I heard CODE 3 on the radio on L20. I immediately started running that direction. When I arrived on the scene, I saw lifeguards who have been already doing CPR, so I took care about safety around and moving people back from the victim. Then when I heard that fire rescue was coming, so I went to make enough space for them to come to the victim and show the exact place of the accident.

Name: LUKASZ JAWORSKI

Date: 8/24/18

Signature: Lukasz Jaworski

NARRATIVE 2



Name: _____ Date: _____

Signature: _____

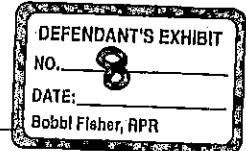
Wolde_L21/L22_Incident Reports_0010

NARRATIVE 1

I went on my lunch at 12:15 A.M.
I came back at 12:59 and a front
of my tower was victim and 4 guards.
They did CPR. I found wife of victim
and tried calm her down. After few
seconds Ocean Rescue was there
and they took over victim.

Name: Kasper Pelaez Date: 8/24/2018
Signature: Kasper Pelaez

NARRATIVE 2



Name: _____ Date: _____
Signature: _____

Wolde_L21/L22_Incident Reports_0002

ROA_02269

3:11 PM

07/29/22.

Accrual Basis

Lack's Beach Service, Inc.

Balance Sheet

As of December 31, 2021

DEFENDANT'S EXHIBIT

NO. 9

DATE:

Bobbi Fisher, RPR

Dec 31, 21

ASSETS

Current Assets

Checking/Savings

Anderson Brothers Bank	20,817.09
Anderson Brothers Bank -PPF	209.96
Anderson Brothers Payroll	6,864.80
First Reliance	165,830.67

Total Checking/Savings	183,712.52

Other Current Assets

A/R- Other	4,083.37
Advances to Stockholder	555,912.77
Deposits	3,350.00
Due from Affiliates	
Due from Central Beach Service	124,077.16
Due from Strand Holdings, LLC	173,646.67

Total Due from Affiliates	297,723.73

Uniform Inventory	30,046.97

Total Other Current Assets	888,115.84

Total Current Assets	1,071,828.36

Fixed Assets

Accumulated Depreciation

-465,695.36

Furniture and Equipment

Beach Equipment	51,464.74
Jet Skis / UTVs	69,034.92
Office Equipment	3,088.98
Radio Equipment	28,958.48
Swimming Pool	11,500.00
Vehicles	611,579.91

Total Furniture and Equipment	776,607.01

Total Fixed Assets	321,011.65

TOTAL ASSETS	1,392,840.01

LIABILITIES & EQUITY

Liabilities

Current Liabilities

Accounts Payable

Accounts Payable	10,162.40

Total Accounts Payable	10,162.40

Credit Cards

Elan Card #0702 (GL)	367.27
Elan Card # 6962 (WLC)	212.09
Elan Card #0947 (SD)	371.54
UCB Card # 3201 (WC)	43.59

Total Credit Cards	994.49

Other Current Liabilities

Due to Affiliates

Due to Lack's Outdoor Furniture	1,218,320.04
Due to North Beach Service	158,675.88
Due to South Strand Beach Serv	350.00

Total Due to Affiliates	1,377,345.90

3:11 PM

07/29/22

Accrual Basis

Lack's Beach Service, Inc.

Balance Sheet

As of December 31, 2021

	Dec 31, '21
Payroll Liabilities	
FUTA Payable	39.40
SUTA Payable	176.95
Total Payroll Liabilities	216.35
Security Deposits - Guards	1,650.00
Uncashed Payroll Checks	18,051.38
Total Other Current Liabilities	1,395,263.83
Total Current Liabilities	1,405,410.52
Long Term Liabilities	
Note Payable	
Anderson Brothers Bank #7736	13,402.77
Anderson Brothers Bank # 9376	19,923.54
Anderson Brothers Bank #2505	68,078.00
Anderson Brothers Bank #6366	14,931.36
Anderson Brothers Bank #8893	13,399.80
Anderson Brothers Bank #7099	130,782.46
Anderson Brothers Bank #9982	26,261.86
CNHI Capital	23,000.23
SBA Loan #0710338001	150,000.00
Total Note Payable	459,780.00
Total Long Term Liabilities	459,780.00
Total Liabilities	1,865,190.52
Equity	
Capital Stock	1,000.00
Dividends Paid	-115,000.00
Retained Earnings	-752,090.43
Net Income	382,729.92
Total Equity	-473,350.51
TOTAL LIABILITIES & EQUITY	1,392,840.01

Page 1

1 IN THE CIRCUIT COURT OF COMMON PLEAS
2 STATE OF SOUTH CAROLINA
3 COUNTY OF HORRY
4 CASE NO.: 2019-CP-26-07075
5

6 MESWAET ABEL, as Personal
7 Representative over the Estate
8 of Zerihun Wolde and as Natural
9 Parent and Legal Guardian for Adam
10 Wolde and Wubit Wolde,

11 Plaintiffs,

12 vs.

13 Lack's Beach Service, City of Myrtle
14 Beach and John Doe Lifeguard,
15 Defendants.
16
17

18 VIDEO DEPOSITION OF JULIAN CHANDLER

19 Taken on behalf of the Plaintiffs

20 July 20, 2022

21 at 3:07 p.m.
22
23
24
25

Julian Chandler
Abel, Meswaet v Lack's Beach Service

July 20, 2022

ELECTRONICALLY FILED - 2022 Jul 21 2:11 PM - Horry - COMMON PLEAS - CASE#2019CP2607075

Page 2		Page 4	
1	INDEX	1	
2		2	APPEARANCES
3	QUESTIONS BY:	3	
4	Mr. McLeod 7	4	FOR THE PLAINTIFF:
5	Mr. Thompson 39	5	MCLEOD LAW GROUP LLC
6	Ms. Sullivan 73	6	MR. W. MULLINS McLEOD
7	Mr. McLeod 78	7	3 Morris Street, Suite A
8		8	Charleston, SC 29403
9		9	(843) 277-6655
10		10	mullins@mcleod-lawgroup.com
11		11	-and
12	INDEX OF EXHIBITS	12	THOMASON & PRACHT, LLP
13		13	MR. J. CHRISTOPHER PRACHT
14	(No exhibits marked)	14	303 E. Greenville Street
15		15	Anderson, South Carolina 29622
16		16	(864) 226-7222
17		17	chris@864law.com
18		18	
19		19	FOR THE DEFENDANT LACK'S BEACH SERVICE:
20		20	HALL BOOTH SMITH PC
21		21	MR. JOSEPH (TREY) THOMPSON
22		22	111 Coleman Blvd., Suite 301
23		23	Mount Pleasant, SC 29464
24		24	(843) 720-3460
25		25	jthompson@hallboothsmith.com
Page 3		Page 5	
1	IN THE CIRCUIT COURT OF COMMON PLEAS	1	
2	STATE OF SOUTH CAROLINA	2	FOR THE DEFENDANT CITY OF MYRTLE BEACH:
3	COUNTY OF HORRY	3	TURNER PADGET GRAHAM & LANEY PA
4	CASE NO.: 2019-CP-26-07075	4	MS. KELLI SULLIVAN
5	MESWAET ABEL, as Personal	5	1901 Main Street, 17th Floor
6	Representative over the Estate	6	Columbia, SC 29201
7	of Zerihun Wolde and as Natural	7	(843) 576-2800
8	Parent and Legal Guardian for Adam	8	ksullivan@turnerpadget.com
9	Wolde and Wubit Wolde,	9	
10	Plaintiffs,	10	
11	vs.	11	
12	Lack's Beach Service, City of Myrtle	12	Reported by:
13	Beach and John Doe Lifeguard,	13	Ms. Suzanne Benoist, RPR, CCR-MO, CCR-KS, CSR-IL,
14	Defendants.	14	CSR-IA
15	THE VIDEO DEPOSITION OF WITNESS,	15	Mr. Caleb Arndt, Videographer
16	JULIAN CHANDLER, produced, sworn and examined on	16	Veritext Legal Solutions
17	July 20, 2022, between the hours of 8:00 in the	17	701 Market Street, Suite 310
18	forenoon and 5:00 in the afternoon of that day via	18	St. Louis, MO 63101
19	Zoom, before Suzanne Benoist, a Certified Court	19	(314) 230-7260
20	Reporter within and for the States of Missouri,	20	
21	Kansas, Iowa and Illinois, in a certain cause now	21	
22	pending In The Court of Common Pleas, State of	22	
23	South Carolina, County of Horry, wherein MESWAET	23	
24	ABEL, et al. are Plaintiffs and Lack's Beach	24	
25	Service, et al are Defendants.	25	

2 (Pages 2 - 5)

Julian Chandler
Abel, Meswaet v Lack's Beach Service

July 20, 2022

ELECTRONICALLY FILED - 2022 Jul 21 2:11 PM - Horry - COMMON PLEAS - CASE#2019CP2607075

Page 6 1 IT IS HEREBY STIPULATED AND AGREED by and 2 between Counsel for the Plaintiff and Counsel for 3 the Defendant, that this deposition may be taken by 4 Suzanne Benoist, a Certified Court Reporter and 5 Notary Public, and thereafter transcribed into 6 typewriting, with the signature of the witness 7 being expressly waived. 8 -oOo- 9 VIDEOGRAPHER: We are now on the 10 record. My name is Caleb Arndt representing 11 Veritext Legal Solutions. Today's date is July 12 20th, 2022 and the time is approximately 3:07 p.m. 13 Central Time. This deposition is being held 14 remotely via Zoom. The caption of this case is 15 Meswaet Abel v Lack's Beach Service, et al. This 16 case is filed in the Court of Common Pleas, State 17 of South Carolina, County of Horry, case number 18 2019 dash CP dash 26 dash 07075. The name of the 19 witness is Julian Chandler. 20 Will counsel please identify 21 themselves? 22 MR. McLEOD: Mullins McLeod on behalf 23 of the estate of Mr. Wolde. 24 MR. THOMPSON: Trey Thompson on 25 behalf of Lack's Beach Service. Page 7 1 MR. SULLIVAN: Kelli Sullivan for 2 City of Myrtle Beach. 3 VIDEOGRAPHER: Thank you. 4 Our court reporter is Sue Benoist and 5 she will now swear in the witness. 6 (WHEREUPON, THE WITNESS WAS SWORN) 7 EXAMINATION 8 QUESTIONS BY MR. McLEOD: 9 Q. Mr. Chandler, good afternoon. I'm 10 Mullins McLeod. How are you, sir? 11 A. Good afternoon, sir. I'm great, how 12 are you? 13 Q. I'm good. 14 Could you please tell the jury where 15 you are today? 16 A. I am upstairs in my home in my office 17 space stationed at Scott Air Force base near St. 18 Louis, Illinois. 19 Q. We appreciate you making yourself 20 able to us today. Okay? 21 A. Not a problem. 22 Q. Mr. Chandler, how long have you been 23 in the military? 24 A. It will be 12 years August 17th, sir. 25 Q. And could you tell the ladies and	Page 8 1 gentlemen of the jury whether you're married and 2 have a family? 3 A. I am married 12 years, together 13, 4 we have four children together. 5 Q. And what's your wife's name please, 6 sir? 7 A. Her name is Liliana Maria Chandler. 8 Q. And in the Air Force what is your 9 current rank? 10 A. I am an E7 master sergeant. 11 Q. Okay. In the Air Force has it been 12 your experience that training and certification is 13 important for safety purposes? 14 MR. THOMPSON: Objection. 15 A. Absolutely, sir. 16 Q. (BY MR. McLEOD) And could you share 17 with the ladies and gentlemen of the jury why based 18 upon your experience training and certification is 19 important for safety purposes? 20 MR. THOMPSON: Objection. 21 Q. (BY MR. McLEOD) Whenever he objects 22 don't worry about that, you just answer, okay? 23 A. Roger that, sir. 24 Safety saves lives in short, both 25 from an individual involved and people trying to Page 9 1 assist with tasks, safety is there for a reason. 2 Q. Yes, sir. And based on your 3 experience when it comes to safety is prevention 4 normally the first priority to prevent any type of 5 injury? 6 MR. THOMPSON: Objection. 7 A. Absolutely. We have guides and 8 manuals for everything we do, whether it's 9 physical, formational, military, prevention is 10 always our first step. 11 Q. (BY MR. McLEOD) Yes, sir. And as 12 far as competency to perform a task has it been 13 your experience that it's important for men or 14 women to be trained for the specific task that 15 they're performing? 16 MR. THOMPSON: Objection. 17 A. Yes, sir. In my experience every 18 individual is trained by an already trained 19 proficient airman and then they have a standard 20 eval team to come back through and double check 21 that training. 22 Q. (BY MR. McLEOD) And has it been your 23 experience that if people are untrained in a 24 specific task that that can cause safety concerns 25 and problems?

3 (Pages 6 - 9)

Page 10 1 MR. THOMPSON: Objection. 2 A. That is my understanding, sir. 3 Q. (BY MR. McLEOD) Has that also been 4 your experience, sir? 5 A. Absolutely. Individuals have been 6 removed from doing those tasks because people's 7 life can be put at risk. 8 Q. In the summer of 2018 did you and 9 your family go on a family vacation to Myrtle 10 Beach? 11 A. We did, sir. We made a short stop 12 there, yes. 13 Q. If you're like me and getting the 14 family all together on vacation sometimes can be a 15 difficult task, just finding the time. Is that the 16 same with you? 17 A. That's fair. That's a very fair 18 statement, sir. 19 Q. About how long had you planned in 20 advance the family vacation to Myrtle Beach? 21 A. Actually it was a spur of the moment 22 thing. We were on our way back home from Florida, 23 we were visiting family down there, and on our way 24 back it was a surprise for my mom who had come 25 along on the trip laboriously to stop at Myrtle	Page 11 1 Beach. 2 Q. Yes, sir. So on the trip to Myrtle 3 Beach how long, when did you all arrive, what date, 4 if you can recall? 5 A. I can't recall the exact date. I 6 know it was, I believe it was a Friday evening 7 pretty late, we literally just turned off the 8 highway and headed towards Myrtle Beach to stop for 9 the night. 10 Q. Yes, sir. The drowning incident 11 happened on August the 24th. Did you arrive two 12 days before, one day before, do you recall? 13 A. We were there the day before. We 14 pulled in and got our hotel room the night before 15 that happened. 16 Q. Yes, sir. And where did you and your 17 family stay when you were in Myrtle Beach? 18 A. The hotel I believe was a Hampton 19 Inn, I can't remember exactly the name. It was 20 just the next street over from the actual 21 beachfront. 22 Q. Yes, sir. And so in order to go to 23 the beach share with the ladies and gentlemen of 24 the jury how far you had to walk from the hotel to 25 the actual beach itself?	Page 12 1 A. Okay. So from the front entrance we 2 would cross the road that the hotel was sitting on, 3 there were buildings there, on the back side of 4 those buildings is where the public beach access 5 started. We walked up a little wooden plank over 6 an initial dune and we were on the beach from 7 there. So a few hundred feet. 8 Q. Yes, sir. Were your kids excited 9 about going to the beach that day? 10 A. Absolutely. Absolutely. 11 Q. And do you recall approximately what 12 time you all got on the beach the day of August 13 24th, 2018, just approximately? 14 A. I do not, I know it was later 15 morning, it wasn't yet noon because we had gone to 16 get breakfast and stopped to pick up essential 17 snacks and things like that early in the morning. 18 So it wasn't super early but it hadn't been noon 19 yet. 20 Q. Yes, sir. 21 From the time that you all first 22 arrived on the beach until the time you first 23 started, you first heard any yelling towards the 24 water's edge, about how long a time period passed? 25 MR. THOMPSON: Objection.	Page 13 1 A. I want to say from the time we got on 2 to the beach to the time the commotion started, 3 maybe 20, 25 minutes, sir. 4 Q. (BY MR. McLEOD) Okay. So on August 5 24th, 2018 you heard at some point commotion 6 towards the water's edge, is that correct? 7 A. Correct, sir. 8 Q. And did you first hear that commotion 9 approximately 20 minutes after you and your family 10 first arrived on the beach? 11 A. Around that, sir, yes. 12 Q. What did you and your family do when 13 you first got to the beach? 14 A. We came over the ledge, we carried 15 all of our stuff down, the cooler, the little 16 spread for the beach, the umbrellas. We set up at 17 a good open spot there on the beach, set up to give 18 the kids snacks and all of that stuff, we usually 19 prop all of our stuff first before we head to the 20 water then we took a trip down to the water's edge 21 to check it out, see how the water was. 22 Q. At any time from the time that you 23 arrived on the beach until the time that you first 24 saw Mr. Wolde, did any lifeguard provide you or 25 your family any type of verbal warnings about any

4 (Pages 10 - 13)

Page 14 1 sort of life safety hazards present in the water 2 that day? 3 A. No, sir. 4 Q. From the time that you arrived on the 5 beach until the time that you first saw Mr. Wolde 6 did, were there any rip current warning flags on 7 the beach itself warning swimmers not to go in the 8 water? 9 A. Not that I could see, no, sir. 10 Q. From the time that you arrived on the 11 beach until the time that Mr. Wolde, you first saw 12 Mr. Wolde in the water, did you receive any 13 warnings of any kind that would have led you to 14 believe that the swimming conditions were unsafe 15 that day? 16 MR. THOMPSON: Objection. 17 A. No, sir. Neither myself or anyone in 18 my family received any warnings. 19 Q. (BY MR. McLEOD) Were there, however, 20 indications based upon people being in the water 21 and it being a lifeguarded beach that led you to 22 believe that the swimming conditions were safe? 23 MR. THOMPSON: Objection. 24 A. Yes, sir, the water was pretty full 25 of people. There were individuals pretty far out,	Page 16 1 A. It was definitely further away from 2 the water. It was closer back toward the sand 3 dunes where we came on to the beach. There was a 4 small trail where you could tell ATVs were riding 5 back and forth, and the lifeguard stand was just on 6 the other side of that. 7 Q. Yes, sir. And do you recall whether 8 the lifeguard stand was located in close proximity 9 to the umbrella line? 10 A. I recall there being a mass stack of 11 bulk chairs and umbrellas next to the lifeguard 12 stand, so if that's the umbrella line, then yes. 13 Q. And can you share with the ladies and 14 gentlemen of the jury when you first realized that 15 there was something happening there at the water's 16 edge or in the water? 17 A. Can you restate that, sir? I'm 18 sorry. 19 Q. Yes, sir. 20 What was the first thing that caused 21 you to believe that somebody was in distress in the 22 water, what happened? 23 A. Gotcha. 24 So I had laid down with the kids, the 25 baby, my daughter at the time, and had my back
Page 15 1 at least waist deep or higher and I didn't see any 2 visible reasons why the water would be unsafe. 3 Q. (BY MR. McLEOD) Did you at any time 4 see any type of warnings or receive any type of 5 warnings regarding limiting swimmers to a certain 6 depth once in the ocean? 7 A. No, sir, I did not. 8 Q. From the time you got on the beach 9 until the time you first saw Mr. Wolde in distress 10 did you have any reason to believe that there were 11 any life safety hazards in the water that day? 12 MR. THOMPSON: Objection. 13 A. No, sir, I did not. 14 Q. (BY MR. McLEOD) Now, when you all 15 got on the beach could you share with the ladies 16 and gentlemen of the jury whether you happened to 17 notice any lifeguard or beach personnel close to 18 where you and your family set up for the day? 19 A. Yes, sir. So the beach access point 20 that we came through to my right-hand side if I'm 21 facing the water there was a lifeguard stand 22 approximately 30, 40 feet from us. 23 Q. Yes, sir. And did you and your, was 24 that lifeguard stand situated close to the water's 25 edge or was it situated close to the sand dunes?	Page 17 1 towards where the lifeguard stand was and I heard 2 the yelling for help towards the water's edge in 3 that direction on that side of my body and looked 4 over and saw individuals running towards the water. 5 Q. Okay. And did you happen to see 6 what, if anything, the lifeguard was doing at that 7 time? 8 A. So I noticed on my way up to the 9 beach tower before I laid down that the lifeguard 10 was in the same position that we saw when we first 11 came out, he was sitting on the back end of the 12 lifeguard stand chatting with a few individuals 13 with his back to the water. 14 Q. And were the individuals that he was 15 chatting with within the line of umbrellas? 16 A. They were near them, yes, sir. 17 Q. About how much time passed between 18 the time that you saw the lifeguard with his back 19 to the water talking to the two people at the 20 umbrella line did you first hear the screams at the 21 water's edge? 22 A. So the question is between when I saw 23 him going back to the beach and when I heard the 24 screams, correct? 25 Q. Yes, sir. The question is when you

5 (Pages 14 - 17)

Page 18 1 were walking back, you had gone to the water's 2 edge, is that right? 3 A. Yes, sir. 4 Q. And then were you walking back to 5 where your family was setting up for the day? 6 A. Yes, sir. 7 Q. And did you notice the lifeguard at 8 that time with his back to the water talking to the 9 two people at the umbrella line? 10 A. Yes, sir. 11 Q. And approximately how much time 12 passed between the time you saw that and the time 13 that you heard the first yell for help? 14 A. Gotcha, understood. Approximately 15 five to 10 minutes, sir. 16 Q. And tell the ladies and gentlemen of 17 the jury what you did when you first heard a yell 18 for help. 19 A. So when I first heard it -- excuse 20 me. My reaction was to look and see what was going 21 on. I saw two male individuals struggling to carry 22 another gentleman out about waist deep in the water 23 and there was another female pulling another lady 24 out shortly there behind them and there were a few 25 bystanders there at the water's edge yelling for Page 19 1 help. 2 Q. And share with the ladies and 3 gentlemen of the jury what you witnessed as far as 4 Mr. Wolde's daughter being pulled from the water. 5 A. So the lady that was pulling her in 6 was just maybe a little bit bigger than her, she 7 pulled her in to the beach and laid her down on the 8 sand just outside of the break, so the water was 9 still kind of hitting her. The daughter looked 10 completely exhausted, the water was still splashing 11 her in the face and she looked out of it but the 12 lady that pulled her up was exhausted as well so 13 bystanders were attending to her. 14 Q. Did the lady who helped get Mr. 15 Wolde's daughter out of the water appear to you to 16 be tired and exhausted and is that why she dropped 17 her while she was still in the water? 18 MR. THOMPSON: Objection. 19 A. Yes. She looked extremely tired and 20 exhausted from trying to get her in, and she didn't 21 mean to drop her in the water, she was up on the 22 beach, she looked like she was going to be safe but 23 the waves were still coming up. 24 Q. (BY MR. McLEOD) Because of the 25 objection I'll ask you one more time.	Page 20 1 A. No problem. 2 Q. Did the bystander who helped Mr. 3 Wolde's daughter out of the water appear exhausted 4 to you? 5 MR. THOMPSON: Objection. 6 A. Yes, sir. 7 Q. (BY MR. McLEOD) Tell the ladies and 8 gentlemen of the jury please, sir, what you saw 9 with regard to Mr. Wolde. 10 A. So after I heard the commotion I 11 handed my daughter who was in my hands to my mom 12 and I ran to the water, I made it in about waist 13 deep to take Mr. Wolde from the gentleman, the 14 smaller of the two gentlemen that was trying to 15 bring him in because he was absolutely beat and 16 tired so we pulled him in from there, we dragged 17 him far enough on the beach that the waves weren't 18 hitting him but he was still kind of at an 19 incline so we had to lift him up and bring him a 20 little bit further and lay him down. And then at 21 that time I remember hearing a lady scream I'm a 22 nurse as she was coming running up to where we were 23 laying Mr. Wolde down on the beach. 24 Q. Do you remember whether the nurse who 25 came running up came from the northerly direction, Page 21 1 or the southerly direction? 2 A. I do not, sir. I remember hearing 3 her voice but the trajectory came from I guess it 4 would be the west, so towards up further on the 5 beach. I couldn't tell from what direction. At 6 this time there was kind of a crowd of bystanders 7 standing there as well. 8 Q. Yes, sir. Okay. And share with the 9 ladies and gentlemen of the jury what happened 10 next? 11 A. So she came barging through to help 12 with Mr. Wolde, we originally laid him down on his 13 back and at the point where we laid him down there 14 was a lot of water and sand coming out of his 15 mouth, his eyes you can tell were bulging a bit. 16 He was in a very desperate situation. She 17 immediately checked for pulls as first signs of 18 life, she said it was very weak but she had one and 19 they began administering CPR at that time. 20 MR. THOMPSON: Objection. Move to 21 strike. Hearsay. 22 Q. (BY MR. McLEOD) And share with the 23 ladies and gentlemen of the jury what happened 24 next? 25 A. So both the nurse and the larger

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Page 22 1 gentleman that were there that pulled him out to 2 the sand issued CPR, the issue was the water and 3 sand would come out and then get sucked back in, so 4 she asked me to roll him, so I then rolled him on 5 his side, she began clearing everything out of his 6 mouth to then try to roll him back and administer 7 CPR again. I remember at that time looking up and 8 noticing the crowd that had surrounded us as we 9 were trying to help both men do what we could. 10 MR. THOMPSON: Object. Move to 11 strike. 12 Q. (BY MR. McLEOD) And were the 13 resuscitation efforts that you performed that day, 14 were they performed in an effort to prevent Mr. 15 Wolde's death? 16 A. Yes, sir, they were. 17 Q. And did there come a time when any 18 lifeguard showed up once Mr. Wolde was out of the 19 water? 20 A. There was one that showed up, he did 21 not assist, I remember looking up during the 22 process and he was standing there in the crowd with 23 the rest of the bystanders, sir. 24 Q. And was that gentleman the same 25 gentleman that you had seen just earlier at the	Page 24 1 the nurse performing CPR did it appear she was able 2 to get oxygen into his lungs but then the sand and 3 the water within his lungs were compromising his 4 breathing? 5 MR. THOMPSON: Objection. 6 MR. SULLIVAN: Object to form. 7 A. I could say from what I could see the 8 compressions were causing the water and sand to 9 come out but once the compression was being 10 released it was being succeeded back in, yes, sir. 11 Q. (BY MR. McLEOD) Now, was it, did you 12 at some point see what turned out to be Mr. Wolde's 13 wife running towards the crowd where Mr. Wolde was 14 laid on the beach? 15 A. I did, sir. She would have been 16 coming from the north side behind me. I actually 17 heard her screaming before I turned and saw her, 18 but yes, I saw her running down the beach towards 19 everything. 20 Q. And could you tell the ladies and 21 gentlemen of the jury what you saw next? 22 A. I saw her and then shortly there 23 behind her was Mr. Wolde's, which I found out after 24 the fact was his oldest son and their two younger 25 kids trailing closer behind her. She screamed and
Page 23 1 lifeguard stand with his back to the water? 2 A. Yes, sir, it was. 3 Q. And what do you recall, if anything, 4 that lifeguard did to help or assist Mr. Wolde with 5 anything during this period of time? 6 A. Mr. Wolde in particular, sir? 7 Nothing. 8 Q. Did the lifeguard based upon your 9 personal observations appear to be competent? 10 MR. THOMPSON: Objection. 11 A. To answer your question, sir, no. To 12 use the phrase loosely looked like a deer in the 13 headlights. He was standing there with the crowd 14 with no clue what to do. 15 Q. (BY MR. McLEOD) Tell the ladies and 16 gentlemen of the jury what happened next please, 17 sir. 18 A. So at that moment when I did look up 19 and see him I yelled directly to the lifeguard go 20 check on the daughter. The daughter, my wife at 21 the time had run up to check on her and she was 22 still pretty out of it and I watched him walk off, 23 and then we went back to trying to deal with Mr. 24 Wolde. 25 Q. And based upon what you observed with	Page 25 1 collapsed on her knees and I immediately ran to the 2 children to make sure the son stopped before he got 3 to his father and he kept repeatedly asking me is 4 my dad dying, is he okay, can they help him, just 5 kind of in a frantic mess. 6 Q. Yes, sir. Can you share with the 7 ladies and gentlemen of the jury why you wanted to 8 stop Mr. Wolde's son before he got to his father? 9 A. As a father of five I would not want 10 my child to witness what he had to witness. It was 11 a very dire situation and of the children that were 12 there I knew he was the strongest one, the other 13 two were screaming hysterical but I didn't know 14 them so I was trying to use the oldest son to calm 15 them down. 16 Q. And could you share with the ladies 17 and gentlemen of the jury, you said to the older 18 son to try to calm him and his siblings down. 19 A. Absolutely. After he repeatedly 20 asked me about his father I told him they're doing 21 the best that they can, they're helping him, what I 22 need you to do is be a rock for your brother and 23 sister, I need you to help me with them, I need you 24 to help me with them and after he calmed down he 25 grabbed the two other kids and said okay, let's

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Page 26 1 pray, and the three of them dropped to their knees 2 on the beach and he started leading them in a 3 prayer to try to calm the other two kinds down. 4 Q. Yes, sir. And what was their mother 5 doing at that time? 6 A. She was hysterically flailing and 7 screaming on the beach 20 feet away which was 8 extremely distracting to try to calm the kids down 9 because their mother was absolutely losing it. 10 Q. Yes, sir. 11 Now, was it your understanding based 12 on what you saw that day that Mr. Wolde had gone in 13 to the water some distance to the north of where he 14 was brought out of the water? 15 MR. THOMPSON: Objection. 16 A. Correct. Correct, sir. That was my 17 understanding. 18 Q. (BY MR. McLEOD) And at any time from 19 the time Mr. Wolde was brought to shore by the 20 bystanders until the time that CPR was performed on 21 him by the nurse, did you ever see a lifeguard come 22 from the northerly direction to assist or help in 23 any way? 24 A. No, sir. 25 MR. THOMPSON: Objection. Page 27 1 A. I did not see a lifeguard with my own 2 two eyes, no, sir. Not until much later when the 3 entire crew came in a pickup truck. But no, I 4 didn't see any lifeguard that was present on the 5 beach making his way down. 6 Q. When the pickup truck arrived had Mr. 7 Wolde already passed away? 8 MR. THOMPSON: Objection. 9 A. I couldn't say, I'm not a medical 10 professional. I know the compressions and CPR life 11 saving efforts were performed until the individuals 12 in the pickup truck arrived with breathing 13 apparatuses and things of that nature. 14 Q. (BY MR. McLEOD) Yes, sir. 15 When the lifeguard that did show up 16 showed up did he have any type of defibrillator or 17 oxygen or any life saving tools to assist in any 18 way? 19 A. I'm sorry, which lifeguard are you 20 referring to, sir? 21 Q. The gentleman that you had seen just 22 earlier at the umbrella line. 23 A. No, sir, I did not see any of those 24 items with him. 25 Q. Do you now know that there were rip	Page 28 1 currents that were present that day? 2 MR. THOMPSON: Objection. 3 MR. SULLIVAN: Objection. 4 A. I was told after the fact, sir. 5 Q. (BY MR. McLEOD) And with that 6 knowledge can you share with the ladies and 7 gentlemen of the jury whether or not you believe 8 the beach goes that day should have received some 9 type of warning about life safety hazard in the 10 water? 11 MR. THOMPSON: Objection. 12 MS. SULLIVAN: Same objection. 13 A. Absolutely. With the amount of 14 individuals that were in the water and present at 15 the beach that day there should have been some kind 16 of warning for that. 17 Q. (BY MR. McLEOD) Have you and your 18 family had occasion to go to other guarded beaches 19 on other vacations? 20 A. Absolutely. My wife is from Miami, 21 that's where I met her, and we frequent the beaches 22 there all the time. 23 Q. Yes, sir. Can you share with the 24 ladies and gentlemen of the jury what you've had 25 occasion to witness as far as other lifeguards at Page 29 1 other beaches providing warnings to swimmers? 2 MR. THOMPSON: Objection. 3 MS. SULLIVAN: Same objection. 4 A. Yes, sir. So I can speak for Fort 5 Lauderdale beach in particular, the lifeguard 6 stands have signs on the sides of them with the 7 flag colors and the meaning of those flags. They 8 have large flags that come out on the lifeguard 9 stands themselves. If the water, if there is a 10 swimming distance area that you need to stay in 11 there are buoys that are put out, the lifeguards 12 blow whistles and patrol the beach. They will yell 13 at you from the stand, if there are issues they let 14 you know if there are wildlife in the water and 15 stuff. 16 Q. (BY MR. McLEOD) Has it been your 17 experience lifeguard will whistle and yell at 18 swimmers to keep them at a certain swimming depth? 19 MR. THOMPSON: Objection. 20 A. Absolutely. Yes, sir. 21 Q. (BY MR. McLEOD) And is it your 22 understanding that when other lifeguards at other 23 beaches have done that they did that for safety 24 reasons? 25 MR. THOMPSON: Objection.

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Page 30 1 MS. SULLIVAN: Same objection. 2 A. That's my understanding, sir. 3 Q. (BY MR. McLEOD) The lifeguard that 4 you saw near the umbrella line, can you think of 5 any reason why he could not have heard the same 6 yells that you heard? 7 MR. THOMPSON: Objection. 8 MS. SULLIVAN: Same objection. 9 Q. (BY MR. McLEOD) You can answer. 10 A. No problem. 11 I cannot see why he would not have. 12 I cannot give you a definitive reason why he 13 didn't, or if he did or didn't. They were loud 14 enough. 15 Q. Do you believe based upon how loud 16 the yells were that you heard that based upon where 17 that lifeguard was he should have been able to hear 18 the same noise that you did? 19 MR. THOMPSON: Objection. 20 A. Yes. Yes, sir, I believe they should 21 have been able to hear that. 22 Q. (BY MR. McLEOD) Yes, sir. And 23 approximately how much time passed between the time 24 that you heard that first yell and the time that 25 that lifeguard actually showed up and stood with	Page 31 1 the crowd? 2 A. So between me running down to help 3 pull him out, the initial shift from the stand and 4 administering CPR, maybe five minutes total, sir, 5 before I noticed him. 6 Q. And about how long -- well, let me 7 strike that. 8 When the police arrived did they ask 9 you what happened or do any type of investigation? 10 A. So I had a couple of police officers 11 come to my hotel across the street after the fact 12 and ask me to come down from my room to discuss it 13 with them, they asked me questions about the 14 situation, yes, sir. 15 Q. And could you share with the ladies 16 and gentlemen of the jury what in general you 17 shared with the police? 18 A. Pretty much the same thing we said 19 here, the fact that we had our morning routine, we 20 went to eat, we went to buy things from the beach 21 store, we headed out as a family, set up, went and 22 checked the water, did our thing, came back and 23 laid down and then we heard the yells over our 24 right-hand shoulder. The officer asked me 25 specifically if I saw the individuals go in the	Page 32 1 water, I told him I did not, I saw them coming out, 2 but the exact same testimony I'm giving here, sir. 3 Q. Yes, sir. 4 Did you also share with the police 5 officers your concerns about the lifeguard that you 6 witnessed with his back towards the water? 7 A. I made mention of it at the time, but 8 I didn't, I wasn't, it wasn't a point of interest 9 in the conversation. 10 Q. The police officers weren't focused 11 or interested in what the lifeguard was doing, is 12 that correct? 13 MR. THOMPSON: Objection. 14 MS. SULLIVAN: Objection. 15 A. Correct. Not as much, sir. They 16 were more asking me about what I saw during the 17 incident than anything to do with the lifeguards, 18 correct. 19 Q. (BY MR. McLEOD) Did the police 20 officers that came to your room ask you anything 21 about what you witnessed as far as the lifeguards 22 were concerned? 23 A. Not that I can recall, sir. 24 Q. Yes, sir. Did they appear based upon 25 the conversation you had with them to be concerned	Page 33 1 or worried about the fact that the lifeguards did 2 not arrive until after Mr. Wolde was pulled out of 3 the water and until after Mr. Wolde had had CPR 4 performed on him by a bystander? 5 MR. THOMPSON: Objection. 6 MS. SULLIVAN: Objection, form. 7 A. No, sir, that was not even a topic of 8 conversation. 9 Q. (BY MR. McLEOD) Yes, sir. 10 Did you know at that time that the 11 lifeguard that you saw on the beach that day was 12 supervised by the Myrtle Beach Police Department? 13 MS. SULLIVAN: Object to the form. 14 A. No, sir, I did not. I had no 15 knowledge of those lifeguards. 16 Q. (BY MR. McLEOD) Based upon your 17 history with the military does an investigation of 18 one's self usually lead to solid conclusions as 19 compared to an outside agency who is neutral and 20 not biased conducting the investigation? 21 MS. SULLIVAN: Objection, form. 22 MR. THOMPSON: Objection. 23 A. Yes, sir. That's, we have standards 24 and evaluations, it's a completely separate section 25 of the military that is there to do third party

Page 34 1 outside investigations and standards checks. 2 Q. (BY MR. McLEOD) So they objected so 3 I'll ask it one more time. 4 A. Not a problem, sir. 5 Q. In the military are there ways that 6 their investigation is done to determine whether or 7 not personnel do their jobs properly? 8 A. Yes, there are. 9 MS. SULLIVAN: Same objection. 10 Q. (BY MR. McLEOD) And can you share 11 with the ladies and gentlemen of the jury what is 12 done based on your personal knowledge? 13 MR. THOMPSON: Objection. 14 MS. SULLIVAN: Same objection. 15 A. I can state that in our programs like 16 I say we have a senior ranking individual who does 17 the supervision initially and runs through a 18 checklist that has been provided by standards and 19 evaluations and secondarily to certify that 20 individual standards and eval does their own 21 training evaluation over that individual. 22 Q. And are the standards and evaluations 23 people separate and apart from the department that 24 is being evaluated? 25 A. They are, sir. Page 35 1 Q. And is there a reason for that based 2 upon your personal knowledge? 3 MR. THOMPSON: Objection. 4 MS. SULLIVAN: Same objection. 5 A. There is, sir. 6 Q. (BY MR. McLEOD) And in, I know I 7 have to ask you the obvious, but what is the 8 reason, sir? 9 A. You don't want the same people 10 grading their programs and training that also 11 administer, the separation of duties, sir. 12 Q. Yes, sir. 13 Have you ever heard of a police 14 officer writing him or her self a citation? 15 MS. SULLIVAN: Object to the form. 16 MR. THOMPSON: Objection. 17 A. I've never heard of that, no, sir. 18 Q. (BY MR. McLEOD) I'm almost done, 19 sir, because I know your time. 20 A. Not a problem. 21 Q. Is valuable, and I just want to take 22 you back to the water's edge again. 23 Can you share with the ladies and 24 gentlemen of the jury whether what you witnessed 25 was traumatic for you as a man in the military --	Page 36 1 MR. THOMPSON: Objection. 2 MS. SULLIVAN: Same objection. 3 A. I can say for me personally as a 4 father it was very traumatic. Myself and my family 5 have not gone back to the beach because of that. 6 Not there, Myrtle Beach. 7 Q. (BY MR. McLEOD) Do you and your 8 family based upon what you experienced that day 9 feel that Myrtle Beach is unsafe? 10 MR. THOMPSON: Objection. 11 MS. SULLIVAN: Object to the form. 12 Q. (BY MR. McLEOD) I'll ask a better 13 question. 14 A. Okay. 15 Q. Is one of the reasons why you have 16 not returned to Myrtle Beach to this day is because 17 you're concerned about the beach's safety? 18 MR. THOMPSON: Objection. 19 Q. (BY MR. McLEOD) You can answer. 20 A. Yes, sir. We found it disturbing 21 that we found out after the fact about the 22 longshore rip current there in that area and had 23 not been told otherwise beforehand. 24 Q. Yes, sir. 25 When I talked to you earlier today Page 37 1 for the first time, is that right? 2 A. Yes, sir. 3 Q. And did I share with you that I 4 wanted to tell you generally what I wanted to ask 5 because I didn't want you to feel any surprise or 6 anything like that? 7 MR. THOMPSON: Objection. 8 A. Very general conversation, sir. 9 Q. (BY MR. McLEOD) Did I also tell you 10 that I wouldn't attempt to compel you to testify 11 based out of respect for your service and your 12 family? 13 MS. SULLIVAN: Objection. 14 A. That's correct. 15 Q. (BY MR. McLEOD) Did you agree to 16 testify anyway? 17 A. I did, sir. 18 Q. And could you share with the ladies 19 and gentlemen of the jury why? 20 A. I felt it was the right thing to do. 21 Like I said, that whole incident was very 22 traumatic, I felt terribly for the children and 23 that wife especially finding out that they weren't 24 from the area but coincidentally enough they 25 actually lived in the area where me and my family

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Page 38 1 lived. So I saw a bit of myself and my family in 2 that incident and it took a lot out of me. 3 Q. Yes, sir. 4 Is one of the reasons why you agreed 5 to testify is because you don't want to see what 6 happened to Mr. Wolde happen to anybody else? 7 A. Absolutely, sir. 8 MR. THOMPSON: Objection. 9 MS. SULLIVAN: Object to the form. 10 Q. (BY MR. McLEOD) You can answer. 11 A. Absolutely, sir. Like I said, it was 12 gut wrenching, I wouldn't want any family to have 13 to deal with that. 14 Q. Yes, sir. 15 I think that's all the questions I 16 have right now. I certainly appreciate you taking 17 the time this afternoon. 18 A. Not a problem, sir. 19 VIDEOGRAPHER: Is that everybody? 20 MS. SULLIVAN: Trey you can go first, 21 you're first on the pleadings. 22 MR. THOMPSON: I just want to make 23 sure everyone's comfortable to continue. 24 Mr. Chandler, are you good? 25 THE WITNESS: I'm good.	Page 40 1 A. Yes, sir. 2 Q. Nobody had contacted you before then? 3 A. No, sir. 4 Q. Okay. You indicated that the family 5 lived in an area where you lived at some point in 6 time, is that correct? 7 A. Yes, sir. 8 Q. In Maryland? 9 A. Yes, sir. I was stationed at Ford 10 Meade, I read in the paper about him being from 11 down the road there. 12 Q. And then did you reach out to the 13 family to let them know that you were going to be 14 or willing to be a witness in the case? 15 A. No, sir. I did not. 16 Q. All right. So it was the family's 17 lawyer who reached out to you to inform you that 18 there was a lawsuit pending and then asked you to 19 be a witness in the case, correct? 20 A. Yes, sir. 21 Q. And when Mr. Pracht reached out to 22 you about a week ago he told you that there was a 23 lawsuit pending, correct? 24 A. Correct. 25 Q. He told you who was being sued,
Page 39 1 EXAMINATION 2 QUESTIONS BY MR. THOMPSON: 3 Q. Mr. Chandler, my name is Trey 4 Thompson, I represent Lack's Beach Service and I 5 have some questions for you today. 6 Mr. McLeod indicated he spoke with 7 you today, is that correct? 8 A. Briefly, yes, sir. 9 Q. Okay. When did you speak with his 10 office before today? 11 A. Approximately 45 minutes before this 12 testimony. 13 Q. I'm not asking about today, I'm 14 asking about you spoke with maybe not Mr. McLeod 15 but you might have spoken with Mr. Pracht or Mr. 16 Wilson or somebody else from his office before 17 today, correct? 18 A. Correct. With Mr. Pracht. 19 Q. When did you speak with Mr. Pracht? 20 A. Last week was the first call. 21 Q. Okay. Last week as in July 2022? 22 A. Yes, sir. 23 Q. Okay. And was that the first you 24 were made aware that there was this case pending in 25 South Carolina?	Page 41 1 correct? 2 A. He told me there was a lawsuit 3 pending with that family and something to do with 4 Myrtle Beach, sir. 5 Q. And he told you what happened and 6 what the theories were and why they were suing 7 those two entities, the City and Lack's Beach 8 Service, correct? 9 A. No. So actually the first phone call 10 was hey, your name finally popped up, what if 11 anything do you remember from that time. So he 12 asked me what I remember first from that time 13 before anything was said about what's going on with 14 the case. 15 Q. Okay. And was that the first phone 16 call with Mr. Pracht? Did you have others with 17 him? 18 A. Only to make sure we could set up the 19 time for this testimony, sir. 20 Q. How about with anybody else that 21 represents the family in this case? 22 A. No, sir. 23 Q. So the only communication you've had 24 is the one call with Mr. Pracht about a week ago, 25 is that right?

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Page 42 1 A. Yes, sir. That was our initial 2 conversation, like I said there were other 3 communications about making sure he could get me 4 schedule wise ready for the testimony. That was 5 it. 6 Q. And, but I'm, the point is that you 7 talked with Mr. Pracht for how long about a week 8 ago? 9 A. Our initial conversation was maybe 10 30, 40 minutes.. 11 Q. And then you didn't speak with 12 anybody again about anything with regard to the 13 case or testimony until you spoke with Mr. McLeod 14 this morning, is that correct? 15 A. So I spoke with Mr. Pracht about 16 setting up for the testimony and making sure I had 17 the time and schedule and how we were going to do 18 it, those types of conversations, sir. But not, no 19 in-depth conversation about anything else. 20 Q. And then you spoke with Mr. McLeod 21 today prior to this testimony, correct? 22 A. I did, sir. 23 Q. And did he tell you the questions 24 that he was going to ask you? 25 A. No. We spoke just in a general Page 43 1 statement about kind of what my testimony was, what 2 I remember, that kind of thing. It was an 3 introduction as well because it was the first time 4 I was speaking to him. 5 Q. Okay. Have you ever provided 6 testimony in a case before? 7 A. Not other than my own, no, sir. 8 Q. Okay. When you say on your own or 9 your own what kind of case were you involved in? 10 A. Family law over my oldest son. 11 Q. Okay. With regard to Myrtle Beach 12 was this your first visit to Myrtle Beach? 13 A. No, sir. 14 Q. Okay. Again, when I say this, we're 15 talking about August 24, 2018. How many times had 16 you been to Myrtle Beach before that date? 17 A. Twice. 18 Q. And when were those visits? 19 A. One was the year prior with my wife's 20 son and then the first, my initial time to Myrtle 21 Beach was during a track meet in college back in 22 2005. 23 Q. Okay. Now, just curious, back in 24 2005 when you were here for a track meet or in 25 Myrtle Beach for a track meet do you go to the	Page 44 1 beach at that time? 2 A. No, sir, I did not. 3 Q. Too busy on the track I guess. 4 A. Yes, sir. 5 Q. All right. With regard to 2017 how 6 long were you in Myrtle Beach? 7 A. We were just there for a few days. 8 Q. Okay. What's a few days? 9 A. I want to say three days, sir. 10 Q. And where did you stay in 2017? 11 A. The name of the hotel. I can't 12 remember, sir. I know it was directly next to a go 13 cart, outdoor go cart track and crab restaurant, 14 but I can't remember the name of the hotel right 15 off the top of my head. 16 Q. In 2017 when you came to Myrtle Beach 17 did you stay on the beach? 18 A. No, sir. 19 Q. It was an off beach property, 20 correct? 21 A. Correct, sir. 22 Q. And when you came to the beach in 23 2018 you were off the beach as well, correct? 24 A. The next street over, yes, sir. 25 Q. And as I understand it when you went Page 45 1 to the beach on the date of this incident that you 2 used the public beach access, is that correct? 3 A. Yeah, it was a wooden walkway that 4 had beach access, yes, sir. 5 Q. And when in 2017 you went to the 6 beach did you use a public beach access? 7 A. I don't recall. More than likely, 8 yes, but we were in a different part of the beach. 9 Q. I understand. But presumably when 10 you were there in 2017 you would have driven to a 11 point where you would have parked. 12 A. Yes, sir. 13 Q. And then used a public beach access 14 to get to the beach, correct? 15 A. Yes, sir. 16 Q. When you, in 2018 on the date of this 17 incident accessed the beach through the public 18 beach access did you read or notice any of the 19 signs that were on the beach access? 20 A. No, sir. I didn't notice any of them 21 on my way out to the beach. 22 Q. Can you tell this jury that there was 23 or was not signage on your beach access? 24 A. I cannot say definitively whether 25 there or was not on the beach access point, no.

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Page 46 1 Q. So for example do you recall seeing a 2 sign that demonstrated or explained the flag system 3 employed by the lifeguards on the beach? 4 A. I do not recall seeing that, sir. 5 Q. But you can't say that it wasn't 6 there, can you? 7 A. I cannot say that it wasn't there. 8 Q. And did you see the signage that 9 described what rip currents were, how they formed 10 and how to I guess extricate yourself from a rip 11 current, did you see that sign? 12 MR. McLEOD: Objection, lack of 13 foundation. Asked and answered. 14 Q. (BY MR. THOMPSON) Did you see that 15 sign? 16 A. No, sir. 17 Q. And can you tell us that that sign 18 did not exist in August of 2018? 19 MR. McLEOD: Objection, lack of 20 foundation. And asked and answered. 21 A. I cannot say definitely, no, sir. 22 Q. (BY MR. THOMPSON) Do you have any 23 recollection how the streets are numbered in Myrtle 24 Beach? 25 A. I do not.	Page 47 1 Q. Numbered north to south, 7th, 8th, 2 9th, that sort of thing? 3 A. No. Not off the top of my head, sir. 4 Q. The reason I ask is do you recall the 5 avenue or the street for the public access that you 6 used for the beach on August 24, 2018? 7 A. No, sir, I do not. 8 Q. Like it was 8th Avenue, 10th Avenue, 9 do you have any recollection? 10 A. I do not, sir, I do not recall that. 11 Q. Now you mentioned earlier you were 12 staying in a Hampton Inn, is that right? 13 A. I think it was, sir. 14 Q. Had you stayed there before? 15 A. No, I had not. 16 Q. How did you know where or how to get 17 to the beach from the Hampton Inn? 18 A. We could literally see the water from 19 the entrance of the hotel. 20 Q. Right. But how, you know, there are 21 hotels on the front of the beach, how did you 22 decide or how could you figure out which way to go, 23 either between them, through them, to get to the 24 beach? 25 A. Like I said, the access we took had a	Page 48 1 beach sign on the road, the front side of the road 2 where the hotel was and we could see the wooden 3 walkway. 4 Q. Basically it was a direction to you 5 that it was a public access point, correct? 6 A. Correct, sir. 7 Q. And you went to the beach that day, 8 it was you and your wife, is that right? 9 A. Me, my wife, my mother at the time 10 and my two children. 11 Q. And your two children, how old were 12 they at the time? 13 A. My son was six, my daughter was one. 14 Q. I'm not going to ask the question 15 about the one year old, I assume the one year old 16 was not a swimmer at the time. 17 A. Correct. 18 Q. How about the six year old? 19 A. Capable, shaky in the ocean. 20 Q. I'm sorry? 21 A. I said he's capable, he could swim at 22 the time but shaky in the ocean. He wasn't in the 23 ocean often. 24 Q. And did you have any sort of rule, 25 family rule about going in to the water for your	Page 49 1 kids? 2 A. A family rule, no. Not necessarily a 3 family rule. I always go to check the water before 4 the kids get in. 5 Q. Did anybody get in the water before 6 the incident occurred? 7 A. Anyone -- I'm sorry, sir? Anyone. 8 Q. In your family. 9 A. Me and my mother briefly, not for 10 very long and not far out, no. 11 Q. How about you? 12 A. Myself and my mother briefly. 13 Q. All right. How far did you go in? 14 A. Maybe knee height, that was about it. 15 Q. Okay. What did you think of the 16 water at the time? 17 A. It was choppy, there were a lot of 18 waves, but the water was full of people, so. 19 Q. Right. But had you ever seen a 20 similar condition in your visits to other beaches? 21 A. Yes, sir. 22 Q. Did you know what a rip current was 23 before you came to Myrtle Beach in August 2018? 24 A. As someone that grew up around the 25 beach, yes, I know what a rip current is.

Page 50 1 Q. I mean you had experience at least 2 somewhere in the course of your lifetime, you 3 learned what a rip current is, correct? 4 A. I've learned, yes. 5 Q. And you know that they occur on the 6 beach, correct? 7 A. Correct. 8 Q. And they are a risk for anybody 9 that's on a beach, correct? 10 A. Correct. 11 Q. I mean you know that, right? 12 A. Yes. I know that. 13 Q. Okay. So at the time I guess when 14 you went to the beach in August 2018 in Myrtle 15 Beach you didn't need any instruction on what a rip 16 current was, did you? You already knew. 17 A. Correct. I knew what a rip current 18 was, yes. 19 Q. Okay. When you went to the beach on 20 August 24, 2018 do remember what time it was? 21 A. The exact time, no. I remember it 22 was before noon because it wasn't yet mid morning. 23 But it wasn't very, very early. 24 Q. Before noon? 25 A. I believe so, yes, sir. Page 51 1 Q. All right. And then how long after 2 you arrived on the beach before noon did the 3 incident occur? 4 A. Total, approximately 20, 25 minutes I 5 would say. 6 Q. So then the commotion, the incident 7 that you witnessed, that would have occurred some 8 time in the 12:20, 12:25 range, is that correct? 9 A. That's a guess. It was a while ago 10 so I'm trying to recall exactly what time of day it 11 was, but. 12 Q. Had you and your family had any kind 13 of lunch before you went? 14 A. We went and had breakfast that 15 morning before we went out. 16 Q. Did you bring food, drinks with you 17 to the beach? 18 A. We did bring snacks with us to the 19 beach, yes, sir. 20 Q. Now I want to understand, when you 21 arrived to the beach you cross over the walkway as 22 you described, and let me make sure I'm clear about 23 that. There was a wood walkway that you used to 24 access the beach? 25 A. That I remember, yes, sir.	Page 52 1 Q. In other words there wasn't just a 2 sandy path, you had to physically use some form of 3 wooden walkway to access the beach? 4 A. There was steps, yes, sir, there was 5 sand blown over it as you can imagine in the dune 6 area of the beach but I do remember wood. 7 Q. So at the end of the wooden walkway 8 did that end at the beach or did you have to walk 9 an additional amount through the dunes to get to 10 the beach? 11 A. I can't recall exactly, sir. 12 Q. Okay. So when you got to the beach 13 itself, in other words got through the beach access 14 if you will, could you see a lifeguard tower? 15 A. Yes. 16 Q. Okay. What color was it? 17 A. I don't remember the exact color. I 18 remember seeing chairs, umbrellas and then a wooden 19 structure but I don't remember the exact color of 20 the lifeguard stand. 21 Q. Any idea? 22 A. Not right offhand, sir. 23 Q. Was there a umbrella on the tower? 24 A. I don't remember, I don't remember 25 seeing an umbrella on the tower itself. I remember Page 53 1 seeing umbrellas stacked and a couple of umbrellas 2 in the tower. There may have been but I don't 3 remember seeing it. 4 Q. That was going to be my next 5 question, are you telling the jury that there was 6 not one or you don't remember one way or the other? 7 A. I don't remember one way or the other 8 whether there was an umbrella on the stand itself. 9 Q. What about a flag, a weather flag? 10 A. I did not see a weather flag. 11 Q. Do you know what a weather flag is 12 when I say that? 13 A. Yes. 14 Q. What is it that you, if I say the 15 term or use the phrase weather flag what does that 16 mean to you? 17 A. You mean the wind directional types 18 of flags are you talking about or are you talking 19 about a specific -- there's different types of 20 flags for lifeguards. 21 Q. So did you at any time while you were 22 on the beach on August 24, 2018 ever see any flags 23 flying anywhere near a lifeguard tower? 24 A. I did not, sir. 25 Q. And are you telling this jury that it

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Page 54 1 didn't exist at all? 2 A. I am not saying it didn't exist, I'm 3 saying that I did not see it. 4 Q. Okay. Did you look for one? 5 A. Did I look for a flag? 6 Q. Yeah. 7 A. I usually do, sir. 8 Q. So again, are you telling this jury 9 you looked for a flag and it wasn't there? 10 A. Yes, sir. I'm saying I went out to 11 the beach, I did not see a flag. 12 Q. But you were looking for one, why? 13 A. We always do, when we go to the beach 14 we always look for the flags. They usually let us 15 know whether there's marine life in the water or 16 not. 17 Q. Okay. Well flags mean more than 18 marine life, is that right? 19 A. Absolutely, sir. 20 Q. You've had that experience and you 21 know that they have different colors based on what 22 the seas, the winds, the potential hazards are for 23 the day on that beach, correct? 24 A. Yes, sir, I do. 25 Q. So when you went to the beach on	Page 56 1 right-hand side which would have been south on the 2 beach. 3 Q. How far was it from the beach access? 4 I'm not talking about the end of the beach access 5 from that, but in relation to if you walk straight 6 out from the beach access and you turn right to go 7 to that tower how far would that distance be? 8 A. I couldn't say exactly. I know once 9 we hit the beach access there was a gentleman on an 10 ATV that came riding in front of us and that trail 11 of ATV tracks, the lifeguard stand was just on the 12 other side of that. Maybe 30 feet, 40 feet. I 13 don't know how far it is. Closer to the dunes than 14 it is to the water. 15 Q. I understand. I'm trying to figure 16 out from the beach access how much further south it 17 was from the beach access. 18 A. Not much. It was pretty close. I 19 couldn't give you an exact determination. 20 Q. And as I understand it when you went 21 on to the beach that day some time right before 22 noon there was a lifeguard at that tower. 23 A. Yes, sir. 24 Q. Okay. And what was the lifeguard 25 wearing?
Page 55 1 August 24, 2018 you looked for a flag. 2 A. I did. I just didn't see one. 3 Q. Did you look for a flag up and down 4 the beach, in other words if there wasn't one at 5 that lifeguard tower did you look north to see if 6 there was a lifeguard tower nearby with a flag in 7 front of it? 8 A. Pretty far away, I didn't look that 9 way for another flag, no, sir. 10 Q. So for you to say it was pretty far 11 away you looked and saw a tower. 12 A. I looked down there and saw another 13 lifeguard stand, yes. 14 Q. And did it have a flag in front of 15 it? 16 A. I do not recall, sir. 17 Q. How about to the south, did you see a 18 lifeguard tower to the south? 19 A. No, sir. 20 Q. Did you look for one? 21 A. Not further south, no, sir. 22 Q. When you say further south when you 23 came across the beach access where specifically was 24 the tower that you saw? 25 A. The tower that I saw was on my	Page 57 1 A. I remember shorts, I don't remember 2 any other clothing on him, sir. 3 Q. What color were the shorts? 4 A. I want to say they were red, not 100 5 percent though. 6 Q. Was the lifeguard wearing a shirt? 7 A. No, sir. 8 Q. What did the lifeguard look like? 9 A. He was a Caucasian gentleman, curly 10 hair, I believe, it was kind of wind blown at the 11 time. But not anything, I wasn't that involved in 12 what he looked like. 13 Q. Okay. How tall was he? 14 A. He was sitting when I saw him so I 15 couldn't determine his height, sir. 16 Q. And you mentioned an ATV earlier, who 17 was on the ATV? 18 A. I didn't notice, it was a gentleman, 19 I didn't notice who he was. 20 Q. Was it a lifeguard, was it police, 21 was it fire department, do you know? 22 A. It could have been a lifeguard, I 23 don't recall it being police or anything of that 24 nature. I would assume it would have been a 25 lifeguard of some sort.

Page 58 1 Q. What was that person on the ATV 2 wearing? 3 A. A T-shirt and some shorts. 4 Q. What color? 5 A. I don't remember. He went by pretty 6 quickly. 7 Q. Was there any markings on the T-shirt 8 to indicate who the person was with? 9 A. I don't recall, sir. 10 Q. Do you recall what the weather was 11 like when you went to the beach on August 24, 2018? 12 A. To some degree. It wasn't too hot, 13 there were a few clouds, nothing out of the normal 14 or nothing that would raise any red flags for me. 15 Q. At any point in time did you use your 16 phone to take any photos or videos of what happened 17 that day? 18 A. I'm sure we did at some point. More 19 than likely my wife or my mother did, but I don't 20 remember using mine, no, sir. 21 Q. Did you take any photos of the 22 lifeguard that you talked about? 23 A. No. Not that I can remember, sir. 24 Q. Now I want to explore with you what 25 happened on the beach on August 24, 2018. It's my	Page 59 1 understanding you were there for approximately 20 2 to 25 minutes when you heard something, is that 3 right? 4 A. Yes, sir. 5 Q. Was that the first thing that brought 6 your attention to the water? 7 A. At that moment, yes, sir. 8 Q. Had you seen anybody in the water in 9 distress or struggling before you heard something? 10 A. No. But I wasn't looking at the 11 water at the time. 12 Q. All right. So the first thing you 13 became aware of that there was anything going on 14 was some amount of yelling, is that right? 15 A. Yes, sir. 16 Q. And that was the commotion, is that 17 right? 18 A. Yes, sir. 19 Q. How far away were you from the 20 water's edge when that happened? 21 A. We were about halfway down the beach 22 so I want to say maybe 100 feet tops. 23 Q. And were you sitting on the beach at 24 that time? 25 A. I was laying down on the beach, yes.	Page 60 1 Q. On your stomach, on your back? 2 A. I was on my side. 3 Q. Looking at your kids, your wife? 4 A. Yeah. I had my one year old in front 5 of me, she was playing with a water bottle at the 6 time. I remember because when the commotion went 7 off I grabbed her and everything I had handed her 8 to my mother. 9 Q. And what did you hear? 10 A. I heard someone yell help was what I 11 heard. 12 Q. And so initially did you know where 13 that was coming from? 14 A. Initially it came over my back 15 shoulder so I had to turn around to look, but other 16 than that, no. I had to figure it out. 17 Q. When the yell happened or when the 18 noise happened you had your back to the water, 19 correct? 20 A. I had my feet to the water, my back 21 was towards where the south side of the beach would 22 be. 23 Q. And so then what was the next thing 24 that happened that sort of got your attention? 25 A. What do you mean, sir?	Page 61 1 Q. Well, you hear a yell and you look to 2 figure out what it is, what did you then see? 3 A. So I heard the yell, I saw a few 4 people standing at the water and my eyes 5 immediately darted towards the water because that's 6 where they were looking and I saw two gentleman 7 struggle to try to pull another one out, they were 8 maybe chest deep, maybe a little shallower and 9 closely behind them was another woman trying to 10 pull another individual, a younger female out of 11 the water. 12 Q. So to be clear, when you heard the 13 yell, and it was a very short, very quick time 14 after that that you then saw two persons pulling an 15 individual in from the water, is that right? 16 A. Correct, sir. 17 Q. You never saw that individual, the 18 person they were pulling in, you never saw him 19 before then, did you? 20 A. No, sir. 21 Q. Never saw that individual in the 22 water with any children, did you? 23 A. No, sir. 24 Q. So the first time that you saw the 25 individual that was being brought to the edge of

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Page 62 1 the beach, that person was unconscious, correct? 2 A. Correct, sir. 3 Q. Had to be assisted to the shore, 4 correct? 5 A. Correct. 6 Q. And did you go assist? 7 A. I did, sir. 8 Q. And how far into the water did you 9 go? 10 A. By the time I got there they were 11 about waist deep in the water. 12 Q. Do you recall when it was or how deep 13 they were when you first saw them? 14 A. As I stated earlier when I first saw 15 them they were about chest level in that water. So 16 they were somewhere between trying to walk and 17 paddle. The two people were. 18 Q. The two people trying to assist this 19 person, correct? 20 A. They were, yes, sir. 21 Q. They were about chest deep. 22 A. Yes, sir. 23 Q. Okay. And so the individual was 24 brought to, or you went out and by the time that 25 you got there he was waist deep, is that right?	Page 64 1 A. So we drug him up to the sand and 2 laid him down and that's when I looked up and 3 noticed the lifeguard standing there with the rest 4 of the crowd. 5 Q. In other words he was there at the 6 time that the individual was brought to the edge of 7 the water. He was there. 8 A. Loosely. Yes, sir. 9 Q. Loosely. You described he was 10 standing there, I understand you say he didn't 11 assist in any fashion, but he was there, correct? 12 A. Correct. 13 Q. And that's the same guy you saw 14 earlier? 15 A. Yes, sir. 16 Q. In other words he was on the beach 17 the entire time. 18 A. He was there on the beach in some 19 fashion, yes, sir. 20 Q. Okay. Had you ever seen the 21 individual that was brought to the beach, had you 22 ever seen him at any time on the beach that day? 23 A. No, sir. 24 Q. Or any of his family members before 25 this event happened?
Page 63 1 A. Yes, sir. 2 Q. Or were you waist deep? 3 A. I was, so myself and the individuals 4 that were standing and pulling him in were about 5 waist deep. 6 Q. And then you got him to the beach? 7 A. Yes, sir. 8 Q. The lifeguard that you described 9 earlier, that lifeguard was how far away from the 10 water's edge when all this was happening? 11 A. The lifeguard stand was 12 approximately, maybe 10 to 20 feet further away 13 from the water's edge from where I was lying as far 14 as distance from the water. 15 Q. So approximately 120 feet away from 16 the water? 17 A. Maybe. Give take. 18 Q. I'm sorry? 19 A. I said give take, about that maybe. 20 Q. But the lifeguard was on the stand or 21 was at the stand the last you saw him. 22 A. Yes, sir. 23 Q. And then the lifeguard was, or got to 24 the individual on the water's edge as the 25 individual's being brought to the water's edge?	Page 65 1 A. No, sir. 2 Q. Do you have any emergency medical 3 training? 4 A. I do, sir. 5 Q. Are you an EMT? 6 A. I am not. We are CPR and shock 7 trained for the military. But I am not an EMS, no, 8 sir. 9 Q. Did you participate in the 10 resuscitative effort? 11 A. Yes, sir. 12 Q. Were you doing the compressions? 13 A. No, sir, I was elevating legs and 14 rolling because he was pretty heavy so the nurse 15 was the one doing the compressions as well as the 16 other gentleman that came and brought him on shore 17 with me. 18 Q. You described at some point you spoke 19 with one or more police officers after this event, 20 is that right? 21 A. I did, sir. 22 Q. And you gave a written statement, is 23 that correct? 24 A. No. I gave a verbal statement, sir. 25 Q. Did you sign a statement?

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Julian Chandler
Abel, Meswaet v Lack's Beach Service

July 20, 2022

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Page 66 1 A. I may have, I don't recall. 2 Q. Do you remember writing a statement 3 and signing it? 4 A. No, I remember the two individuals 5 came to the hotel, asked me to come down and we 6 spoke next to the hotel. I don't remember writing 7 a statement down, sir. 8 Q. All right. Have you ever been, have 9 you ever seen a copy of a statement with your 10 signature on it? 11 A. No, sir. 12 Q. I'm going to share a screen if I can. 13 (WHEREUPON, A DISCUSSION WAS HELD OFF THE RECORD) 14 Q. (BY MR. THOMPSON) Mr. Chandler, can 15 you see the screen now? 16 A. I can see you, sir. 17 Q. Do you see the screen now? 18 A. I do, sir. 19 Q. Is there a statement there? 20 A. There is. 21 Q. At the bottom there is a signature. 22 Is that your signature? 23 A. It is, sir. 24 Q. You haven't seen this statement 25 before today? Page 67 1 A. It doesn't look familiar. I may have 2 signed the statement but it's not my handwriting, 3 no. 4 Q. Okay. Do you see at the bottom where 5 it talks about if you sign the statement it's a 6 correct statement and if you give a false statement 7 there's certain potential problems? 8 A. Yes. 9 Q. Do you see that? 10 A. Uh-huh. 11 Q. And did you read the paragraph that 12 says unlawful to make false complaint, did you read 13 that before signing? 14 A. Yes. 15 Q. And did you read the paragraph where 16 it says by signing below I have certified I've read 17 the provisions of the above section which is the 18 paragraph just above it and that you understand the 19 contents, did you see that? 20 A. Yes, sir. 21 Q. And it also says that you certify and 22 have read the above statement, the paragraph above 23 where it says the details, that you've read it and 24 it is true and correct to the best of your 25 knowledge. Do you see that?	Page 68 1 A. Correct, sir. 2 Q. All right. So going up then to the 3 body of this statement that you signed. 4 A. Uh-huh. 5 Q. It says family sitting under green 6 tents. 7 A. Uh-huh. 8 Q. Was the family under an umbrella or a 9 tent? 10 A. So that statement was not written 11 with me, that was in conversation with the two 12 officers that were there. I told them the 13 conversation that I had about where the family was 14 so this was in conversation, sir. 15 Q. I understand. And we prefaced our 16 comments here and our discussion that you signed 17 this statement, correct? 18 A. Correct. 19 Q. And it says that you read it and that 20 the statements in the statement are correct and 21 true. 22 A. Correct. 23 Q. See that? Okay. 24 A. I do see that, sir. 25 Q. So then it says the family sitting Page 69 1 under green tents, had their daughter pulled out in 2 the current. 3 A. Correct. 4 Q. Did you see that? 5 A. No. That's what the son told me. 6 Q. Okay. Did you -- okay. So that's 7 not something you saw. 8 A. No. His son told me that his sister 9 was pulled out in the current. 10 Q. Says the father tried to run out to 11 save her. 12 A. Again, that's what the son told me 13 and again this would have been conversation with 14 the officer. 15 Q. So again the father was on the beach, 16 ran into the water to save the child, is that the 17 statement that you signed? 18 A. That is the statement that I signed. 19 Q. That's not what you saw though, is 20 it? 21 A. That portion of the statement is not 22 what I physically saw, no, sir. 23 Q. Okay. 24 A. There's also a lot that we spoke 25 about that isn't in that statement, sir.

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Page 70 1 Q. That's what I'm trying to figure out, 2 all of the things that you testified to today that 3 aren't in this statement and there's things in this 4 statement that you haven't testified today about, 5 correct? 6 A. Correct. 7 Q. So you disagree or you take issue 8 with the statements that are in this or the account 9 of what happened in this statement? 10 A. I will say that what's written in 11 this statement was more in context of a 12 conversation I was having with the officers, not as 13 much of what I saw per se. 14 Q. I understand, and you had a 15 conversation and whether you wrote it or whether 16 they wrote it it was a statement that was handed to 17 you, you read it, you agreed with paragraph that 18 says this is what I saw, this is what I'm saying is 19 the truth and you signed it, correct? 20 A. Correct. That's the statement, 21 that's how it reads, sir. 22 Q. Bear with me. 23 A. Not a problem. 24 Q. At least I got to share, now I can't 25 get it to get back to what I need. Page 71 1 (WHEREUPON, A DISCUSSION WAS HELD OFF THE RECORD) 2 VIDEOGRAPHER: We are going off the 3 record at 4:23 p.m. 4 (WHEREUPON, A RECESS WAS TAKEN BY THE PARTIES) 5 VIDEOGRAPHER: We are back on the 6 record at 4:26 p.m. 7 Q. (BY MR. THOMPSON) Mr. Chandler, 8 thank you for your patience during the technical 9 difficulties that I had. 10 A. Not a problem. 11 Q. It's always a challenge to do things 12 remotely and just when you think you understand how 13 it all works, you know, so thank you for your 14 patience. 15 Mr. Chandler, we were talking about 16 you spoke with the police. Did you ever address or 17 speak with any of the lifeguards? 18 A. Shortly after the event I was 19 standing on the back side of the pickup truck, I 20 want to say it was a pickup truck and I had a 21 conversation with a male there about kind of 22 recalling what I went through and what happened and 23 what I saw, that kind of thing. 24 Q. And who was that? 25 A. I don't recall who he was. He may	Page 72 1 have been a lifeguard, he may have been some other, 2 I don't recall off the top of my head, sir. 3 Q. When did you leave Myrtle Beach? 4 A. The day after, sir. 5 Q. Have you ever lived in South 6 Carolina? 7 A. I have not. 8 Q. Have you been back to South Carolina? 9 A. Not since that incident, no, sir. 10 Q. At any time did you see the son, the 11 boy, in the water? 12 A. No, sir. 13 Q. Bear with me. 14 A. Not a problem. 15 Q. Have you ever worked as a lifeguard? 16 A. No, I have not. 17 Q. Ever done any MP work in the 18 military? 19 A. MP, military police? 20 Q. MP, military police. 21 A. No, sir. I assume a cyber operator. 22 Q. You say cyber operator? 23 A. Cyber, yes, sir. 24 Q. Nice. 25 Mr. Chandler, I think those are all Page 73 1 the questions I have for you today. Thank you for 2 your patience and certainly thank you for your 3 service to this country. 4 A. I appreciate it. Not a problem. 5 EXAMINATION 6 QUESTIONS BY MS. SULLIVAN: 7 Q. I think I get to play cleanup Mr. 8 Chandler. 9 My name is Kelli Sullivan, I 10 represent the City of Myrtle Beach. 11 A. How are you, ma'am? 12 Q. Good. How are you? 13 A. Good. 14 Q. Thank you for doing this. You mean 15 you don't want to come to South Carolina where it's 16 112 degrees in the shade? 17 A. My folks live in North Carolina; 18 that's about as far south as I'm going to go right 19 now. 20 Q. It's pretty warm down here. 21 I want to echo what Mr. Thompson 22 said, thank you for making your time today and 23 being available to us. 24 Couple of brief questions. 25 A. Uh-huh.

Page 74 1 Q. You told me or you told us earlier 2 this trip to Myrtle Beach was kind of a spur of the 3 moment decision for you and your family? 4 A. It was, ma'am. 5 Q. And did you take any time before you 6 went to the beach to look at any weather reports 7 that day or weather service bulletins? 8 A. I did not. No, ma'am. 9 Q. Did you look to see if the City of 10 Myrtle Beach had any information on that website 11 about the beach conditions on any particular day? 12 A. I did not. We drove in late at 13 night, so no, I did not, ma'am. 14 Q. Okay. But you didn't check the 15 morning before you went out to the beach either. 16 A. No, ma'am, we went and had breakfast 17 and picked some things up and headed right over to 18 the beach. 19 Q. And likewise you didn't check any 20 Myrtle Beach Facebook page or anything like that. 21 A. No, ma'am, I don't even Facebook, 22 sorry. 23 Q. Okay. You mean you're a cyber guy 24 and you don't Facebook? 25 A. That's why I don't Facebook.	Page 75 1 Q. Probably a very good point you just 2 made. 3 Let me ask you this: The person that 4 you saw on the ATV, you saw them before this whole 5 commotion started? 6 A. I did. 7 Q. About how long before, do you recall? 8 A. It was literally right as we were 9 walking on to the beach they came driving by. 10 Q. Okay. So if you had been on the 11 beach 15 or 20 minutes this person had driven by 12 about the same time you got on the beach before the 13 commotion, correct? 14 A. I'd say 25 or 30 minutes, yes. 15 That's a ball park, around 10 minutes. 16 Q. Do you know if that person was a male 17 or a female? 18 A. It was a male. 19 Q. And I think you testified earlier 20 that you didn't know what agency, if any, that 21 person was with. 22 A. I do not, ma'am. I do not remember 23 any specific symbols or anything on him, no, ma'am. 24 Q. Okay. And a few minutes ago when Mr. 25 Thompson showed you your statement you indicated	Page 76 1 that there was information on there that the son, 2 Mr. Wolde's son had told you? 3 A. Yeah. So when I was on the beach 4 asking him, you know, trying to calm him and his 5 siblings down I asked him what happened and that 6 was information that he gave me. So like I said 7 that statement was a, not written by me, in 8 conversation I did mention those things, yes. 9 Q. Did Mr. Wolde's son ever indicate to 10 you that he had been in the ocean with his family 11 at the time? 12 A. No. He didn't, no. 13 Q. And I believe you told me that when 14 you first saw the bystanders trying to help Mr. 15 Wolde out that the water was roughly chest deep? 16 A. Yes, ma'am. To my recollection, it's 17 been a few years, but yes, about chest deep. 18 Q. Okay. Now, is the first time that 19 you saw the Wolde family in the water when you 20 first heard the help cries, you had not noticed him 21 before that? 22 A. Correct, ma'am. Like I said before I 23 wasn't looking towards the beach before that. 24 Q. So is it fair to say you don't know 25 how long Mr. Wolde and his daughter had been	Page 77 1 struggling before you noticed? 2 A. Correct, ma'am. 3 Q. And it's also fair to say that the 4 first time you noticed they were already in the 5 arms of the bystander? 6 A. Correct. They were in the arms of 7 someone trying to pull him out of the water. 8 Q. And is it also true that while you 9 were assisting the bystander and Mr. Wolde you 10 weren't looking for a lifeguard at that point? 11 A. Looking for one, no, noticed one 12 standing in the crowd above me, yes. 13 Q. Okay. Was that after you had already 14 pulled Mr. Wolde in? 15 A. Yes, ma'am. That was after we had 16 already pulled him all the way up on to the sand. 17 Q. But I'm talking about in the process, 18 in the process of pulling Mr. Wolde in do you have 19 any idea what the lifeguard's doing? 20 A. No, ma'am, I do not. 21 Q. I don't think I have any further 22 questions for you Mr. Chandler. See, I didn't have 23 many at all. 24 A. Appreciate it, ma'am. 25 MR. McLEOD: Mr. Chandler, I've just

20 (Pages 74 - 77)

Page 78 1 got a couple questions just to clear up a couple 2 things please, sir. 3 THE WITNESS: Okay. 4 EXAMINATION 5 QUESTIONS BY MR. THOMPSON: 6 Q. You didn't see Mr. Wolde go in the 7 water, did you, sir? 8 A. I'm sorry, say that again, sir. 9 Q. You didn't see the point on the beach 10 where Mr. Wolde went in to the water, did you? 11 A. I did not, sir. 12 Q. You saw Mr. Wolde when he was being 13 dragged out of the water, is that correct? 14 A. Correct, sir. 15 Q. And who was assisting him or who was 16 dragging him out of the water? Were they 17 bystanders or were they lifeguards? 18 A. They were bystanders. It was a 19 gentleman and his girlfriend I think, younger lady 20 that was with him that were in the water and then a 21 larger gentleman that had run out to help to pull 22 him in. 23 Q. So at any time from the time that you 24 first saw Mr. Wolde in the water until the time 25 that the bystanders had him at the water's edge did	Page 79 1 any lifeguard provide any rescue efforts 2 whatsoever? 3 A. No, sir. Not to my knowledge. 4 Q. And when Mr. Wolde was brought ashore 5 you and a nurse performed life resuscitation, or 6 performed CPR on him, is that correct? 7 A. Me, the nurse and the other gentleman 8 who helped pull him from the water all kind of 9 helped tag team that effort. 10 Q. And those efforts were undertaken in 11 an effort to prevent his death, is that correct? 12 MR. THOMPSON: Objection. 13 A. That was my assumption after the 14 nurse said she had a weak pulse, sir. 15 MR. THOMPSON: Objection, move to 16 strike. 17 Q. (BY MR. McLEOD) Now, the lifeguard 18 that you saw when you got on the beach, did he 19 arrive at any time before Mr. Wolde was dragged 20 from the water by bystanders and CPR was performed 21 on him by bystanders? 22 A. By arrived you mean down towards the 23 scene, sir? 24 Q. Yes, sir. 25 A. I did not see him, I did not notice	Page 80 1 him, no, sir. 2 Q. Did you first notice him once a 3 crowd, once there had been time for a crowd to 4 gather around Mr. Wolde? 5 MR. THOMPSON: Objection. 6 A. That was the first time I noticed 7 him, sir, was when we were actually performing CPR 8 on Mr. Wolde. 9 Q. (BY MR. McLEOD) And did you notice 10 the lifeguard in the crowd or did you notice him 11 assisting in some way? 12 A. I noticed him standing at the front 13 of the crowd is what I noticed. 14 Q. And when you noticed the lifeguard 15 there is that when you saw a person that in your 16 words looked like a deer in headlights? 17 MR. THOMPSON: Objection. 18 A. Correct, sir. 19 Q. (BY MR. McLEOD) Okay. They asked 20 you a couple questions about this statement and let 21 me ask you this: This is the phone number that 22 appears on the statement: (410) 507-7866. Had 23 that phone number ever been associated with you? 24 A. Yes, sir. It sounds familiar. 25 Q. Is that your phone number?	Page 81 1 A. It's not my current phone number, no, 2 sir. 3 Q. Okay. The statement that they 4 provided you indicates that a gentleman named 5 Nicholas dove out into the water. Did you notice 6 anybody named Nicholas on the beach that day? 7 A. No, sir. Not to my knowledge. 8 Q. When you were talking to law 9 enforcement did you trust and believe that they 10 would take down accurately what you had shared with 11 them? 12 A. Yes, sir. 13 Q. Now that Mr. Thompson has showed you 14 the statement that they prepared did they do that 15 or did they fail to do that? 16 MR. THOMPSON: Object. 17 A. I believe there was a lot of our 18 conversation that was left out of that statement, 19 sir. 20 Q. (BY MR. McLEOD) For example, the 21 statement doesn't mention anything about Mr. Wolde 22 having a pulse and CPR being performed at the 23 water's edge, does it? 24 MR. THOMPSON: Objection. 25 A. Correct. It does not.

21 (Pages 78 - 81)

Page 82 1 Q. (BY MR. McLEOD) Would that be a fact 2 that you would have failed to tell the police or 3 did you tell the police that? 4 MR. THOMPSON: Objection. 5 MS. SULLIVAN: Object to form. 6 A. No, sir, I would not have forgotten 7 the details of what I actually witnessed with my 8 own eyes. 9 Q. (BY MR. McLEOD) With regard to what 10 Mr. Wolde's son told you, did you share that with 11 them in an effort to try to give them all the 12 information that you had on that day? 13 A. Correct, sir. It was given in 14 context of the conversation. 15 Q. I think those are all the questions I 16 have, sir. Thank you that your time today. 17 A. Absolutely. 18 VIDEOGRAPHER: Off the record? 19 We're going off the record at 4:40 20 p.m. 21 MR. McLEOD: He'll waive reading and 22 signing. 23 24 25	
Page 83 1 REPORTER CERTIFICATE 2 3 I, SUZANNE BENOIST, Certified Shorthand 4 Reporter, do hereby certify that there came before 5 me via Zoom, the above-referenced parties, that the 6 proceeding was translated and proofread using 7 computer-aided transcription, and the above 8 transcript of proceedings is a true and accurate 9 transcript of my notes as taken at the time of said 10 event. 11 I further certify that I am neither attorney 12 nor counsel for nor related nor employed by any of 13 the parties to the action in which this examination 14 is taken; further, that I am not a relative or 15 employee of any attorney or counsel employed by the 16 parties hereto or financially interested in this 17 action. 18 Dated this 20th day of July, 2022. 19 20 21  22 Ms. Suzanne Benoist, RPR, 23 CCR-MO, CCR-KS, CSR-IL, CSR-IA 24 Notary Public No. 07541281 25 State of Missouri - Jefferson County My commission expires: 5/10/2024	

1 IN THE COURT OF COMMON PLEAS

2 OF HORRY COUNTY, SC

3 * * * * *

4 *

5 MESWAET ABEL, AS PERSONAL *

6 REPRESENTATIVE OVER THE *

7 ESTATE OF ZERIHUN WOLDE * Case No.

8 AND AS NATURAL PARENT AND * 2019-CP-26-07075

9 LEGAL GUARDIAN FOR ADAM * MLG File No.:

10 WOLDE AND WUBIT WOLDE, * 19-1014

11 Plaintiff *

12 vs. *

13 LACK'S BEACH SERVICE, CITY*

14 OF MYRTLE BEACH AND JOHN *

15 DOE LIFEGUARD, *

16 Defendant *

17 *

18 * * * * *

19 VIDEOTAPE DEPOSITION

20 OF

21 THOMAS GRIFFITHS, Ed.D

22 June 15, 2022

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Thomas Griffiths, Ed.D.
Abel, Meswaet v Lack's Beach Service

June 15, 2022

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7 for the Commonwealth of Pennsylvania, at The Penn	7 DIRECT EXAMINATION
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16	16
17 R. GERALD CHAMBERS, JR., ESQUIRE	17
18 Turner, Padgett, Graham and Laney, P.A.	18
19 1901 Main Street	19
20 17th Floor	20
21 Columbia, SC 29201	21
22 COUNSEL FOR DEFENDANT CITY OF MYRTLE BEACH	22
23	23 (Exhibit 1 retained)
24	24
25	25 * Exhibits not attached

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Page 10 1 municipalities and we concentrate on swimming pools, 2 water parks, and open water areas like oceans. 3 Q. And Dr. Griffith, did my firm ask you to please 4 review this case to help us understand how this death 5 could have been prevented and what went wrong? 6 A. Yes, you did. 7 Q. And did I agree to pay you for your time in 8 reviewing the file and your work on the case? 9 A. Yes, yes. We did agree upon that. 10 Q. Yes, sir, because I value your time. 11 Is that right? 12 A. That's true. 13 Q. Okay. 14 Could you share with us before giving your 15 opinions, share with us a little bit about your 16 educational background, please, sir? 17 A. Sure. After leaving New York City, attending 18 high school, I went to college in New Haven, 19 Connecticut at Southern Connecticut State University 20 majoring in physical education and aquatics. From 21 there, I went to the University of Maryland and worked 22 on a master's degree, followed by a doctorate degree, 23 but taught springboard diving, scuba diving, and 24 taught all the water safety classes, lifeguarding, 25 NWSI. Eventually was in charge of those pools.	Page 12 1 So that's all I did at --- at Indiana State, 2 University of Maryland, and Penn State University for 3 38 continual years. 4 VIDEOGRAPHER: 5 Counsel, can we go off the record real 6 quick please? 7 BY ATTORNEY MCLEOD: 8 Q. And would it be fair to say that --- that over 9 the course of your educational and professional 10 career, you developed a level of expertise in aquatic 11 safety? 12 A. I believe so. It's --- again, it's the only 13 endeavor --- professional endeavor I've undertaken in 14 the past over 40 years. 15 Q. Yes, sir. And has your expertise led you to be 16 asked to be on shows like Good Morning America? 17 A. Yes, but the Videographer needs to interrupt for 18 a second. I'm sorry. He's trying to get your 19 attention. 20 VIDEOGRAPHER: 21 Counsel, can we go off the record real 22 quick? 23 ATTORNEY MCLEOD: 24 Yes. 25 VIDEOGRAPHER:
Page 11 1 In 1983, I moved to Indiana State University and 2 ran all their aquatic programs and pools from 1983 to 3 1986. And then from 1986 until 2009, I ran all the 4 five pools and programs at Penn State University in 5 State College, Pennsylvania. 6 Q. And Doctor, where did you receive your doctorate 7 and what was it in? 8 A. I have a doctorate from the University of 9 Maryland in educational administration. 10 Q. All right. 11 And following that doctorate degree, did you 12 teach at any university at any time throughout your 13 career? 14 A. Well, I taught at all three universities. I --- 15 I began my teaching career at University of Maryland. 16 I taught and coached there simultaneously. I taught 17 at Indiana State University, not only on the 18 undergraduate level, but on the graduate level, and 19 then I also taught at Penn State University again from 20 1986 until 2009. 21 Q. And did your curriculum at those three 22 universities include aquatic safety? 23 A. Aquatic safety basically was my whole job. It 24 included hiring and firing lifeguards, monitoring 25 programs, scheduling the pool, maintenance as well.	Page 13 1 Okay. 2 Going off the record at 10:44 a.m. 3 OFF VIDEO 4 --- 5 (WHEREUPON, A PAUSE IN THE RECORD WAS HELD.) 6 --- 7 ON VIDEO 8 VIDEOGRAPHER: 9 Going back on the record at 10:45 a.m. 10 ATTORNEY MCLEOD: 11 We're back on the record? 12 VIDEOGRAPHER: 13 Yes. 14 ATTORNEY MCLEOD: 15 All right. 16 BY ATTORNEY MCLEOD: 17 Q. Dr. Griffiths, have you had occasion to be 18 published in the field of aquatic safety? 19 A: Yes, numerous times. Yes, sir. 20 Q. And could you share with the ladies and gentlemen 21 of the jury how extensive your publications have been 22 and where they've been published? 23 A. I --- I have over 300 publications in places like 24 the New York Times, Aquatics International, Recreation 25 Management, a lot of industry trade publications that

4 (Pages 10 - 13)

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1 cater to the aquatics world. I've published a series 2 of textbooks in a variety of aquatic areas and I've 3 also done research articles, which have been published 4 in referee journals for academia. 5 Q. Yes, sir. And have you had occasion to present 6 at conferences, for example the Center of Disease and 7 Control Conference? 8 A. Yes. I met with the Center of Disease Control at 9 their conferences many times and the National 10 Recreation and Park Association, many different 11 organizations throughout this country in a variety of 12 locations. 13 Q. Yes, sir. And has your level of expertise led 14 you to be hired by the United States Navy with regard 15 to water or aquatic safety? 16 A. Yes. I worked with the United States Navy in San 17 Diego. They asked me to lead a water safety committee 18 for their soldiers at beaches that had ocean fronts. 19 Q. And Dr. Griffiths, was the Navy concerned about 20 drownings at their navy bases and asked you to help 21 develop a plan to prevent those injuries or deaths? 22 A. That's exactly right. We had a full day seminar 23 with experts throughout the country and I presented 24 material throughout the day to try to encourage the 25 group to come up with more aggressive rules,	1 Q. Dr. Griffiths, let me first start with the 2 concept of a lifeguard. Could you share with the 3 ladies and gentlemen of the jury how the lifeguard 4 profession has advanced over the years? 5 A. Well, going back 100 years ago, we were seeing 6 about 9 to 12,000 drownings a year. And so the 7 American Red Cross, the YMCA's began teaching life- 8 saving programs first. And as they trained Americans 9 to be lifesavers around the country, the drowning rate 10 appeared to drop. Then in about 1983, the --- all the 11 agencies, all the lifeguard training agencies strongly 12 believed that too much emphasis was being placed on 13 rescue and not enough emphasis was being placed on 14 preventative actions, in other words, proactive 15 prevention. 16 And so they changed the term of the lifesaving 17 course to lifeguarding. And since 1983, most of the 18 materials, although they still include vitally 19 important rescue skills and swimming skills, they've 20 also added proactive prevention strategies that help 21 the lifeguards to prevent drownings before they occur 22 through education, training, and warnings. 23 Q. Yes, sir. And so if I understand you, prior to 24 1983, the emphasis was primary on what happened from 25 the time the lifeguard leaves the lifeguard stand to
Page 15	Page 17
1 regulations, and warnings about swimming in the ocean 2 regardless of where those soldiers would be based. 3 Q. Yes, sir. And has your level of expertise led 4 you to appear on shows like Good Morning America? 5 A. Good Morning America, Inside Edition, and others. 6 Q. How about the Discovery Channel? 7 A. Yes. 8 Q. Okay. 9 And were those appearances on those television 10 shows related to your field of expertise in aquatic 11 safety? 12 A. Yes, sir. 13 ATTORNEY MCLEOD: 14 At this time, I'd move to have Dr. 15 Griffiths admitted as an expert in the field of 16 aquatic safety. 17 ATTORNEY THOMPSON: 18 No objection for Lack's Beach Service. 19 ATTORNEY CHAMBERS: 20 No objection for the City of Myrtle 21 Beach. 22 --- 23 DIRECT EXAMINATION 24 --- 25 BY ATTORNEY MCLEOD:	1 the time he or she gets to the swimmer in distress. 2 Is that correct? 3 A. Yes. And a lot of emphasis was placed on rescue 4 equipment, rescue boards, and throw lines, and ring 5 buoys, and so forth whereas today it's more 6 preventative whereas --- so lifeguards do not have to 7 enter the water because they stop the drowning event 8 as they see the signs and signals for potential 9 drownings? 10 Q. Yes, sir. And so after 1983, there became a new 11 emphasis on the provision of drownings or injuries 12 related to swimming. 13 Is that correct? 14 A. Correct. 15 Q. And so is it safe to say, sir, that the standard 16 of care throughout the industry today includes both 17 the preventative measures lifeguards take, as well as 18 the rescue efforts that lifeguards take in a given 19 situation? 20 A. Exactly. 21 Q. All right. 22 And did there come a time when an organization 23 was formed to standardize the procedures used by 24 lifeguards performing lifeguarding services? 25 A. In the ocean or in all bodies of water?

Page 18 1 Q. In all bodies of water. 2 A. Well, you had several agencies working in concert 3 together. USLA primarily focused on open water, surf 4 lifeguarding situations. The American Red Cross, the 5 YMCA concentrated beginning more than 100 years ago 6 mostly on swimming pools and water parks. And then 7 since that time in the '80s, you have other groups 8 like Ellis and Associates, Starguard Aquatics, 9 American Lifeguard Association, and many other 10 agencies that meet or exceed the standards of those 11 initial agencies, training agencies. 12 Q. Yes, sir. And as far as the standard of care for 13 a lifeguard, is it contingent upon the physical 14 environment that the lifeguard is working in? 15 A. Could you rephrase that question? 16 Q. Yes, sir. As far as the standard practices are 17 concerned for a lifeguard, do they differ based upon 18 the physical environment that the lifeguard is working 19 in? For example, a pool versus a beach. 20 A. Yeah. That's an excellent question. All of the 21 training should be site-specific, site-specific 22 training. So we have very specific drills and skills, 23 drills and skills needed for pool lifeguards, versus 24 waterpark lifeguards, versus open water lifeguards, 25 and then again, surf lifeguards. Each of them have to Page 19 1 train and master the skills in the environments in 2 which they are employed. 3 Q. And did an organization formed in the 1960's that 4 has been diverted since that time to the professional 5 standards of care with regard to ocean lifeguarding? 6 ATTORNEY THOMPSON: 7 Objection. 8 THE WITNESS: 9 Yeah. In the 1960's, I think you're 10 referring to the United States Lifesaving Association, 11 which is a non-profit lifeguard training agency which 12 focuses on surf lifeguarding and open water 13 lifeguarding. 14 BY ATTORNEY MCLEOD: 15 Q. And sir, is a lifeguard recognized within the 16 industry as the equivalent of a police officer or a 17 fireman, i.e. an emergency responder? 18 ATTORNEY THOMPSON: 19 Objection. 20 ATTORNEY CHAMBERS: 21 Objection. 22 THE WITNESS: 23 We in the industry believe they're 24 similar to a firefighter and a police officer. But 25 more than those two groups, we really focus on	Page 20 1 prevention of the public, preventing accidents more 2 than fire and police. They focus on responding and we 3 focus on preventing, and if we must, respond. 4 BY ATTORNEY MCLEOD: 5 Q. And sir, over the years, did the development of 6 the standards with regard to ocean lifeguarding 7 improve the nation's drowning statistics? 8 A. They went down dramatically and there's a variety 9 of studies compiling all of the drownings that took 10 place at USLA beaches. And since they developed their 11 training and since they began certifying beaches 12 around the country, the drowning rate dropped 13 significantly. 14 Q. And sir, is it generally recognized that the 15 chance of a drowning incident at a properly 16 lifeguarded beach is drastically lower than the chance 17 of a drowning at a non-lifeguarded beach? 18 A. Absolutely. And --- and the CDC, the USLA and 19 others have statistics and have written an extensive 20 research study to get that point across. 21 Q. Yes, sir. And the CDC, did they conduct a study 22 back in 2001 on that very issue? 23 A. Yes, sir. 24 Q. And could you tell the ladies and gentlemen of 25 the jury just generally what that study looked at or Page 21 1 what it concluded? 2 A. Well, it looked at beaches throughout the country 3 and looked at statistics. It looked at many different 4 research studies dealing with drowning and dealing 5 with lifeguarding. And it focused on some --- some 6 different areas. One is that all the data that they 7 reviewed indicated overwhelmingly that the chances of 8 drowning at a guarded beach are significantly less 9 than at an unguarded beach. But also the economic 10 loss to the community, to the public when you do have 11 a drowning was about three times greater than the cost 12 of putting lifeguards on that beach. And they also 13 found out that all of the agencies agreed throughout 14 that a lifeguard needs to be focused on the water. 15 That's their primary responsibility of patron 16 surveillance and they cannot be doing any secondary 17 duties at all while they are stationed at the 18 waterside. 19 Q. Okay. 20 So did the CDC make a recommendation in that 21 study and report that lifeguards only be assigned the 22 task of watching people in the water? 23 A. Yes. 24 ATTORNEY THOMPSON: 25 Objection.

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Page 22 1 THE WITNESS: 2 Yes. The CDC along with all of the 3 other agencies involved in that study, and there were 4 23 different agencies in the United States, the 5 recurring theme is the primary responsibility of a 6 lifeguard is to watch the people in the water. Any 7 other duty that detracts from their eyes being placed 8 on the water should not be allowed. And --- and we 9 often refer to the writ factor developed by Frank Pia 10 in the '70s which says you can't detect a drowning 11 victim, you can't recognize the drowning victim if 12 there are intrusions and distractions of secondary 13 duties into your primary responsibility of patron 14 surveillance, the writ factor. 15 BY ATTORNEY MCLEOD: 16 Q. Yes, sir. And just for the jury's edification, 17 the CDC is our nation's public health agency, is it 18 not? 19 A. Yes. A public health agency primarily focusing 20 on accident prevention. 21 Q. Accident prevention or death. 22 Is that right? 23 A. Correct. 24 Q. And since the CDC published that study, has it 25 been generally recognized within the industry that	Page 23 1 lifeguards are not to be assigned any other task other 2 than watching swimmers while on-duty? 3 ATTORNEY THOMPSON: 4 Objection. 5 THE WITNESS: 6 That's true. And it's also stated, I 7 believe in every health department that regulates 8 swimming activities in this country that not only do 9 they need to be certified and qualified, but they 10 can't perform secondary duties while stationed 11 providing patron surveillance as their primary duty. 12 BY ATTORNEY MCLEOD: 13 Q. Yes, sir. And is it generally understood that 14 you can have a properly qualified and trained 15 lifeguard, but you still put swimmers at risk if that 16 lifeguard is assigned tasks other than lifeguarding. 17 Is that correct? 18 ATTORNEY THOMPSON: 19 Objection. 20 THE WITNESS: 21 Absolutely. Absolutely. 22 BY ATTORNEY MCLEOD: 23 Q. So in order for beachgoers to be safe, is it 24 important to first have a properly trained and 25 certified lifeguard. Is that step one?	Page 24 1 A. Step one, correct. 2 Q. And step two is to ensure that that lifeguard 3 performs his or her lifesaving role and his or her 4 lifesaving role only? 5 A. Correct. 6 ATTORNEY THOMPSON: 7 Objection. 8 BY ATTORNEY MCLEOD: 9 Q. Okay. 10 Now, with regard to the ocean as an environment, 11 sometimes I have to ask the obvious, but does the 12 ocean have different characteristics than say a water 13 park or a pool? 14 A. Sure. Most swimming pools are still water with 15 no currents at all. But the advantage of a swimming 16 pool the water is crystal clear and it doesn't have 17 currents. Likewise, in a water park, you have crystal 18 clear water if it's properly maintained. You may have 19 currents, but still that current is going to take you 20 where you want to be instead of taking you where you - 21 -- you don't want to be. 22 Q. Yes, sir. 23 A. Oceans have --- is all dependent upon the 24 weather. So the wave and wind action is significant. 25 The bottom characteristics of the ocean floor changes	Page 25 1 daily, so the --- the height of the wave, the strength 2 of the wave, the currents that appear and disappear 3 like longshore currents and rip currents are --- are 4 just always there. The environment is just more 5 dynamic, and more complex, and more challenging than 6 swimming pools and water parks. 7 Q. Yes, sir. Is another thing that makes a swimming 8 pool environment different from a beach environment is 9 the ability of the lifeguard to communicate with 10 swimmers about life safety hazards? 11 ATTORNEY THOMPSON: 12 Objection. 13 THE WITNESS: 14 Yes. Typically with --- with swimming 15 pools and water parks, you have closed environments, 16 one way in, one way out. It's much easier to educate 17 and warn the guests as they enter the facility and 18 because swimming pools and water parks are 19 significantly smaller than oceans and typically are 20 not affected by wind. Communications through whistles 21 and speaking to the customers is significant easier 22 and more effective in those closed environments. 23 BY ATTORNEY MCLEOD: 24 Q. Yes, sir. And for a --- a lifeguard service 25 performing lifeguarding tasks on a beach, is part of

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Page 26 1 what is required to allow the standard of care is to 2 identify lifesaving hazards that may exist? 3 ATTORNEY THOMPSON: 4 Objection. 5 THE WITNESS: 6 Absolutely. Every good lifeguarding 7 agency or lifeguarding services requires their 8 lifeguards to identify the hazards that exist at the 9 beach on any given day at any given hour and educate 10 and warn the public about those hazards that do exist 11 because most beach-goers don't detect those hazards 12 --- hazards and risks. 13 BY ATTORNEY MCLEOD: 14 Q. Yes, sir. And once the life safety hazard is 15 identified, is it part of the standard of care for the 16 lifeguard to communicate i.e. a warning either orally 17 or with some type of signage what that hazard is? 18 ATTORNEY THOMPSON: 19 Objection. 20 THE WITNESS: 21 Absolutely. First they need to identify 22 the hazard. If they can't reduce that hazard, then 23 they must warn and educate about that hazard. So it's 24 identify, reduce if you can't eliminate, and then 25 educate and warn if it's present when you have	Page 27 1 beachgoers there. 2 BY ATTORNEY MCLEOD: 3 Q. Okay. 4 Is a lifeguard's ability to communicate a 5 particular life safety hazard impacted by whether or 6 not that lifeguard speaks English? 7 ATTORNEY THOMPSON: 8 Objection. 9 THE WITNESS: 10 I would think so. Command of the 11 English language is important --- is very important in 12 order to get clear, concise messages across to the 13 public. 14 BY ATTORNEY MCLEOD: 15 Q. And throughout your career, have you had occasion 16 to consult with agencies who hire foreigners to 17 perform lifeguard services? 18 A. Yes. This past Monday, two days ago, I presented 19 aquatic risk management seminar to about 150 20 internationals who were supervisors in the Washington, 21 D.C. area. So I presented two half-day sessions to 22 about 150 internationals for High Sierra Pools. 23 Q. And can you share with ladies and gentlemen of 24 the jury whether or not your work in that capacity led 25 you to understand their particular hurdles, if you	Page 28 1 will, that have to be accomplished when you have 2 foreigners working in an emergency responder position? 3 ATTORNEY THOMPSON: 4 Objection. 5 THE WITNESS: 6 Responses must be immediate and 7 prevention as well. Preventative action must be in 8 close proximity to the hazard. So the quicker you can 9 get the point across, the quicker you're going to 10 eliminate, reduce the hazard, and then warn about the 11 hazard. So English fluency is extremely important. 12 BY ATTORNEY MCLEOD: 13 Q. And how about performing the important task of an 14 ocean rescue? Have you had circumstances where there 15 have been issues with foreigners not being able to 16 swim? 17 ATTORNEY THOMPSON: 18 Objection. 19 THE WITNESS: 20 The foreigners that come to our country, 21 whether through High Sierra Pools in Washington, D.C. 22 or any other agency is to screen and train those --- 23 those lifeguards before they're employed. And what 24 happens, one of the complaints by the agencies here in 25 the States is their partners in other countries don't	Page 29 1 train them sufficiently. So when they come to the 2 United States, they have to screen them knowledge-wise 3 and skill-wise, physical skill-wise. And then if 4 they're not up to par, they have to train them before 5 they go on the job. And the complaint Monday, as it 6 is every time I speak to them once a year in June in 7 Alexandria, Virginia is we're training, training, 8 training because many of the guards who come here are 9 not up to our standards. 10 BY ATTORNEY MCLEOD: 11 Q. Yes, sir. And when you talk about an ocean going 12 lifeguard, it's not enough that he or she can swim. 13 They have to be able to swim well in that ocean 14 environment. 15 Is that true? 16 ATTORNEY THOMPSON: 17 Objection. 18 THE WITNESS: 19 Absolutely. Again, the mantra has been 20 with all the training agencies you need to be trained. 21 You need to be competent and qualified in the water 22 environment for which you are employed. And swimming 23 pool skills and swimming pool swims don't relate to 24 ocean swimming and ocean rescue. I --- I might add 25 that a lot of people who swim regularly in swimming

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Page 30 1 pools are not comfortable swimming in the ocean. 2 BY ATTORNEY MCLEOD: 3 Q. Yes, sir. And is swimming in the ocean 4 environment, is that one of the reasons why it is 5 required that lifeguards who guard beaches have 40 6 hours of open water training prior to taking to the 7 lifeguard stand? 8 ATTORNEY THOMPSON: 9 Objection. 10 ATTORNEY CHAMBERS: 11 Objection. 12 THE WITNESS: 13 Yes, sir. That's vitally important is 14 the on-site training in the surf. Yes, sir. 15 BY ATTORNEY MCLEOD: 16 Q. Okay. 17 And to your knowledge, is --- does --- does 18 Russia border any ocean? 19 A. Not that I know of. And --- and I've been 20 watching borders of Russia a lot lately on the TV. 21 Q. Yes, sir. And to your knowledge, does Poland 22 border any oceans? 23 A. I don't believe so. 24 Q. When it comes to providing lifeguarding services, 25 have you had occasion to publish before that you	Page 31 1 either do it right or don't do it at all? 2 A. I've put that in --- in some of my books, I know. 3 I can't recall which ones, but yeah. If you don't do 4 it right, it leads the public to a false sense of 5 security. A lifeguard looks very authoritative and 6 very professional, but if they don't have the skills, 7 you're --- you're misleading the public. 8 Q. And is one way they're misleading the public is 9 that if the beach is lifeguarded and there are people 10 swimming in the ocean, that leads a beachgoer to 11 believe that swimming conditions are safe. 12 Is that correct? 13 ATTORNEY THOMPSON: 14 Objection. 15 ATTORNEY CHAMBERS: 16 Objection. 17 ATTORNEY THOMPSON: 18 Objection. 19 THE WITNESS: 20 That's true, and it's supported by 21 research. Research says that people going to the 22 beach when they see other people in the water, they 23 assume that it's safe. That's been written about many 24 times. 25 BY ATTORNEY MCLEOD:	Page 32 1 Q. And that research, sir, was that also in part 2 related to the findings that drownings at lifeguarded 3 beaches are significantly lower than drownings at non- 4 lifeguarded beaches? 5 A. Yes, sir. 6 Q. Now, generally speaking, is it important for an 7 employer to do some type of pre-employment screening 8 of a potential lifeguard? 9 A. Absolutely. The standard of care in the industry 10 dictates that lifeguard candidates be screened first 11 for their knowledge of lifeguarding, life-saving, 12 rescue, and resuscitation, and then their skills, 13 their swimming skills to be able to perform either in 14 a pool, in the water park, or in the ocean depending 15 upon where they're hired. 16 Q. Okay. 17 Let me ask you with regard to this case 18 specifically, if there's any evidence that either 19 Defendant, the City of Myrtle Beach or Lack's Beach 20 Service, performed any type of pre-employment 21 screening of the lifeguards working on August 24th, 22 2018? 23 A. No, I didn't see any written evidence of 24 that ---. 25 ---	Page 33 1 (WHEREUPON, THERE WAS AN INTERRUPTION IN THE 2 PROCEEDINGS.) 3 --- 4 THE WITNESS: 5 Sorry. Let me turn off my phone. I had 6 it on vibrate, but let me turn it off. I apologize. 7 Okay. Sorry. 8 BY ATTORNEY MCLEOD: 9 Q. Did you find, sir, evidence in the record that 10 these life --- these lifeguards were hired sight 11 unseen? 12 A. Yes, sir. 13 Q. And could you share with the ladies and gentlemen 14 of the jury what you mean by that? 15 A. Well, many of the trainings, the training 16 records, which were not well documented at all, a lot 17 of blanks, but a lot of the dates, there were dates 18 for their skill testing at a pool in the city which 19 was months prior to when the lifeguards arrived in 20 this country. And the lifeguards at --- at the stands 21 L-20, L-21, L-22, at least two of them were either in 22 Russia or in Poland when the skill sheet said they 23 were being tested here in the United States. So they 24 just --- just didn't match up in a variety of areas. 25 Those are not the only two areas.

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Page 34 1 Q. Yes, sir. And with regard to Aleksandr Dineev, 2 did your review of the file indicate that he was 3 offered his job on January 26th, 2018? 4 A. As I remember it, that is correct. 5 Q. And was January 2018 several months before Mr. 6 Dineev arrived in America? 7 A. According to the records I reviewed, yes. 8 Q. All right. 9 And did your records --- did your review of the 10 records indicate that Mr. Kacper, that's K-A-C-P-E-R, 11 Palacz, P-A-L-A-C-Z, was offered his job March 8th, 12 2018? 13 A. As I recall, yes. 14 Q. And did your review of the files indicate that 15 March 2018 was well before Mr. Kacper arrived here in 16 the States? 17 A. Yes. According to his first date of entry 18 record, yes. 19 Q. Okay. 20 And sir, did your review of the file indicate 21 that Lukasz, L-U-K-A-S-Z, Jaworski, J-A-W-O-R-S-K-I, 22 that his job offer was also well before he arrived in 23 America? 24 ATTORNEY THOMPSON: 25 Objection.	Page 36 1 Q. And more particularly, his visa issued by the 2 United States indicated camp counselor. 3 Is that right? 4 ATTORNEY THOMPSON: 5 Objection. 6 THE WITNESS: 7 That's what I reviewed, yes. 8 BY ATTORNEY MCLEOD: 9 Q. Okay. 10 Did your review of the file also indicate that 11 Mr. Kacper Palacz also was listed as a camp counselor 12 on his visa documentation with the United States? 13 ATTORNEY THOMPSON: 14 Objection. 15 THE WITNESS: 16 Yes, I did note that. 17 BY ATTORNEY MCLEOD: 18 Q. And I hate to ask you the obvious, but sir, is 19 there a difference in the roles and responsibilities 20 of a camp counselor versus an emergency responder 21 providing lifeguard services on a public beach? 22 ATTORNEY THOMPSON: 23 Objection. 24 ATTORNEY CHAMBERS: 25 Objection.
Page 35 1 THE WITNESS: 2 Yes. According to the record, it 3 appeared that the date of his job offer was well 4 before when he arrived here in the United States. 5 BY ATTORNEY MCLEOD: 6 Q. Okay. 7 And is it your understanding, sir, that these 8 three lifeguards went through the State Department to 9 get a visa issued to perform work here in America? 10 A. Yes. 11 ATTORNEY THOMPSON: 12 Objection. 13 THE WITNESS: 14 Yes. Yes, through a J1 visa program. 15 BY ATTORNEY MCLEOD: 16 Q. Okay. 17 Did your review of the file indicate that Mr. 18 Jaworski's visa indicated that he thought he was 19 coming here to be a camp counselor? 20 ATTORNEY THOMPSON: 21 Objection. 22 THE WITNESS: 23 That's what it was --- that's what it 24 said in his record, in his personnel file, yes. 25 BY ATTORNEY MCLEOD:	Page 37 1 THE WITNESS: 2 Significant differences, particularly 3 when it comes to water --- the water. 4 BY ATTORNEY MCLEOD: 5 Q. Now, with regard to these three individuals, did 6 your review of the file also cause you concern 7 regarding the lack of training they received once they 8 arrived in America? 9 ATTORNEY THOMPSON: 10 Objection. 11 THE WITNESS: 12 There was very little evidence, if any, 13 of actual training that went on. In fact, it appeared 14 by the records --- the very sparse records that I 15 reviewed, sparse in terms of information, that as far 16 as one of the surf schools are concerned, at least two 17 of those individuals missed the first three or four 18 sessions. I didn't see any water testing of 19 significance. The swim was done in a swimming pool, 20 which is irrelevant. In the agreement, it says in a 21 measured course. You'd need to swim 500 yards in 10 22 minutes in a measured course. Measured course means 23 open water, not a swimming pool. I didn't see any 24 running times, retrieving a weighted brick or carrying 25 a weighted brick like other beaches. So there was

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1 very little evidence of actual in-service training, 2 pre-job training, or regular training on the beach by 3 Lack's. 4 Q. Yes, sir. And did your review of the file also 5 indicate that the training records that Lack's 6 produced to us in this case are suspect, if you will? 7 ATTORNEY THOMPSON: 8 Objection. 9 ATTORNEY CHAMBERS: 10 Objection. 11 THE WITNESS: 12 They are extremely suspect. I don't 13 recall a single trainer. They had three lines for 14 trainers that were in charge of collecting data on 15 those training records and --- and not one was listed. 16 I saw initials. Dates didn't match up. There was 17 very little valuable information provided on those 18 records. 19 BY ATTORNEY MCLEOD: 20 Q. I want to show you just one example, sir. Give 21 us two minutes, please. 22 A. Is it a good time to jump up and use the 23 restroom? Oh, he's off. 24 VIDEOGRAPHER: 25 Do you just want to go off the record?	1 Q. Yes, sir. And then the next one says L-20 was to 2 be guarded by whom, sir? 3 A. It's either --- I'm sorry, but it's either Alex 4 or --- I have it here somewhere, but ---. 5 Q. That's okay. 6 A. Alex was from Russia and the other person was 7 from --- Lukasz was from Poland. So either Alex or 8 Lukasz were the two border guards on either side of L- 9 21. 10 ATTORNEY MCLEOD: 11 Yes, sir. So let's look --- I want to 12 show you an exhibit that's Bates stamp number 0014 --- 13 --- 14 (Whereupon, Plaintiff's Exhibit 2, 15 Kacper Palacz Employee File, was marked 16 for identification.) 17 --- 18 BY ATTORNEY MCLEOD: 19 Q. --- and that's a training record for Mr. Kacper 20 Palacz's file, the lifeguard who was supposed to be 21 guarding the section of the beach where Mr. Wolde 22 drowned. And I'll pull that up on the screen. 23 A. Okay. 24 Is that 003? 25 Q. It's the second exhibit, which is an employment
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1 THE WITNESS: 2 If it's okay by me. I'm just going to 3 jump off--- 4 VIDEOGRAPHER: 5 Okay. 6 THE WITNESS: 7 --- because I can't even hear him. 8 VIDEOGRAPHER: 9 Hey, Mullins? 10 ATTORNEY MCLEOD: 11 Yes, sir. 12 VIDEOGRAPHER: 13 Going off the record at 11:19 a.m. 14 OFF VIDEO 15 --- 16 (WHEREUPON, A PAUSE IN THE RECORD WAS HELD.) 17 --- 18 ON VIDEO 19 VIDEOGRAPHER: 20 Going back on the record at 11:27 a.m. 21 BY ATTORNEY MCLEOD: 22 Q. Dr. Griffiths, which lifeguard was assigned the 23 lifeguard stand where Mr. Wolde drowned? 24 A. I believe the closest one was L-21, and that 25 would be Kacper.	1 file of Kacper Palacz. 2 A. Got it. 3 Q. And if you will turn, sir, to 0014 within that 4 exhibit, which is the lifeguard training record. 5 A. Yes. 6 Q. Do you see that? 7 A. I'm getting there. Got it. 8 Q. And can you display that to the ladies and 9 gentlemen of the jury, please, sir? 10 A. Can I? 11 Q. Can someone? 12 A. I don't have my daughter here to help me. I 13 can't do that. 14 VIDEOGRAPHER: 15 Counsel, I'll be doing this in post- 16 production. So it'll show up. 17 ATTORNEY MCLEOD: 18 Okay. I understand. I'm sorry. 19 VIDEOGRAPHER: 20 Yup. 21 BY ATTORNEY MCLEOD: 22 Q. All right. 23 So Dr. Griffiths, the document that I've asked 24 you to look at is --- can you identify that document, 25 please, sir?

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Page 42 1 A. It says it's a lifeguard training record for 2 Kacper and it says that he's a rookie so far. 3 Q. All right. 4 And is this training record from the lifeguard's 5 file who was supposed to be guarding the beach where 6 Mr. Wolde drowned? 7 A. Yes. It was his zone that we've approximated 8 where Mr. Wolde entered the water. 9 Q. And according to Lack's Beach Services, when did 10 they train or verify Mr. Palacz's swimming time? 11 A. I'm scrolling down. So it says that he swam a 12 9:27 for 500 yards of 5/16/16. 13 Q. And Dr. Griffiths, is May 16th, 2016 two years 14 before Mr. Palacz entered the U.S. to your knowledge? 15 A. Yes, sir. 16 Q. All right. 17 Now, I want to show you another exhibit, please, 18 sir, which will be Exhibit 3. 19 --- 20 (Whereupon, Plaintiff's Exhibit 3, 21 Certification Tracker, was marked for 22 identification.) 23 --- 24 THE WITNESS: 25 Got it.	Page 44 1 document supplied to us, he was still in Europe. 2 Q. Do you know of any reason, sir, why the United 3 States State Department would put the wrong date of 4 entry into the country on these official government 5 documents? 6 A. I don't think they would put the wrong date on 7 it. No, sir. 8 Q. Yes, sir. And lastly, sir, on this Exhibit 3, 9 does it indicate when Lack's purports to have verified 10 or tested Lukasz Jarworski, --- 11 A. Yes. 12 Q. --- and would the state have been ---? 13 A. The date of testing at the same pool, Pepper 14 Geddings, they've recorded as June 27th, 2018. 15 Q. Okay. 16 And was June 27th, 2018 approximately one month 17 after this particular lifeguard started working for 18 Lack's? 19 A. Yes, sir. And I just --- yes. It's more than a 20 month --- more than a month. 21 Q. Okay. 22 And ---. 23 A. I just --- I have to apologize. In navigating 24 that screen, I just lost everything, so I need to go 25 back.
Page 43 1 BY ATTORNEY MCLEOD: 2 Q. And that Bates stamp number is 000305. And let 3 me ask you, sir, is this a lifeguard performance and 4 certification tracker that was produced to us by 5 Lack's in this case? 6 A. That's correct. 7 Q. And does this document purport to indicate that 8 these lifeguards were tested by Lack's at Pepper 9 Geddings? 10 A. Yes. Pepper Geddings, I believe, is a city pool. 11 Q. Okay. 12 And does it indicate, sir, where Lack's --- the 13 date that Lack's purports to have done this training 14 or testing? 15 A. The test date according to the sheet is April 16 22nd, 2018. 17 Q. And as far as Mr. Dineev is concerned, was he in 18 another country to the best of your knowledge in April 19 2018? 20 A. I believe he was still in Poland at that time 21 according to his entry documentation. 22 Q. Yes, sir. And how about for Mr. Kacper Palacz? 23 Was he in the United States based upon your review of 24 the file on April 22nd, 2018? 25 A. Likewise, according --- according to the entry	Page 45 1 Q. Take your time. 2 A. I'm so sorry. I think I'm almost there. I 3 apologize to the group. It just --- I just lost it. 4 Okay. I'm back. I'm sorry. 5 Q. In these three lifeguards employment files, did 6 you look to see whether there was any type of job 7 interview performed by Lack's or the City of Myrtle 8 Beach prior to them being offered lifeguarding --- a 9 lifeguarding job? 10 A. I don't believe there was any before they started 11 the job. I saw a record, a phone interview with Alex, 12 but there were no response, no answers were filled on 13 on that phone interview sheet. 14 Q. And in particular with regard to Alexander 15 Dineev's phone interview, did he answer the question 16 about how comfortable he was in communication skills? 17 A. I don't believe he did. I can't recall him 18 answering any questions. 19 Q. Okay. 20 And with regard to Mr. Dineev's file, was the 21 only document in that file that contained long-hand 22 writing, was it in English or Russian? 23 A. It was all in Russian. And of course, I couldn't 24 understand it or read it. 25 Q. Okay.

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Page 46 1 Let me --- I'm going to --- we're going to mark 2 this as Exhibit 4. And this is Dineev's employment 3 file. 4 --- 5 (Whereupon, Plaintiff's Exhibit 4, 6 Aleksandr Dineev Employee File, was 7 marked for identification.) 8 --- 9 BY ATTORNEY MCLEOD: 10 Q. And if you would, sir, please turn to bates 11 number 0028. That's the phone interview form that's 12 in his employment file. 13 A. I'm on Exhibit 003. Is that where I'm supposed 14 to be? Oh, here it is. I'm sorry. Exhibit 004? 15 Q. Yes, sir. 16 A. And you said 14, page 14? 17 Q. No, sir. Page 28. 18 A. I was just testing you. I knew that. Got it. 19 I'm there. 20 Q. And first, let me ask you, sir, was there any 21 evidence in either Mr. Jaworski's file or Mr. Palacz's 22 file that a phone interview or any type of interview 23 was conducted at any time? 24 A. I didn't --- I didn't detect that. I didn't see 25 that. No, sir.	Page 48 1 jury. 2 A. Sure. The interviewer should ask tell me about 3 your past experience with lifeguarding. Have you ever 4 worked as a beach lifeguard? Why do you think you'll 5 make a good lifeguard? 6 Q. Was that question answered? 7 A. No, it's blank. 8 Q. How about question 1B that asks why you want to 9 come to Myrtle Beach? Was that question answered? 10 A. No, sir. 11 Q. How about question 2B, the question asking about 12 lifeguard certification, was it answered? 13 A. No, sir. 14 Q. All right. 15 Now, turn to the next page of that document. 16 You'll see question C. Do you see that, sir? 17 A. Yes. 18 Q. Could you read for the ladies and gentlemen of 19 the jury the question and whether or not there was any 20 response to the question? 21 A. 2C --- yes. 2C says how often do you swim? How 22 do you plan on practicing your 550 yards, your 500 23 meter swim? What is your time? Send signs account of 24 time. And here, it says in the same handwriting, 25 500M, meaning meters, /1029.
Page 47 1 Q. Okay. 2 Now, with regard to Mr. Dineev's file, do you see 3 the first question 1A? 4 A. I do. 5 Q. Okay. 6 Could you please read for the ladies and 7 gentlemen of the jury the question that was asked and 8 this kid's response? 9 A. Okay. 10 ATTORNEY THOMPSON: 11 Objection. 12 THE WITNESS: 13 Questions 1A, the interviewer is 14 supposed to ask the candidate tell me a little bit 15 about yourself outside of lifeguarding. Are you in 16 school? What's your major? What are you studying? 17 What are your --- are your hobbies? Do you like 18 volunteer work? Are you currently employed? 19 BY ATTORNEY MCLEOD: 20 Q. And what was his answer, sir? 21 A. It says 20YO. I think that means 20 years old. 22 Cool. 23 Q. All right. 24 The second question, if you would please sir, 25 read that question for the ladies and gentlemen of the	Page 49 1 Q. Okay. 2 And did his file also include an account of the 3 time somebody witnessing that, that particular 4 individual swam that distance in that time? 5 A. I don't believe so. 6 Q. Okay. 7 In fact, there was no verification. 8 Is that correct, sir? 9 A. Correct. 10 Q. And then lastly, question 2E, if you would please 11 read that question for the ladies and gentlemen of the 12 jury? 13 A. 2E? 14 Q. Yes, sir. It begins with this job. 15 A. Yes. Got it. I got it. Thank you. 16 This job requires constant written and verbal 17 communication with customers on the beach. Tell me 18 about your customer service experience. How strong do 19 you feel your communication skills are? Tell me about 20 a positive experience you've had with a customer's 21 negative experience and how you handled it. 22 Q. And did he provide any response? 23 A. No, sir. 24 Q. Was he hired anyway? 25 A. Yes, sir.

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Page 50 1 Q. All right. 2 The next page of that document --- well, I'll 3 move on to be quicker. 4 Now, did you form any opinion, sir, about whether 5 or not Lack's provided the requisite training for 6 these lifeguards once they got to America? 7 A. There's no evidence of the required training that 8 they agreed upon with the city. There's no records of 9 that. There's no evidence that the training was done 10 prior to their employment or during their employment. 11 Q. Okay. 12 And with regard to the 40 hour ocean swimming 13 requirement, is that a specific requirements that the 14 standard of care requires for any lifeguard performing 15 lifeguarding services on a beach? 16 A. Yes. That's a USLA requirement and USLA is the 17 standard throughout the country. 18 Q. Okay. 19 And that is just --- is that just one of the 20 requirements that these Defendants were required to 21 verify and train before putting these lifeguards in a 22 place of public trust? 23 A. Yes, sir. 24 ATTORNEY THOMPSON: 25 Objection.	Page 52 1 School 2018, was marked for 2 identification.) 3 --- 4 BY ATTORNEY MCLEOD: 5 Q. So is Exhibit 5 up on your screen, sir? 6 A. It is now, yes. 7 Q. All right. 8 And could you share with the ladies and gentlemen 9 of the jury what this document is? 10 A. It's a surf school 2018 for Lack's Beach Service 11 and it's the schedule for the season. 12 Q. And was this document to your knowledge produced 13 to us by Lack's Beach Service in this case? 14 A. Yes, it was. 15 Q. If you would please, sir, turn to the last page 16 of that document, which would be Bates stamp number 17 000311. 18 A. I have it. 19 Q. All right. 20 A. Yes, I'm there. 21 Q. And --- and --- and if you would, just refresh 22 your memory with the rookie school training. 23 A. Right. 24 Q. You see that? 25 A. Yes, sir. It says in the middle of these
Page 51 1 BY ATTORNEY MCLEOD: 2 Q. All right. 3 If you have a 40 hour open water training and you 4 have 8 hour days, how many days of training would 5 there be? 6 A. It wouldn't be 40 hours. It would be 7 significantly less than that. It would be a day short 8 of that. 9 Q. Okay. 10 So would it take 5 eight-hour days to complete a 11 40 hour ocean open water swimming --- 12 A. Yeah, math isn't my ---. 13 Q. --- training? 14 A. Math isn't my strength, but 8 hours times 5 days 15 should be 40 hours, yes. 16 Q. Yes, sir. And based upon the documents that the 17 Defendants produced to us, how long does rookie school 18 last? 19 A. The rookie school I believe was five days. 20 Again, it's in my file but I think it was five days. 21 Q. Let me refresh your memory. And we'll mark, this 22 will be Exhibit 5 which is the surf school of 2018 23 document. 24 --- 25 (Whereupon, Plaintiff's Exhibit 5, Surf	Page 53 1 paragraphs on the last page that rookie school 2 training, and I'm sorry, I was wrong, five days of 3 training for novices will be held at Forest Brook 4 Elementary School and at the Myrtle Beach State Park 5 Pier. So it's --- it's four days of training for 6 novices. 7 Q. Okay. 8 And so does, according to Lack's, the rookie 9 school training last four days? 10 A. Yes, sir. 11 Q. And would four days be enough if you devoted 12 those entire four days to the 40 hour open water 13 training, would it be enough time to accomplish that? 14 A. It appears that it would fall well short of that. 15 Q. And those four days were not all spent in the 16 ocean. 17 Is that correct? 18 A. No. Much of it was lecturing indoors, I believe. 19 Q. And does it indicate, sir, that they were at 20 Forest Brook Elementary School classroom? 21 A. Yes, sir. 22 Q. All right. 23 And is there any evidence based upon your review 24 of the file that the Defendants did anything to verify 25 whether or not whatever was taught at this elementary

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Page 54 1 school was retained by the lifeguards? 2 A. No, sir. 3 Q. And is that a violation of the standard of care? 4 ATTORNEY THOMPSON: 5 Objection. 6 ATTORNEY CHAMBERS: 7 Objection. 8 THE WITNESS: 9 Yes, sir. Yes, sir. 10 BY ATTORNEY MCLEOD: 11 Q. Based upon your having been a professor at three 12 major universities, do you think it would be difficult 13 to teach a subject to a classroom where the students 14 do not speak your language? 15 ATTORNEY THOMPSON: 16 Objection. 17 THE WITNESS: 18 Yes, sir. I think it would be 19 difficult, yes. 20 BY ATTORNEY MCLEOD: 21 Q. Okay. 22 Now, did your review of the file also --- did Mr. 23 Lack, George Lack, the owner of Lack's Beach Service, 24 did he testify whether or not they were compliant with 25 the 40 hour open water training requirement?	Page 55 1 A. He testified in his deposition he admitted that 2 they did not meet that 40 hour standard. 3 Q. And based upon when, your review of the file, 4 when these kids got here and when they started, would 5 there have even been time to properly train them 6 pursuant to the standard of care? 7 ATTORNEY THOMPSON: 8 Objection. 9 THE WITNESS: 10 Based upon the records that I reviewed, 11 it appeared that they would start at the beginning of 12 the summer, was shortly after getting here, within 13 days. It doesn't appear that there was sufficient 14 time. And there was no record, no evidence stating 15 that this is the training that they completed before 16 they took their position on the beach. 17 BY ATTORNEY MCLEOD: 18 Q. And is surf school --- I mean, in addition to 19 surf school, did the Defendants also produce us 20 documents about the ongoing training during the 21 summer? 22 A. In-service training, it's called. I have no 23 evidence that any of these lifeguards participated in 24 in-service training, and that's a very important 25 requirement that we have for all aquatic facilities.	Page 56 1 Q. Okay. All right. 2 Now, do you have an opinion whether or not 3 placing a lifeguard in a position of public trust, it 4 is required that the lifeguard be able to perform his 5 or her tasks? 6 ATTORNEY THOMPSON: 7 Objection. 8 THE WITNESS: 9 The lifeguard agency must ensure that 10 they're both certified, and qualified, and competent 11 to do what they're supposed to do and as USLA 12 dictates. 13 ATTORNEY MCLEOD: 14 All right. Let me, the next exhibit I 15 want to show you please, sir, will be Exhibit 6. And 16 this is the contract between the City and Lack's Beach 17 Service. 18 --- 19 (Whereupon, Plaintiff's Exhibit 6, 20 Contract Between City and Lack's Beach 21 Service, was marked for identification.) 22 --- 23 ATTORNEY THOMPSON: 24 Mr. McLeod? 25 ATTORNEY MCLEOD:	Page 57 1 Yes, sir. 2 ATTORNEY THOMPSON: 3 I'm going to object as far as the 4 franchise agreement. Can we go off the record really 5 quick? 6 ATTORNEY MCLEOD: 7 Yeah. 8 VIDEOGRAPHER: 9 Going off the record at 11:49 a.m. 10 OFF VIDEO 11 --- 12 (WHEREUPON, A PAUSE IN THE RECORD WAS HELD.) 13 --- 14 ON VIDEO 15 VIDEOGRAPHER: 16 Going back on the record at 11:51 a.m. 17 BY ATTORNEY MCLEOD: 18 Q. And Dr. Griffiths, let me ask you with regard to 19 lifeguarding services in the City of Myrtle Beach, did 20 the City and Lack's Beach Service enter into an 21 agreement? 22 A. Yes, they did. 23 Q. And could you show the ladies and gentlemen of 24 the jury generally what that agreement was? 25 A. They had an agreement extending from 2018 to 2025

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Page 58 1 that covered a variety of requirements that both 2 Lack's and the City would be responsible for. For 3 instance, how many lifeguard onlys, as they describe, 4 would be on-duty, how often, and how they would 5 provide lunch. It was a joint shared responsibility 6 of how they were going to provide services to the 7 visitors at Myrtle Beach, including lifeguard 8 protection, as well as their equipment rentals and 9 their beach maintenance and clean-up. 10 Q. Okay. 11 And we'll get to some other parts of that first. 12 But let me first ask you, do you see the third 13 paragraph on page one? 14 A. It talks about the goals? 15 Q. Yes, sir. 16 A. Got it. 17 Q. And would you please read that for the ladies and 18 gentlemen of the jury? 19 A. Sure. It says whereas these goals can be 20 optimally achieved through the cooperation of the city 21 of Myrtle Beach and the concessionaries of beach 22 equipment. 23 Q. And the goals referenced in that paragraph, do 24 they refer to the prior paragraph that references 25 water safety program?	Page 59 1 A. No, sir. It does not. 2 Q. Can you hear me? 3 A. Yes. 4 Q. Read --- I should have asked you read the second 5 paragraph to the ladies and gentlemen of the jury 6 first. 7 A. Okay. 8 Whereas the successful implementation of a water 9 safety program is imperative along the city's 12 miles 10 of oceanfront. 11 Q. And now please read the third paragraph. 12 A. Whereas these goals can be optimally achieved 13 through the cooperation of the City of Myrtle Beach 14 and the concessionaires of beach equipment. 15 Q. Let me ask you, sir, in your career, have you 16 ever seen where a municipality hired a concessionaire 17 of beach equipment to perform life safety services? 18 ATTORNEY THOMPSON: 19 Objection. 20 THE WITNESS: 21 I have never seen that in my career. 22 No, sir. 23 BY ATTORNEY MCLEOD: 24 Q. But nonetheless, that's what happened here 25 according to this document.	Page 60 1 Is that right? 2 ATTORNEY THOMPSON: 3 Objection. 4 ATTORNEY CHAMBERS: 5 Objection. 6 THE WITNESS: 7 That's what the document says. Yes, 8 sir. 9 BY ATTORNEY MCLEOD: 10 Q. Okay. 11 Now, if you would, please turn to the third page 12 of that document. It's actually ---. 13 A. I'm on 0003. 14 Q. Yes, sir. And at the top of the document, does 15 it indicate what this agreement requires for all 16 lifeguards? 17 A. Yes. 18 Q. All right. 19 And if you would, please read number one for the 20 ladies and gentlemen of the jury. 21 A. Yes. It says all lifeguards shall one, possess 22 adequate vision, hearing acuity, physical ability, and 23 stamina to perform the duties of open water lifeguard. 24 Q. And Dr. Griffiths, is that requirement standard 25 across the industry with regard to lifeguards?	Page 61 1 A. Ocean lifeguards, yes. 2 Q. Yes, sir. And is there any indication in this 3 case that either the City or Lack's Beach Service did 4 anything to verify these particular lifeguards' 5 vision, hearing acuity, physical ability, or their 6 vision? 7 A. I have seen no evidence of testing for the 8 physical ability of --- of the lifeguards hired. 9 Q. And sir, is it common among employers to require 10 a doctor's note to satisfy that requirement? 11 ATTORNEY THOMPSON: 12 Objection. 13 THE WITNESS: 14 Typically there's a doctor's form, a 15 medical examination form that is filled out by the 16 lifeguard candidates. 17 BY ATTORNEY MCLEOD: 18 Q. Okay. 19 And that was not done here, was it, sir? 20 ATTORNEY THOMPSON: 21 Objection. 22 THE WITNESS: 23 I see no evidence of that. 24 BY ATTORNEY MCLEOD: 25 Q. Okay.

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Page 62 1 Now, in fact, did some of the health 2 questionnaires lead you to believe that these 3 Defendants have little to no information with regard 4 to that requirement before they put them in a position 5 of public trust? 6 ATTORNEY THOMPSON: 7 Objection. 8 ATTORNEY CHAMBERS: 9 Objection. 10 THE WITNESS: 11 I didn't see any evidence that they had 12 any of that information at all in this case. 13 BY ATTORNEY MCLEOD: 14 Q. And is that a violation of standard of care? 15 A. Yes, sir. 16 ATTORNEY THOMPSON: 17 Objection. 18 ATTORNEY CHAMBERS: 19 Objection. 20 BY ATTORNEY MCLEOD: 21 Q. All right. 22 If you would, please read the second item under 23 the paragraph all lifeguards shall. 24 A. All lifeguards shall two, must possess a valid 25 lifeguard card. Page 63 1 Q. And Dr. Griffiths, is there any evidence in this 2 case that the lifeguards at issue had a lifeguard card 3 related to ocean-going lifeguard services? 4 ATTORNEY THOMPSON: 5 Objection. 6 ATTORNEY CHAMBERS: 7 Objection. 8 THE WITNESS: 9 There were no lifeguard cards, copies of 10 lifeguard cards in any lifeguard file that I reviewed. 11 And further, there were no lifeguard certification 12 cards that mentioned open water lifeguarding. 13 BY ATTORNEY MCLEOD: 14 Q. Yes, sir. And is it well-known in the industry 15 that an American Red Cross lifeguard certification is 16 not applicable to ocean water lifeguarding services? 17 ATTORNEY THOMPSON: 18 Objection. 19 ATTORNEY CHAMBERS: 20 Objection. 21 THE WITNESS: 22 Yes. And the American Red Cross itself 23 confirms that fact. 24 BY ATTORNEY MCLEOD: 25 Q. Is that fact widely published and widely known to	Page 64 1 your knowledge? 2 ATTORNEY THOMPSON: 3 Objection. 4 THE WITNESS: 5 Yes. In the surf --- in the surf 6 guarding community, yes. 7 BY ATTORNEY MCLEOD: 8 Q. All right. 9 And so a lifeguard who has an American Red Cross 10 lifeguard card, would he or she be qualified or 11 certified for open water lifeguarding services? 12 A. No. The employer, it's incumbent upon them to 13 qualify them and certify them at their particular 14 beach. The --- the Red Cross lifeguarding certificate 15 is a learner's permit if you will to become qualified 16 at the beach. And that is universally known 17 throughout our field. 18 Q. Yes, sir. And number six, if you would please 19 read that requirement for ladies and gentlemen of the 20 jury. 21 A. Yes. Number six says successfully complete a 22 course consisting of a total of not less than 40 hours 23 in open water lifesaving which meet the criteria of 24 the United States Lifesaving Lifeguard Association. 25 Q. And so does the agreement between the City and Page 65 1 Lack's indicate that this open water requirement is 2 required of all lifeguards before they are placed in a 3 position of public trust? 4 ATTORNEY THOMPSON: 5 Objection. 6 THE WITNESS: 7 Yes. And this agreement that runs from 8 2018 to 2025, I believe. 9 BY ATTORNEY MCLEOD: 10 Q. Okay. 11 And is there any evidence that they, in fact, 12 complied with that requirement? 13 A. There's no evidence that they complied with it. 14 Plus in Mr. Lack's deposition, he admitted that they 15 didn't comply with that. 16 Q. And is that --- is that a violation of the 17 standard of care? 18 ATTORNEY THOMPSON: 19 Objection. 20 THE WITNESS: 21 Yes, it's a significant violation of the 22 standard of care. 23 BY ATTORNEY MCLEOD: 24 Q. Okay. 25 Now, does the agreement between the City and

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Page 66	Page 68
1 Lack's indicate whether there will be joint 2 responsibility for the number of lifeguards on the 3 beach? 4 A. Yes, it does. 5 Q. Does the agreement between the City and Lack's 6 also indicate whether they will be jointly responsible 7 for staffing lunch breaks at the beach? 8 A. Yes. It says that they will go to lunch at a 9 certain period of time. I believe between 10:30 or 10 11:30 and 2:00. And that only every third stand will 11 go to lunch, alternated every third stand, which means 12 a third of their lifeguards would be off --- the way I 13 understand it, a third of their lifeguards would be 14 off to lunch during that lunch hour time period. 15 Q. And so do you have an opinions whether or not by 16 design pursuant to this document they violated the 17 standard of care in how they operated this for-profit 18 lifeguarding service? 19 ATTORNEY THOMPSON: 20 Objection. 21 ATTORNEY CHAMBERS: 22 Objection. 23 THE WITNESS: 24 Yeah. According to the agreement, they 25 put the lifeguards in a position of failure. And you	1 that section of the beach be closed? 2 ATTORNEY THOMPSON: 3 Objection. 4 ATTORNEY CHAMBERS: 5 Same. 6 THE WITNESS: 7 Absolutely. In a surf environment, 8 particularly one that is particularly hazardous, you 9 need to either guard that stretch of water, that 10 stand, or you close it down, which is very easy to do. 11 BY ATTORNEY MCLEOD: 12 Q. Yes, sir. And is it standard in the industry 13 that lifeguards are prohibited from leaving their 14 lifeguard stand unless or until another lifeguard is 15 there to relieve them? 16 ATTORNEY THOMPSON: 17 Objection. 18 ATTORNEY CHAMBERS: 19 Objection. 20 THE WITNESS: 21 Right. A lifeguard is never supposed to 22 abandon their post without someone else filling in for 23 them, taking their stand, or closing the water. 24 Otherwise, it's a dereliction of duty. The lifeguard 25 is AWOL.
Page 67	Page 69
1 mentioned the lunchbreaks. By design, approximately 2 every third chair was vacated with no contingency 3 plan, with no alternative to guard that water. And so 4 by not outlining that that beach should be closed or 5 another arrangement where another lifeguard would fill 6 in, like North Myrtle Beach does, they could have 7 complied with the standard of care. But a significant 8 number of guards vacated their stands with no other 9 safety strategy in place to cover their water, if you 10 will. 11 ATTORNEY THOMPSON: 12 Objection to form. 13 BY ATTORNEY MCLEOD: 14 Q. And does that place beachgoers at risk? 15 ATTORNEY THOMPSON: 16 Objection. 17 ATTORNEY CHAMBERS: 18 Same. 19 THE WITNESS: 20 Absolutely, because your coveryou're 21 your coverage by design in this agreement is removed 22 during perhaps the busiest time of the day. 23 BY ATTORNEY MCLEOD: 24 Q. Yes, sir. And does the standard of care require 25 that a lifeguard station be occupied at all times or	1 BY ATTORNEY MCLEOD: 2 Q. Yes, sir. 3 ATTORNEY THOMPSON: 4 Objection. 5 BY ATTORNEY MCLEOD: 6 Q. Did you have to look far with regard to an 7 example of the standard of care on that particular 8 requirement? 9 A. No. Right up the beach --- 10 ATTORNEY THOMPSON: 11 Objection 12 THE WITNESS: 13 --- North Myrtle Beach, which went to 14 USLA lifeguards in 2007 approximately at the same 15 Lack's lost their certification from USLA, they have a 16 contingency plan which very clearly states that they 17 have a rotating lifeguard to take the place of the 18 lifeguard who is outgoing to lunch. And so they're 19 not allowed to leave their stand for lunch until that 20 rotating lifeguard, that relief lifeguard sits in 21 their stand to take their place. 22 ATTORNEY THOMPSON: 23 Objection. Move to strike. 24 BY ATTORNEY MCLEOD: 25 Q. And so for the City of North Myrtle Beach, does

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Page 70	Page 72
1 the lunch lifeguard relieve each lifeguard on 15 2 minute intervals until each of the lifeguards have had 3 a lunch break? 4 ATTORNEY THOMPSON: 5 Objection. 6 ATTORNEY CHAMBERS: 7 Objection. 8 THE WITNESS: 9 That's what they've written in their 10 lifeguard manual, yes. 11 BY ATTORNEY MCLEOD: 12 Q. And according to North Myrtle Beach's policies 13 and procedures, after the lunch lifeguard relieves 14 each lifeguard in 15 minute intervals, then the lunch 15 lifeguard can then go to lunch. 16 Is that correct? 17 A. That's the ---. 18 ATTORNEY THOMPSON: 19 Objection. 20 ATTORNEY CHAMBERS: 21 Objection. 22 THE WITNESS: 23 That's the way I understand it. That's 24 the way I read it. 25 BY ATTORNEY MCLEOD:	1 Q. And does that requirement comply with the 2 standard of care? 3 A. Yes, sir. 4 ATTORNEY THOMPSON: 5 Objection. 6 ATTORNEY CHAMBERS: 7 Objection. 8 BY ATTORNEY MCLEOD: 9 Q. Is --- did Myrtle Beach or Lack's Beach Service 10 have a similar prohibition that lifeguards are not 11 allowed to leave unless or until relieved by another 12 lifeguard? 13 ATTORNEY THOMPSON: 14 Objection. 15 ATTORNEY CHAMBERS: 16 Same. 17 THE WITNESS: 18 Not that I've seen. No, sir. 19 BY ATTORNEY MCLEOD: 20 Q. And did these Defendants have a requirement, 21 these lifeguards that they must maintain consistent 22 surveillance at all times? 23 ATTORNEY THOMPSON: 24 Objection. 25 ATTORNEY CHAMBERS:
Page 71	Page 73
1 Q. Yes, sir. Now, for the City of North Myrtle 2 Beach, do they have a specific requirement that 3 lifeguards are prohibited from leaving a lifeguard 4 stand unless they are relieved prior to doing so? 5 ATTORNEY THOMPSON: 6 Objection. 7 ATTORNEY CHAMBERS: 8 Objection. 9 THE WITNESS: 10 Yes. It says not only can't they leave 11 without being relieved, but they cannot turn their 12 back on the water as is written in their manual. 13 BY ATTORNEY MCLEOD: 14 Q. Okay. 15 And does the City of North Myrtle Beach also have 16 a requirement that their lifeguards must maintain 17 surveillance over assigned coverage areas at all time? 18 ATTORNEY THOMPSON: 19 Objection. 20 ATTORNEY CHAMBERS: 21 Objection. 22 THE WITNESS: 23 Yes. That's what is written in their 24 manual. 25 BY ATTORNEY MCLEOD:	1 Same. 2 THE WITNESS: 3 Not that I can recall reading. 4 BY ATTORNEY MCLEOD: 5 Q. Okay. 6 In fact, these Defendants operated the 7 lifeguarding services in a very different way, did 8 they not? 9 ATTORNEY THOMPSON: 10 Objection. 11 ATTORNEY CHAMBERS: 12 Objection. 13 THE WITNESS: 14 Yes, significantly different from what 15 most beaches do. Yes, sir. 16 BY ATTORNEY MCLEOD: 17 Q. Was one difference that from 8:00 a.m. until 9:00 18 a.m., these lifeguards are responsible for setting up 19 the merchandise for that day? 20 A. Yes. The beach opens at 9:00, but guards are 21 required to set up their rental merchandise between 22 8:00 and 9:00. 23 Q. Okay. 24 And then were these lifeguards required to begin 25 breaking down for the day at 4:00 p.m.?

19 (Pages 70 - 73)

Page 74 1 A. Yes. They broke down from 4:00 to 5:00, even 2 though the beach was open to public with guarding, 3 with lifeguards there until 5:00. 4 Q. Okay. 5 And so is requiring a lifeguard to break down for 6 the day while the beach is still open, is that a 7 dangerous way to carry out your lifeguard 8 responsibilities? 9 ATTORNEY THOMPSON: 10 Objection. 11 ATTORNEY CHAMBERS: 12 Objection. 13 THE WITNESS: 14 It's extremely dangerous and it violates 15 the standard of care. No reasonably prudent lifeguard 16 service would do that. 17 BY ATTORNEY MCLEOD: 18 Q. And for the lunchbreaks for these Defendant's 19 lifeguards, do you recall whether the lunchbreak was a 20 roughly two and a half hour window? 21 A. Yes. 22 Q. And so for that two and a half hour window, based 23 upon your review of the file, would a third of the 24 lifeguarding force be AWOL? 25 ATTORNEY THOMPSON:	Page 75 1 Objection. 2 BY ATTORNEY MCLEOD: 3 Q. I'll ask you a better question. Based upon your 4 review of the file, would a third of the lifeguards be 5 at lunch during the two and a half hour lunch window 6 on a given day? 7 A. As written in the agreement, both the City and 8 Lack's had the shared responsibility of relieving 9 lifeguards for lunch every third chair. Every third 10 chair would go to lunch. So that means to me that 11 one-third of the lifeguards on-duty could, in fact, 12 leave for lunch. 13 Q. And is that, sir, a deviation from the standard 14 of care? 15 A. Without any contingencies or alternatives, either 16 closing the beach or having someone else guard the 17 beach in their absence, yes, sir. 18 Q. All right. 19 And does that place swimmers at risk? 20 ATTORNEY THOMPSON: 21 Objection. 22 ATTORNEY CHAMBERS: 23 Same. 24 THE WITNESS: 25 Of course. It puts them at grave risk.	Page 76 1 BY ATTORNEY MCLEOD: 2 Q. And Dr. Griffiths, in addition did the --- the 3 agreement between the city and Lack's Beach Service, 4 did it require or contemplate the lifeguards would 5 sell merchandise during lifeguard hours? 6 A. They were expected to sell or rent merchandise to 7 the patrons who came to the beach, yes sir. 8 Q. And does it violate the standard of care for an 9 employer or a municipality to by design require 10 lifeguards to perform a task other than lifeguarding? 11 A. Yes. 12 ATTORNEY THOMPSON: 13 Objection. 14 ATTORNEY CHAMBERS: 15 Same. 16 THE WITNESS: 17 That violates all of the agency's 18 requirements as far as not interfering with the 19 primary responsibility of the lifeguard of watching 20 the water. 21 BY ATTORNEY MCLEOD: 22 Q. And does that --- does that a requirement that 23 the lifeguards sell merchandise, does that put 24 swimmers at risk? 25 ATTORNEY THOMPSON:	Page 77 1 Objection. 2 ATTORNEY CHAMBERS: 3 Objection. 4 THE WITNESS: 5 Yes sir, definitely. 6 ATTORNEY MCLEOD: 7 And has that risk been well documented 8 in the literature over the years? 9 ATTORNEY THOMPSON: 10 Objection. 11 ATTORNEY CHAMBERS: 12 Objection. 13 THE WITNESS: 14 Yes sir. 15 BY ATTORNEY MCLEOD: 16 Q. Okay. 17 And in addition to selling merchandise, did the 18 agreement also require that the lifeguards keep 12 19 miles of beach clean? 20 A. Yes, as I understand it from the water line to 21 the first line of dunes. Yes sir. 22 Q. Okay. 23 Would that requirement of these Defendants, of 24 these lifeguards, also violate the standard of care? 25 ATTORNEY THOMPSON:

20 (Pages 74 - 77)

Page 78 1 Objection. 2 ATTORNEY CHAMBERS: 3 Same. 4 THE WITNESS: 5 If they were doing it between 8:00 and 6 5:00, yes definitely. 7 BY ATTORNEY MCLEOD: 8 Q. Okay. 9 Let me turn you to Exhibit 6, and that's the 10 franchise agreement. 11 A. I have it. 12 Q. Okay. 13 And let me ask you to, bear with me for a moment. 14 To page six I believe, sir. 15 A. I'm there. 16 Q. Could you read for the ladies and gentlemen of 17 the jury section five, beach cleanliness, the first 18 sentence which begins on page six and will end on page 19 seven? 20 ATTORNEY THOMPSON: 21 Objection. 22 ATTORNEY CHAMBERS: 23 Same. 24 BY ATTORNEY MCLEOD: 25 Q. Dr. Griffiths, if you could read for the jury,	Page 79 1 please, sir. 2 A. Yeah, I'm sorry. I'm at six, and I don't see 3 beach maintenance on my ---. 4 Q. Page six, section five, beach cleanliness. 5 A. Okay. 6 I'm sorry, I was reading the Bates stamps kind of 7 information. I --- I have it now, on page six of 8 their contract. 9 Q. Yes sir. 10 A. Each franchise will be responsible for the 11 cleanliness of its franchise zone or zones as 12 assigned. The area of their responsibility ends from 13 --- extends from the water line to the primary dune 14 line, provided however while on duty this obligation 15 only extends from the waterline to the umbrella line. 16 Should I go on? 17 Q. No sir. Well I'll ask you does --- now that you 18 got a chance to review that language, does it indicate 19 that the lifeguards be responsible for beach 20 cleanliness while on duty? 21 A. Yes. 22 Q. And does it violate the standard of care for 23 these Defendants to require that of lifeguards who are 24 placed in the position of public trust on a public 25 beach?	Page 80 1 ATTORNEY THOMPSON: 2 Objection. 3 ATTORNEY CHAMBERS: 4 Objection. 5 THE WITNESS: 6 Yes sir, absolutely. 7 BY ATTORNEY MCLEOD: 8 Q. 8Now did the City of North Myrtle Beach have a 9 requirement that its lifeguards communicate the 10 presence of hazardous conditions to beach patrons? 11 ATTORNEY THOMPSON: 12 Objection. 13 ATTORNEY CHAMBERS: 14 Objection. 15 THE WITNESS: 16 Yes. They wrote that that was a major 17 responsibility of the lifeguard is first of all, 18 identify any hazards that exist in your zones. And 19 secondly to inform and warn the public of those 20 hazards and risks. 21 BY ATTORNEY MCLEOD: 22 Q. And is that task for a lifeguard required 23 regardless of the physical environment, whether it be 24 a pool, an ocean, or what have you? 25 ATTORNEY THOMPSON:	Page 81 1 Objection. 2 THE WITNESS: 3 Yes, that's a preventative action taken 4 by lifeguards and we list preventative actions, 5 actions taken to protect the public, yes. 6 BY ATTORNEY MCLEOD: 7 Q. Based upon your professional background, would it 8 be difficult for a lifeguard to communicate the 9 presence of a particular life safety hazard if that 10 lifeguard did not speak the same language as the 11 beachgoer? 12 ATTORNEY THOMPSON: 13 Objection. 14 THE WITNESS: 15 I would think it would be significantly 16 more difficult, yes. 17 BY ATTORNEY MCLEOD: 18 Q. Did these Defendants to your knowledge require in 19 writing that each lifeguard communicate the presence 20 of life safety or hazardous conditions on the beach? 21 ATTORNEY THOMPSON: 22 Objection. 23 ATTORNEY CHAMBERS: 24 Objection. 25 THE WITNESS:

21 (Pages 78 - 81)

Page 82 1 I did not see any evidence of that. 2 BY ATTORNEY MCLEOD: 3 Q. Now turning to the day that Mr. Wolde lost his 4 life, let me ask you whether your review of the 5 evidence in this case indicated that Mr. Wolde or Ms. 6 Abel did anything wrong on that day? 7 ATTORNEY THOMPSON: 8 Objection. 9 ATTORNEY CHAMBERS: 10 Objection. 11 THE WITNESS: 12 No, in reviewing the entire file and 13 based upon their experience at Ocean City, Maryland, I 14 don't believe they did anything wrong. 15 BY ATTORNEY MCLEOD: 16 Q. Did your review indicate that they went for a 17 walk on the beach the night of August 23rd when they 18 got to Myrtle Beach? 19 A. Yes sir. 20 Q. Okay 21 Would the presence of lifeguard stands indicate 22 to them that this is a lifeguarded beach? 23 ATTORNEY THOMPSON: 24 Objection. 25 ATTORNEY CHAMBERS:	Page 83 1 Objection. 2 THE WITNESS: 3 Yes sir, it should have. Yes sir. 4 BY ATTORNEY MCLEOD: 5 Q. Okay. 6 Do you recall reviewing Ms. Abel's deposition 7 where they talked about the other beach they 8 frequented was Ocean City and it was a lifeguarded 9 beach? 10 A. Yes sir. 11 Q. Okay. 12 Did the beach company, did Lack's learn earlier 13 that morning of a specific hazardous condition that 14 day? 15 A. Yes. According to the evidence provided, the 16 records provided, and the testimony provided in this 17 case, the National Weather Service alerted Lack's at 18 10:00 a.m. of strong winds, strong longshore currents 19 as well as rip currents. 20 Q. Okay. 21 And is a rip current a localized specific life 22 safety hazard for swimmers? 23 A. Yes, a strong localized current. 24 Q. Okay. 25 And is there any evidence that the Defendants did	Page 84 1 anything on that day to warn or notify beachgoers that 2 there was a life safety hazard known as a rip current 3 present that day? 4 A. I have not reviewed any such warnings in the 5 materials that I have in my file. 6 Q. Is there any evidence that they provided Mr. 7 Wolde any warnings whatsoever regarding rip currents 8 on that day? 9 A. I have not seen any evidence, again in all the 10 documentation that has been provided to me. 11 Q. So based upon your review of the file, did they 12 fail to properly warn Mr. Wolde of this specific life 13 safety hazard? 14 ATTORNEY THOMPSON: 15 Objection. 16 ATTORNEY CHAMBERS: 17 Same. 18 THE WITNESS: 19 Yes, they did fail to do that based upon 20 the documentation that was provided to me. 21 BY ATTORNEY MCLEOD: 22 Q. And is that failure a violation of the standard 23 of care? 24 ATTORNEY THOMPSON: 25 Objection.	Page 85 1 ATTORNEY CHAMBERS: 2 Same. 3 THE WITNESS: 4 Yes, especially for surf conditions. 5 Absolutely. 6 BY ATTORNEY MCLEOD: 7 Q. Could you share with the ladies and gentlemen of 8 the jury what should've been done once the lifeguard 9 company knew that rip currents were in the area that 10 day? 11 A. Well first and foremost, knowing the conditions, 12 they should have closed the beach if for any reason 13 that they thought that some sections of Myrtle Beach 14 that 12 miles were safe and some were dangerous then 15 they should have closed the dangerous sections which 16 can be done. Rip currents do move but not by the 17 minute, mostly by the day. 18 I might add with a strong longshore current, the 19 best lifeguarding position would be at the water's 20 edge where you can literally walk along with the 21 current and advised patrons either to get out of the 22 water or show them where the current is and move them 23 away from either the longshore or the rip current. 24 So closing the beach, number one. Number two, 25 closing sections of the beach, and number three

22 (Pages 82 - 85)

Page 86 1 patrolling the edges of the beach, the waterline. And 2 then finally effective warnings about strong currents 3 through signage, through education, through flag 4 system, many different ways. 5 So layers of protection, layers of protection by 6 closing the beach, better assignment and positioning 7 of lifeguards, and educating the public with flags and 8 signs. 9 Q. And does the standard of care require those 10 preventative measures in order to prevent exactly what 11 happened to Mr. Wolde? 12 ATTORNEY THOMPSON: 13 Objection. 14 ATTORNEY CHAMBERS: 15 Same. 16 THE WITNESS: 17 Yes, they're often mentioned throughout 18 the literature and throughout the training. 19 BY ATTORNEY MCLEOD: 20 Q. Okay. 21 Is a rip current easily recognizable by a 22 beachgoer? 23 A. It's --- the normal recreational beachgoer cannot 24 detect a rip. It's very, very difficult. The only 25 people who can really recognize a rip who are people	Page 88 1 BY ATTORNEY MCLEOD: 2 Q. And this is a photograph. 3 A. No. A photograph of the flag and the warning? 4 Q. It'll be the next one. I'll get to the flag and 5 the warning tag. 6 A. Sorry. 7 Q. That's okay. Dr. Griffiths, do you have Exhibit 8 8 for demonstrative purposes in front of you? 9 A. Yes sir. 10 Q. All right. 11 And is this --- just describe what you see in 12 this picture, please sir. 13 A. Okay. 14 It's a color ---. 15 ATTORNEY THOMPSON: 16 Objection. 17 ATTORNEY CHAMBERS: 18 Same. 19 THE WITNESS: 20 A color photograph of apparently Myrtle 21 Beach at low tide. And you can see people --- most of 22 the people walking up by the high water mark, the high 23 tide mark. And another, people walking on the sand 24 where the water typically covers that area. And you 25 can see the blue, it's nicely illustrated with the
Page 87 1 who go there on a daily basis, lifeguards, surfers, 2 people who study the seascape. They may be able to 3 detect it, but not your average beachgoer. 4 Q. Do --- yes sir. Is the ocean floor one of the 5 most important factors in whether or not a rip current 6 will form in the first place? 7 ATTORNEY THOMPSON: 8 Objection. 9 THE WITNESS: 10 Sure. The water that washes up on the 11 beach retreats and goes back to seek its own level and 12 it will take the line of least resistance. So it will 13 follow and existing low point or valley or channel if 14 you will that has been created by prior rip currents. 15 So there's a dip or there's a channel cut out which 16 most rips will follow. Either that or they'll go 17 through two existing sandbars. 18 Q. Yes sir. And I'm going to show you, this will be 19 exhibit --- go down to four, this is the exhibit. 20 Exhibit 8. 21 --- 22 (Whereupon, Plaintiff's Exhibit 8, 23 Photo Low Tide, was marked for 24 identification.) 25 ---	Page 89 1 blue water. It's showing the rip current channels I 2 this case. The streams if you will that the water 3 will follow to seek its own level in the ocean. 4 BY ATTORNEY MCLEOD: 5 Q. And Dr. Griffiths, does this photograph help you 6 demonstrate how the ocean floor contributes and causes 7 rip currents? 8 ATTORNEY THOMPSON: 9 Objection. 10 ATTORNEY CHAMBERS: 11 Same. 12 THE WITNESS: 13 Yes. It very clearly demonstrates where 14 and predicts where the rip current would travel. But 15 of course, that is hidden when water covers those 16 channels. 17 BY ATTORNEY MCLEOD: 18 Q. And with regard to specific conditions like that, 19 is that one of the things that lifeguards who work 20 every day are responsible for identifying? 21 A. Yes, absolutely. And on the west coast, I spend 22 at least a month every year in Hermosa Beach. And the 23 lifeguards get out of their stands and point where the 24 rip is and physically move the swimmers away from the 25 rips. That --- that is done on an hourly basis.

23 (Pages 86 - 89)

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1 Q. Yes sir. And so, can some beaches as far as rip 2 currents go, be less at risk of rip currents just 3 based upon the physical layout of the ocean floor or 4 the sand? 5 ATTORNEY THOMPSON: 6 Objection. 7 THE WITNESS: 8 Well the bottom characteristics are one 9 criteria for producing rips, but of course the --- the 10 wind, the amount of water washing up on the beach, the 11 tides, placements of sandbars all contribute. But 12 certainly, the floor of the ocean, what is beneath the 13 surface certainly is one significant criteria for 14 developing a rip current. 15 BY ATTORNEY MCLEOD: 16 Q. Do the channels that appear in the beach on 17 Exhibit 8, do they act like gutters --- 18 ATTORNEY THOMPSON: 19 Objection. 20 BY ATTORNEY MCLEOD: 21 Q. --- carrying the water back out to the ocean? 22 A. Sure. You can use that term, a gutter. Or a 23 channel, or a cannal. Those are all descriptive words 24 that could be used appropriately. 25 Q. Okay.	1 ATTORNEY THOMPSON: 2 Objection. 3 ATTORNEY CHAMBERS: 4 Same. 5 THE WITNESS: 6 Yes, this was developing cooperation 7 with USLA and I think a lot of Hawaii beaches. It's 8 also depicted in my --- my first beach book that was 9 published for the National Recreation and Park 10 Association of 1999. This appears in the appendix of 11 my book. 12 ATTORNEY MCLEOD: 13 Okay. 14 And is the photograph --- is the warning 15 sign depicted in this photograph located close to the 16 water's edge? 17 ATTORNEY THOMPSON: 18 Objection. 19 THE WITNESS: 20 Yes sir. 21 BY ATTORNEY MCLEOD: 22 Q. Okay. 23 And could you tell the ladies and gentlemen of 24 the jury why placing a warning sign close to the 25 water's edge is important for a safety standpoint?
Page 91	Page 93
1 Is there any --- did the Defendants in this case 2 do anything to inform or notify beachgoers that the 3 physical characteristics of Myrtle Beach were more 4 prone to rip currents than perhaps other beaches? 5 ATTORNEY THOMPSON: 6 Objection. 7 ATTORNEY CHAMBERS: 8 Same. 9 THE WITNESS: 10 I didn't see any information like that 11 or similar to that in what was provided to me. 12 ATTORNEY MCLEOD: 13 Okay. 14 Now let me show you Exhibit Number 7. 15 --- 16 (Whereupon, Plaintiff's Exhibit 7, 17 Photo Rip Current Sign, was marked for 18 identification.) 19 --- 20 THE WITNESS: 21 I have it. 22 BY ATTORNEY MCLEOD: 23 Q. And ask you, does this photograph help you inform 24 the jury what an effective warning sign would look 25 like for rip currents?	1 A. Well you want to place the warning near the 2 hazard. If you place it a distance from the hazard, 3 the beachgoer may not associate the sign from where 4 they're entering in the water or where the hazard 5 exists. So it's most effective when you place a 6 warning in close proximity to the hazard. 7 Q. Did the Defendants place any type of warnings 8 that look anything like what's depicted or illustrated 9 in Exhibit 8 on August 24th, 2018? 10 ATTORNEY THOMPSON: 11 Objection. 12 ATTORNEY CHAMBERS: 13 Objection. 14 THE WITNESS: 15 Not to my knowledge, no sir. 16 BY ATTORNEY MCLEOD: 17 Q. And was that fairly your --- a deviation from the 18 standard of care? 19 ATTORNEY THOMPSON: 20 Objection. 21 THE WITNESS: 22 Yes sir, particularly in light of the 23 National Weather Service warning. 24 BY ATTORNEY MCLEOD: 25 Q. Yes sir. How --- how do lifeguards block off or

24 (Pages 90 - 93)

Page 94 1 identify rip currents to protect swimmers? 2 A. In a variety of ways, and these signs have also 3 been posted in my 1999 Better Beach book, but sandwich 4 boards have been used, stand up, collapsible sandwich 5 boards that say rip current. You can post many 6 beaches, New Jersey, the Outer Banks of North Carolina 7 will place two flags which are on either side of the 8 lifeguard which is the safe swimming area where 9 swimming is allowed. And once swimmers go outside 10 that area, they're not allowed to swim there. And 11 then they could easily put a flag or post a sign 12 saying rip currents here, swim near a lifeguard 13 between the flags. 14 And you could have a manager, a supervisor ride 15 the beach with an ATV or a truck or walk with a 16 torpedo buoy in hand pointing out the rip current that 17 exists there. So again, a layer of protection 18 approach using many different strategies to point out 19 rips which count for 85 percent of all drownings and 20 rescues at beaches in this country. 21 Q. Yes sir. Is it common in the industry, a phrase 22 known as swim between the flags? 23 A. Swim ---. 24 ATTORNEY THOMPSON: 25 Objection. Page 95 1 ATTORNEY CHAMBERS: 2 Objection. 3 THE WITNESS: 4 Swim between the flags is in combination 5 with swimming near a lifeguard is --- is done in many 6 if not most surf beaches. And --- and growing up as a 7 kid, I saw it in New Jersey, then when I had children 8 of my own I saw that in the Outer Banks of North 9 Carolina and again in New Jersey where if you swam 10 outside the flags, you were whistled in, you were 11 waved in. If you didn't listen to the whistle or the 12 wave, then they would come and get you and say swim 13 between the flags. That's a common practice that is a 14 good, again, layer of protection. 15 BY ATTORNEY MCLEOD: 16 Q. Okay. 17 Was there any evidence in this case that the 18 Defendants provided any type of flagging to identify 19 where the water was safe to swim? 20 A. Specifically no, not for the hazard that was 21 existing that day. 22 Q. Now with regard to rip currents, are lifeguards 23 from an elevated position more --- in a better 24 position to identify rip currents? 25 A. Any time you're in an elevated station, you get a	Page 96 1 better bird's eye of the --- the surface and a rip 2 current, not only will have different wave patterns, 3 they'll have choppy little wavelets going out to sea. 4 But the water's often discolored, so you'll see a 5 muddy line going out or you might see foam and suds 6 going out. You'll see a stream of water going out. 7 You can always do that better the higher up you go. 8 Q. Yes sir. And on August the 24th, did there come 9 a time when Mr. Wolde became a distressed swimmer? 10 ATTORNEY THOMPSON: 11 Objection. 12 ATTORNEY CHAMBERS: 13 Same. 14 THE WITNESS: 15 Yes. It was when he was swimming with 16 two of his children, and he was in waist deep water. 17 And he began --- he began to be pulled southward I 18 believe down the beach and then eventually outward 19 into water that was deeper. So he became distressed 20 shortly after entering the water with his two 21 children, Adam Wolde, the female. 22 BY ATTORNEY MCLEOD: 23 Q. Does the literature differentiate between silent 24 drownings and distressed swimmer drownings? 25 A. That's a good point. The progression, there is a Page 97 1 progression in drowning. If you're a non-swimmer, 2 most non-swimmers enter into a drowning scenario very, 3 very quickly which is quick, quiet, and subtle. They 4 can't cry out for help. There's very few visual signs 5 of drowning. Someone who can swim first becomes 6 distressed, and when they're distressed they can call 7 out for help and they can wave for help. But when 8 they're distressed, if they don't help themselves or 9 someone else doesn't rescue them quickly then they 10 rapidly move from a distressed victim to a drowning 11 victim. And then that becomes a quick, quiet, and 12 subtle form of drowning where they fall 13 unconsciousness and go into death. 14 But Mr. Wolde apparently was a distressed victim 15 that could have and should have been easily 16 recognizable by attentive lifeguards. 17 ATTORNEY THOMPSON: 18 Objection, move to strike. 19 BY ATTORNEY MCLEOD: 20 Q. Based upon your review of the file, did Mr. Wolde 21 yell for help? 22 A. Yes. According to the incident reports, 23 according to his son Adam, according to his daughter 24 Wubit. They --- they were all yelling for help as 25 they were being dragged down the beach and out into

25 (Pages 94 - 97)

Page 98 1 deeper water. They also waved for help. The incident 2 report also recorded statements from witnesses from 3 New York, Pennsylvania, and I believe Canada who all 4 agreed they were yelling and waving for help. 5 Q. And from the time that Mr. Wolde and his two 6 children began yelling and waving for help until the 7 time that he was brought from the water onto the 8 beach, did anybody from Lack's Beach Service provide 9 any rescue efforts whatsoever? 10 ATTORNEY THOMPSON: 11 Objection. 12 THE WITNESS: 13 None at all. I think one of the first 14 ones there was Mr. Flaherty who was with the fire 15 department, and he --- he simply moved --- helped to 16 move the victim higher up on the sand so they wouldn't 17 get knocked over by waves which they were at the time 18 when the bystanders were performing CPR. 19 BY ATTORNEY MCLEOD: 20 Q. And was it bystanders that noticed Mr. Wolde and 21 brought him to shore? 22 A. Yes. The bystanders interviewed said they saw 23 Mr. Wolde trying to hold up his children, in fact he 24 was low in the water but they could see him, they 25 could hear him. And so it was bystanders who went in Page 99 1 there. In fact, Adam said I can swim, I can get out, 2 get my father, told the bystanders who then rescued 3 his father --- recovered his father and pulled him up 4 to the beach. 5 ATTORNEY THOMPSON: 6 Objection, move to strike. 7 BY ATTORNEY MCLEOD: 8 Q. Does the fact that --- so based upon your review 9 of this file, did the lifeguards on duty that day fail 10 to recognize Mr. Wolde as a distressed swimmer? 11 ATTORNEY THOMPSON: 12 Objection. 13 THE WITNESS: 14 No. They --- they only recognized the 15 commotion on the beach after the fact. They did not 16 detect or recognize Mr. Wolde when he was in distress. 17 BY ATTORNEY MCLEOD: 18 Q. And is that a violation of the standard of care? 19 ATTORNEY THOMPSON: 20 Objection. 21 THE WITNESS: 22 Absolutely. 23 BY ATTORNEY MCLEOD: 24 Q. Because if a bystander can see Mr. Wolde in 25 distress, they certainly, the lifeguard placed in a	Page 100 1 position of public trust should be able to see him as 2 well. 3 Correct? 4 ATTORNEY THOMPSON: 5 Objection. 6 ATTORNEY CHAMBERS: 7 Objection, move to strike. 8 THE WITNESS: 9 Agreed. Agree particularly bystanders 10 on the beach typically have no water safety training 11 or education. 12 BY ATTORNEY MCLEOD: 13 Q. And the bystanders did not rescue Mr. Wolde from 14 the ocean and Mr. Wolde had drifted out to sea? 15 ATTORNEY THOMPSON: 16 Objection. 17 ATTORNEY CHAMBERS: 18 Objection. 19 THE WITNESS: 20 Both he and his children could have 21 drifted significantly further from the rip well over 22 their head. The distance from shore that they carried 23 depends upon the life of the rip. 24 BY ATTORNEY MCLEOD: 25 Q. Okay. Page 101 1 Was the Defendants' failure to provide any 2 lifeguard rescue attempt to Mr. Wolde a violation of 3 standard of care? 4 ATTORNEY THOMPSON: 5 Objection. 6 ATTORNEY CHAMBERS: 7 Same. 8 THE WITNESS: 9 In this case, it was particularly 10 because they knew, they were forewarned of the 11 hazardous conditions and they didn't take any 12 precautions and didn't kick it up a notch as a result 13 of allowing patrons to enter the water during those 14 hazardous conditions. 15 BY ATTORNEY MCLEOD: 16 Q. Yes sir. And with regard to the rip current, 17 life safety hazard should they have closed the beach 18 or that section of the beach? 19 ATTORNEY THOMPSON: 20 Objection. 21 THE WITNESS: 22 I believe so based upon the testimony of 23 those people who were there that day, for instance 24 Holly Robinson said, you know, starting at 10:30, it 25 was a very hazardous day. It was highly hazardous.

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Page 102 1 Strong longshore currents, strong rip currents. And 2 they knew those currents were coming and they knew 3 they were present. In fact, we had another drowning 4 that same day. 5 ATTORNEY THOMPSON: 6 Objection, move to strike. 7 BY ATTORNEY MCLEOD: 8 Q. And was their failure to close the beach or that 9 section of the beach a violation of the standard of 10 care? 11 ATTORNEY THOMPSON: 12 Objection. 13 ATTORNEY CHAMBERS: 14 Same. 15 THE WITNESS: 16 In this case, I think it was. Yes sir. 17 BY ATTORNEY MCLEOD: 18 Q. Okay. 19 Because they left the beach open, were they 20 required to do anything to inform the beachgoers or 21 inform them of the life safety hazard? 22 A. Beach lifeguards, all lifeguards but particularly 23 surf lifeguards, beach lifeguards have a duty, an 24 obligation to educate the --- and warn the public 25 before they go in the water and as they are in the	Page 104 1 A. No sir. 2 Q. Is it true, sir, that lifeguards in order to 3 comply with the standards of care are to perform 4 lifeguard services only? 5 A. Yes sir. 6 Q. For these Defendants, did they staff the beach 7 with what they call lifeguard onlys? 8 A. They did. They did staff lifeguard onlys. At 9 this particular time, they were not only short 10 lifeguards but they were short lifeguard onlys as 11 their contract dictated. 12 Q. Okay. 13 ATTORNEY THOMPSON: 14 Objection, move to strike. 15 ATTORNEY CHAMBERS: 16 Same. 17 BY ATTORNEY MCLEOD: 18 Q. How many lifeguard onlys did the beach service 19 company indicate they would provide on a given day? 20 A. I believe seven is what they were supposed to 21 provide, seven lifeguard onlys. 22 Q. So would seven lifeguards whose role was only 23 lifeguard services, would that be sufficient staffing 24 for 12 miles worth of beach? 25 ATTORNEY THOMPSON:
Page 103 1 water. That's --- that's the responsibility of a 2 lifeguard that's written. It's stated and it's 3 reiterated in the industry over and over and over 4 again. 5 Q. And did the Defendants fail to do that in this 6 instance? 7 ATTORNEY THOMPSON: 8 Objection. 9 ATTORNEY CHAMBERS: 10 Objection. 11 THE WITNESS: 12 Yes sir, they did. 13 BY ATTORNEY MCLEOD: 14 Q. Have you ever before this case heard of a term 15 lifeguard only? 16 A. No sir. I never --- never did, didn't have an 17 understanding of what it meant until I got into the 18 file. You know, it's that term is almost an oxymoron. 19 It really --- all lifeguards are supposed to be 20 lifeguards only. 21 Q. Have you ever heard of a phrase called teacher 22 only? 23 A. No sir. 24 Q. Have you ever heard of a phrase police officer 25 only?	Page 105 1 Objection. 2 ATTORNEY CHAMBERS: 3 Same. 4 THE WITNESS: 5 No sir, that's almost two miles of beach 6 a piece. And certainly, a mile would be far too much 7 for one lifeguard to handle. 8 ATTORNEY MCLEOD: 9 Yes sir. And I'm going to show you 10 Exhibit 9. 11 --- 12 (Whereupon, Plaintiff's Exhibit 9, 13 Lack's Beach Service Line up, was marked 14 for identification.) 15 --- 16 ATTORNEY THOMPSON: 17 Can we go off the record? 18 ATTORNEY MCLEOD: 19 Yes sir. 20 VIDEOGRAPHER: 21 Going off the record at 12:42 p.m. 22 OFF VIDEO 23 --- 24 (WHEREUPON, AN OFF RECORD DISCUSSION WAS HELD.) 25 ---

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Page 106 1 ON VIDEO 2 VIDEOGRAPHER: 3 Going back on the record at 12:50 p.m. 4 This is media two. 5 THE WITNESS: 6 I have the lineup, Exhibit Number 9. 7 ATTORNEY MCLEOD: 8 Okay. 9 Are we back on record? 10 VIDEOGRAPHER: 11 Yes. 12 THE WITNESS: 13 Yes. 14 BY ATTORNEY MCLEOD: 15 Q. Dr. Griffiths, you have before you Exhibit 9. 16 And could you show the ladies and gentlemen of the 17 jury what that document is? 18 A. Yes. It's a log sheet called Lack's Beach 19 Service Line Up for 2018. The date is Friday, August 20 24th, 2018, the day of the incident. 21 Q. Okay. 22 And based upon this document, how many lifeguards 23 did Lack's intend to cover the 31 lifeguard stands on 24 the day that Mr. Wolde drowned? 25 ATTORNEY THOMPSON:	Page 107 1 Objection. 2 ATTORNEY CHAMBERS: 3 Same. 4 THE WITNESS: 5 Total lifeguards or lifeguards only? 6 BY ATTORNEY MCLEOD: 7 Q. Well let's, I'll ask you a better question. On 8 the day that Mr. Wolde drowned, how many lifeguards 9 did Lack's Beach Service intend to be on duty whose 10 sole responsibility was to provide lifeguarding 11 services? 12 ATTORNEY THOMPSON: 13 Objection. 14 THE WITNESS: 15 Okay. 16 As best I can tell scrolling down now, 17 lifeguards who are solely responsible for the 18 surveillance of the people in the water there were 19 one, two, three --- either three or four. Let me 20 count again. One, two, three. Three. There were 21 only three according to that log sheet. Several were 22 Xed out, apparently they were not there. 23 BY ATTORNEY MCLEOD: 24 Q. Okay. 25 So let me --- I'll ask you if you look at the
Page 108 1 stand number. 2 A. Yes. 3 Q. That's the second column on Exhibit 9? 4 A. Yes. 5 Q. How many lifeguards onlys did Lack's intend to 6 provide lifeguarding services on the date that Mr. 7 Wolde drowned? 8 A. I'm sorry ---. 9 ATTORNEY THOMPSON: 10 Objection. 11 ATTORNEY CHAMBERS: 12 Objection. 13 THE WITNESS: 14 Seven, they --- according to the log 15 sheet, they intended to place seven lifeguard onlys on 16 the stands. And as it turned out when it was filled 17 out, four of them were missing so only three were 18 actually on duty at the time. 19 BY ATTORNEY MCLEOD: 20 Q. So doctor --- okay. So Dr. Griffiths, would it 21 be a violation of the standard of care for these 22 Defendants to provide only three people whose sole 23 responsibility was to provide lifeguarding services 24 for this 12 miles of beach? 25 ATTORNEY THOMPSON:	Page 109 1 Objection. 2 THE WITNESS: 3 Yes, and particularly under these 4 weather and water conditions. 5 BY ATTORNEY MCLEOD: 6 Q. And would that place beachgoers at risk? 7 ATTORNEY THOMPSON: 8 Objection. 9 ATTORNEY CHAMBERS: 10 Same. 11 THE WITNESS: 12 Yes, it --- it would and it did. 13 BY ATTORNEY MCLEOD: 14 Q. And where was the closest lifeguard whose sole 15 responsibility was to provide lifeguarding services 16 situated in relation to where Mr. Wolde drowned? 17 A. I think seven or eight blocks away I believe to 18 the best of my knowledge. 19 Q. Okay. 20 Looking at Exhibit 9, do you see the lifeguard 21 only at L-27? 22 A. Yes sir. 23 Q. All right. 24 And is that eight city blocks away from L-21 25 where Mr. Wolde drowned?

28 (Pages 106 - 109)

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1 ATTORNEY THOMPSON: 2 Objection. 3 THE WITNESS: 4 It appears to be, yes. 5 BY ATTORNEY MCLEOD: 6 Q. Okay. 7 Now if you go up from L-21, is the first 8 lifeguard only situated at L-14? 9 A. Yes sir, on 17th Street. 10 Q. And how many city blocks was that lifeguard away 11 from where Mr. Wolde drowned at L-21? 12 ATTORNEY THOMPSON: 13 Objection. 14 THE WITNESS: 15 Eight blocks away. 16 BY ATTORNEY MCLEOD: 17 Q. Did it violate the standard of care for Lack's to 18 understaff the beach in the manner that they did on 19 Friday, August 24th, 2018? 20 A. Yes sir. 21 ATTORNEY THOMPSON: 22 Objection. 23 ATTORNEY CHAMBERS: 24 Objection. 25 BY ATTORNEY MCLEOD:	1 seven lifeguard onllys on duty, they had less than half 2 of the required amount. And plus provided the dual 3 role is unacceptable. It's both unacceptable in our 4 industry and it's dangerous. Lifeguards cannot be 5 performing other duties that divert their attention 6 from the water. 7 And so, lack of training, lack of 8 testing, lack of supervising, and the people on the 9 stands were put in a position of failure. They were 10 not adequately trained or supervised or tested to be 11 providing ocean lifeguarding service, surf guarding 12 service and protection for the people. 13 BY ATTORNEY MCLEOD: 14 Q. Yes sir. And was there --- was there operating 15 this endeavor in a dangerous and unsafe manner a 16 contributing cause to Mr. Wolde's death? 17 ATTORNEY THOMPSON: 18 Objection. 19 ATTORNEY CHAMBERS: 20 Objection. 21 THE WITNESS: 22 Yes, I believe it was a direct cause to 23 his death. Yes sir. 24 BY ATTORNEY MCLEOD: 25 Q. Now, did your review of the file indicate whether
Page 111	Page 113
1 Q. You can answer again. They were just objecting. 2 A. Yes sir. 3 Q. Now do you have an opinion whether or not they 4 operated this beach service endeavor in a dangerous 5 and unsafe manner? 6 ATTORNEY THOMPSON: 7 Objection. 8 ATTORNEY CHAMBERS: 9 Same. 10 THE WITNESS: 11 Absolutely. 12 BY ATTORNEY MCLEOD: 13 Q. And could you tell the ladies and gentlemen of 14 the jury why? 15 ATTORNEY THOMPSON: 16 Objection. 17 ATTORNEY CHAMBERS: 18 Objection. 19 THE WITNESS: 20 Clearly by all the evidence provided in 21 this case, the lifeguards were not adequately tested, 22 not trained, not on duty at the time. If you look at 23 the beach service line up at any given time during 24 this incident. People were out on lunch without 25 alternative coverage. They were supposed to have	1 or not George Lack and Lack's Beach Service knew that 2 the manner in which they were operating this beach 3 service company was dangerous? 4 ATTORNEY THOMPSON: 5 Objection. 6 ATTORNEY CHAMBERS: 7 Same. 8 THE WITNESS: 9 I recall him admitting clearly in his 10 deposition that he did not fulfill the 40 hour 11 training requirements. In his deposition, he was very 12 clear about the dangers of the water and about the 13 bottom condition, saying that a tall man could be 14 swallowed up by a four foot hole. And he mentioned 15 how the longshore currents and the rip currents were 16 strong and how they change daily. 17 And he repeatedly stated in his 18 deposition that these people who came to Myrtle Beach 19 were unaware of the hazards and risks in the ocean. 20 They were not savvy when it came to how the ocean 21 works. How the weather and the water create these 22 conditions. 23 BY ATTORNEY MCLEOD: 24 Q. Yes sir. 25 A. And --- and everyone admitted they were short

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Page 114 1 staffed. 2 Q. I'll show you one more exhibit, please, sir. 3 Dr. Griffiths, I want to turn your attention to 4 Exhibit 10. 5 --- 6 (Whereupon, Plaintiff's Exhibit 10, 7 USLA Letter, was marked for 8 identification.) 9 --- 10 BY ATTORNEY MCLEOD: 11 Q. Do you have that before you, sir? 12 A. I --- oops. I do. It's up on my screen. 13 Q. Okay. 14 And what is this document, sir? 15 ATTORNEY THOMPSON: 16 Objection. 17 ATTORNEY CHAMBERS: 18 Same. 19 THE WITNESS: 20 It's a letter from Mr. Lack, George 21 Lack, to Chris Bruster way back on January 11th, 1996 22 I believe explaining how he was going to place 23 lifeguards only on the beach. 24 BY ATTORNEY MCLEOD: 25 Q. Okay.	Page 116 1 about the number of drownings and their lifeguards not 2 paying attention to the water? 3 ATTORNEY THOMPSON: 4 Objection. 5 ATTORNEY CHAMBERS: 6 Same. 7 THE WITNESS: 8 Yes. I --- I read memos and --- and 9 emails from 2016 about the number of drownings and 10 questioning the model that was in existence at the 11 time, the lifeguarding model. And then there was also 12 the video clip that Mr. Trit I believe supplied to the 13 city shortly before this accident showing a lifeguard 14 socializing with a beachgoer in a lounge chair. And 15 the clip that we saw was only six minutes long, but 16 during that time he never looked at the water. That 17 was brought to the city's attention, and I believe he 18 followed up with a post to YouTube. 19 BY ATTORNEY MCLEOD: 20 Q. And was that before or after Mr. Wolde lost his 21 life? 22 A. Before. 23 ATTORNEY THOMPSON: 24 Objection. 25 THE WITNESS:
Page 115 1 In the second paragraph of this exhibit, did Mr. 2 Lack assure the USLA that he would only place 3 lifeguards whose sole responsibility was to provide 4 lifeguard services? 5 ATTORNEY THOMPSON: 6 Objection. 7 THE WITNESS: 8 I believe he said he would do that in 9 designated areas of Myrtle Beach in Horry County. 10 This service is in addition to services we currently 11 provided by my company. 12 BY ATTORNEY MCLEOD: 13 Q. Did Mr. Lack comply to your knowledge, your 14 review of the file, with what he assured Mr. Bruster 15 he would do over half of beachgoers of Myrtle Beach? 16 ATTORNEY THOMPSON: 17 Objection. 18 THE WITNESS: 19 He did not place all his lifeguards in a 20 lifeguard only position with lifeguard only 21 requirements. 22 BY ATTORNEY MCLEOD: 23 Q. Okay. 24 Now based on your review of the file, were there 25 also complaints from the public to these Defendants	Page 117 1 I believe shortly before in the same 2 approximate location. 3 BY ATTORNEY MCLEOD: 4 Q. Okay. 5 Is there, did Lisa Fifth as to your knowledge do 6 anything to change the way they operated this 7 lifeguarding service after being put on notice that 8 what they were doing was dangerous and unsafe? 9 ATTORNEY THOMPSON: 10 Objection. 11 ATTORNEY CHAMBERS: 12 Objection. 13 THE WITNESS: 14 I have read the evidence of --- of 15 Lack's being put on notice. I've not seen any 16 evidence of a change in behavior or approach to 17 overcome that temptation. 18 BY ATTORNEY MCLEOD: 19 Q. And have each of the violations of the standard 20 of care that you shared with the jury today been 21 contributing causes to the death of Mr. Wolde? 22 ATTORNEY THOMPSON: 23 Objection. 24 ATTORNEY CHAMBERS: 25 Objection.

30 (Pages 114 - 117)

Page 118 1 THE WITNESS: 2 I believe so. 3 BY ATTORNEY MCLEOD: 4 Q. And do you hold that opinion to a reasonable 5 degree of professional certainty most probably? 6 A. Yes, I do. 7 ATTORNEY THOMPSON: 8 Objection. 9 ATTORNEY CHAMBERS: 10 Objection. 11 THE WITNESS: 12 Yes, I do. 13 BY ATTORNEY MCLEOD: 14 Q. Those are all the questions I have for now, Dr. 15 Griffiths. Thank you so much. 16 A. Thank you. 17 ATTORNEY THOMPSON: 18 Can we take a --- abreak? 19 ATTORNEY MCLEOD: 20 Yes. 21 ATTORNEY THOMPSON: 22 Thank you. 23 VIDEOGRAPHER: 24 Going off the record at 1:03 p.m. 25 ---	Page 120 1 I've done a significant amount of work. I think I've 2 done more work since the deposition than I did prior 3 to. 4 Q. Okay. 5 Do you have any idea how much time you've spent 6 since December of 2021? 7 A. It would be a rough guess unless I went back and 8 look at my invoicing for DJS. I just have no way of 9 knowing that, but I would say it would be a 10 considerable amount of time. It would be equal to and 11 more than whatever I put in for that deposition in 12 December. 13 Q. Right. And obviously, you've been hired by Mr. 14 McLeod's law firm to evaluate and provide testimony in 15 this case? 16 A. Yes sir. 17 Q. Okay. 18 Do you know when the lawsuit was first filed? 19 A. Not off the top of my head, no sir. 20 Q. Okay. 21 If I say it was in November of 2019, would you 22 agree to go along with me on that? 23 A. I think you would be accurate and truthful. 24 Q. Okay. 25 I appreciate that. Your first involvement in the
Page 119 1 (WHEREUPON, A PAUSE IN THE RECORD WAS HELD.) 2 --- 3 VIDEOGRAPHER: 4 Back on the record at 1:10 p.m. 5 --- 6 CROSS EXAMINATION 7 --- 8 BY ATTORNEY THOMPSON: 9 Q. Dr. Griffiths, can you hear me okay? 10 A. Yes sir. 11 Q. Great. My name again is Trey Thompson. I 12 represent Lack's Beach Service. We've got a fair 13 amount of ground to cover based on your testimony 14 today. So bear with me, please. 15 A. Yes sir. 16 Q. Dr. Griffiths, we got together and took your 17 deposition in Pennsylvania at Penn State University 18 back in December '21. 19 Correct? 20 A. Yes, I do recall that. 21 Q. All right. 22 What amount of work have you done on the case 23 since that date? 24 A. I don't have the hours in front of me. You know, 25 I send it to a firm that keeps track of my records but	Page 121 1 case as I understand it was sometime after that. 2 Correct? 3 A. Yes sir. 4 Q. And in fact, if my notes are correct, you would 5 have first been involved in this case in August of 6 2021, almost two years after the filing of the 7 lawsuit. 8 Correct? 9 A. That sounds about right. 10 Q. In other words, lawsuit was filed before they --- 11 before you were involved in this case? 12 A. That sounds like that would be true, yes. 13 Q. Okay. 14 So the lawsuit was filed. Two years later, you 15 were then hired to provide expert testimony in the 16 case. 17 Is that right? 18 A. It sounds right to me. I --- I don't have --- 19 have dates and times, but it sounds right. 20 Q. I mean you weren't involved in this case, you 21 didn't provide any kind of information or any kind of 22 opinions before the lawsuit was filed, did you? 23 A. Of course not. 24 Q. Okay. 25 And as I recall, you were first named as an

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Page 122 1 expert after about four and a half hours of review of 2 materials. 3 Is that right? 4 A. That is probably the case, yes sir. 5 Q. Okay. 6 In other words, you spent four and a half hours 7 reviewing materials and then you were named as an 8 expert in this case. 9 Is that right? 10 A. It sounds right to me, yes sir. 11 Q. Okay. 12 And how much are you paid? 13 A. I get paid an hourly rate. I believe it is --- I 14 get \$400 an hour, DJS gets \$100 an hour. 15 Q. Okay. 16 So a combined \$500 an hour or is that separate? 17 A. Well they bill at \$500 an hour, of which I get 18 \$400 an hour. 19 Q. I got you. Okay. 20 Now have you been to South Carolina? 21 A. No sir. 22 Q. All right. 23 So you have never been to the Myrtle Beach beach 24 where this incident occurred? 25 A. No sir, I have not.	Page 124 1 Q. Okay. 2 You've been all over the world though in 3 consulting. 4 Correct? 5 A. Correct. 6 Q. Okay. 7 In not coming to the State of South Carolina, you 8 don't have any information about what signage is 9 posted by the City of Myrtle Beach or by Lack's Beach 10 Service on the beach, do you? 11 A. I have not been provided any of that information 12 from Lack's or the City about what was there that day. 13 I have no evidence that any signage or warnings 14 existed that day. 15 Q. All right. 16 Well I didn't hire you, so I didn't have any 17 obligation to send you anything, did I? 18 A. Oh, well legally, maybe not. 19 Q. Okay. 20 Mr. McLeod's law firm, he hired you and he could 21 you send you whatever he wanted to send you. 22 Correct? 23 A. Correct. 24 Q. Okay. 25 And as you sit here today, had you been provided
Page 123 1 Q. Okay. 2 As I understand it, you've never been to any 3 beach in the state of South Carolina? 4 A. I don't believe I have been in South Carolina, no 5 sir. 6 Q. All right. 7 And your testimony today, you're physically 8 located at Pennsylvania University in Pennsylvania. 9 Correct? 10 A. Correct. 11 Q. Okay. 12 Now correct me if I'm wrong, if I recall you 13 spend an amount of your work, amount of your career 14 consulting. 15 Is that right? 16 A. Yes sir. 17 Q. And --- and flying to all parts of the world to 18 provide information, to provide training, to provide 19 consulting services. 20 Correct? 21 A. That's accurate. 22 Q. Okay. 23 But you didn't come here to South Carolina to see 24 this beach where this incident occurred, did you? 25 A. I did not.	Page 125 1 any information about any signage on the beach, Myrtle 2 Beach, that existed in 2018? 3 A. There's nothing in my file that --- that shows an 4 existence of warnings on the beach. 5 Q. So --- and if I'm correct then your testimony 6 today at least in part was based on the fact that you 7 have no information about any signage? In other 8 words, there's no warning to the beachgoers in your 9 knowledge or experience based on what you have seen? 10 A. I would agree with that. 11 Q. Okay. 12 And if there in fact is signage, in fact warnings 13 at the beach, that would be contrary to what you're 14 testifying to today. 15 Correct? 16 A. Not necessarily. It depends on what those 17 warnings were, where they were placed. You know, I 18 would have to look at the effectiveness and as I 19 mentioned several times already today, it's layers of 20 protection. Signs and warnings are important, but 21 that's not the only layer of protection that's going 22 to save a life, particularly in this environment. 23 Q. I understand, but we're going to kind of as they 24 say eat the elephant one bite at a time. 25 Right?

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Page 126 1 A. Yep. 2 Q. So we're going to take this in parts and work 3 through it. 4 Okay? 5 A. Okay. 6 Q. I'm going --- I've got --- had another exhibit 7 here. And bear with me, this --- this process. Trying 8 to get everything loaded up. Okay. 9 Dr. Griffiths, can you see Exhibit 2, which is a 10 rip current sign? 11 A. Well, Exhibit 2? 12 Q. Yes. It's --- they're all --- they all have 13 information. So if you just look at it, it says 14 Exhibit 2 and look for the descriptor. It says rip 15 current ---? 16 A. Okay, yes, yes, yes. Thank you, I got it. 17 Q. Okay. 18 A. I have it. 19 Q. Do you see that? 20 A. Yes sir. 21 Q. All right. 22 I'm going to represent to you, there will be 23 testimony in this case that that is a sign that's 24 posted at a public beach access in Myrtle Beach. The 25 access is near where this incident occurred.	Page 128 1 and make sure that that's correct? 2 A. No, if you tell me it's there I believe you. 3 Q. And all of the information, the what is a rip, 4 the telltale signs of a rip, and what to do in a rip, 5 all that information is also in your book. 6 Correct? 7 A. Correct, sir. 8 Q. Okay. 9 So the same information that you're abdicating 10 for in your book for warning about rip currents is 11 actually physically located at the access points to 12 the beach in Myrtle Beach. 13 Is that correct? 14 ATTORNEY MCLEOD: 15 Object to the form of the question. It 16 asks this witness a hypothetical and facts that are 17 not in evidence. 18 BY ATTORNEY THOMPSON: 19 Q. And Dr. Griffiths, obviously we're taking this a 20 little while to turn and there will be a trial and 21 witnesses will offer that testimony. So under that 22 set of circumstances, is this information the same 23 information that's contained in your book that you 24 recommend with regard to rip current warnings? 25 A. Yes sir.
Page 127 1 Okay? 2 A. Okay. 3 ATTORNEY MCLEOD: 4 Objection. It calls for speculation and 5 facts not in evidence. 6 BY ATTORNEY THOMPSON: 7 Q. All right. 8 Now Dr. Griffiths, you've seen this information 9 before, have you not? 10 A. Similar situation, yes. A similar signage, yes. 11 Q. Yeah. Dr. Griffiths, these are the same diagrams 12 and the same information that's in your book. 13 Correct? 14 A. Maybe not this sign, but similar, yes. 15 Q. No, I'm talking about every one of those diagrams 16 on that sign that's posted at the City of Myrtle Beach 17 access. 18 A. Right. 19 Q. Every one of those diagrams is in your book. 20 Correct? 21 A. Okay. I agree to that. 22 Q. Would you agree with me? 23 A. I believe so. 24 Q. Okay. 25 Do --- do you have your book? Do you want to go	Page 129 1 Q. Okay. 2 But you haven't seen this sign in Myrtle Beach, 3 have you? 4 A. No sir, not personally. 5 Q. Okay. 6 Because you haven't been there? 7 A. That's correct, and mostly because of COVID. 8 Q. All right. 9 Well, haven't been there since December of '21. 10 Correct? 11 A. No, I haven't. 12 Q. Okay. 13 And as I recall, I think you testified that 14 you've been out to San Diego and some other places 15 that you travel to in 2021? 16 A. No, San Diego was --- was within the past, past 17 ten years. 18 Q. Okay. 19 Have you traveled at all outside of Penn State 20 since 2020? 21 A. Not very often, no sir. 22 Q. Okay. 23 Not --- that's not the question. Have you 24 traveled outside the State of Pennsylvania since the 25 pandemic happened in roughly March of 2020?

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Page 130 1 A. Yes sir. 2 Q. Was that yes sir? 3 A. Yes sir. 4 Q. Okay. 5 Now Dr. Griffith, I want to start with some sort 6 of basics and then we'll kind of turn into some of the 7 things that you testified to here to today. I'm going 8 to sort of make some statements. I'm going to ask you 9 whether you agree or disagree with them. 10 Okay? Is that fair? 11 A. Yes sir. 12 Q. All right. 13 Lifeguards do not guarantee safety? 14 A. I agree. 15 Q. All right. 16 Accidents can happen despite best efforts to 17 avoid them? 18 A. Yes, I agree. 19 Q. Lifeguarding is a nearly impossible task? 20 A. Yes sir. 21 Q. Lifeguards do not guarantee patron or beachgoer 22 safety? 23 A. Yes sir. 24 Q. Constant vigilance, in other words observation, 25 is almost impossible to achieve?	Page 131 1 A. Correct. 2 Q. Vigilant surveillance becomes increasingly more 3 difficult as temperature rises and as more people 4 enter the water? 5 A. True. 6 Q. Okay. 7 The job of lifeguarding provides almost too much 8 stimulus for the human brain? 9 A. True. 10 Q. Lifeguards cannot prevent all accidents, 11 particularly in the surf environment? 12 A. Correct. 13 Q. In the aquatic arena, which would include the 14 beach, many risks cannot be eliminated? 15 A. Correct. 16 Q. The risk of drowning is ever present whenever in, 17 on, or around the water? 18 A. That is true. 19 Q. It is impossible to prevent all accidents? 20 A. Correct. 21 Q. Drowning accidents occur at guarded beaches? 22 A. To a lesser extent, yes. 23 Q. They occur at guarded beaches. 24 Correct? 25 A. Correct.	Page 132 1 Q. In other words, you could have a fully staffed, 2 fully guarded beach and still have a drowning. 3 Correct? 4 A. It's a possibility, yes. 5 Q. Okay. 6 It's not a possibility, you've testified to it 7 before that's correct? That I am correct in that 8 statement. 9 Is that true? 10 A. Yeah, I --- it's a possibility. It's not a 11 probability, it's a possibility. 12 Q. Okay. 13 Because the beach is guarded that doesn't mean 14 there's a guarantee that nobody's going to drown? 15 A. Correct. 16 ATTORNEY MCLEOD: 17 I'm just going to object to the --- to 18 the statement over the questions, just make sure the 19 witness understands that he's allowed to explain his 20 answer and is not required to give a one word response 21 despite what Mr. Thompson has asked him to do. 22 ATTORNEY THOMPSON: 23 Okay. 24 I can always end the question with just 25 correct or yes or no. I was hoping that we could	Page 133 1 avoid that, and I thought I cleared that up with Dr. 2 Griffiths. 3 BY ATTORNEY THOMPSON: 4 Q. Doctor, I've got some other questions for you. 5 With regard to the beach itself, beaches are unique. 6 Correct? 7 A. They're all unique, yes. 8 Q. And it's difficult to come up with standards that 9 all beaches must follow. 10 Is that correct? 11 A. Depends upon the circumstances, yes. But that is 12 true in some cases, yes. 13 Q. Okay. 14 I mean, that's out of your book, Dr. Griffiths. 15 Quote, it is difficult to come up with standards that 16 all beaches must follow, period end quote. 17 Do you recall writing that? 18 A. Yeah, but that doesn't pertain to the standards 19 in this case. These are universal. 20 Q. All right. 21 No two beaches are alike? 22 A. True. 23 Q. All beaches are different? 24 A. Yes. 25 Q. And you didn't go to the Myrtle Beach beach where

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Page 134 1 this incident occurred to see for yourself what that 2 beach was like? 3 A. No, I did not but all the Atlantic Beaches have 4 significant similarities from New England down to 5 Florida. 6 Q. All right. 7 We just said all beaches are different. They're 8 unique, they're not similar. 9 A. They're not totally --- well, they're not totally 10 unique. There are unique characteristics of every 11 beach, but if you go down the east coast of the United 12 States, there are some significant similarities 13 throughout. For instance, rip currents are now more 14 prevalent than they used to be because of beach 15 renourishment and beach renourishment on the east 16 coast is very, very prevalent. So by renourishing the 17 beaches, we've created an opportunity for more rip 18 currents. And that similarity stretches the length of 19 --- of our eastern seashores, so there's --- there's 20 lots. 21 Q. All right. 22 But you haven't been to South Carolina to 23 determine whether what you're saying is true or not? 24 A. What I'm telling you now is true of all the 25 beaches on the east coast. The rip current	Page 136 1 Did you perform any independent research, in 2 other words go online, to see what might be available 3 with regard to information that the City and or Lack's 4 would provide to the public about use of beaches in 5 Myrtle Beach? 6 A. I don't recall, and now I'm backing up. I may 7 have, but I don't recall doing that. 8 Q. Okay. 9 In your deposition in December of 2021, you had 10 not done that. Have you done it since? 11 A. No, I have not. 12 Q. Okay. 13 So you haven't done it at all? 14 A. Correct. 15 Q. Now a fair amount of information that you 16 provided during your Direct Examination concerned data 17 information, warnings that would be provided to the 18 public for the use of the beach in Myrtle Beach: 19 Correct? 20 A. I believe so, yes sir. 21 Q. Do you understand that Mr. Wolde's family were 22 staying at the Seacrest Resort when this event 23 happened? 24 A. As I understand it, yes. 25 Q. Okay.
Page 135 1 development is --- is the same for all the beaches on 2 the east coast, so I would say just about every coast. 3 Q. But you still haven't been to South Carolina to 4 prove what you're saying or not. 5 Correct? 6 A. I can --- I've been to the Outer Banks. I've 7 been to Ocean City, Maryland. I've been to the 8 Florida beaches. I haven't been to South Carolina. 9 It's a surf beach similar to the other beaches. 10 Q. Okay. 11 Open water beaches and their related hazards can 12 vary dramatically from place to place? 13 A. Yes. You can have alligators in Florida. I 14 don't think you'd have alligators in Connecticut. 15 Q. All right. 16 You haven't --- we've established that you 17 haven't been to South Carolina, you haven't been to 18 the beach where this incident occurred. Did you ever 19 get online to determine what information might be 20 available that might be posted either by the City of 21 Myrtle Beach or Lack's with regard to the use of the 22 beach? 23 A. I just reviewed what was provided to me in my 24 file. 25 Q. Okay.	Page 137 1 And as I think you have been told or know, the 2 Seacrest Resort did not provide any information to its 3 guests about the beach, about the surf, about any 4 hazards associated with the beach, or anything in 5 relation to lifeguards, did it? 6 A. Not that I know of, no sir. 7 Q. Okay. 8 And it's your opinion that the resort hotel 9 should provide that information to its guests. 10 Correct? 11 A. As I said in my deposition, I think it's a shared 12 responsibility. But the people who own and operate 13 the beach and the people who are more knowledgeable of 14 water safety I think bear the most responsibility in 15 that regard. 16 Q. Right, but that wasn't the question, Dr. 17 Griffiths. Dr. Griffiths, the question was simply 18 your opinion is that the resort hotel should provide 19 the same or similar information that the City provides 20 with regard to the use of the beach, surf conditions, 21 rip currents, and lifeguards. 22 Is that correct? 23 A. I would advocate for that, yes. 24 Q. Okay. 25 I mean that, you're an aquatic safety expert.

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Page 138 1 That's something that you would say that this resort 2 hotel should provide to its guests? That's your 3 opinion? 4 A. Along with the City and along with the beach 5 service, yes sir. 6 Q. All right. 7 And it wasn't provided to the Wolde family in 8 this case, was it? 9 A. I don't have any information regarding that. 10 Q. Okay. 11 Do you know whether there was information that a 12 public beach access close to where the Seacrest Resort 13 is? 14 A. I don't have any evidence regarding that. 15 Q. Okay. 16 Do you --- do you know where the Seacrest is 17 physically located to the beach? 18 A. It's near L-21 is, based upon one of the charts 19 that I looked at, the aerial photograph. It's near 20 L-21. 21 Q. Was it 9th Avenue, 10th Avenue, do you know? 22 A. I'd have to look. It's here somewhere, but it's 23 where L-21 wherever that is. 24 Q. All right. 25 Well L-21 is a lifeguard stand.	Page 140 1 safe beach. I don't think there was any more 2 responsibility to do what they did. They stayed in 3 waist deep water, the two young twins who were younger 4 stayed out of the water. Mr. Wolde by all accounts 5 was a strong swimmer. They were using boogie boards 6 at the time when they entered the water. I think they 7 did what a reasonably prudent family would do. They 8 swam at a lifeguarded beach. 9 Q. And Dr. Griffiths, I'm going to ask you that 10 question again. As a water safety advocate, do you 11 think everyone who goes to the beach has some 12 responsibility to educate themselves about the beach? 13 ATTORNEY MCLEOD: 14 Objection, asked and answered. 15 ATTORNEY THOMPSON: 16 It wasn't answered. I'm asking him 17 again so he can answer it. 18 THE WITNESS: 19 I ---. 20 ATTORNEY MCLEOD: 21 It was answered. It was answered, you 22 just didn't like the answer. 23 ATTORNEY THOMPSON: 24 But he hasn't answered the question. 25 THE WITNESS:
Page 139 1 Correct? 2 A. Correct, but it --- on the log sheet I has the, 3 if we go to the log sheet, you'll see where that, 4 where that's located. 5 Q. Do you have any familiarity with the City of 6 Myrtle Beach at all? 7 A. No sir. 8 Q. Okay. 9 In addition to the resort providing information, 10 I believe that it's your opinion that beachgoers when 11 they head to the beach have a duty to educate 12 themselves. 13 Correct? 14 A. This is what we promote and advocate for. I 15 cannot say how many individuals do that, but we 16 promote educating themselves prior to going to the 17 beach, yes. 18 Q. Okay. 19 As a water safety advocate, do you think everyone 20 that goes to the beach has some responsibility to 21 educate themselves about the beach? 22 A. In this case, I --- I feel pretty strongly that 23 the Wolde's in particular knew the beach, was a 24 swimmer, went to the beach, and what they anticipated 25 because they saw people in the water was that it was a	Page 141 1 That ---. 2 BY ATTORNEY THOMPSON: 3 Q. Do you agree with that statement or not, Dr. 4 Griffiths? 5 A. I think they do have some responsibility and the 6 major precaution they could take is swim near a 7 lifeguard, and that's what they did. 8 Q. Right. The quote that I just provided was your 9 testimony. It is your testimony that people that go 10 to the beach have a duty to educate themselves before 11 going there. I mean that's what you have said and 12 advocated for. 13 Correct? 14 A. Yes, but after reviewing the ---. 15 ATTORNEY MCLEOD: 16 Objection, lack of foundation. 17 THE WITNESS: 18 yes, but it appears that by going to 19 Ocean City, Maryland which is not that far north, they 20 felt that they were experienced in going to the beach. 21 Plus Mr. Wolde was a swimmer. He wasn't --- he wasn't 22 told of the conditions that day, and I think the key 23 to this case is the conditions that existed when the 24 Wolde's were there, they were hidden hazards as far as 25 the beachgoers were concerned.

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Page 142 1 BY ATTORNEY THOMPSON: 2 Q. All right. 3 So what research did any member of the Wolde 4 family do before they came to South Carolina to swim 5 at the City of Myrtle Beach's beach? 6 A. I'm not aware of any. 7 Q. They didn't do any, did they? 8 A. I'm not aware of any. 9 Q. Okay. 10 In your book Safe for Beaches, you have a --- 11 seven tips for family beach safety. 12 A. Okay. 13 Q. Remember that? 14 A. Yes sir. 15 Q. Okay. 16 And as one of those safety tips for families is 17 know before you go? 18 A. Yes sir. 19 Q. Correct? That's what you have published for 20 seven family tips for beach safety is know before you 21 go? 22 A. And isn't --- and wasn't that information that I 23 had provided for a city in Florida? And did --- 24 didn't this ---? 25 Q. In your book you have published, and it's not	Page 143 1 specific to any beach. It's not specific to any 2 information, it's simply family tips for beach safety, 3 know before you go. 4 Is that correct? 5 A. But I would like to see in what format that is 6 printed in my book. Because that seems like it's an 7 example of what I assisted a city in the panhandle of 8 Florida to pass out as a RAC card to the people that 9 came to visit that beach. 10 Q. Right. 11 But I'm saying to you that is, you provided 12 consulting services. Let's just assume that you did 13 put that on an information form for a beach in 14 Florida. The information and the recommendation that 15 you used for beachgoers is know before you go? 16 A. Yeah. And --- and the people who asked me to 17 assist them was the city so that their beaches would 18 be safer. I mean that's --- that proves my point. 19 You know, they can reach out to get --- to strengthen 20 and supplement the lifeguard services that they 21 provide with RAC cards. And why did they do that? 22 Because of the rip current that's on the panhandle of 23 Florida. 24 So that --- yeah. I wrote that, but I reprinted 25 it. And I gave it to a city in the panhandle of	Page 144 1 Florida, I can't remember which one. And then 2 reprinted it in my book as an example for what 3 municipalities could do to prevent these accidents. 4 Q. And --- and so, you mentioned --- I glitched 5 there. Did you hear me? 6 A. I heard you. 7 Q. Okay. 8 You mentioned something about the Wolde family 9 having some experience in Ocean City, Maryland. 10 Is that correct? 11 A. Yes sir. 12 Q. They had been to the beach there before? 13 A. Yes sir. 14 Q. And then is it your testimony they just assumed 15 that it would be the same? 16 A. This area was referred I think the hotel was 17 referred to them by friends, a great place to go. I 18 mean they didn't have any worries because Mr. Wolde 19 was a strong swimmer and they were both responsible 20 parents. People in general are unfamiliar with the 21 ocean and uneducated and unprepared. And most 22 beachgoers and this research was published and I read 23 it again on Monday --- it was replenished on Monday, 24 that when beachgoers go to the beach and see people in 25 the water, they assume the water is safe.	Page 145 1 Q. Okay. 2 Do you know if in 2018 the City of Myrtle Beach 3 had a website that explained currents, surf 4 conditions, lifeguards? 5 A. I'm unfamiliar with that website. 6 Q. And you don't know one way or the other? 7 A. Well it sounds like the way you're posing the 8 question that it exists, but I haven't seen that. 9 Q. And assuming it did exist, there was information 10 available to folks like the Woldes coming here from 11 outside the state that would provide them information 12 about the beach, about the surf, about the warnings 13 with regard to rip currents. 14 Correct? 15 A. Yes, but --- but as the research say, those 16 warnings do very little in a rip current environment 17 and that the lifeguard is the primary way of 18 protecting bathers because the information you give 19 them on a website is not necessarily useable in the 20 ocean environment. For instance, the red rip current 21 sign that I have up on my computer as an exhibit, one 22 of the reasons why with those signs beachgoers still 23 don't recognize a rip because it's not red. The know 24 signs have a blue rip current, and most rip currents 25 are brown. So --- so the beachgoer literally does not

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Page 146 1 know that a brown line of water going out to sea is a 2 rip current when they color code it either red or 3 blue. 4 Q. Dr. Griffiths, we talked about the responsibility 5 of the Seacrest, we talked about the responsibility of 6 the Wolde family. I want to talk to you about the 7 responsibility of the parent when they are with the 8 child in the water. And my understanding, you have 9 published knee deep is too deep. 10 Had you ever said that before? 11 A. Yes, in one of my publications. Probably for the 12 city, same city in the panhandle of Florida that has a 13 high incidence of rip current deaths. 14 Q. Okay. 15 So knee deep is too deep, that's one of your 16 recommendations as a safety consultant. 17 Correct? 18 A. As --- as I recommended for this surf side city 19 that had a rip current problem. 20 Q. Okay. 21 And Dr. Griffiths, I understand but these are --- 22 these are your recommendations. These are your 23 opinions. Knee deep is too deep. 24 Correct? 25 A. Yeah, and I --- I did this as an example as what	Page 148 1 And you know that when they came onto the beach, 2 the guard at L-22 was on duty? You know that? 3 A. I --- I believe, well he was there. I think he 4 was there, I don't know for sure if he was there. He 5 was assigned L-22. I don't know where he was or what 6 he was doing, but he was assigned to L-22. 7 Q. I understand, but in your testimony in December, 8 you said he was on duty? You don't know what he was 9 doing, but you know he was on duty. 10 Right? 11 A. Now, right. He was on duty. I don't know if he 12 was providing patron surveillance, but he was on duty. 13 Q. And we'll get that to. 14 A. Okay. 15 Q. All right. 16 So L-22 was on duty. 17 Correct? 18 A. Correct. 19 Q. All right. 20 And at the time when a lifeguard was on duty on 21 the beach in 2018 that lifeguard would fly what if 22 anything at the lifeguard stand? 23 A. If they were on duty they would fly, the custom 24 and practice apparently was they would fly a red flag 25 when they were on duty.
Page 147 1 municipalities could do to help prevent drowning 2 deaths. 3 Q. Okay. 4 Swim near a lifeguard? 5 A. Yes sir. 6 Q. You'd recommend that. 7 Right? 8 A. Yes sir. 9 Q. USLA recommends that. 10 Right? 11 A. Yes sir. 12 Q. Okay. 13 Now in this particular circumstance on August 14 24th, 2018, you noted that when the Wolde family 15 accessed the beach they were closest to a lifeguard 16 stand that would be L-22. 17 Correct? 18 A. Yes sir. L-21, L-22 somewhere in that vicinity, 19 yes sir. 20 Q. All right. 21 L-22 right outside the access to Seacrest? 22 You're familiar with that. 23 Right? 24 A. Yes sir. 25 Q. Okay.	Page 149 1 Q. Okay. 2 A red flag for every beach occasion, for every 3 day? 4 A. No, that was warning. High risk warning was --- 5 was a single red flag, and I believe that was flying 6 this particular day. 7 Q. Okay. 8 But there were other flags that the beach service 9 could use. 10 Correct? 11 A. Yes, apparently they had no swimming signs and 12 the beach service and their manuals said if the 13 conditions are bad, use your no swimming signs and 14 your warning --- excuse me, your no swimming flags and 15 use the flags as warnings as the conditions existed, 16 yes sir. 17 Q. Okay. 18 Now are you aware of whether a lifeguard tower 19 would include an umbrella? 20 A. According to the evidence I had most lifeguard 21 towers had the umbrellas, most if not all. 22 Q. Okay. 23 And when as you've just described on this 24 particular day, it was a red flag day. 25 Correct?

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Page 150 1 A. Correct. 2 Q. All right. 3 And that red flag would have been flying in front 4 of L-22's on duty lifeguard. 5 Correct? 6 A. Correct. 7 ATTORNEY MCLEOD: 8 Objection, lack of foundation. 9 BY ATTORNEY THOMPSON: 10 Q. Correct? 11 A. If they were doing what they were supposed to be 12 doing it should have been there, yes sir. 13 A. Okay. 14 L-22, that area in front of Seacrest that would 15 have been as you understand it where the family went 16 into the water. 17 Is that right? 18 A. In that proximity, roughly, yes. 19 Q. Okay. 20 So in other words, when they started the day or 21 when they started this swim, they were in the area of 22 an on-duty lifeguard. 23 Correct? 24 A. A lifeguard that was supposed to be there. Yes, 25 sir.	Page 152 1 water, typically in my experience. 2 Q. Okay. 3 So it's unusual then for a swimmer to get in --- 4 in a particular location, and then look back or look 5 towards the beach and figure out if they're 5, 10, 15, 6 50 yards down the beach? That's unusual? 7 A. No, it's not unusual. That's what typically 8 happens. They get out of the water and they look for 9 their beach blanket and can't find it and don't 10 understand why. 11 Q. All right. 12 But if you were a swimmer in waist deep water or 13 knee deep water, for example. You have the ability to 14 observe your location relative to where you came in. 15 Correct? 16 A. You have the ability, but people don't do that. 17 They look at the people that they're with and they 18 look at the water. 19 And again, as I mentioned --- and I know this 20 from experience, you only know that you're in a 21 longshore current when you get out and you find 22 yourself deposited down the beach. People don't 23 observe that they're moving laterally until they 24 arrive in their destination at the end. 25 Q. Did you --- are you aware of any evidence in this
Page 151 1 Q. All right. 2 And --- and swimming in accordance with your 3 recommendations to swim near a lifeguard. 4 Correct? 5 A. Yes. A competent, certified and qualified 6 lifeguard. That's correct. 7 Q. Okay. All right. 8 And so as you understand, when Mr. Wolde got in 9 trouble, he was located either in front of or just 10 south of L-21. 11 Correct? 12 A. Sure. Yes. That's what a longshore current 13 would do. 14 Q. All right. 15 In other words, longshore currents as --- I mean, 16 it moves people from in this situation, north to 17 south, or if I'm looking at the beach left to right? 18 A. Correct. 19 Q. Okay. 20 And that's something that any swimmer in the 21 beach or the water can observe. 22 Correct? 23 A. Having been in strong little currents, oftentimes 24 you don't observe it. You're not watching the 25 landscape go by. You observe it when you exit the	Page 153 1 case that Mr. Wolde and his children ever got out of 2 the water, walked back towards an area of where there 3 was a posted lifeguard? 4 A. No. No, sir. 5 Q. Are you aware of any information or evidence in 6 this case that Ms. Abel was on the beach, went down to 7 the edge of the water to wave her family back in an 8 area where she could see them? 9 A. I remember her waving. I don't recall the reason 10 for her waving. And I believe witnesses stated that 11 she was waving, but I don't know if that was for 12 distress or for directions and instructions. 13 Q. So again, my question, Doctor, are you aware of 14 any evidence that Ms. Abel specifically went to the 15 water's edge to wave her family back to an area where 16 they entered in the neighborhood of a guarded life 17 stand or life tower? 18 A. She may have, I just --- I just can't recall if 19 she definitely did. She may have done that. Yes, 20 sir. 21 Q. Okay. 22 If she did, then she would have been aware --- 23 the family would have been aware that they were moving 24 away from a guarded tower. 25 Correct?

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Page 154 1 ATTORNEY MCLEOD: 2 Objection, lack of foundation. 3 ATTORNEY THOMPSON: 4 Well, he's asking ---. 5 BY ATTORNEY THOMPSON: 6 Q. You said if it happened, and I'm asking you the 7 question, Dr. Griffiths. If --- if she did, they would 8 have been aware that they were moving down the beach. 9 Correct? 10 ATTORNEY MCLEOD: 11 Objection. It's twofold. One, lack of 12 foundation. And two, you're asking this witness to 13 testify about another person's state of mind, which he 14 cannot do. 15 THE WITNESS: 16 Yeah. 17 ATTORNEY THOMPSON: 18 We'll take a --- I want to go off the 19 video record, but I want to stay on the audio record 20 for a moment. 21 VIDEOGRAPHER: 22 All right. 23 Going off the video record at 1:47 p.m. 24 OFF VIDEO 25 ATTORNEY THOMPSON:	Page 155 1 Okay. 2 We'll stay on the audio record, because 3 I do want to make a record here. I don't know that a 4 speaking objection is correct in this situation. 5 ATTORNEY MCLEOD: 6 Well, this is the De Bene Esse. So I 7 mean, this is trial testimony. 8 ATTORNEY THOMPSON: 9 Right. But we made it very clear, 10 right, when we were going through this process of 11 agreeing to this process, right. There's no rule that 12 says that it's a De Bene Esse deposition. 13 The manner in which and the reason we're 14 taking this is because the rules specifically allows a 15 second deposition for good cause shown. Obviously we 16 could have gone to court and gotten that, but we 17 agreed that it would proceed under the rule, under 18 Rule 30. There's no De Bene Esse deposition rule, 19 there's no requirement for objections being stated on 20 the record. 21 So I'm proceeding and have been 22 proceeding under the rule that we agreed upon that 23 this was a second deposition that would be used at 24 trial. So I would appreciate for the future, you can 25 make the objection, and pursuant to the rule we can	Page 156 1 then argue about whether it's good, valid or not. 2 ATTORNEY MCLEOD: 3 We can mark the notice as an exhibit, 4 you know, after you're done and we just keep going. I 5 mean, obviously you do your job and I'm going to do my 6 job and we'll go from there. 7 ATTORNEY THOMPSON: 8 Right. But I --- the problem is the 9 speaking objection. I don't think it's appropriate at 10 this point in time under the rule. 11 ATTORNEY MCLEOD: 12 And I understand your objection. 13 ATTORNEY THOMPSON: 14 So do we need to stop this so we can get 15 the Judge involved? 16 ATTORNEY MCLEOD: 17 We noticed the deposition for use at 18 trial because this witness is not able to be 19 physically present during the trial. And therefore, I 20 am making my objections and my record so that when we 21 go before the Judge at the time of trial doing page 22 one designations, I have a record. That's what I'm 23 doing. 24 ATTORNEY THOMPSON: 25 And I will make sure that we have this	Page 157 1 exhibit, the exchange of e-mails that I had with your 2 office about this process and about my absolute 3 objection that there is no such thing as a De Bene 4 Esse, and so we were, in fact, taking a second 5 deposition of Dr. Griffiths. 6 And so, if we're taking a second 7 deposition of Dr. Griffiths pursuant to the rules, you 8 would have gotten an order for the court for good 9 cause shown. I agree that we would just --- because 10 of the circumstances allow the second deposition. But 11 I did not agree, under any circumstances, that it was 12 some kind of De Bene Esse deposition or in some form 13 or fashion, changed the impact of the rule, which is 14 objections are reserved until the time of trial. And 15 objections are stated, but nothing is speaking about 16 them. 17 ATTORNEY MCLEOD: 18 So you and I disagree on that. Okay. 19 Number one, nobody said when we started this 20 deposition and agreed that we would waive all 21 objections except as to form, number one. 22 Number two, I'm not coaching or leading 23 the witness. My objections are very succinct and my 24 objections say what objection, and then I'll list the 25 rule of evidence that I'm objecting over. And

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Page 158 1 actually, if you waive all objections except to form, 2 what I'm doing is actually a courtesy to you, because 3 you didn't know the basis of the objection and you can 4 re-ask the question. So it actually makes the process 5 smoother. 6 If I was coaching the witness, that 7 would be one thing, which I'm not. I object, I state 8 the rule of evidence and move on. 9 ATTORNEY THOMPSON: 10 All right. 11 Just for the record, this deposition is 12 pursuant --- proceeding pursuant to Rule 30, is it 13 not? 14 ATTORNEY MCLEOD: 15 The deposition is proceeding pursuant to 16 the notice that was issued. 17 ATTORNEY THOMPSON: 18 Okay. 19 ATTORNEY MCLEOD: 20 And it states it's for use of trial. 21 ATTORNEY THOMPSON: 22 You can put whatever you want on a 23 notice, but if it's not allowed by the rule or not, 24 you know, you can put whatever you want in it. 25 My question to you is are we proceeding	Page 160 1 ATTORNEY THOMPSON: 2 Thank you. 3 VIDEOGRAPHER: 4 Going back on the video record then? Is 5 that what we're doing, going back on the video record? 6 ATTORNEY THOMPSON: 7 Yes, please. 8 VIDEOGRAPHER: 9 All right. 10 Give me one second. 11 ON VIDEO 12 VIDEOGRAPHER: 13 Going back on the video record at 1:53 14 p.m. 15 BY ATTORNEY THOMPSON: 16 Q. Dr. Griffiths, we took a short break, but I think 17 we were talking about swimming near a lifeguard. Do 18 you agree with perhaps the best defense against 19 drowning and other catastrophic injuries is swimming 20 near a lifeguard? 21 A. Correct. 22 Q. That's in your ---? 23 A. Well, yes, but the qualifier is a qualified and 24 competent lifeguard. Certified, competent and 25 qualified.
Page 159 1 pursuant to Rule 30 or not? 2 ATTORNEY MCLEOD: 3 We are proceeding pursuant to the 4 deposition notice. 5 ATTORNEY THOMPSON: 6 Which is in accordance with ---? 7 ATTORNEY MCLEOD: 8 No. If you want to get the Judge on the 9 phone, get the Judge on the phone. I mean, I'm happy 10 to come up with that. I know what I'm doing is proper 11 and I'm comfortable with that. 12 I'm trying to comply with my standard 13 here in a trial that we're going to try next week on 14 the merits. I mean, that's what I'm doing. 15 ATTORNEY THOMPSON: 16 I object to your continuing speaking 17 objections. If you are going to say as you are 18 objection and then cite a rule, that's fine. That's 19 not what you've been doing, so you know, we'll keep 20 going and see what happens, but I don't believe it's 21 improper. 22 We've made the record, so we can move 23 on. 24 ATTORNEY MCLEOD: 25 Fair enough.	Page 161 1 Q. Right. But Mr. Wolde didn't get in danger or 2 trouble in front of L-22 where he was then challenged 3 as to whether he could or couldn't do the job, did he? 4 A. Good point. 5 Q. He was out at L-21. 6 A. Right. Where the water pushed him to L-21, and 7 he had no knowledge that the little current was going 8 to push him to L-21. And when you mentioned his wife 9 waving, we don't know if she was waving --- he doesn't 10 know if she's waving --- we don't know if he saw it, 11 number one. 12 Number two, how does he know she's waving back to 13 a lifeguard. Maybe she's just waving to say I see 14 you, I hope you're having a good time. We don't know 15 what he saw. We don't know what he was thinking. 16 Q. You don't know anything about what he was 17 thinking at all. 18 A. Correct. 19 Q. Right? 20 A. Correct. 21 Q. We talked about the idea that the family had been 22 to Ocean City, Maryland. Have you done any research 23 since last we were together in December concerning any 24 signage, any warnings that are posted at Ocean City, 25 Maryland Beach?

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Page 162 1 A. No, sir. 2 Q. Okay. 3 And so just to be clear, prior to your December 4 of 2021 deposition, you have not done any research to 5 determine what signage, what warnings, what 6 information might have been available to Woldes when 7 they went to that beach? 8 No. I relied upon the information provided to me, 9 sir. 10 Q. Okay. 11 Again, you just review whatever is sent to you. 12 Is that right? 13 A. That's true. I believe that's my job. 14 Q. Okay. 15 You don't have any obligation to do any 16 independent research at all? 17 A. I only do independent research when the law firms 18 ask me to do independent research. 19 Q. Okay. 20 So in this circumstance then, the retainer, your 21 agreement with Mr. McLeod's law firm was to review 22 whatever they sent them, don't do anything else? 23 A. I don't believe that was in the retainer 24 agreement. I just review the materials that are sent 25 to me in my file, unless I'm asked to do anything	Page 164 1 Q. Right. And I understand that you apparently 2 spent more time after I talked to you about this case 3 than before. 4 Now, my question is, do you have additional 5 opinions or can I rely on what you told me in December 6 and work through the four or five opinions that you 7 provided me then? 8 A. I have stronger opinions, I don't know if they're 9 different opinions. But you spent a lot of time 10 talking about, you know, there was no proof that --- 11 no evidence that the dual lifeguarding role caused 12 this drowning. And certainly, based upon the amount 13 of money collected by those three chairs, based upon 14 the amount of lifeguards that were at lunch, including 15 L-21 and based upon the total lack of response by the 16 lifeguards and having no lifeguards positioned 17 adjacent and in close proximity to the lateral 18 current, the dual lifeguarding role did have a 19 significant and direct cause of this death. 20 ATTORNEY THOMPSON: 21 And I object and move to strike. 22 Doctor, it was not responsive to my question. 23 BY ATTORNEY THOMPSON: 24 Q. The question simply was, do you have any 25 additional opinions, other than the four or five that
Page 163 1 additional. And in this case, I was asked to review 2 the file and nothing more. 3 Q. Okay. All right, Doctor. 4 I just want to walk through some of the opinions 5 in this case that you've offered. Do you believe any 6 of the opinions today that you've offered are any 7 different or any additional opinions than what you 8 told me in December of 2021? 9 A. Well, I think I did a better job preparing for 10 this deposition today than I did prior to December 11 19th --- or December when we had our deposition. 12 I --- I dug deeper, I read more carefully the 13 information that was sent to me. And if I could 14 explain, I had never been involved in a case where 15 lifeguards rented equipment or concessioners. And 16 when I was sent things like sales --- sales totals for 17 the day, I didn't really regard that. When I looked 18 at the training records, they were so abysmal I didn't 19 review them, because there was nothing really valuable 20 for me at that moment, and now I --- now I understand 21 conspicuous by their absence was the details that 22 should have been in those training records. 23 So anyway, my --- my opinions have been 24 strengthened by the information as --- or lack thereof 25 as I've gone through my file after my deposition.	Page 165 1 you told me about in December? I understand you're 2 saying you got more information. I'm asking about the 3 four or five opinions. 4 Do you have any additional opinions? 5 A. Well, if we can go over the 4 or 5, when I agree 6 to those 4 or 5, then I'll let you know if there's 6 7 to 12. 8 ATTORNEY MCLEOD: 9 His opinions are what he shared with you 10 during his Direct here. I'm not --- that's all he can 11 do. 12 ATTORNEY THOMPSON: 13 And is that an objection, or is that a 14 speaking objection. 15 ATTORNEY MCLEOD: 16 It's a point of clarification. 17 ATTORNEY THOMPSON: 18 I don't need any clarification. You can 19 object ---. 20 ATTORNEY MCLEOD: 21 I'll let you do what you want to do, but 22 it's going to come back to burden you, but that's 23 okay. I understand. 24 BY ATTORNEY THOMPSON: 25 Q. Now, Dr. Griffiths, what I'm trying to establish

Page 166 1 is, I want to ask you questions, and I believe what 2 you've testified to today is consistent with the 3 opinions that you provided --- I'm asking you, are 4 there any additional ones that you can think of today 5 that you did not talk to me about in December? 6 A. And I can't tell you what those are until we 7 review --- 8 Q. Okay. 9 A. --- the opinions that you noted in December. 10 Q. All right. 11 And that's fair. Let's work through what I 12 understand your opinions are in this case, okay. 13 Number one, you testified the water should have 14 been closed. 15 Is that right? 16 A. Yes, sir. 17 Q. Okay. 18 Now, as I understand it, there's no objective 19 standard for closing water at an open beach. 20 Correct? 21 A. Well, it's objective when a beach should be 22 closed when the hazards, when the weather and water 23 conditions merit it. That's objective. What's 24 subjective about it is when it becomes dangerous at a 25 particular beach. And as George Lack said it best, Page 167 1 you know, he thought we ought to close the beach now 2 that we've had two drownings we ought to close the 3 beach. That could have happened at ten o'clock in the 4 morning. 5 Q. All right. 6 Well, let's go at it in a different way. What 7 winds need to be apparent or existing for the water to 8 be closed? 9 A. The winds, I can't tell you that. The winds ---. 10 Q. What wave heights have to be available or 11 existing for the water to be closed? 12 A. Well, I would say three to four feet, which is 13 what existed when these drownings took place. 14 Q. Is that an objective standard recognized? 15 A. No. And again, as we mentioned earlier on, and 16 you made a good point, it's difficult to determine 17 based upon the bottom conditions and based upon 18 current directions, wind directions, so forth and so 19 on. 20 Q. Right. But I'm still trying to get to this, why 21 is the water closed concept. I'm starting with the 22 objectivity standard. 23 Right. 24 A. Right. 25 Q. And my understanding is, there's no objective	Page 168 1 standard. I can't go to a book and say if the wind is 2 ten miles an hour and the beach is three, four feet, 3 then the water has to be closed. That doesn't exist, 4 does it? 5 A. Not typically. No, sir. 6 Q. Well, it doesn't exist at any beach. 7 Right? I mean, there's not a standard that I can 8 go to on the internet or anywhere that says, okay, if 9 there's this amount of waves, this amount of wind, or 10 it's coming from this direction, you have to close the 11 water? 12 A. No, sir. It depends upon the experts, the 13 competent qualifying surf staff on duty to make that 14 call. 15 Q. Right. In other words, again, it's not just an 16 okay, I look and I see that there is three to four 17 foot wave heights, I must close the beach. Regardless 18 of any other circumstance or condition? 19 A. I would agree with there, yes, sir. 20 Q. Okay. 21 And so I think as we discussed back in December, 22 it takes an objective information, amount of 23 information and then the subjective analysis by those 24 on the beach, and are responsible for the beach to 25 determine whether the water should be closed or not. Page 169 1 Correct? 2 A. That sounds about right. 3 Q. And so in this case, right, do you know how many 4 people would have had the opportunity to review the 5 conditions of the beach to determine whether the water 6 should be closed or not? 7 A. I don't --- can you restate that somehow? 8 Q. Yeah. Just how many people were there that had 9 the opportunity to review, to observe the objective 10 conditions to then make a subjective determination 11 whether to close the water or not? 12 A. Well, everybody employed by Lack's --- employed 13 by Lack's Beach Service should have enough skill and 14 ability to collectively have input to close the beach. 15 The lifeguards on duty, the managers, the supervisors, 16 the LGOs all should have said, as Holly Robinson said 17 in her deposition, it was a highly hazardous day. 18 Strong littles and rips. We had the warning from the 19 National Weather Service. 20 Q. Right. But Holly Robinson was a manager. 21 Correct? 22 A. Yes. 23 Q. Tony Flaherty was a manager. 24 Correct? 25 A. Tony Flaherty was a manger, but he had no

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Page 170 1 lifeguarding responsibilities. He wasn't a trainer. 2 He was with fire. He was primarily EMT paramedics 3 type of person. 4 Q. Okay. 5 Do you believe Tony Flaherty to be an employee of 6 the city or employee Lack's Beach Service? 7 A. Gosh, that's a good question. I think he's with 8 the city, but I'm not a hundred percent certain. 9 Q. Okay. 10 If he was with Lack's, then, you'd be incorrect? 11 A. I'd be incorrect on the statement that I just 12 said. I said I wasn't quite sure, but I thought he 13 was with the city. I could be wrong. 14 Q. Okay. 15 What was Tony Flaherty's job on the beach on 16 August 24, 2018? 17 A. I believe he was on patrol and he responded to 18 the incident after it recurred. He brought the ADD 19 and placed on the victims, as I recall. 20 Q. What was Randy Smith's role on the beach on 21 August 24, 2018? 22 A. I can't recall. 23 Q. What was Brady Oliver's role on the beach on 24 August 24, 2018? 25 A. I know he was a supervisor. I'm assuming he had	Page 171 1 supervisor capabilities on that day if he was there. 2 Q. Okay. 3 And you understand lifeguards. 4 Right? Frontline folks, they don't have any 5 opportunity or they don't have the authority to close 6 the water. You know that, right? 7 A. They should be able to inform whoever's above 8 them, that they think it --- it --- it should be 9 closed, and if they have a good safety team, whoever 10 they're informing it should be closed, should follow 11 up with that recommendation. 12 Q. Right. So it's a manager's responsibility to 13 make the determination whether to close the beach or 14 not. 15 Correct? 16 A. Someone higher up. Yes, sir. 17 Q. And somebody other than the lifeguard, the 18 frontline lifeguard? 19 A. Yes. 20 Q. Okay. 21 And what do you know about the qualifications of 22 any of the managers working for Lack's Beach Service? 23 A. Not much. Based upon the training records, I 24 don't have a lot of information. 25 Q. I'm not asking about training with the	Page 172 1 lifeguards, I'm asking you about the managers. Do you 2 have their personal files? 3 A. Well, I had Holly Robinson's, and you know, on 4 her swim test they had a big zero. There was a lot of 5 information about one of the Brady --- Brady's, he was 6 a pretty good swimmer, that's all I can tell you. Not 7 a lot of information on their personnel files as far 8 as their training and their testing. 9 Q. Nobody on August 24, 2018 suggested or 10 recommended that he water be closed. 11 Correct? 12 A. I'm unaware of any. 13 Q. Prior --- prior to Mr. Wolde's incident? 14 A. I'm unaware if that had taken place. 15 Q. You don't have any information of evidence to 16 suggest that there was ever a recommendation to close 17 the water before Mr. Wolde's incident? 18 A. That is correct. 19 Q. Now, in addition to those folks from Lack's, are 20 you aware of city employees or personnel on the beach 21 on August 24, 2018? 22 A. Yes. I can't recall the names, but there were 23 several people who were with fire rescue who supported 24 the beach activities and who patrolled the beach. I 25 have no idea who was doing it that day, other than Mr.	Page 173 1 Flaherty might have been with Lack's. I may --- I may 2 have made a mistake, but I don't know who those people 3 were and what they were doing. 4 Q. I'm not asking you about the specific 5 individuals, but you're aware, for example, that the 6 city police department had a beach patrol and they 7 were on the beach on August 24, 2018? 8 A. I believe that's true. 9 Q. And you know they were there before the incident 10 ever occurred. 11 Right? In other words, patrolling the beach? 12 A. I believe that's true. 13 Q. The city fire department had personnel employees 14 on the beach before this incident occurred. 15 Correct? 16 A. Correct. But I also believe they had no 17 lifeguarding experience and no lifeguard training and 18 no lifeguard responsibilities. 19 Q. Right. And so the fire department has a specific 20 subsection, if you will, called Ocean Rescue, are you 21 familiar with those folks? 22 A. Yes. And I believe they are certified by USLA to 23 respond to these emergencies, which is usually 24 resuscitation efforts only. 25 Q. Okay.

Page 174 1 And you know that the ocean rescue fire 2 department personnel were on the beach, August 24, 3 2018 before this incident occurred? 4 A. I believe they were. 5 Q. Okay. 6 So you know, they were USLA certified individuals 7 that were on the beach August 24, 2018 before this 8 incident happened? 9 A. You know, I don't know how many or where they 10 were. And again, they are certified and trained in 11 emergency response, AEDs, oxygen administration, bag 12 valve masks, back boards and so forth and so on. They 13 are not trained as lifeguards. 14 Q. So is it your testimony today that Ocean Rescue 15 has no information or knowledge about the surf 16 conditions in the City of Myrtle Beach? 17 A. I don't know what their expertise is. I'm sure 18 they have some knowledge of the surf conditions, but 19 whether or not they had input into the city and 20 Lack's, I don't know that. 21 Q. Do you think that the City of Myrtle Beach is 22 Ocean Rescue as qualified through their experience to 23 provide information about whether water should be 24 closed or not? 25 A. I don't know that. I don't have any information	Page 176 1 longshore current, is in and of itself a danger to 2 swimmers. 3 A. Right. I've written that. I didn't expand or 4 expound on it the way I could have and probably should 5 have in light of this case, but you're right. 6 Q. In other words, just having the longshore 7 current, I don't care how significant it is or not, 8 it's not a hazard or danger to swimmers, according to 9 your writings. 10 A. If the bottom conditions are good, and it's not 11 carrying you out into water over your head, it's just 12 carrying you down the beach, in those instances that 13 is correct. 14 Q. Okay. 15 So going back to this concept of the weather that 16 day, you don't know what the winds were? 17 A. I can't recall what the winds were. I think I 18 had that information, but I don't know. I know they 19 were run --- I believe they were running north to 20 south, but again, I don't recall the winds. 21 Q. Okay. 22 You don't know the wind speed? 23 A. No, I don't recall. 24 Q. The wind direction? 25 A. Again, I believe it was running down the beach
Page 175 1 stating that they do. 2 Q. Now the last we were together, you hadn't done 3 any information to figure out what the weather 4 patterns were there, August 24, 2018. Have you done 5 any since December of 2021? 6 A. No, I just review the information concerning the 7 strong little currents, the three to four foot waves, 8 the direction of the wind and the rip currents that 9 were existing from ten o'clock on. 10 Q. All right. 11 And I want to make something reasonably clear, 12 when you talk about little, that's longshore. 13 Correct? 14 A. Yeah, I keep using --- yeah, little is, I guess, 15 the academic term for longshore --- longshore current. 16 Q. Right. 17 And so to be clear, you keep talking about 18 significant longshore currents or little currents. 19 You've written in multiple places that the longshore 20 current is not what gets people into trouble. 21 A. Not until it puts you into a rip, or until it 22 deposits you in a hole. 23 Q. Right. But you've written, and I'm going to have 24 to try to find it here in my information, that you've 25 written that it's not the little current, the	Page 177 1 from north to south. 2 Q. Okay. 3 But that's your assumption. 4 Correct? You haven't actually confirmed that 5 yourself through research? 6 A. No, I have not. 7 Q. You had reviewed some photographs that were taken 8 by Ms. Abel on the beach that day? 9 A. Yes. 10 Q. Okay. 11 And as I understand it, there's nothing in those 12 photographs that would give you any information about 13 the water condition was at that time? 14 A. I don't believe so. It's very difficult to take 15 --- to get water conditions from a still photograph, 16 particularly. 17 Q. All right. 18 You didn't glean much, if anything from those 19 photographs, did you? 20 A. No, sir. 21 Q. As far as the ocean or the surf condition? 22 A. No, sir. 23 Q. Okay. 24 Going back to this concept of closing the water, 25 in August 24, 2018 when was the water supposed to

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Page 178 1 closed? 2 A. Probably after ten o'clock when they got the 3 warnings. 4 Q. And what warning did they receive? 5 A. They got a warning from the National Weather 6 Service that said significant longshore currents and 7 rip currents. 8 Q. Okay. 9 Have you seen the National Weather Service 10 bulletin that was --- that you claim that was issued 11 at 10:00 a.m. that day? 12 A. No, I --- I'm using the information that was 13 provided in the depositions by the people who were 14 there that day. 15 Q. Okay. 16 But you haven't seen the National Weather 17 Service, actual bulletin from that day, have you? 18 A. I don't believe so. 19 Q. Okay. 20 And then how much of the water was supposed to be 21 closed? 22 A. Well, wherever those currents were significant. 23 In areas --- sometimes --- well, of course, the rips 24 are more significant in some areas than other areas. 25 So that's where they should close it, or close it	Page 180 1 You don't know when they --- if they existed when 2 they started? 3 A. Based on Holly Robinson's deposition, they were 4 there at ten o'clock in the morning. 5 Q. Okay. 6 ATTORNEY THOMPSON: 7 Mullins, are you still there? 8 ATTORNEY MCLEOD: 9 Yeah, I'm still here. 10 ATTORNEY THOMPSON: 11 Okay. 12 ATTORNEY MCLEOD: 13 I'm just going through my e-mails. 14 ATTORNEY THOMPSON: 15 I'm sorry, the screen went dark. I just 16 wanted to make sure. 17 ATTORNEY MCLEOD: 18 Yeah, no. Not to stop the video, but 19 I'm right here. 20 ATTORNEY THOMPSON: 21 Okay. 22 Maybe you can mute it and just leave 23 your face on there so that I know you there. I'd hate 24 to get halfway through this and then you be off. 25 Is that all right?
Page 179 1 wherever there's not a lifeguard in the stand. 2 And again, most of these lifeguards, the vast 3 majority of these lifeguards based upon the 4 information we have were not qualified to be there. 5 They had no business being in those stands. 6 Q. Doctor, I wasn't asking you about lifeguards, I'm 7 asking you about the portions of the water that should 8 be closed based on the weather conditions. 9 And can you tell me the answer to that question, 10 what portions of the water should have been closed on 11 August 24, 2014? 12 A. Wherever the strong currents existed. And 13 wherever there wasn't --- 14 Q. I ---. 15 A. --- and wherever there wasn't a lifeguard in the 16 stand. 17 Q. Okay. 18 And --- and how do you determine a strong current 19 as opposed to a weak current? 20 A. Professionals on the beach would determine that. 21 Q. You don't have any information about where rip 22 currents were located on the beach on August 24, 2018, 23 do you? 24 A. Not specifically, no, sir. 25 Q. Okay.	Page 181 1 ATTORNEY MCLEOD: 2 Yeah. Except I do need to take a quick 3 bathroom break at some point. 4 ATTORNEY THOMPSON: 5 Well, we can do that now. 6 ATTORNEY MCLEOD: 7 Okay. 8 How much more do you think you got? 9 VIDEOGRAPHER: 10 Going off the record at 2:17 p.m. 11 OFF VIDEO ***** 12 --- 13 (WHEREUPON, A PAUSE IN THE RECORD WAS HELD.) 14 --- 15 ON VIDEO 16 VIDEOGRAPHER: 17 Going back on the record at 2:24 p.m. 18 BY ATTORNEY MCLEOD: 19 Q. Okay. 20 Dr. Griffiths, I'm going to sort of cover two, I 21 think, issues maybe back and forth a little bit. 22 Maybe they cross. 23 With regard to the lifeguards, my understanding 24 is that your biggest concern is that your biggest 25 concern is simply there's no documentation of their

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Page 182 1 training. 2 Is that correct? 3 A. No, that's --- that's not my only concern. 4 That's one of my concerns, to point to the fact that 5 they were not pretested, qualified and in-service 6 training. I mean, I have no record of that, and based 7 upon their lack of response, and based upon the dual 8 role, even if they were qualified, even if you had 9 Aquaman or Aquawoman in the stands, if they're renting 10 merchandise and --- and making change and taking 11 credit cards and writing receipts, they can't be 12 watching the water. 13 Q. And we'll get to the dual role, I promise you we 14 will. 15 Okay? 16 I'm asking you right now is, with regard to the 17 lifeguard training, right, and as I understand it, the 18 Lack's Beach Service program if you will, their 19 training regimen was consistent with and met the USLA 20 standards. 21 Correct? 22 A. Oh, no. Absolutely not. Even Mr. Lack's --- 23 George Lack's admitted that they didn't. 24 Q. I'm asking you whether they had a standard, 25 whether they met it or not, whether they followed	Page 184 1 A. No, it's --- no, I can't. 2 ATTORNEY MCLEOD: 3 Okay. 4 Can we go off record. 5 VIDEOGRAPHER: 6 Going off the record at 2:28 p.m. 7 OFF VIDEO 8 --- 9 (WHEREUPON, A PAUSE IN THE RECORD WAS HELD.) 10 --- 11 ON VIDEO 12 VIDEOGRAPHER: 13 Going back on the record at 2:32 p.m. 14 BY ATTORNEY MCLEOD: 15 Q. Okay, Dr. Griffiths. 16 I apologize. A challenge with some of the 17 technology here. But I understand you have a copy of 18 your transcript. 19 Correct? 20 A. Yes, sir. 21 Q. And I was asking you the question earlier about 22 the --- the training regimen, if you will, what Lack's 23 had put together and that it met the qualifying 24 standard and your testimony just a couple minutes ago 25 was it did not.
Page 183 1 through or not, I'm asking you about the first 2 instance, did they have a program that they developed 3 in training their lifeguards that was consistent with 4 USLA standards? 5 A. It wasn't consistent with USLA standards. They - 6 -- they didn't time a run on the beach, they didn't 7 pick up a weighted object and tow it. They didn't do 8 training swims regularly on a daily basis on the 9 beach. You know, on and on and on. 10 Q. Okay. 11 Dr. Griffiths, I'm going to ask you to look at 12 one of the exhibits. It's your deposition transcript 13 from December of 2021. 14 A. Okay. 15 Q. If you'll pull it up for me. 16 A. Okay. 17 I'm trying to get there. I'm still trying to get 18 there. I don't see it. What exhibit would it be? 19 000 what? 20 Q. Yeah, it's 01, it says Thomas Griffiths' ---. 21 A. Okay. Yeah. I'm just --- the file type cannot 22 be previewed, download. 23 Q. Let's see. 24 A. It's asking me to download it. 25 Q. You should get an open file.	Page 185 1 Correct? 2 A. Correct. 3 Q. Okay. 4 I want you --- I'm going to get you to look at 5 your deposition transcript for me, and turn to page 6 96. 7 A. I'm there. 8 Q. Okay. 9 Actually, we're going to start at 95, right, at 10 the very bottom. 11 A. Okay. 12 Q. Okay. 13 And --- and --- and it says let's go at it this 14 way. So it's your understanding the City of Myrtle 15 Beach required the lifeguards to be qualified. 16 Correct? 17 A. Correct. 18 Q. Your answer was? 19 A. Correct. 20 Q. All right. 21 And it was up to Lack's to provide the 22 qualifications. 23 Correct? 24 A. Correct. 25 Q. And Lack's would provide to the city the outlier

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Page 186 1 of the methods of which the lifeguards would be 2 qualified. 3 Correct? 4 A. Correct. 5 Q. Now, for 2018 when this incident occurred, did 6 the information Lack's provide to the City of Myrtle 7 Beach include an outline that would qualify the 8 lifeguards? And your answer? 9 A. It was an outline of skills that were going to be 10 presented. I don't know if those skills were actually 11 conducted, and I don't know who was there. And I 12 might add ---. 13 Q. No. Mr. --- Dr. Griffiths this is my time. This 14 is ---. 15 A. All right. 16 Q. I'm not finished with the --- the impeachment. 17 A. Okay. 18 Q. So let me finish. All right. 19 And I'm not --- my question is --- I'm not asking 20 that question. Your answer. 21 A. Okay. 22 Q. You had seen the outline of the qualifications. 23 Correct? 24 A. Correct. 25 Q. And were those adequate? What was your answer?	Page 187 1 A. They appear to be adequate, yes. 2 Q. In December 2021 you said they were adequate, and 3 the question following, in other words, did they meet 4 the standard, and your answer was? 5 A. If they were conducted, yes. They --- they met 6 Lack's standard. 7 Q. Okay. 8 Dr. Griffiths, I'm sorry, I don't want to 9 interrupt. I'm not ---. 10 A. All right. 11 Q. Let me finish this --- 12 A. All right. Sorry. 13 Q. --- line of questioning, and then we'll go from 14 there. 15 A. Okay. 16 Q. All right. 17 So in other words, did they meet the standard. 18 And your answer was? 19 A. If they were conducted, yes. 20 Q. And I said I'm not asking that question. And 21 what did you say? 22 A. I said the outline --- the outline met the 23 standard. 24 Q. And then for clarification, in other words, 25 Lack's had created a qualifying standard, if you will,	Page 188 1 that was appropriate. And your answer was? 2 A. Yes, sir. 3 Q. Okay. 4 So in December of 2021 when I took your 5 deposition, your testimony was that the program --- 6 the standards that were created by Lack's were 7 appropriate, they met the standard. 8 Is that correct? 9 A. That's what I testified to then. 10 Q. Okay. 11 And you're testifying that that's not correct 12 now. 13 Is that true? 14 A. After looking at the personnel files and looking 15 at the training records or lack thereof, it appears 16 that they were hours short, days short. And there 17 wasn't any reports by any instructors or any trainers 18 that anything had been done. When someone --- when 19 someone does training, the instructor and the trainer, 20 the evaluator signs off on what was done, who was 21 there, date, time and place and what was covered, who 22 was absent and when is the makeup session. 23 When it's not written, when it's not recorded, 24 it's not done. 25 Q. Right.	Page 189 1 And I understand, and that was the same issue you 2 had in December 2021; right, is that you just don't 3 have any written documentation of whether the training 4 was concluded or completed. 5 Correct? 6 A. Yes. But --- but upon closer examination, it 7 appears that they didn't do the requisite USLA 8 qualifications. They created their qualifications 9 which seem to be --- which appear to be --- which are 10 substandard. It's less than 40 hours of training in a 11 shorter period of time. 12 Q. In December 2021, you told me under oath that 13 their training program, their qualifying standard met 14 the standard. 15 A. According to the created --- and according to 16 what I had reviewed to that date. And I said then and 17 I said now, I didn't go over the training records as 18 carefully as --- as I should have. 19 Q. But you had them. 20 Correct? 21 A. I did have them. They were a mess, but I did 22 have them. 23 Q. Right. But you had them. You could have 24 reviewed them before the deposition, you didn't. 25 A. Correct.

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Page 190 1 Q. Is that right? 2 A. I reviewed them, but I didn't review them in 3 depth to try to match up dates, times and places? 4 Q. Okay. 5 But you didn't have no problem telling me under 6 oath in December of 2021 that the standard was met, as 7 far as creating the standard, the only question was 8 whether there was follow-up. That's what you said in 9 December of 2021. 10 Correct? 11 A. And the questions were just the written outline. 12 That's the only thing we were focusing on, I believe, 13 was the written outline. 14 Q. Right. And that was my point, right. So you got 15 to start somewhere. You got to have the --- the 16 program, the outline, whatever it is you're going to 17 do, Lack's had to present that to the city each year. 18 Correct? 19 A. Yes. 20 Q. And my understanding is that you didn't have any 21 problem with --- you agreed with the program, the 22 outline that was presented by Lack's to the city for 23 training purposes. The only question was whether they 24 followed through with it or not. 25 A. Right. I don't know if anyone did that training.	Page 192 1 four days. 2 Q. Okay. 3 You still got your transcript. 4 Right? 5 A. Yes, sir. 6 Q. Okay. 7 Look at page 97. 8 A. I got it. 9 Q. Okay. 10 A. Yes, sir. 11 Q. And maybe this will help clarify the situation. 12 If you look at line 12 on page 97. 13 A. Yes, sir. 14 Q. My question to you was you got to come up with 15 online standard of the qualifications. 16 Correct? 17 A. Correct. 18 Q. And those were there in 2018. 19 Correct? 20 A. Yes. For ---. 21 Q. No, Dr. Griffiths --- please. 22 A. Yes. 23 Q. You have to let me finish. 24 A. All right. Yes. Correct I said. 25 Q. All right.
Page 191 1 There's no record. 2 Q. Again, I'm not trying to get through the step 3 one, the first step. 4 A. Okay. Okay. 5 Q. The program itself, what Lack's told the city it 6 was going to do, that met the standard in 2018? 7 A. Their standard, yes. 8 Q. Okay. 9 Dr. Griffiths, I didn't ask you about their 10 standard in 2021, December. I asked you about the 11 standard, it met the standard, your standard. 12 Right? 13 A. It's my impression --- it's my impression you 14 asked about Lack's' standard. 15 Q. Okay. 16 A. It says understand that the City of Myrtle Beach 17 required lifeguards to be qualified. It was Lack's 18 that provided the qualifications. Lack's. City of 19 Myrtle Beach. It doesn't say USLA. 20 Q. So you're saying to me today --- do we need to go 21 back through that line of questioning again? Do we? 22 A. No, I'm just saying upon closer examination it 23 appears that in review of the training records that 24 even their --- their requirements for Lack's fell 25 short. There was no way they could do 40 hours in the	Page 193 1 And so --- and those were there in 2018. 2 Correct? 3 A. Correct. 4 Q. And they met the standard for an ocean 5 lifeguarding outfit. 6 Correct? What was your answer? 7 A. It was correct, yeah. 8 Q. The outline ---? 9 A. The outline, yes. The outline. 10 Q. That's what you testified to. 11 Correct? 12 A. Yes, sir. 13 Q. That the standards that were submitted by Lack's 14 to the city with regard to the training of lifeguards, 15 met the standard for an ocean life --- lifeguarding 16 outfit. That's what you testified to. 17 Correct? 18 A. Yes. And I would agree the written outline --- 19 the written outline did, yes. 20 Q. Okay. 21 Well, it sounds like we got sideways on there, 22 because I thought you were testifying otherwise today. 23 You're still opinion is consistent with December that 24 the outline training program that Lack's provided to 25 the city about what they were going to do, right, that

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Page 194 1 was appropriate? It met the standard for an ocean 2 lifeguarding outfit in 2018. 3 Correct? 4 A. That's what I testified to, the written outline. 5 Q. And then the issue just then becomes whether they 6 follow through with that outline or not, and really 7 the big problem for you is there's not any records, 8 any documents, any lists that you can put your fingers 9 on that then says whether they did or didn't. 10 A. Yes. That's not the only issue, but that's a 11 major issue, yes. 12 Q. Okay. Okay. 13 With regard to the lineup on August 24, 2018, 14 okay, my understanding is --- at least from the 15 franchise agreement, when you looked at it and offered 16 testimony to me in December 2021, you felt the 17 franchising agreement provided adequate staffing. You 18 didn't have any problem with the way the agreement was 19 written for staffing the beach. 20 Is that correct? 21 A. What you --- as far as the franchise agreement? 22 Q. Yes. 23 A. On the date --- I don't know how I would ever 24 agree to that. The day of the --- the incident they 25 were willfully understaffed.	Page 196 1 franchise --- franchise agreement itself were 2 deficient, other than the dual role piece. And your 3 answer? 4 A. It --- it --- it was deficient, because ---. 5 Q. Dr. Griffiths --- Dr. Griffiths, please. 6 A. Oh, my answer. I'm sorry. I'm so sorry. I 7 apologize. I'm --- I'm ---. 8 ATTORNEY MCLEOD: 9 And let me just state for the record, 10 Trey. You're going to have to let him answer the 11 question. You keep cutting him off and you can't do 12 that. 13 Okay? 14 He gets to answer and explain. And if 15 you'd just pay him that respect, I would appreciate 16 it. 17 ATTORNEY MCLEOD: 18 And I appreciate that, but I'm asking 19 him about --- and I'm cross examining him about his 20 transcript, and until I'm finishing with those, then 21 he's interrupting me. So I would ask that I finish 22 cross examining him on the impeachment material, and 23 then he can explain. He can't, in the middle of it, 24 explain. I'm not finished with my question. 25 THE WITNESS:
Page 195 1 Q. All right. 2 And --- and this is kind of the same issue as 3 before, right. I'm asking you first about whether the 4 franchise agreement, the way it was drafted, the way 5 that it was configured, if you will or contemplated, 6 that it was sufficient in the way it was drafted, it 7 was just deficient in the way it was executed? 8 A. No, I can't agree to that. Because --- because 9 they were using dual role lifeguards. I mean, the --- 10 the agreement begins talking about a beach service 11 company, not a lifeguarding company. And the majority 12 of people that they enumerated that were required were 13 in --- in the city's terms, they weren't lifeguards 14 only. They all should have all been lifeguard only. 15 So I don't agree. 16 The agreement is not providing adequate lifeguard 17 services because they're performing dual roles. 18 Q. And Dr. Griffiths if you'll take the transcript 19 and turn to page 157? 20 A. Got it. 21 Q. Okay. 22 157, starting at line nine, right. The question. 23 A. I have it. Yes. 24 Q. Are you offering any opinion that the franchise 25 agreement and the staffing requirements of the	Page 197 1 Okay. I got it. I got it. 2 BY ATTORNEY MCLEOD: 3 Q. Dr. Griffiths, --- 4 A. Yes. 5 Q. --- let's start over, okay. 6 A. Yes. 7 Q. On page 157. 8 A. Got it. 9 Q. Line nine. Are you offering any opinion that the 10 franchise agreement and the staffing requirements of 11 the franchise agreement itself were deficient, other 12 than the dual role piece? 13 A. And my answer was at that time --- oh, my answer 14 was a question. Were the requirements of the 15 franchise agreement deficient? 16 Q. Yes. Like the number of lifeguards, the number 17 of towers. And your answer? 18 A. My answer then in December was no, I don't think 19 so. I don't think so. As drawn on, I don't think 20 they were deficient. As practiced, I think they were 21 deficient. 22 Q. Right. And this is my point. 23 Right? And that is franchise agreement, at least 24 in December of 2021, you reviewed it, and you felt 25 that the staffing that was provided in that agreement

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Page 198 1 was appropriate. 2 Correct? 3 A. But --- but yes, I have to add something. 4 Q. You answer my question and then you can provide a 5 ---. 6 A. I just answered your --- 7 Q. I'm asking you a question 8 A. I answered the question. But there's --- there's 9 a caveat. I didn't realize the city also allowed for 10 a third of the --- the lifeguard staff on the beach in 11 the 12 miles to go to lunch on an alternating basis. 12 So they vacated their stands. I didn't realize 13 the significant number of lifeguards that would vacate 14 their stand. And the only thing that they were asked 15 to do was to drop their flag and to fold up their 16 umbrella. There was no --- so therefore, it wasn't 17 adequate when you put up --- when you remove those 18 lifeguards from their stand with no alternative 19 guarding or protection strategies offered. So that 20 was deficient in the agreement. 21 Q. Right. But you had the franchise agreement 22 before we took the deposition. 23 Correct? 24 A. Yes. 25 Q. And you didn't provide me any information,	Page 199 1 evidence or opinion that it was deficient in the way 2 that it was dropped at that time, did you? 3 A. At that time, no. But --- but I'm telling you 4 now it was deficient based upon my further review to 5 see how many people, based upon this log sheet that we 6 have, the lineup, how many people were going to lunch 7 and vacating their stands. 8 Q. Right. 9 It's very clear in the franchise agreement when 10 lifeguards are going to go to lunch as far as how 11 they're going to go. 12 Right? Every third is going to lunch. That's in 13 the franchise agreement, is it not? 14 A. Yeah. Every --- every third chair is going to be 15 vacated and abandoned. 16 Q. And you knew that, you knew that before you 17 testified in December. That's not a mystery. It's in 18 the agreement that that's the manner in which the 19 lifeguards are going to lunch. 20 Correct? 21 A. Yeah, but I didn't fully appreciate it until I 22 reviewed it after the deposition. 23 Q. Okay. 24 Now, at the time of the incident that we're here 25 about today, lifeguard Kacper at L-21 was at lunch.	Page 200 1 Correct? 2 A. That's what it says. Yes, sir. 3 Q. Do you have any reason to believe or have any 4 information that he was not at lunch? 5 A. No. I don't have any confirmation one way or the 6 other. We know he was absent. He said he was at 7 lunch, and that's all we have to go by. 8 Q. Okay. 9 Are you going to --- are you offering any 10 testimony today that he was doing anything other than 11 lunch? 12 A. No, I cannot. 13 Q. Okay. 14 At the time that Mr. Kacper was at lunch, the 15 lifeguards at L-22 and L-20 would be on duty 16 responsible for over watching his water. 17 A. That is correct. That's the way it's supposed to 18 work. 19 Q. Okay. 20 Now, so when Kacper at L-21 went to lunch, and 21 there was no requirement in the franchise agreement 22 for anyone to sit in his chair. 23 Correct? 24 A. It was not in the agreement. The franchise 25 agreement. That is correct.	Page 201 1 Q. In other words, it wasn't a requirement for 2 anybody to go take that chair? 3 A. Correct. Or close the water. 4 Q. I understand. Now, with regard to the LGO, 5 right, LGOs, as you understand it pursuant to the 6 agreement have a six stand territory? 7 A. Yes. 8 Q. In other words, the LGO and --- you understand 9 the LGO's on foot. 10 Correct? 11 A. Correct. 12 Q. So the LGO then couldn't be as many as five, six 13 blocks away from a chair where something happens. 14 Correct? 15 A. Or eight or nine as in this case. 16 Q. I'm talking about under the circumstances where 17 you have a lifeguard only on duty, they're going to 18 have a six stand territory to cover. 19 Correct? 20 A. That is true. 21 Q. So if you have a lifeguard only on duty, right, 22 that lifeguard only can be as many as five blocks away 23 from an event occurring. 24 Correct? 25 A. Correct.

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Page 202 1 Q. Do you know that lifeguards only, they don't have 2 any kind of set schedule? In other words, they don't 3 have to be at L-21 at 12:00, they don't have to be at 4 L-22 at 3:00? There's no schedule for them, you 5 understand that. 6 Right? 7 A. That's true. 8 Q. So in any particular day, at any given time, 9 there's no way to predict where that lifeguard only is 10 going to be on the beach. 11 Correct? 12 A. Not under their --- their current format. 13 Correct. 14 Q. I mean, under the --- under the format of 2018, 15 there's no way to determine where an LGO was at any 16 given point during the day? There was no schedule for 17 it. 18 Right? 19 A. There doesn't appear to be. No, sir. 20 Q. Okay. 21 So there would be no way to know --- no way to 22 say okay, LGO, you know, X had to be at L-21 at this 23 time period? That didn't exist, did it? 24 A. It wasn't in writing, no. 25 Q. I mean, in writing or in practice, was it? I	Page 204 1 been five blocks away? 2 A. Under the agreement, yes. 3 Q. And that would be in accordance with the terms of 4 the agreement between the city and Lack's Beach 5 Service. 6 Correct? 7 A. That seems to be true. 8 Q. And I need to take one step back and just kind of 9 close the loop on the training piece. If the 10 lifeguards had submitted to the training that was 11 outlined and they passed that training, they would 12 have been qualified in 2018. 13 Correct? 14 A. They would have been qualified according to the 15 outline set up by Lack's. 16 Q. Okay. 17 Which you testified to in December 2021 was 18 adequate and met the standard for an ocean 19 lifeguarding outfit at that time. 20 Correct? 21 A. As I testified in December. 22 Q. Okay. All right. 23 Dr. Griffiths, I want to address the dual-role 24 issue with you. 25 Okay?
Page 203 1 mean, you haven't seen anything to suggest that there 2 was a practice where the LGO had to go to each tower 3 every 30 minutes or every 5 minutes or every hour, did 4 you? 5 A. No, sir. 6 Q. Okay. 7 When Kaeper went to lunch, he was going to lunch 8 in accordance with the terms of the Franchise 9 Agreement. 10 Correct? 11 A. As I understand it. 12 Q. And then, obviously, for this particular incident 13 that occurred on August 24th, 2018, there was no 14 guarantee, there was no schedule or anything that an 15 LGO would have had an L-21 at the time that Mr. Wolde 16 got in trouble? 17 A. There was nothing drawn up for that possibility, 18 no. 19 Q. And an LGO was not required to be there at the 20 time that Mr. Wolde got in trouble? In other words, 21 he wasn't supposed to be at L-21 at that time, was he? 22 A. It could have --- it should have been arranged, 23 but it wasn't. 24 Q. That LGO for that period or that L-21 space at 25 the time of Mr. Wolde's trouble, that LGO could have	Page 205 1 A. Yes, sir. 2 Q. All right. 3 And to be clear, when we talk about dual roles in 4 this case, you're describing the role of a lifeguard 5 in watching water. primarily. 6 Correct? 7 A. Yes. Watching the water and the people in the 8 water, yes. 9 Q. Okay. 10 And a lifeguard has no other role other than 11 watching the water? 12 A. Right. That's their primary responsibility. 13 Q. Well, what's their secondary responsibility? 14 A. Well, secondary responsibility can be assigned as 15 needed, but they can't be performing surveillance at 16 the time that they do those secondary --- secondary 17 requirements. 18 Q. What kind of secondary assignments can be 19 allowed? 20 A. Well, you could have lifeguards --- allowed? 21 Q. Yeah. I mean, if you say they have a primary. 22 Now, you said they have a secondary. So what else can 23 they ---? 24 A. Well, we don't want secondary duties encroaching 25 upon the primary responsibility. Every Health

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Page 206	Page 208
1 Department says and every lifeguarding agency says 2 they cannot be doing secondary duties when they're 3 providing patron surveillance. 4 Q. Okay. 5 So a lifeguard, when on the tower, has no 6 responsibility other than watching the water? 7 A. That's correct. 8 Q. And so your issue here today is, then, that when 9 a lifeguard is involved in the process of renting 10 equipment, then that distracts from the primary role. 11 Is that correct? 12 A. Yes, definitely. 13 Q. Okay. 14 What was the process in 2018 for renting 15 equipment on the beach in Myrtle Beach? 16 A. Customers would come up to them and ask them --- 17 show them where they wanted a chair. If they wanted a 18 chair, they would take the money. If they needed --- 19 if they didn't have enough money for cash or if it was 20 a credit card, they would call a supervisor or manager 21 who would come by and help them with that. They would 22 help them set up the chair and the umbrella, if they 23 needed to. And basically that was it. 24 Q. Do you know that the chairs and umbrellas were 25 set, as I think you described early in your testimony,	1 could take longer or shorter, depending upon the 2 situation. 3 Q. And that's a good segue here. I want to address 4 real quick the lifeguards that you talk about not 5 being able to speak English. 6 Have you met Alex, Lucas or Kacper? 7 A. No, sir. 8 Q. All right. 9 Have you talked to them? 10 A. No, I have not. 11 Q. Do you have any understanding about their ability 12 to communicate the English language? 13 A. I don't know. But based upon the information in 14 Alex's file, the only responses that he provided were 15 written in Russian, so that's a pretty good indication 16 that he couldn't write English. 17 Q. Okay. 18 You don't have any information. 19 You've never been in front of any of these men, 20 have you? 21 A. That is correct. 22 Q. Okay. All right. 23 So ---? 24 A. But I need to --- I have some information. A 25 woman who wrote to the city and complained about her
Page 207	Page 209
1 at the beginning of the day. 2 Correct? They don't move? 3 A. Right. They're set out in a row, yes, I 4 understand that. 5 Q. Okay. 6 So when you just said what was involved in the 7 transaction, that they would set up the chairs or the 8 umbrellas, that's not part of it, is it? 9 A. No. No. You're right. But I did read somewhere 10 if a --- if a customer asks for assistance with the 11 chair and the umbrella, whatever that meant, the 12 lifeguard --- it was their responsibility to help 13 them. 14 Q. Okay. 15 So if we're not moving umbrellas and chairs, then 16 what is the process? Somebody comes up and says I 17 want to rent a chair and umbrella, how long does that 18 take? 19 A. Well, we established that they're not setting it 20 up, but they're making the --- the payment. The 21 lifeguard is taking the payment. 22 Q. How long does the process last? 23 A. I don't know. It depends upon their fluency in 24 English. It depends upon the understanding of the 25 customer. I don't know. It could take minutes. It	1 not being able to set her chair, she stated that the 2 lifeguard, in very broken English, said that the beach 3 was owned by Lack's and she couldn't set up her chair 4 where she wanted to. So she indicated in the email 5 that that lifeguard who was attending to her spoke 6 very poor English. That was one example --- 7 Q. All right. 8 A. --- that there was a problem. 9 Q. I want to ask you a question. I'm sorry. 10 A. I'm done. 11 Q. Was that Alex? 12 A. I don't know who that was. 13 Q. Was that Kacper? 14 A. I don't know. 15 Q. Was that Lucas? 16 A. I don't know. 17 Q. So you have no, again, information about whether 18 the three individuals at L-20, 21 and 22, you don't 19 have any information about their ability to speak the 20 English language? 21 A. That appears to be true. 22 Q. All right. 23 So going back to the transaction, how long does 24 it take? 25 A. I can't say that. It could take minutes. I

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Page 210 1 don't know. But it's not just the physical 2 transaction. It's the mental involvement prior to and 3 after the transaction. You know, it's not only your 4 eyes looking at the receipts or your eyes looking at 5 the cash or the credit card, but it's the brain 6 engaging on that transaction prior to, during and 7 after that transaction takes place. 8 Q. Do you know how many transactions occurred on 9 August 24th, 2018? 10 A. I only know in dollar value on those three 11 stands, \$1,400 worth, approximately. 12 Q. All right. 13 I'm not asking you about the revenue. I'm asking 14 about transactions, because do you know that many of 15 these chairs and umbrellas are rented on a weekly or 16 multi-day basis? In other words, there's not a 17 transaction for every chair or umbrella every day. 18 You know that. 19 Right? 20 A. I don't know what that number is, no. 21 Q. Okay. 22 But you understand the concept. 23 Right? 24 I mean, not every chair and umbrella, you know, 25 starts the day unrented, if you will, that they're all	Page 212 1 but I have more than once. 2 Q. How about the 2017 version? 3 A. I have that. I have looked at it. I don't 4 believe I've read the whole thing, but I do have a 5 copy of that. 6 Q. Okay. 7 So I'm going to refer to a couple sections. If 8 you want to pull it out or --- 9 A. I don't have it with me, no, sir. 10 Q. Okay. 11 On page 24 of the USLA Manual it says some life 12 --- some American lifeguards are armed police officers 13 serving a dual role of rescue and law enforcement. 14 Are you familiar with that concept? 15 A. Yes, sir. 16 Q. Okay. 17 And in fact, in the USLA Manual there's a 18 photograph of a lifeguard putting handcuffs on an 19 individual next to a lifeguard truck. 20 A. Okay. 21 Q. Are you familiar with that? 22 A. Yes, sir. 23 Q. Okay. 24 So USLA understands, condones dual-role 25 lifeguards?
Page 211 1 empty? In fact, there may be quite a number of them 2 that have already been rented for the week or rented 3 for a number of days. You know that. 4 Right? 5 A. I understand that's a possibility, yes, sir. 6 Q. Okay. 7 So you don't know how many transactions may have 8 occurred specifically on August 24th, 2018, do you? 9 A. I don't know that. But what I do know is no 10 transaction should take place on a --- on a surf 11 beach. 12 Q. I understand. And I'm just trying to get an 13 understanding of what amount of time it takes to get 14 that transaction done. And I haven't heard you give 15 me an answer on that. 16 A. Yeah, because that's immaterial. The fact that 17 they're doing the transaction, that's the key to this 18 case, not the amount of time. 19 Q. All right. 20 So again, the concept being that there's some 21 kind of divided attention or distraction. 22 Is that right? 23 A. Yes, sir. 24 Q. Have you read the USLA Manual? 25 A. I have more than once. I haven't memorized it,	Page 213 1 A. When it comes to the public safety of the people 2 on the beach. That --- that person in handcuffs was a 3 hazard to the other people on the beach, and so --- 4 Q. That lifeguard --- I'm sorry. 5 A. He was a hazard on the beach, and that's why he 6 was cuffed. And that's --- and that's also why they 7 have police officers patrolling the beaches, to keep 8 the beach safe, not to sell merchandise. 9 Q. Do you have any information to suggest that 10 handcuffing or arresting an individual takes more or 11 less time than renting an umbrella? 12 A. If it was a well-run USLA-certified beach, the 13 person handcuffing and doing the police enforcement 14 would have asked someone to watch his water if his 15 responsibility --- primary responsibility was watching 16 the water. And we don't know that it was on that day. 17 Q. But the USLA Manual specifically talks about dual 18 roles of the lifeguards? 19 A. Yeah. And those dual roles could have been and 20 probably were, knowing the people who write the stuff 21 for USLA, those dual roles --- roles were probably 22 conducted separately. In other words, water 23 surveillance would be at one given time and then 24 police enforcement would be another. 25 Q. Now, USLA also talks about the other

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Page 214 1 responsibilities and roles a lifeguard has other than 2 watching the water. You're familiar with that. 3 Right? 4 A. Yes, sir. 5 Q. And we'll go through a couple of them. Conflict 6 resolution, that's a lifeguard's responsibility. 7 Correct? 8 A. Correct. 9 Q. In other words, if a couple beachgoers --- 10 somebody's throwing a football or a frisbee and it's 11 interfering with somebody that's laying there, getting 12 some sun, if it's complained about or even if it's 13 not, it's up to the lifeguard to manage that conflict. 14 Correct? 15 A. Yes, but they're trained how to manage that 16 conflict appropriately. They don't take their eyes 17 off the water. They either call for help, they radio 18 for help, for someone in an ATV or a truck to take 19 care of it or they take care of it without taking 20 their eyes off the water. 21 Q. But these are skills. 22 Right? 23 For example, USLA says that lifeguards should 24 have social, diplomatic and managerial skills. 25 Correct?	Page 216 1 Lifeguards have additional functions. Among 2 these are the responsibilities to provide public 3 information and education. 4 Is that correct? 5 A. Correct. 6 Q. In other words, if there's a beachgoer and they 7 want to ask the lifeguard about anything, whether it's 8 a question about the ocean, the weather or perhaps 9 even, you know, the best place to go to a restaurant, 10 those are things that the lifeguard confronts and has 11 to deal with on a regular basis. 12 Correct? 13 A. And they do that. They're instructed how to do 14 that. They keep the conversation short, they keep 15 their eyes on the water. And they apologize for not 16 looking at them face to face, I'm watching the water. 17 Also, many of them have blackboards on the chairs 18 stating many of the things that these guests ask based 19 upon the daily operation. What the wind is, what the 20 currents are, what the conditions are, air 21 temperature, water temperature and so forth they write 22 down on their blackboard at the guard stand on a daily 23 basis. 24 Q. One of the challenges for lifeguards is locating 25 missing persons, particularly children.
Page 215 1 A. Correct. 2 Q. Because they are confronted with these kinds of 3 things on a daily basis. 4 Correct? 5 A. Yes. And the manual also says when you're 6 speaking to a guest or you're correcting someone, have 7 your eyes on the water. In fact, they tell you what 8 to say. Ma'am, I'm looking at you directly, I don't 9 have eye contact because while I'm speaking to you, 10 I'm watching my water. That's what they're instructed 11 to say. 12 Q. In other words, though, there are things that 13 lifeguards do on the beach that are recognized by USLA 14 that they can perform as long as they're just watching 15 the water. 16 Right? 17 A. As long as they're providing safety. As long as 18 they're providing safety to the public beachgoers. 19 Q. How about while the primary job of a professional 20 open-water lifeguard is public safety, the breadth of 21 additional job responsibilities can vary substantially 22 from one locale to the next. 23 Does that sound familiar? 24 A. It sounds familiar. 25 Q. Okay.	Page 217 1 Correct? 2 A. Yes. And they usually call for assistance for 3 that. 4 Q. Do they just sit there when a mother comes up and 5 says I'm missing a child and then say, okay, I'm not 6 going to help you, I got a call in for other people 7 first or do you have an immediate response to that 8 person? 9 A. The beaches I go to usually call for immediate 10 response, and they have the backup guards come to that 11 site. They don't take their eyes off the water. I 12 mean ---. 13 Q. And I understand that, Dr. Griffiths. And what I 14 keep hearing you say is lifeguards do other things on 15 the beach. They just watch the water in addition to 16 doing those things. 17 Is that right? 18 A. No, you're twisting what I'm saying. As I said 19 earlier on, lifeguards are public safety officials and 20 they're there to prevent accidents. And so they are 21 trained if they're going to do anything other than 22 watch the water, is to get assistance or, while 23 they're doing that, continue their watch of the water. 24 Q. Effective beach management includes preventing 25 conflicts by separating incompatible activities

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Page 218 1 whenever possible. This is a part of the lifeguard's 2 preventative role. 3 Is that correct? 4 A. Yes, sir. 5 Q. In other words, again, the lifeguard is policing 6 not just the water, but the beach. 7 Correct? 8 A. Behaviors, yeah, usually with whistle tweets. 9 Yes, that's correct. 10 Q. Experienced lifeguards become experts at beach 11 diplomacy. 12 Correct? 13 A. They should, yes. 14 Q. Well, I mean, because it happens all the time. 15 they're always dealing with the public, --- 16 A. And if ---. 17 Q. --- always dealing with matters that arise, other 18 than in the water? 19 A. And if they do, they have protocols for that. 20 They raise their red torpedo buoy above their head 21 until the adjacent lifeguard signals that they have 22 his or her water. And then, if they have to leave the 23 stand, they do. And then when they come back, they do 24 the same thing. They raise their torpedo buoy above 25 their head to let the adjacent lifeguard stands know Page 219 1 that they've got their water, and then they resume 2 their normal positioning. 3 You're --- the way the questions are going, 4 you're trying to equate what their professional 5 responsibilities are with renting equipment on the 6 beach and that they're similar. They're not similar. 7 Q. Dr. Griffiths, I'm just reading statements out of 8 the USLA Manual about the roles that a lifeguard has 9 on a beach other than watching water. And I assume 10 that you agree that they have other roles. 11 Correct? 12 A. But nowhere in any statement you read that it 13 said other than watching the water, do this. It only 14 says in that book when you do these things, keep your 15 eyes on the water or call for assistance. You're 16 leaving that part out. 17 Q. But again, how does a lifeguard identify 18 conflict? How does a lifeguard identify what's going 19 on on the beach without seeing it in the first 20 instance? That means they're not watching the water. 21 Correct? 22 A. You can use your central field of vision to see 23 the water and use your peripheral vision to detect 24 inappropriate behavior or behavior that needs 25 assistance. You can do that. That's all in the USLA	Page 220 1 Manual. If you read it completely, that would come 2 out. 3 VIDEOGRAPHER: 4 Counsel, can we take a quick break to 5 change the media? 6 ATTORNEY MCLEOD: 7 Sure. 8 VIDEOGRAPHER: 9 Going off the record at 3:11 p.m. 10 OFF VIDEO 11 --- 12 (WHEREUPON, A PAUSE IN THE RECORD WAS HELD.) 13 --- 14 15 ON VIDEO 16 VIDEOGRAPHER: 17 Going back on the record at 3:20 p.m. 18 BY ATTORNEY THOMPSON: 19 Q. Dr. Griffiths, we talked about some of the roles 20 and responsibilities a lifeguard might have other than 21 looking at the water. But a lifeguard simply looking 22 at the water also has internal distractions on 23 occasion. 24 Correct? 25 A. As everyone does, yes, sir. Page 221 1 Q. Okay. 2 In other words, a lifeguard doesn't have to be 3 distracted by a secondary role, whether it's stopping 4 a guy from throwing a frisbee or whether it's renting 5 a chair, there are internal distractions that can 6 cause a lifeguard to not see what's right in front of 7 them? 8 A. That can happen, yes. 9 Q. I mean, you've written about that. 10 Correct? 11 A. Yes. 12 Q. In other words, does perceptual body blindness, I 13 think, is at least part of what it's called? 14 A. Yes. That's not like --- body blindness is not 15 likely to happen in an ocean environment, though. 16 Q. Okay. 17 Failing to detect the obvious in critical 18 situations, is that kind of the idea? 19 A. Yes. But again, ocean lifeguards have a --- has 20 an environment that is less likely to be distracted by 21 internal distractions from seeing what's happening in 22 the water. Because what happens in the water or the 23 ocean is --- is typically more noticeable and 24 predictable than what happens in a swimming pool or 25 waterpark.

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Page 222 1 Q. Well, I find this interesting, Dr. Griffiths, 2 because this perceptual body blindness concept is in 3 your book, Safer Beaches, which is the last book I'm 4 aware that you wrote about ocean lifeguarding. 5 Is that right? 6 A. That's correct. 7 Q. Okay. 8 So when you start on a tangent talking about 9 pools, this is a concept that is in your book called 10 Safer Beaches. 11 Correct? 12 A. I'm not talking about a tangent. I'm just 13 telling you I developed that concept that all 14 lifeguard trainers should know and all water safety 15 people should know, but I'm telling you an ocean 16 environment is less likely to be affected by 17 distractions because you can predict where the 18 currents are going. You can predict the waves. 19 And because it's a busier environment, a more 20 stressful environment, it's also in that book, 21 probably, that lifeguards are more alert. The best 22 lifeguards in the country are ocean guards. The 23 second best lifeguards are the waterpark guards. The 24 worst lifeguards, less-vigilant lifeguards, are the 25 swimming pool lifeguards. Why? Because ocean	Page 224 1 A. Human beings are, right. That's why you train 2 lifeguards to be good observers. 3 Q. We fail to see the most obvious things because, 4 although our eyes take in a tremendous amount of 5 visual stimuli, very little of the data received by 6 the eyes is actually encoded or recorded by our 7 brains. 8 Correct? 9 A. That's correct. 10 Q. That doesn't have to do with just lifeguards or 11 anybody else. That's a broad statement about human 12 beings, what they see and what they perceive. 13 Correct? 14 A. Correct. 15 Q. Okay. 16 And then obviously human beings similarly expect 17 to see and want to see. That is why lifeguards and 18 parents miss drowning victims. 19 Correct? 20 A. Yeah. But that part --- life --- ocean 21 lifeguards expect to see drowning victims. They 22 expect to see people in distress because of currents, 23 and so that's a total different ballgame right there. 24 Q. Okay. 25 And again, in your beach book, Safer Beaches, too
Page 223 1 lifeguards know they're going to get wet. So you 2 better read all my work and not just take one diagram 3 and apply it to this situation. 4 Q. Dr. Griffiths, does perceptual body blindness 5 exist in your book or not? 6 A. It does, yes, sir. 7 Q. And it exists in your book called Safer Beaches. 8 Correct? 9 A. Yes. But it was first published in my swimming 10 pool books before I put it in the beach book. 11 Q. I understand, but I would assume you put it in 12 your Safer Beaches book because it has application to 13 lifeguards on the beach. 14 A. It could have, yes, but not as readily as the 15 other environments. 16 Q. Okay. 17 But that's not in the book, is it? It doesn't 18 say that this is not that big a deal, that it's only 19 pools that you have to worry about this? 20 A. No, sir. 21 Q. That's not in your book, is it? 22 A. No, sir. 23 Q. Okay. 24 In your book it says human beings are not 25 observers and poor monitors.	Page 225 1 often lifeguards see or sense something out of the 2 ordinary with a swimmer, but continue to scan their 3 zone of coverage with the intent of returning to 4 double check on the swimmer during the returning scan. 5 That's a beach concept. 6 Correct? 7 A. Not --- you know --- you know what, that doesn't 8 apply to most beaches in this country. That mostly 9 applies to boring, rectangular swimming pools. 10 Q. So further in your book it says, when this 11 occurs, what I just described, at a beach, the victim 12 is naturally much more difficult to find because of 13 reduced water clarity and visibility. 14 A. That's true. 15 Q. Is that correct? 16 A. That's true. Once they --- once they submerge, 17 yes. 18 Q. And again, waves and currents may exacerbate the 19 situation. This is in your book. 20 Correct? 21 A. Yeah, that's true. That part is true. When you 22 read this situation, talking about the life -- the 23 body going under the surface of the water, yes. 24 Q. This paragraph is in your hesitation and 25 indecision section of your book.

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Page 226 1 A. Okay. 2 Q. In other words, it's describing how hesitation 3 and indecision come into play with a lifeguard on a 4 beach. 5 A. Yes. 6 Q. That's in your book. 7 Correct? 8 A. Correct. Did I write that or did a visiting 9 author write that? 10 Q. Well, to be fair, the book says Safer Beaches and 11 it has your name, Tom Griffiths, on the front. 12 A. Yeah. But to be fair ---. 13 Q. I mean, did you write it? 14 A. But to be fair, whose words are those, to be 15 fair? 16 Q. Do you have your book? 17 A. No, I don't. 18 Q. Okay. 19 It's the book. The book doesn't say whose words. 20 I assume all these words are yours unless they're 21 quoted from somebody else. 22 A. No. Well, if you read the book, if you look at 23 the chapter those words are described in, there's an 24 author --- if there's a guest author for that chapter, 25 because those don't sound like my words. If they are	Page 228 1 Correct? 2 A. Correct. 3 Q. So whatever is in there, you're vouching for, you 4 are putting out there under your name. 5 Correct? 6 A. Correct. But I wouldn't necessarily espouse it 7 as strongly as perhaps the author who wrote that would 8 is all I'm saying. I may not have emphasized that as 9 much as the visiting author. And we still don't know 10 if those are my words or not. 11 Q. They're in your book, though. 12 Right? 13 A. You keep going back to that. I just --- you 14 know, I said I wrote those words, and I'm just saying 15 perhaps I didn't write those words. 16 Q. Okay. 17 Let's clarify this. If you didn't write it, then 18 I apologize. But they're in your book. 19 A. I agree ---. 20 Q. You'll agree with me on that. 21 Correct? 22 A. I agreed with that. If you read it from my book, 23 it's in my book, but I'm just saying someone else 24 might have written those words and emphasized those 25 two words.
Page 227 1 my words, I apologize, I wrote them. But I'd like to 2 know, if you're quoting from my book, if that's what I 3 wrote or if someone else who I invited to write a 4 section for me placed that in my book. 5 Q. Okay. 6 Well, let me ask you this before we get there. 7 Are you saying, then, that you would put 8 something in your book that you don't agree with? 9 A. I'm just saying those weren't my --- I don't 10 think those were my words. Maybe they were. But if 11 you're saying you said this when I didn't say that, 12 someone else did, then you're misleading people. 13 Q. All right. 14 So let's be clear on that, then. The materials 15 that I'm reading to you from your book, they are your 16 book. 17 A. It's in my book, correct. 18 Q. My question --- my question to you, and I'd like 19 you to answer this one for me, is there anything in 20 your book that you put in there but didn't agree with? 21 A. Not that I --- I don't think so, no. 22 Q. In other words, it's in the book because you 23 agree with it. The book has your name on it and 24 you're putting it out in publication and the public 25 realm with your name on it.	Page 229 1 Q. And before we got off on the --- I guess the 2 words and the language, the simple concept is, for 3 example, a lifeguard can be sitting on the chair and 4 think about a fight they had with their boyfriend or 5 girlfriend the night before or what they're going to 6 do after work the next day or that afternoon. There's 7 those kinds of internal distractions. 8 Correct? 9 A. That's true, but I'm going to --- I'm going to 10 add that it's much less likely when those distractions 11 do pop up to a well-trained surf lifeguard, he or she 12 are better at staying focused on the water because 13 they know how quickly trouble can arise in the water, 14 particularly with waves, winds and currents. 15 Q. Right. 16 But you can't --- you cannot eliminate the 17 internal distractions to the lifeguard? 18 A. I will --- I will agree with that, yes, sir. 19 Q. All right. 20 With regard to August 24th, 2018, what was the 21 lifeguard at L-22 doing when Mr. Wolde got into 22 trouble? 23 A. I have no idea what he was doing at L-22. And I 24 think that was Alex, I think. I don't know what he 25 was doing.

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Page 230 1 Q. You don't have any information one way or the 2 other what he was doing? 3 A. Correct. 4 Q. How about the lifeguard at L-20, do you have any 5 information about what the lifeguard at L-20 was doing 6 when Mr. Wolde got into trouble? 7 A. I have no idea, sir. 8 Q. In other words, for today, you don't have any 9 evidence that they were involved --- either 22 or 20 10 were involved in any commercial transaction when Mr. 11 Wolde got in trouble, do you? 12 A. I don't have a photograph with a timestamp 12:30 13 or 12:45, when the incident occurred, that they were 14 renting merchandise. But based upon the sales between 15 the three of them, they had rented quite a bit of 16 equipment prior to that time. 17 Q. Okay. 18 A. Prior to or during. I don't know. But the sales 19 receipts say that the three of them sold \$1,400 worth 20 of equipment. 21 Q. I thought that was going to be an easy question. 22 And we'll back up. The question first was, do you 23 have any information about what L-20 or L-22, what 24 either one of those lifeguards were doing when Mr. 25 Wolde got in trouble?	Page 232 1 didn't think it pertained to me. And sure enough it 2 does because it exemplifies and highlights the fact 3 that sales were taking place during the day. And the 4 beach was closed shortly thereafter. 5 So all three were engaged in sales. And I would 6 say that that, in part, contributed --- that dual 7 role, in part, led to the accident, because they were 8 all used to providing --- and if you look at all the 9 other stands, they were all renting merchandise as 10 well. 11 ATTORNEY THOMPSON: 12 Objection, nonresponsive. Move to 13 strike. 14 BY ATTORNEY THOMPSON: 15 Q. Dr. Griffiths, the question was did --- well, let 16 me ask you this. You said the receipts. 17 You've seen a receipt that L-20 or L-22 created 18 at the time that Mr. Wolde got in trouble? 19 A. I misspoke. I didn't see the receipts, actual 20 receipts. I saw the totals of their transactions is 21 what I saw. 22 Q. Right. 23 And so that dovetails back --- I want to make 24 sure we're clear on that because it suggested that 25 maybe you had some information to suggest that they
Page 231 1 A. I do know what they weren't doing. They weren't 2 responding to Mr. Wolde. 3 Q. What were they doing? 4 A. I don't know what they were doing. 5 Q. Okay. 6 So if we follow that up with, do you have any 7 evidence that they were involved in any kind of 8 commercial transaction, your answer will be? 9 A. I don't have any evidence at that specific time, 10 but I do know they were engaging in, during the day, 11 selling merchandise, renting merchandise. 12 Q. In other words, do you have any evidence that the 13 dual role contributed to the cause of the loss of Mr. 14 Wolde on August 24th, 2018? 15 A. In my deposition I know I said no. I disagree 16 with that now. 17 Q. Well, that's what you said in December of 2021. 18 You were ahead of me because you knew where I was 19 headed. 20 Right? 21 A. Yeah, I did, because --- and that jumped out at 22 me when I reviewed my deposition, after reviewing the 23 records, because, as I told you in my deposition, I 24 didn't look at the sales slips. You asked me about 25 that, and I said I didn't look at that because I	Page 233 1 were engaged in some kind of commercial activity when 2 Mr. Wolde got in trouble. 3 And you don't have that information, do you? 4 A. I have information that they were engaged during 5 the day. And I know the beach was closed shortly 6 thereafter. And I do know they didn't respond. And I 7 do know that there was distress that could be heard 8 and could be seen. So if I put all those three things 9 together, I would say, with a reasonable degree of 10 certainty, that the dual role had something to do with 11 their lack of recognition, detection and response. 12 Q. Right. 13 And you agree and you know, because you knew this 14 was coming, that's not what you testified to in 15 December 2021? 16 A. I admitted to that. And also in December of 2021 17 I told you I didn't review the rental tallies. I 18 didn't review those. And I told you afterwards --- 19 today I told you that I did go back and review it and 20 I found that they were significant. 21 Q. Right. 22 And again, it's just a number, but you don't have 23 any specific receipts showing what L-20 or L-22, two 24 lifeguards north and south of L-21, were doing when 25 Mr. Wolde got in trouble?

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Page 234 1 ATTORNEY MCLEOD: 2 Objection, asked and answered. 3 THE WITNESS: 4 I don't think I need any specific 5 receipts for that specific time. The fact that they 6 weren't doing it, again, as we were talking about the 7 psychological aspects, even though they may not be 8 engaged at the moment when Mr. Wolde got in trouble, 9 prior to his incident certainly they were. And I 10 don't know if during the incident they were, but there 11 were too many lapses in supervision. There had to be 12 a cause. And we have multiple absences here. 13 BY ATTORNEY THOMPSON: 14 Q. Was L-22 on the tower? 15 A. I don't know if they were working that day. I 16 don't know where they were or what they were doing. I 17 do know they were renting equipment. That's --- 18 that's the only proof I know that they were present, 19 was that they were --- they were renting equipment. 20 Q. Do you know how long Mr. Wolde's distress was? 21 A. I don't know. I don't have a time estimation for 22 that. 23 Q. Do you know how much time a lifeguard would have 24 had to see Mr. Wolde in distress? 25 A. I can't predict that. But knowing where the	Page 236 1 to keep your head above the water. We know that about 2 a drowning victim. We went through the distress 3 process first, which gives you a more visible and 4 audible display. 5 Q. All right. 6 So now you're offering some amount of testimony 7 about the time. 8 How long was it that he was in distress? 9 A. I can't say that and I'm not going to venture a 10 guess. I can't say that. 11 Q. All right. 12 How deep was Mr. Wolde when he got into distress? 13 A. When he began in distress, every indication from 14 witness statements and incident reports, it appears to 15 be he was in waist-deep water initially. And then his 16 son said they went to chest-deep water, and then they 17 got in over --- over their heads. 18 Q. Have you reviewed the testimony of Adam and Wubit 19 where they testified that before they got in trouble, 20 they were in deep water where they could not touch? 21 A. I do remember that, yes, sir. 22 Q. Okay. All right. 23 Now, that would not comply with your 24 recommendation of knee deep is too deep, would be too 25 deep.
Page 235 1 currents were and knowing how the currents were 2 acting, they're supposed to predict where the problem 3 is going to occur. And I would say with a longshore 4 current, which ended up in rip currents, good 5 lifeguards will be at water's edge patrolling. But 6 no, I can't give you a time on that. No, sir. 7 Q. Okay. 8 So we're clear on the answer there, you don't 9 know how much time there was available for a lifeguard 10 to observe Mr. Wolde in distress, because you don't 11 even know how long Mr. Wolde was in distress. 12 A. No. 13 Q. Correct? 14 A. No. But that's a good question. He was a 15 swimmer. And he didn't start out as a drowning victim 16 because he had no swimming ability. He started out as 17 a distress victim, waving and yelling, which 18 bystanders spotted before the lifeguards did. So 19 these lifeguards had more time than most, because if 20 you're a drowning victim, you have a lower profile in 21 the water. 22 You're not --- you're unable --- we know that. 23 That's a fact. You're unable to call out for help 24 when you're a drowning victim. It's very difficult to 25 get your arms out of the water, because you're trying	Page 237 1 Correct? 2 A. I don't know if they voluntarily went there or 3 they were pulled back there by the longshore and/or 4 rip current. I don't know how they got there. I'd 5 have to go back and read Adam's testimony. They might 6 have been deposited there as opposed to going there 7 willingly. 8 Q. The testimony, if you've read it, was that they 9 got into trouble after they were in a situation where 10 they could not touch. 11 A. Okay. 12 But I don't know ---. 13 Q. Did you review that? 14 A. I did. But I don't know --- it's unclear to me 15 how they ended up in water over their head because I 16 don't believe Wubit had much swimming ability. 17 Q. Wubit was a weak swimmer, a fearful swimmer. 18 Right? 19 A. I don't know how fearful, but I believe she was a 20 novice to weak swimmer. 21 Q. Okay. 22 And she was hanging on her father's shoulder at 23 least in the time period before he got in trouble. 24 Right? 25 A. Yes.

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1 Q. Okay 2 How far away were they from shore when they got 3 in trouble? 4 A. I don't know that. I just don't know that. I 5 don't know that an estimation was given in any of the 6 information provided to me. 7 Q. Just generally, do you have any understanding of 8 how many people were at the beach that day? 9 A. I remember a statement saying it was a fairly 10 busy day. I believe --- I can't recall who said that, 11 but I do have in my file it was a fairly busy day. 12 Q. Do you know how many people were in the water? 13 A. I do not. 14 Q. Do you know how long Mr. Wolde and his kids were 15 in the water before they got in trouble? 16 A. I don't know in terms of minutes, but I believe 17 it was shortly after. First they started playing with 18 boogie boards, and then they stopped using the boogie 19 boards, and then they got into trouble. I don't know 20 what that time frame was. 21 Q. Do you know what time they came to the beach? 22 A. I think they came right around noon, shortly 23 before noon, and then got into trouble around 10:30 24 --- 12:30 or 12:45, something like that. 25 Q. Okay.	1 Q. How far away from the waterline was that? 2 A. I don't know. 3 Q. Do you know what kind of signage or flags were 4 flying at the time this incident occurred? 5 A. The only ones I'm aware of are the red flags. It 6 was a red flag day, meaning high hazard. I don't know 7 of any additional information or any additional flags 8 that were posted that day. I don't have any evidence 9 of that or any testimony regarding that. 10 Q. Do you have any idea about how tall the flags 11 are, how visible they are? 12 A. No. They were posted, I believe, on the 13 lifeguard chairs, so they were above the lifeguard 14 stand. So they were relatively tall. They should 15 have been relatively conspicuous. 16 Q. And would have been at every man tower. 17 Correct? 18 A. Yes. According to testimony, when there was 19 someone in the stand, the flag should have been up. 20 Q. You're not offering any opinions regarding the 21 resuscitative effort, are you? 22 A. No, I'm not going to go there. 23 Q. Have you ever been USLA certified? 24 A. No, sir. 25 Q. Have you ever worked anywhere that could have
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1 So they may have been on the beach or in the 2 water for 30 or 45 minutes? 3 A. I don't know if it was that long, but that's 4 roughly my estimation. I could be wrong. 5 Q. Do you know how far away they were from any tower 6 when they got in trouble? 7 A. I do not know. I can only say that the incident 8 he answered roughly at L-22 and ended up roughly at L- 9 21. 10 Q. Do you know the level of noise on the beach that 11 day? 12 A. No, I do not. 13 Q. Any radios, any things going on at the local 14 hotels? 15 A. I don't know. I don't know. I do know that the 16 bystanders heard yells, but I don't know. 17 Q. And the bystanders were located where? 18 A. They were on the beach. 19 Q. Where? 20 A. Near the waterline, I think, where the lifeguard 21 should have been. 22 Q. Where was the lifeguard tower in relation to the 23 water at the time this happened? 24 A. On the umbrella line, I believe, just in front of 25 the umbrella line.	1 been certified by USLA? 2 A. No, sir. 3 ATTORNEY THOMPSON: 4 All right. 5 I'm getting close. Can we take five? I 6 need to use the restroom. 7 VIDEOGRAPHER: 8 Going off the record at 3:47 p.m. 9 OFF VIDEO 10 --- 11 (WHEREUPON, A PAUSE IN THE RECORD WAS HELD.) 12 --- 13 ON VIDEO 14 VIDEOGRAPHER: 15 Back on the record at 3:52 p.m. 16 ATTORNEY THOMPSON: 17 Dr. Griffiths, those are the questions I 18 have for you at this time. Thank you for your time 19 and patience. 20 THE WITNESS: 21 Thank you very much. 22 --- 23 CROSS EXAMINATION 24 --- 25 BY ATTORNEY CHAMBERS:

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Page 242 1 Q. Dr. Griffiths, my name is Gerald Chambers. I 2 represent Myrtle Beach, and I have some questions in 3 follow-up for you. 4 A. Okay. 5 Q. You're not aware of any information provided by 6 the Sea Crest Resort regarding beach conditions or any 7 warnings, are you? 8 A. No, I'm not. 9 Q. And you agree that you can have a beach condition 10 that is hazardous for a period of time, but it may not 11 be that way the entire day? In other words, 12 conditions can change? 13 A. Yes. 14 Q. And do you have any idea what time the riptides 15 began forming on the day of the incident? 16 A. It was my understanding that they were there --- 17 my understanding was they were there throughout the 18 day, and at ten o'clock the warning came in. I don't 19 know specifically when the first ones appeared, where 20 they always present or not. I just don't know the 21 time frame. 22 Q. And you don't know where they appeared, do you? 23 A. Not particularly. Not exactly, no, sir. 24 Q. Okay. 25 And you agree that a drowning can occur even in a	Page 244 1 Q. Dr. Griffiths, I just have a few questions for 2 you, please, sir: 3 My first question is, being a lifeguard is a hard 4 job, isn't it? 5 A. Yes, it's --- being a lifeguard, particularly at 6 a beach, is very demanding, yes. 7 Q. And it's an important job, is it not? 8 A. Extremely important. In many cases, it's a 9 matter of life or death. 10 Q. Is being a police officer an important job? 11 A. Yes, sir. 12 Q. Is being a police officer a demanding job? 13 A. Yes, it is. 14 Q. And is that why it is important, from a public 15 safety standpoint, to make sure that lifeguards are 16 properly trained and qualified and competent to 17 perform that important role before they man a 18 lifeguard station? 19 ATTORNEY THOMPSON: 20 Objection. 21 THE WITNESS: 22 That is absolutely correct. And that is 23 what every lifeguard agency in this country demands, 24 prescreening, prejob orientation, testing, prior to 25 them taking the stand.
Page 243 1 fully-staffed guarded beach? 2 A. It can, yes, sir. 3 Q. And you're aware that the City of Myrtle Beach 4 was not even required to provide lifeguards, were 5 they? 6 A. I am aware of that. 7 Q. And the City did have a presence on the beach. 8 Isn't that right? 9 A. The City did have a presence, I agree with that, 10 yes. 11 Q. They had the police on the beach? 12 A. Yes, sir. 13 Q. They had Ocean Rescue on the beach. 14 Correct? 15 A. Yes, sir. 16 Q. Do you know what comprised the Ocean Rescue Team? 17 Do you know how many individuals were involved? 18 A. No, I don't know, sir. 19 Q. That may be all the questions I have for you, 20 Doctor. Thank you. 21 A. Thank you very much. 22 --- 23 REDIRECT EXAMINATION 24 --- 25 BY ATTORNEY MCLEOD:	Page 245 1 BY ATTORNEY MCLEOD: 2 Q. Yes, sir. And do you recall whether the City of 3 North Myrtle Beach actually cautions applicants with 4 the following, there are many ways to make a living. 5 Very few involve the protection of human life. If you 6 are not ready for this --- these responsibilities of a 7 lifeguard, please find another job, exclamation point? 8 A. Yes, that's in their manual. Yes, sir. 9 Q. And that is in the City of North Myrtle Beach's 10 policies and procedures. 11 Is that correct? 12 A. Yes. 13 ATTORNEY THOMPSON: 14 Objection. 15 ATTORNEY CHAMBERS: 16 Same. 17 BY ATTORNEY MCLEOD: 18 Q. Did you find any evidence that the City of Myrtle 19 Beach communicated the same thing to any of the kids 20 who came here to work in the summer from Poland or 21 Russia or anywhere else? 22 ATTORNEY THOMPSON: 23 Objection. 24 THE WITNESS: 25 I didn't see any information like that.

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1 BY ATTORNEY MCLEOD: 2 Q. Dr. Griffiths, if I put a yellow T-shirt on a 3 human being and the back of that T-shirt says 4 lifeguard, does that make that human being a 5 lifeguard? 6 A. No, sir. There are a lot more ingredients and 7 training and requirements that go into the person 8 wearing that shirt. 9 Q. And would it be irresponsible for me to place a 10 shirt on a human being that says lifeguard and put 11 that human being on a public beach if that human being 12 was not competent, qualified and capable of performing 13 lifeguard services? 14 ATTORNEY THOMPSON: 15 Objection. 16 THE WITNESS: 17 No. 18 ATTORNEY CHAMBERS: 19 Same. 20 THE WITNESS: 21 It would be irresponsible and it would 22 be negligent. 23 BY ATTORNEY MCLEOD: 24 Q. And it would also be misleading to the beachgoers, 25 would it not?	1 Q. And for a pool, that physical environment, does 2 the American Red Cross provide standards of care for 3 how to provide lifeguarding services in a pool 4 environment? 5 A. Yes, they do. 6 Q. And is the USLA the recognized authority for the 7 standard of care that applies along all beaches in the 8 U.S.? 9 ATTORNEY THOMPSON: 10 Objection. 11 ATTORNEY CHAMBERS: 12 Objection. 13 THE WITNESS: 14 They're the only agency in the country 15 that sets the standards for ocean beaches. 16 BY ATTORNEY MCLEOD: 17 Q. And within the general standards of care, is it 18 then up to each lifeguard company to identify local 19 hazards or local unique conditions and develop a plan 20 for those? 21 ATTORNEY THOMPSON: 22 Objection. 23 THE WITNESS: 24 Yes. That is well-documented and 25 well-written in the USLA Manual plus the other agency
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1 ATTORNEY THOMPSON: 2 Objection. 3 ATTORNEY CHAMBERS: 4 Same. 5 THE WITNESS: 6 It would be misleading and it would give 7 the beachgoers a false sense of security. 8 BY ATTORNEY MCLEOD: 9 Q. In regards to the standard of care, there are 10 uniform standards of care that pertain to any 11 oceangoing lifeguarding services. 12 Is that correct? 13 A. That is true. 14 ATTORNEY THOMPSON: 15 Objection. 16 BY ATTORNEY MCLEOD: 17 Q. Just like there are unique standards of care that 18 apply for waterparks. 19 Is that correct? 20 A. That is correct. 21 Q. And waterparks actually have their own 22 association that sets forth those standards of care 23 and promulgates those to stakeholders. 24 Is that correct? 25 A. Yes, the World Waterpark Association.	1 manuals. 2 BY ATTORNEY MCLEOD: 3 Q. And are the local lifeguard companies' local 4 policies and procedures, are they designed to comply 5 with the uniform standard of care? 6 ATTORNEY THOMPSON: 7 Objection. 8 THE WITNESS: 9 They should be, yes. 10 BY ATTORNEY MCLEOD: 11 Q. Okay. 12 Now, have you ever heard of the saying that it is 13 --- that no one can serve two masters? 14 A. I've heard that, yes, sir. 15 Q. If a lifeguard is in a position of public trust 16 on a public beach and his or her only objective is 17 public safety, is there any competing objective that 18 would interfere with him or her closing the beach 19 because of hazardous conditions? 20 ATTORNEY THOMPSON: 21 Objection. 22 ATTORNEY CHAMBERS: 23 Same. 24 THE WITNESS: 25 There should not be, no.

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Thomas Griffiths, Ed.D.
Abel, Meswaet v Lack's Beach Service

June 15, 2022

Page 250 1 BY ATTORNEY MCLEOD: 2 Q. Can the same be said for a lifeguard who has 3 another objective in addition to safety, known as 4 profit? 5 ATTORNEY THOMPSON: 6 Objection. 7 ATTORNEY CHAMBERS: 8 Objection. 9 THE WITNESS: 10 That could adversely affect their 11 decision. 12 BY ATTORNEY MCLEOD: 13 Q. If the lifeguard decides to close the beach, then 14 the lifeguard will not be able to generate the 15 revenues for the boss. 16 Is that correct? 17 ATTORNEY THOMPSON: 18 Objection. 19 ATTORNEY CHAMBERS: 20 Objection. 21 THE WITNESS: 22 And themselves, that's true. 23 BY ATTORNEY MCLEOD: 24 Q. And were these kids paid primarily a commission, 25 a percentage of their sales?	Page 251 1 ATTORNEY THOMPSON: 2 Objection. 3 ATTORNEY CHAMBERS: 4 Objection. 5 THE WITNESS: 6 Yes. If they were not an LGO, they got a 7 percentage of their rental fees. Yes, sir. 8 BY ATTORNEY MCLEOD: 9 Q. So if a kid came from Poland, like here and he 10 closed the beach, he would make less money than if he 11 left the beach open. 12 Is that correct? 13 ATTORNEY CHAMBERS: 14 Objection. 15 ATTORNEY THOMPSON: 16 Objection. 17 THE WITNESS: 18 He would make less money and the city 19 would make less money. 20 BY ATTORNEY MCLEOD: 21 Q. And Mr. George Lack would make less money, too. 22 Is that correct? 23 A. That's correct. 24 Q. Now, on the day that Mr. Wolde drowned, Mr. Lack 25 didn't close the beach immediately after his drowning,	Page 252 1 did he? 2 ATTORNEY THOMPSON: 3 Objection. 4 THE WITNESS: 5 No, he did not. 6 BY ATTORNEY MCLEOD: 7 Q. He didn't close -- they didn't close the beach 8 until another person was killed on the same beach on 9 the same day. 10 Isn't that correct? 11 ATTORNEY THOMPSON: 12 Objection. 13 ATTORNEY CHAMBERS: 14 Object. 15 THE WITNESS: 16 That's true. 17 BY ATTORNEY MCLEOD: 18 Q. They asked you questions about the lifeguard at 19 L20 and L22. 20 As far as your opinions are concerned, do you 21 need to know any other information other than the fact 22 that they were AWOL --- 23 ATTORNEY THOMPSON: 24 Objection. 25 BY ATTORNEY MCLEOD:	Page 253 1 Q. --- to prove the conclusion that they violated 2 the prevailing standards of care? 3 A. Yeah. They didn't respond, but the pedestrians 4 did, if you will. 5 Q. When you had been --- when you were hired, did 6 you take that responsibility seriously? 7 ATTORNEY THOMPSON: 8 Objection. 9 THE WITNESS: 10 Yes, sir. 11 BY ATTORNEY MCLEOD: 12 Q. I'm sorry. He objected and I couldn't hear your 13 answer. 14 A. Yes, sir, definitely. 15 Q. Do you think that anyone who is in a position of 16 public trust should take that responsibility 17 seriously? 18 A. Yes, they should take it very seriously. 19 Q. Do you believe that there's any betrayal worse 20 than of the public trust --- 21 ATTORNEY THOMPSON: 22 Objection. 23 BY ATTORNEY MCLEOD: 24 Q. --- in your line of work? 25 ATTORNEY THOMPSON:

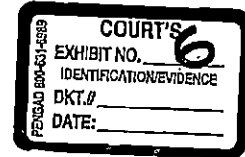
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1 Objection. 2 THE WITNESS: 3 No. As far as what I do, no, that's --- 4 that's extremely important, is having their trust. 5 BY ATTORNEY MCLEOD: 6 Q. Those are all the questions I have, sir. 7 A. Thank you. 8 --- 9 RE CROSS EXAMINATION 10 --- 11 BY ATTORNEY THOMPSON: 12 Q. Dr. Griffiths, just real quick, there's some 13 confusion about closing the beach. When we're talking 14 about closing the beach, we're really talking about 15 closing the beach, we're really talking about closing 16 the water. We're not talking about closing the beach. 17 Correct? 18 A. Yes. And I think we mentioned this in December 19 of '21, yes. 20 Q. In other words, closing the water doesn't stop 21 people from renting umbrellas and chairs? In fact, 22 people that are renting umbrellas and chairs are 23 sitting on the beach, not in the water. 24 Correct? 25 A. Well, not necessarily so. I mean, some people's	1 OFF VIDEOTAPE 2 COURT REPORTER: 3 Yeah. I just have --- this is the court 4 reporter. I just have a question for each attorney. 5 Would you like a copy of the transcript? And if so, 6 can I have your email and ---? 7 ATTORNEY MCLEOD: 8 I can't hear you. You're going to need 9 to get closer to the ---. 10 COURT REPORTER: 11 Sorry. I think I was talking to the 12 side. Would anyone like a copy of the transcript? 13 ATTORNEY MCLEOD: 14 Yes. 15 ATTORNEY CHAMBERS: 16 Yes. 17 ATTORNEY THOMPSON: 18 Yes. 19 COURT REPORTER: 20 And email or mail? 21 ATTORNEY MCLEOD: 22 Expedited via email for Mr. McLeod and 23 the Plaintiff. 24 COURT REPORTER: 25 Okay.
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1 primary interest in going to the beach is going to the 2 water. So --- so if they can't go in the water, they 3 may turn around and go back and not go to the beach. 4 Q. My point is that rentals don't stop when the 5 water is closed. The beach is still open. 6 Right? 7 A. In this case, I believe that's the case. 8 Q. Okay. 9 I mean, if the water is closed, it doesn't 10 include the beach? 11 A. Correct. 12 Q. Correct? 13 A. Correct. 14 Q. All right. Thank you. 15 A. Thank you very much. Have a good summer, 16 everyone. 17 ATTORNEY MCLEOD: 18 Madam Court Reporter or Mr. 19 Videographer, do you need anything from me before I 20 sign off? 21 VIDEOGRAPHER: 22 Yeah. One second. We are off the 23 record at 4:05 p.m. This concludes the testimony 24 given by Thomas Griffiths. Total number of media 25 units was three and will be retained by Veritext.	1 ATTORNEY CHAMBERS: 2 Same. 3 ATTORNEY THOMPSON: 4 Same. 5 COURT REPORTER: 6 And what day do you need it by? 7 ATTORNEY MCLEOD: 8 Tomorrow. 9 COURT REPORTER: 10 Tomorrow? All right. 11 ATTORNEY MCLEOD: 12 I was just kidding. 13 COURT REPORTER: 14 Oh, were you? 15 ATTORNEY MCLEOD: 16 This case is going to trial next week, 17 so we need it sooner than later. What's your 18 turnaround time with something like this? 19 COURT REPORTER: 20 Well, I believe that, you know, it takes 21 three or four weeks, but if you need it expedited, 22 we'll get it done by --- when's your trial? Tuesday 23 you said? 24 ATTORNEY MCLEOD: 25 If you all could do it before the close

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Page 258 1 of business Friday, I think that would be good for 2 everybody's purposes. But we recognize and appreciate 3 your job ---. 4 COURT REPORTER: 5 Yes. 6 ATTORNEY MCLEOD: 7 If possible, we need it before Tuesday, 8 right, because, as you might have heard, there were 9 quite a number of objections. And the only way we're 10 going to be able to take that up with the Court in a 11 pretrial thing is to have the transcript. So the 12 sooner we can get it, the easier it is that we can 13 communicate with the Court about those objections. 14 COURT REPORTER: 15 All right. 16 Sounds good. I'll put it in for Friday. 17 VIDEOGRAPHER: 18 This is the videographer now. Do you 19 guys all need a copy of the video? 20 ATTORNEY MCLEOD: Yes, we do. 21 VIDEOGRAPHER: 22 Is email like okay because that will 23 probably be the quickest way for me to get it to you? 24 * * * * * 25 VIDEOTAPED DEPOSITION CONCLUDED AT 4:05 P.M.	
Page 259 1 COMMONWEALTH OF PENNSYLVANIA) 2 COUNTY OF CLEARFIELD) 3 CERTIFICATE 4 I, Kathryn Witherow, a Notary Public in and 5 for the Commonwealth of Pennsylvania, do hereby 6 certify: 7 That the witness, Thomas Griffiths, Ed.D., 8 whose testimony appears in the foregoing deposition, 9 was duly sworn by me on June 15, 2022 and that the 10 transcribed deposition of said witness is a true 11 record of the testimony given by said witness; 12 That the proceeding is herein recorded fully 13 and accurately; 14 That I am neither attorney nor counsel for, 15 nor related to any of the parties to the action in 16 which these depositions were taken, and further that 17 I am not a relative of any attorney or counsel 18 employed by the parties hereto, or financially 19 interested in this action. 20 Dated the 16 day of June, 2022 21 22   23 Kathryn Witherow, 24 Court Reporter 25	

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STATE OF SOUTH CAROLINA)
COUNTY OF HORRY)

IN THE COURT OF COMMON PLEAS
FOR THE 15TH JUDICIAL CIRCUIT
CASE NO.: 2019-CP-26-07075

MASWAET ABEL, AS PERSONAL,)
REPRESENTATIVE OVER THE)
ESTATE OF ZERIHUN WOLDE AND)
AS NATURAL PARENT AND LEGAL)
GUARDIAN FOR ADAM WOLDE,)
AND WUBIT WOLDE,)

Plaintiff,)

v.)

LACK'S BEACH SERVICE, CITY OF)
MYRTLE BEACH, AND JOHN DOE)
LIFEGUARD,)

Defendants.)

DEFENDANT LACK'S BEACH
SERVICE'S DESIGNATIONS OF
DEPOSITION OF JULIAN CHANDLER
TAKEN JULY 20, 2022 AND
OBJECTIONS TO PLAINTIFF'S
DESIGNATIONS

Pursuant to Rule 32(a)(5) of the South Carolina Rules of Civil Procedure, the undersigned counsel hereby designates the following excerpts from the deposition of Julian Chandler taken on July 20, 2022, including objections to Plaintiff's designations:

OBJECTIONS

1. Page 8, Line 14 [Leading, relevance, foundation]
2. Page 8, Line 20 [Leading, relevance, foundation]
3. Page 9, Line 6 [Leading, relevance, foundation]
4. Page 9, Line 16 [Leading, relevance, foundation]
5. Page 10, Line 1 [Leading, relevance, foundation]
6. Page 14, Line 16 [Leading, relevance, foundation, mischaracterization]
7. Page 14, Line 23 [Leading, relevance, foundation]
8. Page 15, Line 12 [Leading, relevance, foundation, mischaracterization]
9. Page 19, Line 18 [Leading, foundation, speculation]
10. Page 20, Line 5 [Leading, foundation, speculation]
11. Page 21, Line 20 [Hearsay, move to strike]
12. Page 22, Line 10 [Withdrawn]
13. Page 23, Line 10 [Leading, foundation, speculation, expert opinion on competence]
14. Page 24, Line 5 [Leading, foundation, speculation, expert opinion on physiology]
15. Page 26, Line 15 [Leading]
16. Page 26, Line 25 [Withdrawn]

17. Page 27, Line 8 [Leading, foundation, speculation, expert opinion on physiology]
18. Page 28, Line 2 [Leading, foundation]
19. Page 28, Line 11 [Leading, foundation, speculation, expert opinion on aquatics safety]
20. Page 29, Line 2 [Leading, foundation, speculation, expert opinion on aquatics safety]
21. Page 29, Line 19 [Leading, foundation, speculation, expert opinion on aquatics safety]
22. Page 29, Line 25 [Leading, foundation, speculation, expert opinion on aquatics safety]
23. Page 30, Line 7 [Leading, foundation, speculation]
24. Page 30, Line 19 [Leading, foundation, speculation]
25. Page 32, Line 13 [Leading, foundation, speculation, relevance]
26. Page 33, Line 5 [Leading, foundation, speculation, relevance]
27. Page 33, Line 13 [Leading, relevance, misrepresentation, foundation]
28. Page 33, Line 21 [Leading, relevance, foundation]
29. Page 34, Line 9 and 13 [Leading, relevance, foundation]
30. Page 35, Line 3 and 16 [Leading, relevance, foundation]
31. Page 36, Line 1 [Leading, relevance]
32. Page 36, Line 10 [Leading, foundation, expert opinion on aquatics safety]
33. Page 36, Line 18 [Leading, relevance]
34. Page 37, Line 7 [Withdrawn]
35. Page 37, Line 13 [Relevance, leading, misrepresentation that Pl could compel]
36. Page 37, Line 18 [Relevance, move to strike, impact of incident on witness]
37. Page 38, Line 8 [Leading, foundation, speculation, expert opinion on aquatics safety]
38. Page 79, Line 12 and Line 15 [Leading, foundation, hearsay, expert opinion on physiology, move to strike]
39. Page 80, Line 5 [Withdrawn]
40. Page 80, Line 17 [Leading]
41. Page 81, Line 16 [Withdrawn]
42. Page 81, Line 24 [Leading, hearsay]
43. Page 82, Line 4 [Leading, hearsay]

EXCERPTS

1. Page 39, Line 3 through Page 73, Line 4
2. Page 74, Line 1 through Page 77, Line 24

Lack's respectfully reserves the right to amend, revise, add to, subtract from and/or supplement these objections and excerpts in accordance with the Rules.

Respectfully Submitted,

HALL BOOTH SMITH, P.C.

/s/Joseph D. Thompson, III

Joseph D. Thompson, III, SC Bar No. 66580

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Phone: 843.720.3469

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Attorneys for Defendant Lack's Beach Service

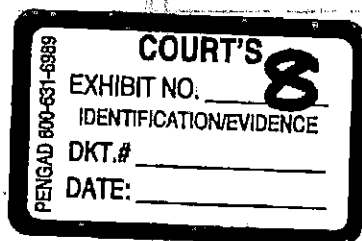
July 24, 2022
Mount Pleasant, South Carolina

THE JURY WOULD LIKE
TO SEE A WRITTEN
DEFINITION OF
"NEGLIGENT"

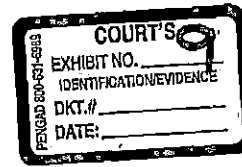
Elizabeth R. [Signature]

PENGAD 800-631-6989	COURT'S
	EXHIBIT NO. <u>7</u>
	IDENTIFICATION/EVIDENCE
	DKT.# _____
DATE: _____	

THE JURY WOULD LIKE
CLARIFICATION ON WHETHER
OR NOT THE \$8.1 MILLION
FIGURE CAME FROM A LIFE
EXPECTANCY CHART, AND IF
IT WAS PART OF THE
JUDGE'S INSTRUCTIONS AS
AN EXAMPLE.



Elizabeth R. Rost



No specific amount of damages was suggested by either the court or by the life expectancy table. The life expectancy table provides an average life expectancy and is simply an aid to help you determine the amount of damages, if any, to award. The amount of damages to be awarded is solely within the discretion of you, the jury.

Judge Curtis