



Feb 17 2026

SC Court of Appeals

APPEAL FROM CHARLESTON COUNTY

Court of Common Pleas

The Honorable Jennifer B. McCoy, Circuit Court Judge

Case No. 2023-CP-10-01923, Appellate Case Number 2025-002480

JEFFREY CEPIN,..... Appellant,

v.

SAMET CORPORATION; METROMONT CORPORATION

n/k/a METROMONT, LLC,.....Respondents.

MOTION FOR TRANSCRIPT CORRECTION Case Number 2025-002480

I, Jeffrey Patrick Cepin Appellant, am requesting a transcript correction. The Charleston County South Carolina Court of Common Pleas Court Transcript I, Jeffrey Patrick Cepin received, from, the September 02nd, 2025, Judge Jennifer B. McCoy's Court Room, Case Number 2023-CP-10-01923 is incorrect an a false narrative of the spoken words on the official court record as well as, an attempt to depict me, Jeffrey Patrick Cepin as a person unable to communicate a complete sentence.

Here is my, Jeffrey Patrick Cepin's Corrections to the LEGAL EAGLE, Charleston County South Carolina Court Of Common Pleas, Judge Jennifer B. McCoy Court Transcript for Case Number 2023-CP-10-01923 on September 02nd, 2025.

- Page 2: lines 13, 14, 15, 16, is incorrect. (William R. Padget, Esquire was a former attorney for plaintiff, Jeffrey Patrick Cepin.)
- Page 4: line 8 (Metromont LLC chosen attorney's name is incorrectly spelled as Michael Task. Correct spelling is Michael Trask)
- Metromont LLC chosen attorney's name is Misspelled throughout the whole Legal Eagle court transcript of the September 02nd, 2025 Charleston County South Carolina Circuit Court of Judge Jennifer B. McCoy, case number 2023-CP-10-01923. Correct Spelling of Metromont LLC chosen attorney's name is Michael Trask, From this point on I, Jeffrey Patrick Cepin will not mention the mistake but ask you to refer to this statement for proper identification of inaccuracy in this specific Legal Eagle court transcript Case Number 2023-CP-10-01923 from Judge Jennifer B. McCoy's Circuit Court in Charleston County South Carolina on September 02, 2025.

- Page 4: Between lines 13, 14 defendant Mike Trask words and statements were deleted as he, Mike Trask returned from running out of the court room.
- Page 4: Lines 20, 21, 22 have deleted words and are incorrect. (Specific party names and speaking order have been deleted, as well as,)
- Page 5: Lines 14, 15 have inaccurate wording of what I, Jeffrey Patrick Cepin Said. (I, Jeffrey Patrick Cepin said I, Jeffrey Patrick Cepin do not have a memory of the accident.)
- Page 5: lines 22, 23, 24, 25 have deleted statements and wording is incorrect. I, Jeffrey Patrick Cepin Said, Starting after clarifies that. (The defendants attorney Mike Trask statement is false. There are no Solid Steel Beam involved in the construction, building of one of these parking garages. I, Jeffrey Patrick Cepin know this due to my, Jeffrey Patrick Cepin's years of work experience actually constructing these parking garages and the photos taken of the accident site debris broken concrete pieces.)
- Page 8: lines 9,10 are inaccurate. Metromont LLC attorney Mike Trask said (handing over paperwork and documents or just simple not how thing are done.)
- Pages 4, 5, 6, 7, 8:there are deleted statements from Metromont LLC Attorney Mike Trask that were claimed to be spoken by Samet Corporation Attorney Mr. Gruber on pages 23, 24.
- (Page 23: lines 7, 8, 9, 10, 11, 12, 23, 24, 25 were Metromont LLC Attorney Mike Trask said statements.
- (Page 24: lines 1, 2, 3, 4, 5, were Metromont LLC Attorney Mike Trask said statements said statements.
- Page 9: lines 10, 11, 12, 13, deleted words and incorrect wording of my, Jeffrey Patrick Cepin Statement. I, Jeffrey Patrick Cepin said (I, Jeffrey Patrick Cepin haven't had any request for a deposition and still to this day haven't had a request for a deposit to be taken by separate unique individual Employer Identification Number Samet Corporation to even ask a single question.)
- Page 9: line 23 specific dates were deleted. I, Jeffrey Patrick Cepin Said specific date of March 8, 2024 and June 17th, 2024 the Defendants motion for Summary Judgment of Statutory Employee was denied.)
- Page 10: line 3 deleted words. I, Jeffrey Patrick Cepin Said (both defendants claimed they never had the time to even attempt a deposition or question me, Jeffrey Patrick Cepin.)
- Page 10: lines 10, 11, 12 deleted words. I, Jeffrey Patrick Cepin said (you said you, would give your verdict on this Summary Judgment.)
- Page 10: line 12, 13, 14, 15, 16 incorrect wording. I, Jeffrey Patrick Cepin Said (Now back to when I was at the first deposition. The defendants stated asking completely irrelevant questions to the Summary Judgment for Statutory Employee submitted on March 08th, 2024 and June 17th, 2024. The questions personal about my family and irrelevant to my, Jeffrey Patrick Cepin's occupation solely as a welder.)

- Page 10: line 19, 20, 21, deleted words and incorrect wording. I, Jeffrey Patrick Cepin said (about my occupation or a matter relevant to the Statutory Employee Summary Judgment filed on March 08th, 2024 and June 17th, 2024 Metromont LLCs attorney ended the deposition.)
- Page 10: line 22 deleted words I, Jeffrey Patrick Cepin said (and ended the deposition as well.)
- Page 11: line 5 deleted word I, Jeffrey Patrick Cepin said (claim my, objection to that question.)
- Page 11: line 12, 13 deleted words and incorrect Wording. I, Jeffrey Patrick Cepin said (extremely falsified and out of sequence , order to how the Metromont LLC lawyer was asking.)
- Page 11: line 18 deleted words. I, Jeffrey Patrick Cepin said (Judge Jessica A. Salvini not she)
- Page 11: line 20 incorrect wording I, Jeffrey Patrick Cepin said (to sit through another Deposition.)
- Page 11: line 24, 25 incorrect wording deleted words. I, Jeffrey Patrick Cepin Said (Now this is after the close of discovery deadline date of March 15th, 2025 given in the verdict on November 12th, 2024 from Judge McCoy gave.)
- Page 12: line 12 deleted words incorrect wording. I, Jeffrey Patrick Cepin said (18th of July 2025 and Samet Corporation was on the 21st of July 2025.)
- Page 12: line 17 deleted words incorrect wording. I, Jeffrey Patrick Cepin said (and chopped up answers and questions and I have.)
- Page 13: lines 1, 2, 3, 4, 5 incorrect statements in the sequence of this trials proceedings. added statements from page
- page 13: lines 9, 10, 11 incorrect wording. I, Jeffrey Patrick Cepin said (and that the Deponent has been given the opportunity to read and correct the deposition. That statement is completely false.)
- Page 13: line 13 incorrect wording. I, Jeffrey Patrick Cepin said (weeks, the deposition would not be ready)
- Page 13: line 18, 19, 20 incorrect wording. I, Jeffrey Patrick Cepin said (be compelled to answer irrelevant questions, in the first deposition and that deposition was thrown out on March 31st, 2025 by Judge Jessica A. Salvini from an improper submission of the deposition. I)
- Page 13: line 23 incorrect wording. I Jeffrey Patrick Cepin said (that I, Jeffrey Patrick Cepin would not, as I represent myself, Jeffrey Patrick Cepin
- Page 13: line 24 deleted words. I, Jeffrey Patrick Cepin said (would not waive my rights to see

the deposition or make sure that)

- Page 14: lines 3, 4, 5, incorrect wording deleted words. I, Jeffrey Patrick Cepin said (next to the stenographer statements. I, Jeffrey Patrick Cepin would say that the Samet Lawyers questions have been chopped up and altered as well as, my answers to such question and questions were added.
- Page 14: line 6, 7, deleted words incorrect wording. I, Jeffrey Patrick Cepin said (the Samet Corporation Lawyer questions started here on page 45 line 22. Now, let me just get this correct and straight. The Samet Corporation Lawyer questions specific to safety.
- Page 14: line 12 deleted words. I, Jeffrey Patrick Cepin said (questions by Metromont LLCs lawyer and not at that time but at the time when Metromont LLCs was actually asking questions.
- Page 14: line 14 deleted words incorrect wording. I, Jeffrey Patrick Cepin said (was no back and forth or off the record discussion between the Samet Corporation lawyer and the Metromont LLC lawyer during the Samet)
- Page 14: line 19 incorrect wording. I, Jeffrey Patrick Cepin said (my correction the Question is completely wrong.)
- Page 14: line 20 incorrect statement added deleted wording false narrative.
- Page 14: lines 21, 22, 23 incorrect wording. I, Jeffrey Patrick Cepin said (Samet Corporation lawyer questioning started on page 45 which is a couple of pages south of where this deposition has his questions started.)
- Page 15: lines 1, 2, 3, 4, 5, deleted words, deleted statements answers and incorrect wording. I, Jeffrey Patrick Cepin said (being questioned by Metromonts LLC Lawyer you said it was Davis Erecting's formans responsibility for the entire job sites safety. My, Jeffrey Patrick Cepin's answer to the Samet Corporations Question was No, that was not the question or answer asked and given to the Metromont LLC Lawyer. The Metromont LLC lawyer asked about Davis Erecting Forman being in charge of inspections for the entire job site. My answer to the Metromont Lawyer questions to entire job site inspection is that it was Samet Corporations Contracted job for entire job site inspections it's what Samet Corporation gets paid for. The Samet Corporation lawyer added the Samet Corporation Name, Metromont LLC Name)
- Page 15: lines 24 deleted words incorrect wording. I, Jeffrey Patrick Cepin said (my correction there's another chopped up question in that question.)
- Page 16: line 1, 2, 3, 4 statements moved from proper sequence in trial proceedings deleted words incorrect wording. Mike Trask said I object I did not alter the deposition. Mr. Gruber then said I did not alter the deposition either.
- I, Jeffrey Patrick Cepin then said something similar to page 16: lines 19, 20, 21, 22. I Jeffrey Patrick Cepin said (now, Metromont LLC Lawyer and Samet Corporation Lawyer just sat there and said they didn't alter anything on the deposition yet still submitted a false Deposition to the

court.

- Then Metromont Lawyer said what is on page 23: lines 18, 19, 20
- Then Mr. Gruber said the deposition is correct there is nothing altered in it.

- Page 16: lines 17, 18 deleted words incorrect wording. I, Jeffrey Patrick Cepin said (responsibility. My answer to the question is actually on page 23. It's Samet Corporation contracted duty for job site safety.

- Page 16: lines 19, 20, 21, 22 have already been corrected.

- Page 16: lines 23, 24, 25 statement did not happen

- Page 16: statement missing from me, Jeffrey Patrick Cepin motioning the Court to dismiss the defendants Metromont LLC & Samet Corporation second Summary Judgment for product liability and negligence after the close of discovery on March 15th, 2025. Both Defendants both submitted A Summary Judgment 40 days after the close of discovery order by Judge McCoy for a motion completely different from the original Summary Judgment for statutory employee. (Metromont LLC changed there motion in court on May 05th, 2025 from Summary Judgment statutory employee to Product liability and Samet Corporation changed their Motion in Court on June 27th, 2025 from Summary Judgment statutory employee to Summary Judgment negligence. The law states motions can only be changed up to 30 days after the close of discovery witch Judge McCoy set a dead line of March 15, 2025 and that was for the specific filing of Summary Judgment statutory employee by both defendants.

- Page 17: line 1, statement did not happen

- Page 17: Line 13, 14 deleted words incorrect wording. I, Jeffrey Patrick Cepin said (guess we'll get into it that I did submit evidence 10 Photos and Documents when we first filed the case for Personal injury 3rd party lawsuit back in 2022 and again with Judge Rhode and the court. The documents included corporations in the same Prestressing precast concrete business. Safety originations, inspection organizations, FEMA, South Carolina permitting Laws, Charleston County South Carolina permitting paperwork, blueprints, international building code paperwork, rebar companies, concrete inspection equipment companies, concrete Construction Engineer statements and more etc... I, Jeffrey Patrick Cepin did not pay or have to pay anyone for these documents and information.)

- Page 17: line 18 incorrect wording. I, Jeffrey Patrick Cepin said (said Metromont LLC in their claim submitted on the 18th of July 2025)

- Page 17: lines 23, 24, 25 deleted words incorrect wording. I, Jeffrey Patrick Cepin said (see in the Metromont LLC Filing on the 18th of July 2025 just a few lines down that this statement is false. I, constantly said I, Jeffrey Patrick Cepin don't have a memory of the accident due to the traumatic brain injury I sustained from this accident. The Metromont Lawyer is even telling the court I told the Metromont lawyer I, don't have a memory of the accident due to the traumatic brain injury amnesia.

- Page 18: line 11 incorrect Wording. I, Jeffrey Patrick Cepin said (how, I, Jeffrey Patrick Cepin am an expert in this specific subject.)
- Page 18: lines 15, 16 deleted words. I Jeffrey Patrick Cepin said (I went to school for multiple occupations under the construction subject and have multiple certifications.
- Page 18: lines 17, 18, 19 incorrect wording deleted wording. I, Jeffrey Patrick Cepin said (in court on the 12th of November 2024 the defendants Metromont and Samet Corporation both agreed in court for Summary Judgement for Statutory Employee with you Judge McCoy that I went to school for construction.
- Page 19: 1, 2, 3 incorrect wording. I, Jeffrey Patrick Cepin said (against Samet Corporation for their participation in the accident on May 01st, 2021. Because Samet Corporation has just a few more and different documents regarding this subject.)
- Page 19: line 6, 7 deleted words incorrect wording. I, Jeffrey Patrick Cepin said (multiple inner components missing including metal rebar, metal wire mesh, metal stirrups, metal strands which are the laws and standards in the state of South Carolina a company has to legally obey in order to legally manufacture a Prestressing precast concrete construction business.)
- Page 19: line 9 added words (hit here)
- Page 19: lines 12, 13, 14, 15, 16, 17 deleted words incorrect wording. I , Jeffrey Patrick Cepin Said (page 3 of that document it states that they are using the International Building Code requirements for the construction for a parking structure with Prestressed Precast Concrete Double T's. The International building code comes from the International Code Council who creates Laws and Standards construction companies must obey in this whole country of The United States of America.
- Page 19: line 18 is a false statement
- Page 19: line 21 is a false statement
- Page 19: line 23, 24, 25 deleted words incorrect wording. I, Jeffrey Patrick Cepin said (it's from the South Carolina Labor, Licensing and Regulations website. One moment , I believe there are about six pages of it stating how the state of South Carolina Adopts the International Building Code every year from the International Code Council and the state of South Carolina obeys the standards and regulations required by the International Building Code.)
- Page 20: lines 1, 2 were corrected on page 19
- Page 20: line 3 and that one is three pages long is misplaced statement belong on page 19 in between lines 21 and 25
- Page 20: lines 3, 4, 5, 6 deleted words. I, Jeffrey Patrick Cepin said (So these are Not standards, regulations that both defendants Metromont LLC and Samet Corporation don't know about. I

know about it. Anyone in the business of constructing buildings or construction material has to be licensed, and know about the standard to build them.)

- Page 20: lines 7, 8, 9, 10, 11, 12, 13 14, 15 deleted words incorrect wording. I, have it stared. The South Carolina Labor and Licensing Regulations website, states that each year South Carolina adopts the The International Building Code after the International Code Council meeting.
- Page 20: lines 16, 17, 18, 19 deleted words incorrect wording. I, Jeffrey Patrick Cepin said (so that proves that with these documents here that I'm showing the court and my personal knowledge, years of work experience and Photos proves my, Jeffrey Patrick Cepin claim true that the improper incorrect manufacturing of the Prestressed Precast Concrete Double T's participated in the accident on May 01, 2020 in Charleston County South Carolina that left me with sustained injuries.
- Page 20: line 23 deleted words incorrect wording. I, Jeffrey Patrick Cepin said (reinforcement. It's on page Four and it shows the top of a prestressed precast concrete double T.)
- Page 21: line 6 deleted words. I, Jeffrey Patrick Cepin said (to International Building Code Standards.)
- Page 21: line 10 deleted words. I, Jeffrey Patrick Cepin said (so now this is the bare minimum metal reinforcement that could be used wire metal mesh and I showed where photos of this were in the evidence I , Jeffrey Patrick Cepin Submitted to the court.)
- Page 21: lines 19, 20, 21, deleted words incorrect wording. I, Jeffrey Patrick Cepin said (photo number 2 which is this one here if you look at the photo you do not see any of the top flange metal reinforcement wire metal mesh in the pile of concrete rubble in the photo.
- Page 21: line 22, 23, deleted words incorrect wording. I, Jeffrey Patrick Cepin said (Photo number 3 goes even closer where you just see pieces of concrete and no metal reinforcement.)
- Page 21: line 25 deleted words incorrect wording. I, Jeffrey Patrick Cepin said (long strands which go the whole distort the prestressed precast concrete double T, which)
- Page 22: line 1 deleted words incorrect wording. I, Jeffrey Patrick Cepin said (is 60 foot. these are 60 foot prestressed precast concrete double T's which were involved in the accident on May 01st, 2020 which left me Jeffrey Patrick Cepin with multiple sustained injuries. In that same
- Page 22: line 5 deleted words incorrect wording. I, Jeffrey Patrick Cepin said (brings up a 60 foot prestressed precast concrete double T)
- Page 22: lines 7, 8, 9, 10, 11, 12 deleted words incorrect Wording. I Jeffrey Patrick Cepin said (at the bottom of the chart it shoes sample span feet and says for a 60 foot long prestressed precast concrete Double T. there should be 16 of these very long metal strands in each one of those prestressed precast concrete double T stems which are used to prestress the prestressed precast concrete double T. So that makes 32 of these metal strands in one of these prestressed

precast concrete double T's

- Page 22 line 13 deleted words incorrect wording. I, Jeffrey Patrick Cepin said (Now as you can see from the photos there are 4 levels of this parking structure that collapsed. This would mean four (4) prestressed precast concrete double T's were improperly incorrectly manufactured and involved in the May 01st, 2020 accident leaving me permanently disabled brings the total number of metal strands in the concrete debris to over 100 and you don't see any none on one whole side of the concrete debris.
- Page 22: line 23 deleted wording incorrect wording I, Jeffrey Patrick Cepin said (against the defendants, explaining the documents)
- Page 22: line 24 false narrative added statement
- Page 22: line 25 false narrative Judge McCoy asked for Samet Corporation lawyer to speak his case.
- Page 23: line 4 added words Mr. Gruber said very simple.
- Page 23: lines 5, 6 were added Mr. Gruber did not say any of that.
- Page 23: line 8 words added. Mr. Gruber did not say in discovery nor did Mike Trask.
- Page 23: lines 7, 8, 9, 10, 11, 12 were statements from Mike Trask Metromonts lawyer Mr. Gruber did not say that.
- Page 23: lines 12, 13, 14, 15, 16 added wording Mr. Gruber said (to the extent that Samet did not have a duty or obligation to inspect the panels. I don't even know how they could have inspected the product. On that note alone I am asking for the court to grant defendant Samet summary judgment.
- Page 23: lines 17, 18, 19, 20 were spoken by Mike Trask in the begging of the trial proceedings on page 16
- Page 23: lines 21, 22 were added Mr. Gruber did not say any of that.
- Page 23: lines 23, 24, 25 were not said by Mr. Gruber. The lines were said by Mike Trask in the beginning of the court proceeding where Mike Trask was giving Judge McCoy a event brief page 6, 7
- Page 24: lines 1, 2, 3, 4, were not said by Mr. Gruber they were lines or statements from Mike Trask on pages 6, 7
- Page 24: lines 5, 6, ,7, 8, 9, 10, 11 are false statements and were not spoken.

- Page 24: lines 17, 18, 19, 20: deleted words incorrect wording. I, Jeffrey Pactrick Cegin said (excuse me, Your Honor. I, have Proof that, The Defendants Samet Corporation and Metromont LLC are withholding and refusing to show the proper documentation that's required by court and law which proves both the defendants had legal responsibilities and duties to inspect those incorrectly manufactured Precast Prestressed Concrete pieces.

The Judge (Judge McCoy) then stoped me, Jeffrey Patrick Cegin from taking and would NOT let me, Jeffrey Patrick Cegin explain any more evidence or factual information regarding both defendants Samet Corporation and Metromont LLC participation in the Accident on May 01st, 2020, in Charleston County South Carolina, that caused me, Jeffrey Patrick Cegin, to be PERMANENTLY DISABLED.

I, Jeffrey Patrick Cegin I requesting the Appeals Court of South Carolina to accept my, Jeffrey Patrick Cegin's changes to the September 02nd, 2025 Charleston County South Carolina Circuit Court transcripts case number 2023-CP-10-01923 with Judge Jennifer B. McCoy as the truth, an over turn the decision of Judge Jennifer B. McCoy and DENIE, Both Defendants Samet Corporation and Metromont Corporation Summary Judgments. Thank You.

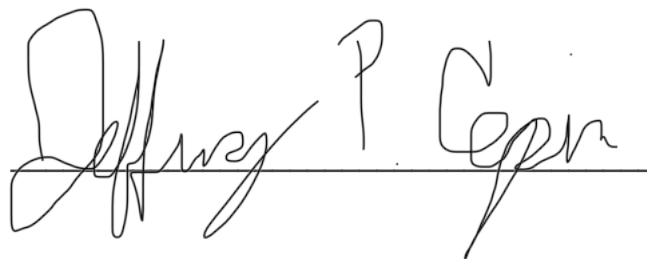
Jeffrey Patrick Cegin, February 17th, 2026.

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A handwritten signature in black ink that reads "Jeffrey P. Cegin". The signature is written in a cursive style and is positioned above a horizontal line.

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON
IN THE CIRCUIT COURT
DOCKET NO.: 2023-CP-10-01923

JEFFREY CEPIN

PLAINTIFF,

vs.

SAMET CORPORATION

DEFENDANT.

H E A R I N G

BEFORE THE HONORABLE JENNIFER B. MCCOY

DATE: SEPTEMBER 2, 2025
LOCATION: SOUTH CAROLINA CIRCUIT COURT 9
TRANSCRIBER: JENNIFER JAEGER

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(THIS TRANSCRIPT MAY CONTAIN QUOTED MATERIAL. SUCH MATERIAL IS REPRODUCED AS READ OR QUOTED BY THE SPEAKER.)

1 THE COURT: So that takes us to Jeffrey Cepin
2 versus Samet Corporation. Good morning. How are you,
3 Mr. Cepin?

4 MR. CEPIN: Thank you, Your Honor. How are you?

5 THE COURT: I am fine. So, who all is here this
6 morning?

7 MR. GRUBER: Your Honor, I'm Robert Gruber. I
8 represent Samet. Michael Task is here, and he
9 represents Metromont, the two defendants.

10 THE COURT: Should we give him a minute to come
11 back in?

12 MR. GRUBER: Yes, ma'am. I'm not real sure why he
13 ran out, but he did. I'm sure there's a good reason.

14 THE COURT: You're good; you're okay. Who do you
15 represent in this matter?

16 MR. TASK: Your Honor, I represent Metromont, one
17 of the defendants.

18 THE COURT: We've got two motions of summary
19 judgment pending in this case filed by the defendants.
20 I'm happy to hear these in [inaudible]. Happy to hear
21 that we're talking about the moving party first, and
22 then we'll respond afterwards.

23 MR. TASK: Yep. May it please the Court, Your
24 Honor. Like I said, Mike Task here on behalf of
25 Metromont. By way of background, Your Honor, this is a

1 May 1, 2020 incident that occurred during the
2 construction of a parking garage. Just by the brief
3 background, Mr. Cepin was a welder at the time, a crane
4 operator trying to get what I believe is a steel beam
5 moved snapped his wiring, causing him to plot it ...

6 MR. CEPIN: Objection. There said steel beam, as
7 far as I know I was -- was -- was killed by the
8 accident and came back alive in -- in the hospital
9 after six hours. I just want -- want to get -- get
10 this out that I was diagnosed with traumatic brain
11 diffuse -- traumatic brain injury with -- with multiple
12 symptoms and what one be -- being amnesia of the -- the
13 the acc -- accident, until I came -- came back alive in
14 MUSC, Charleston hospital here. And I do not know what
15 -- what happened ...

16 THE COURT: Okay.

17 MR. CEPIN: But, of course, there are concrete,
18 prestressed, precast double Ts that were involved now
19 there is metal in -- inside of them, components,
20 reinforcement materials. But as far as it being, as --
21 as he said in the record, a steel beam. Meaning solid
22 metal, as my expertise clarifies that. I do know that
23 -- that -- that is most likely false due -- due to the
24 photos and the actual construction of one of those
25 parking structures. Thank you.

1 THE COURT: Okay. What I'm going to do is I'm
2 going to let them get his whole motion. You don't need
3 to object, just make a note so that when it's your time
4 to respond, that's what I'll hear from you. Okay?
5 It's a little bit different than being like in a trial
6 to sort of make any objections, and I'm going to let
7 him do his full presentation, and then after that, I'm
8 let you respond anything that you want to at that time.
9 Okay?

10 MR. CEPIN: I do appreciate that.

11 THE COURT: Sure.

12 MR. CEPIN: Thank you. Thank you.

13 MR. TASK: Yes, Your Honor, so inconsequential it
14 all that matters is that something cuts his harness
15 lines. He falls, and then he allegedly sustains these
16 injuries, and so he's brought this lawsuit against
17 Metromont and then against Samet. As Your Honors are
18 aware, we actually came before you back in March, I
19 believe, or maybe it's late February, arguing statutory
20 employer only. And at that point we had taken Mr.
21 Cepin's deposition.

22 You told us the motion was denied, and to then go
23 take his deposition, we did that. It took Judge
24 Salvini actually issuing an order to have him be
25 compelled to sit for the deposition, to take his

1 deposition. And what he tells me, when I asked him,
2 what Metromont did wrong is, he just expressed the
3 states that it is a products liability issue. That
4 they improperly manufactured the precast concrete
5 structures.

6 And he says that based on his look at the photo.
7 There's no expert witness who's ever opined on that.
8 As Mr. Cepin just said on the record, he has no
9 recollection of how the incident occurred whatsoever.
10 He's never put an affidavit in. All he did was just
11 say, "I looked at some photos, and it just doesn't look
12 right to me, and it's -- it's a products liability
13 case."

14 And so we filed this motion on multiple grounds.
15 The first is that there's no duty that's ever been
16 substantiated in this case or the precast concrete. No
17 one has a pawn on how that relates to it. But more
18 importantly, no one's ever said that anything's wrong
19 with it, which then leads into breach. At some point,
20 somebody has to an expert -- has to show up and say,
21 "This is what's wrong with it, and this is why it
22 matters for this accident."

23 Not just, "I looked at some photos, and I think
24 that you manufactured this incorrectly." And that's
25 his entire case. And so for that reason, Your Honor,

1 discovery is closed, no experts. He's never taken any
2 depositions. There's no affidavits that were ever
3 produced to us.

4 I'm looking to my right. There are a lot of
5 envelopes here. I've never seen any of that. None of
6 that's been produced to me. I remember in March or
7 February, we first argued. He took stuff off of our
8 website, so I'm sure there's some stuff in there about
9 that. But, Your Honor, it's just a very
10 straightforward issue under negligence.

11 He has to prove duty and breach with actual
12 evidence, and he has failed to do that in this
13 situation. All he's done is just say, "I think there's
14 something wrong with the concrete." And that,
15 unfortunately, does not pass muster. And so for that
16 reason, Your Honor, we're asking you to grant our
17 motion for summary judgment.

18 And I believe Mr. Cepin is still receiving
19 workers' comp. I wasn't going to revisit the statutory
20 employer issue today, Your Honor, just based on your
21 prior ruling. I was just going off of duty and breach,
22 but I'm happy answer any questions important to have.

23 THE COURT: Okay, all right. Mr. Cepin, it
24 relates to Metromont, I am happy to hear from you.

25 MR. CEPIN: Right. Well, they're more multiple

1 places where I'm -- I'm going to start here. First
2 off, the deposition. Quote from Metromonts lawyer just
3 recently about I had to become compelled. That is
4 incorrect.

5 I -- there were two dep -- depositions that were
6 taken. One was in is, I believe February. I have the
7 date here, February 25, 2025, and I showed up in
8 Charleston, Mount Pleasant the office of Metromont,
9 lawyer and Metromont was the only one to actually
10 request a dep -- deposition. I had no and still to
11 this day, did not receive one from separate,
12 independent identification Number 7 to even ask a
13 single question.

14 Now during that -- that dep -- deposition on the
15 February 25, 2025 I told the defendants they asked
16 completely irrelevant questions to the statutory
17 employee claim that as the verdict on November 12, 2024
18 in the hearing, you, I believe you were the Judge
19 McCoy. You mentioned that for the specific filing
20 date, you were giving a verdict on which was Metromonts
21 March 8, 2024 and saying corporations filing date of
22 June 17, 2024. Your verdict stated that for that
23 specific date, the -- the motion was -- was denied for
24 stat -- statutory employee of the defendants. But you
25 -- you would open a discovery.

1 Due to the defendants complaining that they in
2 four years, five -- five, almost five years of the case
3 being open, they never attempted to even question me.
4 But then again, they submitted affidavits about the
5 case in October of 2024. And then with some discussion
6 back and forth in court on November 12, 2024, the
7 defendants finally admitted that it was their -- their
8 fault. A dep -- deposition was never taken.

9 I believe your response was they had adequate time
10 to do -- do so as the law required that, and then you
11 said you would give your verdict decision on this
12 situation. Now, back to when I was -- was in the first
13 step that position. They started asking your
14 completely -- your irrelevant questions to either
15 summary judgment submitted here, they were personal
16 questions. They're about my family; there's nothing.

17 And I brought up and showed the verdict and about
18 after 20 minutes of them not asking one single question
19 about my occupation or any matter of this judgment of
20 summary that was never even filed, they will Metromont
21 ended the dep -- deposition. And Samet was there as
22 well, and Samet did not ask any questions and ended it.
23 They, the defendants themselves, ended the deposition.
24 Shortly after that, they put in an order to compel me
25 to answer questions.

1 I then had a video hearing with Judge Jessica A.
2 Salvini and the -- the judge ordered me at that point
3 to answer all questions, no matter how irrelevant they
4 are to anything, but I had the right to object and
5 claim my objection to that. Now, prior to the court
6 hearing with Judge Salvini on March 31, 2025, I
7 specifically asked at the time of the initial dep --
8 deposition, February 25, 2025, for a copy of the dep --
9 deposition that took place. I never received a copy of
10 it, and apparently one was submitted to Judge Salvini,
11 which in the few lines that were submitted, they were
12 extremely falsified and out of this stature of our
13 sequence of the Metromonts, lawyer asking. Now, Judge
14 Salvini, because I disapproved of what the little I
15 could see and how I never even received a dep --
16 deposition throughout and discarded their attempt to
17 submit a dep -- deposition without my approval.

18 Now that's basically it with that one, she did not
19 acknowledge that first dep -- deposition, and I agreed
20 to sit through and that now there want one which I did.
21 Which took, took place on, I think it was May 2, 2025
22 at that at this point in time, Samet still did not
23 request for me to sit for a dep -- deposition either.
24 Now this is also after a year; the deadline date in the
25 verdict on November 12, 2024. So I sat through the dep

1 -- deposition.

2 Once again, at the end of the dep -- deposition, I
3 requested a copy and was told I would receive one in
4 maybe three weeks, due to a backup log the reporters
5 stenographer had. Now I never heard from -- from
6 anybody again about a deposition. Apparently, about
7 receiving it for corrections and my approval of it.
8 Then on, I believe it was the July 21, 2025, in the
9 court case with Judge Rode, Samet and Metromont had
10 submitted a dep -- deposition.

11 I believe Metromont submitted, what one on the
12 18th of July 2025 and Met -- Metromonts was -- was on
13 the 21 July to 2025. I am here to say that that
14 deposition is extremely falsified. Both of the
15 defendants have altered questions and answers. Changed
16 the sequence of questioning, altered the lawyer whom
17 asked questions, and a big actual -- and I have
18 corrections here, and I have it all written out next to
19 where they did it.

20 And if you can actually see on the back page, even
21 the reporter apparently falsified my response to
22 wanting a deposition. She said, "I refused to sign."
23 I believe if you read her statement there, it says he
24 refused to sign but did not want one at the time, which
25 is completely incorrect. I definitely requested one.

1 I have the deposition here. I can go over because one
2 of the questions there, and I will start from the back
3 side, because, I guess you would say that is where some
4 relevance to either motion of judgment summary
5 questions were asked by both defendants. So let me get
6 -- get to the back here, which is page 53.

7 Now, my apologies if I'm wrong on how I say that
8 this. It's between -- it starts between lines 10 and
9 goes to lot -- line 12. And that the witness has get
10 given opportunity to -- to read and correct said that
11 deposition to subscribe the same that is completely
12 false. They told me I could not have one for multiple
13 weeks. It would not be ready.

14 And then it also states in there saying something
15 about me not being available. Right below it between
16 lines 12 and 14 to sign, and I waived my right to sign.
17 Now we're all sitting here, and the fact that I had to
18 be compelled to answer irrelevant questions, and the
19 first deposition was thrown out on March 31 with Judge
20 Jessica A. Salvini from a improper submission of it. I
21 would say that we can understand that that statement
22 right there would be false.

23 That I would not, as I represent Jenny myself,
24 would not waive my rights to see or make sure that
25 deposition was correct. Now, I guess that would handle

1 the reporter's, stenographer's part of it. Now, I
2 guess we'll get to Samet Corporation, since it's right
3 next to that Samet Corporation's lawyer. I would say
4 that his questions now he they chopped this stuff up
5 here.

6 His questions started here. Now, let me just get
7 this here. He only asked questions specifically on
8 safety. Now, anything in there, which there is quite a
9 bit, starting from pages 43 to about 45 line 21 was not
10 asked by Samet Corporation's lawyer, which that
11 gentleman is sitting there -- Mr. Gruber -- they were
12 questions by Metromonts lawyer. And not at that time
13 when Metromont what actually asking questions. There
14 was no back -- back and forth between them during Samet
15 Corporation's lawyer's examination or deposition
16 questioning. Though on page 42 of that his first
17 question is also false. Now it is somewhat correct,
18 but as I have, or actually no, it is completely wrong.
19 My correction is completely wrong.

20 It is something about the spelling of a doctor's
21 nickname. Samet Corporation started a question similar
22 to this, and it starts on page 45 which is a couple
23 pages south of where his examination started. It says
24 was very awkward question, and he said, "I don't want
25 to put words in your -- your mouth. But when you were

1 being examined, which none of this has even, it's kind
2 of here by Metromonts lawyer."

3 You said, "It was Davis Erectings For -- Foreman's
4 responsibility for the entire site's safety." Okay?
5 They added Samet Corporation. They added Metromont.
6 They added Davis equipment, and they took out the word
7 "safety" and put in "inspection." Now I can show you
8 where this question was asked.

9 I could show you where it was moved to his actual
10 question, because it was specifically about safety.
11 And my foreman be for Davis Erecting and Finishing,
12 Incorporating being in charge of the entire site's
13 safety. It is on page, I guess it's 23 through 25 and
14 it would be pa -- page 23. Give me a moment here to
15 pan through it. Okay?

16 It starts on 23. Page 23 where you can actually
17 see it says, "Recess was -- was taken." And there is
18 the beginning part. It said before the break, like I
19 said, he took the eliminated lines. It was somewhat
20 similar what Samet Corporation's lawyer asked. I was
21 asking you if Davis Equipment Rental's foreman. Oh,
22 hold on, wait, maybe that might not be the right one.
23 Oh, yes, it is the right section. My correct that's
24 another chopped up one.

25 MR. TASK: Judge, I apologize very briefly for the

1 record. I object to any allegation that I chopped up a
2 deposition testimony or falsified anything to protect
3 myself. I just want to protect myself on the record.

4 MR. GRUBER: I second that objection.

5 THE COURT: For sure. All right, I understand.
6 Though, that I have time restraints. I have folks here
7 for their motions in nine minutes. I mean, I
8 understand the gist, word for words and bar, but maybe
9 in the next couple of minutes or summarize your
10 position, wrap it up with the attorney, first thing.
11 Okay?

12 MR. CEPIN: Well, it basically was a about Davis'
13 foreman being in charge of the entire site's safety,
14 which it's in here, and that question is false. Samet
15 Corporation did not ask it how it's recorded there.
16 And I responded, "No, it was Samet Corporation's
17 response." My answer to it is -- is actually on page
18 23. "It was their contracted -- contract that pays
19 them to do so." Now, Samet Corporation, they both just
20 sat here and said they did not do anything to this
21 deposition, yet they submitted a false one to the
22 court. They had time to look at it.

23 So what they just both told you is also false.
24 They're sitting there saying that they did not chop or
25 screw anything, yet they're agreeing that what they

1 did, what this court reporter did here, is correct, and
2 I'm saying it's false. Now also in their motion, this
3 is about the second, this is about the fourth
4 explanation of what happened out of Samet Corporation
5 and Metromont corporation. Last hearing with Judge
6 Rode, they said that the crane hit me and their pieces
7 were not even involved.

8 How did their the Met -- Metromont, precast,
9 double T pieces injure me if a crane hit me in the
10 first one -- one on November 12, they 2024 -- they
11 tried claiming that something snapped. Today they have
12 just claimed that a steel beam was involved. So I
13 guess we'll get into it that I did submit evidence to
14 them back when we filed and with Judge Rode. There are
15 10, even with the court, 10 photos that are filed
16 there.

17 They're also trying to say that I specifically
18 said Metromont in their claim submitted on the 21st is
19 trying to claim, it says it right here now this is out
20 of Metromont lawyer's writing. It says, "The plaintiff
21 alleged that a double T beam fell and caught his
22 harness." It specifically says, "me", and you could
23 see it in the filing of the 18th that is, that is
24 false. I constantly said, "I don't remember." And
25 he's even saying to the court, he's told me he don't

1 remember, yet he has the nerve to file that I told him
2 this.

3 And then a few lines that down, he also says his
4 claim is, "Our product was made wrong." There are
5 multiple photos sent to the defense. Ten and even
6 brought to the court. Now in South Carolina, there are
7 standards, building code standards. The International
8 Building Code standards and council that South Carolina
9 adopts. Now I submitted all this information last the
10 21st 2025 to Judge Rode, and it's in documentation on
11 how, number one, I'm an expert.

12 I went to school for construction. I submitted
13 those documents. We've went over it multiple times.
14 It's in the deposition that I told them I am an expert,
15 went to school for multiple occupations under the
16 construction and have multiple certifications and even
17 in court on the 12th of November to 2024. They agreed
18 to that with -- with in Court, with you, Judge McCoy
19 for a statutory employee.

20 I still submitted the documentation. Now, the
21 photos are very clear, and they show and I have here,
22 if you would like me to pull out the -- the -- the laws
23 that say they have to obey the permitting. Now this,
24 let me get this understood here. This is strictly at
25 -- at the moment against Metromont, we're still to go

1 against Samet here for their partaking in this because
2 Samet has just a little bit of different information
3 regarding this.

4 But as far as the photos show, they show that it's
5 missing inner components. As I've said, there are
6 multiple inner components in quite a lot that are the
7 law and the standards in this -- this state to actually
8 do that. If you would look at the evidence
9 specifically towards the back hit here, it would be
10 Concrete Technology Corporation, 10 foot wide, double T
11 technical data and detailing double T's. Now on -- on
12 page three of -- of that, it -- it states that they're
13 using building code requirements for structural
14 concrete and the International Building Code is an
15 International Code Council and parking structure --
16 structure recommendations practice for design and
17 construction.

18 Today I submitted to -- to the -- the Court, which
19 I have here, and I have copies of all this for
20 everybody, just in case it's not -- not there. How
21 these standards and how South I have the proof that
22 South Carolina uses the International Building Code.
23 It's from their licensing website here. One moment, I
24 believe there are about six pages of it, building Code
25 Council, label -- labor licensing regulations. And it

1 states South Carolina modifications to International
2 Building Codes, and it states that they use it.

3 And that one is three pages long. So these are
4 standards that they don't know about. I know about it.
5 The business building them has to be licensed, and know
6 about the standards to build these. Also, from the
7 same labor and licensing regulations South Carolina
8 Building Codes Council, there are two or three pages on
9 page two, make sure, yes, three -- three pages on page
10 two. It has, I have it starred after each edition
11 issued of International Codes Council. The South
12 Carolina Building Codes Council begins to adopt and or
13 modify the codes to the previous building code,
14 International Building Codes approved standard
15 regulations.

16 So that proves that these documents here that I'm
17 showing the Court and my personal knowledge and years
18 of experience are proven true here with -- with my
19 claim on even just looking at those photos. Now, if
20 you would go to page four of the Concrete Technology
21 Corporation technical data for detailing double T's,
22 you would see where it says standard double T
23 reinforcement. It's on page four and it shows the top.
24 It says minimum reinforcement.

25 Now, this packet has been designed for the bare

1 minimum, which on page two of the same packet states
2 that. That page two general notes. It says this, "All
3 details, information given in documents and loading
4 conditions, any reinforcement and hardware, should be
5 considered as the minimum amount to be used according
6 to code. Data, design process in code, the building
7 code, as we have discussed on page three, we're using
8 International Building Code, which is the same as South
9 Carolina uses in this situation."

10 So now this is the bare minimum that could be used
11 on page four for what they call this top piece here of
12 the double T is a flange. Now I'm going to get the
13 photos out.

14 THE COURT: Now, Mr. Cepin, I told you hear about
15 ten minutes ago, we need to wrap this up. Okay?

16 MR. CEPIN: Yes.

17 THE COURT: It is 11:34, and I will cut you off at
18 11:37. All right?

19 MR. CEPIN: The photos here, two which is this.
20 This one here, I believe, it's in. You do not see any
21 of this. Top reinforcement in there, nowhere you would
22 see it. Page number three of the photo even goes
23 closer, where you just see pieces of it that there.

24 There are also supposed to be strands, these big,
25 long strands which go the whole distance of it, which

1 is 60 foot. This is a 60-foot double T. In that same
2 documentation of Concrete Technologies, but this is the
3 one behind it, which is for design criteria and span
4 load charts. If you go to two page, I believe it's 12,
5 brings up a 60, it brings up a chart there with a 60
6 foot double T on it.

7 As the bottom shows -- shows sample span feet, and
8 says it should be at 60-foot. There should be 16 of
9 these very long pieces of what is used to prestress it.
10 They're stretched in it, and they're a half inch thick
11 in each one of those stems. So that makes 32 of these
12 strands in one of these double T's.

13 Now, there are as of what everybody is saying for
14 that are involved in this debris here, this accident
15 dent. Now, if you would see, there's nothing. There
16 is no rebar at all.

17 THE COURT: All right. It's 11:37, and I will
18 switch over now. I am already -- I'm giving you two
19 warnings.

20 MR. CEPIN: Okay. There's a -- yes -- there's a
21 lot -- lot of information here. And it's, it's all
22 submitted, and I have submitted a statement again
23 against them, explaining that this -- this stuff would
24 be considered.

25 THE COURT: When we hear this argument, but wrap

1 it up for us.

2 MR. Gruber: Yes, yes, Your Honor. May it please
3 the Court. Samet's argument for summary judgment is
4 very similar to that made by Metromont already.
5 Essentially, there is no -- there is no evidence of a
6 product defect in that panel. It just isn't.

7 Mr. Cepin's has referred to photographs that were
8 provided to him in discovery and to some building
9 standards that I don't believe I've seen yet. Anyway,
10 there's no -- there's no evidence that there was a
11 defect at all in the product that was manufactured by
12 Metromont. And to the extent that Samet, I don't think
13 they had a duty to inspect the panel, but even if they
14 did, if the plaintiff can't even prove that there was a
15 defect, I don't know what the inspection -- I don't
16 know what that would have revealed.

17 There are a couple of things I just wanted to
18 point out. First of all, nobody modified the
19 deposition transcript. That is absurd. I didn't, Mike
20 didn't, Samet didn't, Metromont didn't. The other
21 issue I wanted to cover is Mr. Cepin talked to Goodman
22 about the delays and scheduling his deposition.

23 Well, his attorney, Bill Paget, it took him nine
24 months to get relieved as counsel because Mr. Cepin
25 wouldn't agree. Wouldn't this lawyer so they had no

1 hearing. Took nine months. This case, as of last
2 week, the 29th is three years. Is three years. Mr.
3 Cepin hadn't opposed anybody. He hasn't opposed
4 anybody from Samet, Metromont, nobody.

5 Discovery closed on March the 15th of '25. We
6 ask, I'm going to, just going to say it on Mike's
7 behalf too, Samet, Metromont's court, granted the
8 judgment, because the plaintiff cannot prove the
9 elements of his case under a products liability theory,
10 which he testified to in front of a statistician.
11 Thank you, Your Honor.

12 THE COURT: Thank you all very much. I will
13 consider everything that has been filed, and the
14 hearing is adjourned at this time. I don't need to
15 hear anything else from anybody.

16 MR. TASK: Thank you, Judge.

17 MR. CEPIN: Excuse me, Your Honor. They're
18 refusing to show their -- their proper documentation
19 that's required by the courts for Samet Corporation's
20 responsibility it is ---

21 THE COURT: As I said, anything that's on record
22 will be reviewed, and by making it a combination of the
23 outcomes whatever is or is not filed, that's all right.
24 Thank you.

25 MR. CEPIN: All right. Thank you.

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(THERE BEING NOTHING FURTHER, THIS HEARING CONCLUDED)

CERTIFICATE OF TRANSCRIBER

I, Jennifer Jaeger, a Court-approved transcriber, do hereby certify that the foregoing is a true, accurate and complete Transcript of Record of the proceedings had and evidence introduced in the trial of the captioned case, relative to appeal, in the South Carolina Circuit Court 9, Charleston County, South Carolina, on the 2nd Day of September, 2025.

I do further certify that I am neither of kin, counsel, nor interest to any party hereto.

Jennifer Jaeger

Jennifer Jaeger, Transcriber

Notary Public for S.C.

Commission Expires: 10/28/2032