

RECEIVED

Sep 23 2026

SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM GREENVILLE COUNTY
Court of Common Pleas

Honorable Perry H. Gravely, Circuit Court Judge

Appellate Case No. 2025-002304

James Boyd, Jr.

Appellant,

v.

THI of South Carolina at Magnolia Place at Greenville, LLC;
Fundamental Administrative Services, LLC; and
Fundamental Clinical and Operational Services, LLC,

Respondents.

RECORD ON APPEAL VOL. III

CANTWELL LAW FIRM, LLC
Joshua P. Cantwell (SC Bar No. 76368)
P.O. Box 600
Charleston, South Carolina 29402
(843) 801-4104
Attorney for Appellant

CLEMENT RIVERS, LLP
Stephen L. Brown (SC Bar No. 66468)
D. Jay Davis Jr. (SC Bar No. 12084)
James D. Gandy III (SC Bar No. 11925)
Russell G. Hines (SC Bar No. 72100)
25 Calhoun Street, Suite 400
Charleston, South Carolina 29401
P.O. Box 993 (29402)
(843) 720-5488
Attorneys for Respondents

INDEX

Volume I (ROA 1-200)

Orders

Order filed July 9, 2018, Denying Motion to Compel Arbitration Without Prejudice and Allowing Limited Discovery	0001
Order filed August 20, 2019, Granting Defendant THI of South Carolina at Magnolia Place at Greenville, LLC's Motion to Compel Arbitration and Granting Fundamental Administrative Services, LLC and Fundamental Clinical and Operational Services, LLC's Motions to Stay ..	0018
Order filed October 19, 2019, Denying Motion to Reconsider	0045
Final Order of Arbitration, filed December 29, 2021	0048
Order filed October 16, 2025, Confirming Arbitration Award.....	0052

Pleadings

Summons and Complaint, filed March 27, 2018	0055
Second Amended Complaint	0097

Motions and Memoranda

Defendant's Motion to Dismiss and Compel Arbitration, filed May 2, 2018.....	0131
Exhibit, Arbitration Agreement	0135
Co-Defendants' Motions to Stay, filed May 2, 2018	0136

Memorandum of Law in Support of Defendant's Motion to Compel Arbitration, filed June 11, 2018.....	0142
--	------

Volume II (ROA 201-413)

Plaintiff's Memorandum in Opposition to Motion to Compel Arbitration	0201
Defendants' Motion to Dismiss and Compel Arbitration & Stay, filed October 4, 2018.....	0258
Defendant's Supplemental Memorandum of Law in Support of Motion to Compel Arbitration, filed February 19, 2019.....	0264
Plaintiff's Supplemental Memorandum in Opposition to Motion to Compel Arbitration	0284
Plaintiff's Motion to Reconsider, filed August 30, 2019	0318

Volume III (ROA 414-613)

Defendant's Motion to Confirm Arbitration Award and Grant Judgment for Defendants, filed February 14, 2022	0510
--	------

Transcripts

Transcript of Hearing held May 20, 2019.....	0523
--	------

Depositions and Declarations

Deposition Transcript of James Boyd, Jr., dated October 19, 2018	0558
--	------

Volume IV (ROA 614-729)

Deposition Transcript of Leola Burt, Admissions Coordinator.....	0614
Deposition Transcript of Peggy Fields, Case Manager, Palmetto Health Baptist Hospital.....	0654

Sworn Declaration of Peggy Fields0684

Deposition Transcript of Wilda Boyd.....0686

Notice of Appeal

Notice of Appeal with Proof of Service, served/filed November 13, 2025.....0726

IN THE COURT OF COMMON PLEAS
THIRTEENTH JUDICIAL CIRCUIT
STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

JAMES BOYD, JR.,
Plaintiff,

VS.

)
)
)
)
)
) Case No.
) 2018-CP-23-01934

THI OF SOUTH CAROLINA
AT MAGNOLIA PLACE AT
GREENVILLE, LLC;
FUNDAMENTAL CLINICAL
AND OPERATIONAL
SERVICES, LLC;
FUNDAMENTAL
ADMINISTRATIVE
SERVICES, LLC,

Defendants.

)
)
)
)
)
)
)
)
)
)

DEPOSITION OF WILDA BOYD, produced, sworn and examined on the 19th day of October, 2018, between the hours of 3:39 p.m. and 4:10 p.m., at the Anastopoulo Law Firm, 418 River Street, Greenville, South Carolina, 29601, before Mindy Vislay, a Notary Public within and for the State of South Carolina, in a certain cause now pending in the Court of Common Pleas, Thirteenth Judicial Circuit, in the County of Greenville, State of South Carolina, wherein JAMES BOYD, JR., is Plaintiff and THI OF SOUTH CAROLINA AT MAGNOLIA PLACE AT GREENVILLE, LLC; FUNDAMENTAL CLINICAL AND OPERATIONAL SERVICES, LLC; FUNDAMENTAL ADMINISTRATIVE SERVICES, LLC, are Defendants.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

A P P E A R A N C E S

For the Plaintiff:

Anastopoulo Law Firm
By: Stefan B. Feidler
32 Ann Street
Charleston, South Carolina 29403
843-614-8888
stefan@akimlawfirm.com

For the Defendants:

Young, Clement, Rivers, LLP
By: Perry M. Buckner, IV
25 Calhoun Street
Suite 400
Charleston, South Carolina 29401
843-720-5406
pbuckner@ycrlaw.com

Also present: James Boyd, Jr., Plaintiff

INDEX

QUESTIONS BY:

PAGE NO.

MR. BUCKNER

4

PREVIOUSLY MARKED EXHIBITS

DEFENDANT'S

DESCRIPTION

REFERENCED

EXHIBIT 1ADMISSION AGREEMENT - SOUTH
CAROLINA

19

EXHIBIT 2FACILITY-RESIDENT/REPRESENTATIVE
ARBITRATION AGREEMENT

22

(Original exhibits were retained by the court
reporter and will be copied and attached to copies of
the transcript.)

1 IT IS HEREBY STIPULATED AND AGREED, by and
2 between counsel for the Plaintiff and counsel for the
3 Defendants that this deposition may be taken in
4 shorthand by Mindy Vislay, a Notary Public, and
5 afterwards transcribed into typewriting; and the
6 signature of the witness is expressly waived.

7 * * * * *

8 WILDA BOYD,
9 of lawful age, produced, sworn and examined on behalf
10 of the Defendants, deposes and says:

11 DIRECT EXAMINATION

12 QUESTIONS BY MR. BUCKNER:

13 Q. Ms. Boyd, my understanding is that your
14 full name is Wilda Ann Boyd?

15 A. It's Stevens now.

16 Q. Stevens now? Okay. You've recently been
17 married?

18 A. Uh-huh.

19 Q. Congratulations.

20 A. Thank you.

21 Q. Who is the lucky gentleman?

22 A. Barnett Stevens.

23 Q. And where do y'all live?

24 A. [REDACTED].

25 Q. In Lexington County?

1 A. In Lexington.

2 Q. But I'm close, right? It's only a couple
3 miles. I think Little Mountain, and I think Newberry.

4 A. Yeah, we're almost on the county line.

5 Q. Well, unfortunately, I know you sat through
6 a portion of my spiel today, but the rules require me
7 to go over the same things with you.

8 If you want to take a break at any time just let
9 me know and we'll go off the record. It doesn't
10 matter what it is, a phone call, a drink of water, a
11 bathroom break, just say the words and we'll do it.

12 A. Okay.

13 Q. Let me finish the question before you
14 answer so we don't talk over each other. Is that
15 agreeable?

16 A. Uh-huh.

17 Q. And that helps make her job a lot easier.
18 Verbal answers. No head nods. No uh-huhs and uh-uhs.
19 Is that agreeable?

20 A. Yes.

21 Q. If I ask a question, and you don't
22 understand it, direct your question about my question
23 to me not anybody else, whether it be your son or his
24 attorney. Is that agreeable?

25 A. Yes.

1 Q. The rules don't allow you now that you've
2 been sworn under oath to talk to anybody about these
3 issues.

4 Have you ever given a deposition before?

5 A. No.

6 Q. And when I say the phrase "give a
7 deposition," that means exactly what we're doing right
8 now. We're parties in a room, and you're giving
9 testimony under oath. That hasn't happened?

10 A. No.

11 Q. Have you ever filed a lawsuit before?

12 A. No.

13 Q. Have you ever been sued?

14 A. No.

15 Q. And have you ever been charged with any
16 crime before or convicted of a crime?

17 A. No.

18 Q. And I'm not talking about traffic tickets
19 or anything like that. Have you ever declared
20 bankruptcy before?

21 A. No.

22 Q. All right. Well, now that you're under
23 oath, you're obviously under an obligation to recall
24 all information that you currently have about your
25 son's admission to Magnolia Manor [sic]. Do you

1 understand that?

2 A. Yes.

3 Q. And, you know, it's okay for you to let me
4 know that you're not a hundred percent sure about
5 something, but if you have some recollection or
6 memory, you can qualify it and tell me what you're
7 recalling. Is that understood?

8 A. Yes.

9 Q. And now that you are in fact under oath
10 under penalty of perjury, I just want to make sure
11 that the answers you give today will be the same that
12 you would give in front of a judge at a later time in
13 this case. Is that fair?

14 A. Yes.

15 Q. And if you answer my question that I ask,
16 I'm going to assume that you've understood it. Is
17 that fair?

18 A. Yes.

19 Q. All right. When your son was admitted to
20 Richland Memorial after this accident in June of 2016
21 did you complete his admission paperwork to that
22 hospital?

23 A. To be honest, I can't recall.

24 Q. Okay. Well, do you think that more likely
25 than not you did?

1 A. More likely not.

2 Q. More likely than not you did or did not?

3 A. Did not.

4 Q. Okay. So your son was admitted to Richland
5 Memorial for a month, and according to his testimony
6 was incapacitated for 24 hours or more.

7 A. Uh-huh.

8 Q. And it's your testimony that he signed that
9 paperwork?

10 A. No.

11 MR. FEIDLER: Objection.

12 QUESTIONS BY MR. BUCKNER:

13 Q. Okay. What is your testimony?

14 A. Whenever he was first admitted to the
15 hospital the night of the accident, me and -- at the
16 time it was my boyfriend, well, it was my fiance --
17 went to the hospital. They had him in a pod for --
18 the accident happened around three in the morning.
19 They had him in a pod until probably seven o'clock
20 that night, and I know I didn't do any paperwork that
21 day, and the next morning they called me and told me
22 they had to do surgery on him, and I went to the
23 hospital. They did surgery. That's the reason why I
24 say I can't remember signing no papers.

25 Q. Okay. Do you believe that ultimately

1 papers were signed by someone on behalf of your son?

2 A. Then my daughter came, Jackie, and I told
3 her that she knows more about this kind of stuff than
4 I did, because she'd had caseworkers before, and the
5 caseworker came, and they did do some -- they talked,
6 and I can't remember signing the papers. It was a
7 terrible time in my life at that time.

8 Q. Okay. And if those records are subpoenaed
9 from Richland Memorial, if you had to speculate, which
10 you're free to do as long as you tell me you're
11 speculating, who do you think's signature is on the
12 paperwork at Richland Memorial regarding the care and
13 treatment that your son received there?

14 A. I don't know. It may be Jackie's.

15 Q. Is it more likely Jackie's than yourself?

16 A. Probably.

17 Q. Okay. And what is Jackie -- Jackie you
18 said used to be a caseworker?

19 A. No.

20 Q. Is she a nurse?

21 A. No.

22 Q. You said that you thought she was more
23 familiar with this kind of stuff. Why did you say
24 that?

25 A. Because she's been -- she dealt with a lot

1 of caseworkers before, and she knows more about that
2 kind of stuff than I did, so she handled most of the
3 stuff.

4 Q. And why does she know more about
5 caseworkers?

6 A. Because she's been disabled and she had
7 caseworkers before. I've never had to dealt with a
8 caseworker. And she was always there. Most of the
9 time when I went to the hospital she went. She was
10 there, too.

11 Q. Now, would you agree that your son Mr. Boyd
12 was in no shape to be executing paperwork at the
13 beginning of June 2016 right after the accident,
14 right?

15 A. What do you mean?

16 Q. Well, in other words, he had obviously had
17 a traumatic accident, correct?

18 A. Uh-huh.

19 Q. And it impaired him physically, correct?

20 A. Yeah. He was in a lot of pain.

21 Q. And do you think that it would have been
22 appropriate for him to be presented with paperwork and
23 make decisions and things like that after he had just
24 had that traumatic accident?

25 A. No.

1 Q. And you would agree that it would have been
2 better to have that delegated to someone else,
3 correct?

4 A. Yes.

5 Q. And I presume that you and your son have a
6 good relationship?

7 A. Yeah.

8 Q. And that y'all love one another?

9 A. Yeah.

10 Q. And that in no way as his mother you would
11 do anything against his wishes or interest; is that
12 correct?

13 MR. FEIDLER: Objection. You can answer.

14 THE WITNESS: Yes.

15 QUESTIONS BY MR. BUCKNER:

16 Q. He's going to object from time to time, but
17 you've got to answer my question just like he's not
18 objecting unless he tells you otherwise. All right?

19 And I want to make sure, not just regarding
20 Richland Memorial, but also any paperwork that was
21 completed at Magnolia Place, was there ever a time
22 that your son Mr. Boyd came to you and said I don't
23 want you to execute admissions paperwork on my behalf?

24 A. No.

25 Q. And he recalled in his deposition a time

1 where you actually told him that you were going to be
2 signing some admissions paperwork at Magnolia Place.
3 Do you recall that conversation?

4 A. No.

5 MR. FEIDLER: Objection.

6 QUESTIONS BY MR. BUCKNER:

7 Q. But you don't dispute that it occurred?

8 A. No.

9 Q. Do you remember Miss Coco Burt or Leola
10 Burt?

11 A. Do I remember her?

12 Q. Yes, ma'am.

13 A. Yes.

14 Q. And do you remember her because you dealt
15 with her for the admissions process at Magnolia Place
16 at Greenville?

17 A. Yes.

18 Q. And what memory or recollection, if any, do
19 you have of the admissions process at Magnolia Place?

20 A. Whenever James was first admitted to the
21 hospital, I didn't go there for a couple of days
22 because I was going out of town the same day he was
23 being transferred to Magnolia Place, and whenever I
24 came back I came up there, and they told me that I
25 needed to go see -- go to administration.

1 Q. Okay.

2 A. So I went to the administration and met
3 her, and she told me her name was whatever, but she
4 said everybody called her Coco.

5 Q. And they do. I just used her formal name
6 Leola because it's on the paperwork. Everybody does
7 call her Coco. Coco is in Jamaica right now, in case
8 you're interested, otherwise she would be being
9 deposed today here as well. Can you picture Coco
10 right now?

11 A. Uh-huh.

12 Q. If she walked in you would know who she is?

13 A. I think I would. She was pregnant at the
14 time.

15 Q. Okay. Well, that will be easy to confirm.
16 And was she nice and pleasant?

17 A. Yes.

18 Q. And easy to deal with?

19 A. Yeah.

20 Q. And seemed honest?

21 A. Yeah.

22 Q. No reason for her to mislead or
23 misrepresent anything that happened with you or your
24 son about the admissions process, correct?

25 MR. FEIDLER: Objection. You can answer.

1 THE WITNESS: Correct.

2 QUESTIONS BY MR. BUCKNER:

3 Q. That you know of?

4 A. That I know of.

5 Q. And when she went through this admissions
6 paperwork with you did she take the opportunity to
7 explain things about it to you?

8 A. Not really. She had a stack of papers like
9 that, and she would --

10 Q. Like that is not going to read well. So it
11 looks like you've got what I would consider about a
12 half an inch?

13 A. She had a thick pile of papers --

14 Q. Okay. There you go.

15 A. -- and, you know, I don't know, and she
16 would give me each sheet, and she would say this is
17 for this and this is for this, you know, and just sign
18 where the X is.

19 Q. Well, when you said this is for this and
20 this is for this, she was explaining the purpose of
21 those documents, right?

22 A. Yes.

23 MR. FEIDLER: Objection.

24 QUESTIONS BY MR. BUCKNER:

25 Q. And she was there to answer questions that

1 you had also, correct?

2 A. Yes.

3 MR. FEIDLER: Objection.

4 QUESTIONS BY MR. BUCKNER:

5 Q. She never told you not to ask questions or
6 anything like that?

7 A. No.

8 Q. All right. And I assume that you read
9 these agreements before you signed them?

10 A. No.

11 Q. You did not?

12 A. No, I did not.

13 Q. Did anyone tell you not to read them?

14 A. No.

15 Q. And you weren't prevented from reading them
16 by Miss Coco?

17 A. No.

18 Q. Okay. And do you remember -- you said that
19 she would explain this is for this and this is for
20 that. Do you remember what she said to you when you
21 executed the arbitration agreement?

22 A. No. Because all I was signing papers to
23 make sure my son had somewhere to be and get
24 treatments. And it's just like going to buy a car.
25 You go buy a car. The dealer be telling you stuff.

1 You don't read all that stuff on that paper. You're
2 trying to get you a car.

3 Q. I understand that, but you would agree with
4 me that you obviously had an opportunity to read it,
5 correct?

6 A. Yes.

7 Q. And if you wanted to you could have,
8 correct?

9 A. Yes.

10 Q. And no one forced you to sign these
11 documents, correct?

12 A. Right.

13 Q. And if you wanted to leave and take your
14 son somewhere else, you could have done that, correct?

15 A. Yes.

16 Q. No one was keeping you there against your
17 will in any way, correct?

18 A. Correct.

19 Q. All right. And if you did not read any of
20 these documents, that's your own fault, correct?

21 A. Correct.

22 Q. Nobody else's fault, right?

23 A. Correct.

24 Q. And, so, there was nothing that Coco Burt
25 did that prevented you from reading these or

1 understanding these documents, correct?

2 A. Correct.

3 Q. And if you had a question about any of
4 these documents she was there to answer it. Fair?

5 A. Fair.

6 Q. All right. And you don't have an
7 independent recollection of what she told you about
8 the arbitration agreement, correct?

9 A. Right.

10 Q. And, again, same thing as earlier, you have
11 to give verbal answers. It's hard to remember, and we
12 all forget.

13 Did Miss Coco Burt ever discuss, to the best of
14 your recollection, anything that she and your son had
15 talked about?

16 A. No.

17 Q. Do you remember talking with Mrs. Burt on
18 the phone before you came up there?

19 A. I can't remember.

20 Q. Okay. Did you use a cellphone back then?

21 A. Yes.

22 Q. What was that cellphone number?

23 A. [REDACTED] 1184.

24 Q. And is that the same number you use today?

25 A. Yes.

1 Q. Well, I'm not trying to get it because I
2 want to bother you. You're not going to be getting a
3 call from me, but we can look at phone records from
4 the facility for that number to determine that.

5 A. Okay.

6 Q. You're not saying that she didn't talk with
7 you, you're just saying that you don't remember?

8 A. Right.

9 Q. All right. And, ma'am, you're not aware --
10 you weren't aware back then or now of your son telling
11 any staff member of Magnolia Place of Greenville that
12 he did not want you to execute admissions paperwork,
13 including the arbitration agreement, right?

14 A. Right.

15 Q. All right. And you don't have any
16 recollection -- or scratch that. I told you I'm going
17 to mess up some questions. That was one of them.

18 Were you present for a conversation between your
19 son and any admissions person at Magnolia Place of
20 Greenville?

21 A. Was I present with -- was my son and myself
22 present with any member at the same time?

23 Q. Correct.

24 A. No.

25 Q. Okay. So, when Miss Burt testifies about

1 conversations that she may or may not have had with
2 your son --

3 A. Uh-huh.

4 Q. -- you're not going to know anything about
5 those?

6 A. Correct.

7 Q. All right. Now, in the admissions
8 agreement that's been marked as **Exhibit 1** your son
9 wasn't able to, but can you verify that that is your
10 signature on the last page?

11 A. Yes.

12 Q. And you did sign it on June 30th, 2016?

13 A. June 30th?

14 Q. Yes. Or you don't know, you just know it
15 was back then when he was admitted?

16 A. I didn't sign on June 30th.

17 Q. Okay.

18 A. I do know that.

19 Q. When did you sign?

20 A. After I came back from Biloxi after the 4th
21 was the first time I went to Magnolia Place.

22 Q. All right. What were you down in Biloxi
23 for?

24 A. A trip. Pleasure. Vacation.

25 Q. So do you think that the date was already

1 supplied on there when you signed it? That is your
2 signature, correct?

3 A. Uh-huh.

4 Q. And did you not scratch out the date and
5 put the new one, or was the date not on there, or do
6 you think it's just an instance of someone putting the
7 wrong date?

8 A. All I can say is they must have put in the
9 wrong date, because I was not --

10 Q. All right. And what I want to know is
11 whether they put in the wrong date before or after you
12 signed it, and you don't recall?

13 A. I don't recall.

14 Q. It could have been that that date was there
15 when you signed it and you didn't change it?

16 A. Could be. I wouldn't -- can I say
17 something?

18 Q. Of course.

19 A. I wouldn't have put June the 30th if I
20 wasn't --

21 Q. Yeah. Afterward?

22 A. Yes.

23 Q. I understand. I'm not accusing you of
24 doing that.

25 A. So the date must have been already there

1 and I just signed the papers.

2 Q. But you certainly could have changed it to
3 reflect the current date if you wanted to?

4 A. Yeah. Evidently I didn't pay the date no
5 attention, because I know that I didn't sign no papers
6 on June 30th.

7 Q. But you were present with Mrs. Burt when
8 you signed it?

9 A. Yes.

10 Q. Okay. And were you in the admissions
11 office at Magnolia Place when you signed it?

12 A. Yes.

13 Q. Was your daughter present, too?

14 A. No.

15 Q. Had your daughter been present at the
16 facility at any time prior to that date that you know
17 of?

18 A. No, not that I know of.

19 Q. And she visited your son a lot, correct?

20 A. Yes.

21 Q. So there could be times when she was there
22 and you didn't know about it, or would you know about
23 it?

24 A. There could have been, but I don't -- I
25 don't know.

1 Q. I know these questions sound funny to some
2 extent because it's hard to remember. And this is the
3 only time I get to talk to you. I wasn't around back
4 then. I'm a stranger to this whole thing, just as
5 your son's lawyer is. So I'm just trying to figure
6 out, you know, what I can derive from this paperwork.
7 Do you understand?

8 A. The reason why I say that, I don't think
9 she was there, because I went up three to four times a
10 week, and I don't think Jackie went up there whenever
11 I didn't go, but, just like I said, it's been a long
12 time. She may have and I don't know.

13 Q. Now, **Exhibit 2** is the main reason we're
14 here to talk today, and **Exhibit 2** is an arbitration
15 agreement that was signed by you on your son's behalf,
16 correct?

17 A. Uh-huh.

18 Q. And would you agree with me there's
19 certainly no indication on the face of this document
20 that you didn't have authority to sign it, correct?

21 A. That I didn't have authority to sign it?

22 Q. Yeah. Is there anything on this document
23 that would make someone at Magnolia Place believe that
24 you didn't have authority to sign it?

25 MR. FEIDLER: Objection. You can answer.

1 THE WITNESS: No.

2 QUESTIONS BY MR. BUCKNER:

3 Q. And would you agree with me that you
4 certainly gave Miss Coco Burt no indication that you
5 couldn't sign this document?

6 A. No.

7 Q. And that was probably a double negative.
8 So you didn't say anything to Miss Burt that would
9 make her believe that you lacked authority to sign
10 this?

11 A. No.

12 Q. All right. And as far as -- and I realize
13 that you can't put yourself entirely in her shoes, but
14 as far as Miss Burt would have known based on this
15 agreement you were authorized to enter it on your
16 son's behalf?

17 A. I guess. Yeah.

18 Q. Okay. And if we look at the first
19 paragraph on **Exhibit 1**, can you read that out loud for
20 me?

21 A. "Inducement: Resident and/or
22 representative verifies that all information submitted
23 to facility, including without limitation, financial
24 information, medical history and medical diagnosis, is
25 true and correct and acknowledges that providing false

1 information constitutes a breach of this agreement."

2 Q. And you represented to Magnolia Place that
3 you had authority to sign all admissions paperwork for
4 your son, correct?

5 MR. FEIDLER: Objection.

6 THE WITNESS: Did I -- say that again.

7 QUESTIONS BY MR. BUCKNER:

8 Q. You represented to Magnolia Place of
9 Greenville that you had authority to enter into all
10 admissions paperwork on behalf of your son, correct?

11 A. Yeah.

12 MR. FEIDLER: Same objection.

13 QUESTIONS BY MR. BUCKNER:

14 Q. I mean, I know that -- I have my own
15 children. I'm assuming that you were trying to in
16 every way, shape or form look out for your son's best
17 interest, correct?

18 A. Correct.

19 Q. And that you wouldn't sign something that
20 you thought was not in his best interest, correct?

21 A. Correct.

22 Q. And if there was anything in this
23 admissions paperwork that gave you any pause, what
24 would you have done?

25 A. I wouldn't have signed. But, once again, I

1 don't think -- she did not -- she probably told me
2 what this --

3 Q. We're flipping through the 12 pages of
4 **Exhibit 1**.

5 A. Yeah. And all she said was, you know, you
6 sign here. So, you know, I didn't read over this
7 stuff. I didn't read -- I would have been there all
8 day if I had read over all that stuff that she gave --

9 Q. But you could have done that? You had the
10 opportunity to do that?

11 A. Yes.

12 Q. So when your son was in the hospital and
13 the nursing home, I guess if we take -- what is the
14 time together of his hospitalization plus his
15 residency at Magnolia Place? In other words, how long
16 was he admitted as a patient at those two places
17 collectively?

18 A. You mean the time he was at Richland
19 Memorial?

20 Q. Let's start the clock from June 3rd, 2016,
21 until he was discharged from Magnolia Place of
22 Greenville.

23 A. Seven months.

24 Q. Okay. And during those seven months I
25 would imagine that, you know, he was focused on his

1 recovery. Were you tending to personal matters for
2 him like his finances and things of that nature?

3 MR. FEIDLER: Objection. You can answer.

4 THE WITNESS: Yes.

5 QUESTIONS BY MR. BUCKNER:

6 Q. Okay. Tell me about that. Would you go to
7 the bank and sign things on his behalf?

8 A. I did go to the bank and signed his check
9 one time.

10 Q. Okay. And did your son give you authority
11 to do that?

12 A. No.

13 Q. Okay. Now, when I asked that question, are
14 you assuming that I mean that he called you and told
15 you you could do it?

16 A. Say that again.

17 Q. Well, let me backtrack. Why did you go to
18 the bank and sign a check for your son?

19 A. Because I needed money to pay his bills and
20 gas money for going up and down the road.

21 Q. You were trying to help him, correct?

22 A. Yeah.

23 Q. You're not a crook, correct?

24 A. No.

25 Q. You weren't trying to do anything other

1 than what was best for your son, correct?

2 A. Correct.

3 Q. And he trusted you to do those things,
4 correct?

5 A. I hope so.

6 Q. And certainly when other people were
7 dealing with him, as far as you know he gave them the
8 impression that you had the ability to do that, right?

9 MR. FEIDLER: Objection.

10 THE WITNESS: Ask the question again.

11 QUESTIONS BY MR. BUCKNER:

12 Q. Sure. As far as you know, did your son
13 give others, including the staff at Magnolia Place,
14 the impression that you had the ability to act on his
15 behalf?

16 A. I don't know what he gave other people.

17 Q. Okay. And did you ever witness -- I think
18 you've already answered this, but let me confirm for
19 the record. You never witnessed a conversation
20 between your son and Coco Burt, correct?

21 A. No.

22 Q. Did you ever witness any statement or
23 conversation or any sort of thing whatsoever where
24 your son told or informed someone else that you were
25 not authorized to act on his behalf?

1 A. Say that again.

2 Q. Sure. It was a terrible question. Was
3 there ever a time that you heard your son tell someone
4 else my mother has no authority to act on my behalf?

5 A. No.

6 Q. Was there ever a time that you saw your son
7 do something that would give another person an
8 indication that you weren't authorized to act on his
9 behalf?

10 A. That were or were not?

11 Q. Were not.

12 A. Ask the question again.

13 Q. Was there ever something that you saw your
14 son do that would give another person the impression
15 that you were not authorized to act on his behalf?

16 A. No.

17 Q. Okay. When you executed certain paperwork
18 at Magnolia Place, at Richland Memorial, at the bank,
19 and all these other places where you were signing,
20 potentially, documents on his behalf, I know we
21 haven't confirmed Richland Memorial, but you're
22 telling me that that was a result of happenstance and
23 no specific conversation whatsoever with your son?

24 A. No.

25 Q. All right. What are you telling me?

1 A. What am I telling you about --

2 Q. Yes, ma'am.

3 A. -- signing papers that --

4 Q. I need to know, because this is my last
5 chance to talk to you, and you're under oath, if you
6 and your son ever talked about your authority to
7 execute documents, admissions paperwork, on his
8 behalf.

9 A. No.

10 Q. And you never talked with him about
11 executing bank-related financial documents on his
12 behalf?

13 A. I told him that he had a check that I
14 needed to get cashed, and he told me that I would take
15 it to the bank to see could I get it cashed.

16 Q. Was that around the time when he was
17 admitted to Magnolia Place or --

18 A. Uh-uh.

19 Q. When was that? Before?

20 MR. FEIDLER: Is that a no? I'm sorry.

21 THE WITNESS: I can't remember. I really
22 can't. I can't remember.

23 QUESTIONS BY MR. BUCKNER:

24 Q. All right.

25 A. It seemed like it was before. And then

1 again, it seems like it was after.

2 Q. Fair enough. When you would come to the
3 nursing home to see your son would you speak with the
4 nursing staff about his condition?

5 A. Yes.

6 Q. Okay. Did you speak with the medical
7 director about his condition?

8 A. Who is the medical director?

9 Q. Did you ever speak with a doctor at all
10 when you were there?

11 A. Yes.

12 Q. How about a nurse practitioner?

13 A. I can't remember speaking to a nurse
14 practitioner. What do a nurse practitioner do?

15 Q. Helps the doctor. She's authorized to
16 prescribe medication but would be someone between a
17 nurse and a doctor is the best way to describe it in
18 terms of authority.

19 A. Maybe. Maybe. I can't -- maybe. I talked
20 to a lot of people at Magnolia Place.

21 Q. Would they call you, too, when you weren't
22 in the building?

23 A. On my phone?

24 Q. Uh-huh.

25 A. Yeah, they have.

1 Q. All right. And what would they call you
2 about, that Mr. Boyd had a fall or --

3 A. I can't remember, but I do remember talking
4 to -- I do remember them calling me several times on
5 my phone. Just like you said, you can pull phone
6 records and see.

7 Q. And they were calling you to tell you what
8 was going on or asking you for your input or what? Or
9 both?

10 A. I don't know. I can't remember.

11 Q. Okay. Fair enough.

12 MR. BUCKNER: I think that's all the
13 questions I have.

14 MR. FEIDLER: I have no questions.

15 (Wherein, the deposition was concluded.)
16
17
18
19
20
21
22
23
24
25

WORD INDEX

< 1 >

1 3:10 19:8 23:19
25:4**12** 25:3**19** 3:10**19th** 1:14

< 2 >

2 3:12 22:13, 14**2016** 7:20 10:13
19:12 25:20**2018** 1:14**2018-CP-23-01934**
1:6**22** 3:12**24** 8:6**25** 2:10**29401** 2:11**29403** 2:5**29601** 1:17

< 3 >

3:39 1:15**30th** 19:12, 13, 16
20:19 21:6**32** 2:5**325** 4:24**3rd** 25:20

< 4 >

4 3:4**4:10** 1:15**400** 2:10**418** 1:16**4th** 19:20

< 8 >

803-422-1184 17:23**843-614-8888** 2:6**843-720-5406** 2:11

< A >

ability 27:8, 14**able** 19:9**accident** 7:20 8:15,
18 10:13, 17, 24**accusing** 20:23**acknowledges** 23:25**act** 27:14, 25 28:4,
8, 15**administration**

12:25 13:2

ADMINISTRATIVE

1:10, 25

ADMISSION 3:10

6:25 7:21

admissions 11:23

12:2, 15, 19 13:24

14:5 18:12, 19 19:7

21:10 24:3, 10, 23
29:7**admitted** 7:19 8:4,

14 12:20 19:15

25:16 29:17

Afterward 20:21**age** 4:9**agree** 10:11 11:1

16:3 22:18 23:3

agreeable 5:15, 19,
24**AGREED** 4:1**AGREEMENT** 3:10,

13 15:21 17:8

18:13 19:8 22:15

23:15 24:1

agreements 15:9**allow** 6:1**Anastopoulos** 1:16

2:4

Ann 2:5 4:14**answer** 5:14 7:15

11:13, 17 13:25

14:25 17:4 22:25

26:3

answered 27:18**answers** 5:18 7:11

17:11

anybody 5:23 6:2**appropriate** 10:22**ARBITRATION**

3:13 15:21 17:8

18:13 22:14

asked 26:13**asking** 31:8**assume** 7:16 15:8**assuming** 24:15

26:14

attached 3:18**attention** 21:5**attorney** 5:24**authority** 22:20, 21,

24 23:9 24:3, 9

26:10 28:4 29:6

30:18

authorized 23:15

27:25 28:8, 15

30:15

aware 18:9, 10

< B >

back 12:24 17:20

18:10 19:15, 20

22:3

backtrack 26:17**bank** 26:7, 8, 18

28:18 29:15

bank-related 29:11**bankruptcy** 6:20**Barnett** 4:22**based** 23:14**bathroom** 5:11**beginning** 10:13**behalf** 4:9 9:1

11:23 22:15 23:16

24:10 26:7 27:15,

25 28:4, 9, 15, 20

29:8, 12

believe 8:25 22:23

23:9

best 17:13 24:16,

20 27:1 30:17

better 11:2**bills** 26:19**Biloxi** 19:20, 22**bother** 18:2**BOYD** 1:2, 13, 22

2:15 4:8, 13, 14

10:11 11:22 31:2

boyfriend 8:16**breach** 24:1**break** 5:8, 11**Buckner** 2:9 3:4

4:12 8:12 11:15

12:6 14:2, 24 15:4

23:2 24:7, 13 26:5

27:11 29:23 31:12

building 30:22**Burt** 12:9, 10 16:24

17:13, 17 18:25

21:7 23:4, 8, 14

27:20

buy 15:24, 25

< C >

Calhoun 2:10**call** 5:10 13:7 18:8

30:21 31:1

called 8:21 13:4

26:14

calling 31:4, 7**car** 15:24, 25 16:2**care** 9:12**CAROLINA** 1:2, 7,

17, 18, 21, 22 2:5, 1

3:12

Case 1:5 7:13 13:8**caseworker** 9:5, 18

10:8

caseworkers 9:4

10:1, 5, 7

cashed 29:14, 15**cause** 1:19**cellphone** 17:20, 22**certain** 1:19 28:17**certainly** 21:2

22:19 23:4 27:6

chance 29:5**change** 20:15**changed** 21:2**charged** 6:15**Charleston** 2:5, 11**check** 26:8, 18

29:13

children 24:15**CIRCUIT** 1:1, 20**Clement** 2:9**CLINICAL** 1:8, 24**clock** 25:20**close** 5:2**Coco** 12:9 13:4, 7,

7, 9 15:16 16:24

17:13 23:4 27:20

collectively 25:17**come** 30:2**COMMON** 1:1, 19**complete** 7:21

completed 11:21
concluded 31:15
condition 30:4, 7
confirm 13:15
 27:18
confirmed 28:21
Congratulations
 4:19
consider 14:11
constitutes 24:1
conversation 12:3
 18:18 27:19, 23
 28:23
conversations 19:1
convicted 6:16
copied 3:18
copies 3:18
correct 10:17, 19
 11:3, 12 13:24 14:1
 15:1 16:5, 8, 11, 14,
 17, 18, 20, 21, 23
 17:1, 2, 8 18:23
 19:6 20:2 21:19
 22:16, 20 23:25
 24:4, 10, 17, 18, 20,
 21 26:21, 23 27:1, 2,
 4, 20
counsel 4:2, 2
COUNTY 1:2, 20
 4:25 5:4
couple 5:2 12:21
course 20:18
COURT 1:1, 19
 3:18
crime 6:16, 16
crook 26:23
current 21:3
currently 6:24

< D >

date 19:25 20:4, 5,
 7, 9, 11, 14, 25 21:3,
 4, 16
daughter 9:2 21:13,
 15
day 1:14 8:21
 12:22 25:8
days 12:21
deal 13:18

dealer 15:25
dealing 27:7
dealt 9:25 10:7
 12:14
decisions 10:23
declared 6:19
Defendants 1:12, 25
 2:8 4:3, 10
DEFENDANT'S
 3:10
delegated 11:2
deposed 13:9
deposes 4:10
DEPOSITION 1:13
 4:3 6:4 11:25
 31:15
deposition, 6:7
derive 22:6
describe 30:17
DESCRIPTION
 3:10
determine 18:4
diagnosis 23:24
DIRECT 4:11 5:22
director 30:7, 8
disabled 10:6
discharged 25:21
discuss 17:13
dispute 12:7
doctor 30:9, 15, 17
document 22:19, 22
 23:5
documents 14:21
 16:11, 20 17:1, 4
 28:20 29:7, 11
doing 6:7 20:24
double 23:7
drink 5:10

< E >

earlier 17:10
easier 5:17
easy 13:15, 18
else's 16:22
enter 23:15 24:9
entirely 23:13
everybody 13:4, 6
Evidently 21:4
exactly 6:7

EXAMINATION

4:11
examined 1:14 4:9
execute 11:23
 18:12 29:7
executed 15:21
 28:17
executing 10:12
 29:11
EXHIBIT 3:10, 12
 19:8 22:13, 14
 23:19 25:4
EXHIBITS 3:8, 18
explain 14:7 15:19
explaining 14:20
expressly 4:6
extent 22:2

< F >

face 22:19
facility 18:4 21:16
 23:23
FACILITY-RESIDE
NT 3:12
fact 7:9
fair 7:13, 17 17:4, 5
 30:2 31:11
fall 31:2
false 23:25
familiar 9:23
far 23:12, 14 27:7,
 12
fault 16:20, 22
Feidler 2:4 8:11
 11:13 12:5 13:25
 14:23 15:3 22:25
 24:5, 12 26:3 27:9
 29:20 31:14
fiance 8:16
figure 22:5
filed 6:11
finances 26:2
financial 23:23
 29:11
finish 5:13
Firm 1:16 2:4
first 8:14 12:20
 19:21 23:18
flipping 25:3

focused 25:25
forced 16:10
forget 17:12
form 24:16
formal 13:5
four 22:9
free 9:10
front 7:12
full 4:14
FUNDAMENTAL
 1:8, 10, 23, 24
funny 22:1

< G >

gas 26:20
gentleman 4:21
getting 18:2
give 6:6 7:11, 12
 14:16 17:11 26:10
 27:13 28:7, 14
given 6:4
giving 6:8
go 5:7, 9 12:21, 25
 25 14:14 15:25
 22:11 26:6, 8, 17
going 7:16 11:16
 12:1, 22 14:10
 15:24 18:2, 16 19:4
 26:20 31:8
good 11:6
GREENVILLE 1:2
 8, 16, 21, 23 12:16
 18:11, 20 24:9
 25:22
guess 23:17 25:13

< H >

half 14:12
handled 10:2
happened 6:9 8:18
 13:23
happenstance 28:22
hard 17:11 22:2
head 5:18
heard 28:3
help 26:21
helps 5:17 30:15
history 23:24
home 25:13 30:3

honest 7:23 13:20
hope 27:5
hospital 7:22 8:15, 17, 23 10:9 12:21 25:12
hospitalization 25:14
hours 1:15 8:6
hundred 7:4

< I >

imagine 25:25
impaired 10:19
impression 27:8, 14 28:14
incapacitated 8:6
inch 14:12
including 18:13 23:23 27:13
independent 17:7
INDEX 3:1
indication 22:19 23:4 28:8
Inducement 23:21
information 6:24 23:22, 24 24:1
informed 27:24
input 31:8
instance 20:6
interest 11:11 24:17, 20
interested 13:8
issues 6:3
IV 2:9

< J >

Jackie 9:2, 17, 17 22:10
Jackie's 9:14, 15
Jamaica 13:7
JAMES 1:2, 21 2:15 12:20
job 5:17
JR 1:2, 22 2:15
judge 7:12
JUDICIAL 1:1, 20
June 7:20 10:13 19:12, 13, 16 20:19 21:6 25:20

< K >

keeping 16:16
kind 9:3, 23 10:2
know 5:5, 9 7:3, 4 8:20 9:14 10:4 13:12 14:3, 4, 15, 15, 17 19:4, 14, 14, 18 20:10 21:5, 16, 18, 22, 22, 25 22:1, 6, 12 24:14 25:5, 6, 25 27:7, 12, 16 28:20 29:4 31:10
known 23:14
knows 9:3 10:1

< L >

lacked 23:9
Law 1:16 2:4
lawful 4:9
lawsuit 6:11
lawyer 22:5
leave 16:13
Leola 12:9 13:6
Lexington 4:25 5:1
life 9:7
limitation 23:23
line 5:4
Little 4:24 5:3
live 4:23
LLC 1:8, 9, 11, 23, 24, 25
LLP 2:9
long 9:10 22:11 25:15

look 18:3 23:18

24:16
looks 14:11
lot 5:17 9:25 10:20 21:19 30:20
loud 23:19
love 11:8
lucky 4:21

< M >

ma'am 12:12 18:9 29:2
MAGNOLIA 1:7, 23 6:25 11:21 12:2, 15, 19, 23 18:11, 19 19:21 21:11 22:23

24:2, 8 25:15, 21 27:13 28:18 29:17 30:20
main 22:13
Manor 6:25
MARKED 3:8 19:8
married 4:17
matter 5:10
matters 26:1
Meadowlark 4:24
mean 10:15 24:14 25:18 26:14
means 6:7
medical 23:24, 24 30:6, 8
medication 30:16
member 18:11, 22
Memorial 7:20 8:5 9:9, 12 11:20 25:19 28:18, 21
memory 7:6 12:18
mess 18:17
met 13:2
miles 5:3
Mindy 1:17 4:4
mislead 13:22
misrepresent 13:23
money 26:19, 20
month 8:5
months 25:23, 24
morning 8:18, 21
mother 11:10 28:4
Mountain 4:24 5:3

< N >

name 4:14 13:3, 5
nature 26:2
need 29:4
needed 12:25 26:19 29:14
negative 23:7
never 10:7 15:5 27:19 29:10
new 20:5
Newberry 5:3
nice 13:16
night 8:15, 20
nods 5:18
Notary 1:17 4:4

number 17:22, 24 18:4
nurse 9:20 30:12, 13, 14, 17
nursing 25:13 30:3 4

< O >

oath 6:2, 9, 23 7:9 29:5
object 11:16
objecting 11:18
Objection 8:11 11:13 12:5 13:25 14:23 15:3 22:25 24:5, 12 26:3 27:9
obligation 6:23
obviously 6:23 10:16 16:4
occurred 12:7
o'clock 8:19
October 1:14
office 21:11
Okay 4:16 5:12 7:3, 24 8:4, 13, 25 9:8, 17 13:1, 15 14:14 15:18 17:20 18:5, 25 19:17 21:10 23:18 25:24 26:6, 10, 13 27:17 28:17 30:6 31:11
once 24:25
OPERATIONAL 1:9, 24
opportunity 14:6 16:4 25:10
Original 3:18

< P >

p.m 1:15, 15
PAGE 3:3 19:10
pages 25:3
pain 10:20
paper 16:1
papers 8:24 9:1, 6 14:8, 13 15:22 21:1, 5 29:3
paperwork 7:21 8:9, 20 9:12 10:12, 22 11:20, 23 12:2

13:6 14:6 18:12
 22:6 24:3, 10, 23
 28:17 29:7
paragraph 23:19
parties 6:8
patient 25:16
pause 24:23
pay 21:4 26:19
pbuckner@ycrlaw.co
m 2:12
penalty 7:10
pending 1:19
people 27:6, 16
 30:20
percent 7:4
perjury 7:10
Perry 2:9
person 18:19 28:7,
 14
personal 26:1
phone 5:10 17:18
 18:3 30:23 31:5, 5
phrase 6:6
physically 10:19
picture 13:9
pile 14:13
PLACE 1:7, 23
 11:21 12:2, 15, 19,
 23 18:11, 19 19:21
 21:11 22:23 24:2, 8
 25:15, 21 27:13
 28:18 29:17 30:20
places 25:16 28:19
Plaintiff 1:4, 22 2:3,
 15 4:2
PLEAS 1:1, 20
pleasant 13:16
Pleasure 19:24
plus 25:14
pod 8:17, 19
portion 5:6
potentially 28:20
practitioner 30:12,
 14, 14
pregnant 13:13
prescribe 30:16
present 2:15 18:18,
 21, 22 21:7, 13, 15
presented 10:22
presume 11:5

prevented 15:15
 16:25
PREVIOUSLY 3:8
prior 21:16
probably 8:19 9:16
 23:7 25:1
process 12:15, 19
 13:24
produced 1:13 4:9
providing 23:25
Public 1:18 4:4
pull 31:5
purpose 14:20
put 20:5, 8, 11, 19
 23:13
putting 20:6

< Q >
qualify 7:6
question 5:13, 21, 22,
 22 7:15 11:17 17:3
 26:13 27:10 28:2,
 12
QUESTIONS 3:3
 4:12 8:12 11:15
 12:6 14:2, 24, 25
 15:4, 5 18:17 22:1
 23:2 24:7, 13 26:5
 27:11 29:23 31:13,
 14

< R >
read 14:10 15:8, 13
 16:1, 4, 19 23:19
 25:6, 7, 8
reading 15:15 16:25
realize 23:12
really 14:8 29:21
reason 8:23 13:22
 22:8, 13
recall 6:23 7:23
 12:3 20:12, 13
recalled 11:25
recalling 7:7
received 9:13
recollection 7:5
 12:18 17:7, 14
 18:16
record 5:9 27:19

records 9:8 18:3
 31:6
recovery 26:1
REFERENCED
 3:10
reflect 21:3
regarding 9:12
 11:19
relationship 11:6
remember 8:24 9:6
 12:9, 11, 14 15:18,
 20 17:11, 17, 19
 18:7 22:2 29:21, 22
 30:13 31:3, 3, 4, 10
reporter 3:18

REPRESENTATIVE
 3:12 23:22
represented 24:2, 8
require 5:6
residency 25:15
Resident 23:21
result 28:22
retained 3:18
Richland 7:20 8:4
 9:9, 12 11:20 25:18
 28:18, 21
right 5:2 6:7, 22
 7:19 10:13, 14
 11:18 13:7, 10
 14:21 15:8 16:12,
 19, 22 17:6, 9 18:8,
 9, 13, 14, 15 19:7, 22
 20:10 23:12 27:8
 28:25 29:24 31:1
River 1:16
Rivers 2:9
Road 4:24 26:20
room 6:8
rules 5:6 6:1

< S >
sat 5:5
saw 28:6, 13
saying 18:6, 7
says 4:10
scratch 18:16 20:4
see 12:25 29:15
 30:3 31:6

SERVICES 1:9, 11
 24, 25
seven 8:19 25:23, 24
shape 10:12 24:16
she'd 9:4
sheet 14:16
shoes 23:13
shorthand 4:4
sic 6:25
sign 14:17 16:10
 19:12, 16, 19 21:5
 22:20, 21, 24 23:5,
 24:3, 19 25:6 26:7
 18
signature 4:6 9:11
 19:10 20:2
signed 8:8 9:1
 15:9 20:1, 12, 15
 21:1, 8, 11 22:15
 24:25 26:8
signing 8:24 9:6
 12:2 15:22 28:19
 29:3
son 5:23 7:19 8:4
 9:1, 13 10:11 11:5
 22 13:24 15:23
 16:14 17:14 18:10
 19, 21 19:2, 8 21:1
 24:4, 10 25:12
 26:10, 18 27:1, 12,
 20, 24 28:3, 6, 14, 24
 29:6 30:3
son's 6:25 22:5, 15
 23:16 24:16
sorry 29:20
sort 27:23
sound 22:1
SOUTH 1:2, 7, 17,
 18, 21, 22 2:5, 11
 3:10
speak 30:3, 6, 9
speaking 30:13
specific 28:23
speculate 9:9
speculating 9:11
spiel 5:6
stack 14:8
staff 18:11 27:13
 30:4

Deposition of Wilda Boyd

start 25:20
STATE 1:2, 18, 21
statement 27:22
Stefan 2:4
stefan@akimlawfirm.com 2:6
Stevens 4:15, 16, 22
STIPULATED 4:1
stranger 22:4
Street 1:16 2:5, 10
stuff 9:3, 23 10:2, 3 15:25 16:1 25:7, 8
submitted 23:22
subpoenaed 9:8
sued 6:13
Suite 2:10
supplied 20:1
sure 7:4, 10 11:19 15:23 27:12 28:2
surgery 8:22, 23
sworn 1:13 4:9 6:2

< T >
take 5:8 14:6 16:13 25:13 29:14
taken 4:3
talk 5:14 6:2 18:6 22:3, 14 29:5
talked 9:5 17:15 29:6, 10 30:19
talking 6:18 17:17 31:3
tell 7:6 9:10 15:13 26:6 28:3 31:7
telling 15:25 18:10 28:22, 25 29:1
tells 11:18
tending 26:1
terms 30:18
terrible 9:7 28:2
testifies 18:25
testimony 6:9 8:5, 8, 13
Thank 4:20
THI 1:7, 22
thick 14:13
thing 17:10 22:4 27:23
things 5:7 10:23 14:7 26:2, 7 27:3

think 5:3, 3 7:24 10:21 13:13 19:25 20:6 22:8, 10 25:1 27:17 31:12
think's 9:11
THIRTEENTH 1:1, 20
thought 9:22 24:20
three 8:18 22:9
tickets 6:18
time 5:8 7:12 8:16 9:7, 7 10:9 11:16, 16, 21, 25 13:14 18:22 19:21 21:16 22:3, 12 25:14, 18 26:9 28:3, 6 29:16
times 21:21 22:9 31:4
today 5:6 7:11 13:9 17:24 22:14
told 8:21 9:2 12:1, 24 13:3 15:5 17:7 18:16 25:1 26:14 27:24 29:13, 14
town 12:22
traffic 6:18
transcribed 4:5
transcript 3:19
transferred 12:23
traumatic 10:17, 24
treatment 9:13
treatments 15:24
trip 19:24
true 23:25
trusted 27:3
trying 16:2 18:1 22:5 24:15 26:21, 25
two 25:16
typewriting 4:5

< U >
Uh-huh 4:18 5:16 8:7 10:18 13:11 19:3 20:3 22:17 30:24
uh-huhs 5:18
Uh-uh 29:18
uh-uhs 5:18
ultimately 8:25

understand 5:22 7:1 16:3 20:23 22:7
understanding 4:13 17:1
understood 7:7, 16
unfortunately 5:5
use 17:20, 24

< V >
Vacation 19:24
Verbal 5:18 17:11
verifies 23:22
verify 19:9
visited 21:19
Vislay 1:17 4:4
vs 1:5

< W >
waived 4:6
walked 13:12
want 5:8 7:10 11:19, 23 18:2, 12 20:10
wanted 16:7, 13 21:3
water 5:10
way 11:10 16:17 24:16 30:17
week 22:10
Well 5:5 6:22 7:24 8:16 10:16 13:9, 15 14:10, 19 18:1 26:17
went 8:17, 22 10:9, 9 13:2 14:5 19:21 22:9, 10
we're 5:4 6:7, 8 22:13 25:3
whatsoever 27:23 28:23
WILDA 1:13 4:8, 14
wishes 11:11
witness 4:6 11:14 14:1 23:1 24:6 26:4 27:10, 17, 22 29:21
witnessed 27:19

words 5:11 10:16 25:15
wrong 20:7, 9, 11

< Y >
y'all 4:23 11:8
Yeah 5:4 10:20 11:7, 9 13:19, 21 20:21 21:4 22:22 23:17 24:11 25:5 26:22 30:25
Young 2:9

WORD LIST

< 1 >

1 (4)
12 (1)
19 (1)
19th (1)

< 2 >

2 (3)
2016 (4)
2018 (1)
2018-CP-23-01934
(1)
22 (1)
24 (1)
25 (1)
29401 (1)
29403 (1)
29601 (1)

< 3 >

3:39 (1)
30th (5)
32 (1)
325 (1)
3rd (1)

< 4 >

4 (1)
4:10 (1)
400 (1)
418 (1)
4th (1)

< 8 >



< A >

ability (2)
able (1)
accident (6)
accusing (1)
acknowledges (1)
act (5)
administration (2)
ADMINISTRATIVE

(2)
ADMISSION (3)
admissions (14)
admitted (7)
Afterward (1)
age (1)
agree (5)
agreeable (3)
AGREED (1)
AGREEMENT (9)
agreements (1)
allow (1)
Anastopoulos (2)
Ann (2)
answer (9)
answered (1)
answers (3)
anybody (2)
appropriate (1)
ARBITRATION (5)
asked (1)
asking (1)
assume (2)
assuming (2)
attached (1)
attention (1)
attorney (1)
authority (10)
authorized (5)
aware (2)

< B >

back (6)
backtrack (1)
bank (5)
bank-related (1)
bankruptcy (1)
Barnett (1)
based (1)
bathroom (1)
beginning (1)
behalf (15)
believe (3)
best (5)
better (1)
bills (1)
Biloxi (2)
bother (1)
BOYD (10)

boyfriend (1)
breach (1)
break (2)
Buckner (16)
building (1)
Burt (11)
buy (2)

< C >

Calhoun (1)
call (5)
called (3)
calling (2)
car (3)
care (1)
CAROLINA (9)
Case (3)
caseworker (3)
caseworkers (4)
cashed (2)
cause (1)
cellphone (2)
certain (2)
certainly (4)
chance (1)
change (1)
changed (1)
charged (1)
Charleston (2)
check (3)
children (1)
CIRCUIT (2)
Clement (1)
CLINICAL (2)
clock (1)
close (1)
Coco (10)
collectively (1)
come (1)
COMMON (2)
complete (1)
completed (1)
concluded (1)
condition (2)
confirm (2)
confirmed (1)
Congratulations (1)
consider (1)
constitutes (1)

conversation (5)
conversations (1)
convicted (1)
copied (1)
copies (1)
correct (38)
counsel (2)
COUNTY (4)
couple (2)
course (1)
COURT (3)
crime (2)
crook (1)
current (1)
currently (1)

< D >

date (11)
daughter (3)
day (4)
days (1)
deal (1)
dealer (1)
dealing (1)
dealt (3)
decisions (1)
declared (1)
Defendants (5)
DEFENDANT'S (1)
delegated (1)
deposed (1)
deposes (1)
DEPOSITION (5)
deposition, (1)
derive (1)
describe (1)
DESCRIPTION (1)
determine (1)
diagnosis (1)
DIRECT (2)
director (2)
disabled (1)
discharged (1)
discuss (1)
dispute (1)
doctor (3)
document (3)
documents (8)
doing (2)

double (1)	forget (1)	including (3)	look (3)
drink (1)	form (1)	independent (1)	looks (1)
< E >	formal (1)	INDEX (1)	lot (5)
earlier (1)	four (1)	indication (3)	loud (1)
easier (1)	free (1)	Inducement (1)	love (1)
easy (2)	front (1)	information (4)	lucky (1)
else's (1)	full (1)	informed (1)	< M >
enter (2)	FUNDAMENTAL	input (1)	ma'am (3)
entirely (1)	(4)	instance (1)	MAGNOLIA (21)
everybody (2)	funny (1)	interest (3)	main (1)
Evidently (1)	< G >	interested (1)	Manor (1)
exactly (1)	gas (1)	issues (1)	MARKED (2)
EXAMINATION (1)	gentleman (1)	IV (1)	married (1)
examined (2)	getting (1)	< J >	matter (1)
execute (3)	give (9)	Jackie (4)	matters (1)
executed (2)	given (1)	Jackie's (2)	Meadowlark (1)
executing (2)	giving (1)	Jamaica (1)	mean (4)
EXHIBIT (7)	go (11)	JAMES (4)	means (1)
EXHIBITS (2)	going (11)	job (1)	medical (4)
explain (2)	good (1)	JR (3)	medication (1)
explaining (1)	GREENVILLE (10)	judge (1)	member (2)
expressly (1)	guess (2)	JUDICIAL (2)	Memorial (8)
extent (1)	< H >	June (8)	memory (2)
< F >	half (1)	< K >	mess (1)
face (1)	handled (1)	keeping (1)	met (1)
facility (3)	happened (3)	kind (3)	miles (1)
FACILITY-RESIDE	happenstance (1)	know (37)	Mindy (2)
NT (1)	hard (2)	known (1)	mislead (1)
fact (1)	head (1)	knows (2)	misrepresent (1)
fair (6)	heard (1)	< L >	money (2)
fall (1)	help (1)	lacked (1)	month (1)
false (1)	helps (2)	Law (2)	months (2)
familiar (1)	history (1)	lawful (1)	morning (2)
far (4)	home (2)	lawsuit (1)	mother (2)
fault (2)	honest (2)	lawyer (1)	Mountain (2)
Feidler (14)	hope (1)	leave (1)	< N >
fiance (1)	hospital (7)	Leola (2)	name (3)
figure (1)	hospitalization (1)	Lexington (2)	nature (1)
filed (1)	hours (2)	life (1)	need (1)
finances (1)	hundred (1)	limitation (1)	needed (3)
financial (2)	< I >	line (1)	negative (1)
finish (1)	imagine (1)	Little (2)	never (4)
Firm (2)	impaired (1)	live (1)	new (1)
first (4)	impression (3)	LLC (6)	Newberry (1)
flipping (1)	incapacitated (1)	LLP (1)	nice (1)
focused (1)	inch (1)	long (3)	night (2)
forced (1)			nods (1)

Notary (2)
 number (3)
 nurse (5)
 nursing (3)

 < O >
 oath (5)
 object (1)
 objecting (1)
 Objection (11)
 obligation (1)
 obviously (3)
 occurred (1)
 o'clock (1)
 October (1)
 office (1)
 Okay (27)
 once (1)
 OPERATIONAL (2)
 opportunity (3)
 Original (1)

 < P >
 p.m (2)
 PAGE (2)
 pages (1)
 pain (1)
 paper (1)
 papers (9)
 paperwork (18)
 paragraph (1)
 parties (1)
 patient (1)
 pause (1)
 pay (2)
 pbuckner@ycrlaw.co
 m (1)
 penalty (1)
 pending (1)
 people (3)
 percent (1)
 perjury (1)
 Perry (1)
 person (3)
 personal (1)
 phone (6)
 phrase (1)
 physically (1)
 picture (1)

pile (1)
 PLACE (20)
 places (2)
 Plaintiff (5)
 PLEAS (2)
 pleasant (1)
 Pleasure (1)
 plus (1)
 pod (2)
 portion (1)
 potentially (1)
 practitioner (3)
 pregnant (1)
 prescribe (1)
 present (7)
 presented (1)
 presume (1)
 prevented (2)
 PREVIOUSLY (1)
 prior (1)
 probably (4)
 process (3)
 produced (2)
 providing (1)
 Public (2)
 pull (1)
 purpose (1)
 put (5)
 putting (1)

 < Q >
 qualify (1)
 question (11)
 QUESTIONS (20)

 < R >
 read (10)
 reading (2)
 realize (1)
 really (2)
 reason (4)
 recall (5)
 recalled (1)
 recalling (1)
 received (1)
 recollection (5)
 record (2)
 records (3)
 recovery (1)

REFERENCED (1)
 reflect (1)
 regarding (2)
 relationship (1)
 remember (19)
 reporter (1)

 REPRESENTATIVE
 (2)
 represented (2)
 require (1)
 residency (1)
 Resident (1)
 result (1)
 retained (1)
 Richland (8)
 right (29)
 River (1)
 Rivers (1)
 Road (2)
 room (1)
 rules (2)

 < S >
 sat (1)
 saw (2)
 saying (2)
 says (1)
 scratch (2)
 see (4)
 SERVICES (4)
 seven (3)
 shape (2)
 she'd (1)
 sheet (1)
 shoes (1)
 shorthand (1)
 sic (1)
 sign (16)
 signature (4)
 signed (12)
 signing (6)
 son (33)
 son's (5)
 sorry (1)
 sort (1)
 sound (1)
 SOUTH (9)
 speak (3)

speaking (1)
 specific (1)
 speculate (1)
 speculating (1)
 spiel (1)
 stack (1)
 staff (3)
 start (1)
 STATE (3)
 statement (1)
 Stefan (1)
 stefan@akimlawfirm.
 com (1)
 Stevens (3)
 STIPULATED (1)
 stranger (1)
 Street (3)
 stuff (8)
 submitted (1)
 subpoenaed (1)
 sued (1)
 Suite (1)
 supplied (1)
 sure (6)
 surgery (2)
 sworn (3)

 < T >
 take (5)
 taken (1)
 talk (6)
 talked (5)
 talking (3)
 tell (6)
 telling (5)
 tells (1)
 tending (1)
 terms (1)
 terrible (2)
 testifies (1)
 testimony (4)
 Thank (1)
 THI (2)
 thick (1)
 thing (3)
 things (6)
 think (12)
 think's (1)
 THIRTEENTH (2)

thought (2)
three (2)
tickets (1)
time (22)
times (3)
today (5)
told (13)
town (1)
traffic (1)
transcribed (1)
transcript (1)
transferred (1)
traumatic (2)
treatment (1)
treatments (1)
trip (1)
true (1)
trusted (1)
trying (6)
two (1)
typewriting (1)

< U >

Uh-huh (9)
uh-huhs (1)
Uh-uh (1)
uh-uhs (1)
ultimately (1)
understand (5)
understanding (2)
understood (2)
unfortunately (1)
use (2)

< V >

Vacation (1)
Verbal (2)
verifies (1)
verify (1)
visited (1)
Vislay (2)
vs (1)

< W >

waived (1)
walked (1)
want (7)
wanted (3)
water (1)

way (4)
week (1)
Well (11)
went (9)
we're (5)
whatsoever (2)
WILDA (3)
wishes (1)
witness (10)
witnessed (1)
words (3)
wrong (3)

< Y >

y'all (2)
Yeah (14)
Young (1)

IN THE COURT OF COMMON PLEAS
THIRTEENTH JUDICIAL CIRCUIT
STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

JAMES BOYD, JR.,
Plaintiff,

VS.

)
)
)
)
)
) Case No.
) 2018-CP-23-01934

THI OF SOUTH CAROLINA
AT MAGNOLIA PLACE AT
GREENVILLE, LLC;
FUNDAMENTAL CLINICAL
AND OPERATIONAL
SERVICES, LLC;
FUNDAMENTAL
ADMINISTRATIVE
SERVICES, LLC,

Defendants.

)
)
)
)
)
)
)
)
)
)

DEPOSITION OF JAMES BOYD, JR., produced,
sworn and examined on the 19th day of October, 2018,
between the hours of 2:45 p.m. and 3:36 p.m., at the
Anastopoulo Law Firm, 418 River Street, Greenville,
South Carolina, 29601, before Mindy Vislay, a Notary
Public within and for the State of South Carolina, in
a certain cause now pending in the Court of Common
Pleas, Thirteenth Judicial Circuit, in the County of
Greenville, State of South Carolina, wherein JAMES
BOYD, JR., is Plaintiff and THI OF SOUTH CAROLINA AT
MAGNOLIA PLACE AT GREENVILLE, LLC; FUNDAMENTAL
CLINICAL AND OPERATIONAL SERVICES, LLC; FUNDAMENTAL
ADMINISTRATIVE SERVICES, LLC, are Defendants.

A P P E A R A N C E S

For the Plaintiff:

Anastopoulo Law Firm
By: Stefan B. Feidler
32 Ann Street
Charleston, South Carolina 29403
843-614-8888
stefan@akimlawfirm.com

For the Defendants:

Young, Clement, Rivers, LLP
By: Perry M. Buckner, IV
25 Calhoun Street
Suite 400
Charleston, South Carolina 29401
843-720-5406
pbuckner@ycrlaw.com

Also present: Wilda Boyd

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

INDEX

QUESTIONS BY:

PAGE NO.

MR. BUCKNER
MR. FEIDLER4
42

EXHIBITS

DEFENDANT'S

DESCRIPTION

PAGE MKD.

EXHIBIT 1

ADMISSION AGREEMENT - SOUTH
CAROLINA

34

EXHIBIT 2

FACILITY-RESIDENT/REPRESENTATIVE
ARBITRATION AGREEMENT

36

(Original exhibits were retained by the court
reporter and will be copied and attached to copies of
the transcript.)

1 IT IS HEREBY STIPULATED AND AGREED, by and
2 between counsel for the Plaintiff and counsel for the
3 Defendants that this deposition may be taken in
4 shorthand by Mindy Vislay, a Notary Public, and
5 afterwards transcribed into typewriting; and the
6 signature of the witness is expressly waived.

7 * * * * *

8 JAMES BOYD, JR.,
9 of lawful age, produced, sworn and examined on behalf
10 of the Defendants, deposes and says:

11 DIRECT EXAMINATION

12 QUESTIONS BY MR. BUCKNER:

13 Q. Mr. Boyd, my name is Perry Buckner. We
14 just met briefly for the first time off the record,
15 and I am here today to ask you some questions about
16 your admission to a healthcare facility that I
17 represent in Greenville, South Carolina. Is that your
18 understanding as well?

19 A. Yes, sir.

20 Q. The rules of civil procedure in South
21 Carolina require me to go over some things with you
22 before we get started. Some sort of background kind
23 of stuff.

24 Have you ever given a deposition like you're doing
25 here today before?

1 A. Yes, I have.

2 Q. Okay. When did you do that?

3 A. When was that? The last time we came up
4 here, I think.

5 MR. FEIDLER: Mediation, I think.

6 MR. BUCKNER: Motor vehicle?

7 MR. FEIDLER: Mediation.

8 MR. BUCKNER: I gotcha. With Tom
9 Stevenson? Okay.

10 QUESTIONS BY MR. BUCKNER:

11 Q. Let me ask you the question a different
12 way. Have you ever been in a room where you were
13 under oath like you are now giving testimony?

14 A. No.

15 Q. Well, I'll be asking you questions, and
16 you'll have to give a verbal answer to my questions.
17 It will be pretty much like a conversation. The one
18 thing you need to be mindful of is to give -- it's
19 very common in ordinary conversation to go uh-huh and
20 uh-uh. I do that, too. But because she has a job to
21 take down everything we say, try to say yes, no and
22 all that kind of stuff.

23 If you want a break at any time you're entitled to
24 it. As long as I'm not in the middle of a question or
25 you're, like, in the middle of an answer you can take

1 a break and I'll accommodate you.

2 A. Okay.

3 Q. Also, if you don't understand a question
4 that I ask you, you can ask me to rephrase it, and I
5 will. I'm usually pretty slow and deliberate, but I'm
6 guilty of asking a confusing question all the time.
7 So just ask me and I'll clarify it.

8 Now that you've been sworn in, however, you cannot
9 talk with your lawyer about this case. You can talk
10 with him about anything else in the world you want to,
11 but you can't talk about the case with anybody now
12 that you're under oath.

13 Does that sound fair?

14 A. Yes.

15 Q. There you go. That's a good example of
16 what I was talking about. It is very normal to head
17 nod and say uh-huh, but you can't do that today.

18 A. Okay.

19 Q. And I'll try to help you along the way.
20 Also, if you answer a question that I ask you, I'm
21 going to assume, unless you've asked me to clarify,
22 that you understood my question. Is that fair?

23 A. Yes, sir.

24 Q. And I'm also going to assume that the
25 answers you give here today under oath will be the

1 same that you'll give if called to testify in court in
2 front of a judge. Is that fair?

3 A. Yes, sir.

4 Q. Okay. Tell me what your full name is,
5 please.

6 A. My full name is James Calvin Boyd, Jr.

7 Q. And when were you born?

8 A. [REDACTED].

9 Q. Okay. And where do you currently live?

10 A. [REDACTED]
11 [REDACTED].

12 Q. Is that in Newberry County?

13 A. Yes, sir.

14 Q. All right.

15 A. Oh, no. Lexington County. Lexington
16 County.

17 Q. Is part of Little Mountain in Newberry
18 County?

19 A. Part of Little Mountain is, but we live in
20 the Lexington County part of it.

21 Q. Do you ever go eat at Wise Bar-B-Q?

22 A. Cannons BBQ you mean?

23 Q. No. Wise is in --

24 MR. FEIDLER: Newberry.

25 MR. BUCKNER: Yeah. Do you know where --

1 it's good. It's only open like two days a week,
2 though.

3 QUESTIONS BY MR. BUCKNER:

4 Q. And were you born in Newberry County -- or
5 Lexington County?

6 A. Yes. Lexington.

7 Q. Where are you originally from, Little
8 Mountain?

9 A. I'm originally from Chapin.

10 Q. Okay. Near the lake?

11 A. No. I ain't too far from the lake, though.

12 Q. When did you leave Chapin and move to
13 Little Mountain?

14 A. Ten, 15 years ago. Something like that.

15 Q. And it's my understanding, and you correct
16 me if I'm wrong, that what led to your admission to
17 the nursing home was a motor vehicle accident?

18 A. Yes.

19 Q. Were you a pedestrian and were hit by a
20 motor vehicle?

21 A. Yes.

22 Q. And when did that occur?

23 A. June 16th, 2000 -- June 16th, 2000 -- I
24 mean June 3rd, 2016.

25 Q. Okay.

1 A. June 3rd.

2 Q. It's my understanding that you suffered
3 some injuries as a result of that, right?

4 A. Yes.

5 Q. And what happened to you?

6 A. Well, I was riding my bike, and I woke up
7 the next day and I was in the hospital, and I couldn't
8 move. And they told me I was paralyzed at first, but
9 then the nurse came to give me a bath, and I told her
10 I could feel it. And she's like, you can feel all
11 this? And I was like, yes. So she went back and told
12 the doctor, and he came back and told me that, well,
13 maybe I can -- I probably won't be able to walk like I
14 used to or whatever, but I can get some of my
15 functions back, it's just up to me and the Lord, I
16 guess.

17 Q. So you never suffered any -- and I use the
18 term because it's in the medical chart. You never had
19 any cognitive deficit, like you never lost any ability
20 to think or -- like that?

21 A. No.

22 Q. And that remains true today --

23 A. Yeah.

24 Q. -- from a mental standpoint you're still
25 the same baseline as it was before the accident?

1 A. Yes.

2 Q. Okay. And that would have been true when
3 you were admitted to the nursing home however many
4 weeks after this incident, right?

5 A. Yes.

6 Q. All right. Well, first, I'm thankful that
7 you're okay. I understand that we're not on the same
8 side of this lawsuit, but I've got a job to do,
9 obviously. I don't wish, you know, poorly of anyone.
10 I'm glad that things have at least improved from the
11 initial diagnosis or prognosis. So, that's good.

12 How long were you hospitalized after the accident?

13 A. A month.

14 Q. Okay. And the paperwork that I have shows
15 that you were admitted to Magnolia Manor of Greenville
16 on or around June 30th, 2016. Does that sound right?

17 A. June the 30th you said?

18 Q. That's what I have.

19 A. Somewhere up in there. June, July.
20 Somewhere up in there.

21 Q. Now, I see you, for the record, looking
22 over at your mother, which, again, is something normal
23 that you would do in conversation, but for purposes of
24 this conversation you can't do that.

25 A. All right.

1 Q. You can't look to someone else for an
2 answer. And I'm not trying to jump on you. I know
3 I'm asking fairly background stuff, but try not to do
4 that. For the record, Miss Wilda was not being
5 suggestive or anything untoward going on. I just want
6 it to be clear. And I know why you're doing it,
7 because you're just trying to look to her to see if
8 she remembers.

9 A. The reason I did that is because I wasn't
10 quite sure if it was in June or July, but it was in
11 that time frame. I was in the hospital at least about
12 a month.

13 Q. And as a result of the incident that
14 happened in early June of 2016 where you were struck
15 as a pedestrian did you lose some function with your
16 hands?

17 A. Did I lose some function with my hands? I
18 couldn't do nothing at first.

19 Q. Okay. And just so I know, because we
20 obviously did not know each other before that, before
21 June of 2016 when this incident occurred, did you have
22 any disabilities or health issues?

23 A. Before my accident? No.

24 Q. Okay. And what exactly -- after the
25 accident you underwent -- I assume suffered some

1 fractures?

2 A. Yeah.

3 Q. Tell me basically what the doctors told
4 you, after they figured out that you were not
5 paralyzed, what you actually suffered injury-wise.

6 A. I think it's C4 and C5, my spinal injury.

7 Q. What else?

8 A. That was pretty much it. They said that
9 the surgery was good and it was just left up to me and
10 how much therapy they give me or whatever I can do.

11 Q. So you had a fracture of those two
12 vertebrae, correct?

13 A. Uh-huh. Yes, sir. Yes, sir.

14 Q. You didn't have any broken legs or broken
15 arms?

16 A. No.

17 Q. And the surgery that you referenced was
18 solely to repair the fractured vertebrae, correct?

19 A. Yes.

20 Q. How was it that you came to be admitted to
21 Magnolia Manor of Greenville?

22 A. Well, they assigned me a caseworker while I
23 was at Richland Memorial, and they were trying to find
24 a nursing home for me to go in because I had the
25 spinal injury, and she was looking into a nursing home

1 that specified into the spinal injuries, and she came
2 up with Magnolia Place in Greenville.

3 Q. I'm sorry. I've been saying Magnolia Manor
4 of Greenville. What I meant is Magnolia Place --

5 A. Place. Yeah.

6 Q. -- of Greenville. There are two Magnolias
7 in Greenville, and I'm referring to Magnolia Place
8 when I said Magnolia Manor.

9 A. Well, I gotcha.

10 Q. And did you have a conversation with the
11 caseworker about Magnolia Place other than what you've
12 already described?

13 A. No.

14 Q. Okay. And at that time you were able to
15 make your own decisions, correct?

16 A. Yes.

17 Q. You didn't have a power of attorney or
18 conservator or guardian or anything like that,
19 correct?

20 A. No.

21 Q. All right. And you could make your needs
22 known?

23 A. Yes.

24 Q. And your mother, it's my understanding, was
25 assisting you with some matters, correct?

1 A. Yes.

2 Q. And obviously this was a life changing
3 injury. Is that fair?

4 A. Yes.

5 Q. And it was a traumatic time for you?

6 A. Yes.

7 Q. Okay. And did it cause stress on you and
8 your family?

9 A. Yes.

10 Q. Does it still today?

11 A. Yes.

12 Q. And because of that stress and that
13 pressure did it make sense to you at the time to have
14 your mother help you with certain matters pertaining
15 to the admission to the nursing home?

16 MR. FEIDLER: Objection. You can answer.

17 QUESTIONS BY MR. BUCKNER:

18 Q. There are going to be times today where
19 your lawyer objects to the form of the question. As
20 long as he doesn't instruct you not to answer you
21 still have to answer. And I know, again, it's one of
22 these things if someone talks over you in normal
23 conversation you would stop, but answer as if he did
24 not.

25 A. What was the question?

1 Q. I'm going to rephrase it for you. In light
2 of the stress and the pressure that was put on your
3 family by this injury did it appear appropriate for
4 you at the time in 2016 to allow your mother to take
5 care of certain matters regarding your admission to
6 the nursing home?

7 MR. FEIDLER: Same objection. You can
8 answer.

9 THE WITNESS: I have to answer?

10 QUESTIONS BY MR. BUCKNER:

11 Q. You do.

12 A. Okay. During that time? Yeah, I believe
13 my mom, it would have been appropriate for her to help
14 me in certain things. Certain things.

15 Q. Would one of those things have been getting
16 you admitted to Magnolia Place of Greenville?

17 A. I don't know about that, because the
18 caseworker was handling all that.

19 Q. You're talking about the Richland Memorial
20 caseworker?

21 A. Yes, sir.

22 Q. But, obviously, discharging from Richland
23 Memorial and going to Magnolia Place requires
24 paperwork and things of that nature to be
25 accomplished, right?

1 A. Uh-huh.

2 Q. And was your mother someone who was
3 delegated to take care of those items?

4 A. Not really. No.

5 Q. Okay. When you were admitted to Magnolia
6 Place of Greenville do you recall meeting with an
7 individual by the name of Leola Burt?

8 A. No, I don't.

9 Q. You don't remember Ms. Burt at all?

10 A. No, I don't.

11 Q. Do you remember someone by the first name
12 of Coco?

13 A. I do remember Coco.

14 Q. Coco and Leola are the same person.

15 A. Okay. Well, if they are the same person
16 then I know Coco.

17 Q. And you met Coco Burt at Magnolia Place?

18 A. Yeah, I have.

19 Q. And what is it that you know about
20 Ms. Burt?

21 A. Not a whole lot really, just that I think
22 she worked at like an intake or something like that,
23 but other than that I don't really know nothing about
24 her.

25 Q. When you say intake you mean admissions?

1 A. Yeah. Admissions.

2 Q. So you saw her during the admissions
3 process?

4 A. Not my admission process I didn't.

5 Q. Well, then how is it that you came to know
6 her and that she did admissions?

7 A. When I was in there. I mean, whenever I
8 was in there, I mean, she would come around sometimes
9 to people's rooms and say how are you doing and talk
10 to us.

11 Q. Did you ever meet her during the admissions
12 process?

13 A. Not that I recall.

14 Q. If Ms. Burt would testify that she did meet
15 you during the admission process would you assert that
16 she would be lying?

17 A. I would say yes because I don't remember
18 anything about --

19 Q. Well, I understand you may not remember,
20 and that's fair. It's been more than two-and-a-half
21 years.

22 A. Yeah, but --

23 Q. I'm asking if not only do you not remember,
24 but are you suggesting that you in fact did not meet
25 with her during the admissions process, or,

1 alternatively, you don't know?

2 A. I don't know.

3 Q. So it's fair to say that if Ms. Burt
4 testified that she recalls that, you wouldn't have any
5 memory or evidence --

6 A. No.

7 Q. -- to say that was false?

8 A. Let me rephrase that. Because I want to
9 get this right. When I got to Magnolia Place I didn't
10 talk to anybody about my admission. Nobody came to me
11 and asked me anything about my admission. All I knew
12 was I was there. And my caseworker handled all the
13 paperwork. Whatever happened in between, they never
14 came and asked me anything.

15 Q. When you say caseworker, at Richland
16 Memorial?

17 A. Uh-huh.

18 Q. Now, a Richland Memorial caseworker, they
19 can't sign you into a nursing home. You understand
20 that?

21 A. I know they can't sign me into a nursing
22 home. I don't know how that came to happen, but it
23 did. All I knew is that they came to my room and
24 shipped me from Richland Memorial to Greenville.

25 Q. Okay. And I've got -- and we can mark this

1 in a little bit -- both your admissions agreement,
2 arbitration agreement and the more general business
3 file that has to do with your admission to Magnolia
4 Place of Greenville, and I'll represent to you, and I
5 think you'll agree, that there's no document in there
6 that's signed by any Richland Memorial caseworker --

7 A. Okay. That's fine.

8 Q. -- correct?

9 A. That's correct, I guess.

10 Q. All right. You don't recall -- there was
11 no caseworker from Richland Memorial that was present
12 at Magnolia Place of Greenville?

13 A. No.

14 Q. And, so, when you said that they handled
15 your admission, you mean they made arrangements for
16 you to get there?

17 A. I guess.

18 Q. Okay. Now, I assume that throughout all of
19 this your mother has been someone who you trusted to
20 assist you, correct?

21 A. Yes.

22 Q. And that your mother is someone who has
23 effectuated and ensured that your wishes and desires
24 are met, correct?

25 MR. FEIDLER: Objection. You can answer.

1 THE WITNESS: I can't answer that.

2 QUESTIONS BY MR. BUCKNER:

3 Q. Why not? Are you not answering it because
4 he's objecting?

5 A. No. I can't answer that because I don't
6 know the whole facts behind what her motivation was
7 for doing it. All I know is she loves me and she's my
8 son -- I'm her son, and that's it.

9 Q. And she has no ill will toward you,
10 correct?

11 A. No.

12 Q. And she would never do something against
13 your will, correct?

14 A. No.

15 Q. Okay. And did you object to being admitted
16 to Magnolia Place at any time yourself?

17 A. No. Because I was under the impression
18 that it was one of the best spinal injury nursing
19 homes in the state.

20 Q. And did you ever tell your mother or
21 anybody at Magnolia Place of Greenville that you did
22 not want to be there?

23 A. Yes. I told my mom I didn't want to be
24 there, and I also told a couple nurses,
25 administration. Josh. I forgot his last name. A

1 couple guys.

2 Q. I told you I was going to mess up some
3 questions. That was a poor question. Did you ever
4 tell anyone that before you were admitted to Magnolia
5 Place?

6 A. No.

7 Q. Do you remember what time of day it was
8 when you arrived at Magnolia Place in Greenville?

9 A. I want to say it was in the evening.
10 That's what I want to say, that it was sometime around
11 four or five, if I'm not mistaken.

12 Q. And what kind of medications were you on at
13 that time?

14 A. None that I know of. I mean, except for
15 what the doctors gave me when I was at Richland
16 Memorial, but I wasn't --

17 Q. I would imagine three or four weeks after a
18 significant spinal fracture you were on some type of
19 medication, sir.

20 MR. FEIDLER: Objection. You can answer
21 if --

22 QUESTIONS BY MR. BUCKNER:

23 Q. Is that the case?

24 A. Yeah. I had to be on something.

25 Q. Do you remember what you were on?

1 A. No. It had to be pain pills, though. Some
2 kind of pain pills. Something to keep my pain down.
3 But, to my knowledge, I don't recall them giving me
4 any medication, but I'm assuming that they had to, but
5 I don't remember them giving me medication.

6 Q. And just a couple things. I should have
7 asked you this in the beginning. Are you under any
8 medications today?

9 A. No.

10 Q. You're not on anything --

11 A. I mean yeah. I'm on my medication that my
12 family doctor put me on and some medication that
13 Magnolia had put me on.

14 Q. And what is that?

15 A. Baclofen. Tramadol. What else? I don't
16 know the rest of them. It's just quite a few.

17 Q. Any of those medications that you're
18 currently taking, would they affect your ability to
19 give accurate testimony today?

20 A. No.

21 Q. What is your sister's full name?

22 A. Jackie Annette Boyd.

23 Q. And what was her involvement, if any, with
24 your admission to Magnolia Place of Greenville?

25 A. Repeat the question.

1 Q. What was her involvement, if any, with your
2 admission process to Magnolia Place of Greenville?

3 A. None that I know of.

4 Q. Okay. Do you recall her being present the
5 day you were admitted?

6 A. No.

7 Q. And I want to going back to what you said
8 earlier. First you said you did not remember, but --
9 well, hold on. Let me finish my question. You said
10 you did not remember, and then later maybe amended
11 that somewhat possibly, but you have no recollection
12 of speaking with Leola "Coco" Burt on June 30th, 2016,
13 whatsoever?

14 A. On June what, 30th?

15 Q. Of 2016. The day you admitted to Magnolia
16 Place.

17 A. I have no recollection of that.

18 Q. Okay. Now, are you testifying under oath
19 that you in fact did not speak with her on June 30th,
20 2016, or is it just simply that you do not recall?

21 A. June 30th. I don't recall. I really
22 don't.

23 Q. And do you remember what room number you
24 were assigned to initially upon admission to Magnolia
25 Place?

1 A. Oh, my God. I've been in three different
2 rooms in that place. I started in -- I want to say I
3 was on the -- I want to say I was on blue wing, room
4 13 or something like that. I want to say that. I'm
5 not sure that's the right --

6 Q. You said blue wing?

7 A. I was on the blue hall.

8 Q. Room 113?

9 A. No. Just 13.

10 Q. I'm sorry. And if I walk in the front door
11 at Magnolia Place do I take a left?

12 A. You take a right.

13 Q. Okay. I take a right. And then how far do
14 I go down that hallway?

15 A. You go down that hall maybe -- probably
16 four doors down on the left and you're probably in my
17 room.

18 Q. And when you arrived at Magnolia Place of
19 Greenville on June 30th, 2016, was your mother or
20 sister present that day with you?

21 A. No.

22 Q. Were you transported by EMS to get there,
23 an ambulance?

24 A. Yes.

25 Q. And did anyone ride in the ambulance with

1 you besides the --

2 A. No.

3 Q. -- paramedic? Okay. That's another thing.
4 I'm not jumping on you, but let me finish my question.
5 You're a sharp enough guy to see where I'm going, and
6 it's very natural in conversation to jump ahead. We
7 would do it if we weren't on the record. But make
8 sure you let me finish my question before you answer,
9 again, for the purpose of building a record.

10 My understanding from your testimony is that no
11 one else was in the EMS besides the paramedic and
12 yourself; is that correct?

13 A. Yes.

14 Q. Did your mom and sister come to the
15 facility later that day, or you don't recall?

16 A. No.

17 Q. Okay. When you were admitted -- and you
18 had told me earlier that you presumedly blacked out or
19 have no memory of the incident that occurred in early
20 June of 2016, but you woke up the next day at the
21 hospital, correct?

22 A. Yes.

23 Q. And you were in the hospital for the better
24 part of a month after that, correct?

25 A. Yes.

1 Q. And at times when you were in the hospital,
2 including, you know, during those three to four weeks
3 and at discharge, I presume that paperwork had to be
4 completed at Richland Memorial, too, correct?

5 A. Repeat that question again.

6 Q. Yeah. When you were at Richland Memorial
7 for a month, and I know you obviously didn't, you
8 know, execute or sign any paperwork upon admission
9 because it sounds like you were not conscious,
10 however, I'm wondering if at any time while you were
11 there, you know, during your stay at Richland Memorial
12 up until when you were discharged to Magnolia Place of
13 Greenville, do you remember signing anything while you
14 were there?

15 A. I didn't sign anything while I was there.

16 Q. Do you recall your mother or your sister
17 signing anything on your behalf?

18 A. No.

19 Q. Do you believe that more likely than not
20 something was signed on your behalf by your mother?

21 A. I don't know.

22 Q. Did you ever communicate to anybody at
23 Richland Memorial, whether it be admission staff there
24 or a nurse or a physician, that your mother was in
25 charge of paperwork?

1 A. No.

2 Q. Okay. You don't recall or your answer is
3 no?

4 MR. FEIDLER: Objection. Asked and
5 answered.

6 THE WITNESS: No.

7 QUESTIONS BY MR. BUCKNER:

8 Q. You're saying that on any day you were at
9 Richland Memorial a statement like that never
10 happened?

11 MR. FEIDLER: Objection. Asked and
12 answered.

13 THE WITNESS: What was the question again?

14 QUESTIONS BY MR. BUCKNER:

15 Q. Sure. On any day that you were at Richland
16 Memorial you're testifying under oath that you never
17 told a staff member at Richland Memorial that your
18 mother was in charge of completing paperwork for you?

19 MR. FEIDLER: Objection. Asked and
20 answered. You can answer.

21 THE WITNESS: No, not that I can recall.
22 No.

23 QUESTIONS BY MR. BUCKNER:

24 Q. And your attorney's objecting, but that's
25 what I'm trying to pin down. I understand what you've

1 said so far, but what I want to know is that you're
2 telling me you don't recall or you're telling me that
3 you're 100 percent sure that that didn't happen?

4 MR. FEIDLER: Objection.

5 THE WITNESS: Nobody came and asked me do I
6 want my mom to sign anything or something like that?

7 QUESTIONS BY MR. BUCKNER:

8 Q. Well, not just that. I mean, obviously you
9 would agree with me that there was paperwork completed
10 for you to be admitted to Richland Memorial, right?

11 A. There had to be some kind of paperwork for
12 me to be there.

13 Q. Yeah. And you didn't do that paperwork?
14 We've already discussed that.

15 A. No.

16 Q. And do you presume that your mother did
17 that paperwork?

18 A. I presume she did.

19 Q. All right. And you didn't tell anybody at
20 Richland Memorial that she shouldn't have done that,
21 that was without my permission and I want to talk to
22 you guys about that, did you?

23 MR. FEIDLER: Objection.

24 THE WITNESS: Well, first of all, no one at
25 Richland Memorial hospital came and asked me or

1 explained to me about any kind of paperwork that she
2 may have been getting or that she may have signed. No
3 one ever came to me and said, well, this is what
4 you -- you or your mom need to sign this, this is what
5 it's for, this is what -- blah blah blah. Nobody ever
6 did that not once.

7 QUESTIONS BY MR. BUCKNER:

8 Q. Do you believe that -- and I think I'm
9 correct in saying that your mother's name is Wilda?

10 A. Uh-huh.

11 MR. BUCKNER: My grandmother's name is
12 Wilda.

13 MS. BOYD: Really?

14 QUESTIONS BY MR. BUCKNER:

15 Q. Did your mother Wilda Boyd have authority
16 to at least enter you and admit you to a nursing home
17 like Magnolia Place?

18 MR. FEIDLER: Objection.

19 THE WITNESS: Did she have authority?

20 QUESTIONS BY MR. BUCKNER:

21 Q. Yes, sir. Just to admit you.

22 MR. FEIDLER: Same objection. You can
23 answer.

24 THE WITNESS: I'm trying to get this right.
25 Did she have the authority to -- yeah.

1 QUESTIONS BY MR. BUCKNER:

2 Q. And did she have authority to execute all
3 paperwork necessary to admit you to the nursing home?

4 A. No.

5 Q. Okay. And what was it -- you told me she
6 had authority to admit you. What was it that she
7 didn't have authority to do in your eyes?

8 A. In my eyes, I mean, she had authority to me
9 because she's my mother, but, in my eyes, anything
10 like any medical things that I needed, she didn't have
11 authority for none of that.

12 Q. And why is that?

13 A. Because I'm a grown man and I want to know
14 what I need for myself before I let anybody do
15 anything for me. I was fully conscious. I had all my
16 right mind. I didn't see any reason for anybody to
17 have authority over my body like that if I couldn't --
18 unless I couldn't do it myself.

19 Q. And so you believe that your mother did
20 this wrongfully when she executed medical paperwork on
21 your behalf that admitted you to Magnolia Place of
22 Greenville?

23 MR. FEIDLER: Objection.

24 THE WITNESS: Repeat the question.

25 QUESTIONS BY MR. BUCKNER:

1 Q. Do you think your mother was wrong to do
2 what she did when she executed certain admission
3 paperwork to admit you to Magnolia Place in
4 Greenville?

5 A. Yeah. Uh-huh.

6 Q. Did you ever tell any staff member at
7 Magnolia Place of Greenville what you just said to my
8 previous question about how you wanted to look at
9 everything?

10 A. No. Because nobody ever came and asked me
11 about any papers, so I can't -- I mean, not to my
12 knowledge.

13 Q. Okay. I just want to make sure that --
14 because this is the only time I get to talk to you
15 about this whole deal. Right? Well, when I say whole
16 deal, I mean the arbitration issue. But you're not
17 testifying that there was a time that you looked at a
18 staff member at Magnolia Place and said I just want
19 you to know that my mother shouldn't be handling
20 admission paperwork, it should be me? You don't
21 remember anything like that? I understand you feel
22 that way now, but you didn't say that to any staff
23 member at Magnolia Place?

24 A. No.

25 Q. Okay. Tell me just generally -- I mean,

1 I'm with you here today, and I'm obviously observing
2 you, and I can imagine what kind of condition you were
3 in right after this accident happened, and I'm sure it
4 was rough.

5 A. It was.

6 Q. When you were admitted to Magnolia Place
7 what kind of shape were you in? Were you alert and
8 oriented?

9 A. Yes.

10 Q. All right. And you could hold a
11 conversation, correct?

12 A. Yes.

13 Q. And if you made a statement to a staff
14 member at Magnolia Place they could rely on it, right?

15 A. Yes.

16 Q. And they wouldn't -- you know, when they
17 were engaged with you -- and when I say they, I mean
18 that hypothetical staff member at Magnolia Place.
19 They wouldn't have any reason to suspect that you
20 weren't sound of mind or anything like that?

21 A. They had no reason to think that I wasn't
22 sane or whatever you want to call it. I had all my
23 senses.

24 Q. All right.

25 MR. BUCKNER: Can we go off the record real

1 quick?

2 MR. FEIDLER: Yeah.

3 (A short recess was taken.)

4 QUESTIONS BY MR. BUCKNER:

5 Q. Now, Mr. Boyd, you don't have any reason to
6 believe that your mother would have misled Magnolia
7 Place's staff, do you?

8 A. No.

9 Q. All right. And if she, you know, made
10 representations that she was authorized to admit you
11 and execute certain paperwork, you're not testifying
12 that she was misleading the staff, are you?

13 A. Repeat the question --

14 Q. If she --

15 A. -- in a different way.

16 Q. Yes. If your mother made representations
17 about her authority to Magnolia Place's staff, you
18 don't believe that she was misleading them, do you?

19 A. In what way? Like what? I mean --

20 Q. Well, misleading them about the nature of
21 her authority to execute the paperwork.

22 A. Do I think she was misleading them?

23 Q. Yes, sir.

24 A. No.

25 Q. Okay.

1 MR. BUCKNER: And let's go ahead and mark
2 this as Exhibit 1.

3 (Defendant's Exhibit No. 1 was then marked
4 for identification by the reporter.)

5 QUESTIONS BY MR. BUCKNER:

6 Q. What Madam Court Reporter is marking as
7 Exhibit 1 is an admission agreement pertaining to your
8 admission on June 30th, 2016, to Magnolia Place of
9 Greenville. And have you ever seen this agreement
10 before?

11 A. No.

12 Q. Even in preparing for today's deposition
13 you didn't see that agreement?

14 A. No.

15 Q. What did you do to prepare for today's
16 deposition?

17 MR. FEIDLER: I'll object to --

18 THE WITNESS: Nothing.

19 MR. FEIDLER: -- the extent it gets into
20 attorney/client privilege.

21 MR. BUCKNER: Fair enough.

22 QUESTIONS BY MR. BUCKNER:

23 Q. I don't want to know what you talked about
24 with Mr. Feidler, but if you looked at any document --

25 A. No, I ain't seen any documents.

1 Q. Did you talk with Mr. Feidler in
2 preparation for today?

3 A. No.

4 Q. You haven't had any conversation with him
5 about this case -- excuse me -- about this deposition?

6 MR. FEIDLER: I'm Mr. Feidler.

7 THE WITNESS: Who?

8 MR. FEIDLER: I'm Mr. Feidler.

9 THE WITNESS: Oh, yeah.

10 QUESTIONS BY MR. BUCKNER:

11 Q. You did talk with him?

12 A. Yeah.

13 MR. FEIDLER: We're on a first name basis.

14 QUESTIONS BY MR. BUCKNER:

15 Q. And if you go to the last page, page 12 --
16 and I'm trying to be quick so that we can move
17 along -- that is your mother's signature, correct?

18 A. I wouldn't know. I mean --

19 Q. You're not suggesting that it's not hers?

20 A. Again, I'm gonna say again I wouldn't know
21 because I --

22 Q. Yeah. And that's fine. I just want to
23 make sure that you're not testifying that that is not
24 her signature.

25 A. No, I'm not testifying that it's not.

1 Q. You don't know one way or the other?

2 A. I don't know.

3 Q. Fair enough.

4 MR. BUCKNER: Let's mark this as Exhibit 2.

5 (Defendant's Exhibit No. 2 was then marked
6 for identification by the reporter.)

7 QUESTIONS BY MR. BUCKNER:

8 Q. Mr. Boyd, this is the arbitration
9 agreement. And the same question as the last
10 signature page that we talked about. Wilda Ann Boyd's
11 signature is at the bottom, which I have presumed is
12 the signature of your mother. Is that in fact her
13 signature, or you don't know one way or the other?

14 A. I don't know one way or the other.

15 Q. Fair enough. But, again, same question as
16 the last document, you are not testifying that that is
17 not her signature?

18 A. I'm not saying that it is, because I don't
19 know.

20 Q. Fair enough. Now, you testified earlier
21 that you did agree that your mother had authority to
22 admit you to the nursing home, but you took issue with
23 certain documents that -- you've taken issue currently
24 with certain documents that were executed on your
25 behalf. Can you tell me which documents, if any, your

1 mother did not have authority to sign on your behalf?

2 A. Really, she didn't have no authority to
3 sign any papers on my behalf because I never gave her
4 authority to sign any papers on my behalf.

5 Q. Okay. You and your mother never had any
6 conversation where you discussed her looking after you
7 and taking care of you and signing paperwork because
8 you weren't in the condition to do that kind of thing?

9 MR. FEIDLER: Objection. You can answer.

10 THE WITNESS: Say that -- repeat the
11 question.

12 QUESTIONS BY MR. BUCKNER:

13 Q. You and your mother Ms. Boyd who is at the
14 end of the table never had any conversation about her
15 taking care of things and doing paperwork on your
16 behalf and looking after you so that you didn't have
17 to do it because you'd had what I would imagine would
18 be a pretty traumatic accident?

19 MR. FEIDLER: Same objection.

20 THE WITNESS: What I do recall is my mom
21 saying to me that the people up there want her to come
22 sign some papers on my behalf, you know, but what
23 papers I don't know because they never explained to me
24 what she was gonna be signing or none of that.

25 QUESTIONS BY MR. BUCKNER:

1 Q. When you say up there, you're talking about
2 Magnolia Place?

3 A. Magnolia Place.

4 Q. When your mother said that, that she was
5 going to be signing some paperwork on your behalf, did
6 you say to your mother no, no, no, wait, wait, wait,
7 don't do that, I don't want you to sign that, and you
8 don't have authority, or anything like that?

9 A. No. I never knew what papers that was
10 being signed, whether it was admission papers to be
11 admitted to Magnolia Place or what. They never asked
12 me.

13 Q. Well, did you ask your mother to clarify?
14 What are you talking about, mom? Tell me what you
15 mean when you say that you have to sign some
16 paperwork. Did you ask her anything like that?

17 A. No. Because -- no.

18 Q. Okay. And, again, I want to make sure the
19 record's clear. When she informed you that she was
20 going to sign the admission paperwork for Magnolia
21 Place of Greenville on your behalf you did not tell
22 her not to do that?

23 A. I did not tell her not to do it. I didn't
24 tell her to do it. I didn't tell her not to do it.

25 Q. But she did say she was going to do it?

1 A. She said they wanted her to come sign some
2 papers. They never got back to me. She never came
3 back to me. Nobody never came back and said anything,
4 so I don't know if she signed any papers or not.

5 Q. And do you have any reason to believe that
6 your mother would sign something on your behalf that
7 wasn't in your best interest?

8 A. I don't think she would sign nothing that
9 wasn't in my best interest, no.

10 Q. At any time -- and I know that we've talked
11 about the conversation where she said -- do you
12 remember where you were, by the way, when that
13 conversation happened? Were you on the phone or in
14 person with your mom?

15 A. What conversation?

16 Q. The conversation where she said I'm going
17 to sign some admission papers.

18 A. I was in my room laying in my bed.

19 Q. At Magnolia Place?

20 A. At Magnolia Place.

21 Q. And she was on the phone?

22 A. Who was on the phone?

23 Q. Your mother.

24 A. No.

25 Q. She was there in person?

1 A. In person.

2 Q. Was Ms. Burt there?

3 A. Coco?

4 Q. Coco. I'm sorry.

5 A. I'm not sure if she was there that day or
6 not.

7 Q. Okay.

8 A. I'm not sure if she was there that day or
9 not.

10 Q. And is that day more likely than not that
11 we're talking about the day you were admitted since
12 we're talking about admission paperwork?

13 A. Not the day I was admitted. It was
14 probably a day or two later or something like that
15 when she finally got a chance to come up there.

16 Q. At any time after whenever that
17 conversation with your mother took place about the
18 admission paperwork did you and your mother have a
19 conversation about what had been signed?

20 A. No.

21 Q. Okay. Did you ever have any conversation
22 with Coco about what had been signed?

23 A. No.

24 Q. And, again, I'm talking about after the
25 fact.

1 A. Yeah.

2 Q. You don't remember or you didn't have one,
3 a conversation with Coco after your mother had signed
4 the paperwork?

5 MR. FEIDLER: Objection. Asked and
6 answered.

7 THE WITNESS: Repeat the question.

8 QUESTIONS BY MR. BUCKNER:

9 Q. Yeah. Are you testifying that you don't
10 remember a conversation with Coco after the admission
11 paperwork was executed or are you testifying that a
12 conversation with Coco after the admission paperwork
13 did not happen?

14 MR. FEIDLER: Same objection.

15 THE WITNESS: I can't answer that question
16 because I don't know when the paper was signed, and I
17 never talked to Coco about any papers that --

18 QUESTIONS BY MR. BUCKNER:

19 Q. After?

20 A. After. I never talked to Coco about any
21 paper pertaining to me being at Magnolia Place.

22 Q. Afterward?

23 A. After I got there.

24 Q. Okay.

25 MR. BUCKNER: Can we go off the record?

1 (A short recess was taken.)

2 QUESTIONS BY MR. BUCKNER:

3 Q. Mr. Boyd, going back on the record, we
4 talked a little bit earlier about some medical
5 paperwork and admissions. Regarding like financial
6 stuff like, you know, who would be handling your money
7 and things of that nature while you were in the
8 nursing home, do you remember whether any paperwork
9 regarding that issue was executed by your mother?

10 A. No.

11 Q. All right. And I understood your testimony
12 earlier about your mother's execution of admission
13 paperwork. Do you believe that she had authority to
14 execute any financial authorizations on your behalf?

15 A. No.

16 Q. Okay. I don't think I have any further
17 questions, but I'm going to think about it a little
18 bit longer. Thank you for your time. I appreciate
19 it.

20 A. Okay.

21 MR. FEIDLER: My go?

22 MR. BUCKNER: Your go.

23 CROSS-EXAMINATION

24 QUESTIONS BY MR. FEIDLER:

25 Q. Mr. Boyd, were you competent June 30th,

1 2016, when you were admitted into Magnolia?

2 A. Say again.

3 Q. Were you competent when you were admitted
4 into Magnolia Place on June 30th, 2016?

5 A. When you say competent, what do you mean?

6 Q. Were you able to make your own decisions?

7 A. Yes, I was.

8 Q. Did you, on June 30th, 2016, ever represent
9 to your mother that she could sign paperwork for you?

10 A. No.

11 Q. Did you, on June 30th, 2016, ever represent
12 to any employee of Magnolia Place that your mother
13 could sign paperwork for you?

14 MR. BUCKNER: Object to the form of the
15 question.

16 QUESTIONS BY MR. FEIDLER:

17 Q. You can answer.

18 A. Repeat the question.

19 Q. On June 30th, 2016, did you represent to
20 any employee at Magnolia that your mother could sign
21 paperwork on your behalf?

22 MR. BUCKNER: Object to the form --

23 THE WITNESS: No.

24 MR. BUCKNER: -- and asked and answered.

25 QUESTIONS BY MR. FEIDLER:

1 Q. Mr. Boyd, Exhibit 2 --

2 MR. BUCKNER: Was there an answer?

3 MR. FEIDLER: He said no.

4 THE WITNESS: I said no.

5 QUESTIONS BY MR. FEIDLER:

6 Q. Exhibit 2 appears to be the arbitration
7 agreement. Can you confirm that?

8 A. It's the arbitration agreement?

9 Q. Yes.

10 A. Yeah.

11 Q. Have you ever seen this arbitration
12 agreement?

13 A. No.

14 Q. Did anyone from Magnolia Place bring this
15 to you?

16 A. No.

17 Q. If someone at Magnolia Place came up to you
18 and said that your mother on your behalf was signing
19 this arbitration agreement and taking away your
20 constitutional right to a jury trial, would you agree
21 to that?

22 MR. BUCKNER: Objection to form. Leading.

23 THE WITNESS: No.

24 QUESTIONS BY MR. FEIDLER:

25 Q. And I believe you said you don't remember,

1 but do you remember any employee of Magnolia coming to
2 you, whether on June 30th, 2016, and asking if your
3 mother can sign paperwork on your behalf?

4 A. No.

5 MR. BUCKNER: Object to the form. What was
6 the answer?

7 THE WITNESS: No.

8 MR. FEIDLER: No.

9 QUESTIONS BY MR. FEIDLER:

10 Q. And when your mother did sign this
11 paperwork, was she in the room with you when she was
12 signing this paperwork?

13 A. No.

14 Q. Did anybody ask you if it was okay that
15 your mother sign this paperwork on your behalf?

16 MR. BUCKNER: Object to the form.

17 THE WITNESS: No.

18 MR. FEIDLER: I don't think I have any
19 further questions.

20 MR. BUCKNER: I don't have any further
21 questions.

22 (Wherein, the deposition was concluded.)
23
24
25

WORD INDEX

< 1 >

1 3:11 34:2, 3, 7
 100 28:3
 113 24:8
 12 35:15
 13 24:4, 9
 15 8:14
 16th 8:23, 23
 18th 7:8
 1965 7:8
 19th 1:14

< 2 >

2 3:12 36:4, 5 44:1, 6
 2:45 1:15
 2000 8:23, 23
 2016 8:24 10:16
 11:14, 21 15:4
 23:12, 15, 20 24:19
 25:20 34:8 43:1, 4, 8, 11, 19 45:2
 2018 1:14
 2018-CP-23-01934 1:6
 25 2:10
 29401 2:11
 29403 2:5
 29601 1:17

< 3 >

3:36 1:15
 30th 10:16, 17
 23:12, 14, 19, 21
 24:19 34:8 42:25
 43:4, 8, 11, 19 45:2
 32 2:5
 325 7:10
 34 3:11
 36 3:12
 3rd 8:24 9:1

< 4 >

4 3:4
 400 2:10
 418 1:16
 42 3:4

< 8 >

843-614-8888 2:6
 843-720-5406 2:11

< A >

ability 9:19 22:18
 able 9:13 13:14
 43:6
 accident 8:17 9:25
 10:12 11:23, 25
 32:3 37:18
 accommodate 6:1
 accomplished 15:25
 accurate 22:19
 administration 20:25
 ADMINISTRATIVE 1:10, 25
 ADMISSION 3:11
 4:16 8:16 14:15
 15:5 17:4, 15 18:10, 11 19:3, 15 22:24
 23:2, 24 26:8, 23
 31:2, 20 34:7, 8
 38:10, 20 39:17
 40:12, 18 41:10, 12
 42:12
 admissions 16:25
 17:1, 2, 6, 11, 25
 19:1 42:5
 admit 29:16, 21
 30:3, 6 31:3 33:10
 36:22
 admitted 10:3, 15
 12:20 15:16 16:5
 20:15 21:4 23:5, 15
 25:17 28:10 30:21
 32:6 38:11 40:11, 13 43:1, 3
 affect 22:18
 Afterward 41:22
 age 4:9
 ago 8:14
 agree 19:5 28:9
 36:21 44:20
 AGREED 4:1
 AGREEMENT 3:11, 12 19:1, 2 34:7, 9, 13 36:9 44:7, 8, 12,

19

ahead 25:6 34:1
 ain't 8:11 34:25
 alert 32:7
 allow 15:4
 alternatively 18:1
 ambulance 24:23, 25
 amended 23:10
 Anastopoulo 1:16
 2:4
 Ann 2:5 36:10
 Annette 22:22
 answer 5:16, 25
 6:20 11:2 14:16, 20, 21, 23 15:8, 9 19:25
 20:1, 5 21:20 25:8
 27:2, 20 29:23 37:9
 41:15 43:17 44:2
 45:6
 answered 27:5, 12, 20 41:6 43:24
 answering 20:3
 answers 6:25
 anybody 6:11
 18:10 20:21 26:22
 28:19 30:14, 16
 45:14
 appear 15:3
 appears 44:6
 appreciate 42:18
 appropriate 15:3, 13
 ARBITRATION 3:12 19:2 31:16
 36:8 44:6, 8, 11, 19
 arms 12:15
 arrangements 19:15
 arrived 21:8 24:18
 asked 6:21 18:11, 14 22:7 27:4, 11, 19
 28:5, 25 31:10
 38:11 41:5 43:24
 asking 5:15 6:6
 11:3 17:23 45:2
 assert 17:15
 assigned 12:22
 23:24
 assist 19:20
 assisting 13:25
 assume 6:21, 24

11:25 19:18

assuming 22:4
 attached 3:16
 attorney 13:17
 34:20
 attorney's 27:24
 authority 29:15, 19, 25 30:2, 6, 7, 8, 11, 17 33:17, 21 36:21
 37:1, 2, 4 38:8
 42:13
 authorizations 42:14
 authorized 33:10

< B >

back 9:11, 12, 15
 23:7 39:2, 3, 3 42:5
 background 4:22
 11:3
 Baclofen 22:15
 Bar-B-Q 7:21
 baseline 9:25
 basically 12:3
 basis 35:13
 bath 9:9
 BBQ 7:22
 bed 39:18
 beginning 22:7
 behalf 4:9 26:17, 20 30:21 36:25
 37:1, 3, 4, 16, 22
 38:5, 21 39:6 42:15
 43:21 44:18 45:3, 15
 believe 15:12 26:15
 29:8 30:19 33:6, 18
 39:5 42:13 44:25
 best 20:18 39:7, 9
 better 25:23
 bike 9:6
 bit 19:1 42:4, 18
 blacked 25:18
 blah 29:5, 5, 5
 blue 24:3, 6, 7
 body 30:17
 born 7:7 8:4
 bottom 36:11
 BOYD 1:2, 13, 22
 2:15 4:8, 13 7:6
 22:22 29:13, 15

33:5 36:8 37:13
42:3, 25 44:1
Boyd's 36:10
break 5:23 6:1
briefly 4:14
bring 44:14
broken 12:14, 14
Buckner 2:9 3:4
4:12, 13 5:6, 8, 10
7:25 8:3 14:17
15:10 20:2 21:22
27:7, 14, 23 28:7
29:7, 11, 14, 20 30:1,
25 32:25 33:4 34:1,
5, 21, 22 35:10, 14
36:4, 7 37:12, 25
41:8, 18, 25 42:2, 22
43:14, 22, 24 44:2,
22 45:5, 16, 20
building 25:9
Burt 16:7, 9, 17, 20
17:14 18:3 23:12
40:2
business 19:2

< C >
C4 12:6
C5 12:6
Calhoun 2:10
call 32:22
called 7:1
Calvin 7:6
Cannons 7:22
care 15:5 16:3
37:7, 15
CAROLINA 1:2, 7,
17, 18, 21, 22 2:5, 11
3:11 4:17, 21 7:11
Case 1:5 6:9, 11
21:23 35:5
caseworker 12:22
13:11 15:18, 20
18:12, 15, 18 19:6,
11
cause 1:19 14:7
certain 1:19 14:14
15:5, 14, 14 31:2
33:11 36:23, 24
chance 40:15

changing 14:2
Chapin 8:9, 12
charge 26:25 27:18
Charleston 2:5, 11
chart 9:18
CIRCUIT 1:1, 20
civil 4:20
clarify 6:7, 21 38:13
clear 11:6 38:19
Clement 2:9
client 34:20
CLINICAL 1:8, 24
Coco 16:12, 13, 14,
16, 17 23:12 40:3, 4,
22 41:3, 10, 12, 17,
20
cognitive 9:19
come 17:8 25:14
37:21 39:1 40:15
coming 45:1
COMMON 1:1, 19
5:19
communicate 26:22
competent 42:25
43:3, 5
completed 26:4
28:9
completing 27:18
concluded 45:22
condition 32:2 37:8
confirm 44:7
confusing 6:6
conscious 26:9
30:15
conservator 13:18
constitutional 44:20
conversation 5:17,
19 10:23, 24 13:10
14:23 25:6 32:11
35:4 37:6, 14 39:11,
13, 15, 16 40:17, 19,
21 41:3, 10, 12
copied 3:16
copies 3:16
correct 8:15 12:12,
18 13:15, 19, 25
19:8, 9, 20, 24 20:10,
13 25:12, 21, 24
26:4 29:9 32:11

35:17
counsel 4:2, 2
COUNTY 1:2, 20
7:12, 15, 16, 18, 20
8:4, 5
couple 20:24 21:1
22:6
COURT 1:1, 19
3:16 7:1 34:6
**CROSS-EXAMINAT
ION** 42:23
currently 7:9 22:18
36:23

< D >
day 1:14 9:7 21:7
23:5, 15 24:20
25:15, 20 27:8, 15
40:5, 8, 10, 11, 13, 14
days 8:1
deal 31:15, 16
decisions 13:15 43:6
Defendants 1:12, 25
2:8 4:3, 10
DEFENDANT'S
3:10 34:3 36:5
deficit 9:19
delegated 16:3
deliberate 6:5
deposes 4:10
DEPOSITION 1:13
4:3, 24 34:12, 16
35:5 45:22
described 13:12
DESCRIPTION
3:10
desires 19:23
diagnosis 10:11
different 5:11 24:1
33:15
DIRECT 4:11
disabilities 11:22
discharge 26:3
discharged 26:12
discharging 15:22
discussed 28:14
37:6
doctor 9:12 22:12
doctors 12:3 21:15

document 19:5
34:24 36:16
documents 34:25
36:23, 24, 25
doing 4:24 11:6
17:9 20:7 37:15
door 24:10
doors 24:16

< E >
earlier 23:8 25:18
36:20 42:4, 12
early 11:14 25:19
eat 7:21
effectuated 19:23
employee 43:12, 20
45:1
EMS 24:22 25:11
engaged 32:17
ensured 19:23
enter 29:16
entitled 5:23
evening 21:9
evidence 18:5
exactly 11:24
EXAMINATION
4:11
examined 1:14 4:9
example 6:15
excuse 35:5
execute 26:8 30:2
33:11, 21 42:14
executed 30:20
31:2 36:24 41:11
42:9
execution 42:12
EXHIBIT 3:11, 12
34:2, 3, 7 36:4, 5
44:1, 6
EXHIBITS 3:8, 16
explained 29:1
37:23
expressly 4:6
extent 34:19
eyes 30:7, 8, 9

< F >
facility 4:16 25:15
**FACILITY-RESIDE
NT** 3:12

fact 17:24 23:19
 36:12 40:25
facts 20:6
fair 6:13, 22 7:2
 14:3 17:20 18:3
 34:21 36:3, 15, 20
fairly 11:3
false 18:7
family 14:8 15:3
 22:12
far 8:11 24:13 28:1
feel 9:10, 10 31:21
Feidler 2:4 3:4 5:5,
 7 7:24 14:16 15:7
 19:25 21:20 27:4,
 11, 19 28:4, 23
 29:18, 22 30:23
 33:2 34:17, 19, 24
 35:1, 6, 6, 8, 8, 13
 37:9, 19 41:5, 14
 42:21, 24 43:16, 25
 44:3, 5, 24 45:8, 9,
 18
figured 12:4
file 19:3
finally 40:15
financial 42:5, 14
find 12:23
fine 19:7 35:22
finish 23:9 25:4, 8
Firm 1:16 2:4
first 4:14 9:8 10:6
 11:18 16:11 23:8
 28:24 35:13
five 21:11
forgot 20:25
form 14:19 43:14,
 22 44:22 45:5, 16
four 21:11, 17
 24:16 26:2
fracture 12:11
 21:18
fractured 12:18
fractures 12:1
frame 11:11
front 7:2 24:10
full 7:4, 6 22:21
fully 30:15
function 11:15, 17
functions 9:15

FUNDAMENTAL
 1:8, 10, 23, 24
further 42:16 45:19,
 20
 < G >
general 19:2
generally 31:25
getting 15:15 29:2
give 5:16, 18 6:25
 7:1 9:9 12:10
 22:19
given 4:24
giving 5:13 22:3, 5
glad 10:10
go 4:21 5:19 6:15
 7:21 12:24 24:14,
 15 32:25 34:1
 35:15 41:25 42:21,
 22
God 24:1
going 6:21, 24 11:5
 14:18 15:1, 23 21:2
 23:7 25:5 38:5, 20,
 25 39:16 42:3, 17
gonna 35:20 37:24
good 6:15 8:1
 10:11 12:9
gotcha 5:8 13:9
grandmother's 29:11
GREENVILLE 1:2,
 8, 16, 21, 23 4:17
 10:15 12:21 13:2, 4,
 6, 7 15:16 16:6
 18:24 19:4, 12
 20:21 21:8 22:24
 23:2 24:19 26:13
 30:22 31:4, 7 34:9
 38:21
grown 30:13
guardian 13:18
guess 9:16 19:9, 17
guilty 6:6
guy 25:5
guys 21:1 28:22
 < H >
hall 24:7, 15
hallway 24:14

handled 18:12
 19:14
handling 15:18
 31:19 42:6
hands 11:16, 17
happen 18:22 28:3
 41:13
happened 9:5
 11:14 18:13 27:10
 32:3 39:13
head 6:16
health 11:22
healthcare 4:16
help 6:19 14:14
 15:13
hit 8:19
hold 23:9 32:10
home 8:17 10:3
 12:24, 25 14:15
 15:6 18:19, 22
 29:16 30:3 36:22
 42:8
homes 20:19
hospital 9:7 11:11
 25:21, 23 26:1
 28:25
hospitalized 10:12
hours 1:15
hypothetical 32:18
 < I >
identification 34:4
 36:6
ill 20:9
imagine 21:17 32:2
 37:17
impression 20:17
improved 10:10
incident 10:4 11:13,
 21 25:19
including 26:2
INDEX 3:1
individual 16:7
informed 38:19
initial 10:11
initially 23:24
injuries 9:3 13:1
injury 12:6, 25
 14:3 15:3 20:18

injury-wise 12:5
instruct 14:20
intake 16:22, 25
interest 39:7, 9
involvement 22:23
 23:1
issue 31:16 36:22,
 23 42:9
issues 11:22
items 16:3
IV 2:9
 < J >
Jackie 22:22
JAMES 1:2, 13, 21
 4:8 7:6
job 5:20 10:8
Josh 20:25
JR 1:2, 13, 22 4:8
 7:6
judge 7:2
JUDICIAL 1:1, 20
July 7:8 10:19
 11:10
jump 11:2 25:6
jumping 25:4
June 8:23, 23, 24
 9:1 10:16, 17, 19
 11:10, 14, 21 23:12
 14, 19, 21 24:19
 25:20 34:8 42:25
 43:4, 8, 11, 19 45:2
jury 44:20
 < K >
keep 22:2
kind 4:22 5:22
 21:12 22:2 28:11
 29:1 32:2, 7 37:8
knew 18:11, 23 38:9
know 7:25 10:9
 11:2, 6, 19, 20 14:21
 15:17 16:16, 19, 23
 17:5 18:1, 2, 21, 22
 20:6, 7 21:14 22:16
 23:3 26:2, 7, 8, 11,
 21 28:1 30:13
 31:19 32:16 33:9
 34:23 35:18, 20
 36:1, 2, 13, 14, 19

37:22, 23 39:4, 10
41:16 42:6
knowledge 22:3
31:12
known 13:22

< L >
lake 8:10, 11
Law 1:16 2:4
lawful 4:9
lawsuit 10:8
lawyer 6:9 14:19
laying 39:18
Leading 44:22
leave 8:12
led 8:16
left 12:9 24:11, 16
legs 12:14
Leola 16:7, 14
23:12
Lexington 7:15, 15,
20 8:5, 6
life 14:2
light 15:1
Little 7:10, 17, 19
8:7, 13 19:1 42:4,
17
live 7:9, 19
LLC 1:8, 9, 11, 23,
24, 25
LLP 2:9
long 5:24 10:12
14:20
longer 42:18
look 11:1, 7 31:8
looked 31:17 34:24
looking 10:21
12:25 37:6, 16
Lord 9:15
lose 11:15, 17
lost 9:19
lot 16:21
loves 20:7
lying 17:16

< M >
Madam 34:6
MAGNOLIA 1:7,
23 10:15 12:21
13:2, 3, 4, 7, 8, 11

15:16, 23 16:5, 17
18:9 19:3, 12 20:16,
21 21:4, 8 22:13, 24
23:2, 15, 24 24:11,
18 26:12 29:17
30:21 31:3, 7, 18, 23
32:6, 14, 18 33:6, 17
34:8 38:2, 3, 11, 20
39:19, 20 41:21
43:1, 4, 12, 20 44:14,
17 45:1
Magnolias 13:6
man 30:13
Manor 10:15 12:21
13:3, 8
mark 18:25 34:1
36:4
marked 34:3 36:5
marking 34:6
matters 13:25
14:14 15:5
Meadowlark 7:10
mean 7:22 8:24
16:25 17:7, 8 19:15
21:14 22:11 28:8
30:8 31:11, 16, 25
32:17 33:19 35:18
38:15 43:5
meant 13:4
Mediation 5:5, 7
medical 9:18 30:10,
20 42:4
medication 21:19
22:4, 5, 11, 12
medications 21:12
22:8, 17
meet 17:11, 14, 24
meeting 16:6
member 27:17 31:6,
18, 23 32:14, 18
Memorial 12:23
15:19, 23 18:16, 18,
24 19:6, 11 21:16
26:4, 6, 11, 23 27:9,
16, 17 28:10, 20, 25
memory 18:5 25:19
mental 9:24
mess 21:2
met 4:14 16:17

19:24
middle 5:24, 25
mind 30:16 32:20
mindful 5:18
Mindy 1:17 4:4
misleading 33:12, 18,
20, 22
misled 33:6
mistaken 21:11
MKD 3:10
mom 15:13 20:23
25:14 28:6 29:4
37:20 38:14 39:14
money 42:6
month 10:13 11:12
25:24 26:7
mother 10:22 13:24
14:14 15:4 16:2
19:19, 22 20:20
24:19 26:16, 20, 24
27:18 28:16 29:15
30:9, 19 31:1, 19
33:6, 16 36:12, 21
37:1, 5, 13 38:4, 6,
13 39:6, 23 40:17,
18 41:3 42:9 43:9,
12, 20 44:18 45:3,
10, 15
mother's 29:9
35:17 42:12
motivation 20:6
Motor 5:6 8:17, 20
Mountain 7:10, 17,
19 8:8, 13
move 8:12 9:8
35:16

< N >
name 4:13 7:4, 6
16:7, 11 20:25
22:21 29:9, 11
35:13
natural 25:6
nature 15:24 33:20
42:7
Near 8:10
necessary 30:3
need 5:18 29:4
30:14

needed 30:10
needs 13:21
never 9:17, 18, 19
18:13 20:12 27:9,
16 37:3, 5, 14, 23
38:9, 11 39:2, 2, 3
41:17, 20
Newberry 7:12, 17,
24 8:4
nod 6:17
normal 6:16 10:22
14:22
Notary 1:17 4:4
number 23:23
nurse 9:9 26:24
nurses 20:24
nursing 8:17 10:3
12:24, 25 14:15
15:6 18:19, 21
20:18 29:16 30:3
36:22 42:8

< O >
oath 5:13 6:12, 25
23:18 27:16
object 20:15 34:17
43:14, 22 45:5, 16
objecting 20:4
27:24
Objection 14:16
15:7 19:25 21:20
27:4, 11, 19 28:4, 20
29:18, 22 30:23
37:9, 19 41:5, 14
44:22
objects 14:19
observing 32:1
obviously 10:9
11:20 14:2 15:22
26:7 28:8 32:1
occur 8:22
occurred 11:21
25:19
October 1:14
Oh 7:15 24:1 35:9
Okay 5:2, 9 6:2, 18
7:4, 9 8:10, 25 10:2,
7, 14 11:19, 24
13:14 14:7 15:12
16:5, 15 18:25 19:7,

18 20:15 23:4, 18
 24:13 25:3, 17 27:2
 30:5 31:13, 25
 33:25 37:5 38:18
 40:7, 21 41:24
 42:16, 20 45:14
once 29:6
open 8:1
OPERATIONAL
 1:9, 24
ordinary 5:19
oriented 32:8
Original 3:16
originally 8:7, 9

< P >
p.m 1:15, 15
PAGE 3:3, 10
 35:15, 15 36:10
pain 22:1, 2, 2
paper 41:16, 21
papers 31:11 37:3,
 4, 22, 23 38:9, 10
 39:2, 4, 17 41:17
paperwork 10:14
 15:24 18:13 26:3, 8,
 25 27:18 28:9, 11,
 13, 17 29:1 30:3, 20
 31:3, 20 33:11, 21
 37:7, 15 38:5, 16, 20
 40:12, 18 41:4, 11,
 12 42:5, 8, 13 43:9,
 13, 21 45:3, 11, 12,
 15
paralyzed 9:8 12:5
paramedic 25:3, 11
part 7:17, 19, 20
 25:24
pbuckner@ycrlaw.co
m 2:12
pedestrian 8:19
 11:15
pending 1:19
people 37:21
people's 17:9
percent 28:3
permission 28:21
Perry 2:9 4:13
person 16:14, 15
 39:14, 25 40:1

pertaining 14:14
 34:7 41:21
phone 39:13, 21, 22
physician 26:24
pills 22:1, 2
pin 27:25
PLACE 1:7, 23
 13:2, 4, 5, 7, 11
 15:16, 23 16:6, 17
 18:9 19:4, 12 20:16,
 21 21:5, 8 22:24
 23:2, 16, 25 24:2, 11,
 18 26:12 29:17
 30:21 31:3, 7, 18, 23
 32:6, 14, 18 34:8
 38:2, 3, 11, 21 39:19,
 20 40:17 41:21
 43:4, 12 44:14, 17
Place's 33:7, 17
Plaintiff 1:4, 22 2:3
 4:2
PLEAS 1:1, 20
please 7:5
poor 21:3
poorly 10:9
possibly 23:11
power 13:17
preparation 35:2
prepare 34:15
preparing 34:12
present 2:15 19:11
 23:4 24:20
pressure 14:13 15:2
presume 26:3
 28:16, 18
presumed 36:11
presumably 25:18
pretty 5:17 6:5
 12:8 37:18
previous 31:8
privilege 34:20
probably 9:13
 24:15, 16 40:14
procedure 4:20
process 17:3, 4, 12,
 15, 25 23:2
produced 1:13 4:9
prognosis 10:11
Public 1:18 4:4

purpose 25:9
purposes 10:23
put 15:2 22:12, 13

< Q >
question 5:11, 24
 6:3, 6, 20, 22 14:19,
 25 21:3 22:25 23:9
 25:4, 8 26:5 27:13
 30:24 31:8 33:13
 36:9, 15 37:11 41:7,
 15 43:15, 18
QUESTIONS 3:3
 4:12, 15 5:10, 15, 16
 8:3 14:17 15:10
 20:2 21:3, 22 27:7,
 14, 23 28:7 29:7, 14,
 20 30:1, 25 33:4
 34:5, 22 35:10, 14
 36:7 37:12, 25 41:8,
 18 42:2, 17, 24
 43:16, 25 44:5, 24
 45:9, 19, 21
quick 33:1 35:16
quite 11:10 22:16

< R >
real 32:25
really 16:4, 21, 23
 23:21 29:13 37:2
reason 11:9 30:16
 32:19, 21 33:5 39:5
recall 16:6 17:13
 19:10 22:3 23:4, 20,
 21 25:15 26:16
 27:2, 21 28:2 37:20
recalls 18:4
recess 33:3 42:1
recollection 23:11,
 17
record 4:14 10:21
 11:4 25:7, 9 32:25
 41:25 42:3
record's 38:19
referenced 12:17
referring 13:7
regarding 15:5
 42:5, 9
rely 32:14
remains 9:22

remember 16:9, 11,
 13 17:17, 19, 23
 21:7, 25 22:5 23:8
 10, 23 26:13 31:21
 39:12 41:2, 10 42:8
 44:25 45:1
remembers 11:8
repair 12:18
Repeat 22:25 26:5
 30:24 33:13 37:10
 41:7 43:18
rephrase 6:4 15:1
 18:8
reporter 3:16 34:4
 6 36:6
represent 4:17 19:
 43:8, 11, 19
representations
 33:10, 16

REPRESENTATIVE
 3:12
require 4:21
requires 15:23
rest 22:16
result 9:3 11:13
retained 3:16
Richland 12:23
 15:19, 22 18:15, 18
 24 19:6, 11 21:15
 26:4, 6, 11, 23 27:9
 15, 17 28:10, 20, 25
ride 24:25
riding 9:6
right 7:14 9:3
 10:4, 6, 16, 25 13:21
 15:25 18:9 19:10
 24:5, 12, 13 28:10,
 19 29:24 30:16
 31:15 32:3, 10, 14,
 24 33:9 42:11
 44:20
River 1:16
Rivers 2:9
Road 7:10
room 5:12 18:23
 23:23 24:3, 8, 17
 39:18 45:11
rooms 17:9 24:2

rough 32:4
rules 4:20

< S >

sane 32:22
saw 17:2
saying 13:3 27:8
 29:9 36:18 37:21
says 4:10
see 10:21 11:7
 25:5 30:16 34:13
seen 34:9, 25 44:11
sense 14:13
senses 32:23
SERVICES 1:9, 11,
 24, 25
shape 32:7
sharp 25:5
shipped 18:24
short 33:3 42:1
shorthand 4:4
shows 10:14
side 10:8
sign 18:19, 21 26:8,
 15 28:6 29:4 37:1,
 3, 4, 22 38:7, 15, 20
 39:1, 6, 8, 17 43:9,
 13, 20 45:3, 10, 15
signature 4:6 35:17,
 24 36:10, 11, 12, 13,
 17
signed 19:6 26:20
 29:2 38:10 39:4
 40:19, 22 41:3, 16
significant 21:18
signing 26:13, 17
 37:7, 24 38:5 44:18
 45:12
simply 23:20
sir 4:19 6:23 7:3,
 13 12:13, 13 15:21
 21:19 29:21 33:23
sister 24:20 25:14
 26:16
sister's 22:21
slow 6:5
solely 12:18
somewhat 23:11
son 20:8, 8

sorry 13:3 24:10
 40:4
sort 4:22
sound 6:13 10:16
 32:20
sounds 26:9
SOUTH 1:2, 7, 17,
 18, 21, 22 2:5, 11
 3:11 4:17, 20 7:10
speak 23:19
speaking 23:12
specified 13:1
spinal 12:6, 25 13:1
 20:18 21:18
staff 26:23 27:17
 31:6, 18, 22 32:13,
 18 33:7, 12, 17
standpoint 9:24
started 4:22 24:2
STATE 1:2, 18, 21
 20:19
statement 27:9
 32:13
stay 26:11
Stefan 2:4
stefan@akimlawfirm.
com 2:6
Stevenson 5:9
STIPULATED 4:1
stop 14:23
Street 1:16 2:5, 10
stress 14:7, 12 15:2
struck 11:14
stuff 4:23 5:22
 11:3 42:6
suffered 9:2, 17
 11:25 12:5
suggesting 17:24
 35:19
suggestive 11:5
Suite 2:10
sure 11:10 24:5
 25:8 27:15 28:3
 31:13 32:3 35:23
 38:18 40:5, 8
surgery 12:9, 17
suspect 32:19
sworn 1:14 4:9 6:8

< T >

table 37:14
take 5:21, 25 15:4
 16:3 24:11, 12, 13
taken 4:3 33:3
 36:23 42:1
talk 6:9, 9, 11 17:9
 18:10 28:21 31:14
 35:1, 11
talked 34:23 36:10
 39:10 41:17, 20
 42:4
talking 6:16 15:19
 38:1, 14 40:11, 12,
 24
talks 14:22
Tell 7:4 12:3
 20:20 21:4 28:19
 31:6, 25 36:25
 38:14, 21, 23, 24, 24
telling 28:2, 2
Ten 8:14
term 9:18
testified 18:4 36:20
testify 7:1 17:14
testifying 23:18
 27:16 31:17 33:11
 35:23, 25 36:16
 41:9, 11
testimony 5:13
 22:19 25:10 42:11
Thank 42:18
thankful 10:6
therapy 12:10
THI 1:7, 22
thing 5:18 25:3
 37:8
things 4:21 10:10
 14:22 15:14, 14, 15,
 24 22:6 30:10
 37:15 42:7
think 5:4, 5 9:20
 12:6 16:21 19:5
 29:8 31:1 32:21
 33:22 39:8 42:16,
 17 45:18
THIRTEENTH 1:1,
 20
three 21:17 24:1
 26:2

time 4:14 5:3, 23
 6:6 11:11 13:14
 14:5, 13 15:4, 12
 20:16 21:7, 13
 26:10 31:14, 17
 39:10 40:16 42:18
times 14:18 26:1
today 4:15, 25 6:1
 25 9:22 14:10, 18
 22:8, 19 32:1 35:2
today's 34:12, 15
told 9:8, 9, 11, 12
 12:3 20:23, 24 21:
 25:18 27:17 30:5
Tom 5:8
Tramadol 22:15
transcribed 4:5
transcript 3:17
transported 24:22
traumatic 14:5
 37:18
trial 44:20
true 9:22 10:2
trusted 19:19
try 5:21 6:19 11:3
trying 11:2, 7
 12:23 27:25 29:24
 35:16
two 8:1 12:11 13:
 40:14
two-and-a-half 17:2
type 21:18
typewriting 4:5

< U >

uh-huh 5:19 6:17
 12:13 16:1 18:17
 29:10 31:5
uh-uh 5:20
understand 6:3
 10:7 17:19 18:19
 27:25 31:21
understanding 4:18
 8:15 9:2 13:24
 25:10
understood 6:22
 42:11
underwent 11:25
untoward 11:5

use 9:17
usually 6:5

< V >
vehicle 5:6 8:17, 20
verbal 5:16
vertebrae 12:12, 18
Vislay 1:17 4:4
vs 1:5

< W >
wait 38:6, 6, 6
waived 4:6
walk 9:13 24:10
want 5:23 6:10
11:5 18:8 20:22, 23
21:9, 10 23:7 24:2,
3, 4 28:1, 6, 21
30:13 31:13, 18
32:22 34:23 35:22
37:21 38:7, 18
wanted 31:8 39:1
way 5:12 6:19
31:22 33:15, 19
36:1, 13, 14 39:12
week 8:1
weeks 10:4 21:17
26:2
well 4:18 5:15 9:6,
12 10:6 12:22 13:9
16:15 17:5, 19 23:9
28:8, 24 29:3 31:15
33:20 38:13
went 9:11
we're 10:7 35:13
40:11, 12
We've 28:14 39:10
whatsoever 23:13
Wilda 2:15 11:4
29:9, 12, 15 36:10
wing 24:3, 6
Wise 7:21, 23
wish 10:9
wishes 19:23
witness 4:6 15:9
20:1 27:6, 13, 21
28:5, 24 29:19, 24
30:24 34:18 35:7, 9
37:10, 20 41:7, 15

43:23 44:4, 23 45:7,
17
woke 9:6 25:20
wondering 26:10
worked 16:22
world 6:10
wrong 8:16 31:1
wrongfully 30:20

< Y >
Yeah 7:25 9:23
12:2 13:5 15:12
16:18 17:1, 22
21:24 22:11 26:6
28:13 29:25 31:5
33:2 35:9, 12, 22
41:1, 9 44:10
years 8:14 17:21
Young 2:9

WORD LIST

< 1 >

1 (4)
100 (1)
113 (1)
12 (1)
13 (2)
15 (1)
16th (2)
18th (1)
1965 (1)
19th (1)

< 2 >

2 (5)
2:45 (1)
2000 (2)
2016 (17)
2018 (1)
2018-CP-23-01934
(1)
25 (1)
29401 (1)
29403 (1)
29601 (1)

< 3 >

3:36 (1)
30th (14)
32 (1)
325 (1)
34 (1)
36 (1)
3rd (2)

< 4 >

4 (1)
400 (1)
418 (1)
42 (1)

< 8 >

843-614-8888 (1)
843-720-5406 (1)

< A >

ability (2)
able (3)

accident (7)
accommodate (1)
accomplished (1)
accurate (1)
administration (1)
ADMINISTRATIVE
(2)
ADMISSION (28)
admissions (8)
admit (7)
admitted (18)
affect (1)
Afterward (1)
age (1)
ago (1)
agree (4)
AGREED (1)
AGREEMENT (12)
ahead (2)
ain't (2)
alert (1)
allow (1)
alternatively (1)
ambulance (2)
amended (1)
Anastopoulos (2)
Ann (2)
Annette (1)
answer (23)
answered (5)
answering (1)
answers (1)
anybody (8)
appear (1)
appears (1)
appreciate (1)
appropriate (2)
ARBITRATION (8)
arms (1)
arrangements (1)
arrived (2)
asked (13)
asking (5)
assert (1)
assigned (2)
assist (1)
assisting (1)
assume (4)
assuming (1)

attached (1)
attorney (2)
attorney's (1)
authority (17)
authorizations (1)
authorized (1)

< B >

back (8)
background (2)
Baclofen (1)
Bar-B-Q (1)
baseline (1)
basically (1)
basis (1)
bath (1)
BBQ (1)
bed (1)
beginning (1)
behalf (18)
believe (9)
best (3)
better (1)
bike (1)
bit (3)
blacked (1)
blah (3)
blue (3)
body (1)
born (2)
bottom (1)
BOYD (16)
Boyd's (1)
break (2)
briefly (1)
bring (1)
broken (2)
Buckner (48)
building (1)
Burt (8)
business (1)

< C >

C4 (1)
C5 (1)
Calhoun (1)
call (1)
called (1)
Calvin (1)

Cannons (1)
care (4)
CAROLINA (12)
Case (5)
caseworker (9)
cause (2)
certain (9)
chance (1)
changing (1)
Chapin (2)
charge (2)
Charleston (2)
chart (1)
CIRCUIT (2)
civil (1)
clarify (3)
clear (2)
Clement (1)
client (1)
CLINICAL (2)
Coco (14)
cognitive (1)
come (5)
coming (1)
COMMON (3)
communicate (1)
competent (3)
completed (2)
completing (1)
concluded (1)
condition (2)
confirm (1)
confusing (1)
conscious (2)
conservator (1)
constitutional (1)
conversation (21)
copied (1)
copies (1)
correct (19)
counsel (2)
COUNTY (9)
couple (3)
COURT (5)
CROSS-EXAMINAT
ION (1)
currently (3)

< D >

day (16)	executed (5)	general (1)	incident (4)
days (1)	execution (1)	generally (1)	including (1)
deal (2)	EXHIBIT (9)	getting (2)	INDEX (1)
decisions (2)	EXHIBITS (2)	give (7)	individual (1)
Defendants (5)	explained (2)	given (1)	informed (1)
DEFENDANT'S (3)	expressly (1)	giving (3)	initial (1)
deficit (1)	extent (1)	glad (1)	initially (1)
delegated (1)	eyes (3)	go (13)	injuries (2)
deliberate (1)	< F >	God (1)	injury (5)
deposes (1)	facility (2)	going (15)	injury-wise (1)
DEPOSITION (7)	FACILITY-RESIDE	gonna (2)	instruct (1)
described (1)	NT (1)	good (4)	intake (2)
DESCRIPTION (1)	fact (4)	gotcha (2)	interest (2)
desires (1)	facts (1)	grandmother's (1)	involvement (2)
diagnosis (1)	fair (10)	GREENVILLE (28)	issue (4)
different (3)	fairly (1)	grown (1)	issues (1)
DIRECT (1)	false (1)	guardian (1)	items (1)
disabilities (1)	family (3)	guess (3)	IV (1)
discharge (1)	far (3)	guilty (1)	< J >
discharged (1)	feel (3)	guy (1)	Jackie (1)
discharging (1)	Feidler (41)	guys (2)	JAMES (5)
discussed (2)	figured (1)	< H >	job (2)
doctor (2)	file (1)	hall (2)	Josh (1)
doctors (2)	finally (1)	hallway (1)	JR (5)
document (3)	financial (2)	handled (2)	judge (1)
documents (4)	find (1)	handling (3)	JUDICIAL (2)
doing (5)	fine (2)	hands (2)	July (3)
door (1)	finish (3)	happen (3)	jump (2)
doors (1)	Firm (2)	happened (6)	jumping (1)
< E >	first (8)	head (1)	June (23)
earlier (5)	five (1)	health (1)	jury (1)
early (2)	forgot (1)	healthcare (1)	< K >
eat (1)	form (6)	help (3)	keep (1)
effectuated (1)	four (4)	hit (1)	kind (9)
employee (3)	fracture (2)	hold (2)	knew (3)
EMS (2)	fractured (1)	home (12)	know (45)
engaged (1)	fractures (1)	homes (1)	knowledge (2)
ensured (1)	frame (1)	hospital (6)	known (1)
enter (1)	front (2)	hospitalized (1)	< L >
entitled (1)	full (3)	hours (1)	lake (2)
evening (1)	fully (1)	hypothetical (1)	Law (2)
evidence (1)	function (2)	< I >	lawful (1)
exactly (1)	functions (1)	identification (2)	lawsuit (1)
EXAMINATION (1)	FUNDAMENTAL	ill (1)	lawyer (2)
examined (2)	(4)	imagine (3)	laying (1)
example (1)	further (3)	impression (1)	Leading (1)
excuse (1)	< G >	improved (1)	
execute (5)			

leave (1)
 led (1)
 left (3)
 legs (1)
 Leola (3)
 Lexington (5)
 life (1)
 light (1)
 Little (8)
 live (2)
 LLC (6)
 LLP (1)
 long (3)
 longer (1)
 look (3)
 looked (2)
 looking (4)
 Lord (1)
 lose (2)
 lost (1)
 lot (1)
 loves (1)
 lying (1)

 < M >
 Madam (1)
 MAGNOLIA (55)
 Magnolias (1)
 man (1)
 Manor (4)
 mark (3)
 marked (2)
 marking (1)
 matters (3)
 Meadowlark (1)
 mean (18)
 meant (1)
 Mediation (2)
 medical (4)
 medication (5)
 medications (3)
 meet (3)
 meeting (1)
 member (6)
 Memorial (19)
 memory (2)
 mental (1)
 mess (1)
 met (3)

middle (2)
 mind (2)
 mindful (1)
 Mindy (2)
 misleading (4)
 misled (1)
 mistaken (1)
 MKD (1)
 mom (8)
 money (1)
 month (4)
 mother (42)
 mother's (3)
 motivation (1)
 Motor (3)
 Mountain (5)
 move (3)

< N >
 name (10)
 natural (1)
 nature (3)
 Near (1)
 necessary (1)
 need (3)
 needed (1)
 needs (1)
 never (18)
 Newberry (4)
 nod (1)
 normal (3)
 Notary (2)
 number (1)
 nurse (2)
 nurses (1)
 nursing (13)

< O >
 oath (5)
 object (6)
 objecting (2)
 Objection (17)
 objects (1)
 observing (1)
 obviously (7)
 occur (1)
 occurred (2)
 October (1)
 Oh (3)

Okay (40)
 once (1)
 open (1)
 OPERATIONAL (2)
 ordinary (1)
 oriented (1)
 Original (1)
 originally (2)

< P >
 p.m (2)
 PAGE (5)
 pain (3)
 paper (2)
 papers (11)
 paperwork (38)
 paralyzed (2)
 paramedic (2)
 part (4)
 pbuckner@ycrlaw.co
 m (1)
 pedestrian (2)
 pending (1)
 people (1)
 people's (1)
 percent (1)
 permission (1)
 Perry (2)
 person (5)
 pertaining (3)
 phone (3)
 physician (1)
 pills (2)
 pin (1)
 PLACE (48)
 Place's (2)
 Plaintiff (4)
 PLEAS (2)
 please (1)
 poor (1)
 poorly (1)
 possibly (1)
 power (1)
 preparation (1)
 prepare (1)
 preparing (1)
 present (4)
 pressure (2)
 presume (3)

presumed (1)
 presumably (1)
 pretty (4)
 previous (1)
 privilege (1)
 probably (4)
 procedure (1)
 process (6)
 produced (2)
 prognosis (1)
 Public (2)
 purpose (1)
 purposes (1)
 put (3)

< Q >
 question (25)
 QUESTIONS (41)
 quick (2)
 quite (2)

< R >
 real (1)
 really (6)
 reason (6)
 recall (13)
 recalls (1)
 recess (2)
 recollection (2)
 record (8)
 record's (1)
 referenced (1)
 referring (1)
 regarding (3)
 rely (1)
 remains (1)
 remember (20)
 remembers (1)
 repair (1)
 Repeat (7)
 rephrase (3)
 reporter (4)
 represent (5)
 representations (2)

 REPRESENTATIVE
 (1)
 require (1)
 requires (1)

rest (1)
 result (2)
 retained (1)
 Richland (19)
 ride (1)
 riding (1)
 right (25)
 River (1)
 Rivers (1)
 Road (1)
 room (8)
 rooms (2)
 rough (1)
 rules (1)

< S >

sane (1)
 saw (1)
 saying (5)
 says (1)
 see (5)
 seen (3)
 sense (1)
 senses (1)
 SERVICES (4)
 shape (1)
 sharp (1)
 shipped (1)
 short (2)
 shorthand (1)
 shows (1)
 side (1)
 sign (23)
 signature (8)
 signed (9)
 significant (1)
 signing (7)
 simply (1)
 sir (10)
 sister (3)
 sister's (1)
 slow (1)
 solely (1)
 somewhat (1)
 son (2)
 sorry (3)
 sort (1)
 sound (3)
 sounds (1)

SOUTH (12)
 speak (1)
 speaking (1)
 specified (1)
 spinal (5)
 staff (10)
 standpoint (1)
 started (2)
 STATE (4)
 statement (2)
 stay (1)
 Stefan (1)
 stefan@akimlawfirm.
 com (1)
 Stevenson (1)
 STIPULATED (1)
 stop (1)
 Street (3)
 stress (3)
 struck (1)
 stuff (4)
 suffered (4)
 suggesting (2)
 suggestive (1)
 Suite (1)
 sure (11)
 surgery (2)
 suspect (1)
 sworn (3)

< T >

table (1)
 take (7)
 taken (4)
 talk (9)
 talked (6)
 talking (7)
 talks (1)
 Tell (13)
 telling (2)
 Ten (1)
 term (1)
 testified (2)
 testify (2)
 testifying (9)
 testimony (4)
 Thank (1)
 thankful (1)
 therapy (1)

THI (2)
 thing (3)
 things (11)
 think (14)
 THIRTEENTH (2)
 three (3)
 time (19)
 times (2)
 today (11)
 today's (2)
 told (11)
 Tom (1)
 Tramadol (1)
 transcribed (1)
 transcript (1)
 transported (1)
 traumatic (2)
 trial (1)
 true (2)
 trusted (1)
 try (3)
 trying (6)
 two (4)
 two-and-a-half (1)
 type (1)
 typewriting (1)

< U >

uh-huh (7)
 uh-uh (1)
 understand (6)
 understanding (5)
 understood (2)
 underwent (1)
 untoward (1)
 use (1)
 usually (1)

< V >

vehicle (3)
 verbal (1)
 vertebrae (2)
 Vislay (2)
 vs (1)

< W >

wait (3)
 waived (1)
 walk (2)

want (24)
 wanted (2)
 way (9)
 week (1)
 weeks (3)
 well (17)
 went (1)
 we're (4)
 We've (2)
 whatsoever (1)
 Wilda (6)
 wing (2)
 Wise (2)
 wish (1)
 wishes (1)
 witness (23)
 woke (2)
 wondering (1)
 worked (1)
 world (1)
 wrong (2)
 wrongfully (1)

< Y >

Yeah (21)
 years (2)
 Young (1)

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	THIRTEENTH JUDICIAL CIRCUIT
COUNTY OF GREENVILLE	)	CASE NO. 2018-CP-23-01934
JAMES BOYD, JR.,	)	
	)	
Plaintiff,	)	
	)	MOTION FOR ORDER
vs.	)	CONFIRMING ARBITRATION AWARD
	)	AND GRANTING JUDGMENT
	)	FOR DEFENDANTS
THI OF SOUTH CAROLINA AT	)	
MAGNOLIA PLACE AT GREENVILLE,	)	
LLC; FUNDAMENTAL ADMINISTRATIVE	)	
SERVICES, LLC; and FUNDAMENTAL	)	
CLINICAL AND OPERATIONAL	)	
SERVICES, LLC.	)	
	)	
Defendants.	)	

TO: THE COURT and Plaintiff, JAMES BOYD, JR., by and through his attorneys of record

NOW COME Defendants, THI of South Carolina at Magnolia Place at Greenville, LLC (the “Facility”); Fundamental Administrative Services, LLC (“FAS”); and Fundamental Clinical and Operational Services, LLC (“FCOS”) (collectively, “Defendants”), pursuant to the Federal Arbitration Act, 9 U.S.C §§ 1–16 (the “FAA”), and/or, to the extent applicable, South Carolina’s Uniform Arbitration Act, S.C. Code Ann. §§ 15-48-10 to -240 (the “SCAA”); Rule 56, SCRCF; and any other applicable substantive or procedural law, and, on the grounds set forth below, hereby move this Honorable Court for an order confirming the attached Final Order of Arbitration (the “Arbitration Award”)¹ and, in accordance therewith, granting judgment for the Facility and, in turn, for FAS and FCOS, as to all claims in this action.

¹ Made by arbitrator D.A. Early, III, Esquire (the “Arbitrator”), the Arbitration Award is dated December 20, 2021; Defendants received a copy of it on or about December 22, 2021; and it was filed with the Court on December 29, 2021. A copy of the filed Arbitration Award is attached hereto as **Exhibit A**.

BACKGROUND

Plaintiff, James Boyd (“Mr. Boyd”), filed this nursing home malpractice action on March 27, 2018. (*See* Summons & Compl.) The operative complaint, namely, Mr. Boyd’s Second Amended Complaint, filed September 19, 2018 (the “Complaint”)², asserts a number of claims against Defendants for money damages premised on Mr. Boyd’s contention that he suffered injuries because of deficient care he received during his residency at the Facility³. (*See* 2d Am. Compl. [**Ex. B**].) The Complaint asserts the same claims against all Defendants, in other words, all of the claims asserted in the Complaint are asserted against all Defendants,⁴ all of whom are collectively referred to as the “Nursing Home Defendants” or the “Defendants” from the eighth paragraph on. (2d Am. Compl. [**Ex. B**] ¶ 8 (“That Defendant Magnolia, FAS, and [FCOS⁵] shall hereinafter be collectively referred to as ‘Nursing Home Defendants’ or ‘Defendants.’”).)

By order filed August 20, 2019, this Court, the Honorable Perry H. Gravely presiding, granted the Facility’s motion to compel Mr. Boyd’s claims to arbitration and FAS and FCOS’s related motions to stay this action pending the completion of arbitration between Mr. Boyd and the Facility. (*See* Order Granting the Facility’s Mot. to Compel Arbitration & Granting FAS and FCOS’s Mots. to Stay.⁶) By order filed October 17, 2019, the Court affirmed its order of August

² A copy of the Complaint is attached hereto as **Exhibit B**.

³ The Facility is a skilled nursing facility in Greenville County.

⁴ (*See* 2d Am. Compl. [**Ex. B**] ¶¶ 29–129 (asserting all claims against the “Defendants,” plural); *see also id.* at Prayer for Relief (“pray[ing] for judgment against *the Defendants*” as to all claims) (emphasis added).)

⁵ Context makes clear that FCOS’s omission from this sentence is mere scrivener’s error and that FCOS is intended to be included in the collective references the “Nursing Home Defendants” and the “Defendants.” Indeed, there is no separate reference to FCOS in the remainder of the Complaint. (*See* 2d Am. Compl. [**Ex. B**] ¶¶ 9–129.)

⁶ A copy of this order is attached hereto as **Exhibit C**. A copy of the Arbitration Agreement is attached hereto as **Exhibit D**.

20, 2019, denying Mr. Boyd's motion to reconsider. (See Order Denying Pl.'s Mot. to Reconsider.⁷) Mr. Boyd's claims against the Facility then proceeded in arbitration.

The arbitration hearing was conducted in late October 2021, and the Arbitrator issued the Arbitration Award about two months later, concluding that the Facility was not liable to Mr. Boyd. (See Arbitration Award [**Ex. A**].) In so doing, the Arbitrator expressly found that Mr. Boyd did not carry his burden of proof on two critical issues: (1) he failed to prove breach of the standard of care (the "Breach Issue") and (2) he failed to prove proximate cause as to his alleged injuries (the "Proximate Cause Issue"). (Arbitration Award [**Ex. A**] pp. 3–4.)

Defendants now ask that the Arbitration Award be confirmed as an order of this Court and that, in accordance therewith, judgment be granted to the Facility and, in turn, to FAS and FCOS, such that this action is, and all claims herein are, fully and finally adjudicated in favor of Defendants.

ARGUMENT

- 1. The Arbitration Award should be confirmed pursuant to FAA § 9 and/or SCAA § 15-48-120; judgment thereon should be granted to the Facility pursuant to FAA § 13 and/or SCAA §§ 15-48-150 and -160; and, in turn, judgment should be granted to FAS and FCOS pursuant to res judicata and/or collateral estoppel.**

First off, a word about the applicability of the FAA and/or the SCAA: "[T]he basic purpose of the [FAA] is to overcome courts' refusals to enforce agreements to arbitrate,"⁸ by "ensur[ing] that arbitration will proceed in the event a state law would have a preclusive effect on an otherwise valid arbitration agreement." *Bradley v. Brentwood Homes, Inc.*, 398 S.C. 447, 453, 730 S.E.2d 312, 315 (2012). Without question, the FAA applies here to preempt any provision of state law

⁷ A copy of this order is attached hereto as **Exhibit E**.

⁸ *Allied-Bruce Terminix Cos., Inc. v. Dobson*, 513 U.S. 265, 270 (1995).

that would subject the Arbitration Agreement to disfavored treatment relative other contracts. The Arbitration Agreement expressly states that the FAA applies, and this must be enforced like any other contract term. *Damico v. Lennar Carolinas, LLC*, 430 S.C. 188, 196, 844 S.E.2d 66, 70 (Ct. App. 2020). Moreover, the FAA applies “to any arbitration agreement regarding a transaction that in fact involves interstate commerce, regardless of whether or not the parties contemplated an interstate transaction,”⁹ and, as our state Supreme Court has recognized, nursing home residency agreements implicate interstate commerce and, thus, the FAA. *Dean v. Heritage Healthcare of Ridgeway, LLC*, 408 S.C. 371, 381, 759 S.E.2d 727, 732 (2014). All that said, however, in *Toler’s Cove Homeowners Association, Inc. v. Trident Construction Company, Inc.*, our Supreme Court ruled that, even in cases where the FAA applies to preempt substantive state law, it does not preempt state procedural law that disallows an immediate appeal from the grant of a motion to compel arbitration. 355 S.C. 605, 611, 586 S.E.2d 581, 585–86 (2003). So, perhaps, to the extent they are considered in the same vein as the procedural law distinguished by the *Toler’s Cove* Court, SCAA §§ 15-48-120, -150, and -160 could apply here. But as a practical matter, any question about the applicability of the FAA and/or the SCAA is immaterial, because the relief requested herein (confirmation of the Arbitration Award and judgment in accordance therewith) is proper under either (or both) the FAA and the SCAA.

(a) The Arbitration Award should be confirmed pursuant to FAA § 9 and/or SCAA § 15-48-120.

In pertinent part, FAA § 9 provides:

If the parties in their agreement have agreed that a judgment of the court shall be entered upon the award made pursuant to the

⁹ *Munoz v. Green Tree Fin. Corp.*, 343 S.C. 531, 538, 542 S.E.2d 360, 363 (2001).

arbitration, and shall specify the court^[10], then at any time within one year after the award is made^[11] any party to the arbitration may apply to the court so specified for an order confirming the award, and thereupon the court must grant such an order unless the award is vacated, modified, or corrected as prescribed in sections 10^[12] and 11^[13] of this title.

Similarly, SCAA § 15-48-120 provides: “Upon application of a party, the court shall confirm an award, unless within the time limits hereinafter imposed grounds are urged for vacating or modifying or correcting the award, in which case the court shall proceed as provided in Sections 15-48-130^[14] and 15-48-140^[15].”

There being no cause to vacate, modify, or correct the Arbitration Award (and no motion for any such relief having been made), the Facility is entitled to an order confirming the Arbitration Award under FAA § 9 and/or SCAA § 15-48-120, if not immediately, then upon the expiration of the three-month/90-day deadline (running from the date of delivery of the Arbitration Award to Mr. Boyd) for Mr. Boyd to move to vacate, modify, and/or correct the Arbitration Award under

¹⁰ The Arbitration Agreement expressly states that “[t]he arbitrator shall hear and decide the controversy, and the decision shall be binding on all parties, and may be enforced by a court of competent jurisdiction.” (Arbitration Agreement [**Ex. D**].)

¹¹ Dated December 20, 2021, the Arbitration Agreement is not yet two months old.

¹² FAA § 10 allows a party to the arbitration to move to vacate an arbitration award on certain narrow grounds. FAA § 12 requires such a motion to be served within three months after the award is filed or delivered.

¹³ FAA § 11 allows a party to the arbitration to move to modify or correct an arbitration award on certain narrow grounds. FAA § 12 requires such a motion to be served within three months after the award is filed or delivered.

¹⁴ SCAA § 15-48-130 allows a party to the arbitration to move to vacate an arbitration award on certain narrow grounds and requires such a motion, except where predicated on corruption, fraud, or other undue means (in which case it must be made within 90 days after such grounds are known or should have been known to the movant), to be made within 90 days after a copy of the award is delivered to the movant.

¹⁵ SCAA § 15-48-140 allows a party to the arbitration to move to modify or correct an arbitration award on certain narrow grounds and requires such a motion to be made within 90 days after a copy of the award is delivered to the movant.

the FAA and/or the SCAA or, in the event that Mr. Boyd makes such a motion within the aforementioned deadline, then pending the Court's decision on the motion.

(b) Judgment should be granted to the Facility pursuant to FAA § 13 and/or SCAA §§ 15-48-150 and -160.

FAA § 13 provides:

The party moving for an order confirming, modifying, or correcting an award shall, at the time such order is filed with the clerk for the entry of judgment thereon, also file the following papers with the clerk:

- (a) The agreement^[16]; the selection or appointment, if any, of an additional arbitrator or umpire^[17]; and each written extension of the time, if any, within which to make the award^[18].
- (b) The award^[19].
- (c) Each notice, affidavit, or other paper used upon an application to confirm, modify, or correct the award^[20], and a copy of each order of the court upon such an application^[21]. The judgment shall be docketed as if it was rendered in an action.

The judgment so entered shall have the same force and effect, in all respects, as, and be subject to all the provisions of law relating to, a judgment in an action; and it may be enforced as if it had been rendered in an action in the court in which it is entered.

Essentially, the SCAA breaks the provisions of FAA § 13 into two sections, SCAA §§ 15-48-150 and -160. In pertinent part, SCAA § 15-48-150 provides: "Upon the granting of an order

¹⁶ Again, a copy of the Arbitration Agreement is attached hereto as **Exhibit D**.

¹⁷ As stated on the first page of the Arbitration Award [**Ex. A**], the Arbitrator was selected by consent of the parties. There was no "additional arbitrator or umpire."

¹⁸ There was no such extension.

¹⁹ Again, a copy of the Arbitration Award is attached hereto as **Exhibit A**.

²⁰ The instant motion is the only such application and, along with its attachments, it comprises all such papers.

²¹ The order requested by the instant motion would be the only such order.

confirming, modifying or correcting an award, judgment or decree shall be entered in conformity therewith and be enforced as any other judgment or decree.” And SCAA § 15-48-160 provides:

- (a) On entry of judgment or decree, the clerk of court shall prepare the judgment roll consisting, to the extent filed, of the following:
 - (1) The agreement^[22] and each written extension of the time within which to make the award^[23];
 - (2) The award^[24];
 - (3) A copy of the order confirming, modifying or correcting the award^[25]; and
 - (4) A copy of the judgment or decree^[26];
- (b) The judgment or decree may be docketed as if rendered in an action.

The Facility being entitled, as explained above, to an order confirming the Arbitration Award under both FAA § 9 and/or SCAA § 15-48-120, and the instant motion either providing to or requesting from the Court all relevant papers for entry/enrollment of the judgment, the Facility is entitled to judgment in its favor as to all claims asserted against it in this action under FAA § 13 and/or SCAA §§ 15-48-150 and -160.

- (c) **Judgment should be granted to FAS and FCOS pursuant to res judicata and/or collateral estoppel.**

As explained above, the Facility is entitled to judgment in its favor as to all claims. Under FAA § 13, the judgment to which the Facility is entitled “shall have the same force and effect, in

²² Again, a copy of the Arbitration Agreement is attached hereto as **Exhibit D**.

²³ Again, there was no such extension.

²⁴ Again, a copy of the Arbitration Award is attached hereto as **Exhibit A**.

²⁵ Again, the order requested by the instant motion would be the only such order.

²⁶ The judgment or decree that the Court is now asked to render in favor of the Facility (and, in turn, in favor of FAS and FCOS) would be such judgment or decree.

all respects, as, and be subject to all the provisions of law relating to, a judgment in an action; and it may be enforced as if it had been rendered in an action in the court in which it is entered.” Likewise, the SCAA provides, in § 15-48-150, that such judgment “shall . . . be enforced as any other judgment or decree” and, in § 15-48-160(b), that “[t]he judgment or decree may be docketed as if rendered in an action.”

“Under the doctrine of res judicata, a final judgment on the merits rendered by a court of competent jurisdiction, without fraud or collusion, is conclusive as to the rights of the parties and their privies.” *Griggs v. Griggs*, 214 S.C. 177, 184, 51 S.E.2d 622, 626 (1949). To establish res judicata, three elements must be shown: (1) the parties must be the same as a prior litigation or their privies; (2) the subject matter must be the same as the prior litigation; and (3) there must have been a prior adjudication of the issue by a court of competent jurisdiction. *Pye v. Aycock*, 325 S.C. 426, 432, 480 S.E.2d 455, 458 (Ct. App. 1997). Where it applies, the doctrine of res judicata bars a litigant from raising any issues that were adjudicated in the former suit and any issues that might have been raised in the former suit. *Id.*

To be clear, and as more fully set forth in their respective filings in the case, Defendants deny the alter ego/amalgamated etc. relationship Mr. Boyd alleges between them; however, *Mr. Boyd himself* is bound by those allegations. *See Kitchen Planners, LLC v. Friedman*, 432 S.C. 267, 851 S.E.2d 724 (Ct. App. 2020) (“However, ‘[i]t is well settled that parties are judicially bound by their pleadings unless withdrawn, altered or stricken by amendment or otherwise.’”) (quoting *Postal v. Mann*, 308 S.C. 385, 387, 418 S.E.2d 322, 323 (Ct. App. 1992)); *see also Johnson v. Alexander*, 413 S.C. 196, 202, 775 S.E.2d 697, 700 (2015) (“Parties are generally bound by their pleadings and are precluded from advancing arguments or submitting evidence contrary to those assertions.”); *Postal*, 308 S.C. at 387, 418 S.E.2d at 323 (“The allegations, statements, or

admissions contained in a pleading are conclusive as against the pleader and a party cannot subsequently take a position contradictory of, or inconsistent with, his pleadings and the facts which are admitted by the pleadings are taken as true against the pleader for the purpose of the action.”).

As against Mr. Boyd himself, all the elements of res judicata are present here. By virtue of his own averments, Mr. Boyd cannot deny that FAS and FCOS are the same as the Facility or its privies; nor can he deny that the subject matter at issue is the same (Mr. Boyd having alleged the same claims against all Defendants and all of his claims having been compelled to arbitration); and, of course, because, as explained above, the Arbitration Award must be confirmed pursuant to FAA § 9 and/or SCAA § 15-48-120 and judgment must be granted to the Facility pursuant to FAA § 13 and/or SCAA §§ 15-48-150 and -160, this Court’s confirmation of the Arbitration Award and judgment for the Facility thereon (which, under both the FAA and the SCAA, must be given the same force and effect as any other judgment entered in an action) constitutes adjudication by a court of competent jurisdiction. Res judicata thus bars Mr. Boyd from relitigating all claims that were, as well as any claims that could have been, so adjudicated, which claims, of course, include not only Mr. Boyd’s claims against the Facility but also (since they are the same claims) his claims against FAS and FCOS, and accordingly, FAS and FCOS, too, are entitled to judgment as a matter of law as to all claims.

But even assuming, *arguendo* that, FAS and FCOS are not entitled to judgment as a matter of law pursuant to res judicata, they are nonetheless entitled to such a judgment pursuant to collateral estoppel.

Collateral estoppel, also known as issue preclusion, prevents a party from relitigating an issue that was previously decided, even if the “new” litigation involves different claims. *Judy v.*

Judy, 383 S.C. 1, 7, 677 S.E.2d 213, 217 (Ct. App. 2009); *see also Pye*, 325 S.C. at 436, 480 S.E.2d at 460 (“[C]ollateral estoppel bars relitigation of the same facts or issues necessarily determined in [a] former proceeding.”). The party asserting collateral estoppel must demonstrate that the issue in question was: (1) actually litigated previously, (2) directly determined previously, and (3) necessary to support the prior judgment. *Beall v. Doe*, 281 S.C. 363, 369, 315 S.E.2d 186, 189–90 n.1 (Ct. App. 1984). “While the traditional use of collateral estoppel required mutuality of parties to bar relitigation, modern courts recognize the mutuality requirement is not necessary for the application of collateral estoppel where the party against whom estoppel is asserted had a full and fair opportunity to previously litigate the issues.” *Snavely v. AMISUB of S.C., Inc.*, 379 S.C. 386, 398, 665 S.E.2d 222, 228 (Ct. App. 2008).

Here, the issues in question are the Breach Issue and the Proximate Cause Issue, both of which the Arbitrator determined in favor of the Facility and against Mr. Boyd. Because, as explained above, the Arbitration Award must be confirmed pursuant to FAA § 9 and/or SCAA § 15-48-120 and judgment must be granted to the Facility pursuant to FAA § 13 and/or SCAA §§ 15-48-150 and -160 and, under both the FAA and the SCAA, such judgment must be given the same force and effect as any other judgment entered in an action, the Breach Issue and the Proximate Cause Issue have thus been actually litigated. It is clear from the face of the Arbitration Award that the Breach Issue and the Proximate Cause Issue were directly determined and that, because these issues go to necessary elements of Mr. Boyd’s claims, the Arbitrator’s findings as to them provide necessary support for the Arbitration Award and, in turn, the confirmation thereof and judgment thereon. And, of course, to be clear, the party against whom collateral estoppel is asserted, Mr. Boyd, is the very same party who had a full and fair opportunity to litigate these

issues by virtue of his participation in the arbitration and court proceedings leading up to the Arbitration Award and, in turn, the confirmation thereof and judgment thereon.

Therefore, because, as explained, the Arbitration Award must be confirmed and judgment must be granted to the Facility thereon and, in turn, Mr. Boyd is collaterally estopped to relitigate the Breach Issue and the Proximate Cause Issue against FAS and FCOS, which issues, between them, go to and preclude Mr. Boyd from meeting his burden of proof as to at least one essential element of all his claims against FAS and FCOS, judgment must be granted to FAS and FCOS, too. (See 2d Am. Compl. [**Ex. B**] ¶¶ 29–40 (asserting a cause of action for Negligence/Gross Negligence and alleging what is or is tantamount to breach of the standard of care and/or proximate cause as essential elements of the claim); *id.* at ¶¶ 41–46 (asserting a cause of action for Negligence *Per Se* and alleging what is or is tantamount to breach of the standard of care and/or proximate cause as essential elements of the claim); *id.* at ¶¶ 47–53 (asserting a cause of action for Breach of Contract and alleging what is or is tantamount to breach of the standard of care and/or proximate cause as essential elements of the claim); *id.* at ¶¶ 54–64 (asserting a cause of action for Fraud/Misrepresentation/Spoliation²⁷ and alleging what is or is tantamount to breach of the standard of care and/or proximate cause as essential elements of the claim); *id.* at ¶¶ 65–73 (asserting a cause of action for violation of the South Carolina Unfair Trade Practice Act and alleging what is or is tantamount to breach of the standard of care and/or proximate cause as essential elements of the claim); *id.* at ¶¶ 74–86 (asserting a cause of action for Elder Abuse²⁸ and

²⁷ Defendants would note that spoliation is not even a recognized cause of action. *Cole Vision Corp. v. Hobbs*, 394 S.C. 144, 151, 714 S.E.2d 537, 541 (2011) (“We hold that while Hobbs may continue to assert Cole Vision’s failure to maintain the document at issue as a defense to its claim for indemnification, the circuit court properly held that South Carolina does not recognize an independent tort for the negligent spoliation of evidence, third-party or otherwise.”).

²⁸ Defendants do not concede that this is even a recognized cause of action.

alleging what is or is tantamount to breach of the standard of care and/or proximate cause as essential elements of the claim); *id.* at ¶¶ 87–90 (asserting a cause of action for Civil Conspiracy and alleging what is or is tantamount to breach of the standard of care and/or proximate cause as essential elements of the claim); *id.* at ¶¶ 91–97 (asserting a cause of action for Corporate Negligence²⁹ and alleging what is or is tantamount to breach of the standard of care and/or proximate cause as essential elements of the claim); *id.* at ¶¶ 98–103 (asserting a cause of action for Intentional Infliction of Emotional Distress and alleging what is or is tantamount to breach of the standard of care and/or proximate cause as essential elements of the claim); *id.* at ¶¶ 104–109 (asserting a cause of action for Negligent Infliction of Emotional Distress and alleging what is or is tantamount to breach of the standard of care and/or proximate cause as essential elements of the claim); *id.* at ¶¶ 110–111 (asserting a cause of action for Alter Ego/Piercing the Corporate Veil³⁰ and alleging what is or is tantamount to breach of the standard of care and/or proximate cause as essential elements of the claim); *id.* at ¶¶ 112–117 (asserting a cause of action for Amalgamation of Interests³¹ and alleging what is or is tantamount to breach of the standard of care and/or proximate cause as essential elements of the claim); *id.* at ¶¶ 118–129 (asserting a cause of action for Conversion and alleging what is or is tantamount to breach of the standard of care and/or proximate cause as essential elements of the claim).

²⁹ Defendants do not concede that this is even a recognized cause of action.

³⁰ Defendants would note that, by itself, an attempt such as this to disregard the corporate form is not even a recognized cause of action “but rather a means of imposing liability on an underlying cause of action.” *Drury Dev. Corp. v. Foundation Ins. Co.*, 380 S.C. 97, 103, 668 S.E.2d 798, 801 (2008) (quoting 1 William Meade Fletcher et al., *Fletcher Cyclopedic of the Law of Private Corporations* § 41.10 (per. ed., rev. vol. 2006)).

³¹ Here again, Defendants would note that, by itself, an attempt such as this to disregard the corporate form is not even a recognized cause of action. *Drury*, 380 S.C. at 103, 668 S.E.2d at 801.

CONCLUSION

WHEREFORE, for the foregoing reasons, Defendants ask the Court to confirm the Arbitration Award and, in conformity with the express language and necessary implications of thereof, to grant and direct the entry of judgment thereon for the Facility as to all claims in this action and, in turn, grant and direct the entry of judgment thereon for FAS and FCOS as to all claims in this action, such that the action is, and all claims asserted herein are, fully and finally adjudicated in favor of Defendants.

PLEASE NOTE: Defendants reserve all rights to provide further support for this motion via such briefing, argument (to include oral argument), and/or additional submissions as the Court may permit or require.

Respectfully submitted,
CLEMENT RIVERS, LLP

By: s/ D. Jay Davis, Jr.
D. Jay Davis, Jr.
James D. Gandy, III
25 Calhoun Street, Suite 400
Charleston, South Carolina 29401
P.O. Box 993 (29402)
(843) 720-5406
jdavis@ycrlaw.com

Attorneys for Defendants

Charleston, South Carolina

Date: February 14, 2022

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

COURT OF COMMON PLEAS
2018-CP-23-01934

JAMES BOYD,
PLAINTIFF,

vs.

TRANSCRIPT OF RECORD

THI OF SOUTH CAROLINA AT
MAGNOLIA PLACE AT GREENVILLE,
LLC, FUNDAMENTAL
ADMINISTRATIVE SERVICES, LLC,
AND FUNDAMENTAL CLINICAL AND
OPERATIONAL SERVICES, LLC,
DEFENDANTS.

ORIGINAL

May 20, 2019
Greenville, South Carolina

B E F O R E:

THE HONORABLE PERRY H. GRAVELY, JUDGE.

A P P E A R A N C E S:

ERIC M. POULIN, ESQ.
Attorney for the Plaintiff

PERRY M. BUCKNER, IV, ESQ.
Attorney for Defendant THI of South Carolina at
Magnolia Place at Greenville, LLC

HOLLIE M. JENKINS
Circuit Court Reporter

I N D E X

(There were no witnesses called.)

E X H I B I T S

(There were no exhibits introduced.)

P R O C E E D I N G S

1
2 THE COURT: All right. This is a motion to compel
3 arbitration after a previous -- my previous order saying
4 that y'all could do some discovery so it could be
5 determined whether there was some appropriate authority,
6 et cetera.

7 So I'll be glad to hear from you, Mr. Buckner.

8 What's your name?

9 MR. POULIN: Eric Poulin, Your Honor, P-O-U-L-I-N.

10 THE COURT: All right.

11 MR. BUCKNER: Thank you, Your Honor.

12 May it please the Court, Your Honor.

13 Perry Buckner on behalf of the moving party today,
14 THI of South Carolina at Magnolia Place at Greenville,
15 LLC.

16 There, also, were two co-defendants that had sort of
17 collateral motions to stay, Fundamental Administrative
18 Service and Fundamental Clinical and Operational Services.
19 Those were held in abeyance by Your Honor pending the
20 outcome --

21 THE COURT: Okay.

22 MR. BUCKNER: -- of discovery, and everything. But I
23 did want to remind the Court about those.

24 As Your Honor stated briefly, we were before the
25 Court last summer on a motion to compel arbitration, which

1 was denied without prejudice. You granted us leave to
2 conduct discovery, which we have now completed both the
3 written discovery and taking four depositions, the
4 Plaintiff, Mr. Boyd, his mother, the admissions
5 coordinator or director and my client, Ms. Leola Burt, and
6 Peggy, Fields, who is a case manager -- a caseworker for
7 Palmetto Baptist, which I understand has now become Prisma
8 in Columbia as well as up here.

9 But what we have learned, Your Honor -- Your Honor
10 granted us leave to conduct discovery of these issues of
11 actual authority and apparent authority. And just to be
12 candid and forthright with the Court, you know, when
13 you -- when -- sometimes, when you write your briefs, you
14 convince yourself of every argument. And then you read
15 the other sides opposition and you start to reconsider
16 things.

17 I think to be entirely forthright what we've
18 established by record is apparent authority. We've argued
19 actual, but I'm -- I'm willing to tell the Court that I
20 think what -- what the record has established is apparent
21 authority for Ms. Wilda Boyd to execute this arbitration
22 agreement on behalf of her son.

23 And I want to say at the outset, this is not a motion
24 for summary judgment where all the Plaintiff has to do is
25 show a scintilla. This is not a 12(B) motion to dismiss

1 where the facts are viewed in the light most favorable to
2 the Plaintiff. There's no pleading here at issue. This
3 is a motion to compel arbitration.

4 I bear the burden. I welcome the -- you know, the
5 burden to -- to prove. But it is, you know, my burden.
6 But it is a preponderance of the evidence standard that I
7 have to show. Your -- Your Honor will be the fact finder
8 for it.

9 And what the record from discovery has established in
10 this case very specifically and very clearly is that
11 Ms. Coco [phonetic] Burt -- she goes by -- I identified her
12 as Leola, but everybody calls her Coco at Magnolia Place.
13 She was inquiring about receiving this patient from the
14 hospital in Columbia. Mr. Boyd was hospitalized in
15 Columbia.

16 He had a traumatic, I believe, motor vehicle accident
17 and was in some pretty rough shape and was probably on
18 significant pain medications. I think the records
19 established that. He was competent. I do not dispute
20 that. I, obviously, think he was competent. Because if
21 you're going to have someone appointed an agent, you're
22 going to have to have capacity. I think the Plaintiff's
23 would agree with that.

24 So Ms. Burt contacted the hospital, the caseworker,
25 Ms. Fields. And both Ms. Fields, by way of affidavit and

1 now deposition, and Ms. Burt both recall this phone call
2 very clearly. And Ms. Burt was inquiring, as she should,
3 in this case as to who would be handling the admissions
4 paperwork. And Ms. Fields informed Ms. Burt that she
5 would need to get back to her and consult with the
6 patient, Mr. James Boyd.

7 Ms. Fields did that, again, by sworn affidavit and
8 deposition testimony. She has confirmed that Ms. Burt
9 called her and that she went into the patient's room to
10 speak with Mr. Boyd, at which time he directed Ms. Fields
11 to tell Ms. Burt that "his mother would be the point of
12 contact, and that she would handle all the paperwork."

13 And Ms. Fields then called Ms. Burt and told her the
14 same thing. And Ms. Burt then both spoke and faxed
15 admissions paperwork to Wilda Boyd, at which time, Wilda
16 Boyd executed that paperwork.

17 Now, we have an apparent authority argument. But,
18 obviously, ratification is, also, something we briefed,
19 Your Honor, by way of our supplemental memorandum.
20 Obviously, it's a -- a -- you know, sort of a secondary
21 issue here. Because we think we've established properly
22 apparent authority.

23 THE COURT: Well, let me ask you this, though,
24 normally, you have an apparent authority situation that
25 comes up in a -- kind of a employer -- employer sort of an

1 agent-type relationship here. I mean, without a power of
2 attorney or something, can a parent bind a child -- an
3 adult child on an agreement like this?

4 MR. BUCKNER: Absolutely.

5 THE COURT: With apparent authority?

6 MR. BUCKNER: Absolutely. And I think that that is
7 exactly why Your Honor correctly allowed us to conduct
8 discovery. Common law agency exists. You do not need a
9 power of attorney to create agency. Common law agency
10 doctrines have been around in this state and every other
11 state for hundreds of years.

12 Someone who has mental capacity -- now, if Mr. Boyd
13 didn't have capacity -- I believe Plaintiff's would
14 stipulate that he did -- certainly, the questioning in all
15 of these depositions suggests as much. But if someone has
16 capacity, you, I, Plaintiff's counsel, or anybody else in
17 this courtroom can appoint someone to be their agent,
18 including signing an arbitration agreement.

19 The United States Supreme Court most recently in the
20 Marvin [phonetic] Healthcare case and on, at least, three
21 other occasions in the last five or six years has made it
22 very clear that courts need to put arbitration contracts
23 on equal footing as other contracts.

24 And so if someone goes into a patient's room and asks
25 that patient -- competent patient who should sign your

1 admissions paperwork at the nursing home and he says, my
2 mother should be the person that does that, that's exactly
3 what apparent authority is. That's a holding out.

4 And I realize that Mr. Boyd did not call Ms. Burt or
5 anybody at the nursing home directly and say, this is who
6 I want to deal with. But once Mr. Boyd holds his mother
7 out expressly -- it can happen through words or it can
8 happen through conduct.

9 In this case, we don't have to go into conduct. We
10 don't have to go into any implied actions. We have
11 expressed words that were cited to both Ms. Burt, an
12 employee of my client, but, more importantly, for Your
13 Honor for purposes of today, from Ms. Peggy Fields, a
14 third party who works for a company that I do not
15 represent, has nothing to do with this and just by, you
16 know, fortune in this case appears to have an incredible
17 memory. And both Ms. Burt and Ms. Fields story is exactly
18 the same. And they have made it clear that the reason
19 they were directed to deal with Ms. Boyd is because of
20 Mr. Boyd's direct representations.

21 And so here, we have a case where arbitration should
22 be granted. And I think it's incredibly important from a
23 policy standpoint because they're trying to do the right
24 thing. Arbitration agreements, specifically, in the
25 nursing home arena, you know, as Your Honor is well aware

1 and -- and discussed the brief extensively in the order in
2 this case, have come under a lot of scrutiny. And most of
3 that scrutiny has to do with when someone is
4 incapacitated. And the Court's are very concerned and I
5 think, you know, should be about having the waiver of a
6 right to a jury trial with an incapacitated person.

7 But when someone has just had the kind of accident
8 that Mr. Boyd did -- and he'd been hospitalized for a long
9 time in Greenville and was, you know, obviously, in a
10 severe situation. I think an admissions coordinator in a
11 nursing home is right to do her homework and due diligence
12 and make sure that we're not submitting this paperwork
13 directly to Mr. Boyd if he doesn't want it.

14 Mr. Boyd had every right -- Peggy Fields confirmed
15 this in her deposition as well, that if Mr. Boyd had told
16 her, I want to do the paperwork, there was nothing that
17 would have stopped him. And that's exactly what she would
18 have relayed to Ms. Burt. But that didn't happen.

19 And so here, we have the nursing home trying to do
20 the right thing. Because, as we know, Your Honor, if
21 Mr. Boyd had signed this, we'd probably be hearing an
22 argument of procedural unconscionability, duress, all
23 those kinds of things. They asked who should be directed
24 and dealt with. They got an answer. They did that. And
25 now, that's being held against them and -- or held against

1 us.

2 And I think it's critically important that
3 arbitration agreements be given the same treatment as all
4 other contracts. And that a competent person can appoint
5 an agent. And they can do that by the holding out of
6 someone as their agent, which is exactly what the record
7 has established in this case.

8 But getting to your point, Your Honor, obviously, the
9 Plaintiff and their good counsel has not just thrown up
10 their hands. They have deposed all these folks and tried
11 to point out inconsistencies and things in their favor as
12 well.

13 And here's what I'd say about that to try to persuade
14 Your Honor and show that we can meet our burden. Ms. Burt
15 and Ms. Fields recollection is identical. It's extremely
16 specific. They've walked through the phone calls that
17 were made, the faxes that were made. And Ms. Burt's
18 recollection is even, I remember sitting in Mr. Boyd's
19 room after all this happened, after some of the paperwork
20 has been signed and when I still needed to get additional
21 paperwork signed. I remember going in the room, holding
22 the phone to his ear while we talked to his mother. And
23 we talked about additional paperwork. And at that time,
24 he directed me again to deal with his mother for the rest
25 of that.

1 She will testify and has testified that she explained
2 to him that all the other agreements that had already been
3 signed included an arbitration agreement at that time. He
4 did not object. He did not protest. He was provided with
5 those materials. He could have seen them at any time
6 after. But, again, he directed his mother to handle all
7 the paperwork, which is exactly what happened in the first
8 instance, which is confirmed by Ms. Fields.

9 The idea or notion that Ms. Burt has concocted this
10 story about being in the room, holding the phone to his
11 ear, calling Ms. Fields, remembering talking to
12 Ms. Fields, Ms. Fields remembering the same thing is just
13 not possible. The kind of specificity that she used
14 should -- Ms. Fields -- Burt used should in and of itself
15 be enough to convince the Court of apparent agency.

16 But we went out and got Ms. Fields, got her deposed.
17 She gave an affidavit confirming the exact thing. And
18 Mr. Boyd's response to all this has just been, I don't
19 remember talking to them about any of this. And no one
20 ever asked me about any of it. And that's it.

21 He doesn't deny -- he just denies it all. He doesn't
22 say, well, we had a conversation, but this was talking
23 about -- it wasn't. He just says it didn't happen. And
24 if anybody had come to him, he would have said, me, which
25 directly refutes both Ms. Fields and Ms. Burt and, quite

1 frankly, doesn't make any sense given the level of
2 specificity that's been laid out.

3 And for someone to bring an arbitration agreement
4 that's already been signed by his mother to his room, tell
5 him that it's happened, and then to ask him who should
6 sign the rest of the paperwork, and he tells them his
7 mother, again, to Ms. Burt that should be the party
8 handling it is what ratification is for as well, if we
9 couldn't meet apparent agency, but we think we absolutely
10 can.

11 I agree, I have not established actual authority in
12 these depositions so far. I would need Mr. and
13 Mrs. Boyd's deposition testimony to be different. They
14 weren't. But we think we've established apparent
15 authority very clearly.

16 I know there has been some argument. We had cited
17 Mr. Boyd's prior criminal convictions as an additional
18 grounds for the Court to consider the credibility of him
19 as a witness. I know that was attacked in some of the
20 Plaintiff's responsive briefing that was submitted back in
21 February. And the only thing I want to say is there was
22 some commentary about the rules of evidence and what would
23 apply.

24 I am happy to have Ms. Burt come before Your Honor,
25 along with Ms. Fields. Ms. Fields has been drug into this

1 more than she would ever want to. I was hoping to avoid
2 that and put them under oath and have an evidentiary
3 hearing. I don't think that's necessary. But if we want
4 to talk about what the rules of evidence would and would
5 not permit, I think we need to do it all or nothing on
6 that end. And, certainly, there are some of these prior
7 convictions to Mr. -- Mr. Boyd that would apply, that the
8 Court could consider if we had an evidentiary hearing.

9 THE COURT: But is Mr. Boyd -- does he deny that any
10 of this happened, or he just doesn't recall?

11 MR. BUCKNER: Both. He, certainly, denies -- I will
12 admit to Your Honor that he granted his mother authority.
13 But he doesn't remember Ms. Fields generally, which that
14 in and of itself doesn't surprise me. But he doesn't
15 remember a conversation in the room with Ms. Boyd. He
16 just flatly says, I don't remember it, but I would
17 remember it if I told anybody.

18 And I don't think that's enough, Your Honor. If this
19 were a motion for summary judgment or something like that,
20 yeah, I think I'd -- I'd lose every time.

21 But in this case, I think that in order for
22 arbitration agreements to get a fair shake, you've got to
23 do more than just come and say, I didn't do that when
24 you've got two witnesses who have a very exacting and
25 detailed recollection of what occurred both in his

1 hospital room and thereafter. The idea that that just
2 didn't occur once you read this deposition testimony, I
3 don't think that should be given any credence by the
4 Court.

5 THE COURT: All right.

6 MR. BUCKNER: Thank you, Your Honor.

7 THE COURT: Mr. Poulin.

8 MR. POULIN: Good morning, Your Honor.

9 Again, my name's Eric Poulin. I represent the
10 Plaintiff in this matter.

11 Your Honor, as an initial matter, I don't believe
12 that the record is as clear as Mr. Buckner thinks that it
13 is, or that some of these witnesses memories were as clear
14 as he remembers them being.

15 As an initial matter, Mr. Boyd does deny that -- that
16 any of this happened. His testimony -- the most pertinent
17 testimony starting on Page 26 of his deposition, Did you
18 ever communicate to anybody at Richland Memorial whether
19 it be the admission staff there, or a nurse, or a
20 physician that your mother was in charge of paperwork?

21 Answer: No.

22 Question: Okay. You don't recall, or your answer is
23 no?

24 Answer: No.

25 Question: On June 30th, 2016, did you represent to

1 any employee at Magnolia that your mother can sign
2 paperwork on your behalf?

3 Answer: No.

4 So that's Mr. -- that's Mr. Boyd's testimony. And,
5 Judge, I really think that should stop the inquiry right
6 there. Mr. Buckner is correct that he has the burden of
7 proof in this case.

8 And I don't know that the Court's ever come out and
9 said exactly what the burden of proof is. I guess it sort
10 of is a preponderance of the evidence. But the way
11 that -- that the Court of Appeals framed it in the McCall
12 vs. Finley, which is 294 S.C. 1, is that a party asserting
13 agency as a basis of liability must prove the existence of
14 the agency and the agency must be clearly established by
15 the facts.

16 So that's -- I guess that's kind of the burden that
17 Your Honor is operating under is they must clearly
18 establish the existence of agency under the facts. And
19 that's the McCall vs. Finley case.

20 THE COURT: That's somewhere between preponderance
21 and clear and convincing.

22 MR. POULIN: I -- I guess. That's -- that's the only
23 guidance they've given us.

24 So, Your Honor, it's -- so it's undisputed that
25 Mr. Boyd did not directly give authority to the Defendant

1 facility. Their argument is that he told somebody at the
2 hospital that his mom could handle the paperwork. And
3 then that person at the hospital passed along to the
4 facility that Mr. Boyd said his mom could handle the
5 paperwork.

6 So we're dealing with sort of a step removed here.
7 And, Your Honor, this is problematic for a number of
8 reasons. First of all, it's not clear that it's even
9 reasonable for the facility to rely upon what the case
10 manager at the hospital says.

11 If we go back to the McCall case, the Court there
12 held that it is the duty of one dealing with an agent to
13 use due care to ascertain the scope of the agent's
14 authority. And, again, I have that cite for you, Your
15 Honor. It's 294 S.C. 1. So there, the Court said that
16 it's the duty of a person dealing with an agent to use due
17 care to ascertain the scope of the agency.

18 Now, they don't explain what due care is. And I
19 don't know if due care is relying on the admissions
20 coordinator at the hospital or not.

21 But what I do know is that Mr. Boyd during this
22 entire time was perfectly competent, including the day
23 that he came into the facility and up until this very
24 date. And that, in fact, people at the facility -- at the
25 Defendant's facility spoke with him on multiple occasions.

1 And they, certainly, could have very easily, if they were
2 to use due diligence, asked Mr. Boyd directly prior to the
3 arbitration agreement being signed whether or not his mom
4 had authority. And it's undisputed that that did not
5 happen.

6 The sole basis of authority here rests on the
7 allegation that he told the hospital lady who then told
8 the lady at the facility. But there's -- there's
9 additional problems with that. Because this is where I
10 see a different record than Mr. Buckner.

11 Ms. Fields is the lady at the hospital, the
12 admissions coordinator at the hospital. And Ms. Burt
13 is -- Leola Burt is the lady at the -- at the facility.
14 And the allegation is that Ms. Fields called Ms. Burt and
15 told Ms. Burt that my client said his mom was his agent
16 for signing paperwork.

17 The problem is that Ms. Fields, actually, in her
18 testimony does not recall having that conversation. She
19 doesn't, actually, recall that conversation. She just
20 assumes that she had that conversation because that's what
21 she normally does. Here's the testimony, Your Honor. We
22 filed these transcripts. It starts on Page 15 of
23 Ms. Burt's deposition, Line 2 -- sorry, Ms. Fields
24 deposition.

25 So this is the lady at the hospital that allegedly

1 called the facility and told them about --

2 MR. BUCKNER: I do have to interject. We got Ms. --
3 we have Ms. Fields affidavit and took her deposition about
4 two weeks ago. But she -- we just got her transcript, I
5 believe, last night. It has not been filed. We had a
6 little bit of a snafu --

7 MR. POULIN: I think Stefan filed it this morning
8 on -- it -- it should be there, Your Honor.

9 THE COURT: Okay.

10 MR. BUCKNER: All right.

11 MR. POULIN: So what -- the question is: What were
12 Ms. Burk -- Burt's exact words to you as it pertains to
13 Mr. Boyd?

14 Answer: Now, I do not remember them.

15 Question: Okay. Do you have any recollection of
16 that conversation?

17 Answer: No.

18 Question: So how do you know that she inquired into
19 who would be responsible for handling the admission
20 paperwork for patients?

21 Answer: Because that is a standard question of any
22 acute care or skilled nursing facility as to who the
23 responsible party will be in terms of paperwork.

24 Question: Okay. So sitting here today, do you
25 recall anything about the conversation with Ms. Burt as it

1 pertains to Mr. Boyd's placement into Magnolia Place?

2 Answer: No.

3 So Ms. Fields, the lady at the hospital, doesn't even
4 recall having any specifics about this conversation with
5 the facility about Mr. Boyd's, apparently, giving
6 authority to his mom. She just believes that she probably
7 would have done that because that's what she does in every
8 case.

9 Now, here -- this is important, I think, as well.
10 Because later on in her deposition Ms. Fields, the same
11 lady at the hospital, goes on to say that even if she did
12 have that conversation with the facility, she would have
13 only told them that -- that Mr. Boyd's mom was his contact
14 person and not his agent. And this comes from Page 19 of
15 her deposition, Your Honor.

16 Question, starting on Line 19: Okay. And what did
17 you tell Ms. Burt, who's the lady at the facility, after
18 that conversation with Mr. Boyd?

19 Answer: As far as the mother would be the contact
20 person for him.

21 Question: Okay. Did you tell her that the mother
22 would be signing the admission paperwork on his behalf?

23 Answer: That is out of my scope. I tell them the
24 contact person and the facility takes it over from there.

25 So even if this conversation did happen between the

1 lady in the hospital and the lady at the facility, the
2 lady at the hospital has testified under oath, the most I
3 would have told them is that the mom is the contact
4 person. And they need to contact the mom and take it from
5 there.

6 Now, even with all that, Your Honor, let's assume
7 that Mr. Boyd did tell the lady at the hospital that his
8 mom was his agent and that the lady at the hospital did
9 pass that on to the facility. We still have another big
10 problem here. And that is that Your Honor, in your --
11 your previous order, has already found that there was no
12 merger between the admission agreement and the arbitration
13 agreement. You applied the Hodge and the Coleman
14 reasoning and said that the two documents did not merge.

15 So we're dealing with separate documents here. In
16 fact, the -- the language from your order is: "In the
17 present case, the documents present the hallmarks of
18 separateness stated in Coleman and Hodge." You go on to
19 find that, In light of this, the Court finds that the
20 admission agreement and the arbitration agreement did not
21 merge.

22 Now, that's important, Your Honor. Because that's
23 not the law of the case, that these two documents didn't
24 merge. The admission agreement and the arbitration
25 agreement are separate. In Thompson vs. Pruitt Corp,

1 which is 416 S.C. 43, the Court of Appeals held as
2 follows, "The authority conveyed by a principle to an
3 agent to handle finances or make healthcare decisions does
4 not encompass executing an agreement to resolve legal
5 claims by arbitration."

6 THE COURT: What's that cite again?

7 MR. POULIN: That is 416 S.C. 43. It's the Court of
8 Appeals. I'm sorry, Your Honor. I don't have the year in
9 front of me.

10 THE COURT: That's fine.

11 MR. POULIN: But it's 416 S.C. 43.

12 So the Court of Appeals there said that even if
13 there's authority, actual, or apparent, or whatever kind
14 of authority, for an agent to handle finances and make
15 healthcare decisions, that does not encompass the separate
16 step of executing an agreement to resolve legal claims by
17 arbitration.

18 So even if we concede that Mr. Boyd told the lady at
19 the hospital that his mom could execute the admission
20 agreement, and even if we concede that the lady at the
21 hospital passed that along to Magnolia, to the facility,
22 that authority alone does not extend to the arbitration
23 agreement, which was a separate document.

24 So we asked the lady at the hospital whether they had
25 ever even discussed the -- arbitration at all. And, of

1 course, it would seem to strain [phonetic] reality that
2 they would, that the lady at the hospital would be like,
3 okay, who's going to sign you into the -- into the nursing
4 home? And, oh, by the way, she's going to sign an
5 arbitration agreement for you. You know, that -- that
6 kind of strains logic.

7 But we asked her about it. The question was --
8 question -- this is on Page 18 of Ms. Fields deposition,
9 Line 23. Question: Do you recall if you asked Mr. Boyd
10 if his mother or anyone else could sign the arbitration
11 agreement on his behalf?

12 Answer: I do not.

13 Page 24, Line 12. Question: Okay. And during this
14 process, did you ever hear anybody mention any arbitration
15 agreement?

16 Answer: No.

17 So even if there was some authority conveyed from my
18 client to the lady at the hospital which was then conveyed
19 to the facility that he wanted his mother to handle his
20 admission to the nursing home, there was never any
21 discussion about arbitration. He had no knowledge that
22 the admission to the nursing home would even contain an
23 arbitration agreement until after the fact and until that
24 was already signed.

25 So for all these reasons -- Your Honor, I think that

1 there was no authority to begin with for those reasons.

2 THE COURT: How about for ratification?

3 MR. POULIN: So that brings us to ratification,
4 Judge. And, initially, I'm not entirely sure that
5 ratification is before the Court, based on Your Honor's
6 previous order. Your order said that in light of this
7 lack of record regarding the agency relationship in this
8 case, the Court will allow discovery on the issue of the
9 agency relationship between the Plaintiff and Wilda Boyd
10 at the time the arbitration agreement and admissions
11 agreement were signed and executed, which we -- that's
12 what we've been talking about. All of that happened prior
13 to the execution of the documents.

14 So, now, they -- they want to make a new argument.
15 They want to go beyond that. And they want to talk about
16 what happened afterward and whether there was -- there was
17 ratification by Mr. -- Mr. Boyd.

18 I will say, Your Honor, ratification and estoppel,
19 strictly speaking, are separate legal theories to some
20 extent. But when applied to the facts of this case and
21 the similar instances, estoppel and ratification are --
22 are kind of almost exactly the same legal analysis.
23 And -- and the Court has already found that there is no
24 estoppel here. And that's the law of the case.

25 But ratification is slightly different than estoppel.

1 They -- they are arguing for implied ratification.
2 There's two ways you can ratify. You can either come
3 right out and say, yes, this happened. In the business
4 sense a lot of times, people will, actually, sign a
5 ratification document.

6 They're arguing implied ratification. And they're --
7 they're saying that it was impliedly ratified only because
8 of Mr. Boyd's silence. In other words, that once he found
9 out about it, he was silent. That's their argument. It's
10 ratification through silence.

11 Unfortunately, for them, the case law seems to
12 suggest that mere silence enough is -- is not -- standing
13 alone enough necessarily to establish implied
14 ratification. There's got to be some act accompanying the
15 silence to indicate or suggest acceptance.

16 So, Your Honor, really, the key case I think on -- on
17 ratification is Stilt -- the Stiltner vs. USAA case, which
18 is 395 S.C. -- I think I probably typed this in wrong. I
19 have 395 S.C. 395. But I -- I think that's probably
20 incorrect. It's cited --

21 THE COURT: Stiltner, how do you spell it?

22 MR. POULIN: S-T-I-L-T-N-E-R.

23 THE COURT: All right.

24 MR. POULIN: versus USAA. And in that case, the
25 Court set forth three elements that a party asserting

1 ratification has to prove.

2 So the three elements for there to be ratification
3 is, one, acceptance by the principle of the benefits of
4 the agent's act. Two, the principle's full knowledge of
5 the facts. And, three, circumstances or an affirmative
6 election demonstrating the principle's intent to accept
7 the unauthorized arrangements.

8 So if we look at the first element, the first element
9 is did Mr. Boyd ratify the arbitration agreement by
10 accepting the benefits of that agreement? Well, Your
11 Honor, again, if the arbitration agreement and the
12 admission agreement are separate, Mr. Boyd didn't receive
13 any benefits from the arbitration agreement.

14 He may have received some benefits from the admission
15 agreement whereby he was admitted to the facility and
16 allowed to stay there, and whatnot. But the arbitration
17 agreement was separate from the admission agreement. And,
18 in fact, in your prior order, Your Honor already
19 acknowledged as much. You said, "Since the agreements did
20 not merge, it cannot be argued that the Plaintiff received
21 a benefit from the arbitration agreement." That's in your
22 prior order. And that's already the law of the case.

23 So even if Mr. Boyd did find out about the
24 arbitration agreement after the fact, he didn't -- he
25 didn't receive any benefit from it. And that fails the

1 first prong.

2 By the way, Your Honor, I believe the way I read the
3 Stiltner case, they have to prove all three prongs. It's
4 not just one of the three. They have to prove all three.
5 So I think that ends ratification right there.

6 But if we turn to the second element, which is that
7 the principle, in this case, Mr. Boyd, has full knowledge
8 of the facts, there's no evidence here that Mr. Boyd had
9 full knowledge of the facts.

10 Even if we assume that he knew that an admission
11 agreement had been signed as part of his admission, which
12 I think is a logical assumption, we have to assume that if
13 he's in a facility, he probably knows that somebody signed
14 something to get him in there.

15 But even if we assume that he knew an admission
16 agreement had been signed, there's no evidence that he,
17 also, knew an arbitration agreement had been signed or,
18 more specifically, that he understood the concept of
19 arbitration.

20 So, now, I want to turn to Ms. Burt's deposition
21 testimony. This is the lady at the facility. So she's
22 the admissions coordinator at the facility.

23 Ms. Burt's deposition on Page 28 starting on Line 16,
24 Question: Did you ever explain the admission agreement to
25 Mr. Boyd?

1 Answer: No.

2 Question: What about the consent to release, did you
3 explain that to Mr. Boyd?

4 Answer: No.

5 Question: What about the arbitration agreement, did
6 you explain that to Mr. Boyd?

7 Answer: No.

8 So the lady at the facility now has testified that
9 she never explained any of these documents to Mr. Boyd.
10 Now, she does say that after they were all signed, she put
11 them into a little packet and gave them to Mr. Boyd to
12 keep. So everything gets signed. She puts them all
13 together. She hands them to the patient to keep. She
14 does say that. He disputes that. He says that didn't
15 happen. But she says it did.

16 Even if that's true, Your Honor, under the case law,
17 I don't think that merely being provided with copies of
18 the documents and remaining silent about them establishes
19 ratification.

20 So if we look back at the Stiltner case, what that
21 Stiltner case was about is you've got this guy that has a
22 couple of cars that are titled in his name, Mr. Stiltner.
23 He gets married. He adds his wife to the policy. It's
24 a -- it's a USAA policy. She goes down there and she's
25 got authority -- actual authority from him to go

1 effectuate whatever needs to be done to put her on the
2 policy. But she doesn't have authority to make any
3 changes.

4 She goes down there, rejects UIM on the policy. Six
5 years go by. And then he gets in a wreck and realizes
6 there's no UIM on the policy. And he sues to reform the
7 policy to add UIM. USAA says, no, you ratified her
8 actions because you, literally, were getting -- you got a
9 debt page for six years that said you don't have UIM. You
10 got renewal notices for six years that came to your
11 address that you should have read that said you don't have
12 UIM.

13 And what the Court said is, "Mere silence or failure
14 of a principle to repudiate the unauthorized act of an
15 agent does not necessarily constitute a ratification,
16 unless the silence or acquiescence in question cannot be
17 explained on any other theory than that of ratification."

18 In the Stiltner case, they said that Stiltner
19 presented evidence that he did not understand the
20 difference between UM and UIM coverage. And that he was
21 unaware that his wife had reported to reject it on his
22 behalf, even though he had been receiving declaration
23 pages for six years.

24 So --

25 THE COURT: All right. And I've got your memo.

1 We've got to wrap -- we've got -- I think y'all have
2 15 minutes for you hearing.

3 MR. POULIN: I'm sorry, Your Honor. Could I touch on
4 the third --

5 THE COURT: Yeah, quickly.

6 MR. POULIN: -- just on the third prong very quickly?

7 Your Honor, so then the third prong is -- the third
8 prong is some actual step demonstrating the agent's
9 authority, or -- or whatever. So, again, if I own some
10 rental properties and somebody rents a property without
11 my -- without my saying that they can and then for the
12 next year I collect rent from the tenant, I can't come
13 back later and say, oh, no, you don't have a lease because
14 I never authorized that contract.

15 It -- it kind of ties in with element one. I'm
16 receiving a benefit from what's happening. I can't come
17 back later and say it didn't happen after I've received
18 the benefit. That's just not the case here, Your Honor.

19 Mr. Boyd received no benefit from the arbitration
20 agreement. That's already been found. And there's no
21 evidence that he even really knew or understood about the
22 arbitration agreement, such that silence is enough for
23 ratification. He didn't take any other act, other than
24 silence. And I don't think that's enough for
25 ratification, Your Honor.

1 Thank you very much.

2 THE COURT: And I -- and I do note there's no
3 deposition excerpts or anything that has been filed that's
4 showing up on the system.

5 MR. POULIN: Okay. Your Honor, I asked --
6 Mr. Feidler was supposed to file all four this morning --

7 THE COURT: And I don't want full depositions. I
8 mean, I'm going to take this under advisement. Y'all need
9 to send me relevant portions. Because I don't have -- I
10 mean, I'm not going to read the whole thing.

11 MR. POULIN: Understood.

12 THE COURT: All right. Brief response, Mr. Buckner.

13 MR. BUCKNER: Thank you, Your Honor.

14 I'll try to be as brief as possible. Your Honor has
15 some deposition excerpts and the affidavits.

16 THE COURT: Right. I have those that were cited
17 already.

18 MR. BUCKNER: And in fairness to --

19 THE COURT: The only thing filed this morning was a
20 motion to quash.

21 MR. BUCKNER: Yeah. And in fairness to Mr. Poulin,
22 this -- through no fault of Plaintiff's counsel or myself,
23 the court reporter had something personal come up. We
24 were supposed --

25 THE COURT: That's fine.

1 MR. BUCKNER: -- to get the deposition last week and
2 it just got there last night. So if Your Honor were
3 inclined to consider the cited testimony, I haven't even
4 had a chance to look at it. And I can tell you, I was
5 there, Mr. Poulin was not. The testimony about her being
6 a mere contact person was later clarified.

7 But here's what I want to touch on in brief reply.
8 First of all, the Thompson case and your orders previously
9 about merger have nothing to do with this case whatsoever.

10 Thompson, Hodge, all of those cases dealt with an
11 incapacitated person. And then the lawyer arguing for
12 arbitration said, we have an admission agreement. An
13 incapacitated person who's admitted to the nursing home is
14 admitted validly pursuant to the South Carolina Healthcare
15 Authority Act. Well, the Court says that legal authority
16 granted by a statute does not merely automatically extend
17 to arbitration rights.

18 We don't have an incapacitated person. We have a
19 person who by all accounts was competent. And that person
20 has the authority to appoint someone as an agent. And if
21 you ask someone who is competent and has that authority
22 who you do want to handle your admissions paperwork, not
23 just admission to the nursing home -- that's not what the
24 testimony was -- admissions paperwork, then that person
25 has a light -- a right to rely on and enter validly into

1 those contracts.

2 The idea -- because, remember, Your Honor, what's not
3 being talked about is there are eight other agreements
4 that were signed in this admissions paperwork by Ms. Boyd.
5 None of the other ones are in dispute. None of the other
6 ones are being argued to be invalid. It's just the
7 arbitration agreement.

8 And if you ask someone who should fill out the
9 admissions paperwork -- and the argument is they didn't
10 include the word arbitration so that's not valid authority
11 is ridiculous. You don't have to say, oh, by the way,
12 there's an arbitration agreement included in there, such
13 that you will have authority for everything else but that.
14 That is putting arbitration agreements on unequal footing
15 in violation of the United States Supreme Court precedent.

16 If someone says, who should fill out your admissions
17 paperwork, the contracts therein, and includes an
18 arbitration agreement, apparent agency applies equally as
19 it would to the litany of other documents that Ms. Boyd
20 signed and nobody has a problem with, including her son,
21 James.

22 Also, regarding, specifically, this idea -- because,
23 Your Honor, again, we have what's -- it's the
24 preponderance of the evidence. The idea that Ms. Fields
25 walked into a room, had a conversation with Ms. Boyd that

1 he says didn't happen -- she walked out of that room
2 convinced that his mother was the person with authority.
3 She called Ms. Burt. Ms. Burt remembers that conversation
4 very well regardless of -- of course, Ms. Fields doesn't
5 remember the exact details of it. Ms. Burt can testify to
6 exactly what she said.

7 And then based on that call -- this is undisputed
8 because Ms. Boyd and Mr. Boyd weren't there -- then called
9 directly to Ms. Wilda Boyd to deal with her. The idea
10 that this was all made up and concocted without James Boyd
11 knowing about it -- and the only thing Mr. Boyd has to do
12 to defeat this motion is say, no, it didn't happen. And
13 he's someone who, obviously, has some credibility issues.

14 And if Your Honor needs to have an evidentiary
15 hearing, again, we will welcome it, because those will
16 come up. But more is needed than just saying, no, that it
17 didn't happen. This is not an incident where we are
18 trying to bootstrap authority to the admissions agreement.
19 We have independent authority vis-à-vis common law agency.

20 That's all, Your Honor.

21 Thank you.

22 THE COURT: All right. Let me -- let me do this --
23 because I need to look at this. Because I have had two
24 arbitration claims in nursing homes just today. And if
25 y'all have some deposition excerpts -- like I said, not

1 the whole -- I mean, I -- you know, send whatever.

2 Is it -- is it a deposition of Ms. Fields? Is
3 that -- I mean, Ms. -- is that whose deposition you just
4 got?

5 MR. BUCKNER: Correct, Your Honor, Ms. Fields.

6 MR. POULIN: Yes, sir, Your Honor.

7 THE COURT: And I've got the other stuff that you
8 reference in affidavit. So any relevant portions of that.
9 I don't need any arguments or any additional legal, just
10 submit those in the next day or so.

11 MR. BUCKNER: Okay.

12 THE COURT: And then I'll take a look at all -- I'll
13 take a look at everything and let y'all know what I come
14 up with.

15 *****END OF TRANSCRIPT OF RECORD*****
16
17
18
19
20
21
22
23
24
25

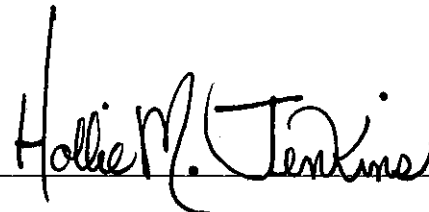
CERTIFICATE OF REPORTER

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

I, HOLLIE JENKINS, Official Court Reporter for the Thirteenth Judicial Circuit of the State of South Carolina, do hereby certify that the foregoing is a true, accurate, and complete Transcript of Record of the proceedings had and the evidence introduced in the captioned case, relative to appeal, in the Court of Common Pleas for Greenville County, South Carolina, on the 20th day of May, 2019.

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

March 3, 2022

A handwritten signature in cursive script, reading "Hollie M. Jenkins", is written over a horizontal line.

Hollie M. Jenkins, Court Reporter

Deposition of James Boyd, Jr.

IN THE COURT OF COMMON PLEAS
THIRTEENTH JUDICIAL CIRCUIT
STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

JAMES BOYD, JR.,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	Case No.
	)	2018-CP-23-01934
	)	
THI OF SOUTH CAROLINA	)	
AT MAGNOLIA PLACE AT	)	
GREENVILLE, LLC;	)	
FUNDAMENTAL CLINICAL	)	
AND OPERATIONAL	)	
SERVICES, LLC;	)	
FUNDAMENTAL	)	
ADMINISTRATIVE	)	
SERVICES, LLC,	)	
	)	
Defendants.	)	

DEPOSITION OF JAMES BOYD, JR., produced,
sworn and examined on the 19th day of October, 2018,
between the hours of 2:45 p.m. and 3:36 p.m., at the
Anastopoulo Law Firm, 418 River Street, Greenville,
South Carolina, 29601, before Mindy Vislay, a Notary
Public within and for the State of South Carolina, in
a certain cause now pending in the Court of Common
Pleas, Thirteenth Judicial Circuit, in the County of
Greenville, State of South Carolina, wherein JAMES
BOYD, JR., is Plaintiff and THI OF SOUTH CAROLINA AT
MAGNOLIA PLACE AT GREENVILLE, LLC; FUNDAMENTAL
CLINICAL AND OPERATIONAL SERVICES, LLC; FUNDAMENTAL
ADMINISTRATIVE SERVICES, LLC, are Defendants.

A P P E A R A N C E S

For the Plaintiff:

Anastopoulo Law Firm
By: Stefan B. Feidler
32 Ann Street
Charleston, South Carolina 29403
843-614-8888
stefan@akimlawfirm.com

For the Defendants:

Young, Clement, Rivers, LLP
By: Perry M. Buckner, IV
25 Calhoun Street
Suite 400
Charleston, South Carolina 29401
843-720-5406
pbuckner@ycrlaw.com

Also present: Wilda Boyd

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

INDEX

QUESTIONS BY:

PAGE NO.

MR. BUCKNER
MR. FEIDLER4
42

EXHIBITS

DEFENDANT'S

DESCRIPTION

PAGE MKD.

EXHIBIT 1

ADMISSION AGREEMENT - SOUTH
CAROLINA

34

EXHIBIT 2

FACILITY-RESIDENT/REPRESENTATIVE
ARBITRATION AGREEMENT

36

(Original exhibits were retained by the court
reporter and will be copied and attached to copies of
the transcript.)

1 IT IS HEREBY STIPULATED AND AGREED, by and
2 between counsel for the Plaintiff and counsel for the
3 Defendants that this deposition may be taken in
4 shorthand by Mindy Vislay, a Notary Public, and
5 afterwards transcribed into typewriting; and the
6 signature of the witness is expressly waived.

7 * * * * *

8 JAMES BOYD, JR.,
9 of lawful age, produced, sworn and examined on behalf
10 of the Defendants, deposes and says:

11 DIRECT EXAMINATION

12 QUESTIONS BY MR. BUCKNER:

13 Q. Mr. Boyd, my name is Perry Buckner. We
14 just met briefly for the first time off the record,
15 and I am here today to ask you some questions about
16 your admission to a healthcare facility that I
17 represent in Greenville, South Carolina. Is that your
18 understanding as well?

19 A. Yes, sir.

20 Q. The rules of civil procedure in South
21 Carolina require me to go over some things with you
22 before we get started. Some sort of background kind
23 of stuff.

24 Have you ever given a deposition like you're doing
25 here today before?

1 A. Yes, I have.

2 Q. Okay. When did you do that?

3 A. When was that? The last time we came up
4 here, I think.

5 MR. FEIDLER: Mediation, I think.

6 MR. BUCKNER: Motor vehicle?

7 MR. FEIDLER: Mediation.

8 MR. BUCKNER: I gotcha. With Tom
9 Stevenson? Okay.

10 QUESTIONS BY MR. BUCKNER:

11 Q. Let me ask you the question a different
12 way. Have you ever been in a room where you were
13 under oath like you are now giving testimony?

14 A. No.

15 Q. Well, I'll be asking you questions, and
16 you'll have to give a verbal answer to my questions.
17 It will be pretty much like a conversation. The one
18 thing you need to be mindful of is to give -- it's
19 very common in ordinary conversation to go uh-huh and
20 uh-uh. I do that, too. But because she has a job to
21 take down everything we say, try to say yes, no and
22 all that kind of stuff.

23 If you want a break at any time you're entitled to
24 it. As long as I'm not in the middle of a question or
25 you're, like, in the middle of an answer you can take

1 a break and I'll accommodate you.

2 A. Okay.

3 Q. Also, if you don't understand a question
4 that I ask you, you can ask me to rephrase it, and I
5 will. I'm usually pretty slow and deliberate, but I'm
6 guilty of asking a confusing question all the time.
7 So just ask me and I'll clarify it.

8 Now that you've been sworn in, however, you cannot
9 talk with your lawyer about this case. You can talk
10 with him about anything else in the world you want to,
11 but you can't talk about the case with anybody now
12 that you're under oath.

13 Does that sound fair?

14 A. Yes.

15 Q. There you go. That's a good example of
16 what I was talking about. It is very normal to head
17 nod and say uh-huh, but you can't do that today.

18 A. Okay.

19 Q. And I'll try to help you along the way.
20 Also, if you answer a question that I ask you, I'm
21 going to assume, unless you've asked me to clarify,
22 that you understood my question. Is that fair?

23 A. Yes, sir.

24 Q. And I'm also going to assume that the
25 answers you give here today under oath will be the

1 same that you'll give if called to testify in court in
2 front of a judge. Is that fair?

3 A. Yes, sir.

4 Q. Okay. Tell me what your full name is,
5 please.

6 A. My full name is James Calvin Boyd, Jr.

7 Q. And when were you born?

8 A. [REDACTED].

9 Q. Okay. And where do you currently live?

10 A. [REDACTED]
11 [REDACTED].

12 Q. Is that in Newberry County?

13 A. Yes, sir.

14 Q. All right.

15 A. Oh, no. Lexington County. Lexington
16 County.

17 Q. Is part of Little Mountain in Newberry
18 County?

19 A. Part of Little Mountain is, but we live in
20 the Lexington County part of it.

21 Q. Do you ever go eat at Wise Bar-B-Q?

22 A. Cannons BBQ you mean?

23 Q. No. Wise is in --

24 MR. FEIDLER: Newberry.

25 MR. BUCKNER: Yeah. Do you know where --

1 it's good. It's only open like two days a week,
2 though.

3 QUESTIONS BY MR. BUCKNER:

4 Q. And were you born in Newberry County -- or
5 Lexington County?

6 A. Yes. Lexington.

7 Q. Where are you originally from, Little
8 Mountain?

9 A. I'm originally from Chapin.

10 Q. Okay. Near the lake?

11 A. No. I ain't too far from the lake, though.

12 Q. When did you leave Chapin and move to
13 Little Mountain?

14 A. Ten, 15 years ago. Something like that.

15 Q. And it's my understanding, and you correct
16 me if I'm wrong, that what led to your admission to
17 the nursing home was a motor vehicle accident?

18 A. Yes.

19 Q. Were you a pedestrian and were hit by a
20 motor vehicle?

21 A. Yes.

22 Q. And when did that occur?

23 A. June 16th, 2000 -- June 16th, 2000 -- I
24 mean June 3rd, 2016.

25 Q. Okay.

1 A. June 3rd.

2 Q. It's my understanding that you suffered
3 some injuries as a result of that, right?

4 A. Yes.

5 Q. And what happened to you?

6 A. Well, I was riding my bike, and I woke up
7 the next day and I was in the hospital, and I couldn't
8 move. And they told me I was paralyzed at first, but
9 then the nurse came to give me a bath, and I told her
10 I could feel it. And she's like, you can feel all
11 this? And I was like, yes. So she went back and told
12 the doctor, and he came back and told me that, well,
13 maybe I can -- I probably won't be able to walk like I
14 used to or whatever, but I can get some of my
15 functions back, it's just up to me and the Lord, I
16 guess.

17 Q. So you never suffered any -- and I use the
18 term because it's in the medical chart. You never had
19 any cognitive deficit, like you never lost any ability
20 to think or -- like that?

21 A. No.

22 Q. And that remains true today --

23 A. Yeah.

24 Q. -- from a mental standpoint you're still
25 the same baseline as it was before the accident?

1 A. Yes.

2 Q. Okay. And that would have been true when
3 you were admitted to the nursing home however many
4 weeks after this incident, right?

5 A. Yes.

6 Q. All right. Well, first, I'm thankful that
7 you're okay. I understand that we're not on the same
8 side of this lawsuit, but I've got a job to do,
9 obviously. I don't wish, you know, poorly of anyone.
10 I'm glad that things have at least improved from the
11 initial diagnosis or prognosis. So, that's good.

12 How long were you hospitalized after the accident?

13 A. A month.

14 Q. Okay. And the paperwork that I have shows
15 that you were admitted to Magnolia Manor of Greenville
16 on or around June 30th, 2016. Does that sound right?

17 A. June the 30th you said?

18 Q. That's what I have.

19 A. Somewhere up in there. June, July.
20 Somewhere up in there.

21 Q. Now, I see you, for the record, looking
22 over at your mother, which, again, is something normal
23 that you would do in conversation, but for purposes of
24 this conversation you can't do that.

25 A. All right.

1 Q. You can't look to someone else for an
2 answer. And I'm not trying to jump on you. I know
3 I'm asking fairly background stuff, but try not to do
4 that. For the record, Miss Wilda was not being
5 suggestive or anything untoward going on. I just want
6 it to be clear. And I know why you're doing it,
7 because you're just trying to look to her to see if
8 she remembers.

9 A. The reason I did that is because I wasn't
10 quite sure if it was in June or July, but it was in
11 that time frame. I was in the hospital at least about
12 a month.

13 Q. And as a result of the incident that
14 happened in early June of 2016 where you were struck
15 as a pedestrian did you lose some function with your
16 hands?

17 A. Did I lose some function with my hands? I
18 couldn't do nothing at first.

19 Q. Okay. And just so I know, because we
20 obviously did not know each other before that, before
21 June of 2016 when this incident occurred, did you have
22 any disabilities or health issues?

23 A. Before my accident? No.

24 Q. Okay. And what exactly -- after the
25 accident you underwent -- I assume suffered some

1 fractures?

2 A. Yeah.

3 Q. Tell me basically what the doctors told
4 you, after they figured out that you were not
5 paralyzed, what you actually suffered injury-wise.

6 A. I think it's C4 and C5, my spinal injury.

7 Q. What else?

8 A. That was pretty much it. They said that
9 the surgery was good and it was just left up to me and
10 how much therapy they give me or whatever I can do.

11 Q. So you had a fracture of those two
12 vertebrae, correct?

13 A. Uh-huh. Yes, sir. Yes, sir.

14 Q. You didn't have any broken legs or broken
15 arms?

16 A. No.

17 Q. And the surgery that you referenced was
18 solely to repair the fractured vertebrae, correct?

19 A. Yes.

20 Q. How was it that you came to be admitted to
21 Magnolia Manor of Greenville?

22 A. Well, they assigned me a caseworker while I
23 was at Richland Memorial, and they were trying to find
24 a nursing home for me to go in because I had the
25 spinal injury, and she was looking into a nursing home

1 that specified into the spinal injuries, and she came
2 up with Magnolia Place in Greenville.

3 Q. I'm sorry. I've been saying Magnolia Manor
4 of Greenville. What I meant is Magnolia Place --

5 A. Place. Yeah.

6 Q. -- of Greenville. There are two Magnolias
7 in Greenville, and I'm referring to Magnolia Place
8 when I said Magnolia Manor.

9 A. Well, I gotcha.

10 Q. And did you have a conversation with the
11 caseworker about Magnolia Place other than what you've
12 already described?

13 A. No.

14 Q. Okay. And at that time you were able to
15 make your own decisions, correct?

16 A. Yes.

17 Q. You didn't have a power of attorney or
18 conservator or guardian or anything like that,
19 correct?

20 A. No.

21 Q. All right. And you could make your needs
22 known?

23 A. Yes.

24 Q. And your mother, it's my understanding, was
25 assisting you with some matters, correct?

1 A. Yes.

2 Q. And obviously this was a life changing
3 injury. Is that fair?

4 A. Yes.

5 Q. And it was a traumatic time for you?

6 A. Yes.

7 Q. Okay. And did it cause stress on you and
8 your family?

9 A. Yes.

10 Q. Does it still today?

11 A. Yes.

12 Q. And because of that stress and that
13 pressure did it make sense to you at the time to have
14 your mother help you with certain matters pertaining
15 to the admission to the nursing home?

16 MR. FEIDLER: Objection. You can answer.

17 QUESTIONS BY MR. BUCKNER:

18 Q. There are going to be times today where
19 your lawyer objects to the form of the question. As
20 long as he doesn't instruct you not to answer you
21 still have to answer. And I know, again, it's one of
22 these things if someone talks over you in normal
23 conversation you would stop, but answer as if he did
24 not.

25 A. What was the question?

1 Q. I'm going to rephrase it for you. In light
2 of the stress and the pressure that was put on your
3 family by this injury did it appear appropriate for
4 you at the time in 2016 to allow your mother to take
5 care of certain matters regarding your admission to
6 the nursing home?

7 MR. FEIDLER: Same objection. You can
8 answer.

9 THE WITNESS: I have to answer?

10 QUESTIONS BY MR. BUCKNER:

11 Q. You do.

12 A. Okay. During that time? Yeah, I believe
13 my mom, it would have been appropriate for her to help
14 me in certain things. Certain things.

15 Q. Would one of those things have been getting
16 you admitted to Magnolia Place of Greenville?

17 A. I don't know about that, because the
18 caseworker was handling all that.

19 Q. You're talking about the Richland Memorial
20 caseworker?

21 A. Yes, sir.

22 Q. But, obviously, discharging from Richland
23 Memorial and going to Magnolia Place requires
24 paperwork and things of that nature to be
25 accomplished, right?

1 A. Uh-huh.

2 Q. And was your mother someone who was
3 delegated to take care of those items?

4 A. Not really. No.

5 Q. Okay. When you were admitted to Magnolia
6 Place of Greenville do you recall meeting with an
7 individual by the name of Leola Burt?

8 A. No, I don't.

9 Q. You don't remember Ms. Burt at all?

10 A. No, I don't.

11 Q. Do you remember someone by the first name
12 of Coco?

13 A. I do remember Coco.

14 Q. Coco and Leola are the same person.

15 A. Okay. Well, if they are the same person
16 then I know Coco.

17 Q. And you met Coco Burt at Magnolia Place?

18 A. Yeah, I have.

19 Q. And what is it that you know about
20 Ms. Burt?

21 A. Not a whole lot really, just that I think
22 she worked at like an intake or something like that,
23 but other than that I don't really know nothing about
24 her.

25 Q. When you say intake you mean admissions?

1 A. Yeah. Admissions.

2 Q. So you saw her during the admissions
3 process?

4 A. Not my admission process I didn't.

5 Q. Well, then how is it that you came to know
6 her and that she did admissions?

7 A. When I was in there. I mean, whenever I
8 was in there, I mean, she would come around sometimes
9 to people's rooms and say how are you doing and talk
10 to us.

11 Q. Did you ever meet her during the admissions
12 process?

13 A. Not that I recall.

14 Q. If Ms. Burt would testify that she did meet
15 you during the admission process would you assert that
16 she would be lying?

17 A. I would say yes because I don't remember
18 anything about --

19 Q. Well, I understand you may not remember,
20 and that's fair. It's been more than two-and-a-half
21 years.

22 A. Yeah, but --

23 Q. I'm asking if not only do you not remember,
24 but are you suggesting that you in fact did not meet
25 with her during the admissions process, or,

1 alternatively, you don't know?

2 A. I don't know.

3 Q. So it's fair to say that if Ms. Burt
4 testified that she recalls that, you wouldn't have any
5 memory or evidence --

6 A. No.

7 Q. -- to say that was false?

8 A. Let me rephrase that. Because I want to
9 get this right. When I got to Magnolia Place I didn't
10 talk to anybody about my admission. Nobody came to me
11 and asked me anything about my admission. All I knew
12 was I was there. And my caseworker handled all the
13 paperwork. Whatever happened in between, they never
14 came and asked me anything.

15 Q. When you say caseworker, at Richland
16 Memorial?

17 A. Uh-huh.

18 Q. Now, a Richland Memorial caseworker, they
19 can't sign you into a nursing home. You understand
20 that?

21 A. I know they can't sign me into a nursing
22 home. I don't know how that came to happen, but it
23 did. All I knew is that they came to my room and
24 shipped me from Richland Memorial to Greenville.

25 Q. Okay. And I've got -- and we can mark this

1 in a little bit -- both your admissions agreement,
2 arbitration agreement and the more general business
3 file that has to do with your admission to Magnolia
4 Place of Greenville, and I'll represent to you, and I
5 think you'll agree, that there's no document in there
6 that's signed by any Richland Memorial caseworker --

7 A. Okay. That's fine.

8 Q. -- correct?

9 A. That's correct, I guess.

10 Q. All right. You don't recall -- there was
11 no caseworker from Richland Memorial that was present
12 at Magnolia Place of Greenville?

13 A. No.

14 Q. And, so, when you said that they handled
15 your admission, you mean they made arrangements for
16 you to get there?

17 A. I guess.

18 Q. Okay. Now, I assume that throughout all of
19 this your mother has been someone who you trusted to
20 assist you, correct?

21 A. Yes.

22 Q. And that your mother is someone who has
23 effectuated and ensured that your wishes and desires
24 are met, correct?

25 MR. FEIDLER: Objection. You can answer.

1 THE WITNESS: I can't answer that.

2 QUESTIONS BY MR. BUCKNER:

3 Q. Why not? Are you not answering it because
4 he's objecting?

5 A. No. I can't answer that because I don't
6 know the whole facts behind what her motivation was
7 for doing it. All I know is she loves me and she's my
8 son -- I'm her son, and that's it.

9 Q. And she has no ill will toward you,
10 correct?

11 A. No.

12 Q. And she would never do something against
13 your will, correct?

14 A. No.

15 Q. Okay. And did you object to being admitted
16 to Magnolia Place at any time yourself?

17 A. No. Because I was under the impression
18 that it was one of the best spinal injury nursing
19 homes in the state.

20 Q. And did you ever tell your mother or
21 anybody at Magnolia Place of Greenville that you did
22 not want to be there?

23 A. Yes. I told my mom I didn't want to be
24 there, and I also told a couple nurses,
25 administration. Josh. I forgot his last name. A

1 couple guys.

2 Q. I told you I was going to mess up some
3 questions. That was a poor question. Did you ever
4 tell anyone that before you were admitted to Magnolia
5 Place?

6 A. No.

7 Q. Do you remember what time of day it was
8 when you arrived at Magnolia Place in Greenville?

9 A. I want to say it was in the evening.
10 That's what I want to say, that it was sometime around
11 four or five, if I'm not mistaken.

12 Q. And what kind of medications were you on at
13 that time?

14 A. None that I know of. I mean, except for
15 what the doctors gave me when I was at Richland
16 Memorial, but I wasn't --

17 Q. I would imagine three or four weeks after a
18 significant spinal fracture you were on some type of
19 medication, sir.

20 MR. FEIDLER: Objection. You can answer
21 if --

22 QUESTIONS BY MR. BUCKNER:

23 Q. Is that the case?

24 A. Yeah. I had to be on something.

25 Q. Do you remember what you were on?

1 A. No. It had to be pain pills, though. Some
2 kind of pain pills. Something to keep my pain down.
3 But, to my knowledge, I don't recall them giving me
4 any medication, but I'm assuming that they had to, but
5 I don't remember them giving me medication.

6 Q. And just a couple things. I should have
7 asked you this in the beginning. Are you under any
8 medications today?

9 A. No.

10 Q. You're not on anything --

11 A. I mean yeah. I'm on my medication that my
12 family doctor put me on and some medication that
13 Magnolia had put me on.

14 Q. And what is that?

15 A. Baclofen. Tramadol. What else? I don't
16 know the rest of them. It's just quite a few.

17 Q. Any of those medications that you're
18 currently taking, would they affect your ability to
19 give accurate testimony today?

20 A. No.

21 Q. What is your sister's full name?

22 A. Jackie Annette Boyd.

23 Q. And what was her involvement, if any, with
24 your admission to Magnolia Place of Greenville?

25 A. Repeat the question.

1 Q. What was her involvement, if any, with your
2 admission process to Magnolia Place of Greenville?

3 A. None that I know of.

4 Q. Okay. Do you recall her being present the
5 day you were admitted?

6 A. No.

7 Q. And I want to going back to what you said
8 earlier. First you said you did not remember, but --
9 well, hold on. Let me finish my question. You said
10 you did not remember, and then later maybe amended
11 that somewhat possibly, but you have no recollection
12 of speaking with Leola "Coco" Burt on June 30th, 2016,
13 whatsoever?

14 A. On June what, 30th?

15 Q. Of 2016. The day you admitted to Magnolia
16 Place.

17 A. I have no recollection of that.

18 Q. Okay. Now, are you testifying under oath
19 that you in fact did not speak with her on June 30th,
20 2016, or is it just simply that you do not recall?

21 A. June 30th. I don't recall. I really
22 don't.

23 Q. And do you remember what room number you
24 were assigned to initially upon admission to Magnolia
25 Place?

1 A. Oh, my God. I've been in three different
2 rooms in that place. I started in -- I want to say I
3 was on the -- I want to say I was on blue wing, room
4 13 or something like that. I want to say that. I'm
5 not sure that's the right --

6 Q. You said blue wing?

7 A. I was on the blue hall.

8 Q. Room 113?

9 A. No. Just 13.

10 Q. I'm sorry. And if I walk in the front door
11 at Magnolia Place do I take a left?

12 A. You take a right.

13 Q. Okay. I take a right. And then how far do
14 I go down that hallway?

15 A. You go down that hall maybe -- probably
16 four doors down on the left and you're probably in my
17 room.

18 Q. And when you arrived at Magnolia Place of
19 Greenville on June 30th, 2016, was your mother or
20 sister present that day with you?

21 A. No.

22 Q. Were you transported by EMS to get there,
23 an ambulance?

24 A. Yes.

25 Q. And did anyone ride in the ambulance with

1 you besides the --

2 A. No.

3 Q. -- paramedic? Okay. That's another thing.
4 I'm not jumping on you, but let me finish my question.
5 You're a sharp enough guy to see where I'm going, and
6 it's very natural in conversation to jump ahead. We
7 would do it if we weren't on the record. But make
8 sure you let me finish my question before you answer,
9 again, for the purpose of building a record.

10 My understanding from your testimony is that no
11 one else was in the EMS besides the paramedic and
12 yourself; is that correct?

13 A. Yes.

14 Q. Did your mom and sister come to the
15 facility later that day, or you don't recall?

16 A. No.

17 Q. Okay. When you were admitted -- and you
18 had told me earlier that you presumedly blacked out or
19 have no memory of the incident that occurred in early
20 June of 2016, but you woke up the next day at the
21 hospital, correct?

22 A. Yes.

23 Q. And you were in the hospital for the better
24 part of a month after that, correct?

25 A. Yes.

1 Q. And at times when you were in the hospital,
2 including, you know, during those three to four weeks
3 and at discharge, I presume that paperwork had to be
4 completed at Richland Memorial, too, correct?

5 A. Repeat that question again.

6 Q. Yeah. When you were at Richland Memorial
7 for a month, and I know you obviously didn't, you
8 know, execute or sign any paperwork upon admission
9 because it sounds like you were not conscious,
10 however, I'm wondering if at any time while you were
11 there, you know, during your stay at Richland Memorial
12 up until when you were discharged to Magnolia Place of
13 Greenville, do you remember signing anything while you
14 were there?

15 A. I didn't sign anything while I was there.

16 Q. Do you recall your mother or your sister
17 signing anything on your behalf?

18 A. No.

19 Q. Do you believe that more likely than not
20 something was signed on your behalf by your mother?

21 A. I don't know.

22 Q. Did you ever communicate to anybody at
23 Richland Memorial, whether it be admission staff there
24 or a nurse or a physician, that your mother was in
25 charge of paperwork?

1 A. No.

2 Q. Okay. You don't recall or your answer is
3 no?

4 MR. FEIDLER: Objection. Asked and
5 answered.

6 THE WITNESS: No.

7 QUESTIONS BY MR. BUCKNER:

8 Q. You're saying that on any day you were at
9 Richland Memorial a statement like that never
10 happened?

11 MR. FEIDLER: Objection. Asked and
12 answered.

13 THE WITNESS: What was the question again?

14 QUESTIONS BY MR. BUCKNER:

15 Q. Sure. On any day that you were at Richland
16 Memorial you're testifying under oath that you never
17 told a staff member at Richland Memorial that your
18 mother was in charge of completing paperwork for you?

19 MR. FEIDLER: Objection. Asked and
20 answered. You can answer.

21 THE WITNESS: No, not that I can recall.
22 No.

23 QUESTIONS BY MR. BUCKNER:

24 Q. And your attorney's objecting, but that's
25 what I'm trying to pin down. I understand what you've

1 said so far, but what I want to know is that you're
2 telling me you don't recall or you're telling me that
3 you're 100 percent sure that that didn't happen?

4 MR. FEIDLER: Objection.

5 THE WITNESS: Nobody came and asked me do I
6 want my mom to sign anything or something like that?

7 QUESTIONS BY MR. BUCKNER:

8 Q. Well, not just that. I mean, obviously you
9 would agree with me that there was paperwork completed
10 for you to be admitted to Richland Memorial, right?

11 A. There had to be some kind of paperwork for
12 me to be there.

13 Q. Yeah. And you didn't do that paperwork?
14 We've already discussed that.

15 A. No.

16 Q. And do you presume that your mother did
17 that paperwork?

18 A. I presume she did.

19 Q. All right. And you didn't tell anybody at
20 Richland Memorial that she shouldn't have done that,
21 that was without my permission and I want to talk to
22 you guys about that, did you?

23 MR. FEIDLER: Objection.

24 THE WITNESS: Well, first of all, no one at
25 Richland Memorial hospital came and asked me or

1 explained to me about any kind of paperwork that she
2 may have been getting or that she may have signed. No
3 one ever came to me and said, well, this is what
4 you -- you or your mom need to sign this, this is what
5 it's for, this is what -- blah blah blah. Nobody ever
6 did that not once.

7 QUESTIONS BY MR. BUCKNER:

8 Q. Do you believe that -- and I think I'm
9 correct in saying that your mother's name is Wilda?

10 A. Uh-huh.

11 MR. BUCKNER: My grandmother's name is
12 Wilda.

13 MS. BOYD: Really?

14 QUESTIONS BY MR. BUCKNER:

15 Q. Did your mother Wilda Boyd have authority
16 to at least enter you and admit you to a nursing home
17 like Magnolia Place?

18 MR. FEIDLER: Objection.

19 THE WITNESS: Did she have authority?

20 QUESTIONS BY MR. BUCKNER:

21 Q. Yes, sir. Just to admit you.

22 MR. FEIDLER: Same objection. You can
23 answer.

24 THE WITNESS: I'm trying to get this right.
25 Did she have the authority to -- yeah.

1 QUESTIONS BY MR. BUCKNER:

2 Q. And did she have authority to execute all
3 paperwork necessary to admit you to the nursing home?

4 A. No.

5 Q. Okay. And what was it -- you told me she
6 had authority to admit you. What was it that she
7 didn't have authority to do in your eyes?

8 A. In my eyes, I mean, she had authority to me
9 because she's my mother, but, in my eyes, anything
10 like any medical things that I needed, she didn't have
11 authority for none of that.

12 Q. And why is that?

13 A. Because I'm a grown man and I want to know
14 what I need for myself before I let anybody do
15 anything for me. I was fully conscious. I had all my
16 right mind. I didn't see any reason for anybody to
17 have authority over my body like that if I couldn't --
18 unless I couldn't do it myself.

19 Q. And so you believe that your mother did
20 this wrongfully when she executed medical paperwork on
21 your behalf that admitted you to Magnolia Place of
22 Greenville?

23 MR. FEIDLER: Objection.

24 THE WITNESS: Repeat the question.

25 QUESTIONS BY MR. BUCKNER:

1 Q. Do you think your mother was wrong to do
2 what she did when she executed certain admission
3 paperwork to admit you to Magnolia Place in
4 Greenville?

5 A. Yeah. Uh-huh.

6 Q. Did you ever tell any staff member at
7 Magnolia Place of Greenville what you just said to my
8 previous question about how you wanted to look at
9 everything?

10 A. No. Because nobody ever came and asked me
11 about any papers, so I can't -- I mean, not to my
12 knowledge.

13 Q. Okay. I just want to make sure that --
14 because this is the only time I get to talk to you
15 about this whole deal. Right? Well, when I say whole
16 deal, I mean the arbitration issue. But you're not
17 testifying that there was a time that you looked at a
18 staff member at Magnolia Place and said I just want
19 you to know that my mother shouldn't be handling
20 admission paperwork, it should be me? You don't
21 remember anything like that? I understand you feel
22 that way now, but you didn't say that to any staff
23 member at Magnolia Place?

24 A. No.

25 Q. Okay. Tell me just generally -- I mean,

1 I'm with you here today, and I'm obviously observing
2 you, and I can imagine what kind of condition you were
3 in right after this accident happened, and I'm sure it
4 was rough.

5 A. It was.

6 Q. When you were admitted to Magnolia Place
7 what kind of shape were you in? Were you alert and
8 oriented?

9 A. Yes.

10 Q. All right. And you could hold a
11 conversation, correct?

12 A. Yes.

13 Q. And if you made a statement to a staff
14 member at Magnolia Place they could rely on it, right?

15 A. Yes.

16 Q. And they wouldn't -- you know, when they
17 were engaged with you -- and when I say they, I mean
18 that hypothetical staff member at Magnolia Place.
19 They wouldn't have any reason to suspect that you
20 weren't sound of mind or anything like that?

21 A. They had no reason to think that I wasn't
22 sane or whatever you want to call it. I had all my
23 senses.

24 Q. All right.

25 MR. BUCKNER: Can we go off the record real

1 quick?

2 MR. FEIDLER: Yeah.

3 (A short recess was taken.)

4 QUESTIONS BY MR. BUCKNER:

5 Q. Now, Mr. Boyd, you don't have any reason to
6 believe that your mother would have misled Magnolia
7 Place's staff, do you?

8 A. No.

9 Q. All right. And if she, you know, made
10 representations that she was authorized to admit you
11 and execute certain paperwork, you're not testifying
12 that she was misleading the staff, are you?

13 A. Repeat the question --

14 Q. If she --

15 A. -- in a different way.

16 Q. Yes. If your mother made representations
17 about her authority to Magnolia Place's staff, you
18 don't believe that she was misleading them, do you?

19 A. In what way? Like what? I mean --

20 Q. Well, misleading them about the nature of
21 her authority to execute the paperwork.

22 A. Do I think she was misleading them?

23 Q. Yes, sir.

24 A. No.

25 Q. Okay.

1 MR. BUCKNER: And let's go ahead and mark
2 this as Exhibit 1.

3 (Defendant's Exhibit No. 1 was then marked
4 for identification by the reporter.)

5 QUESTIONS BY MR. BUCKNER:

6 Q. What Madam Court Reporter is marking as
7 Exhibit 1 is an admission agreement pertaining to your
8 admission on June 30th, 2016, to Magnolia Place of
9 Greenville. And have you ever seen this agreement
10 before?

11 A. No.

12 Q. Even in preparing for today's deposition
13 you didn't see that agreement?

14 A. No.

15 Q. What did you do to prepare for today's
16 deposition?

17 MR. FEIDLER: I'll object to --

18 THE WITNESS: Nothing.

19 MR. FEIDLER: -- the extent it gets into
20 attorney/client privilege.

21 MR. BUCKNER: Fair enough.

22 QUESTIONS BY MR. BUCKNER:

23 Q. I don't want to know what you talked about
24 with Mr. Feidler, but if you looked at any document --

25 A. No, I ain't seen any documents.

1 Q. Did you talk with Mr. Feidler in
2 preparation for today?

3 A. No.

4 Q. You haven't had any conversation with him
5 about this case -- excuse me -- about this deposition?

6 MR. FEIDLER: I'm Mr. Feidler.

7 THE WITNESS: Who?

8 MR. FEIDLER: I'm Mr. Feidler.

9 THE WITNESS: Oh, yeah.

10 QUESTIONS BY MR. BUCKNER:

11 Q. You did talk with him?

12 A. Yeah.

13 MR. FEIDLER: We're on a first name basis.

14 QUESTIONS BY MR. BUCKNER:

15 Q. And if you go to the last page, page 12 --
16 and I'm trying to be quick so that we can move
17 along -- that is your mother's signature, correct?

18 A. I wouldn't know. I mean --

19 Q. You're not suggesting that it's not hers?

20 A. Again, I'm gonna say again I wouldn't know
21 because I --

22 Q. Yeah. And that's fine. I just want to
23 make sure that you're not testifying that that is not
24 her signature.

25 A. No, I'm not testifying that it's not.

1 Q. You don't know one way or the other?

2 A. I don't know.

3 Q. Fair enough.

4 MR. BUCKNER: Let's mark this as Exhibit 2.

5 (Defendant's Exhibit No. 2 was then marked
6 for identification by the reporter.)

7 QUESTIONS BY MR. BUCKNER:

8 Q. Mr. Boyd, this is the arbitration
9 agreement. And the same question as the last
10 signature page that we talked about. Wilda Ann Boyd's
11 signature is at the bottom, which I have presumed is
12 the signature of your mother. Is that in fact her
13 signature, or you don't know one way or the other?

14 A. I don't know one way or the other.

15 Q. Fair enough. But, again, same question as
16 the last document, you are not testifying that that is
17 not her signature?

18 A. I'm not saying that it is, because I don't
19 know.

20 Q. Fair enough. Now, you testified earlier
21 that you did agree that your mother had authority to
22 admit you to the nursing home, but you took issue with
23 certain documents that -- you've taken issue currently
24 with certain documents that were executed on your
25 behalf. Can you tell me which documents, if any, your

1 mother did not have authority to sign on your behalf?

2 A. Really, she didn't have no authority to
3 sign any papers on my behalf because I never gave her
4 authority to sign any papers on my behalf.

5 Q. Okay. You and your mother never had any
6 conversation where you discussed her looking after you
7 and taking care of you and signing paperwork because
8 you weren't in the condition to do that kind of thing?

9 MR. FEIDLER: Objection. You can answer.

10 THE WITNESS: Say that -- repeat the
11 question.

12 QUESTIONS BY MR. BUCKNER:

13 Q. You and your mother Ms. Boyd who is at the
14 end of the table never had any conversation about her
15 taking care of things and doing paperwork on your
16 behalf and looking after you so that you didn't have
17 to do it because you'd had what I would imagine would
18 be a pretty traumatic accident?

19 MR. FEIDLER: Same objection.

20 THE WITNESS: What I do recall is my mom
21 saying to me that the people up there want her to come
22 sign some papers on my behalf, you know, but what
23 papers I don't know because they never explained to me
24 what she was gonna be signing or none of that.

25 QUESTIONS BY MR. BUCKNER:

1 Q. When you say up there, you're talking about
2 Magnolia Place?

3 A. Magnolia Place.

4 Q. When your mother said that, that she was
5 going to be signing some paperwork on your behalf, did
6 you say to your mother no, no, no, wait, wait, wait,
7 don't do that, I don't want you to sign that, and you
8 don't have authority, or anything like that?

9 A. No. I never knew what papers that was
10 being signed, whether it was admission papers to be
11 admitted to Magnolia Place or what. They never asked
12 me.

13 Q. Well, did you ask your mother to clarify?
14 What are you talking about, mom? Tell me what you
15 mean when you say that you have to sign some
16 paperwork. Did you ask her anything like that?

17 A. No. Because -- no.

18 Q. Okay. And, again, I want to make sure the
19 record's clear. When she informed you that she was
20 going to sign the admission paperwork for Magnolia
21 Place of Greenville on your behalf you did not tell
22 her not to do that?

23 A. I did not tell her not to do it. I didn't
24 tell her to do it. I didn't tell her not to do it.

25 Q. But she did say she was going to do it?

1 A. She said they wanted her to come sign some
2 papers. They never got back to me. She never came
3 back to me. Nobody never came back and said anything,
4 so I don't know if she signed any papers or not.

5 Q. And do you have any reason to believe that
6 your mother would sign something on your behalf that
7 wasn't in your best interest?

8 A. I don't think she would sign nothing that
9 wasn't in my best interest, no.

10 Q. At any time -- and I know that we've talked
11 about the conversation where she said -- do you
12 remember where you were, by the way, when that
13 conversation happened? Were you on the phone or in
14 person with your mom?

15 A. What conversation?

16 Q. The conversation where she said I'm going
17 to sign some admission papers.

18 A. I was in my room laying in my bed.

19 Q. At Magnolia Place?

20 A. At Magnolia Place.

21 Q. And she was on the phone?

22 A. Who was on the phone?

23 Q. Your mother.

24 A. No.

25 Q. She was there in person?

1 A. In person.

2 Q. Was Ms. Burt there?

3 A. Coco?

4 Q. Coco. I'm sorry.

5 A. I'm not sure if she was there that day or
6 not.

7 Q. Okay.

8 A. I'm not sure if she was there that day or
9 not.

10 Q. And is that day more likely than not that
11 we're talking about the day you were admitted since
12 we're talking about admission paperwork?

13 A. Not the day I was admitted. It was
14 probably a day or two later or something like that
15 when she finally got a chance to come up there.

16 Q. At any time after whenever that
17 conversation with your mother took place about the
18 admission paperwork did you and your mother have a
19 conversation about what had been signed?

20 A. No.

21 Q. Okay. Did you ever have any conversation
22 with Coco about what had been signed?

23 A. No.

24 Q. And, again, I'm talking about after the
25 fact.

1 A. Yeah.

2 Q. You don't remember or you didn't have one,
3 a conversation with Coco after your mother had signed
4 the paperwork?

5 MR. FEIDLER: Objection. Asked and
6 answered.

7 THE WITNESS: Repeat the question.

8 QUESTIONS BY MR. BUCKNER:

9 Q. Yeah. Are you testifying that you don't
10 remember a conversation with Coco after the admission
11 paperwork was executed or are you testifying that a
12 conversation with Coco after the admission paperwork
13 did not happen?

14 MR. FEIDLER: Same objection.

15 THE WITNESS: I can't answer that question
16 because I don't know when the paper was signed, and I
17 never talked to Coco about any papers that --

18 QUESTIONS BY MR. BUCKNER:

19 Q. After?

20 A. After. I never talked to Coco about any
21 paper pertaining to me being at Magnolia Place.

22 Q. Afterward?

23 A. After I got there.

24 Q. Okay.

25 MR. BUCKNER: Can we go off the record?

1 (A short recess was taken.)

2 QUESTIONS BY MR. BUCKNER:

3 Q. Mr. Boyd, going back on the record, we
4 talked a little bit earlier about some medical
5 paperwork and admissions. Regarding like financial
6 stuff like, you know, who would be handling your money
7 and things of that nature while you were in the
8 nursing home, do you remember whether any paperwork
9 regarding that issue was executed by your mother?

10 A. No.

11 Q. All right. And I understood your testimony
12 earlier about your mother's execution of admission
13 paperwork. Do you believe that she had authority to
14 execute any financial authorizations on your behalf?

15 A. No.

16 Q. Okay. I don't think I have any further
17 questions, but I'm going to think about it a little
18 bit longer. Thank you for your time. I appreciate
19 it.

20 A. Okay.

21 MR. FEIDLER: My go?

22 MR. BUCKNER: Your go.

23 CROSS-EXAMINATION

24 QUESTIONS BY MR. FEIDLER:

25 Q. Mr. Boyd, were you competent June 30th,

1 2016, when you were admitted into Magnolia?

2 A. Say again.

3 Q. Were you competent when you were admitted
4 into Magnolia Place on June 30th, 2016?

5 A. When you say competent, what do you mean?

6 Q. Were you able to make your own decisions?

7 A. Yes, I was.

8 Q. Did you, on June 30th, 2016, ever represent
9 to your mother that she could sign paperwork for you?

10 A. No.

11 Q. Did you, on June 30th, 2016, ever represent
12 to any employee of Magnolia Place that your mother
13 could sign paperwork for you?

14 MR. BUCKNER: Object to the form of the
15 question.

16 QUESTIONS BY MR. FEIDLER:

17 Q. You can answer.

18 A. Repeat the question.

19 Q. On June 30th, 2016, did you represent to
20 any employee at Magnolia that your mother could sign
21 paperwork on your behalf?

22 MR. BUCKNER: Object to the form --

23 THE WITNESS: No.

24 MR. BUCKNER: -- and asked and answered.

25 QUESTIONS BY MR. FEIDLER:

1 Q. Mr. Boyd, Exhibit 2 --

2 MR. BUCKNER: Was there an answer?

3 MR. FEIDLER: He said no.

4 THE WITNESS: I said no.

5 QUESTIONS BY MR. FEIDLER:

6 Q. Exhibit 2 appears to be the arbitration
7 agreement. Can you confirm that?

8 A. It's the arbitration agreement?

9 Q. Yes.

10 A. Yeah.

11 Q. Have you ever seen this arbitration
12 agreement?

13 A. No.

14 Q. Did anyone from Magnolia Place bring this
15 to you?

16 A. No.

17 Q. If someone at Magnolia Place came up to you
18 and said that your mother on your behalf was signing
19 this arbitration agreement and taking away your
20 constitutional right to a jury trial, would you agree
21 to that?

22 MR. BUCKNER: Objection to form. Leading.

23 THE WITNESS: No.

24 QUESTIONS BY MR. FEIDLER:

25 Q. And I believe you said you don't remember,

1 but do you remember any employee of Magnolia coming to
2 you, whether on June 30th, 2016, and asking if your
3 mother can sign paperwork on your behalf?

4 A. No.

5 MR. BUCKNER: Object to the form. What was
6 the answer?

7 THE WITNESS: No.

8 MR. FEIDLER: No.

9 QUESTIONS BY MR. FEIDLER:

10 Q. And when your mother did sign this
11 paperwork, was she in the room with you when she was
12 signing this paperwork?

13 A. No.

14 Q. Did anybody ask you if it was okay that
15 your mother sign this paperwork on your behalf?

16 MR. BUCKNER: Object to the form.

17 THE WITNESS: No.

18 MR. FEIDLER: I don't think I have any
19 further questions.

20 MR. BUCKNER: I don't have any further
21 questions.

22 (Wherein, the deposition was concluded.)
23
24
25

WORD INDEX

< 1 >

1 3:11 34:2, 3, 7**100** 28:3**113** 24:8**12** 35:15**13** 24:4, 9**15** 8:14**16th** 8:23, 23**18th** 7:8**1965** 7:8**19th** 1:14

< 2 >

2 3:12 36:4, 5 44:1, 6**2:45** 1:15**2000** 8:23, 23**2016** 8:24 10:16

11:14, 21 15:4

23:12, 15, 20 24:19

25:20 34:8 43:1, 4,

8, 11, 19 45:2

2018 1:14**2018-CP-23-01934**

1:6

25 2:10**29401** 2:11**29403** 2:5**29601** 1:17

< 3 >

3:36 1:15**30th** 10:16, 17

23:12, 14, 19, 21

24:19 34:8 42:25

43:4, 8, 11, 19 45:2

32 2:5**325** 7:10**34** 3:11**36** 3:12**3rd** 8:24 9:1

< 4 >

4 3:4**400** 2:10**418** 1:16**42** 3:4

< 8 >

843-614-8888 2:6**843-720-5406** 2:11

< A >

ability 9:19 22:18**able** 9:13 13:14

43:6

accident 8:17 9:25

10:12 11:23, 25

32:3 37:18

accommodate 6:1**accomplished** 15:25**accurate** 22:19**administration** 20:25**ADMINISTRATIVE**

1:10, 25

ADMISSION 3:11

4:16 8:16 14:15

15:5 17:4, 15 18:10,

11 19:3, 15 22:24

23:2, 24 26:8, 23

31:2, 20 34:7, 8

38:10, 20 39:17

40:12, 18 41:10, 12

42:12

admissions 16:25

17:1, 2, 6, 11, 25

19:1 42:5

admit 29:16, 21

30:3, 6 31:3 33:10

36:22

admitted 10:3, 15

12:20 15:16 16:5

20:15 21:4 23:5, 15

25:17 28:10 30:21

32:6 38:11 40:11,

13 43:1, 3

affect 22:18**Afterward** 41:22**age** 4:9**ago** 8:14**agree** 19:5 28:9

36:21 44:20

AGREED 4:1**AGREEMENT** 3:11,

12 19:1, 2 34:7, 9,

13 36:9 44:7, 8, 12,

19

ahead 25:6 34:1**ain't** 8:11 34:25**alert** 32:7**allow** 15:4**alternatively** 18:1**ambulance** 24:23, 25**amended** 23:10**Anastopoulo** 1:16

2:4

Ann 2:5 36:10**Annette** 22:22**answer** 5:16, 25

6:20 11:2 14:16, 20,

21, 23 15:8, 9 19:25

20:1, 5 21:20 25:8

27:2, 20 29:23 37:9

41:15 43:17 44:2

45:6

answered 27:5, 12,

20 41:6 43:24

answering 20:3**answers** 6:25**anybody** 6:11

18:10 20:21 26:22

28:19 30:14, 16

45:14

appear 15:3**appears** 44:6**appreciate** 42:18**appropriate** 15:3, 13**ARBITRATION**

3:12 19:2 31:16

36:8 44:6, 8, 11, 19

arms 12:15**arrangements** 19:15**arrived** 21:8 24:18**asked** 6:21 18:11,

14 22:7 27:4, 11, 19

28:5, 25 31:10

38:11 41:5 43:24

asking 5:15 6:6

11:3 17:23 45:2

assert 17:15**assigned** 12:22

23:24

assist 19:20**assisting** 13:25**assume** 6:21, 24

11:25 19:18

assuming 22:4**attached** 3:16**attorney** 13:17

34:20

attorney's 27:24**authority** 29:15, 19,

25 30:2, 6, 7, 8, 11,

17 33:17, 21 36:21

37:1, 2, 4 38:8

42:13

authorizations 42:14**authorized** 33:10

< B >

back 9:11, 12, 15

23:7 39:2, 3, 3 42:5

background 4:22

11:3

Baclofen 22:15**Bar-B-Q** 7:21**baseline** 9:25**basically** 12:3**basis** 35:13**bath** 9:9**BBQ** 7:22**bed** 39:18**beginning** 22:7**behalf** 4:9 26:17,

20 30:21 36:25

37:1, 3, 4, 16, 22

38:5, 21 39:6 42:15

43:21 44:18 45:3,

15

believe 15:12 26:15

29:8 30:19 33:6, 18

39:5 42:13 44:25

best 20:18 39:7, 9**better** 25:23**bike** 9:6**bit** 19:1 42:4, 18**blacked** 25:18**blah** 29:5, 5, 5**blue** 24:3, 6, 7**body** 30:17**born** 7:7 8:4**bottom** 36:11**BOYD** 1:2, 13, 22

2:15 4:8, 13 7:6

22:22 29:13, 15

33:5 36:8 37:13
42:3, 25 44:1
Boyd's 36:10
break 5:23 6:1
briefly 4:14
bring 44:14
broken 12:14, 14
Buckner 2:9 3:4
4:12, 13 5:6, 8, 10
7:25 8:3 14:17
15:10 20:2 21:22
27:7, 14, 23 28:7
29:7, 11, 14, 20 30:1,
25 32:25 33:4 34:1,
5, 21, 22 35:10, 14
36:4, 7 37:12, 25
41:8, 18, 25 42:2, 22
43:14, 22, 24 44:2,
22 45:5, 16, 20
building 25:9
Burt 16:7, 9, 17, 20
17:14 18:3 23:12
40:2
business 19:2

< C >
C4 12:6
C5 12:6
Calhoun 2:10
call 32:22
called 7:1
Calvin 7:6
Cannons 7:22
care 15:5 16:3
37:7, 15
CAROLINA 1:2, 7,
17, 18, 21, 22 2:5, 11
3:11 4:17, 21 7:11
Case 1:5 6:9, 11
21:23 35:5
caseworker 12:22
13:11 15:18, 20
18:12, 15, 18 19:6,
11
cause 1:19 14:7
certain 1:19 14:14
15:5, 14, 14 31:2
33:11 36:23, 24
chance 40:15

changing 14:2
Chapin 8:9, 12
charge 26:25 27:18
Charleston 2:5, 11
chart 9:18
CIRCUIT 1:1, 20
civil 4:20
clarify 6:7, 21 38:13
clear 11:6 38:19
Clement 2:9
client 34:20
CLINICAL 1:8, 24
Coco 16:12, 13, 14,
16, 17 23:12 40:3, 4,
22 41:3, 10, 12, 17,
20
cognitive 9:19
come 17:8 25:14
37:21 39:1 40:15
coming 45:1
COMMON 1:1, 19
5:19
communicate 26:22
competent 42:25
43:3, 5
completed 26:4
28:9
completing 27:18
concluded 45:22
condition 32:2 37:8
confirm 44:7
confusing 6:6
conscious 26:9
30:15
conservator 13:18
constitutional 44:20
conversation 5:17,
19 10:23, 24 13:10
14:23 25:6 32:11
35:4 37:6, 14 39:11,
13, 15, 16 40:17, 19,
21 41:3, 10, 12
copied 3:16
copies 3:16
correct 8:15 12:12,
18 13:15, 19, 25
19:8, 9, 20, 24 20:10,
13 25:12, 21, 24
26:4 29:9 32:11

35:17
counsel 4:2, 2
COUNTY 1:2, 20
7:12, 15, 16, 18, 20
8:4, 5
couple 20:24 21:1
22:6
COURT 1:1, 19
3:16 7:1 34:6
**CROSS-EXAMINAT
ION** 42:23
currently 7:9 22:18
36:23

< D >
day 1:14 9:7 21:7
23:5, 15 24:20
25:15, 20 27:8, 15
40:5, 8, 10, 11, 13, 14
days 8:1
deal 31:15, 16
decisions 13:15 43:6
Defendants 1:12, 25
2:8 4:3, 10
DEFENDANT'S
3:10 34:3 36:5
deficit 9:19
delegated 16:3
deliberate 6:5
deposes 4:10
DEPOSITION 1:13
4:3, 24 34:12, 16
35:5 45:22
described 13:12
DESCRIPTION
3:10
desires 19:23
diagnosis 10:11
different 5:11 24:1
33:15
DIRECT 4:11
disabilities 11:22
discharge 26:3
discharged 26:12
discharging 15:22
discussed 28:14
37:6
doctor 9:12 22:12
doctors 12:3 21:15

document 19:5
34:24 36:16
documents 34:25
36:23, 24, 25
doing 4:24 11:6
17:9 20:7 37:15
door 24:10
doors 24:16

< E >
earlier 23:8 25:18
36:20 42:4, 12
early 11:14 25:19
eat 7:21
effectuated 19:23
employee 43:12, 20
45:1
EMS 24:22 25:11
engaged 32:17
ensured 19:23
enter 29:16
entitled 5:23
evening 21:9
evidence 18:5
exactly 11:24
EXAMINATION
4:11
examined 1:14 4:9
example 6:15
excuse 35:5
execute 26:8 30:2
33:11, 21 42:14
executed 30:20
31:2 36:24 41:11
42:9
execution 42:12
EXHIBIT 3:11, 12
34:2, 3, 7 36:4, 5
44:1, 6
EXHIBITS 3:8, 16
explained 29:1
37:23
expressly 4:6
extent 34:19
eyes 30:7, 8, 9

< F >
facility 4:16 25:15
**FACILITY-RESIDE
NT** 3:12

fact 17:24 23:19
 36:12 40:25
facts 20:6
fair 6:13, 22 7:2
 14:3 17:20 18:3
 34:21 36:3, 15, 20
fairly 11:3
false 18:7
family 14:8 15:3
 22:12
far 8:11 24:13 28:1
feel 9:10, 10 31:21
Feidler 2:4 3:4 5:5,
 7 7:24 14:16 15:7
 19:25 21:20 27:4,
 11, 19 28:4, 23
 29:18, 22 30:23
 33:2 34:17, 19, 24
 35:1, 6, 6, 8, 8, 13
 37:9, 19 41:5, 14
 42:21, 24 43:16, 25
 44:3, 5, 24 45:8, 9,
 18
figured 12:4
file 19:3
finally 40:15
financial 42:5, 14
find 12:23
fine 19:7 35:22
finish 23:9 25:4, 8
Firm 1:16 2:4
first 4:14 9:8 10:6
 11:18 16:11 23:8
 28:24 35:13
five 21:11
forgot 20:25
form 14:19 43:14,
 22 44:22 45:5, 16
four 21:11, 17
 24:16 26:2
fracture 12:11
 21:18
fractured 12:18
fractures 12:1
frame 11:11
front 7:2 24:10
full 7:4, 6 22:21
fully 30:15
function 11:15, 17
functions 9:15

FUNDAMENTAL
 1:8, 10, 23, 24
further 42:16 45:19,
 20
 < G >
general 19:2
generally 31:25
getting 15:15 29:2
give 5:16, 18 6:25
 7:1 9:9 12:10
 22:19
given 4:24
giving 5:13 22:3, 5
glad 10:10
go 4:21 5:19 6:15
 7:21 12:24 24:14,
 15 32:25 34:1
 35:15 41:25 42:21,
 22
God 24:1
going 6:21, 24 11:5
 14:18 15:1, 23 21:2
 23:7 25:5 38:5, 20,
 25 39:16 42:3, 17
gonna 35:20 37:24
good 6:15 8:1
 10:11 12:9
gotcha 5:8 13:9
grandmother's 29:11
GREENVILLE 1:2,
 8, 16, 21, 23 4:17
 10:15 12:21 13:2, 4,
 6, 7 15:16 16:6
 18:24 19:4, 12
 20:21 21:8 22:24
 23:2 24:19 26:13
 30:22 31:4, 7 34:9
 38:21
grown 30:13
guardian 13:18
guess 9:16 19:9, 17
guilty 6:6
guy 25:5
guys 21:1 28:22
 < H >
hall 24:7, 15
hallway 24:14

handled 18:12
 19:14
handling 15:18
 31:19 42:6
hands 11:16, 17
happen 18:22 28:3
 41:13
happened 9:5
 11:14 18:13 27:10
 32:3 39:13
head 6:16
health 11:22
healthcare 4:16
help 6:19 14:14
 15:13
hit 8:19
hold 23:9 32:10
home 8:17 10:3
 12:24, 25 14:15
 15:6 18:19, 22
 29:16 30:3 36:22
 42:8
homes 20:19
hospital 9:7 11:11
 25:21, 23 26:1
 28:25
hospitalized 10:12
hours 1:15
hypothetical 32:18
 < I >
identification 34:4
 36:6
ill 20:9
imagine 21:17 32:2
 37:17
impression 20:17
improved 10:10
incident 10:4 11:13,
 21 25:19
including 26:2
INDEX 3:1
individual 16:7
informed 38:19
initial 10:11
initially 23:24
injuries 9:3 13:1
injury 12:6, 25
 14:3 15:3 20:18

injury-wise 12:5
instruct 14:20
intake 16:22, 25
interest 39:7, 9
involvement 22:23
 23:1
issue 31:16 36:22,
 23 42:9
issues 11:22
items 16:3
IV 2:9
 < J >
Jackie 22:22
JAMES 1:2, 13, 21
 4:8 7:6
job 5:20 10:8
Josh 20:25
JR 1:2, 13, 22 4:8
 7:6
judge 7:2
JUDICIAL 1:1, 20
July 7:8 10:19
 11:10
jump 11:2 25:6
jumping 25:4
June 8:23, 23, 24
 9:1 10:16, 17, 19
 11:10, 14, 21 23:12
 14, 19, 21 24:19
 25:20 34:8 42:25
 43:4, 8, 11, 19 45:2
jury 44:20
 < K >
keep 22:2
kind 4:22 5:22
 21:12 22:2 28:11
 29:1 32:2, 7 37:8
knew 18:11, 23 38:9
know 7:25 10:9
 11:2, 6, 19, 20 14:21
 15:17 16:16, 19, 23
 17:5 18:1, 2, 21, 22
 20:6, 7 21:14 22:16
 23:3 26:2, 7, 8, 11,
 21 28:1 30:13
 31:19 32:16 33:9
 34:23 35:18, 20
 36:1, 2, 13, 14, 19

37:22, 23 39:4, 10
41:16 42:6
knowledge 22:3
31:12
known 13:22

< L >
lake 8:10, 11
Law 1:16 2:4
lawful 4:9
lawsuit 10:8
lawyer 6:9 14:19
laying 39:18
Leading 44:22
leave 8:12
led 8:16
left 12:9 24:11, 16
legs 12:14
Leola 16:7, 14
23:12
Lexington 7:15, 15,
20 8:5, 6
life 14:2
light 15:1
Little 7:10, 17, 19
8:7, 13 19:1 42:4,
17
live 7:9, 19
LLC 1:8, 9, 11, 23,
24, 25
LLP 2:9
long 5:24 10:12
14:20
longer 42:18
look 11:1, 7 31:8
looked 31:17 34:24
looking 10:21
12:25 37:6, 16
Lord 9:15
lose 11:15, 17
lost 9:19
lot 16:21
loves 20:7
lying 17:16

< M >
Madam 34:6
MAGNOLIA 1:7,
23 10:15 12:21
13:2, 3, 4, 7, 8, 11

15:16, 23 16:5, 17
18:9 19:3, 12 20:16,
21 21:4, 8 22:13, 24
23:2, 15, 24 24:11,
18 26:12 29:17
30:21 31:3, 7, 18, 23
32:6, 14, 18 33:6, 17
34:8 38:2, 3, 11, 20
39:19, 20 41:21
43:1, 4, 12, 20 44:14,
17 45:1
Magnolias 13:6
man 30:13
Manor 10:15 12:21
13:3, 8
mark 18:25 34:1
36:4
marked 34:3 36:5
marking 34:6
matters 13:25
14:14 15:5
Meadowlark 7:10
mean 7:22 8:24
16:25 17:7, 8 19:15
21:14 22:11 28:8
30:8 31:11, 16, 25
32:17 33:19 35:18
38:15 43:5
meant 13:4
Mediation 5:5, 7
medical 9:18 30:10,
20 42:4
medication 21:19
22:4, 5, 11, 12
medications 21:12
22:8, 17
meet 17:11, 14, 24
meeting 16:6
member 27:17 31:6,
18, 23 32:14, 18
Memorial 12:23
15:19, 23 18:16, 18,
24 19:6, 11 21:16
26:4, 6, 11, 23 27:9,
16, 17 28:10, 20, 25
memory 18:5 25:19
mental 9:24
mess 21:2
met 4:14 16:17

19:24
middle 5:24, 25
mind 30:16 32:20
mindful 5:18
Mindy 1:17 4:4
misleading 33:12, 18,
20, 22
misled 33:6
mistaken 21:11
MKD 3:10
mom 15:13 20:23
25:14 28:6 29:4
37:20 38:14 39:14
money 42:6
month 10:13 11:12
25:24 26:7
mother 10:22 13:24
14:14 15:4 16:2
19:19, 22 20:20
24:19 26:16, 20, 24
27:18 28:16 29:15
30:9, 19 31:1, 19
33:6, 16 36:12, 21
37:1, 5, 13 38:4, 6,
13 39:6, 23 40:17,
18 41:3 42:9 43:9,
12, 20 44:18 45:3,
10, 15
mother's 29:9
35:17 42:12
motivation 20:6
Motor 5:6 8:17, 20
Mountain 7:10, 17,
19 8:8, 13
move 8:12 9:8
35:16

< N >
name 4:13 7:4, 6
16:7, 11 20:25
22:21 29:9, 11
35:13
natural 25:6
nature 15:24 33:20
42:7
Near 8:10
necessary 30:3
need 5:18 29:4
30:14

needed 30:10
needs 13:21
never 9:17, 18, 19
18:13 20:12 27:9,
16 37:3, 5, 14, 23
38:9, 11 39:2, 2, 3
41:17, 20
Newberry 7:12, 17,
24 8:4
nod 6:17
normal 6:16 10:22
14:22
Notary 1:17 4:4
number 23:23
nurse 9:9 26:24
nurses 20:24
nursing 8:17 10:3
12:24, 25 14:15
15:6 18:19, 21
20:18 29:16 30:3
36:22 42:8

< O >
oath 5:13 6:12, 25
23:18 27:16
object 20:15 34:17
43:14, 22 45:5, 16
objecting 20:4
27:24
Objection 14:16
15:7 19:25 21:20
27:4, 11, 19 28:4, 26
29:18, 22 30:23
37:9, 19 41:5, 14
44:22
objects 14:19
observing 32:1
obviously 10:9
11:20 14:2 15:22
26:7 28:8 32:1
occur 8:22
occurred 11:21
25:19
October 1:14
Oh 7:15 24:1 35:9
Okay 5:2, 9 6:2, 18
7:4, 9 8:10, 25 10:2,
7, 14 11:19, 24
13:14 14:7 15:12
16:5, 15 18:25 19:7,

18 20:15 23:4, 18
 24:13 25:3, 17 27:2
 30:5 31:13, 25
 33:25 37:5 38:18
 40:7, 21 41:24
 42:16, 20 45:14
once 29:6
open 8:1
OPERATIONAL
 1:9, 24
ordinary 5:19
oriented 32:8
Original 3:16
originally 8:7, 9

< P >
p.m 1:15, 15
PAGE 3:3, 10
 35:15, 15 36:10
pain 22:1, 2, 2
paper 41:16, 21
papers 31:11 37:3,
 4, 22, 23 38:9, 10
 39:2, 4, 17 41:17
paperwork 10:14
 15:24 18:13 26:3, 8,
 25 27:18 28:9, 11,
 13, 17 29:1 30:3, 20
 31:3, 20 33:11, 21
 37:7, 15 38:5, 16, 20
 40:12, 18 41:4, 11,
 12 42:5, 8, 13 43:9,
 13, 21 45:3, 11, 12,
 15
paralyzed 9:8 12:5
paramedic 25:3, 11
part 7:17, 19, 20
 25:24
pbuckner@ycrlaw.co
m 2:12
pedestrian 8:19
 11:15
pending 1:19
people 37:21
people's 17:9
percent 28:3
permission 28:21
Perry 2:9 4:13
person 16:14, 15
 39:14, 25 40:1

pertaining 14:14
 34:7 41:21
phone 39:13, 21, 22
physician 26:24
pills 22:1, 2
pin 27:25
PLACE 1:7, 23
 13:2, 4, 5, 7, 11
 15:16, 23 16:6, 17
 18:9 19:4, 12 20:16,
 21 21:5, 8 22:24
 23:2, 16, 25 24:2, 11,
 18 26:12 29:17
 30:21 31:3, 7, 18, 23
 32:6, 14, 18 34:8
 38:2, 3, 11, 21 39:19,
 20 40:17 41:21
 43:4, 12 44:14, 17
Place's 33:7, 17
Plaintiff 1:4, 22 2:3
 4:2
PLEAS 1:1, 20
please 7:5
poor 21:3
poorly 10:9
possibly 23:11
power 13:17
preparation 35:2
prepare 34:15
preparing 34:12
present 2:15 19:11
 23:4 24:20
pressure 14:13 15:2
presume 26:3
 28:16, 18
presumed 36:11
presumably 25:18
pretty 5:17 6:5
 12:8 37:18
previous 31:8
privilege 34:20
probably 9:13
 24:15, 16 40:14
procedure 4:20
process 17:3, 4, 12,
 15, 25 23:2
produced 1:13 4:9
prognosis 10:11
Public 1:18 4:4

purpose 25:9
purposes 10:23
put 15:2 22:12, 13

< Q >
question 5:11, 24
 6:3, 6, 20, 22 14:19,
 25 21:3 22:25 23:9
 25:4, 8 26:5 27:13
 30:24 31:8 33:13
 36:9, 15 37:11 41:7,
 15 43:15, 18
QUESTIONS 3:3
 4:12, 15 5:10, 15, 16
 8:3 14:17 15:10
 20:2 21:3, 22 27:7,
 14, 23 28:7 29:7, 14,
 20 30:1, 25 33:4
 34:5, 22 35:10, 14
 36:7 37:12, 25 41:8,
 18 42:2, 17, 24
 43:16, 25 44:5, 24
 45:9, 19, 21
quick 33:1 35:16
quite 11:10 22:16

< R >
real 32:25
really 16:4, 21, 23
 23:21 29:13 37:2
reason 11:9 30:16
 32:19, 21 33:5 39:5
recall 16:6 17:13
 19:10 22:3 23:4, 20,
 21 25:15 26:16
 27:2, 21 28:2 37:20
recalls 18:4
recess 33:3 42:1
recollection 23:11,
 17
record 4:14 10:21
 11:4 25:7, 9 32:25
 41:25 42:3
record's 38:19
referenced 12:17
referring 13:7
regarding 15:5
 42:5, 9
rely 32:14
remains 9:22

remember 16:9, 11,
 13 17:17, 19, 23
 21:7, 25 22:5 23:8
 10, 23 26:13 31:21
 39:12 41:2, 10 42:8
 44:25 45:1
remembers 11:8
repair 12:18
Repeat 22:25 26:5
 30:24 33:13 37:10
 41:7 43:18
rephrase 6:4 15:1
 18:8
reporter 3:16 34:4
 6 36:6
represent 4:17 19:
 43:8, 11, 19
representations
 33:10, 16

REPRESENTATIVE
 3:12
require 4:21
requires 15:23
rest 22:16
result 9:3 11:13
retained 3:16
Richland 12:23
 15:19, 22 18:15, 18
 24 19:6, 11 21:15
 26:4, 6, 11, 23 27:9
 15, 17 28:10, 20, 25
ride 24:25
riding 9:6
right 7:14 9:3
 10:4, 6, 16, 25 13:21
 15:25 18:9 19:10
 24:5, 12, 13 28:10,
 19 29:24 30:16
 31:15 32:3, 10, 14,
 24 33:9 42:11
 44:20
River 1:16
Rivers 2:9
Road 7:10
room 5:12 18:23
 23:23 24:3, 8, 17
 39:18 45:11
rooms 17:9 24:2

rough 32:4
rules 4:20

< S >

sane 32:22
saw 17:2
saying 13:3 27:8
29:9 36:18 37:21
says 4:10
see 10:21 11:7
25:5 30:16 34:13
seen 34:9, 25 44:11
sense 14:13
senses 32:23
SERVICES 1:9, 11,
24, 25
shape 32:7
sharp 25:5
shipped 18:24
short 33:3 42:1
shorthand 4:4
shows 10:14
side 10:8
sign 18:19, 21 26:8,
15 28:6 29:4 37:1,
3, 4, 22 38:7, 15, 20
39:1, 6, 8, 17 43:9,
13, 20 45:3, 10, 15
signature 4:6 35:17,
24 36:10, 11, 12, 13,
17
signed 19:6 26:20
29:2 38:10 39:4
40:19, 22 41:3, 16
significant 21:18
signing 26:13, 17
37:7, 24 38:5 44:18
45:12
simply 23:20
sir 4:19 6:23 7:3,
13 12:13, 13 15:21
21:19 29:21 33:23
sister 24:20 25:14
26:16
sister's 22:21
slow 6:5
solely 12:18
somewhat 23:11
son 20:8, 8

sorry 13:3 24:10
40:4
sort 4:22
sound 6:13 10:16
32:20
sounds 26:9
SOUTH 1:2, 7, 17,
18, 21, 22 2:5, 11
3:11 4:17, 20 7:10
speak 23:19
speaking 23:12
specified 13:1
spinal 12:6, 25 13:1
20:18 21:18
staff 26:23 27:17
31:6, 18, 22 32:13,
18 33:7, 12, 17
standpoint 9:24
started 4:22 24:2
STATE 1:2, 18, 21
20:19
statement 27:9
32:13
stay 26:11
Stefan 2:4
stefan@akimlawfirm.
com 2:6
Stevenson 5:9
STIPULATED 4:1
stop 14:23
Street 1:16 2:5, 10
stress 14:7, 12 15:2
struck 11:14
stuff 4:23 5:22
11:3 42:6
suffered 9:2, 17
11:25 12:5
suggesting 17:24
35:19
suggestive 11:5
Suite 2:10
sure 11:10 24:5
25:8 27:15 28:3
31:13 32:3 35:23
38:18 40:5, 8
surgery 12:9, 17
suspect 32:19
sworn 1:14 4:9 6:8

< T >

table 37:14
take 5:21, 25 15:4
16:3 24:11, 12, 13
taken 4:3 33:3
36:23 42:1
talk 6:9, 9, 11 17:9
18:10 28:21 31:14
35:1, 11
talked 34:23 36:10
39:10 41:17, 20
42:4
talking 6:16 15:19
38:1, 14 40:11, 12,
24
talks 14:22
Tell 7:4 12:3
20:20 21:4 28:19
31:6, 25 36:25
38:14, 21, 23, 24, 24
telling 28:2, 2
Ten 8:14
term 9:18
testified 18:4 36:20
testify 7:1 17:14
testifying 23:18
27:16 31:17 33:11
35:23, 25 36:16
41:9, 11
testimony 5:13
22:19 25:10 42:11
Thank 42:18
thankful 10:6
therapy 12:10
THI 1:7, 22
thing 5:18 25:3
37:8
things 4:21 10:10
14:22 15:14, 14, 15,
24 22:6 30:10
37:15 42:7
think 5:4, 5 9:20
12:6 16:21 19:5
29:8 31:1 32:21
33:22 39:8 42:16,
17 45:18
THIRTEENTH 1:1,
20
three 21:17 24:1
26:2

time 4:14 5:3, 23
6:6 11:11 13:14
14:5, 13 15:4, 12
20:16 21:7, 13
26:10 31:14, 17
39:10 40:16 42:18
times 14:18 26:1
today 4:15, 25 6:1
25 9:22 14:10, 18
22:8, 19 32:1 35:2
today's 34:12, 15
told 9:8, 9, 11, 12
12:3 20:23, 24 21:
25:18 27:17 30:5
Tom 5:8
Tramadol 22:15
transcribed 4:5
transcript 3:17
transported 24:22
traumatic 14:5
37:18
trial 44:20
true 9:22 10:2
trusted 19:19
try 5:21 6:19 11:3
trying 11:2, 7
12:23 27:25 29:24
35:16
two 8:1 12:11 13:
40:14
two-and-a-half 17:2
type 21:18
typewriting 4:5

< U >

uh-huh 5:19 6:17
12:13 16:1 18:17
29:10 31:5
uh-uh 5:20
understand 6:3
10:7 17:19 18:19
27:25 31:21
understanding 4:18
8:15 9:2 13:24
25:10
understood 6:22
42:11
underwent 11:25
untoward 11:5

use 9:17
usually 6:5

< V >
vehicle 5:6 8:17, 20
verbal 5:16
vertebrae 12:12, 18
Vislay 1:17 4:4
vs 1:5

< W >
wait 38:6, 6, 6
waived 4:6
walk 9:13 24:10
want 5:23 6:10
 11:5 18:8 20:22, 23
 21:9, 10 23:7 24:2,
 3, 4 28:1, 6, 21
 30:13 31:13, 18
 32:22 34:23 35:22
 37:21 38:7, 18
wanted 31:8 39:1
way 5:12 6:19
 31:22 33:15, 19
 36:1, 13, 14 39:12
week 8:1
weeks 10:4 21:17
 26:2
well 4:18 5:15 9:6,
 12 10:6 12:22 13:9
 16:15 17:5, 19 23:9
 28:8, 24 29:3 31:15
 33:20 38:13
went 9:11
we're 10:7 35:13
 40:11, 12
We've 28:14 39:10
whatsoever 23:13
Wilda 2:15 11:4
 29:9, 12, 15 36:10
wing 24:3, 6
Wise 7:21, 23
wish 10:9
wishes 19:23
witness 4:6 15:9
 20:1 27:6, 13, 21
 28:5, 24 29:19, 24
 30:24 34:18 35:7, 9
 37:10, 20 41:7, 15

43:23 44:4, 23 45:7,
 17
woke 9:6 25:20
wondering 26:10
worked 16:22
world 6:10
wrong 8:16 31:1
wrongfully 30:20

< Y >
Yeah 7:25 9:23
 12:2 13:5 15:12
 16:18 17:1, 22
 21:24 22:11 26:6
 28:13 29:25 31:5
 33:2 35:9, 12, 22
 41:1, 9 44:10
years 8:14 17:21
Young 2:9

WORD LIST

< 1 >	accident (7)	attached (1)	Cannons (1)
1 (4)	accommodate (1)	attorney (2)	care (4)
100 (1)	accomplished (1)	attorney's (1)	CAROLINA (12)
113 (1)	accurate (1)	authority (17)	Case (5)
12 (1)	administration (1)	authorizations (1)	caseworker (9)
13 (2)	ADMINISTRATIVE (2)	authorized (1)	cause (2)
15 (1)	ADMISSION (28)	< B >	certain (9)
16th (2)	admissions (8)	back (8)	chance (1)
18th (1)	admit (7)	background (2)	changing (1)
1965 (1)	admitted (18)	Baclofen (1)	Chapin (2)
19th (1)	affect (1)	Bar-B-Q (1)	charge (2)
	Afterward (1)	baseline (1)	Charleston (2)
	age (1)	basically (1)	chart (1)
< 2 >	ago (1)	basis (1)	CIRCUIT (2)
2 (5)	agree (4)	bath (1)	civil (1)
2:45 (1)	AGREED (1)	BBQ (1)	clarify (3)
2000 (2)	AGREEMENT (12)	bed (1)	clear (2)
2016 (17)	ahead (2)	beginning (1)	Clement (1)
2018 (1)	ain't (2)	behalf (18)	client (1)
2018-CP-23-01934 (1)	alert (1)	believe (9)	CLINICAL (2)
25 (1)	allow (1)	best (3)	Coco (14)
29401 (1)	alternatively (1)	better (1)	cognitive (1)
29403 (1)	ambulance (2)	bike (1)	come (5)
29601 (1)	amended (1)	bit (3)	coming (1)
	Anastopoulos (2)	blacked (1)	COMMON (3)
	Ann (2)	blah (3)	communicate (1)
< 3 >	Annette (1)	blue (3)	competent (3)
3:36 (1)	answer (23)	body (1)	completed (2)
30th (14)	answered (5)	born (2)	completing (1)
32 (1)	answering (1)	bottom (1)	concluded (1)
325 (1)	answers (1)	BOYD (16)	condition (2)
34 (1)	anybody (8)	Boyd's (1)	confirm (1)
36 (1)	appear (1)	break (2)	confusing (1)
3rd (2)	appears (1)	briefly (1)	conscious (2)
	appreciate (1)	bring (1)	conservator (1)
< 4 >	appropriate (2)	broken (2)	constitutional (1)
4 (1)	ARBITRATION (8)	Buckner (48)	conversation (21)
400 (1)	arms (1)	building (1)	copied (1)
418 (1)	arrangements (1)	Burt (8)	copies (1)
42 (1)	arrived (2)	business (1)	correct (19)
	asked (13)	< C >	counsel (2)
< 8 >	asking (5)	C4 (1)	COUNTY (9)
843-614-8888 (1)	assert (1)	C5 (1)	couple (3)
843-720-5406 (1)	assigned (2)	Calhoun (1)	COURT (5)
	assist (1)	call (1)	CROSS-EXAMINAT
< A >	assisting (1)	called (1)	ION (1)
ability (2)	assume (4)	Calvin (1)	currently (3)
able (3)	assuming (1)		< D >

day (16)	executed (5)	general (1)	incident (4)
days (1)	execution (1)	generally (1)	including (1)
deal (2)	EXHIBIT (9)	getting (2)	INDEX (1)
decisions (2)	EXHIBITS (2)	give (7)	individual (1)
Defendants (5)	explained (2)	given (1)	informed (1)
DEFENDANT'S (3)	expressly (1)	giving (3)	initial (1)
deficit (1)	extent (1)	glad (1)	initially (1)
delegated (1)	eyes (3)	go (13)	injuries (2)
deliberate (1)	< F >	God (1)	injury (5)
deposes (1)	facility (2)	going (15)	injury-wise (1)
DEPOSITION (7)	FACILITY-RESIDE	gonna (2)	instruct (1)
described (1)	NT (1)	good (4)	intake (2)
DESCRIPTION (1)	fact (4)	gotcha (2)	interest (2)
desires (1)	facts (1)	grandmother's (1)	involvement (2)
diagnosis (1)	fair (10)	GREENVILLE (28)	issue (4)
different (3)	fairly (1)	grown (1)	issues (1)
DIRECT (1)	false (1)	guardian (1)	items (1)
disabilities (1)	family (3)	guess (3)	IV (1)
discharge (1)	far (3)	guilty (1)	< J >
discharged (1)	feel (3)	guy (1)	Jackie (1)
discharging (1)	Feidler (41)	guys (2)	JAMES (5)
discussed (2)	figured (1)	< H >	job (2)
doctor (2)	file (1)	hall (2)	Josh (1)
doctors (2)	finally (1)	hallway (1)	JR (5)
document (3)	financial (2)	handled (2)	judge (1)
documents (4)	find (1)	handling (3)	JUDICIAL (2)
doing (5)	fine (2)	hands (2)	July (3)
door (1)	finish (3)	happen (3)	jump (2)
doors (1)	Firm (2)	happened (6)	jumping (1)
< E >	first (8)	head (1)	June (23)
earlier (5)	five (1)	health (1)	jury (1)
early (2)	forgot (1)	healthcare (1)	< K >
eat (1)	form (6)	help (3)	keep (1)
effectuated (1)	four (4)	hit (1)	kind (9)
employee (3)	fracture (2)	hold (2)	knew (3)
EMS (2)	fractured (1)	home (12)	know (45)
engaged (1)	fractures (1)	homes (1)	knowledge (2)
ensured (1)	frame (1)	hospital (6)	known (1)
enter (1)	front (2)	hospitalized (1)	< L >
entitled (1)	full (3)	hours (1)	lake (2)
evening (1)	fully (1)	hypothetical (1)	Law (2)
evidence (1)	function (2)	< I >	lawful (1)
exactly (1)	functions (1)	identification (2)	lawsuit (1)
EXAMINATION (1)	FUNDAMENTAL	ill (1)	lawyer (2)
examined (2)	(4)	imagine (3)	laying (1)
example (1)	further (3)	impression (1)	Leading (1)
excuse (1)	< G >	improved (1)	
execute (5)			

leave (1)
 led (1)
 left (3)
 legs (1)
 Leola (3)
 Lexington (5)
 life (1)
 light (1)
 Little (8)
 live (2)
 LLC (6)
 LLP (1)
 long (3)
 longer (1)
 look (3)
 looked (2)
 looking (4)
 Lord (1)
 lose (2)
 lost (1)
 lot (1)
 loves (1)
 lying (1)

 < M >
 Madam (1)
 MAGNOLIA (55)
 Magnolias (1)
 man (1)
 Manor (4)
 mark (3)
 marked (2)
 marking (1)
 matters (3)
 Meadowlark (1)
 mean (18)
 meant (1)
 Mediation (2)
 medical (4)
 medication (5)
 medications (3)
 meet (3)
 meeting (1)
 member (6)
 Memorial (19)
 memory (2)
 mental (1)
 mess (1)
 met (3)

middle (2)
 mind (2)
 mindful (1)
 Mindy (2)
 misleading (4)
 misled (1)
 mistaken (1)
 MKD (1)
 mom (8)
 money (1)
 month (4)
 mother (42)
 mother's (3)
 motivation (1)
 Motor (3)
 Mountain (5)
 move (3)

< N >
 name (10)
 natural (1)
 nature (3)
 Near (1)
 necessary (1)
 need (3)
 needed (1)
 needs (1)
 never (18)
 Newberry (4)
 nod (1)
 normal (3)
 Notary (2)
 number (1)
 nurse (2)
 nurses (1)
 nursing (13)

< O >
 oath (5)
 object (6)
 objecting (2)
 Objection (17)
 objects (1)
 observing (1)
 obviously (7)
 occur (1)
 occurred (2)
 October (1)
 Oh (3)

Okay (40)
 once (1)
 open (1)
 OPERATIONAL (2)
 ordinary (1)
 oriented (1)
 Original (1)
 originally (2)

< P >
 p.m (2)
 PAGE (5)
 pain (3)
 paper (2)
 papers (11)
 paperwork (38)
 paralyzed (2)
 paramedic (2)
 part (4)
 pbuckner@ycrlaw.co
 m (1)
 pedestrian (2)
 pending (1)
 people (1)
 people's (1)
 percent (1)
 permission (1)
 Perry (2)
 person (5)
 pertaining (3)
 phone (3)
 physician (1)
 pills (2)
 pin (1)
 PLACE (48)
 Place's (2)
 Plaintiff (4)
 PLEAS (2)
 please (1)
 poor (1)
 poorly (1)
 possibly (1)
 power (1)
 preparation (1)
 prepare (1)
 preparing (1)
 present (4)
 pressure (2)
 presume (3)

presumed (1)
 presumably (1)
 pretty (4)
 previous (1)
 privilege (1)
 probably (4)
 procedure (1)
 process (6)
 produced (2)
 prognosis (1)
 Public (2)
 purpose (1)
 purposes (1)
 put (3)

< Q >
 question (25)
 QUESTIONS (41)
 quick (2)
 quite (2)

< R >
 real (1)
 really (6)
 reason (6)
 recall (13)
 recalls (1)
 recess (2)
 recollection (2)
 record (8)
 record's (1)
 referenced (1)
 referring (1)
 regarding (3)
 rely (1)
 remains (1)
 remember (20)
 remembers (1)
 repair (1)
 Repeat (7)
 rephrase (3)
 reporter (4)
 represent (5)
 representations (2)

 REPRESENTATIVE
 (1)
 require (1)
 requires (1)

rest (1)
 result (2)
 retained (1)
 Richland (19)
 ride (1)
 riding (1)
 right (25)
 River (1)
 Rivers (1)
 Road (1)
 room (8)
 rooms (2)
 rough (1)
 rules (1)

< S >

sane (1)
 saw (1)
 saying (5)
 says (1)
 see (5)
 seen (3)
 sense (1)
 senses (1)
 SERVICES (4)
 shape (1)
 sharp (1)
 shipped (1)
 short (2)
 shorthand (1)
 shows (1)
 side (1)
 sign (23)
 signature (8)
 signed (9)
 significant (1)
 signing (7)
 simply (1)
 sir (10)
 sister (3)
 sister's (1)
 slow (1)
 solely (1)
 somewhat (1)
 son (2)
 sorry (3)
 sort (1)
 sound (3)
 sounds (1)

SOUTH (12)
 speak (1)
 speaking (1)
 specified (1)
 spinal (5)
 staff (10)
 standpoint (1)
 started (2)
 STATE (4)
 statement (2)
 stay (1)
 Stefan (1)
 stefan@akimlawfirm.
 com (1)
 Stevenson (1)
 STIPULATED (1)
 stop (1)
 Street (3)
 stress (3)
 struck (1)
 stuff (4)
 suffered (4)
 suggesting (2)
 suggestive (1)
 Suite (1)
 sure (11)
 surgery (2)
 suspect (1)
 sworn (3)

< T >

table (1)
 take (7)
 taken (4)
 talk (9)
 talked (6)
 talking (7)
 talks (1)
 Tell (13)
 telling (2)
 Ten (1)
 term (1)
 testified (2)
 testify (2)
 testifying (9)
 testimony (4)
 Thank (1)
 thankful (1)
 therapy (1)

THI (2)
 thing (3)
 things (11)
 think (14)
 THIRTEENTH (2)
 three (3)
 time (19)
 times (2)
 today (11)
 today's (2)
 told (11)
 Tom (1)
 Tramadol (1)
 transcribed (1)
 transcript (1)
 transported (1)
 traumatic (2)
 trial (1)
 true (2)
 trusted (1)
 try (3)
 trying (6)
 two (4)
 two-and-a-half (1)
 type (1)
 typewriting (1)

< U >

uh-huh (7)
 uh-uh (1)
 understand (6)
 understanding (5)
 understood (2)
 underwent (1)
 untoward (1)
 use (1)
 usually (1)

< V >

vehicle (3)
 verbal (1)
 vertebrae (2)
 Vislay (2)
 vs (1)

< W >

wait (3)
 waived (1)
 walk (2)

want (24)
 wanted (2)
 way (9)
 week (1)
 weeks (3)
 well (17)
 went (1)
 we're (4)
 We've (2)
 whatsoever (1)
 Wilda (6)
 wing (2)
 Wise (2)
 wish (1)
 wishes (1)
 witness (23)
 woke (2)
 wondering (1)
 worked (1)
 world (1)
 wrong (2)
 wrongfully (1)

< Y >

Yeah (21)
 years (2)
 Young (1)