

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM FLORENCE COUNTY
Court of Common Pleas

Michael G. Nettles, Circuit Court Judge

Case No. 2012-CP-21-3016
Ct. App. No. 2014-001636

Angela Parsons, Appellant,
v.

Jane Smith, QHG of South Carolina d/b/a Carolinas Hospital System,
and Carolinas Hospital System, Defendants,

Of Whom QHG of South Carolina d/b/a Carolinas Hospital System,
and Carolinas Hospital System are the Respondents.

RECORD ON APPEAL

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STATE OF SOUTH CAROLINA

COUNTY OF FLORENCE

Angela Parsons,

Plaintiff,

v.

Jane Smith, QHG of South Carolina d/b/a
Carolinas Hospital System, and Carolinas,
Hospital System,

Defendants.

) IN THE COURT OF COMMON PLEAS
) TWELFTH JUDICIAL CIRCUIT
) CIVIL ACTION NO.: 2012-CP-21-3016

ORDER

FILED
2013 JUL 16 PM 2:30
CONNIE REEL-SHEARIN
CCCP & GS
FLORENCE COUNTY, SC

THIS MATTER came before the court on May 20, 2013, on the Defendants' Motion to Dismiss. Elizabeth Schwartz Corn, Esq. was present on behalf of the Defendants and Phoebe Clark, Esq. was present for the Plaintiff.

The Defendants moved to dismiss the Plaintiff's Complaint in its entirety, including the causes of action for interference with economic relations, wrongful termination, and negligent hiring, supervision and retention of the Defendant Jane Smith. The Court heard arguments from both parties and considered Memorandums of Law submitted by both parties.

Based upon the arguments before the Court, the Defendants' Motion to Dismiss is partially granted. Nothing in the Plaintiff's Complaint alleges that the Defendant Jane Smith was acting outside the course and scope of her employment with Defendant QHG. South Carolina law does not allow for actions for interference with economic relations against a supervisor acting within the course and scope of her employment. Therefore the Court finds that the actions of the Defendant Jane Smith do not constitute actions by a third party and the Plaintiff's cause of action for interference with economic relations must be dismissed.

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FLORENCE COUNTY, S.C.
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The Court further finds that the Plaintiff's remaining causes of action for wrongful termination and negligent hiring, supervision and retention of the Defendant Jane Smith involve factual issues that should be examined during discovery. The Court denies the Defendants' motion to dismiss these causes of action.

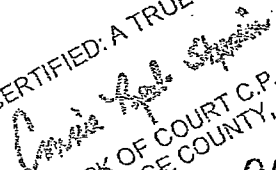
IT IS THEREFORE ORDERED that the Defendants' Motion to Dismiss is GRANTED as to the Plaintiff's cause of action for interference with economic relations and is DENIED as to the causes of action for wrongful termination and negligent hiring, supervision and retention of the Defendant Jane Smith.

AND IT IS SO ORDERED.


The Honorable Michael G. Nettles
Presiding Judge, Twelfth Judicial Circuit

THIS 16 day of July, 2013.

FILED
2013 JUL 16 PM 2:30
CONNIE REEL-SHEARIN
CCCP & GS
FLORENCE COUNTY, SC

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FLORENCE COUNTY, S.C.
002

STATE OF SOUTH CAROLINA
COUNTY OF FLORENCE

Angela Parsons,

Plaintiff,

vs.

Jane Smith, QHG of South Carolina d/b/a
Carolinas Hospital System, and Carolinas
Hospital System,

Defendants.

IN THE COURT OF COMMON PLEAS
TWELFTH JUDICIAL CIRCUIT
CIVIL ACTION NO.: 2012-CP-21-3016

ORDER

FILED
2014 JUN 25 AM 10:40
CLERK OF COURT C.P. & G.S.
FLORENCE COUNTY, SC

This matter is before the Court upon Defendants Jane Smith and QHG of South Carolina d/b/a Carolinas Hospital System, and Carolinas Hospital System's ("Defendants") Motion for Summary Judgment ("Motion"). For the reasons that follow, the Court grants Defendants' Motion.

BACKGROUND

Plaintiff Angela Parsons ("Parsons") is a nurse. Defendant Carolinas Hospital System ("Hospital") hired Parsons to work as a *pro re nata* ("PRN") nurse. Parsons worked in the Women's Center at the Hospital. Defendant Jane Smith ("Smith") was the Director of the Women's Center and Parsons' supervisor during the alleged acts of misconduct occurred. As Director of the Women's Center, Smith controlled the scheduling of the full-time, part-time, and PRN nurses in this department.

At the time of employment, Parsons signed several documents stating that she understood she was an at-will employee of the Hospital. Parsons also signed several acknowledgements and later confirmed in her deposition that the Hospital had the right to rescind, modify, or deviate from its guidelines, policies, practices, or procedures and that it reserved the right to terminate

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the employment relationship at any time with or without reason. Parsons admits that she did not have an employment contract or any promises or assurances regarding her employment at the Hospital, and that she could terminate the employment relationship with the Hospital at any time with or without reason. Parsons admits the Hospital did not guarantee her any employment hours as a PRN nurse and she acknowledges that the Hospital could terminate the employment relationship if she did not work the requisite minimum hours in a three-month period.

In August of 2011, Parsons was terminated for failing to meet the required hours for employment as a PRN nurse. In 2012, Parsons filed suit in this court claiming (1) tortious interference with Employment Relationship (against Defendant Jane Smith), (2) Wrongful Termination (against all Defendants), and (3) Negligent Training, Retention and Supervision (against Defendants QHG of South Carolina d/b/a Carolinas Hospital System and Carolina Hospital System). Subsequently, Defendants filed a Motion to Dismiss Plaintiff's Complaint in its entirety. This Court granted Defendants' Motion to Dismiss as to Plaintiff's first cause of action but denied Defendants' Motion as to the remaining causes of action.

Defendants' filed the instant Motion on April 21, 2014. This Court held a hearing on June 17, 2014, during which all parties were present and represented by counsel.

STANDARD OF REVIEW AND ANALYSIS

Summary judgment is appropriate when the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to judgment as a matter of law. Turner v. Milliman, 392 S.C. 116, 121-22, 708 S.E.2d 766, 769 (2011); see also Rule 56(c) SCRPC. In determining whether any triable issues of fact exist, the trial court must view the evidence and all reasonable inferences that may be drawn therefrom in the light most

favorable to the non-moving party. Brockback v. Best Capital Corp., 341 S.C. 372, 534 S.E.2d 688 (2000); McLaughlin v. Williams, 379 S.C. 451, 455-56, 665 S.E.2d 667, 670 (Ct. App. 2008).

A. Plaintiff's Claim Of Wrongful Termination Fails Because She Was An At-Will Employee And The Public Policy Exception Does Not Apply.

In South Carolina, employment at-will is presumed absent the creation of a specific contract of employment. Barron v. Labor Finders of S.C., 393 S.C. 609, 614, 713 S.E.2d 634, 636-37 (2011) (citing Mathis v. Brown & Brown of S.C., Inc., 389 S.C. 229, 310, 698 S.E.2d 773, 778 (2010)). An at-will employee may be terminated at any time for any reason or for no reason, with or without cause. Mathis, 389 S.C. at 310, 698 S.E.2d at 778. Nevertheless, Parsons advances her claim for Wrongful Termination under the "public policy exception" to the at-will employment doctrine.

The public policy exception applies in cases where either: (1) the employer requires the employee to violate the law, Ludwick, *supra*, (2) the reason for the employee's termination itself is a violation of criminal law, Culler v. Blue Ridge Elec. Co-op., Inc., 309 S.C. 243, 422 S.E.2d 91 (1992) (employee was terminated after he refuse to contribute to a political action fund, and his termination violated S.C. Code Ann. § 16-17-560), or (3) when the court determines there was a violation of a public policy. Barron, 393 S.C. at 617, 713 S.E.2d at 638. Under the "public policy exception" an at-will employee has a cause of action in tort for wrongful termination where there is a retaliatory termination of the at-will employee in violation of a clear mandate of public policy. Ludwick v. This Minute of Carolina, Inc., 287 S.C. 219, 337 S.E.2d 213 (1985). The determination of what constitutes public policy is a question of law for the courts to decide. Barron, 393 S.C. at 617, 713 S.E.2d at 638.

In the present case, the Hospital fired Parsons because she failed to meet the minimum number of hours required to maintain PRN status with the Hospital. Parsons admits that she failed to work the requisite number of hours. Parsons contends, however, that her termination was wrongful because Smith and the Hospital did not adequately provide her with the opportunity to meet this obligation. In support of her claim, Parsons alleges that Smith engaged in employer fraud by deliberately scheduling Parsons in a way that she would not be able to work any hours. Parsons maintains that Smith's actions were the direct result of a conversation in which Parsons questioned Smith's hiring due to an incident "around 2006 or 2007" in which she believes Smith committed a HIPAA violation.

Upon listening to oral arguments advanced by each party, and after careful review of the Motion, memorandums and exhibits in support and opposition to the Motion, viewing all the evidence and all reasonable inferences that may be drawn therefrom in a light most favorable to the non-moving party, this Court finds that Parsons has not established her claim as a matter of law.

The law in South Carolina permits at-will employees to be terminated for any reasons, good or bad, or no reason at all. Parsons admits that she received scheduled work hours during the time in question but argues that her priority level was not high enough to guarantee her work. Parsons' confuses the type of retaliatory terminations contemplated by the case law under the public policy exception. The law does not permit a cause of action of Wrongful Termination simply because an employee has an alleged disagreement with their supervisor. Even assuming the reason for Parsons' termination was a "bad reason," the law in South Carolina permits this action against at-will employees.

This Court finds that Parsons' termination does not rise to the level of a public policy violation, and therefore, this exception to the employment at-will doctrine does not apply. Additionally, summary judgment is granted with respect to Parsons' claim for wrongful termination as against Smith because Smith was acting within the scope of her employment and it was the Hospital, not Smith, who terminated Parsons' employment.

B. Plaintiff's Claim That She Was Terminated As A Result Of Negligent Training, Retention, and Supervision Fails Because Plaintiff Was An At-Will Employee.

In circumstances where the employer knew or should have known that its employment of a specific person created an undue risk of harm to the public, a plaintiff may claim that the employer was itself negligent in hiring, supervising, or training the employee, or that the employer acted negligently in entrusting its employee with a tool that created an unreasonable risk of harm to the public. See Restatement (Second) of Torts § 317 (1965) (Cited with approval in Degenhart v. Knights of Columbus, 309 S.C. 114, 116, 420 S.E.2d 495, 496 (1992)). The present case does not involve a harm to a member of the public, but rather a co-employee. Even assuming this legal theory creates a viable cause of action for an employee, a plaintiff must still establish that the defendant owes a duty of care to the plaintiff. Steinke v. S.C. Dep't of Labor, Licensing and Regulation, 336 S.C. 373, 387, 520 S.E.2d 142, 149 (1999). If there is no duty, then the defendant in a negligence action is entitled to a judgment as a matter of law. Id. at 387, 520 S.E.2d at 149.

In Gause, the court recognized that employers do not owe a duty to at-will employees regarding their employment status since they could be terminated at any time, for any reason, or for no reason at all, irrespective of any inadequate investigations, false assumptions, or failures to reevaluate on the part of the employer. Gause v. Doe, 317 S.C. 39, 42, 451 S.E.2d 408, 409 (Ct. App. 1994).

In the present case, Parsons claims the Hospital was negligent and reckless in allowing Smith to engage in the actions that amounted to "wrongful discharge by employer fraud." Parsons admits that she was an at-will employee of the Hospital. However, Parsons failed to present any evidence that imposed a duty upon the Hospital. Because Parsons was an at-will employee, the Hospital did not have a duty to supervise the employee or protect Parsons from the manner or priority in which Smith scheduled her PRN work shifts. The Hospital could terminate Parsons for any reason, good or bad, or no reason at all. As such, the Hospital did not owe her a duty to supervise Smith's alleged acts. Because Parsons' Negligence cause of action fails to establish the first element of negligence as a matter of law, this Court grants summary judgment in favor of the Hospital.

CONCLUSION

For the foregoing reasons, it is **ORDERED** that Defendants' Motion for Summary Judgment is **GRANTED**.

AND IT IS SO ORDERED.


Judge Michael G. Nettles
Twelfth Judicial Circuit

COMM-FEEL-SHEARM
COOP & GS
FLORENCE COUNTY, SC

2014 JUN 25 AM 10:40

FILED

On this 25 day of June, 2014
Florence, SC

STATE OF SOUTH CAROLINA

COUNTY OF FLORENCE

Angela Parsons,

vs.

Jane Smith and QHG of South Carolina, et al.

Defendant(s)

IN THE COURT OF COMMON PLEAS

CIVIL ACTION COVERSHEET

Plaintiff(s)

2012-CP-21-3016

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CONNOR REEL-SHEARIN
SCCP & GS
FLORENCE COUNTY, SC

(Please Print)

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NOTE: The cover sheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for the use of the Clerk of Court for the purpose of docketing. It must be filled out completely, signed, and dated. A copy of this cover sheet must be served on the defendant(s) along with the Summons and Complaint.

DOCKETING INFORMATION (Check all that apply)

*If Action is Judgment/Settlement do not complete

- ☒ JURY TRIAL demanded in complaint. ☐ NON-JURY TRIAL demanded in complaint.
☐ This case is subject to ARBITRATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
☒ This case is subject to MEDIATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
☐ This case is exempt from ADR. (Proof of ADR/Exemption Attached)

NATURE OF ACTION (Check One Box Below)

Contracts ☐ Constructions (100) ☐ Debt Collection (110) ☒ Employment (120) ☐ General (130) ☐ Breach of Contract (140) ☐ Other (199)	Torts - Professional Malpractice ☐ Dental Malpractice (200) ☐ Legal Malpractice (210) ☐ Medical Malpractice (220) Previous Notice of Intent Case # 20-CP- ☐ Notice/ File Med Mal (230) ☐ Other (299)	Torts - Personal Injury ☐ Assault/Slander/Libel (300) ☐ Conversion (310) ☐ Motor Vehicle Accident (320) ☐ Premises Liability (330) ☐ Products Liability (340) ☐ Personal Injury (350) ☐ Wrongful Death (360) ☐ Other (399)	Real Property ☐ Claim & Delivery (400) ☐ Condemnation (410) ☐ Foreclosure (420) ☐ Mechanic's Lien (430) ☐ Partition (440) ☐ Possession (450) ☐ Building Code Violation (460) ☐ Other (499)
Inmate Petitions ☐ PCR (500) ☐ Mandamus (520) ☐ Habeas Corpus (530) ☐ Other (599)	Judgments/Settlements ☐ Death Settlement (700) ☐ Foreign Judgment (710) ☐ Magistrate's Judgment (720) ☐ Minor Settlement (730) ☐ Transcript Judgment (740) ☐ Lis Pendens (750) ☐ Transfer of Structured Settlement Payment Rights Application (760) ☐ Other (799)	Administrative Law/Relief ☐ Reinstate Driver's License (800) ☐ Judicial Review (810) ☐ Relief (820) ☐ Permanent Injunction (830) ☐ Forfeiture-Petition (840) ☐ Forfeiture-Consent Order (850) ☐ Other (899)	Appeals ☐ Arbitration (900) ☐ Magistrate-Civil (910) ☐ Magistrate-Criminal (920) ☐ Municipal (930) ☐ Probate Court (940) ☐ SCDOT (950) ☐ Worker's Comp (960) ☐ Zoning Board (970) ☐ Public Service Commission (990) ☐ Employment Security Comm (991) ☐ Other (999)
Special/Complex /Other ☐ Environmental (600) ☐ Automobile Arb. (610) ☐ Medical (620) ☐ Other (699)	☐ Pharmaceuticals (630) ☐ Unfair Trade Practices (640) ☐ Out-of State Depositions (650) ☐ Motion to Quash Subpoena in an Out-of-County Action (660) ☐ Sexual Predator (610)		

Submitting Party Signature:

PHEOBE A. CLARK

Date: October 22, 2012

Note: Frivolous civil proceedings may be subject to sanctions pursuant to SCRCP, Rule 11, and the South Carolina Frivolous Civil Proceedings Sanctions Act, S.C. Code Ann. §15-36-10 et. seq.

STATE OF SOUTH CAROLINA)
COUNTY OF FLORENCE)

FILED
IN THE COURT OF COMMON PLEAS
TWELFTH JUDICIAL CIRCUIT
2012 NOV 13 PM 11:50
C/A NO. 2012-CP-21-

CONNIE REEL-SHEARIN
CCOP & GS
FLORENCE COUNTY, SC

Angela Parsons,

Plaintiff(s),

vs.

Jane Smith and QHG of South Carolina
d/b/a Carolinas Hospital System,
Community Healthcare Systems d/b/a
Carolinas Hospital System, Carolinas
Hospital System,

Defendant(s).

SUMMONS

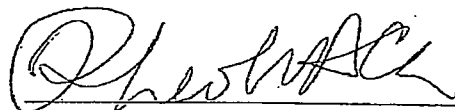
(Jury Trial Demanded)

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Clerk of Court C.P. & G.S.
FLORENCE COUNTY, S.C.

TO: THE DEFENDANT(S) ABOVE NAMED:

YOU ARE HEREBY SUMMONED and required to answer the Complaint herein, a copy of which is herewith served upon you, and to serve a copy of your answer to the said Complaint upon the subscriber, at the address shown below, within thirty (30) days after service hereof, exclusive of the day of such service, and if you fail to answer the Complaint within the time aforesaid, judgment by default will be rendered against you for the relief demanded in the Complaint.

WUKELA LAW FIRM



PHEOBE A. CLARK

S.C. Bar No. 75360

Attorney for the Plaintiff

P. O. Box 13057

Florence, SC 29504-3057

(843) 669-5634 - phone

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October 22, 2012.

STATE OF SOUTH CAROLINA)
COUNTY OF FLORENCE)

FILED
IN THE COURT OF COMMON PLEAS
TWELFTH JUDICIAL CIRCUIT
C/A NO: 2012-CP-21-

Angela Parsons,

Plaintiff,

vs.

Jane Smith and QHG of South Carolina
d/b/a Carolinas Hospital System,
Community Healthcare Systems d/b/a
Carolinas Hospital System, Carolinas
Hospital System,

Defendants.

CONNIE REEL-SHEARIN
COP & GS
FLORENCE COUNTY, SC

**COMPLAINT
(JURY TRIAL DEMANDED)**

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Clerk of Court C.P. & G.S.
FLORENCE COUNTY, S.C.

The Plaintiff, Angela Parsons, by and through her undersigned counsel, hereby makes the following claims and allegations:

1. This is an action in tort, to redress Interference with Economic Relations and Negligent Hiring, Supervision and Retention, and to recover compensatory and punitive damages and attorney's fees and costs.

PARTIES, JURISDICTION AND VENUE

2. Plaintiff, Angela Parsons, is a resident and citizen of the County of Florence, State of South Carolina.
3. Defendant, Carolinas Hospital Systems, is a business established and operating in the County of Florence, State of South Carolina, and all matters complained of in the Complaint occurred as a result of events at Carolinas Hospital System, 805 Pamlico Highway, Florence, South Carolina.

4. QHG of South Carolina, Incorporated is incorporated in South Carolina and believed to be or believed to have been operating and doing business as Carolinas Hospital System during the times complained of in the Complaint.
5. Community Health Care Systems is a corporation believed to be or believed to have been operating or doing business as Carolinas Hospital System during the times complained of in this complaint.
6. This Court has jurisdiction over this action, and this Court is the proper venue for this action.

FACTS

7. During all of the following times complained of in this Complaint, Angela Parsons was employed with Defendants, Carolinas Hospital System, QHG of South Carolina d/b/a Carolinas Hospital System, and Community Healthcare Systems d/b/a Carolinas Hospital System, and was employed as an RN on PRN status, Employee # 250603.
8. Plaintiff was working satisfactorily and received no corrective actions during her employment.
9. When Defendant Jane Smith was appointed Interim Director of Women's Center, Plaintiff was almost immediately accused by Jane Smith of having a problem with Jane Smith's appointment because of Plaintiff's knowledge that Jane Smith was allegedly separated from employment with Defendant Carolinas Hospital System in the past for a HIPPA violation involving Erin Wise, daughter of Women's Center employee, Sharon Wise, seven years prior to her appointment as Interim Director. This incident was allegedly written up by Cheryl Neuner.

10. And, after Defendant Jane Smith's accusation, Defendant Jane Smith gave Plaintiff very few work hours and at times no work hours for the an entire month. Defendant Jane Smith stopped other employees from calling Plaintiff to work and also gave Plaintiff work assignments for which Plaintiff had no training or qualification and no training was offered.
11. Defendant Jane Smith also scheduled her daughter, also working as a PRN like Plaintiff, for many hours while scheduling Plaintiff for little to no hours at all.
12. Plaintiff spoke with Corporate Compliance Officers and her CNO Costa Cockfield, and nothing was done about the behavior.
13. After speaking with Costa Cockfield, Defendant Jane Smith took Plaintiff's name off of the schedule completely.
14. Plaintiff spoke with Corporate Compliance again, and a meeting was scheduled with Costa Cockfield, whom Plaintiff had already complained to before.
15. Plaintiff's benefits were then terminated on August 5, 2011.
16. Defendant Jane Smith signed a Personnel Action Form checking the box in the Termination/Codes Section indicating Plaintiff Resigned effective August 5, 2011 because Plaintiff wanted to work nights, but no nights were available.
17. It is also written on Plaintiff's personnel action form in the Comment Section "PRN – Termination" because Plaintiff did not meet hours worked and failed to accept assignment cross training to post partum.
18. By letter dated August 19, 2011, Jane Smith, RN, acting as Interim Director of Women's Center terminated Plaintiff Angela Parsons because of Plaintiff's alleged "inability to fulfill PRN requirements at this time".

19. Plaintiff attempted to grieve her termination to Tammy Dickerson, Costa Cockfield, and James F. O'Loughlin, CEO of Carolinas Hospital System, all of which relied on what Defendant Jane Smith said without investigation.
20. Defendants continued to uphold the termination of Plaintiff and a final decision was made to uphold the termination in a letter from the CEO of Carolinas Hospital System dated October 6, 2011, stating that Plaintiff was (a) "either unable or unwilling to comply with the requirement as defined in the policy of a minimum of twelve (12) hours over a four week schedule" and (b) refusing to agree to cross training and care for post partum patients.
21. Defendants never provided Plaintiff with any proof that she was in violation of Carolinas Policy which states that a PRN would be terminated only if she failed to work three (3) months.
22. Defendants are aware that Defendant Smith falsified the Personnel Action Form stating Plaintiff resigned effective August 5, 2011, when Defendant Smith sent Plaintiff a termination letter dated August 19, 2011.
23. None of the employees of Defendants ever addressed Plaintiff's claims of being harassed by Jane Smith, by Defendant Jane Smith's actions of intentionally leaving Plaintiff's name off the schedule, stopping people from contacting Plaintiff to come in to work, and assigning Plaintiff to areas of work in which she was not trained.
24. Plaintiff's counsel sent certified letters on November 7, 2011 to Jim O'Loughlin, CEO of Carolinas Hospital System and QHG of South Carolina, Inc.; on November 14, 2011 to Community Healthcare Systems, and on January 17, 2012 to David Weil of Community Healthcare Systems, putting them on formal notice of the actions of

Defendant Jane Smith of falsely accusing Plaintiff on the Personnel Action Form of (a) not meeting hours worked and (b) failing to accept assignment of cross training to Post Partum; and of terminating Plaintiff by letter based on false allegations made by Defendant Jane Smith herself based on a personal dislike for Plaintiff.

25. Defendants were all informed that Defendant Jane Smith was interfering with Plaintiff's job status as a result of Plaintiff's knowledge of past HIPPA violations of Jane Smith during Defendant Smith's previous employment with Defendants Carolinas Hospital System.
26. Defendants were aware of a pattern and practice of extreme and outrageous behavior of Defendant Jane Smith and interference with economic relations, and allowed her to remain employed without termination.
27. Upon information and belief, it is believed that Defendant Jane Smith asked another employee, Patricia Gibson to call the "1-800" hotline for Carolinas to make a complaint, as an employee, against Plaintiff and to allege false allegations, with said allegations being written down for Ms. Gibson by Jane Smith. Patricia Gibson contacted Hal with corporate compliance and Human Resources about this incident and requested individual interviews of all of Defendant Jane Smith's subordinates to reveal her behavior.
28. Upon information and belief, it is believed that Rochelle "Rocky" Taylor also experienced harassment by Defendant Jane Smith.
29. Plaintiff's co-workers witnessed Defendant Jane Smith's pattern and practice of extreme and outrageous behavior and interfering with economic relations when Plaintiff was working satisfactorily, names of which include but are not limited to:

- A. Linda Hopla – witnessed Plaintiff's good work ethic and Defendant Jane Smith's failure to place Plaintiff on the schedule and Defendant Jane Smith's prohibiting her from calling Plaintiff to fill in.
- B. Connie S. Grossick – witnessed Plaintiff's good work ethic and Defendant Jane Smith's prohibiting her from calling Plaintiff to fill in.
- C. Susan Wyatt - witnessed Plaintiff's good work ethic and was employed with Defendant when Jane Smith's name was taken off the work schedule in the past, but returned to the Women's Center working as a director.
- D. Mitzi Melton - was employed with Defendant when Jane Smith's name was taken off the work schedule in the past due to alleged HIPPA violation against a co-worker's daughter but returned to the Women's Center working as a director.
- E. Renee Jeffers – witnessed Plaintiff's good work ethic.
- F. Linda Cannon – witnessed Defendant Jane Smith telling Plaintiff to work in post partum without any training and also was told by Defendant Jane Smith not to call Plaintiff to cover any shifts.
- G. Fran Hyman - witnessed Defendant Jane Smith telling Plaintiff to work in post partum without any training.
- H. Jenny Johnson - witnessed Defendant Jane Smith telling Plaintiff to work in post partum without any training, and completed the schedule during the months when Jane would not allow Plaintiff to be placed on the schedule despite Plaintiff informing Jenny that she wanted to work.

- I. Eydie Lee - witnessed incidents and circumstances surrounding Plaintiff's employment/termination.

**COUNT I - TORTIOUS INTERFERENCE WITH EMPLOYMENT
RELATIONSHIP (AGAINST DEFENDANT JANE SMITH)**

30. Plaintiff incorporates by reference paragraph 1-29 as fully as if set forth herein.
31. Defendant Jane Smith's actions complained above interfered with Plaintiff's employment relationship with Defendants Carolinas Hospital System, QHG of South Carolina d/b/a Carolinas Hospital System and Community Healthcare Systems d/b/a Carolinas Hospital System where she was employed as an RN on PRN status, Employee # 250603, until Defendant Jane Smith's extreme and outrageous conduct resulted in termination.
32. Plaintiff was employed with Defendants Carolinas Hospital System and its parent companies doing business as Carolinas Hospital System and had an expectation of continued employment with said Defendants.
33. Defendant Jane Smith's actions interfered with Plaintiff's expectancy in current and future employment with Defendants Carolinas Hospital System and its parent companies doing business as Carolinas Hospital System as Plaintiff's reputation with Defendants has been defamed and future employment will include reference to this termination.
34. By virtue of the forgoing, Defendants' actions have damaged Plaintiff's reputation in the community and limited her ability to secure future employment.

35. Plaintiff has suffered economic and non-economic damages, including lost past and future wages and benefits, as well as severe emotional distress as a result of the Defendants' actions.

COUNT II – WRONGFUL TERMINATION (AGAINST ALL DEFENDANTS)

36. Plaintiff incorporates by reference paragraph 1-35 as fully as if set forth herein.
37. Defendants all terminated Plaintiff despite knowledge of Defendant Jane Smith's falsification of Personnel Record to indicate Plaintiff resigned August 5, 2011, when Plaintiff never resigned and when Defendant Jane Smith mailed Plaintiff a termination letter dated August 19, 2011.
38. After learning of the interference with economic relations by Jane Smith, and the extreme and outrageous conduct of Jane Smith, Defendants upheld the termination of Plaintiff.
39. Defendant's action of terminating Plaintiff based on a falsified document and with knowledge of tortious acts of Plaintiff's supervisor to cause her termination is wrongful termination in violation of public policy.

**COUNT III - NEGLIGENT TRAINING, RETENTION AND SUPERVISION
(AGAINST Defendants Carolinas Hospital System, QHG of South Carolina
d/b/a Carolinas Hospital System, and Community Healthcare Systems
d/b/a Carolinas Hospital System)**

40. Plaintiff hereby incorporates Paragraphs 1-39 as fully as if set forth herein.
41. Plaintiff was harassed and ultimately terminated because of the outrageous conduct of Jane Smith, conduct which Plaintiff complained of to hospital administration, corporate compliance and the hospital CEO.

42. Despite her notification to all levels of personnel administration, all Defendants failed to operate in a way to protect Plaintiff from interference with economic relations and wrongful termination.
43. Defendants had a duty to exercise ordinary care to hire, properly supervise and train employees with regard to managerial and supervisory and administrative, practices, policies and procedures.
44. Defendant had a duty to not retain employees it knew or reasonably should have known were not suited for particular employment.
45. Defendants breached its duty by failing to exercise ordinary care in the training and supervision of its director of Women's Center employees, hospital administration and corporate compliance responsible for managing employees, investigating complaints within Defendant's hospital.
46. Defendants breached its duty by failing to develop, implement and enforce policies regarding the proper job duties of, as well as supervision and training of, its Women's Center employees, hospital administration and corporate compliance responsible for managing employees, investigating complaints and ensuring the workplace was free of falsification of records, defamation and harassment and are vicariously liable for the acts or omissions of its employees complained thereof.
47. Defendants breached its duty by retaining said employees, individuals it knew or reasonably should have known were not suited for their employment within Defendant's hospital and are vicariously liable for the acts or omissions of its employees complained thereof.

48. As a direct and proximate result of the foregoing acts or omissions, Defendant, through its authorized employees or agents, damaged Plaintiff in that she was terminated, her reputation tarnished and she experienced a loss of employment income, embarrassment, humiliation, and potential future damages as a result of having a termination within her employment history.

WHEREFORE, Plaintiff seeks judgment against the Defendants as follows:

- A. For other actual and punitive damages that might be determined by a jury;
- B. For such other and further relief as might be just and proper.
For an award of reasonable attorney's fees and costs to be determined by the Court; and,
- C. For such other and further relief as might be just and proper.

WUKELA LAW FIRM

By: 

PHEOBE A. CLARK

S.C. Bar No. 75360

Attorney for the Plaintiff

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Phone: (843) 669-5634

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October 22, 2012

STATE OF SOUTH CAROLINA)
COUNTY OF FLORENCE) IN THE COURT OF COMMON PLEAS
TWELFTH JUDICIAL CIRCUIT
C/A NO: 2012-CP-21-3016

Angela Parsons,

Plaintiff,

vs.

Jane Smith and QHG of South Carolina
d/b/a Carolinas Hospital System,
and Carolinas Hospital System,

Defendants.

AMENDED COMPLAINT

(JURY TRIAL DEMANDED)

FILED
2013 FEB 12 PM 3:52
CONNIE REEL-SHEARIN
CLERK OF COURT
FLORENCE COUNTY, SC

The Plaintiff, Angela Parsons, by and through her undersigned counsel, hereby makes the following claims and allegations:

1. This is an action in tort, to redress Interference with Economic Relations and Negligent Hiring, Supervision and Retention, and to recover compensatory and punitive damages and attorney's fees and costs.

PARTIES, JURISDICTION AND VENUE

2. Plaintiff, Angela Parsons, is a resident and citizen of the County of Florence, State of South Carolina.
3. Defendant, Carolinas Hospital Systems, is a business established and operating in the County of Florence, State of South Carolina, and all matters complained of in the Complaint occurred as a result of events at Carolinas Hospital System, 805 Pamlico Highway, Florence, South Carolina.

CERTIFIED: A TRUE COPY

Connie Reel-Shearin

CLERK OF COURT C.P. 021
FLORENCE COUNTY, S.C.

021

4. QHG of South Carolina, Incorporated is incorporated in South Carolina and believed to be or believed to have been operating and doing business as Carolinas Hospital System during the times complained of in the Complaint.
5. Defendant Jane Smith is a resident and citizen of Florence County, South Carolina.
6. This Court has jurisdiction over this action, and this Court is the proper venue for this action.

FACTS

7. During all of the following times complained of in this Complaint, Angela Parsons was employed with Defendants, Carolinas Hospital System, QHG of South Carolina d/b/a Carolinas Hospital System, and was employed as an RN on PRN status, Employee # 250603.
8. Plaintiff was working satisfactorily and received no corrective actions during her employment.
9. When Defendant Jane Smith was appointed Interim Director of Women's Center, Plaintiff was almost immediately accused by Jane Smith of having a problem with Jane Smith's appointment because of Plaintiff's knowledge that Jane Smith was allegedly separated from employment with Defendant Carolinas Hospital System in the past for a HIPPA violation involving Erin Wise, daughter of Women's Center employee, Sharon Wise, seven years prior to her appointment as Interim Director. This incident was allegedly written up by Cheryl Neuner.
10. And, after Defendant Jane Smith's accusation, Defendant Jane Smith gave Plaintiff very few work hours, and at times, no work hours for the an entire month. Defendant Jane Smith stopped other employees from calling Plaintiff to work and also gave

Plaintiff work assignments for which Plaintiff had no training or qualification and no training was offered.

11. Defendant Jane Smith also scheduled her daughter, also working as a PRN like Plaintiff, for many hours while scheduling Plaintiff for little to no hours at all.
12. Plaintiff spoke with Corporate Compliance Officers and her CNO Costa Cockfield, and nothing was done about the behavior.
13. After speaking with Costa Cockfield, Defendant Jane Smith took Plaintiff's name off of the schedule completely.
14. Plaintiff spoke with Corporate Compliance again, and a meeting was scheduled with Costa Cockfield, whom Plaintiff had already complained to before.
15. Plaintiff's benefits were then terminated on August 5, 2011.
16. Defendant Jane Smith signed a Personnel Action Form checking the box in the Termination/Codes Section indicating Plaintiff Resigned effective August 5, 2011 because Plaintiff wanted to work nights, but no nights were available.
17. It is also written on Plaintiff's personnel action form in the Comment Section "PRN – Termination" because Plaintiff did not meet hours worked and failed to accept assignment cross training to post partum.
18. By letter dated August 19, 2011, Jane Smith, RN, acting as Interim Director of Women's Center, terminated Plaintiff Angela Parsons because of Plaintiff's alleged "inability to fulfill PRN requirements at this time".
19. Plaintiff attempted to grieve her termination to Tammy Dickerson, Costa Cockfield, and James F. O'Loughlin, CEO of Carolinas Hospital System, all of which relied on what Defendant Jane Smith said without investigation.

20. Defendants continued to uphold the termination of Plaintiff and a final decision was made to uphold the termination in a letter from the CEO of Carolinas Hospital System dated October 6, 2011, stating that Plaintiff was (a) "either unable or unwilling to comply with the requirement as defined in the policy of a minimum of twelve (12) hours over a four week schedule" and (b) refusing to agree to cross training and care for post partum patients.
21. Defendants never provided Plaintiff with any proof that she was in violation of Carolinas Policy which states that a PRN would be terminated only if she failed to work three (3) months.
22. Defendants are aware that Defendant Smith falsified the Personnel Action Form stating Plaintiff resigned effective August 5, 2011, when Defendant Smith sent Plaintiff a termination letter dated August 19, 2011.
23. None of the employees of Defendants ever addressed Plaintiff's claims of being harassed by Jane Smith, by Defendant Jane Smith's actions of intentionally leaving Plaintiff's name off the schedule, stopping people from contacting Plaintiff to come in to work, and assigning Plaintiff to areas of work in which she was not trained.
24. Plaintiff's counsel sent certified letters on November 7, 2011 to Jim O'Loughlin, CEO of Carolinas Hospital System and QHG of South Carolina, Inc.; on November 14, 2011 to Community Healthcare Systems, and on January 17, 2012 to David Weil of Community Healthcare Systems, putting them on formal notice of the actions of Defendant Jane Smith of falsely accusing Plaintiff on the Personnel Action Form of (a) not meeting hours worked and (b) failing to accept assignment of cross training

to Post Partum; and of terminating Plaintiff by letter based on false allegations made by Defendant Jane Smith herself based on a personal dislike for Plaintiff.

25. Defendants were all informed that Defendant Jane Smith was interfering with Plaintiff's job status as a result of Plaintiff's knowledge of past HIPPA violations of Jane Smith during Defendant Smith's previous employment with Defendants Carolinas Hospital System.
26. Defendants were aware of a pattern and practice of extreme and outrageous behavior of Defendant Jane Smith and interference with economic relations, and allowed her to remain employed without termination.
27. Upon information and belief, it is believed that Defendant Jane Smith asked another employee, Patricia Gibson to call the "1-800" hotline for Carolinas to make a complaint, as an employee, against Plaintiff and to allege false allegations, with said allegations being written down for Ms. Gibson by Jane Smith. Patricia Gibson contacted Hal with corporate compliance and Human Resources about this incident and requested individual interviews of all of Defendant Jane Smith's subordinates to reveal her behavior.
28. Upon information and belief, it is believed that Rochelle "Rocky" Taylor also experienced harassment by Defendant Jane Smith.
29. Plaintiff's co-workers witnessed Defendant Jane Smith's pattern and practice of extreme and outrageous behavior and interfering with economic relations when Plaintiff was working satisfactorily, names of which include but are not limited to:

- A. Linda Hopla – witnessed Plaintiff's good work ethic and Defendant Jane Smith's failure to place Plaintiff on the schedule and Defendant Jane Smith's prohibiting her from calling Plaintiff to fill in.
- B. Connie S. Grossick – witnessed Plaintiff's good work ethic and Defendant Jane Smith's prohibiting her from calling Plaintiff to fill in.
- C. Susan Wyatt - witnessed Plaintiff's good work ethic and was employed with Defendant when Jane Smith's name was taken off the work schedule in the past, but returned to the Women's Center working as a director.
- D. Mitzi Melton - was employed with Defendant when Jane Smith's name was taken off the work schedule in the past due to alleged HIPPA violation against a co-worker's daughter but returned to the Women's Center working as a director.
- E. Renee Jeffers – witnessed Plaintiff's good work ethic.
- F. Linda Cannon – witnessed Defendant Jane Smith telling Plaintiff to work in post partum without any training and also was told by Defendant Jane Smith not to call Plaintiff to cover any shifts.
- G. Fran Hyman - witnessed Defendant Jane Smith telling Plaintiff to work in post partum without any training.
- H. Jenny Johnson - witnessed Defendant Jane Smith telling Plaintiff to work in post partum without any training, and completed the schedule during the months when Jane would not allow Plaintiff to be placed on the schedule despite Plaintiff informing Jenny that she wanted to work.

- I. Eydie Lee - witnessed incidents and circumstances surrounding Plaintiff's employment/termination.

**COUNT I - TORTIOUS INTERFERENCE WITH EMPLOYMENT
RELATIONSHIP (AGAINST DEFENDANT JANE SMITH)**

30. Plaintiff incorporates by reference paragraph 1-29 as fully as if set forth herein.
31. Defendant Jane Smith's actions complained above interfered with Plaintiff's employment relationship with Defendants Carolinas Hospital System, QHG of South Carolina d/b/a Carolinas Hospital System where she was employed as an RN on PRN status, Employee # 250603, until Defendant Jane Smith's extreme and outrageous conduct resulted in termination.
32. Plaintiff was employed with Defendant Carolinas Hospital System and its parent companies doing business as Carolinas Hospital System and had an expectation of continued employment with said Defendants.
33. Defendant Jane Smith's actions interfered with Plaintiff's expectancy in current and future employment with Defendants Carolinas Hospital System and its parent companies doing business as Carolinas Hospital System as Plaintiff's reputation with Defendants has been defamed and future employment will include reference to this termination.
34. By virtue of the forgoing, Defendants' actions have damaged Plaintiff's reputation in the community and limited her ability to secure future employment.
35. Plaintiff has suffered economic and non-economic damages, including lost past and future wages and benefits, as well as severe emotional distress as a result of the Defendants' actions.

COUNT II - WRONGFUL TERMINATION (AGAINST ALL DEFENDANTS)

36. Plaintiff incorporates by reference paragraph 1-35 as fully as if set forth herein.
37. Defendants all terminated Plaintiff despite knowledge of Defendant Jane Smith's falsification of Personnel Record to indicate Plaintiff resigned August 5, 2011, when Plaintiff never resigned and when Defendant Jane Smith mailed Plaintiff a termination letter dated August 19, 2011.
38. After learning of the interference with economic relations by Jane Smith, and the extreme and outrageous conduct of Jane Smith, Defendants upheld the termination of Plaintiff.
39. Defendant's action of terminating Plaintiff based on a falsified document and with knowledge of tortious acts of Plaintiff's supervisor to cause her termination is wrongful termination in violation of public policy.

**COUNT III - NEGLIGENT TRAINING, RETENTION AND SUPERVISION
(AGAINST Defendants Carolinas Hospital System, QHG of South Carolina
d/b/a Carolinas Hospital System)**

40. Plaintiff hereby incorporates Paragraphs 1-39 as fully as if set forth herein.
41. Plaintiff was harassed and ultimately terminated because of the outrageous conduct of Jane Smith, conduct which Plaintiff complained of to hospital administration, corporate compliance and the hospital CEO.
42. Despite her notification to all levels of personnel administration, all Defendants failed to operate in a way to protect Plaintiff from interference with economic relations and wrongful termination.

43. Defendants had a duty to exercise ordinary care to hire, properly supervise and train employees with regard to managerial and supervisory and administrative, practices, policies and procedures.
44. Defendant had a duty to not retain employees it knew or reasonably should have known were not suited for particular employment.
45. Defendants breached its duty by failing to exercise ordinary care in the training and supervision of its director of Women's Center employees, hospital administration and corporate compliance responsible for managing employees, investigating complaints within Defendant's hospital.
46. Defendants breached its duty by failing to develop, implement and enforce policies regarding the proper job duties of, as well as supervision and training of, its Women's Center employees, hospital administration and corporate compliance responsible for managing employees, investigating complaints and ensuring the workplace was free of falsification of records, defamation and harassment and are vicariously liable for the acts or omissions of its employees complained thereof.
47. Defendants breached its duty by retaining said employees, individuals it knew or reasonably should have known were not suited for their employment within Defendant's hospital and are vicariously liable for the acts or omissions of its employees complained thereof.
48. As a direct and proximate result of the foregoing acts or omissions, Defendant, through its authorized employees or agents, damaged Plaintiff in that she was terminated, her reputation tarnished and she experienced a loss of employment

income, embarrassment, humiliation, and potential future damages as a result of having a termination within her employment history.

WHEREFORE, Plaintiff seeks judgment against the Defendants as follows:

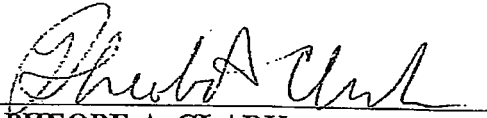
A. For other actual and punitive damages that might be determined by a jury;

B. For such other and further relief as might be just and proper.

For an award of reasonable attorney's fees and costs to be determined by the Court; and,

C. For such other and further relief as might be just and proper.

WUKELA LAW FIRM

By: 

PHEOBE A. CLARK

S.C. Bar No. 75360

Attorney for the Plaintiff

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Fax: (843) 669-5150

February 12, 2013

STATE OF SOUTH CAROLINA
COUNTY OF FLORENCE

) IN THE COURT OF COMMON PLEAS
) TWELFTH JUDICIAL CIRCUIT
) CIVIL ACTION NO.: 2012-CP-21-3016

Angela Parsons,

Plaintiff,

v.

Jane Smith, QHG of South Carolina d/b/a Carolinas
Hospital System, and Carolinas
Hospital System,

Defendants.

ANSWER TO THE PLAINTIFF'S
AMENDED COMPLAINT

TO: PHOEBE CLARK, ESQUIRE, ATTORNEY FOR THE PLAINTIFF:

COMES NOW the Defendants, Jane Smith, QHG of South Carolina d/b/a Carolinas Hospital System, and Carolinas Hospital System, subject to the Motion to Dismiss filed concurrently herewith, by and through their undersigned counsel, and in response to the Amended Complaint of the Plaintiff Angela Parsons, would allege unto this Honorable Court as follows:

1. The Defendants deny each and every allegation contained in the Plaintiff's Amended Complaint not specifically admitted herein.

2. Paragraph 1 of the Plaintiff's Amended Complaint is a recitation of the types of causes of action brought and requires no response from the Defendants. To the extent a response is required, these Defendants deny the same.

AS TO PARTIES JURISDICTION AND VENUE:

3. The Defendants are without sufficient knowledge or information to either admit or deny the allegations contained in Paragraph 2 of the Plaintiff's Amended Complaint and, therefore, deny the same.

4. In response to Paragraph 3 of the Plaintiff's Amended Complaint, Defendant Carolinas Hospital System admits only that Carolinas Hospital System is operating conducting business in Florence County, South Carolina at the times alleged in the Plaintiff's Amended Complaint. The correct name of this entity is QHG of South Carolina, Inc. d/b/a Carolinas Hospital System. The Defendants deny any and all remaining and inconsistent allegations contained in Paragraph 3 of the Plaintiff's Amended Complaint and demand strict proof thereof.

5. In response to Paragraph 4 of the Plaintiff's Amended Complaint, Defendant QHG of South Carolina, Inc. d/b/a Carolinas Hospital System admits only that QHG of South Carolina, Inc. d/b/a Carolinas Hospital System is a duly organized corporation operating and existing under the laws of South Carolina and conducting business in Florence County, South Carolina at the times alleged in the Plaintiff's Amended Complaint. The Defendants deny any and all remaining and inconsistent allegations contained in said paragraph and demand strict proof thereof.

6. In response to Paragraph 5 of the Plaintiff's Amended Complaint, Defendant Jane Smith admits only that she is a resident and citizen of the county of Florence, South Carolina. The Defendants deny any and all remaining and inconsistent allegations contained in said paragraph and demand strict proof thereof.

7. Paragraph 6 of the Plaintiff's Amended Complaint states conclusions of law to which no response is required. To the extent a response is required the Defendants deny the same.

AS TO FACTS:

8. In response to Paragraph 7 of the Plaintiff's Amended Complaint, the Defendants admit only that Angela Parsons was employed with Carolinas Hospital System on a PRN status beginning in March 2011. The Defendants deny any and all remaining and inconsistent allegations contained in said paragraph.

9. The Defendants deny the allegations contained in Paragraph 8 of the Plaintiff's Amended Complaint.

10. In response to Paragraph 9 of the Plaintiff's Amended Complaint, the Defendants admit only that Defendant Jane Smith was appointed interim director of the Women's Center. The Defendants deny any and all remaining and inconsistent allegations contained in said paragraph and demand strict proof thereof.

11. The Defendants deny the allegations contained in Paragraphs 10, 11, 12, 13, 14, 15 and 16 of the Plaintiff's Amended Complaint.

12. In response to Paragraph 17 of the Plaintiff's Amended Complaint, the Defendants admit that the Defendants documented actions on a personnel action form and the document speaks for itself. The Defendants deny any remaining and inconsistent allegations contained in Paragraph 17 of the Plaintiff's Amended Complaint.

13. In response to Paragraph 18 of the Plaintiff's Amended Complaint, the Defendants admit only that Defendant Jane Smith signed a letter addressed to Plaintiff Angela Parsons dated August 19, 2011. Said letter speaks for itself. The Defendants deny any and all remaining and inconsistent allegations contained in Paragraph 18 of the Plaintiff's Amended Complaint.

14. The Defendants deny the allegations contained in Paragraph 19 of the Plaintiff's Amended Complaint.

15. In response to Paragraph 20 of the Plaintiff's Amended Complaint, the Defendants admit only that a letter dated October 6, 2011, was addressed to the Plaintiff by the CEO of Carolinas Hospital System. Said letter speaks for itself. The Defendants deny any and all remaining and inconsistent allegations contained in said paragraph.

16. The Defendants deny the allegations contained in Paragraphs 21, 22, and 23 of the Plaintiff's Amended Complaint.

17. In response to Paragraph 24 of the Plaintiff's Amended Complaint, the Defendants admit only that Plaintiff's counsel addressed certified letters to Jim O'Loughlin, CEO of Carolinas Hospital System and QHG of South Carolina, Inc., on November 7, 2011, to Community Healthcare Systems on November 14, 2011, and to David Weil of Community Healthcare Systems on January 17, 2012. The Defendants deny any and all remaining and inconsistent allegations contained in said paragraph.

18. The Defendants deny the allegations contained in Paragraphs 25, 26, 27, and 28 of the Plaintiff's Amended Complaint.

19. The Defendants deny the allegations contained in Paragraph 29, including subparts (a) through (i) of the Plaintiff's Amended Complaint and, therefore, deny the same.

**AS TO COUNT I – TORTIOUS INTERFERENCE WITH EMPLOYMENT
RELATIONSHIP (AGAINST DEFENDANT JANE SMITH)**

20. In response to Paragraph 30 of the Plaintiff's Amended Complaint, the Defendants incorporate by reference all previous paragraphs as if fully set forth herein verbatim.

21. The Defendants deny the allegations contained in Paragraphs 31, 32, 33, 34, and 35 of the Plaintiff's Amended Complaint.

AS TO COUNT II – WRONGFUL TERMINATION (AGAINST ALL DEFENDANTS)

22. In response to Paragraph 36 of the Plaintiff's Amended Complaint, the Defendants incorporate by reference all previous paragraphs as if fully set forth herein verbatim.

23. The Defendants deny the allegations contained in Paragraphs 37, 38, and 39 of the Plaintiff's Amended Complaint.

AS TO COUNT III – NEGLIGENT TRAINING, RETENTION, AND SUPERVISION
(AGAINST DEFENDANTS CAROLINAS HOSPITAL SYSTEM, OHG OF SOUTH
CAROLINA d/b/a CAROLINAS HOSPITAL SYSTEM)

24. In response to Paragraph 40 of the Plaintiff's Amended Complaint, the Defendants hereby incorporate by reference all previous paragraphs as if fully set forth herein verbatim.

25. The Defendants deny the allegations contained in Paragraphs 41, 42, 43, 44, 45, 46, 47, and 48 of the Plaintiff's Amended Complaint.

26. The Defendants deny any and all remaining allegations contained in the Plaintiff's Amended Complaint, including, but not limited to, the Plaintiff's prayer for relief.

FURTHER ANSWERING AND AS AN AFFIRMATIVE DEFENSE
(Failure to State a Claim)

27. The Plaintiff's Amended Complaint fails to state a claim upon which relief can be granted.

FURTHER ANSWERING AND AS AN AFFIRMATIVE DEFENSE
(Employment at Will)

28. The Plaintiff's claims are barred against the Defendants by the doctrine of employment at will.

FURTHER ANSWERING AND AS AN AFFIRMATIVE DEFENSE
(Conditional Privilege)

29. The Plaintiff's causes of action against the Defendants are barred by the doctrine of conditional privilege.

FURTHER ANSWERING AND AS AN AFFIRMATIVE DEFENSE
(Qualified Privilege)

30. The Plaintiff's causes of action against the Defendants are barred by the doctrine of qualified privilege.

FURTHER ANSWERING AND AS AN AFFIRMATIVE DEFENSE
(Sole Negligence)

31. That, upon information and belief, whatever injuries and damages, if any, which may have existed by the Plaintiff, as described in the Amended Complaint, is due solely to, and caused wholly by, and was a direct and proximate result of the negligence, carelessness and recklessness of the Plaintiff, so far as to bar Plaintiff's recovery against the Defendants.

FURTHER ANSWERING AND AS AN AFFIRMATIVE DEFENSE
(Comparative Negligence)

32. That, upon information and belief, even if Defendants were negligent as described in the Amended Complaint, which is specifically denied, the Plaintiff's alleged injuries and damages, if any, resulted from, or were due to the negligence of the Plaintiff, which combined and concurred with any negligence on the part of the Defendants, which is specifically denied, to bring about the said damages, if any, as a proximate cause thereof and without which the same would not have occurred.

FURTHER ANSWERING AND AS AN AFFIRMATIVE DEFENSE
(No Proximate Cause)

33. That, even if the Defendants were negligent, as alleged in the Amended Complaint, which is specifically denied, the negligence of or attributable to Defendants is not a direct or proximate cause of any injury alleged by the Plaintiff and, therefore, the Defendants are not liable for any damages allegedly sustained by the Plaintiff.

FURTHER ANSWERING AND AS AN AFFIRMATIVE DEFENSE
(Punitive Damages - Unconstitutional)

34. That any award or assessment of punitive damages as prayed for by the Plaintiff would violate the Defendants' constitutional rights under the Fifth, Sixth, Eighth, and Fourteenth

Amendments of the United States Constitution and the comparable provisions of the South Carolina Constitution.

FURTHER ANSWERING AND AS AN AFFIRMATIVE DEFENSE

(Assumption of Risk)

35. The Plaintiff's Claims are barred based upon Plaintiff's express and implied assumption of the risks inherent within her employment.

FURTHER ANSWERING AND AS AN AFFIRMATIVE DEFENSE

(Good Faith and Reasonable Manner)

36. At all times relevant to the allegations contained in the Plaintiff's Amended Complaint, the Defendants acted in good faith and in a reasonable manner. Consequently, the Defendants are not liable for any damages allegedly sustained by the Plaintiff.

FURTHER ANSWERING AND AS AN AFFIRMATIVE DEFENSE

(Lack of Malice)

37. At all times relevant to the Plaintiff's Amended Complaint, the Defendants acted reasonably and with due care. The Defendants did not act with malice, reckless indifference, wantonly, or with willful indifference toward Plaintiff.

FURTHER ANSWERING AND AS AN AFFIRMATIVE DEFENSE

(Failure to Mitigate Damages)

38. The Plaintiff failed to mitigate any alleged damages caused by any alleged negligence committed by the Defendants, which negligence Defendants specifically deny.

FURTHER ANSWERING AND AS AN AFFIRMATIVE DEFENSE

(Reservation and Non-Waiver)

39. The Defendants reserve any additional affirmative defenses as may be revealed or become available to them during the course of their investigation and/or discovery in the case and as consistent with the South Carolina Rules of Civil Procedure.

WHEREFORE, having fully responded to Plaintiff's Amended Complaint herein, the Defendants pray that the Plaintiff's Amended Complaint be dismissed, with prejudice and without costs to the Defendants, and for such other relief as the Court may deem proper.

HALL BOOTH SMITH, P.C.



Shawn T. Pinkston, Esq.
Elizabeth Schwartz Corn, Esq.
40 Calhoun Street, Suite 550
Charleston, SC 29401
Phone: (843) 720-3460
Fax: (843) 720-3458
Email: spinkston@hallboothsmith.com
ecorn@hallboothsmith.com

Attorneys for Defendants

March 7, 2013
Charleston, South Carolina

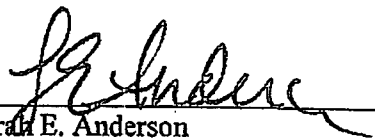
CERTIFICATE OF SERVICE

The undersigned hereby certifies that on the 7th day of March, 2013, a true copy of
ANSWER TO THE PLAINTIFF'S AMENDED COMPLAINT was served upon counsel by
mailing a copy properly addressed with sufficient postage affixed thereto as follows:

Phoebe Clark, Esq.
Wukela Law Firm
P.O. Box 13057
Florence, SC 29504-3057

Attorney for the Plaintiff

By:


Sarah E. Anderson
Hall Booth Smith, P.C.
40 Calhoun Street, Suite 550
Charleston, SC 29401
Phone: (843) 720-3460
Fax: (843) 720-3458
Email: sanderson@hallboothsmith.com

*Legal Assistant to Shawn Pinkston
and Elizabeth Schwartz Corn*

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF FLORENCE) TWELFTH JUDICIAL CIRCUIT
CIVIL ACTION NO.: 2012-CP-21-3016

Angela Parsons,

Plaintiff,

v.

Jane Smith, QHG of South Carolina d/b/a
Carolinas Hospital System, and Carolinas,
Hospital System,

Defendants.

MOTION TO DISMISS

TO: PHOEBE CLARK, ESQUIRE, ATTORNEY TO THE PLAINTIFF:

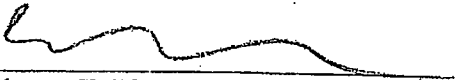
Pursuant to S.C.R.C.P. 12(b)(6), the Defendants move this Court for an Order dismissing with prejudice all claims against them. As grounds for this Motion, the Defendants would show that the Plaintiff's Amended Complaint fails to state a claim upon which relief may be granted.

Defendants' Motion is based upon the South Carolina Rules of Civil Procedure, upon the common and statutory laws of South Carolina, and upon any Memorandum of Law filed in support prior to the Motion being called for hearing, and such other and further argument or information as may be properly presented to the Court.

Upon these grounds, the Defendants move the Court to dismiss Plaintiff's Amended Complaint in its entirety pursuant to Rule 12(b)(6) of the South Carolina Rules of Civil Procedure for failure to state facts sufficient to constitute a cause of action.

[signature to follow]

HALL BOOTH SMITH, P.C.


Shawn T. Pinkston, Esq.
Elizabeth Schwartz Corn, Esq.
40 Calhoun Street, Suite 550
Charleston, SC 29401
Phone: (843) 720-3460
Fax: (843) 720-3458
Email: spinkston@hallboothsmith.com
ecorn@hallboothsmith.com

Attorney for the Defendants

March 7, 2013
Charleston, South Carolina

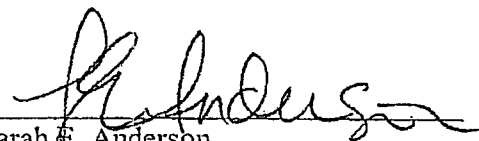
CERTIFICATE OF SERVICE

The undersigned hereby certifies that on the 7th day of March, 2013, a true copy of **MOTION TO DISMISS** was served upon counsel by mailing a copy properly addressed with sufficient postage affixed thereto as follows:

Phoebe Clark, Esq.
Wukela Law Firm
P.O. Box 13057
Florence, SC 29504-3057

Attorney for the Plaintiff

By:


Sarah E. Anderson
Hall Booth Smith, P.C.
40 Calhoun Street, Suite 550
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Email: sanderson@hallboothsmith.com

*Legal Assistant to Shawn Pinkston
and Elizabeth Schwartz Corn*

STATE OF SOUTH CAROLINA
COUNTY OF FLORENCE

) IN THE COURT OF COMMON PLEAS
) TWELFTH JUDICIAL CIRCUIT
) CIVIL ACTION NO.: 2012-CP-21-3016

Angela Parsons,

Plaintiff,

v.

Jane Smith, QHG of South Carolina d/b/a
Carolinas Hospital System, and Carolinas,
Hospital System,

Defendants.

**MEMORANDUM IN SUPPORT OF
DEFENDANTS' MOTION TO DISMISS**

TO: PHOEBE CLARK, ESQUIRE, ATTORNEY TO THE PLAINTIFF:

COMES NOW, Jane Smith, QHG of South Carolina d/b/a Carolinas Hospital System, and Carolinas Hospital System, Defendants in the above-styled civil action, and hereby file this Brief in Support of Defendants' Motion to Dismiss, stating as follows:

I. STATEMENT OF FACTS

Plaintiff, Angela Parsons ("Parsons"), filed her Amended Complaint ("Complaint") on February 12, 2013. In the Complaint, Plaintiff alleges three claims for which she seeks damages. The claims are interference with economic relations, wrongful termination, and negligent hiring, supervision and retention. (Complaint, Count I, II and III.)

Parsons was a registered nurse working on a PRN basis at QHG of South Carolina d/b/a Carolinas Hospital System ("Hospital"). (Complaint, ¶ 7.) She worked in the Women's Center at the Hospital. Defendant Jane Smith ("Smith") was the Director of the Women's Center. (Complaint, ¶ 9.)

Parsons alleges that Smith gave her very few work hours, and at times, no work hours for an entire month. (Complaint, ¶ 10.) Smith allegedly also stopped other employees from calling

Parsons, and requesting that she work for them. (Id.) Smith supposedly gave Parsons work assignments for which Parsons was not trained or qualified, and no training was offered. (Id.)

Parsons complained to Corporate Compliance Officers, and Chief Nursing Officer Costa Cockfield about Smith's behavior. (Complaint, ¶ 12.) They did not act on Parsons complaints. (Id.)

Parsons was then terminated effective August 5, 2011. (Complaint, ¶ 15.) In a letter to Parsons dated August 19, 2011, Smith stated that Parsons was terminated because of Parsons', "inability to fulfill PRN requirements at this time." (Complaint, ¶ 18.) Parsons filed a grievance, but her termination was upheld. (Complaint, ¶ 19, 20.)

Parsons alleges the Hospital was aware of Smith's pattern and practice of extreme and outrageous behavior and interference with economic relations, yet she was allowed to remain employed. (Complaint, ¶ 26.) Parsons states she had an expectation of continued employment at the Hospital. Smith's actions allegedly interfered with Parsons' expectancy in current and future employment with the Hospital and its parent companies. (Complaint, ¶ 33.)

Parsons next claims she was wrongfully terminated. She alleges that the Hospital knew Smith falsified Parsons' personnel record to indicate she had resigned. (Complaint, ¶ 37.) The Hospital also knew of Smith's extreme and outrageous conduct, and her interference with economic relations. (Complaint, ¶ 38.) The Hospital upheld Parsons' termination, despite this knowledge of Smith's actions. (Complaint, ¶ 38.) Parsons claims this constituted wrongful termination in violation of public policy. (Complaint, ¶ 39.)

Lastly, Parsons claims the retention of Smith by the Hospital, was a breach of the Hospital's duty to exercise ordinary care in the hiring, training and supervision of Smith, and the employees responsible for overseeing Smith. (Complaint, ¶ 46, 47.)

II. ARGUMENT AND CITATION OF AUTHORITY

A. **Standard of Review**

The Defendants recognize when a motion to dismiss states that a plaintiff's complaint fails to state a cause of action, the complaint is construed in favor of the plaintiff. Todd v. South Carolina Farm Bureau Mutual Insurance Company, 276 S.C. 284, 288 (1981), on remand at 283 S.C. 155 (1984), quashed in part on other grounds, 287 S.C. 190 (1985). Turner v. ABC Jalousie Company of North Carolina, Inc., 251 S.C. 92, 95 (1968). The complaint will be allowed if the facts and reasonable inferences from the facts entitle plaintiff to relief on any theory of the case. Id.

B. **Parsons Was An At-Will Employee And Could Be Terminated For A Good Reason, A Bad Reason Or No Reason At All.**

Parsons states in her Complaint that she worked at the Hospital as a PRN nurse. PRN is an acronym for the Latin term *pro re nata*, which means "as circumstance may require" or "as necessary." Taber's Cyclopedic Medical Dictionary, 1562 (Clayton L. Thomas, ed., 18th ed. 1993). Parsons does not allege that she had an employment contract for a definite period. No interpretation of her Complaint could be construed to claim a right, expectation or entitlement to current or future employment. Parsons was a quintessential at-will employee.

South Carolina has long recognized the doctrine of employment at-will. Prescott v. Farmer's Telephone Cooperative, Inc., 335 S.C. 330, 334 (1999). At-will employment may be terminated by the employer or employee at any time, for any reason or for no reason. Id., Culler v. Blue Ridge Elec. Coop., Inc., 309 S.C. 243, 245 (1992) (doctrine of employment at-will in its pure form allows an employer to discharge an employee for a good reason, no reason or a bad reason without incurring liability). "The termination of an at-will employee normally does not give rise to a cause of action for breach of contract." Prescott, supra at 334-335.

Under the facts alleged by Plaintiff in her Complaint, she was an at-will employee who could be terminated for any reason, even if she believes the reason to be a bad one. In view of the applicability of the employment at-will doctrine, Plaintiff seeks to avoid its dictates by claiming that her termination was in violation of public policy.

In Ludwick v. This Minute of Carolina, Inc., 287 S.C. 219, 224-225 (1985), the Supreme Court recognized a public policy exception to the doctrine of employment at-will. Ludwick received a lawful subpoena to appear before the South Carolina Employment Security Commission. Her employer advised her that she would be fired if she obeyed the subpoena. Ludwick obeyed the subpoena, and she was fired.

The Court noted that Ludwick had been faced with the dilemma of choosing between saving her job, and obeying the law by complying with the subpoena. The Court found that, "[T]he public policy exception is invoked when an employer requires an at-will employee, as a condition of retaining employment, to violate the law." Id. at 225.

The public policy exception applies in cases when an employer requires an employee to violate the law, or the reason for the employee's termination was itself a violation of criminal law. Lawson v. South Carolina Department of Corrections, 340 S.C. 346, 350 (2000). The discharge must be a violation of a clear mandate of public policy, in order to qualify for the public policy exception to the termination at-will doctrine. Culler v. Blue Ridge Electric Coop. Inc., supra at 245-246.

In the present case, there is no interpretation of the facts alleged in Plaintiff's Complaint that would constitute a discharge in "violation of a clear mandate of public policy." Plaintiff simply states she does not like the reason she was fired. Plaintiff was not asked to violate the law. She was not asked to choose between keeping her job, and obeying the law. Plaintiff fails

to point to any public policy, much less a "clear mandate of public policy" that was violated by her termination. Human resource decisions, such as maintaining Jane Smith as an employee, and overruling Parsons' grievance, do not violate public policy.

Plaintiff's Complaint uses the term "public policy" as a cloak to justify a lawsuit which is nothing more than a request that the Court act as a super human resources department to second guess the Hospital's decision to terminate Plaintiff's PRN status. Since the termination of Parsons did not violate any public policy, the public policy exception to the employment at-will doctrine does not apply.

The present case is similar to Gause v. Doe, 317 S.C. 39 (Ct. App. 1994), and Anthony v. The Atlantic Group, 2012 U.S. Dist. LEXIS 162710 (D.S.C. 2012). In Gause, the plaintiff was a police officer with the Myrtle Beach Police Department. He was terminated after a woman accused him of sexual assault. One of Gause's claims was that the Myrtle Beach Police Department was negligent because it failed to adequately investigate the allegations, and assumed Gause was guilty based solely on the woman's allegations. The Myrtle Beach Police Department then failed to reconsider the termination after a Grand Jury refused to indict him. The Court of Appeals upheld the dismissal of this claim. It ruled that Gause did not show that the Myrtle Beach Police Department owed him a duty to do, or not do, any of the things alleged. Gause, supra at 42. "[H]is complaint does not allege he was anything other than an at-will employee who could be terminated at any time, for any reason, or for no reason at all, irrespective of any inadequate investigations, false assumptions, or failures to reevaluate on the part of the employer." Id.

In Anthony, supra, the plaintiffs alleged that the employer had a duty to treat the plaintiffs "in accordance with its published documents", including the employee handbook,

employment application, and a Certificate of Per Diem Eligibility. The employer denied that it owed a duty to the at-will employees. The court dismissed plaintiff's claim of negligence, stating:

Because DZ Atlantic owed no duty to conduct adequate investigations as to its employees due to the at-will nature of the employment relationship, plaintiffs cannot prevail on their termination claims. DZ Atlantic owed its employees no duty to conduct a proper investigation, such that it is immaterial whether the investigation was based on inaccurate data, whether plaintiffs were given an opportunity to clear up any misunderstandings about their residences or their per diem eligibility, or whether plaintiffs were fired based on ineligibility or failure to participate in the investigation.

In the present case, all of Plaintiff's claims arise out of the Hospital's alleged failure to investigate Smith's actions, supervise Smith, or otherwise control her behavior. Gause and Anthony both tell us that the Hospital did not have a duty to do any of these things, and their failure to do so, does not change the fact that Parsons was an at-will employee who could be terminated for a good reason, no reason, or a bad reason.

C. Smith's Actions Could Not Legally Constitute Interference With Economic Relations.

Parsons claims Smith's actions interfered with her expectation of current and future employment with the Hospital. This is not a legally cognizable claim for two reasons. First, Parsons did not have an expectation of current or future employment at the Hospital. As a PRN employee, she worked only on an "as needed" basis. Parsons was not a full time, or even a part-time employee. She was asked to work only if there was a need for her. The very definition of Parsons' status lacks any requirement or obligation that the Hospital ever have her work a single shift. There is not a legal obligation, requirement or duty to have Parsons work at the Hospital. Parsons was as "at-will", as an employee can get. Just as an employer can terminate an at-will

employee for no reason, a good reason or a bad reason, the Hospital can decide not to provide work to Parsons for any reason, no reason, a good reason, or a bad reason.

Parsons' claim that Smith intentionally interfered with her employment relationship also legally fails because Smith was a party to the employment relationship. Only a third party, who is not a party to the employment relationship, may legally be liable for interference with the relationship. Dutch Fork Development Group II, LLC v. SEL Properties, LLC, 2002 SC LEXIS 321, *11 (2012) (a claim for tortious interference with a contract cannot be made against one who is a party to the contract at issue). This issue has been squarely addressed in the employment context.

In Ross v. The Life Insurance Company of Virginia, 273 S.C. 764 (1979), the employee alleged that the employer conspired with others to terminate his employment with the employer, and tortuously interfered with their contractual relations. The employer demurred on the ground that the complaint failed to state a cause of action.

The Supreme Court affirmed the dismissal of the claims. The court stated that the employee's employment was terminable at the will of either party. It could be terminated at any time for any reason. Therefore, the allegations of conspiracy failed to state a cause of action. Id. at 765. The court also stated that a cause of action for tortious interference with a contract is limited to situations where the "action was brought against third persons rather than parties to the contract." Id. at 766.

In Threlkeld v. Christoph, 280 S.C. 225 (1984), Threlkeld was an employee of Bigelow-Sanford. His supervisors were Christoph and Davis. Threlkeld alleged that Christoph and Davis, individually and as agents of Bigelow-Sanford, intentionally and maliciously harassed him without justification, leading to his involuntary resignation.

The trial court granted a motion for summary judgment filed by Bigelow-Sanford, Christoph and Davis. The court found that Threlkeld's employment was terminable at-will, and that Davis and Christoph were agents of Bigelow-Sanford. They were not third persons so as to allow a cause of action for tortious interference with the employment of Threlkeld by Bigelow-Sanford.

The Court of Appeals affirmed. In citing Ross, supra, the court stated, "[T]he South Carolina Supreme Court reaffirmed settled law that an action for tortious interference protects the property rights of the parties to a contract against unlawful interference by third parties. Therefore, it does not protect a party to a contract from actions of the other party." Id. at 226.

Parsons complains that Smith, the Director of the Women's Center and Parsons' supervisor, failed to place her on the schedule, and told other Hospital employees not to call Parsons to work for them. By Parsons own allegations, Smith was acting as an employee of the Hospital when she allegedly refused to schedule Parsons for work. Since the Hospital, and Smith were parties to the employment relationship with Parsons, they cannot be liable for interference with a relationship to which they are a party. As a result, Parsons' Complaint fails to state a claim of interference with her employment relations.

D. Parsons Claim Of Negligent Hiring, Training And Supervision Also Must Fall Because She Was An At-Will Employee.

Parsons claims that negligent hiring, training and supervision of Smith, led to Parsons being terminated. To recover on a claim of wrongful termination based on negligence, Parsons must show that (1) the employer owed a duty to do or not do any of the things alleged; (2) the employer breached this duty; (3) Parsons was injured; and (4) the employer's breach proximately caused her injuries. See Gause v. Doe, 317 S.C. 39, 42 (Ct. App. 1994). "For negligent conduct to become actionable, it must violate some specific legal duty owed to the plaintiff." Anthony v.

The Atlantic Group, 2012 U.S. Dist. LEXIS 162710, *38 (D.S.C. 2012), quoting Rice v. Sch. Dist. of Fairfield, 317 S.C. 87, 93 (Ct. App. 1994).

As stated previously in this Brief, based on Gause, supra, and Anthony, supra, Parsons could be terminated based upon inaccurate information, or false assumptions, or a failure to curtail Smith's actions. The Hospital did not have a duty to conduct an adequate investigation of Smith's conduct due to the at-will nature of Parsons' employment.

As Parsons was an at-will employee who could be terminated for any reason, the Hospital did not owe her a duty regarding the hiring, training and supervision of Smith, or anyone else at the Hospital. Since the Hospital did not owe a duty to Parsons, she cannot prove the first element of a negligence claim.

III. CONCLUSION

Parsons Complaint comes down to her unhappiness with the Hospital's decision to terminate her PRN status. Since Parsons was an at-will employee, such a decision, even if it was a bad decision, is not actionable. Since the decision itself is not actionable, the factors leading to this decision, whether they be poor hiring, training or supervision by the Hospital, or ill motivated actions by Smith, do not create an actionable claim for Parsons, and the Plaintiff's Amended Complaint must be dismissed.

[signature to follow]

This 16th day of May, 2013.

HALL BOOTH SMITH, P.C.



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Attorney for the Defendants

May 16, 2013
Charleston, South Carolina

STATE OF SOUTH CAROLINA
COUNTY OF FLORENCE

FILED
2013 MAY 19 PM 9:27
IN THE COURT OF COMMON PLEAS
TWELFTH JUDICIAL CIRCUIT
CA NO. 2012-CP-21-3016

Angela Parsons,

Plaintiff,

vs.

Jane Smith, QHG of South Carolina d/b/a,
Carolinas Hospital System, and Carolinas
Hospital System,

Defendant.

CONNIE REEL-SHEARIN
CCCP & GS
FLORENCE COUNTY, SC

**PLAINTIFF'S RESPONSE IN
OPPOSITION TO DEFENDANT'S MOTION
TO DISMISS**

Comes now, Plaintiff Angela Parsons, by and through her undersigned attorney, and hereby provides this Response in Opposition to Defendant's Motion to Dismiss pursuant to Rule 12(b)(6) of the South Carolina Rules of Civil Procedure:

Defendant filed a Motion to Dismiss on March 7, 2013, moving this court for an Order dismissing the case with prejudice. Defendant included in its Motion, "Defendants' Motion is based upon the South Carolina Rules of Civil Procedure, upon the common and statutory laws of South Carolina, and upon any Memorandum of Law filed in support prior to the Motion being called for hearing, and such other and further argument or information as may be properly presented to the Court."

Defendants submitted a Memorandum in support of Motion to Dismiss on Thursday, May 16, 2013, shortly before the hearing for Monday, May 20, 2013. Plaintiff presents this opposition to Defendant's Motion, in as timely a manner as possible based on the very recently filed memorandum.

CERTIFIED: A TRUE COPY
Connie Reel-Shearin
CLERK OF COURT C.P. & G.S.
FLORENCE COUNTY, S.C.

052

STANDARD OF REVIEW

Under Rule 12(b)(6), a defendant may move to dismiss a complaint based on a failure to state facts sufficient to constitute a cause of action. If the facts and inferences drawn from the facts alleged in the complaint, *viewed in the light most favorable to the plaintiff*, would entitle the Plaintiff to relief *on any theory*, then the grant of a motion to dismiss for failure to state a claim is improper. Brazell v. Windsor, 384 S.C. 512, 515 (S.C. 2009) *quoting Gentry v. Yonce*, 337 S.C. 1, 5, 522 S.E.2d 137, 139 (1999) (*emphasis added*). "[P]leadings in a case should be construed liberally and the Court must presume all well pled facts to be true so that substantial justice is done between the parties." Overcash v. S.C. Elec. & Gas Co., 364 S.C. 569, 572, 614 S.E.2d 619, 620 (2005) (citing Stroud v. Riddle, 260 S.C. 99, 102, 194 S.E.2d 235, 237 (1973)).

RELEVANT FACTS

Plaintiff, Angela Parsons, has filed claims against her former supervisor and her former employer, Carolinas Hospital System, alleging interference with economic relations, wrongful termination in violation of public policy, and negligent hiring, supervision and retention. Specifically, Plaintiff alleges the director of Plaintiff's department, Jane Smith, had personal conflicts with Plaintiff, and would interfere with Plaintiff's work assignments by not placing Plaintiff on the schedule and prohibiting others from giving Plaintiff their work hours. Plaintiff complained to the chief nursing officer about her supervisor's behavior as well as the corporate compliance officer. Then Plaintiff's director removed Plaintiff's name from the schedule

completely, signed a personnel action form indicating Plaintiff resigned on August 5, 2011; but then terminated Plaintiff on August 19, 2011, for inability to fulfill PRN requirements.

Plaintiff was only off the schedule and unavailable to fulfill her PRN requirements because of the actions of Jane Smith; therefore, Plaintiff believed her termination was the direct result of her supervisor, Jane Smith's interference and the lack of intervention by her employer. Plaintiff filed a complaint alleging interference with economic relations against her supervisor, Jane Smith; and wrongful termination in violation of public policy and negligent hiring, supervision and retention against her employer.

ARGUMENT

I. Wrongful Discharge Claims have a broad scope that must be examined on a case by case basis

In Barron v. Labor Finders of South Carolina 393 S.C. 609 (S.C. 2011), the South Carolina Supreme Court ruled that an employee who was terminated the day after making an internal complaint about unpaid commissions could not maintain a claim for wrongful discharge under South Carolina law. Prior to the Barron decision, South Carolina courts generally limited public policy wrongful termination claims to circumstances where an employer a) required an employee to violate the law, such as remaining at work instead of complying with a jury subpoena, or b) where the reason for the termination itself was a violation of criminal law.

In the Barron decision, the South Carolina Supreme Court emphasized that the public policy exception to the at-will employment doctrine should not to be limited by prior court decisions. The court found that determining what constitutes public policy is a matter of law to be decided by the court in the first instance. Thus, only after a public policy is found by the court would a jury then determine whether the employee's termination was in violation of that public policy.

"The determination of what constitutes public policy is a question of law for the courts to decide. See Citizens' Bank v. Heyward, 135 S.C. 190, 133 S.E. 709, 713 (1925) ("The primary source of the declaration of public policy of the state is the General Assembly; the courts assume this prerogative only in the absence of legislative declaration."). It is not a function of the jury to determine questions of law such as what constitutes public policy. Rather, once a public policy is established, the jury would determine the factual question whether the employee's termination was in violation of that public policy." Barron v. Labor Finders of S.C., 393 S.C. 609, 617 (S.C. 2011). Therefore this court is free to determine on a case by case basis whether or not it is a violation of public policy for a supervisor to maliciously interfere with a coworker's employment in a manner which causes the co worker's discharge.

II. There are jurisdictions that hold that an aggrieved party can bring a tortious interference claim with respect to an at-will contract.

"An employment relationship can satisfy the requirement of a contract. See Todd v. South Carolina Farm Bur. Mut. Ins. Co., 287 S.C. 190, 336 S.E.2d 472, 473 (S.C. 1985)(insurance agent hired under terminable at will contracts)." Self v. Norfolk S. Corp., 2007 U.S. Dist. LEXIS 10857, 12-13 (D.S.C. 2007).

Some jurisdictions treat the causing of another's termination as tortious interference with a business expectancy or prospective contractual relationship see Alexander & Alexander, Inc. v. B. Dickson Evander & Assocs., 336 Md. 635, 650 A.2d 260, 268 n.13 (Md. 1994) (*holding "Interference with a contract terminable at will is analyzed as interference with economic relations broadly, and not interference with a specific contract"*). Mendelson v. Blatz Brewing Co., 9 Wis. 2d 487, 101 N.W.2d 805 (1960) (*noting "at-will employment is contractual*

and therefore potentially the basis of a tort action"). Speakers of Sport, Inc. v. Proserv, Inc., 178 F.3d 862, 865 (7th Cir. 1999) (applying Illinois law) (noting that inducing the termination of an at-will contract is actionable under Illinois law, either as interference with prospective economic advantage or as interference with the contract at will itself). see Maximus, Inc. v. Lockheed Info. Mgmt. Sys. Co., 254 Va. 408, 413 (Va. 1997) (noting "The Restatement notes that a contract terminable at will is "closely analogous" to the business relationship described in this section because both are based on an interest in a future relationship with no legal assurance of such future relationship. Restatement (Second) of Torts § 766 cmt. g (1977). We agree.")

Restatement (Second) of Torts 766, cmt. g (1977) (internal citations omitted), specifically comments:

One's interest in a contract terminable at will is primarily an interest in future relations between the parties, and he has no legal assurance of them. For this reason, an interference with this interest is closely analogous to interference with prospective contractual relations.

In Crandall Corp. v. Navistar Int'l Transp. Corp., 302 S.C. 265, 266 (S.C. 1990), the court noted, "To recover on a cause of action for intentional interference with prospective contractual relations, we hold the plaintiff must prove: (1) the defendant intentionally interfered with the plaintiff's potential contractual relations; (2) for an improper purpose or by improper methods; (3) causing injury to the plaintiff. See Leigh Furniture and Carpet Co. v. Isom, 657 P.2d 293 (Utah 1982); see also Blake v. Levy, 191 Conn. 257, 464 A.2d 52 (1983); Straube v. Larson, 287 Or. 357, 600 P.2d 371 (1979); Restatement (Second) of Torts § 766B and 767 (1977). If a defendant acts for more than one purpose, his improper purpose must predominate in order to create liability. See Harsha v. State Savings Bank, 346 N.W.2d 791 (Iowa 1984); Leigh Furniture, *supra*. As an alternative to establishing an improper purpose, the plaintiff may prove

the defendant's method of interference was improper under the circumstances. See Duggin v. Adams, 234 Va. 221, 360 S.E.2d 832 (1987) for an extensive discussion of improper methods.

The SC Court of appeals, in United Educ. Distribs., L.L.C. v. Educ. Testing Serv., 350 S.C. 7, 16-17 (S.C. Ct. App. 2002), held that the reasonable expectation need not be based on an enforceable contract. Rather, plaintiffs must allege "either a business relation with specific third parties or with an identifiable prospective class of third persons." Parkway Bank & Trust Co. v. City of Darien, 43 Ill. App. 3d 400, 357 N.E.2d 211, 214, 2 Ill. Dec. 234 (Ill. App. Ct. 1976).

III. There is no specific case law on the specific action of interference with economic relations by a supervisor against an employee, but other courts offer persuasive authority

Defendant argues that only a third party who is not a party to the employment relationship, may legally be liable for interference with the relationship. In Ross v. The Life Insurance Company of Virginia, the case, decided in 1979, is about an employee making a claim of contractual interference against his employer. In Threlkeld v. Christoph, decided in 1984, the court of appeals affirmed the decision that Plaintiff could have no action against its employer for interference with economic relations. However, that was not the reason the decision was affirmed as to the supervisors:

Appellant Threlkeld contends that the court erred in granting Davis and Christoph's (Threlkeld's Supervisors') motion for summary judgment because, on the facts alleged, liability could have been imposed by a jury. We disagree.

.....

Affording Threlkeld the benefit of all reasonable inferences to be drawn from the evidence, we find that there is no genuine issue of fact presented on which a court could find that Christoph and Davis acted otherwise than as agents of Bigelow-Sanford; or that their conduct in any way induced Bigelow-Sanford to breach its contract with Threlkeld. For these reasons,

summary judgment was properly granted to Christoph and Davis. Threlkeld v. Christoph, 280 S.C. 225, 227 (S.C. Ct. App. 1984).

Therefore, Threlkeld does not stand for the position that the claim of interference with economic relations is precluded with respect to the claim against the supervisor. And at this stage of litigation, there can be no finding as to whether or not Defendant Jane Smith was negligent while acting within her authority, was acting outside the scope of her authority or acted in a way that induced Defendant Carolinas to end its employment relationship with Plaintiff Parsons.

Offering more recent, more similar and persuasive authority on the matter, in Beall v. Abbott Lab., 1996 U.S. Dist. LEXIS 6423, 4-6 (D. Md. 1996), a district court in Maryland has held that Employee's supervisors were not entitled to dismissal of employee's claim that they maliciously interfered with employee's economic relations by giving her unsatisfactory reviews in order to damage her occupation, as scope of employment protection did not apply where supervisors acted out of malice or a desire for personal revenge.

IV. The employer may be liable for the actions of Jane Smith based on the theory of vicarious liability

The supreme court has pointed out the most basic principle of agency law in Burlington Indus. v. Ellerth, 524 U.S. 742, 755-756 (U.S. 1998): "A master is subject to liability for the torts of his servants committed while acting in the scope of their employment." It is clear that an employer may be liable for both negligent and intentional torts committed by an employee within the scope of his or her employment.

In limited circumstances, agency principles impose liability on employers even

where employees commit torts outside the scope of employment. The principles are set forth in the much-cited § 219(2) of the Restatement:

(2) A master is not subject to liability for the torts of his servants acting outside the scope of their employment, unless:

"(a) the master intended the conduct or the consequences, or

"(b) the master was negligent or reckless, or

"(c) the conduct violated a non-delegable duty of the master, or

"(d) the servant purported to act or to speak on behalf of the principal and there was reliance upon apparent authority, or he was aided in accomplishing the tort by the existence of the agency relation."

Burlington Indus. v. Ellerth, 524 U.S. 742, 758 (U.S. 1998)

Whether or not Jane Smith was acting within or outside the scope of employment, her actions of interfering with the economic relationship between Plaintiff Parsons and Defendant Carolinas, make not only Jane Smith liable, but Carolinas as well, as they were aware of Jane Smith's actions and allowed them to continue.

Furthermore, Plaintiff has properly alleged a claim of negligent hiring, training and supervision. Plaintiff is not claiming her employer was negligent in performing an improper investigation of her claims. Plaintiff is claiming her employer was negligent and reckless in allowing Defendant Jane Smith to engage in the tortious conduct of interfering with Plaintiff's economic relations. The proper inquiry in this case is whether the Plaintiff is able to show that the employer knew the offending employee was in the habit of engaging in misconduct in a manner dangerous to others. Further, a "single isolated incident of prior misconduct (of which the employer knew or should have known) may support a negligent retention claim, provided the prior misconduct has a sufficient nexus to the ultimate harm." Doe v. ATC, Inc., 367 S.C. 199, 206-207 (S.C. Ct. App. 2005).

In addition, South Carolina Courts have held that an employer may have a legal duty to use due care in supervising an employee as a result of a contractual relationship with the employee. Degenhart v. Knights of Columbus, 309 S.C. 114, 420 S.E. 2d 495 (1992). This duty sounds in tort, not in contract. Id. at 117, 420 S.E.2d at 496. This ensuing duty is limited to the employee's actions undertaken in his capacity as an agent for the employer. Id. at 117, 420 S.E.2d at 497.

Clearly, an employer has a responsibility to exercise reasonable care in its supervision of employees. *See* Kase v. Ebert, 392 S.C. 57, 64, 707 S.E.2d 456, 459 (Ct. App. 2011); Moore v. Berkley County School District, 326 S.C. 584, 486 S.E. 2d 9 (Ct. App. 1997). However, in Degenhart, the Supreme Court held that an employer is under a duty in some circumstances to exercise reasonable care to control an employee acting outside the scope of employment. Degenhart, 309 S.C. at 116, 420 S.E. 2d at 496. Specifically, liability for negligent supervision can be found if an employee intentionally harms another person when: (1) the employee is on the employers property or is using the employers personal property; (2) the employer knows or has reason to know that it has the ability to control the employee; and (3) the employer knows or should know of the necessity and opportunity for exercising such control. Berkley, 326 S.C. at 590, 486 S.E. 2d at 12 (*citing* Degenhart, 309 S.C. 114, 420 S.E. 2d 495); *see also* Kase, 392 S.C. at 64, 707 S.E.2d at 459 (*citing to and further solidifying the principles cited in Degenhart*).

CONCLUSION

Defendant has provided no precedent to support its arguments that Plaintiff's complaint fails to state a claim against Defendant Jane Smith and Defendant Carolinas. Plaintiff therefore prays that Defendant's Motion to Dismiss be denied, as Plaintiff has plead a sufficient claim for

Interference with Economic Relations against Jane Smith, Negligent Supervision against Carolinas and wrongful termination against both defendants.

Respectfully submitted,

WUKELA LAW FIRM

BY: 

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May 20, 2013

STATE OF SOUTH CAROLINA

COUNTY OF FLORENCE

Angela Parsons,

Plaintiff,

v.

Jane Smith, QHG of South Carolina d/b/a
Carolinas Hospital System, and Carolinas,
Hospital System,

Defendants.

) IN THE COURT OF COMMON PLEAS
) TWELFTH JUDICIAL CIRCUIT
) CIVIL ACTION NO.: 2012-CP-21-3016

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)
)
) **NOTICE OF MOTION AND MOTION**
) **FOR SUMMARY JUDGMENT**
)
)
)
)

TO: PHOEBE CLARK, ESQUIRE, ATTORNEY FOR THE PLAINTIFF

YOU WILL PLEASE TAKE NOTICE that the undersigned, as attorneys for the Defendants in the above captioned action, will move before the Presiding Judge of the Court of Common Pleas for Florence County, on such day and at such time as the Court may appoint, more than ten (10) days after the service hereof, for an Order in the above-entitled action granting summary judgment in favor of the Defendants under the provisions of Rule 56 of the South Carolina Rules of Civil Procedure, on the grounds, that Plaintiff has failed to produce any evidence of negligence or liability on behalf of the Defendants, has failed to produce sufficient evidence of proximate cause as to the Defendants, and has failed to produce evidence of damages. Further, the Plaintiff has failed to produce evidence sufficient to create a material issue of fact as to whether the Defendants wrongfully terminated the Plaintiff and as to whether the Defendants engaged in negligent hiring, supervision and retention of the Plaintiff. As such, the Defendants are entitled to summary judgment as a matter of law as to all causes of action.

This Motion is based upon the pleadings, discovery, and other supporting documentation and a Memorandum of Law to be filed with the Court.

Respectfully submitted this 17th day of April, 2014, in Charleston, South Carolina.

HALL BOOTH SMITH, P.C.



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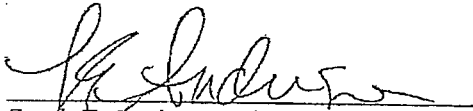
CERTIFICATE OF SERVICE

The undersigned hereby certifies that on the 17th day of April, 2014 a true copy of this *Notice of Motion and Motion for Summary Judgment*, in the above-entitled action upon counsel of record by depositing a copy hereof, postage pre-paid, in the United States mail addressed as follows:

Phoebe Clark, Esq.
Wukela Law Firm
P.O. Box 13057
Florence, SC 29504-3057

Attorney for the Plaintiff

By:



Sarah E. Anderson, Legal Assistant
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STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	TWELFTH JUDICIAL CIRCUIT
COUNTY OF FLORENCE	)	CIVIL ACTION NO.; 2012-CP-21-3016
Angela Parsons,	)	
	)	
Plaintiff,	)	
	)	BRIEF IN SUPPORT OF DEFENDANTS'
v.	)	MOTION FOR SUMMARY JUDGMENT
	)	
Jane Smith, QHG of South Carolina d/b/a	)	
Carolinas Hospital System, and Carolinas,	)	
Hospital System,	)	
	)	
Defendants.	)	

TO: PHOEBE CLARK, ESQUIRE, COUNSEL TO PLAINTIFF:

COMES NOW, Defendants Jane Smith, QHG of South Carolina d/b/a Carolinas Hospital System, and Carolinas Hospital System ("Defendants"), by and through their undersigned counsel, and hereby file this Brief in Support of their Motion for Summary Judgment, stating as follows:

I. PROCEDURAL HISTORY

Plaintiff Angela Parsons ("Plaintiff") filed her Amended Complaint on February 12, 2013.

This Amended Complaint raised three (3) causes of action:

Count I: Tortious Interference with Employment Relationship (against Defendant Jane Smith);

Count II: Wrongful Termination (against all Defendants);

Count III: Negligent Training, Retention and Supervision (against Defendants QHG of South Carolina d/b/a Carolinas Hospital System and Carolina Hospital System).

Defendants subsequently filed a Motion to Dismiss all Counts. On July 16, 2014, the Honorable Michael G. Nettles issued an Order granting Defendants' Motion to Dismiss as to Count I

of Plaintiff's Complaint, and denying Defendants' Motion to Dismiss as to Counts II and III. Therefore, at this time only Counts II and III are pending before the Court.

II. STATEMENT OF FACTS

Ms. Parsons is a nurse. (See "Exhibit A," *Deposition of Angela Parsons* ("Parsons Depo"), p. 6, ln. 22-25.) She started working at The Women's Center of Carolinas Hospital System ("Hospital") in 1997. (Id. at p. 10, ln. 16-21.) Ms. Parsons worked as a "PRN" nurse. (Id.) As a PRN nurse, Ms. Parsons worked when she was needed by the Hospital. (Id. at p. 20, ln. 6-8.) If the Hospital did not need Ms. Parsons, they did not have to contact her to give her hours to work. (Id. at p. 20, ln. 16-18.)

When Ms. Parsons was hired at The Women's Center, the Director of The Women's Center was Pam Turner. (Id. at p. 21, ln. 8-10.) Ms. Turner was not required to give hours to Ms. Parsons to work as a PRN nurse. (Id. at p. 21, ln. 16-19.) Tonya Manos was the Director of The Women's Center after Ms. Turner. (Id. at p. 21, ln. 20-22.) Ms. Manos was similarly not required to give hours to Ms. Parsons to work as a PRN nurse. (Id. at p. 21, ln. 23 - p. 22, ln. 1.) The PRN relationship was reciprocal in that any time Ms. Parsons was asked to work a shift, she was free to decline. (Id. at p. 22, ln. 2-9.) Ms. Parsons was also free to have her name removed from the list of PRN nurses at the Hospital. (Id. at p. 22, ln. 10-14.) The Hospital could not force Ms. Parsons to either work a particular shift at the Hospital, or to keep her name on the list of PRN nurses at the Hospital. (Id. at p. 22, ln. 15-22.)

The Hospital had a policy stating that PRN nurses were expected to work a minimum of twelve (12) hours for every four (4) week schedule. (See "Exhibit B," *Deposition of Costa Cockfield* ("Cockfield Depo"), p. 11, ln. 11-17, p. 12, ln. 7-11, Exh. 1.) If a PRN nurse does not work the

required number of hours for three (3) months she is removed from PRN status. (Id. at Exh. 1, p. 2 of 2.)

Defendant Jane Smith began working as a nurse at the Hospital in approximately 1984. (See "Exhibit C," *Deposition of Jane Smith* ("Smith Depo"), p. 5, ln. 19 - p. 6, ln. 4.) She transitioned to working at The Women's Center when it was built. (Id. at p. 6, ln. 25 - p. 7, ln. 12.) Ms. Smith eventually became the Director of The Women's Center. (Id. at p. 8, ln. 3-5.) The job duties of the Director of The Women's Center include overseeing the operation of labor and delivery, the operating room for women's services, for the nursery and for special care, maintenance of the building, supplies, staffing, policies, standards of care, scheduling and making sure best practices are followed. (Id. at p. 8, ln. 9 - p. 9, ln. 1; *Parsons Depo*, p. 22, ln. 23 - p. 23, ln. 10.)

As part of scheduling, the Director of The Women's Center was also responsible for calling off nurses, or sending nurses home if there was a low patient census. (*Smith Depo*, p. 10, ln. 15 - p. 11, ln. 2.) Full-time nurses have priority to get the hours necessary to work a full-time schedule. (*Parsons Depo*, p. 91, ln. 14.) The next priority is for part-time nurses to get the number of hours commensurate with their part-time status. (Id. at p. 92, ln. 1-5.)

If a nurse that is scheduled to work, has to be called off because of a low patient census, the PRN nurses are called off first. (Id. at p. 92, ln. 6-9.) After PRN nurses, part-time nurses are called off, and then full-time nurses. (Id. at p. 92, ln. 10-15.) The hierarchy for getting hours is full-time nurses at the top, then part-time nurses, then PRN nurses. (Id. at p. 92, ln. 16-18.) PRN nurses have the lowest priority for being scheduled to work. (Id. at p. 92, ln. 23-25.) The Chief Nursing Officer ("CNO") of the Hospital, Costa Cockfield, expects all schedule changes to go through the Director. (*Cockfield Depo*, p. 76, ln. 8-12.)

In approximately the beginning of August 2012, Jane Smith received a call from a person in the payroll department at the Hospital informing her that Angela Parsons, along with several other personnel, had not worked the necessary hours to maintain their status. In the case of Angela Parsons, she had not worked the necessary hours to maintain her PRN status. (*Smith Depo*, p. 24, ln. 23 - p. 25, ln. 11.) Ms. Smith spoke with the Human Resources Department ("HR"), which gave Ms. Smith a Personnel Action Form for Ms. Parsons' termination from the PRN list. (*Id.* at p. 27, ln. 1-8; Exh. 1.) In the "Comments" section of the Personnel Action Form Jane Smith wrote, "PRN - termination does not meet hours worked and failure to accept assignment of cross-training to PP." (*Id.* at p. 28, ln. 5-9.) Ms. Smith signed the Personnel Action Form and dated it August 5, 2011 as that was the date she wrote the above information. (*Id.* at p. 28, ln. 8-19.) Later, HR had Ms. Smith sign a letter to Ms. Parsons informing her of her termination due to her inability to fulfill PRN requirements. (*Id.* at p. 43, ln. 5 - p. 44, ln. 3; Exh. 5.) Ms. Smith did not prepare or send the letter. (*Id.* at p. 34, ln. 13-23.)

In the meantime, Angela Parsons had complained to the Hospital Compliance and Privacy Officer Hal Hunter, about Ms. Smith. (See "Exhibit D," *Deposition of Harold Hunter, Jr.* ("Hunter Depo"), p. 6, ln. 14-15; p. 23, ln. 8-24.) Since this was an HR issue, Mr. Hunter directed Ms. Parsons to the HR Director, Tammy Dickerson. (*Id.* at p. 23, ln. 25 - p. 24, ln. 3.) Ms. Parsons did not feel comfortable talking with Ms. Dickerson, so Mr. Hunter directed her to CNO Cockfield. (*Id.* at p. 24, ln. 5-10.) As the CNO, Costa Cockfield was Jane Smith's supervisor. Mr. Hunter also sent an email to CNO Cockfield asking her to meet with Ms. Parsons. (*Id.* at p. 24, ln. 7-10.)

Ms. Parsons met with CNO Cockfield on August 30, 2012. (*Parsons Depo*, p. 52, ln. 24-25.) The purpose of this meeting was to make CNO Cockfield aware of her complaints regarding Jane

Smith. (*Parsons Depo*, p. 51, ln. 24 - p. 52, ln. 2.) Ms. Parsons knows CNO Cockfield to be a person of high integrity who is respected as the CNO. (*Id.* at p. 49, ln. 8-16.)

Angela Parsons met with CNO Cockfield for forty-five (45) minutes to one (1) hour. (*Id.* at p. 74, ln. 25 - p. 75, ln. 1.) She was allowed to tell CNO Cockfield anything she wanted, and provide CNO Cockfield with any documents she wanted Ms. Cockfield to consider. (*Id.* at p. 75, ln. 2-8; p. 81, ln. 3-16.) CNO Cockfield gave Ms. Parsons a full and fair opportunity to inform her of anything she wanted CNO Cockfield to know about the situation with Jane Smith. (*Id.* at p. 75, ln. 9-12.) Angela Parsons has no complaints about her meeting with CNO Cockfield. (*Id.* at p. 75, ln. 13-15.)

CNO Cockfield determined that based on the nature of the meeting, Ms. Parsons complaints qualified as a grievance. She had Ms. Parsons complete a grievance form. (*Id.* at p. 51, ln. 18-23; *Smith Depo*, Exh. 2.) After hearing everything Ms. Parsons had to say, CNO Cockfield subsequently upheld the termination of Angela Parsons. (*Smith Depo*, Exh. 2.)

Ms. Parsons then met with the Hospital's Chief Executive Officer ("CEO"), James O'Loughlin, regarding her grievance and termination. (*Parsons Depo*, p. 81, ln. 17-19.) At this meeting Ms. Parsons had the opportunity to tell CEO O'Loughlin everything she wanted to tell him about the situation with Ms. Smith, and her termination. (*Id.* at p. 82, ln. 21 - p. 83, ln. 16.) Similar to CNO Cockfield, Ms. Parsons considers CEO O'Loughlin to be a fair, honest person with a high degree of integrity. (*Id.* at p. 83, ln. 17-25.) Also similar to CNO Cockfield, CEO O'Loughlin upheld the decision to terminate Ms. Parsons. (*Id.* at p. 86, ln. 17-19; *Id.* at Exh. 9.)

Although Ms. Parsons disagreed with the decisions by CNO Cockfield and CEO O'Loughlin, she did not disagree with how they handled the situation. (*Parsons Depo*, p. 109, ln. 15-19.) She

also does not have a complaint about Compliance Officer Hal Hunter referring her to CNO Cockfield. (*Id.* at p. 109, ln. 20-25.)

During Ms. Parsons employment at the Hospital she signed several documents acknowledging receipt of the Hospital's Employee Handbook ("Handbook"). (*Parsons Depo*, Exh. 6, 7, and 8.) Each of these acknowledgments state very clearly that the policies and procedures in the Handbook may not apply to every employee in every situation. The Hospital has the right to rescind, modify or deviate from the guidelines, policies, practices or procedures in the Hospital's sole discretion.

This Handbook is designed as a helpful guide for you to use as you become acquainted to you're tasks and responsibilities as an employee of this facility. Much of the information on these pages is a summary of facility policies as well as federal, state and local laws which change from time to time. Due to the nature of healthcare operations and variations necessary to accommodate individual situations, the guidelines set out in this Handbook may not apply to every employee in every situation. The facility reserves the right to rescind, modify or deviate from these or other guidelines, policies, practices or procedures relating to employment matters from time to time as it considers necessary in its sole discretion, either in individual or facility-wide situations with or without notice.

Parsons Depo, Exh. 8.

The acknowledgments also state that all employees are at-will who may quit at any time for any reason, and who may be terminated at any time for any reason with or without cause.

PURSUANT TO S.C. CODE ANN. §41-1-110, THIS EMPLOYEE HANDBOOK CREATES NO CONTRACTUAL OBLIGATION OF ANY KIND. ALL EMPLOYEES OF CAROLINAS HOSPITAL SYSTEM/CAROLINAS MEDICAL ALLIANCE, INC. ARE EMPLOYED AT-WILL, MEANING EMPLOYEES MAY QUIT OR BE TERMINATED AT ANY TIME, WITH OR WITHOUT CAUSE.

THIS EMPLOYEE HANDBOOK IS NOT A CONTRACT. NOTHING IN THIS HANDBOOK OR ANY

HOSPITAL/FACILITY POLICY SHALL BE CONSTRUED TO BE A CONTRACT OR CREATE CONTRACTUAL OBLIGATIONS OF ANY KIND.

THE HOSPITAL/FACILITY RESERVES THE RIGHT TO AMEND, MODIFY OR WITHDRAW THIS EMPLOYEE HANDBOOK, OR ANY PORTION OF IT, AT ANY TIME, WITH OR WITHOUT NOTICE OR CONSENT OF EMPLOYEES.

NO STATEMENTS BY ANY PERSON, WHETHER WRITTEN OR ORAL, WHICH ARE CONTRARY TO OR INCONSISTENT WITH THE LIMITATIONS SET FORTH IN THIS NOTICE SHALL CREATE ANY CONTRACT UNLESS AGREED TO IN WRITING BY THE HOSPITAL CHIEF EXECUTIVE OFFICER.

Parsons Depo, Exh. 8.

Angela Parsons admits having signed each of these acknowledgments. (*Parsons Depo*, p. 30, ln. 3-22; p. 34, ln. 21 - p. 35, ln. 4; p. 40, ln. 10-18.) She admits that the Hospital can rescind, modify or deviate from any of their policies and procedures. (*Id.* at p. 31, ln. 3 - p. 32, ln. 9; p. 41, ln. 4 - p. 42, ln. 4.) She admits that either she or the Hospital could terminate the employment relationship at any time with or without reason. (*Id.* at p. 33, ln. 10-20; p. 36, ln. 11 - p. 37, ln. 2.) Ms. Parsons admits that she did not have an employment contract with the Hospital. (*Id.* at p. 34, ln. 4-17; p. 36, ln. 2-5; p. 42, ln. 10-12.) Perhaps most importantly, Ms. Parsons specifically admits that since she signed the first of these acknowledgements in 2006, she did not have any promises or assurances regarding her employment at the Hospital. (*Id.* at p. 47, ln. 19 - p. 48, ln. 2.) She also agreed that the Hospital did not have to give her hours to work as a PRN nurse:

Q: Similarly, if the Hospital just decided we are not going to give Angela Parsons PRN hours anymore and terminate her because she is not working hours, the Hospital can do that, correct?

A: Correct.

Parsons Depo, p. 48, ln. 3-7.

In spite of this admission, Ms. Parsons is of the belief that she was wrongfully terminated because her termination was not based on Hospital policy, which requires PRN nurses to work a certain number of hours. (*Parsons Depo*, p. 116, ln. 11-18; p. 118, ln. 20-21.)

III. ARGUMENT AND CITATION OF AUTHORITY

A. Standard On A Motion For Summary Judgment.

Summary judgment is appropriate "if the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law." Rule 56(c), *SCRCP*; Russell v. Wachovia Bank, N.A., 353 S.C. 208, 217, 578 S.E.2d 329, 334 (2003); Knox v. Greenville Hosp. Sys., 362 S.C. 566, 569-70, 608 S.E.2d 459, 461 (Ct. App. 2005); B & B Liquors, Inc. v. O'Neil, 361 S.C. 267, 270, 603 S.E.2d 629, 631 (Ct. App. 2004). In determining whether any triable issues of fact exist, the evidence and all reasonable inferences therefrom must be viewed in the light most favorable to the non-moving party. Law v. S.C. Dep't of Corr., 368 S.C. 424, 434, 629 S.E.2d 642, 648 (2006); Vermeer Carolina's, Inc. v. Wood/Chuck Chipper Corp., 336 S.C. 53, 59, 518 S.E.2d 301, 304 (Ct. App. 1999). A court considering summary judgment neither makes factual determinations nor considers the merits of competing testimony; however, summary judgment is completely appropriate when a properly supported motion sets forth facts that remain undisputed or are contested in a deficient manner. David v. McLeod Reg'l Med. Ctr., 367 S.C. 242, 250, 626 S.E.2d 1, 5 (2006).

B. Plaintiff's Claim Of Wrongful Termination Fails Because She Was An At-Will Employee And The Hospital Did Not Owe A Legal Duty To Plaintiff.

The employment at-will doctrine has long been recognized in South Carolina. Prescott v. Farmers Telephone Cooperative, Inc., 335 SC 330, 334 (1999). At-will employment may be

terminated by the employer, or employee, at any time, for any reason or for no reason. Id.; Culler v. Blue Ridge Elec. Coop., Inc., 309 SC 243, 245 (1992) (doctrine of employment at-will in its pure form allows an employer to discharge an employee for a good reason, no reason or a bad reason without incurring liability).

Several Handbook acknowledgments, signed by Ms. Parsons, state in numerous places, that employees of the Hospital are at-will employees. This culminates in the statement, just above Parsons's signature, "I understand that my employment with the facility will be on an at-will basis, and that either I or the facility can terminate the relationship at any time, with or without notice and with or without cause." It is also stated in bold, all capital letters, that neither the Handbook, nor any of the Hospital's policies shall be construed as creating a contract or contractual relations of any kind. Ms. Parsons acknowledged several times in her deposition that she did not have a contract of employment with the Hospital, she was an at-will employee whose employment could be terminated at any time for any reason, and that the Hospital could deviate from its policies and procedures in its sole discretion. Ms. Parsons admitted that the Hospital could stop giving her PRN hours, and then terminate her for not working the required hours.

In view of the overwhelming evidence of Ms. Parsons' status as an at-will employee, she attempts to turn the at-will employment doctrine on its head, by claiming that her termination was in violation of public policy. The alleged violation of public policy is apparently the termination of Ms. Parsons being based upon the alleged "extreme and outrageous conduct" of Jane Smith. The extreme and outrageous conduct of Jane Smith was apparently her alleged refusal to allow Ms. Parsons to be given PRN hours to work. This allegation flies in the face of Ms. Parsons own numerous admissions that the Hospital could refuse to give her PRN hours to work, and then terminate her for failing to work the required number of hours.

Two cases, which are instructive in this situation are Gause v. Doe, 317 S.C. 39 (Ct. App. 1994), and Anthony v. The Atlantic Group, 2012 U.S. Dist. LEXIS 162710 (D.S.C. 2012). In Gause, the plaintiff was a police officer with the Myrtle Beach Police Department. He was terminated after a woman accused him of sexual assault. One of Gause's claims was that the Myrtle Beach Police Department was negligent because it failed to adequately investigate the allegations, and assumed Gause was guilty based solely on the woman's allegations. The Myrtle Beach Police Department then failed to reconsider the termination after a Grand Jury refused to indict him. The Court of Appeals upheld the dismissal of this claim. It ruled that Gause did not show that the Myrtle Beach Police Department owed him a duty to do, or not do, any of the things alleged. Gause at 42. "[H]is complaint does not allege he was anything other than an at-will employee who could be terminated at any time, for any reason, or for no reason at all, irrespective of any inadequate investigations, false assumptions, or failures to reevaluate on the part of the employer." Id.

In Anthony, the plaintiffs alleged that the employer had a duty to treat the plaintiffs "in accordance with its published documents", including the employee handbook, employment application, and a Certificate of Per Diem Eligibility. The employer denied that it owed a duty to the at-will employees. The Court dismissed plaintiff's claim of negligence, stating:

Because DZ Atlantic owed no duty to conduct adequate investigations as to its employees due to the at-will nature of the employment relationship, plaintiffs cannot prevail on their termination claims. DZ Atlantic owed its employees no duty to conduct a proper investigation, such that it is immaterial whether the investigation was based on inaccurate data, whether plaintiffs were given an opportunity to clear up any misunderstandings about their residences or their per diem eligibility, or whether plaintiffs were fired based on ineligibility or failure to participate in the investigation.

Anthony, at 43-44.

Just as in Gause and Anthony, where the employers did not owe a duty to the employees to investigate allegations, conduct a proper investigation, or give the plaintiff an opportunity to clear up any misunderstandings, the Carolinas Hospital System did not owe a duty to Ms. Parsons to investigate the conduct of Jane Smith, or reevaluate any facts.

Nonetheless, Ms. Parsons had a full and fair opportunity to air all of her grievances about Ms. Smith to CNO Cockfield. CNO Cockfield could have dismissed Ms. Parsons's complaint out of hand, but she did not. She listened to Ms. Parsons, considered the situation, and upheld the termination of Ms. Parsons's PRN status. Ms. Parsons had a second bite at the apple by having her grievance heard by CEO James O'Loughlin, who also upheld the termination.

At this point, Ms. Parsons's lawsuit is nothing more than an attempt to have the Court act as a "Super HR Department" to second-guess a sound HR decision after prior "appeals" to the Hospital CNO and CEO, respectively, were not decided in her favor.

The ability to terminate an at-will employee for any reason, good or bad, or no reason at all, specifically rebuts Ms. Parsons' claim that she can only be terminated for a good reason. There is not a limitation to the employment at-will doctrine, that prevents an employer from terminating an at-will employee because the termination is supposedly based upon the allegedly "extreme and outrageous conduct" of another employee. Ms. Parsons' claim of wrongful termination, if upheld by the Court, would create a brand new exception to the employment at-will doctrine, which is not found anywhere in South Carolina law. It would serve only to allow any at-will employee, to have a claim of wrongful termination simply by disputing an HR decision.

Ms. Parsons, therefore, tries to skirt the well-established employment at-will doctrine, by creating the claim that terminating her based upon "extreme and outrageous conduct" somehow violates public policy. In Ludwick v. This Minute of Carolina, Inc., 287 S.C. 219, 224-225 (1985),

the Supreme Court recognized a public policy exception to the doctrine of employment at-will. Ludwick received a lawful subpoena to appear before the South Carolina Employment Security Commission. Her employer advised her that she would be fired if she obeyed the subpoena. Ludwick obeyed the subpoena, and she was fired.

The Court noted that Ludwick had been faced with the dilemma of choosing between saving her job, and obeying the law by complying with the subpoena. The Court found that, "[T]he public policy exception is invoked when an employer requires an at-will employee, as a condition of retaining employment, to violate the law." Id. at 225.

The public policy exception applies in cases when an employer requires an employee to violate the law, or the reason for the employee's termination was itself a violation of criminal law. Lawson v. SC Department of Corrections, 340 S.C. 346, 350 (2000). The discharge must be a violation of a clear mandate of public policy, in order to qualify for the public policy exception to the termination at-will doctrine. Culler at 245-246.

In the present case, there is no interpretation of the facts that would constitute a discharge in "violation of a clear mandate of public policy." Ms. Parsons simply states she should have been given PRN hours to work, despite her admission that the Hospital did not have to give her PRN hours to work. Ms. Parsons was not asked to violate the law. She was not asked to choose between keeping her job, and obeying the law. Ms. Parsons fails to point to any public policy, much less a "clear mandate of public policy" that was violated by her termination. HR decisions, such as maintaining Jane Smith as an employee, and overruling Ms. Parsons' grievance, do not violate public policy.

Parsons uses the term "public policy" as a cloak to justify a lawsuit which is, again, nothing more than a request that the Court act as a "Super HR Department" to second guess the Hospital's

decision to terminate Ms. Parsons's PRN status. Since the termination of Ms. Parsons did not violate any public policy, the public policy exception to the employment at-will doctrine does not apply.

C. Plaintiff Claim That She Was Terminated As A Result Of Negligent Training, Retention, and Supervision Fails Because She Was An At-Will Employee To Whom The Hospital Did Not Owe A Duty.

Ms. Parsons also claims the Hospital was negligent in its training, retention and supervision of Defendant Smith. If the plaintiff fails to prove any one of the elements of negligence, the claim fails. See Gause, 317 SC at 42. As discussed above in Section III., B., Ms. Parsons was an at-will employee to whom the Hospital owed no duty of protecting her from the actions of Smith. The Hospital did not owe a duty to Ms. Parsons to hire, supervise, train or retain Smith in any particular manner, since there was no duty for Ms. Parsons to be protected from the conduct of Ms. Smith. Since Ms. Parsons was an at-will employee, she could be terminated without any requirement that the hospital investigate her complaints, investigate the behavior or conduct of Ms. Smith, or provide Ms. Parsons with supervisors that behave to her satisfaction. Just as in Gause, in which an employee could be terminated because of an inadequate investigation or false assumptions, and Anthony, in which there was no duty for the employer to conduct a proper investigation, and it was immaterial whether the investigation was based on inaccurate data, the Hospital in this case did not have a duty to Ms. Parsons to adequately supervise or investigate Ms. Smith's conduct. As stated previously, to create duties for the Hospital regarding the terms and conditions of Ms. Parsons' employment, would completely eviscerate the employment at-will doctrine.

Further, Ms. Parsons testified during her deposition that she had no knowledge of Ms. Smith's training. (*Parsons Depo*, p. 108, ln. 17-19.) Therefore, she cannot now complain that such training, of which she has no knowledge, was inadequate or somehow deficient. Ms. Parsons has produced no evidence that at the time her PRN status was terminated that anyone had made any

complaints to the Hospital regarding Ms. Smith that had any relation to the subject incident. Ms. Parsons testified that her first complaint to the Hospital regarding Ms. Smith was not made until June 28, 2011, when she complained to Hal Hunter. As Director of Compliance, Mr. Hunter referred Ms. Parsons to CNO Cockfield and Ms. Parsons set up a meeting with CNO Cockfield to voice her complaints to the proper party. (*Parsons Depo*, p. 106, ln. 16 - p. 107, ln. 22.) The director of HR at the time, Tammy Dickerson, testified that she does not recall any specific complaints being made about Ms. Smith prior to Ms. Parsons' termination. (See "Exhibit E," *Deposition of Tammy Dickerson* ("Dickerson Depo"), p. 13, ln. 25 - p. 14, ln. 8.) Because there is no evidence of complaints being made to the Hospital regarding Ms. Smith prior to Ms. Parsons' termination, there was no reason for the Hospital to investigate Ms. Smith or supervise her in a manner other than regular supervision of an employee. Ms. Parsons' claims of negligence in this regard fail as a matter of law.

Ms. Parsons may attempt to argue knowledge of foreseeability of harm, however such an argument would be misplaced. Cases involving negligent hiring, training, retention and supervision discussed by our courts generally involve violence or other harm to the public perpetrated by an employee. "In circumstances where an employer knew or should have known that its employment of a specific person created an undue risk of harm to the public, a plaintiff may claim that the employer was itself negligent in hiring, supervising, or training the employee, or that the employer acted negligently in entrusting its employee with a tool that created an unreasonable risk of harm to the public. See Restatement (Second) of Torts § 317 (1965) (Cited with approval in *Degenhart v. Knights of Columbus*, 309 S.C. 114, 116, 420 S.E.2d 495, 496 (1992)). The present case does not involve a harm to a member of the public, but rather a co-employee. Therefore, any argument along these lines would be inapplicable to the case at bar.

D. Plaintiff Claim Of Wrongful Termination Against Jane Smith Fails Because Jane Smith, As An Individual, Did Not Terminate Plaintiff.

Ms. Parsons continues to maintain her claim for wrongful termination in violation of public policy against the individual Defendant, Jane Smith. Ms. Parsons' claim against Defendant Smith individually is misplaced. A wrongful termination claim is properly brought by the employee against the *employer*, not the co-employee. An employee can bring an action against the co-employee for an intentional tort, like battery or outrage. Dickert v. Metropolitan Life Ins., 311 S.C. 218 (1993). However, wrongful termination is not one of the intentional torts recognized by our courts. As a corporation or business entity, the hospital can only act through its employees, directors, officers and agents. "An act is within the scope of a servant's employment where [it is] reasonably necessary to accomplish the purpose of his employment and in furtherance of the master's business." Pridgen v. Ward, 391 S.C. 238, 244 (S.C. Ct. App. 2010) *citing* Armstrong v. Food Lion, Inc., 371 S.C. 271, 276, 639 S.E.2d 50, 52 (2006). Since a corporation and its employees, acting within the course and scope of their employment, are considered a single entity, they cannot be separately liable for the same act.

Ms. Parsons has not alleged that Defendant Smith was somehow acting outside the scope of her employment. The actions of Ms. Smith were all reasonably necessary to accomplish the purpose of her employment, as a manager, and in the furtherance of the Hospital's business. Ms. Smith executed the letter regarding Ms. Parsons' termination on behalf of Defendant Hospital. (*Smith Depo*, Exh. 5.). The letter was sent on Hospital letterhead and after consultation with the Hospital HR Department. (*Dickerson Depo*, p. 19, 1n. 24-25.; *Smith Depo*, p. 43, 1n. 5 - p. 44, 1n. 3.) The Hospital's payroll department notified Ms. Smith of Ms. Parsons' failure to meet the PRN hourly

requirements. (*Smith Depo*, p. 24, ln. 23 - p. 25, ln. 11.) As discussed above, Ms. Parsons was employed by the Hospital on a PRN status and only the Hospital, not an individual employee, could terminate that status. Therefore, Ms. Parsons' claim against Ms. Smith individually for wrongful termination fails as a matter of law.

IV. CONCLUSION

The Plaintiff has failed to produce sufficient evidence to create a material issue of fact as to her claims of wrongful termination against Defendant Hospital and Smith and her claim of negligent supervision, retention and training against Defendant Hospital. As such, Defendants are entitled to summary judgment as a matter of law as to all causes of action.

Respectfully submitted this 13TH day of June, 2014, in Charleston, South Carolina.

HALL BOOTH SMITH, P.C.



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STATE OF SOUTH CAROLINA
COUNTY OF FLORENCE

) IN THE COURT OF COMMON PLEAS
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) CIVIL ACTION NO.: 2012-CP-21-3016

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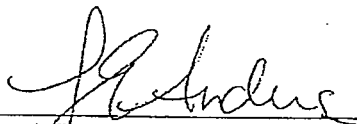
CERTIFICATE OF SERVICE

The undersigned hereby certifies that on the 13th day of June, 2014 a true copy of this *Brief in Support of Defendants' Motion for Summary Judgment*, in the above-entitled action upon counsel of record by depositing a copy, postage pre-paid, in the United States mail, addressed as follows:

Phoebe Clark, Esq.
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STATE OF SOUTH CAROLINA)
): IN THE COURT OF COMMON PLEAS
 COUNTY OF FLORENCE) Case No. 2012-CP-21-3016

Angela Parsons,

Plaintiff,

-vs-

Jane Smith and QHG of
 South Carolina d/b/a Carolinas
 Hospital System and Carolinas
 Hospital System,

Defendants.

DEPOSITION OF:

ANGELA PARSONS

Given before Alison Peterson, Court Reporter and
 Notary Public, at the offices of Carolinas Hospital, 1594
 Freedom Boulevard, Administrative Conference Room, Florence,
 South Carolina, on Tuesday, March 18, 2014, commencing at 1:45
 o'clock p.m.



Angela Parsons

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- 1 Lorcet PRN only when I get an injection in my hip.
- 2 Q. Lorcet is a pain medicine?
- 3 A. Yes. I just use it PRN, as needed.
- 4 Q. For what particular condition?
- 5 A. For the arthritis.
- 6 Q. In your hip?
- 7 A. Yes.
- 8 Q. Arthritis in your hip?
- 9 A. Yes. Only when I get my hip injected.
- 10 Q. Tell us, ma'am, where were you born and raised?
- 11 A. I was born in Florence, South Carolina and I was
- 12 also raised here in Florence, South Carolina.
- 13 Q. Where did you attend high school?
- 14 A. I went to Florence Christian.
- 15 Q. What year did you graduate?
- 16 A. 1989.
- 17 Q. I'm sorry, 1989?
- 18 A. Yes, sir.
- 19 Q. Where did you go to college?
- 20 A. Florence Darlington Technical College.
- 21 Q. What degree did you receive?
- 22 A. I have an associate degree in nursing.
- 23 Q. An associate degree being a two year degree,
- 24 correct?
- 25 A. Yes, sir.

Angela Parsons

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1 Q. What does an infusion nurse do?

2 A. I give chemotherapy, blood, platelets, any IV
3 antibiotics. It's just basically IV therapy.

4 Q. Is that a full-time job?

5 A. It's part-time.

6 Q. Has it always been part-time since you started
7 there in 1993?

8 A. I was full-time and then with the birth of my child
9 I became part-time.

10 Q. Do you continue to work part-time as of today?

11 A. Yes.

12 Q. Generally, how many hours a week do you work there?

13 A. 24 to 28 hours a week.

14 Q. Other than the two jobs that you just mentioned,
15 what other jobs in the nursing field have you had?

16 A. I came to work in Carolinas Hospital System.

17 Q. When?

18 A. July of - it's June or July of 1997. I don't
19 remember the date. I became PRN in the level two nursery.

20 Q. At The Women's Center?

21 A. Right.

22 Q. If you were already working at Carolina Healthcare,
23 what was your reason for taking a PRN position here at -
24 let's do this. Any time I say "the hospital," is it okay
25 that we have an understanding that I am referring to this

1 couldn't she?

2 A. Yes.

3 Q. In fact, PRN comes from a Latin term, does it not?
4 Are you aware of that?

5 A. I'm not aware.

6 Q. I believe you said that the term "PRN" means or is
7 used to mean "as needed"?

8 A. Yes, sir.

9 Q. Which means if the hospital needs you, they will
10 call you and ask you to work, correct?

11 A. No.

12 Q. That is not what PRN means?

13 A. It means as needed but I was always plugged into a
14 four week schedule so it wasn't a day by day thing where
15 they called.

16 Q. But if they did not need you, they did not have to
17 give you hours, did they?

18 A. Right.

19 Q. Donna Sullivan, what was her position at the time
20 you were hired in 1997?

21 A. She was the clinical coordinator of The Women's
22 Center.

23 Q. Is the clinical coordinator different than the
24 director?

25 A. She - yes.

Angela Parsons

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1 Q. Where does the clinical coordinator stand in
2 hierarchy as it relates to the director of The Women's
3 Center?

4 A. At the time the clinical coordinator was the one
5 that did the hiring.

6 Q. Was there also a director?

7 A. Yes, sir.

8 Q. Who was the director at the time you were hired in
9 1997?

10 A. Pam Turner.

11 Q. How long was Pam Turner the director? I should say,
12 a better way to ask it, at what point after you were hired
13 did Ms. Turner leave the position of director at The Women's
14 Center?

15 A. I'm not sure.

16 Q. If Pam Turner decided I do not want to give working
17 hours to Ms. Angela Parsons, she could have done so. Is that
18 correct?

19 A. Yes.

20 Q. Do you remember who the next director was of The
21 Women's Center after Pam Turner?

22 A. I believe it was Tanya Manos.

23 Q. If Tanya Manos decided she did not want to give
24 work hours to you, Angela Parsons, in The Women's Center,
25 she could have done so, correct?

1 A. Yes.

2 Q. As a PRN nurse, when you are asked to work a
3 particular shift, you are free to decline. Is that correct?

4 A. Yes.

5 Q. There is no legal requirement or obligation on your
6 behalf that if the hospital asks you to work, that you have
7 to work. You can say "no, I don't want to work that shift."
8 Is that correct?

9 A. Right.

10 Q. At any time if you decided that you no longer wish
11 to be a PRN nurse at the hospital, you could have said to
12 the folks at the hospital, "I no longer want to be PRN. Take
13 me off your list," correct?

14 A. Correct.

15 Q. If you did not want to work a particular shift as
16 a PRN nurse at the hospital, there is nothing that the
17 hospital could do to force you to work that shift, is there?

18 A. Correct.

19 Q. If you wanted to be taken off the list of PRN
20 nurses at the hospital, there is nothing the hospital could
21 do to force you to stay on that list, could they?

22 A. Correct.

23 Q. What does the director of The Women's Center do as
24 far as their responsibilities that you are familiar with
25 having never been a director yourself?

1 A. Maintain the operations of The Women's Center as
2 far as the budget, overseeing the schedule, maintaining, you
3 know, making sure the competencies are kept up to date, the
4 evaluations.

5 Q. One of the responsibilities you just mentioned is
6 overseeing the schedule?

7 A. Uh-huh.

8 Q. That is for any director, correct? Whether it was
9 Ms. Smith, Ms. Manos, and so forth, right?

10 A. Correct.

11 Q. As part of overseeing the schedule, the director
12 can schedule or not schedule PRN nurses as they see fit,
13 correct?

14 A. Correct.

15 MR. SHEINIS: If you would mark these. Let me
16 put them in order for you. This is a stack. I am
17 going to mark them individually but those will be
18 all the ones.

19 (DEFENDANT'S EXHIBITS ONE THROUGH FIVE MARKED FOR
20 IDENTIFICATION.)

21 Q. Ma'am, let me show you what is marked as
22 Defendant's Exhibit 1. It is the letter of '98.

23 MR. SHEINIS: That should hopefully be in the
24 same order as you have them, Phoebe.

25 Q. Take a look at that, if you would. Do you recognize

Angela Parsons

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1 Q. They are sent home?

2 A. Right. Or they don't even come in.

3 Q. Or they don't come in?

4 A. Yeah. That's what I mean, they may not come in.

5 Q. Either way they do not work?

6 A. Right.

7 Q. It is within the authority of the director of The
8 Women's Center based upon the census to either have more
9 nurses called in, right?

10 A. Correct.

11 Q. If there's a low census, to have nurses called off,
12 correct?

13 A. Correct.

14 Q. In calling off nurses or as you said, giving them
15 low census because there are not enough patients, do you
16 agree that it is appropriate for full-time nurses to get
17 their hours first?

18 A. Yes.

19 Q. If a full-time nurse does not have enough hours to
20 actually have had full-time hours for the week, that full-
21 time nurse should get those hours before a part-time nurse,
22 right?

23 A. Yes.

24 Q. Also before a PRN nurse, correct?

25 A. Sure.

Spectrum Reporting Services 843-849-0133
Spectrumaaa@gmail.com

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Angela Parsons

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1 Q. If there is not a need for a full-time nurse to get
2 their hours or after the full-time nurses, then there are
3 the part-time nurses who next have priority to get their
4 hours?

5 A. Correct.

6 Q. If a nurse is going to be called off or given low
7 census, the first nurse that should happen to would be a PRN
8 nurse?

9 A. Correct.

10 Q. After that, then you look at giving low census to
11 a part-time nurse?

12 A. Correct.

13 Q. After that, then you would look at giving low
14 census to a full-time nurse?

15 A. Right.

16 Q. In that hierarchy, as far as getting hours, full-
17 time nurses are at the top, then part-time, then PRN below
18 them, correct?

19 A. Correct.

20 Q. There are no other nurses below PRN as far as the
21 hierarchy for getting hours, correct?

22 A. No, sir.

23 Q. The lowest hierarchy and the lowest priority for
24 getting hours is PRN nurses, correct?

25 A. Correct.

1 Smith, correct?

2 A. Correct.

3 Q. How was the meeting with Costa Cockfield set up?
4 What were the logistics? Did you call someone, did someone
5 call you? How did that come out?

6 A. I had met with Hal Hunter and then I had spoken
7 with him a couple of times. His recommendation was, you
8 know, you need to set - call Costa's office and set this
9 meeting up. It was set up through her secretary.

10 Q. You called her secretary and set it up?

11 A. Yes, right.

12 Q. The secretary did not give you any problems about
13 doing that, did she?

14 A. No.

15 Q. Do you recall the secretary's name?

16 A. No, I do not.

17 Q. When you met -- prior to today, Exhibit 4 that you
18 have in front of you from the earlier deposition, that is
19 three pages, correct?

20 A. Correct.

21 Q. I take it you've seen this before today?

22 A. Correct.

23 Q. Do you agree that these appear to be the notes of
24 Carla - excuse me, Costa Cockfield regarding your meeting
25 with her on August 30th at 2:00 in the afternoon?

Angela Parsons

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1 with Costa was not initially a grievance that was set up. It
2 was set up - Hal Hunter had set this meeting up but when I
3 got in there to Costa and was discussing - per our
4 discussion she said, "then this meeting is a grievance."
5 That is not how it was set up initially when Hal set the
6 meeting up. Cause I didn't know anything about the
7 termination letter coming in the mail when the meeting was
8 set up with Hal Hunter so yeah. I mean, Hal Hunter had set
9 up.

10 Q. The date on the grievance form is September 19th?

11 A. Right.

12 Q. I take it that is the date you completed it?

13 A. Yes.

14 Q. That you wrote it?

15 A. Right.

16 Q. By this time, by September 19th, you had received
17 the termination letter?

18 A. Right. I got it - the meeting was set up with
19 Costa for August 30th. It had been set up towards the end of
20 July, 1st of August when the meeting was set up. When I went
21 to her she said "Oh, this is a grievance. You need to fill
22 this out." She determined per our meeting that I needed to
23 fill out a grievance.

24 Q. The purpose of your meeting with Costa Cockfield
25 was to make her aware of your complaints regarding Jane

1 A. No.

2 Q. Other than when you filed a grievance in this case
3 and met with Ms. Cockfield, did you ever have occasion to
4 have a meeting with Ms. Cockfield about anything?

5 A. She occasionally came over to The Women's Center,
6 did a walk through, and would check in just doing her walk
7 through but that was it.

8 Q. Have you known Ms. Cockfield to be a person of high
9 integrity?

10 A. Yes.

11 Q. Is she respected as the chief nursing officer to
12 your knowledge?

13 A. To my knowledge.

14 Q. Did you personally respect her as the chief nursing
15 officer?

16 A. I did.

17 Q. Is it your personal opinion that Ms. Cockfield is
18 of the highest integrity?

19 A. Yes.

20 MR. SHEINIS: Do you have the exhibits from
21 the first one? I will use that instead of
22 duplicating. The one, I forget which one it was,
23 it was Ms. Cockfield's notes. Let me actually take
24 two things out. Thank you.

25 Q. Ma'am, let me show you exhibits that were marked

Angela Parsons

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1 about how could she be interim director with all that in her
2 background, correct?

3 A. Correct.

4 Q. You said as we sit here today you have no evidence
5 that any of that occurred, correct?

6 A. Correct.

7 Q. In fact when you confronted Jane Smith, at that
8 time you had no evidence to support that Jane Smith violated
9 HIPAA, was escorted from the building, or terminated as a
10 result of some situation with this patient, E.W., correct?

11 A. Correct.

12 Q. Let's take a break. We have been going about an
13 hour and 45. Let's move on to something else.

14 (Whereupon there was a break in the proceedings.)

15 Q. Ms. Parsons, when you met with Costa Cockfield on
16 -- what was the date there, August 30?

17 A. Uh-huh.

18 Q. It says at the top there I think something to the
19 effect of you arrived with your husband but then your
20 husband had to wait outside. Is that correct?

21 A. Correct.

22 Q. When you met with Ms. Cockfield, was it just the
23 two of you or was anyone else present in the room with you?

24 A. Just the two of us.

25 Q. How long would you say the meeting lasted?

1 A. 45 minutes to an hour maybe.

2 Q. Did Ms. Cockfield allow you to tell her whatever it
3 is you wanted to tell her?

4 A. She did.

5 Q. Did Ms. Cockfield allow you if you chose to give
6 her any type of document or copy of the schedule or anything
7 else you wanted her to have?

8 A. Yes.

9 Q. Did Costa Cockfield give you a full and fair
10 opportunity to air and make known to her anything at all
11 that you wanted to make known to her about Ms. Smith?

12 A. Yes.

13 Q. Do you have any complaints about your meeting with
14 Costa Cockfield?

15 A. No.

16 Q. Did the meeting end because you were done telling
17 her your side or the things you wanted her to know about Ms.
18 Smith or did it end because she kicked you out of her
19 office?

20 A. It ended because I was done.

21 Q. She did not rush you out and say, "Hey, I have
22 another meeting to get to" or "I have to get home" or be
23 anywhere else or anything like that?

24 A. Not that I can remember, no.

25 Q. If you had more to say and you wanted to keep

Angela Parsons

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2 was set up - Hal Hunter had set this meeting up but when I
3 got in there to Costa and was discussing - per our
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20 July, 1st of August when the meeting was set up. When I went
21 to her she said "Oh, this is a grievance. You need to fill
22 this out." She determined per our meeting that I needed to
23 fill out a grievance.

24 Q. The purpose of your meeting with Costa Cockfield
25 was to make her aware of your complaints regarding Jane

Angela Parsons

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1 you felt Ms. Smith was retaliating against you, right?

2 A. Correct.

3 Q. Is there anything in this situation whatsoever that
4 you did not make Ms. Costa Cockfield aware of?

5 A. Not that I can recall.

6 Q. You certainly - if there was anything that you did
7 not make her aware of, it was not because Ms. Cockfield cut
8 you off or kicked you out of the office or said, "I have to
9 go to another meeting. I'm sorry, we're done"?

10 A. No.

11 Q. You had every opportunity to talk. To your
12 knowledge as we sit here today, everything with regard to
13 the situation with Ms. Smith, your termination, what was
14 stated in the termination letter, all was raised with Ms.
15 Cockfield, correct?

16 A. It was.

17 Q. You met with Mr. O'Laughlin, the CEO, after your
18 meeting with Ms. Cockfield, correct?

19 A. I did.

20 Q. I know you said the meeting with Mr. O'Laughlin was
21 set up at the time you were with Ms. Cockfield ---

22 A. I believe it was set up that day.

23 Q. The meetings were not -- did not occur the same day
24 though?

25 A. No.

Angela Parsons

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1 Q. About how long after the meeting with Ms. Cockfield
2 do you think the meeting with Mr. O'Laughlin occurred?

3 A. There's a dated letter. I don't know exactly.

4 Q. Actually, no I appreciate you saying that.

5 A. I don't know.

6 Q. It does say in the letter the meeting was Friday,
7 September 30th.

8 A. I met with her August 30th.

9 Q. A month later.

10 A. Yeah.

11 Q. I apologize. I didn't know that date was in there
12 and you brought that to my attention. Your meeting I know
13 you said was about 30 minutes or so with Mr. O'Laughlin?

14 A. Yes.

15 Q. Similar to my questions about your meeting with Ms.
16 Cockfield, during your meeting with Mr. O'Laughlin, did he
17 at any point, you know, kick you out, tell you, "That's all
18 the time I have. I have to go do something else," and stop
19 you from talking?

20 A. No.

21 Q. Did Mr. O'Laughlin give you every opportunity to
22 tell him everything that you wanted to tell him about this
23 entire situation?

24 A. I believe so.

25 Q. Did you raise with Mr. O'Laughlin all the issues

1 that you say occurred with Ms. Smith, anything that was said
2 in the termination letter, and if you worked the hours, say,
3 "Hey, what they say in the termination letter here about not
4 working the hours, that's not true." You had the chance to
5 tell all of that to Mr. O'Laughlin, correct?

6 A. Yes. In reference to my termination, yes.

7 Q. Right.

8 A. Yes.

9 Q. You say "in reference to your termination." When
10 you talked with Mr. O'Laughlin, you did not just limit your
11 conversation to the termination letter says such and such
12 and that's not true. You gave him the background, the
13 situation with Ms. Smith, you felt she was retaliating
14 against you. You laid it all out for Mr. O'Laughlin, didn't
15 you?

16 A. I believe so.

17 Q. Did you know Mr. O'Laughlin to be of high
18 integrity?

19 A. Yes.

20 Q. Did you consider Mr. O'Laughlin to be an honest
21 person?

22 A. Yes.

23 Q. Do you have any reason to believe he is not a fair
24 person?

25 A. No.

Angela Parsons

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1 Q. Let me show you Defendant's Exhibit 4 [sic]. I
2 don't think this has come out before. You probably have seen
3 this before?

4 A. Yeah, I got this. I received this.

5 Q. Right. That's a letter from Mr. O'Laughlin to
6 yourself, correct?

7 A. Correct.

8 Q. In that letter, as you had pointed out, has the
9 date of the meeting, the meeting that occurred September
10 30th. This letter dated basically a week later, October 6th,
11 right?

12 A. Yes. August - yes, I met with them September 30th.
13 Correct. Sorry. Yes.

14 Q. It says he has reviewed the policy and your
15 records, right?

16 A. Uh-huh.

17 Q. It was his decision that the termination was
18 appropriate, correct?

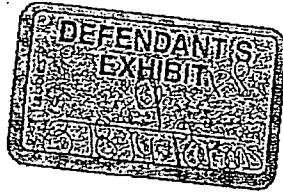
19 A. Yes.

20 Q. The decision would not be reversed, correct?

21 A. Right.

22 Q. That is the same Mr. O'Laughlin that you said
23 earlier you know to be of a high level of integrity, honest,
24 and fair, correct?

25 A. Correct.



CAROLINAS
HOSPITAL SYSTEM

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Florence, SC 29501-0550
(843) 674-5100
www.carlinahospital.com

October 6, 2011

Angela Parsons
2002 Welthersfield Drive
Florence, South Carolina 29501

Dear Ms. Parsons:

This letter is in follow up to our conversation and meeting which occurred Friday, September 30th pertaining to your grievance for termination of employment with Carolinas Hospital System. During our meeting you indicated that your purpose for filing the grievance was to seek reinstatement for your PRN status based on the fact that the hospital did not follow its policy. I have reviewed the policy and your records and have determined that you were either unable or unwilling to comply with the requirement as defined in the policy of a minimum of twelve (12) hours over a four week schedule. According to the policy, removal of PRN status will occur if the minimum requirement is not maintained for a period of three months without specific circumstances. In addition, your refusal to agree to cross training and care for post partum patients, rendered you with an inadequate skill set to meet the needs for staffing of the Women's Center.

As a result of these findings, it is my decision that the termination was appropriate and consistent with hospital policy. The decision will not be reversed.

Respectfully,

A handwritten signature in dark ink, appearing to read "James F. O'Loughlin".

James F. O'Loughlin
Chief Executive Officer

Cc: Shauna Miller, Interim Human Resources Director

Angela Parsons

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1 A. He called me and said he had either emailed Costa
2 or spoke with Costa and that I just needed to call the
3 office and set up. I don't believe he set it up. I think I
4 set it up.

5 Q. As far as you called?

6 A. Yeah the administrative offices.

7 Q. When did you call Ms. Cockfield's office to set up
8 the appointment?

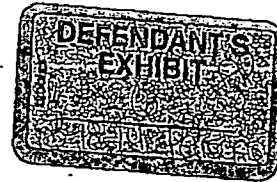
9 A. When I met with Hal Hunter June 28th, it wasn't like
10 - I mean, he did - he told me to give him some time and I
11 think it was a week or two maybe before I talked back with
12 him. After he had talked with Costa he called me and said
13 this is what I needed to do. I don't know exact dates and
14 time. I do have it written down.

15 Q. I understand you generally disagree with Ms.
16 Cockfield and Mr. O'Laughlin upholding your termination but
17 other than disagreeing with the decision, do you have a
18 disagreement with how they handled this situation?

19 A. No.

20 Q. That would go for Mr. Hunter as well? I know he did
21 not make a decision upholding or anything like that but do
22 you have a disagreement or a complaint with regard to how
23 Hal Hunter handled the situation?

24 A. No. He felt like that once I talked to Costa, that
25 everything would be worked out.



11

ACKNOWLEDGEMENT and RECEIPT OF HANDBOOK

The purpose of this handbook is to provide employees of this facility with general information regarding the personnel guidelines that the facility attempts to follow in most cases. Due to the nature of health care operations and variations necessary to accommodate individual situations, the guidelines set out in this handbook or in other personnel policies and procedures may not apply to every employee or in every situation. The facility reserves the right to rescind, modify or deviate from these or other guidelines, policies, practices or procedures relating to employment matters from time to time as it considers necessary in its sole discretion, either in individual or facility-wide situations without notice.

ALL EMPLOYEES ARE EMPLOYED FOR AN INDEFINITE TERM AND EMPLOYMENT MAY BE TERMINATED WITHOUT CAUSE AT ANY TIME, AT THE WILL OF EITHER THE EMPLOYEE OR THE FACILITY. This status can only be altered by a written contract of employment which is specific as to all material terms and is signed by both the employee and the Chief Executive Officer of this facility.

I HAVE READ AND UNDERSTAND THE ABOVE STATEMENT. I AGREE TO READ THE EMPLOYEE HANDBOOK WHICH I HEREBY ACKNOWLEDGE HAVING RECEIVED.

NEITHER THIS HANDBOOK NOR ANY PROVISION OF THIS HANDBOOK OR OTHER PERSONNEL POLICIES AND PROCEDURES ARE AN EMPLOYMENT CONTRACT OR ANY OTHER TYPE OF CONTRACT.

Employee Name (Print): Angela B. Parson
Department: SW / NBR Position: PA
Employee Signature: Angela B. Parson Date: 1/13/06

* Please return this form to Human Resources.



IMPORTANT NOTICE

This handbook is designed as a helpful guide for you to use as you become acquainted to your tasks and responsibilities as an employee of this facility. Much of the information on these pages is a summary of Facility policies as well as federal, state and local laws which change from time to time. Please read this handbook carefully and keep it for further reference. If you have any questions concerning the policies, programs or benefits outlined in this handbook, please contact your manager or Human Resources.

NOTHING IN THIS HANDBOOK OR IN ANY OF THE FACILITY'S POLICIES AND PROCEDURES MANUALS SHALL BE DEEMED TO CONSTITUTE A CONTRACT OF EMPLOYMENT FOR ANY DURATION OR TERM BETWEEN YOU AND COMMUNITY HEALTH SYSTEMS (CHS) AND/OR CAROLINAS MEDICAL ALLIANCE, INC. (CMAA) (THE "FACILITY"). ALL EMPLOYEES OF THE FACILITY ARE EMPLOYEES AT WILL WHO MAY QUIT AT ANY TIME FOR ANY REASON AND WHO MAY BE TERMINATED AT ANY TIME FOR ANY OR NO REASON (THAT IS, WITH OR WITHOUT CAUSE). NO ONE OTHER THAN THE CHIEF OPERATING OFFICER OF THE FACILITY MAY MAKE ANY PROMISES OR ASSURANCES OR ENTER INTO ANY CONTRACT, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, THAT IN ANY WAY IS CONTRARY TO OR INCONSISTENT WITH THE LIMITATIONS SET FORTH IN THIS PARAGRAPH, AND ANY SUCH PROMISES, ASSURANCES, OR PURPORTED CONTRACTS SHALL BE INVALID AND NOT BINDING ON THE FACILITY UNLESS ADOPTED, ENDORSED, OR AGREED TO IN WRITING BY THE FACILITY'S CHIEF OPERATING OFFICER. REGARDLESS OF ANY OTHER PROVISIONS IN THIS HANDBOOK, IT IS NOT CONTRACTUAL IN NATURE. THE HANDBOOK AND ANY PROVISIONS OF THE HANDBOOK MAY BE MODIFIED OR WITHDRAWN BY THE FACILITY AT ANY TIME AND WITH OR WITHOUT NOTICE TO EMPLOYEES.

THIS EMPLOYEE HANDBOOK SUPERSEDES ANY EMPLOYEE HANDBOOK(S) PREVIOUSLY ISSUED BY THE FACILITY, AND THUS ANY EMPLOYEE HANDBOOK(S) PREVIOUSLY ISSUED BY THE FACILITY ARE HEREBY REVOKED.

Benefit plan descriptions contained in this handbook are not employee benefit plan documents. In the event any inconsistency exists between the information in this handbook and any applicable employee benefit plan documents, the provisions in the employee benefit plan documents shall govern.

I agree to read this handbook and follow the rules, policies and procedures described during my employment. I understand that my employment with the facility will be on an at-will basis, and that either I or the facility can terminate the relationship at any time, with or without notice and with or without cause.

Angela B. Parsons
Signature

10-30-07
Date

Angela B. Parsons
Name (Printed)

(Sign and date this form, remove it from the book and return to Human Resources)
Revised 8/14/07



IMPORTANT NOTICE

This handbook is designed as a helpful guide as you become acquainted with your tasks and responsibilities as an employee of this facility. Much of the information on these pages is a summary of facility policies as well as federal, state and local laws which change from time to time. Due to the nature of healthcare operations and variations necessary to accommodate individual situations, the guidelines set out in this handbook may not apply to every employee in every situation. The facility reserves the right to rescind, modify or deviate from these or other guidelines, policies, practices or procedures relating to employment matters from time to time as it considers necessary in its sole discretion, either in individual or facility-wide situations with or without notice.

Please read this handbook carefully and keep it for further reference. If you have any questions concerning the policies, practices, programs or benefits outlined in this handbook, please contact your manager or the Human Resources Department.

Nothing in this handbook or in any of the facility's policies and procedures manuals shall be deemed to constitute a contract of employment for any duration or term, and all employees of this facility are employees-at-will who may quit at any time for any reason and who may be terminated at any time for any or no reason (that is, with or without cause). No one other than the Chief Executive Officer of the facility may make any promises or assurances or enter into any contract, whether oral or written, express or implied, that in any way is contrary to or inconsistent with the limitations set forth in this paragraph. Regardless of any other provisions in this handbook, it is not contractual in nature.

Benefit plan descriptions contained in this handbook are not employee benefit plan documents. In the event any inconsistency exists between the information in this handbook and any applicable employee benefit plan documents, the provisions in the employee benefit plan documents shall govern.

In the event that this handbook conflicts with the terms of a collective bargaining agreement, the language in the collective bargaining agreement shall govern.

In South Carolina:

PURSUANT TO S.C. CODE ANN. §41-1-110, THIS EMPLOYEE HANDBOOK CREATES NO CONTRACTUAL OBLIGATION OF ANY KIND. ALL EMPLOYEES OF CAROLINAS HOSPITAL SYSTEM/CAROLINAS MEDICAL ALLIANCE, INC. ARE EMPLOYED AT-WILL, MEANING EMPLOYEES MAY QUIT OR BE TERMINATED AT ANY TIME, WITH OR WITHOUT CAUSE.

THIS EMPLOYEE HANDBOOK IS NOT A CONTRACT. NOTHING IN THIS HANDBOOK OR ANY HOSPITAL/FACILITY POLICY SHALL BE CONSTRUED TO BE A CONTRACT OR CREATE CONTRACTUAL OBLIGATIONS OF ANY KIND.

THE HOSPITAL/FACILITY RESERVES THE RIGHT TO AMEND, MODIFY OR WITHDRAW THIS EMPLOYEE HANDBOOK, OR ANY PORTION OF IT, AT ANY TIME, WITH OR WITHOUT NOTICE OR CONSENT OF EMPLOYEES.

NO STATEMENTS BY ANY PERSON, WHETHER WRITTEN OR ORAL, WHICH ARE CONTRARY TO OR INCONSISTENT WITH THE LIMITATIONS SET FORTH IN THIS NOTICE SHALL CREATE ANY CONTRACT UNLESS AGREED TO IN WRITING BY THE HOSPITAL CHIEF EXECUTIVE OFFICER.

I agree to read this handbook and follow the rules, policies and procedures described in the handbook during my employment.

I understand that my employment with the facility will be on an at-will basis, and that either I or the facility can terminate the relationship at any time, with or without notice and with or without cause.

I understand that the handbook is not contractual in nature.

I further understand that the handbook and the provisions of the handbook may be modified or withdrawn at any time by the facility with or without notice to employees.

Angele Parsons
Signature

12/22/09
Date

Angele B Parsons
Name (Printed)

(Sign and date this form, but DO NOT remove this page from the book.)
Revised 7/2009

1 MR. SHEINIS: Mark that please.

2 (DEFENDANT'S EXHIBIT NUMBER SIX MARKED FOR IDENTIFICATION.)

3 Q. Let me give you Exhibit 6. Take a look at that one
4 and tell me when you have had a chance to look it over.

5 A. Okay.

6 Q. Let me start at the top. It states it is an
7 acknowledgment in receipt of handbook, correct?

8 A. Correct.

9 Q. That would be the employee handbook, correct?

10 A. Correct.

11 Q. Down at the bottom there is an employee name. It
12 appears to be your name?

13 A. Correct.

14 Q. Those three lines there where it says employee name
15 (print), department and position, and then employee
16 signature and date, is that all your writing?

17 A. Correct.

18 Q. In fact, especially your signature. That is your
19 signature, correct?

20 A. Correct.

21 Q. You signed this voluntarily, correct?

22 A. Correct.

23 Q. I want to read some things from here and I want you
24 to tell us if I am reading them correctly. Starting at the
25 end of the second line, you see the word "due," D-U-E? The

1 ARE AN EMPLOYMENT CONTRACT OR ANY OTHER TYPE OF CONTRACT,"
2 correct?

3 A. Correct.

4 Q. Do you agree then that based upon this and your
5 signature that you did not have an employment contract with
6 the hospital?

7 A. According to this, yes.

8 Q. Not just according to this. If you are aware of
9 yourself having an employment contract with the facility,
10 with the hospital, at the time you signed this document,
11 January 13th, 2006, tell me, identify that contract for me
12 now please.

13 A. This was dated 2006 and I was hired in June of
14 1997.

15 Q. As of January 13th, 2006 did you have an employment
16 contract with this hospital?

17 A. No.

18 MR. SHEINIS: Will you mark that one please?

19 (DEFENDANT'S EXHIBIT NUMBER SEVEN MARKED FOR
20 IDENTIFICATION.)

21 Q. I have now shown you Exhibit - what are we up to?
22 Seven I think it is. Exhibit 7, have you had a chance to
23 look at that?

24 A. I was reading it.

25 Q. Let me know when you are done.

1 A. Okay.

2 Q. Is that your printed name and signature on the
3 bottom of this form?

4 A. Yes.

5 Q. The date there as well, is that your handwriting?

6 A. Yes.

7 Q. For the record, the date is October 30, 2007,
8 correct?

9 A. Correct.

10 Q. The second paragraph there you see is all capitals
11 and in bold print, correct?

12 A. Correct.

13 Q. Tell me if I am reading this correctly from the
14 start of that paragraph. Let me back up. This was signed by
15 you pertaining to your employment at this hospital, correct?

16 A. Correct.

17 Q. It says, "Nothing in this handbook or in any of the
18 facilities, policies, and procedures manuals should be
19 deemed to constitute a contract of employment for any
20 duration or term," correct?

21 A. Correct.

22 Q. That is similar to the last exhibit we just looked
23 at. There is nothing in this document or in the handbook
24 that constitutes a contract of employment between you and
25 the hospital, correct?

Angela Parsons

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1 that in any way was contrary or inconsistent with the
2 limitations in this paragraph, correct?

3 A. Correct.

4 Q. You were aware that anything Donna Sullivan might
5 of said 10 years prior to you signing this was not a valid
6 promise or assurance regarding your employment, correct?

7 A. Based on this, correct.

8 (DEFENDANT'S EXHIBIT NUMBER EIGHT MARKED FOR
9 IDENTIFICATION.)

10 Q. I have a few more of these to go through. Ms.
11 Parsons, if you would look at the next exhibit, Number 8
12 please. Take a moment to familiarize yourself with that and
13 let me know when you are ready.

14 A. Okay.

15 Q. If you look at the bottom there is a printed name
16 and a signature. Did you both print your name and sign this
17 document?

18 A. Correct.

19 Q. The date, are you the person who dated it?

20 A. Correct.

21 Q. That date for the record is December 22nd, 2009,
22 correct?

23 A. Correct.

24 Q. Let me read certain sections of this notice as we
25 have done before. In the first paragraph, third line down,

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1 second line from the top?

2 A. Yes.

3 Q. "Due to the nature of healthcare operations and
4 variations necessary to accommodate individual situations,
5 the guidelines set out in this handbook or in other
6 personnel policies and procedures may not apply to every
7 employee or in every situation." Did I read that correctly?

8 A. Correct.

9 Q. It goes on. "The facility reserves the right to
10 rescind, modify, or deviate from these or other guidelines,
11 policies, practices, or procedures relating to employment
12 matters from time to time as it considers necessary in its
13 sole discretion either in individual or facility wide
14 situations without notice." Did I read that correctly?

15 A. Yes.

16 Q. By signing or writing your name and signing at the
17 bottom, you are indicating agreement and acceptance of what
18 it states in this acknowledgment, correct?

19 A. Correct.

20 Q. You were agreeing that the facility, being the
21 hospital, was entitled to rescind, modify, or deviate from
22 any of their policies or procedures from time to time as it
23 considered necessary, correct?

24 A. Correct.

25 Q. The hospital's ability to rescind, modify, or

1 deviate from any guidelines or policies and procedures was
2 in the hospital's -- in its sole discretion either in
3 individual or facility wide situations without notice,
4 correct?

5 A. Correct.

6 Q. The hospital could rescind, modify, or deviate from
7 any of their policies and practices in its sole discretion
8 as it pertained to you, couldn't they?

9 A. Correct.

10 Q. Let's go to the next paragraph. Tell me if I am
11 reading this correctly. "All employees are employed for an
12 indefinite term and employment." Do you know what that
13 means?

14 A. Yes.

15 Q. Actually, I probably stopped at the wrong part. Put
16 a comma there. "All employees are employed for an indefinite
17 term and employment may be terminated without cause at any
18 time at the will of either the employee or the facility."
19 Did I read that correctly?

20 A. Yes.

21 Q. That is actually in all capitals, that sentence I
22 just read, correct?

23 A. Yes.

24 Q. Let's break that down. It says, "Employment may be
25 terminated without cause at any time." What does that mean

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1 there is a sentence that starts, "Due to the nature." Do you
2 see that?

3 A. Yes.

4 Q. "Due to the nature of healthcare operations and
5 variations necessary to accommodate individual situations,
6 the guidelines set out in this handbook may not apply to
7 every employee in every situation." Did I read that
8 correctly?

9 A. Correct.

10 Q. "The facility reserves the right to rescind,
11 modify, or deviate from these or other guidelines, policies,
12 practices, or procedures relating to employment matters from
13 time to time as it considers necessary in its sole
14 discretion either in individual or facility wide situations
15 with or without notice." Did I read that correctly?

16 A. Correct.

17 Q. That means that the hospital can rescind, modify,
18 or deviate from any of its guidelines, its policies,
19 practices, or procedures relating to your employment at any
20 time they wished, couldn't they?

21 A. Yes.

22 Q. This document states that it is within the right of
23 the hospital to do so in their discretion, correct?

24 A. Correct.

25 Q. If the hospital chooses to deviate from its own

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1 policies or procedures with regard to your employment, that
2 is totally up to them and there is not anything you can do
3 about that, correct?

4 A. Correct.

5 Q. Let's go to the third paragraph. "Nothing in this
6 handbook or in any of the facility's policies and procedures
7 manuals shall be deemed to constitute a contract of
8 employment." Did I read that correctly?

9 A. Correct.

10 Q. At the time you signed this in 2009, did you have
11 any contract of employment with the hospital?

12 A. Not contract, no.

13 Q. It then goes on to state, "All employees of this
14 facility are employees-at-will who may quit at any time for
15 any reason and who may be terminated at any time for any or
16 no reason that is with or without cause." Did I read that
17 correctly?

18 A. Correct.

19 Q. Do you agree then, and you agreed in 2009 when you
20 signed this document, that you were at all times an at-will
21 employee of this hospital, correct?

22 A. According to this document, correct.

23 Q. Are you disputing this document?

24 A. No.

25 Q. You agree that at all times working for the

1 to you?

2 A. That they don't have to have a reason to terminate.

3 Q. Right. That the hospital can terminate you without
4 even having a reason for it, correct?

5 A. That's what this states.

6 Q. It says, "at the will of either the employee or the
7 facility." That means that you could terminate your own
8 employment at any time as well, correct?

9 A. Correct.

10 Q. Both you and the hospital at any time, with or
11 without reason, can terminate the relationship, correct?

12 A. Correct.

13 Q. When you signed at the bottom, you signed agreeing
14 to that, correct?

15 A. Correct.

16 Q. The next paragraph starts off, "I HAVE READ AND
17 UNDERSTAND THE ABOVE STATEMENT." In fact, you did read it
18 and you understood it at the time you signed this document,
19 correct?

20 A. Correct.

21 Q. The last paragraph -- and that last paragraph is in
22 all capitals and bold letters, correct?

23 A. Correct.

24 Q. It states, "NEITHER THIS HANDBOOK OR ANY PROVISION
25 OF THIS HANDBOOK OR OTHER PERSONNEL POLICIES AND PROCEDURES

1 A. According to this, correct.

2 Q. Again, just like in 2006, in 2007 when you signed
3 this, there was not a contract of employment between you and
4 the hospital, correct?

5 A. Correct.

6 Q. You then drop down a couple lines toward the right,
7 it says, "and all employees" it's the fifth line down. Do
8 you see where I am in that fifth line down in that
9 paragraph?

10 A. Yes.

11 Q. "Any and all employees of the facility are
12 employees-at-will who may quit at any time for any reason."
13 Was that true that you could quit at any time for any
14 reason?

15 A. Correct.

16 Q. "And who may be terminated at any time for any or
17 no reason that is with or without cause." Is that true that
18 you could be terminated at any time for any or no reason
19 that is with or without cause from the hospital?

20 A. According to this.

21 Q. Are you disputing that this is correct? When you
22 say "according to this," it could mean that ---

23 A. That's what this states, correct.

24 Q. You do agree that what this document states that I
25 just read about being terminated at any time, for any or no

1 cause was in fact the status of your employment, correct?

2 A. Correct.

3 Q. Then it says, "No one other than the chief
4 operating officer of the facility may make any promises or
5 assurances or enter into any contract whether oral or
6 written, express or implied, that in any way is contrary to
7 or inconsistent with the limitations set forth in this
8 paragraph." Did I read that correctly?

9 A. Correct.

10 Q. Did the chief operating officer of the hospital at
11 any time, whomever the chief operating officer was during
12 the times that you've worked at this hospital, ever make to
13 you any promises or assurances regarding your employment?

14 A. No.

15 Q. Has anyone -- strike that. It continues to say,
16 "that in any way is contrary to or inconsistent with the
17 limitations set forth in this paragraph and any such
18 promises, assurances, or purported contracts shall be
19 invalid and not binding on the facility unless adopted,
20 endorsed, or agreed to in writing by the facility's chief
21 operating officer." Did I read that correctly?

22 A. Correct.

23 Q. By signing this you were agreeing to what is stated
24 in this notice, correct?

25 A. Correct.

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1 ARE AN EMPLOYMENT CONTRACT OR ANY OTHER TYPE OF CONTRACT,"
2 correct?

3 A. Correct.

4 Q. Do you agree then that based upon this and your
5 signature that you did not have an employment contract with
6 the hospital?

7 A. According to this, yes.

8 Q. Not just according to this. If you are aware of
9 yourself having an employment contract with the facility,
10 with the hospital, at the time you signed this document,
11 January 13th, 2006, tell me, identify that contract for me
12 now please.

13 A. This was dated 2006 and I was hired in June of
14 1997.

15 Q. As of January 13th, 2006 did you have an employment
16 contract with this hospital?

17 A. No.

18 MR. SHEINIS: Will you mark that one please?

19 (DEFENDANT'S EXHIBIT NUMBER SEVEN MARKED FOR
20 IDENTIFICATION.)

21 Q. I have now shown you Exhibit - what are we up to?
22 Seven I think it is. Exhibit 7, have you had a chance to
23 look at that?

24 A. I was reading it.

25 Q. Let me know when you are done.

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1 A. According to this, correct.

2 Q. Again, just like in 2006, in 2007 when you signed
3 this, there was not a contract of employment between you and
4 the hospital, correct?

5 A. Correct.

6 Q. You then drop down a couple lines toward the right,
7 it says, "and all employees" it's the fifth line down. Do
8 you see where I am in that fifth line down in that
9 paragraph?

10 A. Yes.

11 Q. "Any and all employees of the facility are
12 employees-at-will who may quit at any time for any reason."
13 Was that true that you could quit at any time for any
14 reason?

15 A. Correct.

16 Q. "And who may be terminated at any time for any or
17 no reason that is with or without cause." Is that true that
18 you could be terminated at any time for any or no reason
19 that is with or without cause from the hospital?

20 A. According to this.

21 Q. Are you disputing that this is correct? When you
22 say "according to this," it could mean that ---

23 A. That's what this states, correct.

24 Q. You do agree that what this document states that I
25 just read about being terminated at any time, for any or no

1 policies or procedures with regard to your employment, that
2 is totally up to them and there is not anything you can do
3 about that, correct?

4 A. Correct.

5 Q. Let's go to the third paragraph. "Nothing in this
6 handbook or in any of the facility's policies and procedures
7 manuals shall be deemed to constitute a contract of
8 employment." Did I read that correctly?

9 A. Correct.

10 Q. At the time you signed this in 2009, did you have
11 any contract of employment with the hospital?

12 A. Not contract, no.

13 Q. It then goes on to state, "All employees of this
14 facility are employees-at-will who may quit at any time for
15 any reason and who may be terminated at any time for any or
16 no reason that is with or without cause." Did I read that
17 correctly?

18 A. Correct.

19 Q. Do you agree then, and you agreed in 2009 when you
20 signed this document, that you were at all times an at-will
21 employee of this hospital, correct?

22 A. According to this document, correct.

23 Q. Are you disputing this document?

24 A. No.

25 Q. You agree that at all times working for the

Angela Parsons

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1 told me they would give me, you know, the 12 hour shifts,
2 you know.

3 Q. You are saying that Donna Sullivan told you that in
4 1997 ---

5 A. Correct.

6 Q. But we have seen several times ---

7 A. Sure.

8 Q. --- that only the CEO or the COO ---

9 A. Correct.

10 Q. --- can make any promises or assurances regarding
11 your employment, correct?

12 A. Correct.

13 Q. We have established that no CEO and no COO has
14 given you any promises or assurances regarding your
15 employment, correct?

16 A. Correct.

17 Q. Therefore, if we go back - let's see. When was --
18 I think the first one of these exhibits that you signed
19 regarding the acknowledgment was in 2006. We say from 2006
20 forward, you had no promises or assurances regarding your
21 employment in any form or fashion at this hospital, correct?

22 A. Correct.

23 Q. Since there were no promises or assurances
24 regarding your employment at this hospital from 2006
25 forward, the hospital could have terminated you at any time

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1 with or without notice, with or without cause, correct?

2 A. Correct.

3 Q. Similarly, if the hospital just decided we are not
4 going to give Angel Parsons PRN hours anymore and terminate
5 her because she is not working hours, the hospital can do
6 that, correct?

7 A. Correct.

8 Q. How long have you known Costa Cockfield?

9 A. Since I was employed in 1997.

10 Q. Ms. Cockfield as I understand is the chief nursing
11 officer here at the hospital, correct?

12 A. Correct.

13 Q. Was she the chief nursing officer when you started
14 working here in 1997?

15 A. I believe so. I'm not 100 percent.

16 Q. Would it be correct to say that at least for the
17 majority of your years at this hospital Ms. Cockfield was
18 the chief nursing officer?

19 A. Yes.

20 Q. You knew her to have that position, correct?

21 A. Correct.

22 Q. Did you know Ms. Cockfield to the point where if
23 the two of you crossed paths in the hall in the hospital
24 when you were working here, she would know who you were and
25 would be able to say, "Hi, Angel"?

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1 A. In a four week period.

2 Q. Ms. Parsons then, based on your I'll just say 14
3 plus years of employment with Carolinas and your
4 understanding of the hospital policy, did you have any kind
5 of expectation that you would be working?

6 A. Yes.

7 Q. I think we have clearly established that the
8 employment that you were under was at-will. You agree that
9 you were an at-will employee, do you not?

10 A. Yes.

11 Q. Why do you believe that your termination was a
12 wrongful termination?

13 A. Because it was not based on the hospital policy.

14 Q. What policy was that?

15 A. That you are required slash work slash scheduled a
16 minimum of 12 hours a pay period which was a four week
17 period. They were trying to say I didn't work it but I
18 wasn't even getting scheduled the last couple of months.

19 Q. Why do you believe you were not getting scheduled
20 in the last couple of months?

21 A. Because Jane Smith chose not to schedule me.

22 Q. We have also kind of went through the fact that you
23 agree that the director could schedule you to work?

24 A. Uh-huh.

25 Q. If the director kept you off the schedule, do you

1 your grievance was that she - "I uphold the decision to
2 terminate based on PRN status." Anywhere in that decision
3 did Ms. Cockfield indicate that she made a decision
4 regarding your allegations against Jane Smith?

5 MR. SHEINIS: Object to the form.

6 A. No.

7 Q. In Mr. O'Laughlin's response letter to you dated
8 October 6th, 2011, did Mr. O'Laughlin include any findings
9 regarding your allegations against Jane Smith?

10 MR. SHEINIS: Object to the form.

11 A. No.

12 Q. I do not think I have any other questions.

13 REDIRECT EXAMINATION BY MR. SHEINIS:

14 Q. I will follow up. I am truly thrilled that you do
15 not think that these things are proper but I would like you
16 to tell me one law or anything that anything is based upon
17 that says that anything that happened to you at this
18 hospital broke or violated any law.

19 MS. CLARK: Object to the form.

20 A. I just feel like I was terminated and was not based
21 on the hospital policy -- that I followed policy.

22 Q. How many times have we said already in this
23 deposition that, "The hospital reserves the right to
24 rescind, modify, or deviate from these or other guidelines,
25 policies, practices, or procedures relating to employment

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- 1 time at the hospital?
- 2 A. No, sir.
- 3 Q. Do you know Rocky Taylor?
- 4 A. Yes.
- 5 Q. How do you know Rocky?
- 6 A. Co-worker at - former co-worker.
- 7 Q. What did you review outside of what you have done
- 8 with your attorney to prepare for the deposition today?
- 9 A. Just my knowledge of, you know ...
- 10 Q. Have you reviewed papers, documents?
- 11 A. Right, all this.
- 12 Q. You were present for the depositions of all the
- 13 nurses?
- 14 A. Yes.
- 15 Q. Present for Costa Cockfield's deposition?
- 16 A. Yes.
- 17 Q. You do not know anything about Jane Smith's
- 18 training, do you?
- 19 A. I do not.
- 20 Q. If your meeting with Mr. Hunter was on or about
- 21 June 28th, do you know why it was not until two months later
- 22 that you met with Chief Nursing Officer Costa Cockfield?
- 23 A. That's when the meeting was set up for.
- 24 Q. Was the meeting set up -- you might of said, how
- 25 did the meeting with Ms. Cockfield get set up?

1 Q. When you met with Hal Hunter, were you satisfied
2 with him referring you to Chief Nursing Officer Costa
3 Cockfield?

4 A. Yes.

5 Q. As a PRN nurse you did not receive any employment
6 benefits such as health insurance, 401K, anything like that
7 at all, correct?

8 A. No, I did not receive. I put in to the 401K but I
9 don't think there was a match or anything.

10 Q. Right. Your employment was strictly you get paid
11 per hour and that's it?

12 A. Correct.

13 Q. Your meeting with Hal Hunter on -- I think it
14 occurred June 28th. Does that sound right?

15 A. Yeah, I think it was the 28th.

16 Q. Was that the first time you had made a complaint
17 about Jane Smith to anyone, I will call it, above Jane Smith
18 in the hierarchy of the hospital?

19 A. Yes.

20 Q. Mr. Hunter referred you to Costa Cockfield, right?

21 A. Yes.

22 Q. A meeting was set up with Ms. Cockfield?

23 A. Correct.

24 Q. Your meeting with her on August 30th, 2011 was that
25 meeting, correct?

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1 A. Correct.

2 Q. That was the very first time that you made a
3 complaint to Ms. Cockfield about Ms. Smith. Is that correct?

4 A. Yes.

5 Q. Your meeting with Mr. O'Laughlin, which I believe
6 was September 30th, 2011?

7 A. Yes.

8 Q. That was the first time you had made a complaint to
9 Mr. O'Laughlin about Ms. Smith, correct?

10 A. Right. That was the second step of the grievance.

11 Q. Right.

12 A. Yes.

13 Q. Other than your meeting with Hal Hunter -- I think
14 you said that was an in-person meeting, right?

15 A. And I had talked to him several times on the phone,
16 yes.

17 Q. Then your meeting with Chief Nursing Officer Costa
18 Cockfield. And then your meeting with CEO James O'Laughlin.
19 Other than those three persons at those three times, did you
20 make any complaint about Jane Smith to anyone above Jane
21 Smith in the hospital hierarchy?

22 A. No.

23 Q. Did you ever call the, I'll call it the 1-800
24 number or hotline, compliance hotline, for anything? Not
25 just about Jane Smith but about anything during all your

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1 STATE OF SOUTH CAROLINA)

2 : C-E-R-T-I-F-I-C-A-T-E

3 COUNTY OF HORRY)

4

5

6 I, Alison Peterson, Court Reporter and Notary Public,
7 certify that I did have Angela Parsons to appear before me
8 at 1:45 p.m. on Tuesday, March 18, 2014, at the offices of
9 Carolinas Hospital, 1594 Freedom Boulevard, Administrative
10 Conference Room, Florence, South Carolina, that the witness
11 was sworn and cautioned to tell the truth, the pages
12 constitute a true and accurate transcript of the testimony
13 given at that time and place.

14 I further certify that I am not of counsel or kin to any of
15 the parties to this cause of action, nor am I interested in
16 any manner in its outcome.

17 IN WITNESS WHEREOF, I have hereunto set my hand and seal
18 this the 18th day of March, 2014.

19

20

21

22

Alison Peterson

23

Notary Public for South Carolina

24

My Commission Expires: 04-11-23

25

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF FLORENCE) TWELFTH JUDICIAL CIRCUIT
C/A NO: 2012-CP-21-3016

Angela Parsons,

Plaintiff,

-vs-

Jane Smith and QHG of South Carolina)
d/b/a Carolinas Hospital System,)
and Carolinas Hospital System,)
)

Defendants.)
)

DEPOSITION OF:

COSTA KING COCKFIELD

Deposition of COSTA KING COCKFIELD taken before
Laura W. Little, Verbatim Reporter and Notary Public in
and for the State of South Carolina, at Carolinas Hospital
Administrative Conference Room, 1594 Freedom Boulevard,
Florence, South Carolina, commencing at 8:15 a.m. on the
6th day of December, 2013.

Laura W. Little
Laura Little Reporting Service
Post Office Box 710
Darlington, South Carolina 29540
843-393-6466



1 decision of the Director at that point when it's
2 grieving a termination?

3 A. If an individual is grieving a termination,
4 yes, I will look at the information regarding the
5 reason for that termination.

6 Q. Okay. All right. Let's turn now then to the
7 PRN policy. I'm calling it a policy and you can rename
8 that or rephrase it if I need to. All right, when one
9 is hired PRN, what does that mean?

10 A. PRN status means as needed.

11 Q. But within Carolinas policy are there any
12 expectations of a number of hours that need to be
13 worked?

14 A. There is an expectation in order to ensure
15 competencies and annual requirements are met that we
16 would expect a PRN to work a minimum of one shift in a
17 schedule and a schedule is typically four weeks.

18 RN/LPN CAROLINAS ON CALL AND PRN POLICY,
19 CONSISTING OF FOUR (4) PAGES, MARKED FOR
20 IDENTIFICATION AS PLAINTIFF'S EXHIBIT NUMBER
21 ONE(1).

22 Q. I'm going to hand you what is marked as
23 Plaintiff's Exhibit 1 and I'd like for you to look at
24 that document.

25 A. (Deponent complies)

1 Q. Are you familiar with that document at all?

2 A. Yes.

3 Q. And is there a name for this document that
4 you all call it?

5 A. It's entitled RN/LPN Carolinas On Call and
6 PRN.

7 Q. Okay. And do you agree with the PRN As
8 Needed the number of hours expected to work that there
9 is a minimum of 12 hours, I guess, per four week
10 schedule?

11 A. That's what it says.

12 Q. Okay. And do you believe that that
13 requirement is still in effect presently?

14 A. I do. I will stipulate that PRN is as
15 needed. So there is often -- there are often times
16 that based on census that we don't need PRNs. so we
17 would call them off if they were scheduled to work.
18 That is, that is our expectation here.

19 Q. Okay. And so if one falls below the 12
20 hours, if one falls below the 12 hour expectation
21 because of low census they are not penalized for that,
22 are they?

23 A. If it's strictly a low census, then staffing
24 is reevaluated and we look to see if an individual
25 could be used somewhere else in the hospital.

CAROLINAS HOSPITAL SYSTEM FLORENCE, SC			
Policy/Procedure Title	RN/LPN Carolinas On Call and PRN		
Department Generating Policy	HUMAN RESOURCES	Effective	8/20/2003
Affected Departments			
Prepared By	Tammy Dickerson	Dept/Title	HUMAN RESOURCES
Dept/Committee Approval (If Applicable)		Dept/Title	
Medical Staff Approval (If Applicable)		Dept/Title	
Board Approval (If Applicable)		Dept/Title	

RN/LPN

Carolinas On Call and PRN

	Plan A Fulltime COC	Plan B Part Time COC	PRN As Needed
Number of Hours Expected Work	64-72 hours per pay period	24-63 hours per pay period	Minimum 12 hours 4 week schedule
Pay Rate	RN/LPN - See H.R. for Rates.	RN/LPN - See H.R. for Rates.	Based on years experience
Weekend Obligation	Every other week- end based on specific unit needs & Managers's discretion.	One weekend per 4 week schedule - minimum of 24 hrs.	As needed
Weekend Differentials	No	No	No
Required Experience	1 year pertinent experience as RN/LPN	1 year pertinent experience as RN/LPN	At least 1 year pertinent experi- ence as RN/LPN.
Attendance/Tardies	Per CHS Attendance Policy and Points System Guidelines. This is located in the CHS employee handbook.	Per CHS Attendance Policy and Points System Guidelines. This is located in the CHS employee handbook.	Per CHS Attendance Policy and Points System Guidelines. This is located in the CHS employee handbook.
Holidays	Meet permanent fulltime status holiday obligation	Minimum of 1 major holiday per year (July 4th,	Minimum of 1 major holiday per year (July 4th,

**PLAINTIFF'S
EXHIBIT**

12/15/13 LUB

	as defined by Manager.	Labor Day, Thanksgiving Day, Christmas Day, New Year's Day) plus 1 additional holiday.	Labor Day, Thanksgiving Day, Christmas Day, New Year's Day).
Removal from status	Refusal of 2 assignments in a 6 month period.	Refusal of 2 assignments in a 2 mth minimum or required hours not maintained for 3 months with out circumstances	Minimum required hours not main- tained for 3 months without circumstances.
Float - Order of Progression * Skill Mix/Manager's Discretion	PRN - As Needed PLAN B - Part Time COC PLAN A - Full Time COC Part Time Full Time	PRN - As Needed PLAN B -Part Time COC PLAN A -Full Time COC Part Time Full Time	After all COC employees.
First to Take Low Census - Order of Progression * Skill Mix/Manager's Discretion	Over Time PRN PLAN B - Part Time COC PLAN A - Full Time COC Part Time Full Time	Over Time PRN PLAN B -Part Time COC PLAN A -Full Time COC Part Time Full Time	Over Time PRN PLAN B -Part Time COC PLAN A -Full Time COC Part Time Full Time

Reviews:	1st	2nd	3rd	4th	5th
Date:					
By:					
Revisions:	1st	2nd	3rd	4th	5th
Date:					
By:					

CAROLINAS HOSPITAL SYSTEM FLORENCE, SC			
Policy/Procedure Title	RN/LPN Carolinas On Call and PRN		
Department Generating Policy	HUMAN RESOURCES	Effective	8/20/2003
Affected Departments			
Prepared By	Tammy Dickerson	Dept/Title	HUMAN RESOURCES
Dept/Committee Approval (If Applicable)		Dept/Title	
Medical Staff Approval (If Applicable)		Dept/Title	
Board Approval (If Applicable)		Dept/Title	

RN/LPN
Carolinas On Call and PRN

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Number of Hours Expected Work	64-72 hours per pay period	24-63 hours per pay period	Minimum 12 hours 4 week schedule
Pay Rate	RN/LPN - See H.R. for Rates.	RN/LPN - See H.R. for Rates.	Based on years experience
Weekend Obligation	Every other week- end based on specific unit needs & Managers's discretion.	One weekend per 4 week schedule - minimum of 24 hrs.	As needed
Weekend Differentials	No	No	No
Required Experience	1 year pertinent experience as RN/LPN	1 year pertinent experience as RN/LPN	At least 1 year pertinent experi- ence as RN/LPN.
Attendance/Tardies	Per CHS Attendnace Policy and Points System Guidelines. This is located in the CHS employee handbook.	Per CHS Attendance Policy and Points System Guidelines. This is located in the CHS employee handbook.	Per CHS Attendance Policy and Points System Guidelines. This is located in the CHS employee handbook.
Holidays	Meet permanent fulltime status holiday obligation	Minimum of 1 major holiday per year (July 4th,	Minimum of 1 major holiday per year (July 4th,

	as defined by Manager.	Labor Day, Thanksgiving Day, Christmas Day, New Year's Day) plus 1 additional holiday.	Labor Day, Thanksgiving Day, Christmas Day, New Year's Day).
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First to Take Low Census - Order of Progression * Skill Mix/Manager's Discretion	Over Time PRN PLAN B - Part Time COC PLAN A - Full Time COC Part Time Full Time	Over Time PRN PLAN B -Part Time COC PLAN A -Full Time COC Part Time Full Time	Over Time PRN PLAN B -Part Time COC PLAN A -Full Time COC Part Time Full Time

Reviews:	1st	2nd	3rd	4th	5th
Date:					
By:					
Revisions:	1st	2nd	3rd	4th	5th
Date:					
By:					

1 On the contrary, Director, if you have part-time
2 employees and they are either exceeding or not meeting
3 their hours, that's problematic. So we have had a lot
4 of emphasis on this and we are asking the Directors to
5 get more control of their schedule. You're probably
6 aware of this with the ObamaCare and we have to make
7 sure that we're benefitting our employees
8 appropriately. So, no, I find nothing wrong with call-
9 ins, schedule changes, all going through the Director.
10 In fact, that is my expectation. If there are issues,
11 Director, you take control. You don't have employees
12 changing schedules. If employees can change schedule
13 with somebody, it incurs overtime. If employees can
14 change schedule with somebody, then they don't get the
15 hours that they are benefitted for. That's
16 problematic. We want to pay employees how they're
17 supposed to be paid. If they're in need of benefits,
18 we're obligated to pay them benefits. If they aren't
19 working their hours, then we need to get them into the
20 payroll arena, whether it's full time, part time, PRN,
21 that they are working. So based on what I know this
22 hospital is doing in an effort to meet the law, I have
23 no problem at all with Directors taking control of the
24 schedule. And, in fact, that has been the senior
25 officer's direction based on these audits we're doing

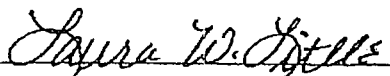
1 STATE OF SOUTH CAROLINA

2 COUNTY OF DARLINGTON) CERTIFICATE

3 I, Laura W. Little, Verbatim Reporter and Notary
4 Public in and for the State of South Carolina, certify
5 that I did have Costa King Cockfield appear before me
6 at 8:15 a.m. on the 6th day of December, 2013 at
7 Carolinas Hospital Administrative Conference Room, 1594
8 Freedom Boulevard, Florence, South Carolina; that the
9 witness was duly sworn and cautioned to tell the truth,
10 the whole truth, and nothing but the truth; that the
11 foregoing pages constitute a true and accurate
12 transcript of her testimony given at that time and
13 place.

14 I certify that I am not of counsel or kin to any
15 of the parties, nor am I interested in any manner in
16 its outcome.

17 IN WITNESS WHEREOF I have hereunto set my hand and
18 seal this the 27th day of December, 2013.

19 

20 Laura W. Little, Verbatim Reporter

21 Notary Public, State of South Carolina

22 My Commission Expires September 21, 2015

23

24

25

STATE OF SOUTH CAROLINA)
 : IN THE COURT OF COMMON PLEAS
 COUNTY OF FLORENCE) Case No. 2012-CP-21-3016

Angela Parsons,)

 Plaintiff,)

 -vs-)

Jane Smith and QHG of)
 South Carolina d/b/a Carolinas)
 Hospital System and Carolinas)
 Hospital System,)

 Defendants.)

DEPOSITION OF:

JANE SMITH

Given before Alison Peterson, Court Reporter and
 Notary Public, at the offices of Carolinas Hospital, 1594
 Freedom Boulevard, Administrative Conference Room, Florence,
 South Carolina, on Tuesday, March 18, 2014, commencing
 at 10:00 o'clock a.m.



1 Q. Did you review any documents when you got the
2 notice for this deposition today?

3 A. I have.

4 Q. Were you with counsel at the time?

5 A. I was.

6 Q. Ms. Smith, what is your current job title at the
7 present point?

8 A. I'm a nurse at McLeod Regional Medical Center.

9 Q. How long have you held that position?

10 A. About 20 months.

11 Q. How did you go about obtaining that position?

12 A. I applied for it.

13 Q. Did you go through an interview process?

14 A. I did.

15 Q. Are you in a certain or particular department?

16 A. I work in labor and delivery, nursery, and mother
17 baby.

18 Q. Before working at McLeod, where were you working?

19 A. I worked here at Carolinas.

20 Q. About how many years, if you know, were you with
21 Carolinas?

22 A. 30.

23 Q. If you can recall, let's try to take me through the
24 different job titles. Let's take me through your advancement
25 with Carolinas.

1 A. When I started Carolinas I worked on a med-surg
2 floor.

3 Q. As a nurse?

4 A. As a nurse. I also worked in the recovery room. I
5 was the nursing supervisor. I worked in case management,
6 utilization review. I went back to nursing supervisor again
7 and then from there I came to The Women's Center.

8 Q. Any time you were in the different areas, the
9 different departments, so from med-surg to recovery room,
10 would that of just been a lateral move?

11 A. It was.

12 Q. Whenever you moved to nursing supervisor, would
13 that have been a promotion?

14 A. It was.

15 Q. Did you have to apply to become the supervisor?

16 A. I was asked.

17 Q. Do you recall by whom?

18 A. The director of nursing at that time.

19 Q. This 30 years, was this a continuous time period?

20 A. Pretty much so. I went from PRN to part-time to
21 full-time. Took a leave of absence when my babies were born.

22 Q. During that 30 year period, were you ever
23 terminated or asked to resign?

24 A. I was not.

25 Q. The time period between the very last two that you

1 gave me -- you were the nursing supervisor for the second
2 time and then you moved onto the position with The Women's
3 Center. How did you make that transition? What happened or
4 what were the circumstances?

5 A. I was the day shift supervisor and that position
6 was fixing to be deleted and I had a choice to go to night
7 shift supervisor. It was kind of a downsizing thing. They
8 felt like the nurse managers could handle not having a
9 supervisor on the day shift. The Women's Center had just
10 been built. We had not had women's services at Bruce. I knew
11 that was something I would like to do so I asked if I could
12 move there.

13 Q. You went to The Women's Center when it was Bruce?

14 A. When they merged, when Bruce and Florence General
15 merged. We were freestanding over here before anything else
16 was out here.

17 Q. Right. I am from here so I know. You were at The
18 Women's Center for the rest of your time then?

19 A. Right. I did supervise over here then. When I was
20 PRN I would work at The Women's Center and I would also
21 supervise over here in this building.

22 Q. Can you tell me why you separated from Carolinas?

23 A. At the end, when I left?

24 Q. Yes.

25 A. Just a lot of stress from management about my

1 position. I just kind of felt like it was just more than I
2 could handle.

3 Q. At the time of your separation, what was your job
4 title?

5 A. I was director. I stepped down to go into staffing.
6 I was in staffing and I developed Bell's palsy. My physician
7 felt like it was stress related. My husband and I just felt
8 like it was best that I get away from this environment.

9 Q. In the director role, can you talk to me a little
10 bit about what were your primary job duties as the director?

11 A. I oversaw the operation of labor and delivery, OR
12 for women's services, for the nursery and for special care
13 nursery. I was responsible for maintenance of the building,
14 budget, ordering supplies, staffing, keeping doctors happy,
15 policies.

16 MR. SHEINIS: They needed four or five nurses
17 to keep the doctors happy.

18 A. Policies, procedures, standards of care, making
19 sure the best practice was being followed.

20 Q. Anything else that you can think of?

21 A. Those are the major ones.

22 Q. Under what I will call the staffing umbrella, did
23 that include interviewing and hiring?

24 A. It did.

25 Q. Did that also include the scheduling?

1 A. It did.

2 Q. Do you ever recall delegating that scheduling duty
3 to anyone else?

4 A. Yeah.

5 Q. Who typically? If you do not remember the person
6 you can just give me the title, but who typically would have
7 that ---

8 A. Usually there was a person in the nursery that did
9 the nursery schedule and there was a labor and delivery
10 nurse that did the labor and delivery. It seems like there
11 was one on day shift and one on night shift that did the
12 labor and delivery.

13 Q. Would you do anything to check it or verify it?

14 A. Yeah.

15 Q. What would you do?

16 A. I would make sure that there was a good mix of
17 nurses for each shift, that the numbers were right, that
18 everybody got the time that they were - like a full-time
19 person got full-time hours, part-time person got their part-
20 time hours.

21 Q. Was there any software available to help you guys
22 schedule?

23 A. No.

24 Q. Tell me how the scheduling would work? How would
25 that work?

Jane Smith

10

1 A. In what way are you asking?

2 Q. I assume that you are given a blank - the names of
3 all the people who work in labor and delivery and nursery.
4 How do you go about filling? Do you have black out days for
5 people who may be part-time? How did you go about doing
6 that?

7 A. Right. At the top of the schedule usually the
8 charge nurses were listed at the top of the schedule. You
9 always want to make sure you have your charge nurse there
10 every day so you fill that role. You put your nurses that
11 could do labor. Then you could do your nurses who could do
12 postpartum or labor down toward the bottom.

13 Q. The schedule, how often was the schedule made?

14 A. Every two weeks.

15 Q. At what point or when would you go back and check
16 for low census or adjust the schedule for low census?

17 A. Daily. We had to look at that every four to eight
18 hours. At one time we were looking at it per shift and then
19 we had to start looking at it every four hours. It came down
20 to four hours.

21 Q. How would you determine that there was low census
22 or was that something that came down from the hospital?

23 A. It was kind of probably - kind of the general
24 consensus was that people that were PRN were sent home
25 first. Well, anybody that was on overtime was sent home

1 first. PRN was sent home next. Then part-time, then full
2 time.

3 Q. Do you recall ever having issues with scheduling?

4 MR. SHEINIS: Object to the form. You can go
5 ahead and answer.

6 A. Always. Anywhere you go.

7 Q. Right. What would be your general policy for trying
8 to address that kind of issue?

9 A. Which issue?

10 Q. The issue of the nurses being unhappy with the
11 schedule.

12 A. There's so many different levels of unhappy. One
13 can be unhappy with one part of it where the next one's fine
14 with that part of it. As long as the schedule was being met
15 and everybody was getting their hours that they needed that
16 they were assigned to, and the staffing levels, the
17 competency levels were what they needed to be, they usually
18 could work it out themselves.

19 Q. I want to ask you some questions about the
20 policies. I know that you said policies and procedures were
21 within your duties as director. Was it your duty to
22 implement them or just ensure that they were being followed?

23 A. To be sure that they were being followed and to -
24 there were the labor and delivery and nursery policies. I
25 was responsible for keeping them updated.

1 Q. To the best of your recollection was Ms. Angel
2 Parsons the only one in The Women's Center who only worked
3 in the nursery?

4 A. No, she was not.

5 Q. Because of the budget cuts, did you not schedule
6 other workers?

7 MR. SHEINIS: Object to the form. Go ahead.

8 A. I'm not sure what you're asking.

9 Q. Right. I think my prior question was did you make
10 a decision to not schedule Angel for hours. You said that it
11 was not just because of the budget cut?

12 A. Right.

13 Q. And that you did not need ---

14 A. We didn't need PRN people as much as we did before
15 her. Her hours were very limited. She could do half shifts.
16 You know, it was just the shifts that she could give us were
17 not the shifts that we needed at the time.

18 Q. There were different factors that went into ---

19 A. Right. Many different factors.

20 Q. From the fact that the PRN you did not need as much
21 to her shift availability and budget cuts?

22 A. Right.

23 Q. Eventually, did you contact HR about terminating
24 Angel Parsons?

25 A. I think that I got a call from - she was not the

1 only one. I think I got a call from Debbie Gracie, I can't
2 remember, saying that she had not worked hours and several
3 other people were not working their hours.

4 Q. Debbie Gracie, what department ---

5 A. That's payroll.

6 Q. Payroll?

7 A. Payroll.

8 Q. I thought maybe that was what it was. Payroll
9 notified you that ---

10 A. There were several people who were not making
11 hours.

12 Q. Do you recall any of the other people who were
13 named?

14 A. I do not. They were not PRN people who were. They
15 were part-time and full time people.

16 Q. Once you get the notification from payroll that
17 certain people are not making their hours, what action did
18 you take once getting that call?

19 A. I don't recall. I put staff meeting notes, talked
20 to some of them, just made sure with the scheduling people
21 that they were scheduled. Part of that too is that payroll
22 did not understand that they were being called off for low
23 census and that they were taking low census with no pay
24 because their vacation time had run out. It looked like they
25 were not meeting hours. They were being posted for hours but

1 A. Right. I spoke to HR.

2 Q. About? What did you speak to HR about?

3 A. About that and the fact that she had not worked
4 hours. I'm not even sure who was over HR at that time to be
5 honest with you; if it was Tammy or if it was Donna D'Amico.

6 Q. After speaking with Costa and HR, how did the
7 separation come about?

8 A. HR told me to fill out one of the PAFs.

9 (PLAINTIFF'S EXHIBIT NUMBER ONE MARKED FOR IDENTIFICATION.)

10 Q. I am going to give you what is marked as
11 Plaintiff's Exhibit 1. It is actually two pages of personnel
12 action form. Do you recall either one of these forms, the
13 first page or the second page?

14 A. I do. They both kind of look like the same page.

15 Q. That is the question that I had and I wanted to
16 ask. First of all, these forms, the personnel action forms,
17 are these the kind of forms that have, you know, white copy,
18 pink copy, yellow copy?

19 A. Right.

20 Q. Would the second page be one of those color pages?

21 A. It could be.

22 Q. That is your signature on both the first page and
23 the second page, right? At the bottom?

24 A. It is.

25 Q. I just was not sure how the two forms came about



PERSONNEL ACTION FORM

Last Name, First, Middle Parsons, Angela		Employee Number 250603	Eff Date 8/5/01	Hire Date 6/16/97
Location / Hospital CHS - TWC				
☐ New Hire Information - Section I and Section II ☐ Personal Information Change - Section II ☐ Salary / Title Change Information - Section IV ☐ Transfer - Section IV ☐ Leave of Absence - Section V ☐ Termination - Section VI ☐ Recalled - Section II ☐ Rehire - Section III ☐ Status Change - Section III				
Home Address				
City		State	Zip	Phone ()
Social Security No.		Date of Birth	Sex ☐ Male ☐ Female	
New Hire / Return to Work Information: Attach relevant information to Personnel Requesting Employment Change (Job Description)				
Job Title RN	Pcs #	Tech Type	Dept # 24	
Dept Name Nursech	Grade/Step	☐ Exempt ☐ Non-Exempt	☐ Life Ins Amt \$	
EEO Nationality: (*See detailed descriptions on reverse side) ☐ Hispanic or Latino ☐ White (Not Hispanic or Latino) ☐ Black/African American (Not Hispanic or Latino) ☐ Native Hawaiian/Pacific Islander (Not Hispanic or Latino) ☐ Asian (Not Hispanic or Latino) ☐ American Indian or Alaska Native (Not Hispanic or Latino) ☐ Two or More Races (Not Hispanic or Latino)				
Employment Status: ☐ FT ☐ PT ☒ Other PRN Bonus ☐ Yes (Define Below) ☐ No Benefit Code				
Base Salary: \$ ☐ Hourly \$ ☐ Annually Hourly Shift Diff: \$ Call Pay \$				
Reason for change: ☐ Annual Review ☐ Promotion ☐ Adjustment ☐ Transfer ☐ Other				
Salary and Performance History (Last Two Changes - Most Recent First)				
Eff. Date	Hourly Salary	Annual Salary	Job Title	Type Change Amt Change % Change Eval Perf Rating
Proposed Change:				
Eff. Date	Hourly Salary	Annual Salary	Job Title	Amt of Change % Change Shift Differential Eval Perf Rating
Employment Status: Avg Hrs/Wk ☐ Reg ☐ PRN ☐ Other FLSA Status: ☐ Exempt ☐ Non-Exempt Next Review Date				
Bonus Plan ☐ Yes ☐ No If Yes, Describe Dept Life Ins Amt \$				
Transfer Information From: Location Department To: Location Department Accrued Hours Vacation Sick Leave				
Dates of Leave: From To Adjust Review Date To				
Reason for Termination: AUG 1 9 2011				
☒ Resignation (no reason given) ☐ Discharge: ☐ Attendance Issues ☐ Other: ☐ Transfer (to another CHS facility) ☐ Left for Better Job ☐ Unsatisfactory Performance ☐ Deceased ☐ Moving out of Area ☐ Misconduct ☐ Failure to return from LOA ☐ Pursue Education ☐ Violation of Hospital Policy ☐ Personal Illness/Disability ☐ Retirement ☐ Reduction in Staff ☐ Dissatisfaction with Job				
Payment Due: Accrued Vacation Hours: Wages in Lieu of Notice: Other:				
VIA Comments: PRN - Termination. Does not meet. Access Wakeall. Failure to accept assignment of cross training to PP. states wanted nights but no nights available. Last date worked.				
Approval I: Green Smith Date: 8/5/01 Approval II: [Signature] Date: AUG 6 2001 Approval III: [Signature] Date: 8/7/01				

CHS-0025 (Rev 11/07)

See Back for Approval Process and Distribution

CAROLINAHOSP 00369

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PERSONNEL ACTION FORM

Last Name, First, Middle POSSON, Anna		Employee Number 250103	Eff Date 8/5/2011	Hire Date 09/10/97
Location / Hospital CHS - TWC				
Type of Action: Check appropriate box and complete indicated section.				
☒ New Hire Information - Section II and Section III		☐ Transfer - Section IV		☐ Recall - Section III
☐ Personal Information Change - Section II		☐ Leave of Absence - Section V		☐ Rehire - Section III
☐ Salary / Title Change Information - Section IV		☒ Termination - Section VI		☐ Status Change - Section III
Employee Information - Please Print				
Home Address				
City	State	Zip	Phone ()	
Social Security No. 242-170-843	Date of Birth	Sex ☐ Male ☐ Female		
III - New Hire / Rehire / Recall Information - Attach relevant information (i.e. Personnel Requisition, Employment Agreement, Job Description)				
Job Title: KN	Pos #	Tech Type	Dept # 24	
Dept Name: Nurse	Grade/Step	☐ Exempt ☐ Non-Exempt	☐ Life Ins Amt \$	
EEO Nationality: (See detailed descriptions on reverse side of form)				
☐ Hispanic or Latino ☐ White (Not Hispanic or Latino) ☐ Black/African American (Not Hispanic or Latino)				
☐ Native Hawaiian/Pacific Islander (Not Hispanic or Latino) ☐ Asian (Not Hispanic or Latino) ☐ American Indian or Alaska Native (Not Hispanic or Latino)				
☐ Two or More Races (Not Hispanic or Latino)				
Employment Status: ☐ FT ☐ PT Avg Hrs/Wk ☒ Other 8.5 Bonus ☐ Yes (Define Below) ☐ No Beneft ☐ Cal Pay \$				
Base Salary: \$ Hourly \$ Annually / Hourly Shift Diff. \$				
IV - Salary / Title Change - Attach relevant information (i.e. Performance Appraisal, Relocation Agreement, Bonus Program, etc.)				
Reason for change: ☐ Annual Review ☐ Promotion ☐ Adjustment ☐ Transfer ☐ Other				
Salary and Performance History (Last Two Changes - Most Recent First)				
Eff Date	Hourly Salary	Annual Salary	Job Title	Type Change
Proposed Change:				
Eff Date	Hourly Salary	Annual Salary	Job Title	Amt of Change
Employment Status: ☐ FT ☐ PT Avg Hrs/Wk ☐ Reg ☐ PRN ☐ Other FLSA Status: ☐ Exempt ☐ Non-Exempt Next Review Date				
Bonus Plan ☐ Yes ☐ No If Yes, Describe Dept. Life Ins Amt \$				
Transfer Information: From Location Department To Location Department Vacation				
V - Leave of Absence - Attach Employee Activity Report				
Dates of Leave: From To		Adjust Review Date To:		
VI - Termination/Code				
☒ Resignation (no reason given)		☐ Discharge		☐ Other
☐ Lay-off (better job)		☐ Attendance Issues		☐ Transfer to another CHS facility
☐ Moving out of Area		☐ Unsatisfactory Performance		☐ Deceased
☐ Pursue Education		☐ Misconduct		☐ Failure to return from LOA
☐ Retirement		☐ Violation of Hospital Policy		☐ Personal Illness/Disability
☐ Dissatisfaction with Job		☐ Reduction in Staff		
Payment Due: Accrued Vacation Hours: Wages in Lieu of Notice: Other:				
VII - Comments				
PRN - Determined by HR to be a PRN position. Does not meet criteria for full-time position. Failure to accept assignment of close + travel to pp. dates requested. and in which's a transfer.				
VIII - Approvals (See Back)				
Supervisor: Anna Posson Date: 8/5/2011		Approval II: [Signature] Date: 8/5/2011		
Approval I: [Signature] Date: 8/5/2011		Approval III: [Signature] Date: 8/5/2011		
Human Resources				

1 and I wanted to ask. Let's just look at the first page then.
2 It says in Roman numeral, I believe, six, "termination
3 code." It has "resignation" with an X over "resignation."
4 Did you fill that portion out?

5 A. I don't think I did fill that out. The only portion
6 I did fill out was her name at the top, the "CHSTWC", the
7 "PRN termination does not meet hours worked and failure to
8 accept assignment of cross training to postpartum." I signed
9 my name and dated it 08-05.

10 Q. In the comments section to the right where it has
11 last day worked ---

12 A. I did not fill that out.

13 Q. The part that says, "States wanted nights but no
14 nights available." Did you write that?

15 A. I did not.

16 Q. The effective date, August 5th, 2011, do you know
17 how that date was decided?

18 A. That was the day that I filled it out and gave it
19 to HR.

20 Q. Did you take any action after giving the personnel
21 action form to HR?

22 A. I did not.

23 MR. SHEINIS: I am going to object to the
24 question as to the form but you have already
25 answered and that's okay.

1 works PRN on labor and delivery. Was your daughter working
2 in labor and delivery?

3 A. Not while I was director.

4 (PLAINTIFF'S EXHIBIT NUMBER FIVE MARKED FOR IDENTIFICATION.)

5 Q. Do you recall this letter?

6 A. Just from seeing it today.

7 Q. Is this a letter that you stated that you just went
8 in and signed?

9 A. I don't remember but that is my signature.

10 Q. Do you know whether or not this is the letterhead
11 that is typically used in the HR department?

12 A. I don't know.

13 Q. The first sentence says, "In regards to your
14 inability to fulfill PRN requirements at this time." Your
15 testimony has been that there were a number of factors that
16 affected why Ms. Parsons was not placed on the schedule. We
17 talked about it was that her shift availability, the fact
18 that there was not really a need for some PRN because of
19 budget cuts?

20 A. Right.

21 Q. Why in this letter is it written that Ms. Parsons
22 has the inability to fulfill the PRN requirements?

23 A. I think with the cross training also.

24 MR. SHEINIS: Object to form.

25 Q. Did you dictate this letter?

1 A. I did not.

2 Q. Literally all you did was come in and sign it?

3 A. Right.

4 Q. Did you give the HR person the reasons for
5 termination?

6 A. I did not other than what was filled out on the
7 form.

8 Q. Did you all reference what was marked as
9 Plaintiff's 1? Did you all reference Plaintiff's 1 in
10 preparing the ---

11 A. I did not.

12 MR. SHEINIS: Let her finish the question so
13 we make sure we are getting the right answers to
14 the right questions.

15 Q. Did you all reference Plaintiff's 1 in preparing
16 the termination letter that is marked Plaintiff's 5?

17 MR. SHEINIS: Object to the form. You can go
18 ahead.

19 A. I did not.

20 MR. SHEINIS: So it is clear, you said you did
21 not? You are not the one that prepared Number 5?

22 A. No.

23 Q. I may of asked you this already but after Ms.
24 Parsons' separation, did you make some kind of, I don't
25 know, announcement during staff meeting or any kind of

CAROLINAS
HOSPITAL SYSTEM



805 PAMPLICO HIGHWAY
P.O. Box 100550
FLORENCE, SC 29501-0550
(843)674-5000
www.carolinashospital.com

August 19, 2011

Angel Parsons
2002 Wethersfield Drive
Florence, SC 29501

Dear Angel,

In regards to your inability to fulfill PRN requirements at this time, I am writing to inform you of your termination with Carolinas Hospital System on 8/19/2011.

Thank you for your past efforts and all the best for your future endeavors.

Jane Smith, R.N.

Jane Smith, RN
Interim Director

1 to maintain their status?

2 A. I would have to pull the policy and look.

3 Q. Because, I know that you stated that your focus -
4 not your focus but you stated that if there were hours
5 available, they would have to go to full-time and part-time
6 first and then go to PRN. But would that rule still apply
7 when your PRN is not getting any hours?

8 A. You have no obligation to give PRN any hours. If
9 there's none there, then there's none there.

10 Q. Did you believe that there was an obligation to
11 give full-time and part-time hours?

12 A. There is because of benefit purposes.

13 Q. Letter B, "The termination letter sent to my home
14 from Jane Smith and not from Human Resources. The
15 termination letter was defamatory in reference to my
16 character." I guess we should take that in two sentences.
17 The first one, "The termination letter sent to my home from
18 Jane Smith and not from Human Resources"?

19 A. I did not send a letter. Human Resources sent a
20 letter.

21 Q. Did you sign a letter?

22 A. I did sign the letter but I did not type the letter
23 nor did I send the letter.

24 Q. The third issue, Letter A, "I spoke with Hal
25 Hunter" - I can't make that out but, "in reference to Jane



EMPLOYEE GRIEVANCE FORM

EMPLOYEE INFORMATION		LOCAL SECURITY NUMBER		PLANT NAME	
Employee Name: <u>Angela Parsons</u>		248-67-6843		Caroline's Hospital	
Home Address: <u>2002 Wethersfield Drive</u>		Telephone (Home): <u>843-230-6690</u>		Telephone (Plant): <u>843-667-1780</u>	
The Union: <u>United SC 24801</u>					
Issue #1 - Jane Smith's interference with my work relations. → (a) I was available to work my required pm shifts and was not given the hours required on the last scheduled. I worked July 4th and was scheduled 7:30 & 7:50 and was given low ceasus (b) Co workers have wanted to contact me to cover their shifts and was told by Jane "not to call me - we need to work something else out" (c) Jane called my home on 7/25 and stated I would be working on the post-union from 7/26 - which I have never been trained to work the floor. Reinstatement and termination off of my record since (Core) I was terminated not according to Caroline's Hospital's employee policy for pm status.					
Employee Signature: <u>Angela Parsons</u>		Date: <u>9-19-11</u>		Date Grievance Document: <u>8-5-11 according to HR 8-19-11 according to Jane Smith letter attached</u>	

Grievances must be presented or mailed to the immediate supervisor within 30 calendar days or 5 days of suspension or termination. If, however, the grievance alleges discrimination or retaliation by the immediate supervisor, the grievance may be submitted to the department head. The Grievance policy contains complete instructions. If questions arise, the Human Resources department may be contacted.

IF THIS PRE-RESOLUTION STEP - NOTIFICATION TO IMMEDIATE SUPERVISOR		
Date Received:	Supervisor's Name:	
Response:		
Supervisor's Signature:		
Date:	Telephone Number:	
Employee's Response (check one): ☐ I conclude my grievance and am returning it to the Human Resources Office. ☐ I advance my grievance to the second resolution step.		
Employee Comments (optional):		
Employee Signature:	Date:	

2nd Issue - Wrongful Termination @ I have worked
for Carolina Hospital in the NICU Nursery for 14 1/2 years
and I know the requirements to maintain my status.
(b) Termination letter sent to my home from Jane Smith
and not from Human Resources. The termination
letter was defamatory inference to my character.

3rd Issue: (a) I spoke to Hal Hunter in June in reference
to Jane Smith's treatment towards me and he was
to follow-up with Costa Cockfield. A meeting was
scheduled with Costa after I had spoken with
Hal Hunter several times. Before the meeting, I
received a letter of termination in the mail from
Jane Smith.

II SECOND RESOLUTION STEP - NOTIFICATION TO DEPARTMENT HEAD OR COO		
Date Received:	9/22/11	
Department Head or COO's Name:	Costa K. Campbell	
Response:		
Uphold the decision to terminate based on prior status.		
Department Head or COO's Signature:	Date:	Telephone Number:
Costa K. Campbell	9/22/11	843-674-2522
Employee's Response (check one):		
☐ I conclude my grievance and am returning it to the Human Resources Office. ☐ I advance my grievance to the third resolution step.		
Employee Comments (optional):		
Employee Signature:	Date:	

III THIRD RESOLUTION STEP - NOTIFICATION TO CHIEF EXECUTIVE OFFICER		
Date Received:	CEO's Name:	
Response:		
CEO's Signature:	Date:	Telephone Number:
Employee's Response (check one):		
☐ I conclude my grievance and am returning it to the Human Resources Office. ☐ I advance my grievance to the fourth resolution step.		
Employee Comments (optional):		
Employee Signature:	Date:	

IV. FOURTH RESOLUTION STEP - NOTIFICATION TO GIS DIVISION PRESIDENT

Date Received:		Division President's Name:	
Response:			
Division President's Signature:		Date:	Telephone Number:
Employee's Response (check one):			
☐ I conclude my grievance and am returning it to the Human Resources Office. ☐ I advance my grievance to the fifth resolution step.			
Employee Comments (optional):			
Employee Signature:		Date:	

V. FIFTH RESOLUTION STEP - NOTIFICATION TO PRESIDENT AND CEO

Date Received:		CEO's Name:	
Response:			
Supervisor's Signature:		Date:	Telephone Number:
Employee Comments (optional):			
Employee Signature:		Date:	

Note: Upon conclusion of the Fifth Resolution Step, this document must be returned to the facility Human Resources Department.

Jane Smith

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1 STATE OF SOUTH CAROLINA)

2 : C-E-R-T-I-F-I-C-A-T-E

3 COUNTY OF HORRY)

4

5

6 I, Alison Peterson, Court Reporter and Notary Public,
7 certify that I did have Jane Smith to appear before me at
8 10:00 a.m. on Tuesday, March 18, 2014, at the offices of
9 Carolinas Hospital, 1594 Freedom Boulevard, Administrative
10 Conference Room, Florence, South Carolina, that the witness
11 was sworn and cautioned to tell the truth, the pages
12 constitute a true and accurate transcript of the testimony
13 given at that time and place.

14 I further certify that I am not of counsel or kin to any of
15 the parties to this cause of action, nor am I interested in
16 any manner in its outcome.

17 IN WITNESS WHEREOF, I have hereunto set my hand and seal
18 this the 18th day of March, 2014.

19

20

21

22

Alison Peterson

23

Notary Public for South Carolina

24

My Commission Expires: 04-11-23

25

Spectrum Reporting Services 843-849-0133
Spectrumaaa@gmail.com

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STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF FLORENCE) TWELFTH JUDICIAL CIRCUIT
C/A NO: 2012-CP-21-3016

Angela Parsons,

Plaintiff,

-vs-

Jane Smith and QHG of
South Carolina d/b/a Carolinas
Hospital System, and Carolinas
Hospital System,

Defendants.

DEPOSITION OF:

HAROLD HUNTER, JR.

Deposition of HAROLD HUNTER, JR., taken
before Laura W. Little, Verbatim Reporter and Notary
Public in and for the State of South Carolina, at
Carolinas Hospital, Administrative Conference Room, 1594
Freedom Boulevard, Florence, South Carolina, commencing at
9:45 a.m. on the 19th day of February, 2014.

Laura W. Little
Laura Little Reporting Service
Post Office Box 710
Darlington, South Carolina 29540
843-393-6466



1 me to finish as well. All right?

2 A. Okay.

3 Q. All right. So state your full name for the
4 record for us?

5 A. Harold Hunter, Jr.

6 Q. Okay. And, Mr. Hunter, are you currently
7 employed right now?

8 A. No.

9 Q. Okay. And do you recall being employed with
10 Carolinas Hospital System?

11 A. Yes.

12 Q. Okay. And what was the last job title that
13 you held with Carolinas?

14 A. I was the Hospital Compliance and Privacy
15 Officer.

16 Q. Okay. And how many years had you served in
17 that position?

18 A. Since 1998-99, somewhere in there.

19 Q. Okay. Now, had you held other positions
20 before rising to that corporate compliance?

21 A. Yes.

22 Q. Okay. And what are some of the other
23 positions that you held?

24 A. Well, I don't know how far back you want me
25 to go, but I spent twenty years in the Air Force as a

1 Q. All right. Do you remember whether or not
2 you spoke with her about Jane Smith and a HIPPA
3 violation?

4 A. I don't recall.

5 Q. Okay. All right. And are you familiar with
6 Ms. Angel Parsons?

7 A. Yes.

8 Q. And when did you or how, excuse me, did you
9 come to know Ms. Angel Parsons?

10 A. Well, she's an employee of the hospital for
11 one thing.

12 Q. Uh-huh.

13 A. She contacted me and, again, I don't recall
14 if by phone initially or came to see me, but had some
15 issues that she wanted to discuss, and my guess it was
16 probably in 2010 maybe or '11.

17 Q. Okay. And when Ms. Parsons contacted you,
18 did you open or begin an investigation?

19 A. No.

20 Q. Okay. What action do you recall taking?

21 A. We talked and, again, I don't remember the
22 specifics, but it was an issue with management style, I
23 believe, with Ms. Smith and maybe even some retaliation
24 issues with Ms. Smith and we talked about it and, you
25 know, this is a Human Relations issue, you need to go

1 to HR, and Jane -- I mean, Angel can correct me if I'm
2 wrong on this part, but I believe -- God, HR Director
3 at that time, prior to Donna, Tammy.

4 Q. Okay.

5 A. I believe Tammy Dickerson was the HR Director
6 and she did not feel comfortable discussing it with
7 Tammy, and so I referred her to Costa Cockfield, the
8 CNO, who is Jane Smith's supervisor. I believe I sent
9 Costa an email saying we discussed this, would you
10 please meet with Angela.

11 Q. Okay.

12 A. I also went to -- I also remember talking to
13 Tammy about it and said we had an issue, but they don't
14 feel comfortable discussing it with you.

15 Q. Right. Did you find that in your opinion to
16 be problematic that an employee did not feel
17 comfortable discussing something with their HR
18 Director?

19 A. Well, yes. But in my discussion with Tammy,
20 she assured me she wouldn't put her job at risk over a
21 friendship, you know, that kind of stuff, but I
22 understand the employee's side also that I need to be
23 comfortable with who I'm reporting this to and even in
24 our training programs, we always said that you have an
25 obligation to report it. The main issue is not who you

1 STATE OF SOUTH CAROLINA)

2 COUNTY OF DARLINGTON) CERTIFICATE

3 I, Laura W. Little, Verbatim Reporter and Notary
4 Public in and for the State of South Carolina, certify
5 that I did have Harold Hunter, Jr., appear before me at
6 9:45 a.m. on the 19th day of February, 2014 at
7 Carolinas Hospital, Administrative Conference Room,
8 1594 Freedom Boulevard, Florence, South Carolina; that
9 the witness was duly sworn and cautioned to tell the
10 truth, the whole truth, and nothing but the truth; that
11 the foregoing pages constitute a true and accurate
12 transcript of his testimony given at that time and
13 place.

14 I certify that I am not of counsel or kin to any
15 of the parties, nor am I interested in any manner in
16 its outcome.

17 IN WITNESS WHEREOF I have hereunto set my hand and
18 seal this the 24th day of March, 2014.

19 Laura W. Little
20 Laura W. Little, Verbatim Reporter
21 Notary Public, State of South Carolina
22 My Commission Expires September 21, 2015
23
24
25

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF FLORENCE) TWELFTH JUDICIAL CIRCUIT
C/A NO. 2012-CP-21-3016

Angela Parsons,

Plaintiff,

-vs-

Jane Smith and QHG of South
Carolina d/b/a Carolinas
Hospital System, and
Carolinas Hospital System,

Defendants.

DEPOSITION OF:

TAMMY DICKERSON

Deposition of TAMMY DICKERSON taken
before Laura W. Little, Verbatim Reporter and Notary
Public in and for the State of South Carolina, at
Carolinas Hospital System Administrative Conference
Room, 1594 Freedom Boulevard, Florence, South
Carolina, commencing at 5:13 p.m. on the 23rd day of
April, 2014.

Laura W. Little
Laura Little Reporting Service
Post Office Box 710
Darlington, South Carolina 29540
843-393-6466



1 about one in a leadership position?

2 A. Yes.

3 Q. All right. And what was your general policy?

4 A. Depending on where the complaints were made,
5 it would be investigated. If it went through the
6 Compliance Program, then Hal would have overseen that.

7 Q. Okay.

8 A. If it came through administration, then that
9 would -- the administrative officer would oversee that
10 investigation.

11 Q. Okay. And would you, would you play any
12 active role in an investigative portion?

13 A. It depends on what the complaint was and what
14 -- and oftentimes, I was asked to do the -- do some
15 investigation, yes.

16 Q. Okay. So in the instance of one employee
17 complaining about her supervisor---

18 A. Uh-huh.

19 Q. ---what role do you recall playing, if any,
20 in the investigation?

21 A. In this particular situation or just in
22 general?

23 Q. Well, do you, do you remember this particular
24 situation?

25 A. I remember there were some complaints, yes.

1 Q. Okay. Okay. Well, what do you recall about
2 it?

3 A. I just remember that there were some
4 employees that were unhappy or did not like Jane, but I
5 don't remember the specifics about those complaints.

6 Q. So then do you recall whether or not those
7 complaints came directly to you?

8 A. No, I don't.

9 Q. Okay. Do you recall what action was taken
10 about the fact that employees were unhappy with Jane?

11 A. I'm not -- I don't recall specifically, no.

12 Q. Now, I understand that if calls were made
13 through the Compliance that Hal would typically
14 oversee---

15 A. Yes.

16 Q. ---those issues? That's how you recall it.
17 All right. And then at some point, you know, because
18 it was -- if it -- because it was a matter between
19 employees, at some point, would Hal inform you?

20 A. Yes.

21 Q. Okay.

22 A. Yes.

23 Q. And were you under an obligation to then
24 inform someone else?

25 A. Depending on what the complaint was, Hal and

1 knowledge about this, but I wanted to ask you
2 specifically about number 6 that's listed on that email
3 and it says that, "Letter was sent out last week by HR
4 to terminate," and in the subject line is Angel
5 Parsons, so it's a letter sent out to terminate Angel
6 Parsons. Now, just customarily, would HR send out the
7 letters to terminate an employee?

8 A. The term "terminate" has varied, has varied
9 meanings and I, I can't speak to what this meaning is,
10 but we often would say terminate is in response to
11 removing someone from payroll, so not firing.

12 Q. Uh-huh.

13 A. So although some people use those two terms
14 interchangeably. We would sometimes send a letter to
15 an employee stating that they were no longer working
16 there for a variety of reasons. Maybe their leave was
17 expired or they weren't, you know, according to the
18 manager, fulfilling their obligations on work hours or
19 there had been a time period that they had not worked
20 that was outside of our policy, so we would sometimes
21 send those letters, yes.

22 Q. Okay. And then the second page.

23 A. Uh-huh.

24 Q. It appears to be a letter dated August 19th
25 and it's to Ms. Parsons, but it's signed by Jane Smith.

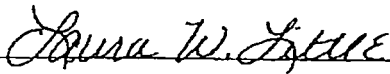
1 STATE OF SOUTH CAROLINA)

2 COUNTY OF DARLINGTON) CERTIFICATE

3 I, Laura W. Little, Verbatim Reporter and Notary
4 Public in and for the State of South Carolina, certify
5 that I did have Tammy Dickerson appear before me at
6 5:13 p.m. on the 23rd day of April 2014 at Carolinas
7 Hospital System, Administrative Conference Room, 1594
8 Freedom Boulevard, Florence, South Carolina; that the
9 witness was duly sworn and cautioned to tell the truth,
10 the whole truth, and nothing but the truth; that the
11 foregoing pages constitute a true and accurate
12 transcript of her testimony given at that time and
13 place.

14 I certify that I am not of counsel or kin to any
15 of the parties, nor am I interested in any manner in
16 its outcome.

17 IN WITNESS WHEREOF I have hereunto set my hand and
18 seal this the 16th day of May, 2014.

19 

20 Laura W. Little, Verbatim Reporter

21 Notary Public, State of South Carolina

22 My Commission Expires September 21, 2015

23

24

25

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	TWELFTH JUDICIAL CIRCUIT
COUNTY OF FLORENCE	)	C/A NO: 2012-CP-21-3016

Angela Parsons,

Plaintiff,

vs.

Jane Smith and QHG of South Carolina
d/b/a Carolinas Hospital System,
and Carolinas Hospital System,

Defendants.

**RESPONSE IN OPPOSITION
TO DEFENDANT'S MOTION
FOR SUMMARY JUDGMENT**

PROCEDURAL HISTORY

Plaintiff, a former nurse with Carolinas Hospital Systems, commenced litigation against her former employer alleging that her former Director, Jane Smith, intentionally and deliberately kept Plaintiff off the schedule to work, and then terminated Plaintiff on August 19, 2011, for not working the minimum hours required to maintain employment. Plaintiff initially filed a complaint for (1) interference with economic relations (2) wrongful termination in violation of public policy and (3) negligent hiring, supervision and retention of Defendant Jane Smith.

Defendants filed a motion to dismiss and after a hearing on May 20, 2013, the court determined that Jane Smith was not acting outside of the course and scope of her employment and the actions of Defendant Jane Smith did not constitute an action by a third party; thus the action for interference with economic relations against a supervisor acting within the course of employment was dismissed. However, the remaining causes of action for wrongful termination and negligent hiring, supervision and retention of Defendant Jane Smith survived the motion to

dismiss, and the court determined that these issues could only be resolved through facts obtained during discovery.

At the conclusion of all depositions, Defendants filed a Motion for Summary Judgment, to be heard by the Court on June 17, 2014, arguing that Plaintiff failed to produce sufficient evidence to create a material issue of fact as to whether Defendants wrongfully terminated Plaintiff and as to whether the Defendant engaged in negligent hiring, supervision and retention of the Plaintiff.

Plaintiff received Defendant's Brief in Support of Defendant's Motion for Summary Judgment on June 15, 2014, and files this response in as timely a manner as possible.

STATEMENT OF FACTS

Plaintiff had been employed with Carolinas under a number of different job statuses, most recently working PRN in the Women's Center. Although Defendant argues that Plaintiff worked "as needed" and there was "no requirement" to give Plaintiff hours as a PRN nurse, Defendant's maintained a policy requiring nurses to work a minimum of twelve (12) hours for every four (4) week schedule (Exhibit A, Deposition of Costa Cockfield, ("Cockfield Depo"), p. 11, ll 11-17, p. 12, ll 7-11, Exh.1). If a PRN nurse does not work the required number of hours for three (3) months she is removed from PRN status (Ex. A, Cockfield Depo, at Ex. 1, p. 2 of 2). The fact that Defendant had a minimum work hour requirement for PRN employees, negates any Defendant argument that the term PRN itself creates no expectation of work. Although her work status was PRN, Plaintiff and other co workers testified through depositions that there was "no problem" getting work as a PRN (Exhibit E, Deposition of Virginia Rogers,p 8-9) (Exhibit F Linda Cannon p 7-9) (Exhibit G, Deposition of Fran Hyman, p 6) (Exhibit H, Deposition of

Linda Hopla, p. 13). Even Tammy Dickerson, HR Director at the time, testified that it would not be difficult for a PRN employee to work twelve hours (typically one shift) over four weeks (Exhibit B, Deposition of Tammy Dickerson, p. 17, ll 7-17).

When Jane Smith came to work as Plaintiff's director, Plaintiff inquired to Jane Smith how she was back working as Director of the Woman's Center after an alleged HIPPA violation some years ago.

Around 2006 or 2007, Jane Smith, while working as a staff nurse, allegedly interfered with the care of patient, wrote in the patient's chart, and consulted in breastfeeding without the authorization from the Doctor at the time. The issue was documented by Cheryl Neuner, the nurse actually assigned to the patient, (Exhibit J, Deposition of Cheryl Neuner, p. 8-13). Cheryl Neuner testified "...We did not request for her to a breastfeeding consult. I did not nor did the neonatologist (Exhibit J, Deposition of Cheryl Neuner, p.9, ll 4-6). Cheryl Neuner also testified that Jane Smith wrote in the chart that she did not recommend that the mother breastfeed her baby due to her maternal drug use (Exhibit J, Deposition of Cheryl Neuner, p.9, ll 14-20); although Ms. Neuner did not believe there was any reason for the mother not to be allowed to breastfeed. Cheryl Neuner testified that this action of a nurse becoming involved with a patient that was not hers is a privacy violation (Exhibit J, Deposition of Cheryl Neuner, p.12, ll 3-11). Although, the term was not used then, these actions of Jane Smith would amount to a violation of HIPAA.¹

¹ Congress enacted the Health Insurance Portability and Accountability Act of 1996 (HIPAA) to improve portability and continuity of health insurance coverage in the group and individual markets. Recognizing the need to protect patient privacy, HIPAA authorizes the United States Department of Health and Human Services to promulgate regulations that would protect the confidentiality of individuals' medical records. The regulations adopted by the Secretary of Health and Human Services are codified at 45 C.F.R. §§ 160 and 164 and are known collectively as the Privacy Rule.

Ms. Neuner's opinion is supported by legal persuasive authority, which has established that HIPAA provides for civil and criminal penalties to be imposed on persons who improperly handle or disclose individually identifiable health information, *see Logan v. VA*, 357 F. Supp. 2d 149, 155 (D.D.C. 2004), and *Johnson v. Quander*, 370 F. Supp. 2d 79, 99, 2005 U.S. Dist. LEXIS 5020, 55 (D.D.C. 2005)(stating "*The HIPAA imposes requirements on the Department of Health and Human Services, health plans, and healthcare providers involved in the exchange of health information to protect the confidentiality of such information and provides for both civil and criminal penalties for individuals who improperly handle or disclose individually identifiable health information. 42 U.S.C. §§ 1320d to d-8*").

Ms. Neuner did document what happened and reported it to the neonatologist at the time (Exhibit J, Deposition of Cheryl Neuner, p.11, ll 2-13); and after that she recalls "within a fairly short period of time, maybe a matter of weeks, Jane disappeared" (Exhibit J, Deposition of Cheryl Neuner, p.12, ll 12-25).

Jane Smith recalls this incident and heard through staff that a complaint had been written about it (Exhibit K, Deposition of Jane Smith, p. 47 - 49). Donna Sullivan, was a director for the women's center and she recalls the situation and recalls "the family felt like that was a violation of their privacy" (Exhibit C, Deposition of Donna Sullivan, p. 29-30).

Having knowledge of this incident, Plaintiff made inquiries to Jane Smith about her ability to return to work after what would be known today as a HIPPA violation. As a result of Plaintiff's inquiry about her Director's ability to return to work after Jane Smith's involvement

in a HIPPA violation, Plaintiff became the victim of her Director Jane Smith's wrath. Jane Smith began a calculated and deliberate attempt to place Plaintiff in a position to be fired.

JANE SMITH'S INTENTIONAL CONDUCT TOWARD ANGELA PARSONS

1) SCHEDULING

Jane Smith testified that "usually there was a person in the nursery that did the nursery schedule and there was a labor and delivery nurse that did the labor and delivery" (Exhibit K, Deposition of Jane Smith p. 9). Jane Smith stated she would check the schedule to ensure there was a good mix and that everybody got their time. However, the scheduling nurse, Virginia Rogers Johnson contradicts Jane's testimony. Specifically, Virginia Rogers Johnson testified that it would be rare to have done a schedule and not give Plaintiff any time.. (Exhibit E, Deposition of Virginia Johnson, p. 21, ll 2-9).

Ms. Virginia Johnson testified that there was a noticeable difference between the way Jane Smith was scheduling Angel Parsons and the way Jane Smith scheduled other PRN employees. She also testified that Jane would make Angel Parsons the 4th nurse on the schedule, which was known to be a guarantee that Plaintiff was not going to work. Specifically, Johnson testified that Johnson always scheduled 3 people to work, never 4 because 4 were not needed (Exhibit E, Deposition of Virginia Johnson, p. 22, ll 16-23); however, Jane Smith would move Angel Parsons from the 3rd person and only schedule Angel Parsons as the 4th person to work, thus guaranteeing that Plaintiff would never be called to work. (Exhibit E, Deposition of Virginia Johnson, p. 10 - 13, 22-24).

2) REQUIRING PLAINTIFF TO WORK IN UNTRAINED AREAS

Other testimony from other nurses in the Women's Center included testimony that Jane Smith tried to require Plaintiff to work in areas that she was not trained (Exhibit F, Deposition of Linda Cannon p. 15-16) (Exhibit G, Deposition of Fran Hyman p 10-12). Jane Smith somewhat admits that she was going to place Plaintiff, who was skilled in the nursery, in postpartum; however, Jane Smith claims that placement would have been her orientation (Exhibit K, Deposition of Jane Smith, p. 33, ll 3-5).

However, this would be incorrect, as Costa Cockfield, Senior administrator testified "we would expect a nurse to have competency in an area that they work (Exhibit A, Deposition of Costa Cockfield, p. 14, ll 19-25).

3) MANIPULATION IN TERMINATION PROCESS

The most blatant example of Jane Smith's deliberate conduct against Plaintiff, is Patricia Gibson's testimony that she was asked to make fraudulent claims against Plaintiff. Patricia Gibson testified that Jane Smith asked her to call the hotline to make complaints about Plaintiff (Exhibit I, Deposition of Patricia Gibson p. 11-16). Jane Smith wanted Patricia Gibson to make statements that Plaintiff was "disrupting the unit with gossip" and Jane Smith stated that she needed Patricia to do that for her (Exhibit I, Deposition of Patricia Gibson p. 12, ll 10-21).

Other conduct complained of was the testimony that Jane Smith prohibited co workers from calling Angel to come in and work (Exhibit F, Deposition of Linda Cannon p. 10) (Exhibit H, Deposition of Linda Hopla p. 6). Then Plaintiff was terminated on August 19, 2011, for not meeting the required hours (Exhibit A, Deposition of Costa Cockfield, p. 25, ll 1-4).

Despite this direct testimony, Jane Smith suggests that Angel Parsons simply failed to meet the required PRN hours on her own. And while Jane Smith also suggests that the PRN, are "last in line" for hours, and that full time and part time take priority for benefit purposes (Exhibit K, Deposition of Jane Smith, p. 34, ll 8-12), Fran Hyman, Plaintiff's co worker testified that Jane Smith was bumping full time people to give part time and PRN people time (Exhibit G, Deposition of Fran Hyman p. 7-9). Virginia Rogers Johnson, who was in charge of scheduling testified " All of the full - time employees' schedule were changed to accommodate other PRN people" (Exhibit E, Deposition of Virginia Johnson, p. 13, ll 14-18).

Jane Smith testified that if a PRN was not working their required minimum number of hours, then she would get a call from payroll to say they were not working their hours. (Exhibit K, Deposition of Jane Smith, p. 13, ll 11-13). After getting such a "random alert", Jane Smith testified that she was spoke with Costa Cockfield about Plaintiff's separation and Plaintiff's inability to cross train (Exhibit K, Deposition of Jane Smith, p. 26, ll 17-24); and she spoke to HR (Exhibit K, Deposition of Jane Smith, p. 27, ll 1-7). Jane Smith testified that she completed the Personnel Action Form, but she did not check resignation (Exhibit L, Deposition of Jane Smith, p. 27, ll 8, p. 28, ll 1 -9). Jane Smith signed the letter of termination, but states she didn't write it or send it.

But before termination, Jane Smith was quite involved in causing Plaintiff's termination. Costa Cockfield testifies that Jane Smith "made her aware that there was a concern" and stated that Plaintiff was not fulfilling her hours (Exhibit A, Deposition of Costa Cockfield, p. 27, ll 11-22). In addition, Plaintiff had a meeting scheduled with Costa Cockfield, to discuss her grievances regarding Jane Smith; and Jane Smith testified that she was notified of the meeting *after* it happened (Exhibit K, Deposition of Jane Smith, p. 35, ll 15-25). However, an email was

sent before the meeting by Jane Smith to Costa Cockfield, in which Jane Smith shared 6 "concerns" that she had about Plaintiff and that HR sent out a letter to terminate Plaintiff. (Exhibit K, Deposition of Jane Smith, p. 37-38). Also, Jane Smith spoke with Tammy Dickerson about Plaintiff's failure to fulfill the PRN requirements and wondering if "we have to keep her on the payroll" (Exhibit B, Deposition of Tammy Dickerson, p. 20, l 10-22).

But the evidence demonstrates that Jane at least signed Plaintiff's termination letter (Exhibit K, Deposition of Jane Smith, p. 34, ll 21-23), and at least completed some of Plaintiff's termination paperwork alleging that Plaintiff was terminated for not working the minimum hours. (Exhibit K, Deposition of Jane Smith, p. 34, ll 19-23). Costa Cockfield testified that the termination form has dates that don't match and that "resignation" should not have been marked (Exhibit A, Deposition of Costa Cockfield, p 40-41).

There is more than enough evidence that Jane Smith took deliberate action to cause a subordinate to be terminated based on Jane Smith's manipulated fraudulent acts. The motivation behind these actions was Plaintiff's questioning Jane Smith's ability to be a director after committing a HIPAA violation.

Jane Smith terminated Plaintiff for a violation of PRN policy that Jane Smith had the power to cause. Jane Smith had veto power over the schedule and had the power to stop employees from calling Angel to work. Then Jane Smith made false representations to the HR director at the time, Tammy Dickerson, that she had a PRN employee who wasn't working her hours, and got approval to terminate Plaintiff.

CAROLINAS AUTHORITY GRANTED TO JANE SMITH TO OPERATE AT WILL

Costa Cockfield, part of the Senior Executive team, testified that a Director has "24/7 authority over that particular department" (Exhibit A, Deposition of Costa Cockfield, p. 14, ll 2-4). Cockfield testified "The Director is responsible for the schedule" (Exhibit A, Deposition of Costa Cockfield, p. 77, ln 11). Cockfield also testified "A Director has hiring and firing power." (Exhibit A, Deposition of Costa Cockfield, p. 15, ll 11-15). Cockfield testified that Jane Smith had the authority to issue a termination letter (Exhibit A, Deposition of Costa Cockfield, p. 25, ll 2-9). Tammy Dickerson testified that the Director had the discretion of not giving an employee any work hours (Exhibit B, Deposition of Tammy Dickerson, p. 34 ll 23, 35, ll 1-3).

When Angel Parsons complained that coworkers were prohibited from calling her to work for them, Costa Cockfield testified that she didn't question any coworkers about these claims to validate Plaintiff's complaints for help (Exhibit A, Deposition of Costa Cockfield, p. 30). Tammy Dickerson, HR director, testified that if Jane had come to her to talk about the PRN not fulfilling requirements, she would not have looked into it before recommending termination (Exhibit B, Deposition of Tammy Dickerson, p. 20, ll 23; 21 ll 1-7). Tammy Dickerson would not even verify that she recommended termination of Plaintiff (Exhibit B, Deposition of Tammy Dickerson, p. 21, ll 10-16).

Defendant's HR and administrations, Tammy Dickerson and Costa Cockfield did not question the actions of Jane Smith because she was the director and Plaintiff's employment was at will. Defendants never took any action to control or stop the fraudulent actions of Jane Smith in manipulating the schedule and then terminating Plaintiff for a violation of policy that Jane Smith caused. But HR and administration should have known and should have taken action.

CAROLINAS KNOWLEDGE OF JANE SMITH'S CONDUCT AND EMPLOYMENT

HISTORY

Tammy Dickerson, HR director, testified that she received complaints about Jane Smith (Exhibit B, Deposition of Tammy Dickerson, p. 14, ll 3-6). Costa Cockfield testified that she received written complaints from employees about Jane Smith (Exhibit A, Deposition of Costa Cockfield, p. 20). There were a number of complaints discussed on the performance improvement plan, that for some reason "were never validated" (Exhibit A, Deposition of Costa Cockfield, p. 59-62) (although Costa Cockfield testifies that she never questions co workers in an investigation because its inappropriate (Exhibit A, Deposition of Costa Cockfield, p. 30). One of the most alarming complaints was "Staff believes you retaliate against employees who disagree with you" (Exhibit A, Deposition of Costa Cockfield, p.62). However Cockfield "never validated anything" on the performance improvement plan detailing a number of complaints against Jane Smith (Exhibit A, Deposition of Costa Cockfield, p. 81, ll 2-3).

Hal Hunter, in corporate compliance testified that he had complaints about Jane Smith and he made them known the HR and Costa and the complaints were entered into Compliance 360 database (Exhibit D, Deposition of Hal Hunter p. 24, 28, 30-31).

Jane Smith testified that Hal Hunter made her aware that there were complaints being made about her (Exhibit K, Deposition of Jane Smith, p. 30, ll 7-25). Linda Cannon and Linda Hopla, employees of the Women's Center testified there were numerous complaints made about Jane Smith (Exhibit F, Deposition of Linda Cannon p. 17) (Exhibit H, Deposition of Linda Hopla p 7-8). Jane Smith acknowledges that Costa Cockfield was making her aware of the complaints being made against her (Exhibit K, Deposition of Jane Smith, p. 52, ll 1-18, 53).

Jane Smith's employment history with Carolinas suggests that Carolinas itself, manipulates separation reasons for Jane Smith in order to keep her in a positive light, thus eliminating negative references. Jane Smith had a break in service in which she states she went on a leave of absence for a non work related reason (Exhibit K, Deposition of Jane Smith, p. 39, ll 14-18). However, Jane confirms that this separation was in 2006 (Exhibit K, Deposition of Jane Smith, p. 45, ll 8 - 23), around the time of the alleged HIPAA violation that Cheryl Neuner recalls.

Even in her most recent separation, Jane Smith's personnel file demonstrates that there were ongoing problems with her work on her evaluations, yet she was allowed to officially leave for different reasons. In fact, Carolinas administrator Costa Cockfield, although having full knowledge of the negative evaluation form in 2012, issued an email stating that Jane Smith "relinquished her management duties" for "family obligations" (Exhibit K, Deposition of Jane Smith, p. 51); however, the evaluation suggests that Jane Smith stepped down because Carolinas "had additional complaints and Jane has agreed that it is better for her to step down from her leadership role"(Exhibit A, Deposition of Costa Cockfield, p. 57, ll 1-14); (Exhibit K, Deposition of Jane Smith, p. 58-59).

These actions of Carolinas of masking the real separation reasons for an employee, would suggest that Jane Smith may have been allowed to leave for "different reason" in 2006, when she may have actually interfered with a patient's care. Carolinas had knowledge of Jane Smith's deficiencies as a director, yet Carolinas left those issues off of any Personnel Action Form.(Exhibit A, Deposition of Costa Cockfield, p. 85, ll 5-25) In fact, even when Jane Smith left the director position, she continued to work for Carolinas in Marion, PRN (Exhibit K, Deposition of Jane Smith, p. 57).

There is more than enough evidence that Carolinas knew of Jane Smith's behavior and allowed her to administer employment at her own will, even employing the use of fraud, simply because the employees were employed at will.

ISSUES BEFORE THE COURT

Whether Plaintiff failed to produce sufficient evidence to create a material issue of fact as to whether Defendants wrongfully terminated Plaintiff and as to whether the Defendant engaged in negligent hiring, supervision and retention of the Plaintiff.

STANDARD

When reviewing a grant of summary judgment, appellate courts apply the same standard applied by the trial court pursuant to Rule 56(c), SCRPC. Fleming v. Rose, 350 S.C. 488, 493, 567 S.E.2d 857, 860 (2002). Summary judgment is appropriate when the pleadings, depositions, affidavits, and discovery on file show there is no genuine issue of material fact such that the moving party must prevail as a matter of law. Id.; Rule 56(c), SCRPC. "When determining if any triable issues of fact exist, the evidence and all reasonable inferences must be viewed in the light most favorable to the non-moving party." Fleming, 350 S.C. at 493-94, 567 S.E.2d at 860 (citation omitted). In order to withstand a motion for summary judgment in cases applying the preponderance of the evidence burden of proof, the non-moving party is only required to submit a mere scintilla of evidence. Hancock v. Mid-South Mgmt Co., Inc., 381 S.C. 326, 330, 673 S.E.2d 801, 803 (2009). In cases requiring a heightened burden of proof, the non-moving party must submit more than a mere scintilla of evidence to withstand a motion for summary judgment. Id. at 330-31, 673 S.E.2d at 803.

ARGUMENT

On August 1, 2011, the S.C. Supreme Court addressed the scope of wrongful termination claims under the public policy exception to at-will employment. Barron v. Labor Finders of South Carolina, No. 27018, 2011 WL 3273596 (S.C. Aug. 1, 2011). The case is significant because it actually broadens the previously narrow category of circumstances under which a claim for wrongful termination would be recognized.

The public policy exception to at-will employment provides that an employee “has a cause of action in tort for wrongful termination where there is a retaliatory termination ... in violation of a clear mandate of public policy.” Barron, 2011 WL 3273596, at *2 (citing Ludwick v. This Minute of Carolina, Inc., 337 S.E.2d 213 (S.C. 1985)). It is well established that the public policy exception clearly applies in two instances: (1) where the employer requires an employee to violate the law, or (2) if the reason for the employee’s discharge is itself a violation of criminal law. *Id.*; see Culler v. Blue Ridge Elec. Co-op., Inc., 422 S.E.2d 91 (S.C. 1992).

The Court of Appeals in Barron found that the above two instances limited any wrongful termination in violation of public policy claims and, finding neither exception applied here, granted summary judgment. **The Supreme Court disagreed and explicitly stated that “the public policy exception is not limited to these situations.”** Barron, 2011 WL 3273596, at *2; see Garner v. Morrison Knudsen Corp., 456 S.E.2d 907 (S.C. 1995); Kieger v. Citgo, Coastal Petroleum, Inc., 482 S.E.2d 792 (S.C. Ct. App. 1997). The Supreme Court additionally reiterated its prior case law that “the public policy exception does not ... extend to situations where the

employee has an existing statutory remedy for wrongful termination.” *Id.* (citing Dockins v. Ingles Markets, Inc., 413 S.E.2d 18 (S.C. 1992)).

Several things can be taken away from the Supreme Court’s decision in Barron. First, the public policy exception is not limited to only instances where the employer requires the employee to violate the law or the basis for discharge is a violation of criminal law; second, the public policy exception extends only to situations where there is not an existing statutory remedy for wrongful discharge; and third, **what constitutes “public policy” is a question of law for the courts** and not a jury. In fact, the South Carolina Supreme Court emphasized that the public policy exception to the at-will employment doctrine should not to be limited by prior court decisions. **The court found that determining what constitutes public policy is a matter of law to be decided by the court in the first instance.** Thus, only after a public policy is found by the court would a jury then determine whether the employee’s termination was in violation of that public policy. Unfortunately, however, the court gave little guidance regarding specific circumstances or actions that would constitute public policy or otherwise support a wrongful termination claim.

"The determination of what constitutes public policy is a question of law for the courts to decide. See Citizens' Bank v. Heyward, 135 S.C. 190, 133 S.E. 709, 713 (1925) (*"The primary source of the declaration of public policy of the state is the General Assembly; the courts assume this prerogative only in the absence of legislative declaration."*).

An issue of employer fraud against an employee is an issue of public concern. This is more than an employer terminating for good reason, bad reason or no reason. This is a specific case of termination brought about by the deliberate fraudulent acts of a supervisor. Fraud is an intentional perversion of truth for the purpose of inducing another in reliance upon it to part with

some valuable thing belonging to her or to surrender a legal right." Regions Bank v. Schmauch, 354 S.C. 648, 672, 582 S.E.2d 432, 444 (Ct. App. 2003) (citing Black's Law Dictionary 660 (6th ed.1990)). To prevail on a cause of action for fraud, a Plaintiff must prove by clear, cogent and convincing evidence the following elements: 1) a representation; (2) its falsity; (3) its materiality; (4) either knowledge of its falsity or a reckless disregard of its truth or falsity; (5) intent that the representation be acted upon; (6) the hearer's ignorance of its falsity; (7) the hearer's reliance on its truth; (8) the hearer's right to rely thereon; and (9) the hearer's consequent and proximate injury. Id. at 672, 582 S.E.2d at 444-45. Jane Smith's fraudulent acts are examples of public policy matters that should be addressed by the court. The court could determine that fraudulent manipulations that cause an employee's termination are employer fraud and a violation of public policy.

Jane Smith engaged in employer fraud against Angela Parsons when she deliberately scheduled Plaintiff in a way that she would not be able to work any hours and instructed other employees that they could not call her to come and work for them. And if it is alleged that Jane Smith was acting within the scope of her authority, Carolinas is responsible for its agent who was given full authority over Angela Parsons' employment. Defendant representatives testified that a Director has "24/7 authority over that particular department" (Exhibit A, Deposition of Costa Cockfield, p. 14, ll 2-4). Cockfield testified "The Director is responsible for the schedule" (Exhibit A, Deposition of Costa Cockfield, p. 77, ln 11). Cockfield also testified "A Director has hiring and firing power." (Exhibit A, Deposition of Costa Cockfield, p. 15, ll 11-15). Cockfield testified that Jane Smith had the authority to issue a termination letter (Exhibit A, Deposition of Costa Cockfield, p. 25, ll 2-9). Tammy Dickerson testified that the Director had the discretion of not giving an employee any work hours (Exhibit B, Deposition of Tammy Dickerson, p. 34 ll 23,

35, ll 1-3). Clearly Jane Smith had apparent authority over the Women's Center, and Carolinas would be responsible for its agents.

The supreme court has pointed out the most basic principle of agency law in Burlington Indus. v. Ellerth, 524 U.S. 742, 755-756 (U.S. 1998): "A master is subject to liability for the torts of his servants committed while acting in the scope of their employment." It is clear that an employer may be liable for both negligent and intentional torts committed by an employee within the scope of his or her employment.

In limited circumstances, agency principles impose liability on employers even where employees commit torts outside the scope of employment. The principles are set forth in the much-cited § 219(2) of the Restatement:

(2) A master is not subject to liability for the torts of his servants acting outside the scope of their employment, unless:

- "(a) the master intended the conduct or the consequences, or
- "(b) the master was negligent or reckless, or
- "(c) the conduct violated a non-delegable duty of the master, or
- "(d) the servant purported to act or to speak on behalf of the principal and there was reliance upon apparent authority, or he was aided in accomplishing the tort by the existence of the agency relation."

Burlington Indus. v. Ellerth, 524 U.S. 742, 758 (U.S. 1998)

Whether Defendants try to claim that Jane Smith was acting within or outside the scope of employment, her actions of employing fraudulent means to terminate Plaintiff, make not only Jane Smith liable, but Carolinas as well, as they were aware of Jane Smith's actions and allowed them to continue. The facts above demonstrate numerous instances of complaint. The facts show that Jane Smith tried to induce an employee to make a false complaint against Plaintiff.

Furthermore, Plaintiff has properly alleged a claim of negligent hiring, training

and supervision.

Plaintiff is not claiming her employer was negligent in performing an improper investigation of her claims. Plaintiff is claiming her employer was negligent and reckless in allowing Defendant Jane Smith to engage in the actions that amount to wrongful discharge by employer fraud. In Nolan v. Daley, 222 S.C. 407, 73 S.E.2d 449 (1952), the Court held that a co-employee who negligently injures another employee while in the scope of employment is immune under the Worker's Compensation Act, and cannot be held personally liable. However, it is against public policy to extend this immunity to the co-employee who commits an intentional tortious act upon another. Dickert v. Metro. Life Ins. Co., 311 S.C. 218, 222, 428 S.E.2d 700, 702, 1993 S.C. LEXIS 43, 7, 8 I.E.R. Cas. (BNA) 810, 61 Fair Empl. Prac. Cas. (BNA) 569, 61 Empl. Prac. Dec. (CCH) P42,208 (S.C. 1993) This is the case here. The director was given sole authority by Defendant employer to engage in intentional acts against her subordinate in a manner that led to termination.

In terms of negligent retention and supervision, the proper inquiry in this case is whether the Plaintiff is able to show that the employer knew the offending employee was in the habit of engaging in misconduct in a manner dangerous to others. It has been established that Jane Smith had a complaint history with Defendant. Even a "single isolated incident of prior misconduct (of which the employer knew or should have known) may support a negligent retention claim, provided the prior misconduct has a sufficient nexus to the ultimate harm." Doe v. ATC, Inc., 367 S.C. 199, 206-207 (S.C. Ct. App. 2005).

In this instance, the egregious acts of the Director must allow a negligent retention claim. See e.g Hays v. Patton-Tully Transp. Co., 844 F. Supp. 1221 (W.D. Tenn. 1993) (*negligent supervision claim will lie only where supported by viable claim of tortious conduct by offending*

employee); Mulhern v. City of Scottsdale, 165 Ariz. 395, 799 P.2d 15 (Az. Ct. App. 1990) (in order for employer to be liable for negligent hiring, retention, or supervision, the employee [432] must have committed an actionable tort); Schoff v. Combined Ins. Co. of America, 604 N.W.2d 43 (Iowa 1999) (the torts of negligent hiring, supervision, or training must include as an element an underlying tort or wrongful act committed by the employee); Hogan v. Forsyth Country Club Co., 79 N.C. App. 483, 340 S.E.2d 116 (N.C. Ct. App. 1986) (before employer can be held liable for negligently hiring or retaining an employee, plaintiff must prove that the offending employee committed a tortious act resulting in injury to plaintiff); Gonzales v. Willis, 995 S.W.2d 729 (Tex. Ct. App. 1999) (plaintiff-employee's negligent hiring, retention, and supervision claims against employer failed where plaintiff-employee failed to show actions of offending employee amounted to an actionable tort); Haverly v. Kaytec, Inc., 169 Vt. 350, 738 A.2d 86 (Vt. 1999) (the tort of negligent supervision must include as an element an underlying tort or wrongful act committed by the employee). It is clear that intentional tort of fraud was committed by this Director in this case, and the employer failed to supervise the Director in a manner to stop the injury of Plaintiff's discharge.

Plaintiff is liable herself for her deliberate actions against Plaintiff. A question of fact is left to determine whether or not Defendant Jane Smith's actions were a response to what she perceived as Plaintiff's opposition to her HIPAA violation years ago, and her ability to return to director without punishment. If Defendant viewed Plaintiff as opposing Defendant's HIPAA violation, then Plaintiff would have been opposing Defendant's prior unlawful conduct, which would most certainly be a violation of public policy.

The United States Court of Appeals for the Fourth Circuit certified the question of whether Virginia recognized a common law tort claim of wrongful discharge in violation of

public policy against an individual who was not the plaintiff's actual employer but who participated in the wrongful firing. VanBuren v. Grubb, 284 Va. 584, 586, 733 S.E.2d 919, 920, 2012 Va. LEXIS 193, 1, 34 I.E.R. Cas. (BNA) 868, 116 Fair Empl. Prac. Cas. (BNA) 765, 162 Lab. Cas. (CCH) P61,300 (Va. 2012). The supreme court held that Virginia recognized a common law tort claim of wrongful discharge in violation of established public policy against an individual who was not the plaintiff's actual employer but who was the actor in violation of public policy and who participated in the wrongful firing of the plaintiff, such as a supervisor or manager. The employee was fired because she would not give in to the supervisor's unlawful demands. If the employee's allegations were proven, the supervisor had to be subject to liability, just as he would be had he engaged in any other tortious conduct. Ballinger v. Delaware River Port Auth., 172 N.J. 586, 800 A.2d 97, 110 (N.J. 2002) (*holding that "an individual who personally participates in the tort of wrongful discharge may be held individually liable" because "[a]n agent who does an act otherwise a tort is not relieved from liability by the fact that he acted at the command of the principal or on account of the principal"*) (alteration in original) (internal quotation marks and citation omitted); Kamensky v. Roemer Inc., 1 Pa. D. & C. 4th 497, 499 (Pa. 1988) (*holding that "an officer of the corporation who takes part in the commission of the tort by the corporation is personally liable therefor[]"*) (internal quotation marks and citation omitted); Harless v. First Nat'l Bank in Fairmont, 169 W. Va. 673, 289 S.E.2d 692, 698, 699 (W. Va. 1982) (*holding that liability on the part of the employer "does not mean that another employee who has been the principal protagonist in obtaining the employee's discharge would not also be liable," because "an agent or employee can be held personally liable for his own torts against third parties"*). VanBuren v. Grubb, 284 Va. 584, 591, 733 S.E.2d 919, 923, 2012 Va. LEXIS 193, 10-11, 34 I.E.R. Cas. (BNA) 868, 116 Fair Empl. Prac. Cas. (BNA) 765, 162 Lab. Cas. (CCH)

P61,300 (Va. 2012).

Employer fraud in the form of deliberate actions undertaken to manipulate an employee's employment status is an issue of public concern. And issues such as these would fall under the definition of public policy. *See Generally*, U.S. ex rel Sikkenga v. Regence BlueCross BlueShield of Utah, 472 F.3d 702, 730 (10th Cir. 2006) (noting that "[a] 'clear' public policy must be plainly defined by one of three sources: (1) legislative enactments, (2) constitutional standards, or (3) judicial decisions, and is 'substantial' only if it is of 'overreaching importance to the public, as opposed to the parties only' ") (quoting Rackley v. Fairview Care Ctrs., Inc., 23 P.3d 1022, 1026 (Utah 2001)); Weaver v. Harpster, 885 A.2d 1073, 1076 (Pa. Super. Ct. 2005), rev'd, 975 A.2d 555 (Pa. 2009). The ability of a director to fraudulently manipulate a person's employment status to the point of termination, is an issue of public concern that should be addressed by judicial decision.

The court in Weaver v. Harpster, 885 A.2d 1073, 1076 (Pa. Super. Ct. 2005), rev'd, 975 A.2d 555 (Pa. 2009) defined *well-settled public policy* as follows:

It is only when a given policy is so obviously for or against the public health, safety, morals or welfare that there is a virtual unanimity of opinion in regard to it, that a court may constitute itself the voice of the community in so declaring. There must be a positive, well-defined, universal public sentiment, deeply integrated in the customs and beliefs of the people and in their conviction of what is just and right and in the interests of the public weal.
885 A.2d at 1076.

There is enough evidence presented for the court to determine whether or not Defendant, through its Director, Jane Smith, engaged in employer fraud against an employee in a manner that resulted in wrongful termination in violation of public policy. Furthermore, there is significant evidence that Defendant had numerous complaints about Jane Smith and her actions toward

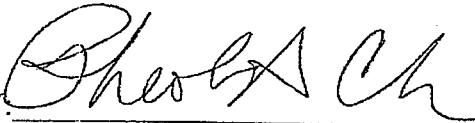
Plaintiff; yet Defendant continued to employ Jane Smith thus engaging in negligent retention and supervision.

CONCLUSION

Defendant has provided little evidence to support its Motion for Summary Judgment. Plaintiff therefore prays that Defendant's Motion for Summary Judgment be denied, as Plaintiff has provided enough evidence not only to deny Defendant's motion for summary judgment but actually to support a motion for summary judgment in favor of Plaintiff.

Respectfully submitted,

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June 16, 2014

Exhibit A

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF FLORENCE) TWELFTH JUDICIAL CIRCUIT
C/A NO: 2012-CP-21-3016

Angela Parsons,

Plaintiff,

-vs-

Jane Smith and QHG of South Carolina
d/b/a Carolinas Hospital System,
and Carolinas Hospital System,

Defendants.

DEPOSITION OF:

COSTA KING COCKFIELD

Deposition of COSTA KING COCKFIELD taken before
Laura W. Little, Verbatim Reporter and Notary Public in
and for the State of South Carolina, at Carolinas Hospital
Administrative Conference Room, 1594 Freedom Boulevard,
Florence, South Carolina, commencing at 8:15 a.m. on the
6th day of December, 2013.

Laura W. Little
Laura Little Reporting Service
Post Office Box 710
Darlington, South Carolina 29540
843-393-6466

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12 In Attendance:

13 Angela Parsons

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1 STIPULATIONS

2 Prior to the giving of any testimony by the

3 witness, it was expressly stipulated and agreed between

4 the parties to this action, through their respective

5 counsel, that:

6 By Notice and/or Consent, said deposition is being

7 taken in accordance with Rule 30 of the South Carolina

8 Rules of Civil Procedure, which shall control the

9 taking of said deposition and its use thereof;

10 Said deposition shall be taken for the purpose of

11 discovery and/or for use as evidence in the above

12 entitled action, or for both purposes;

13 That all objections would be reserved until the

14 time of the trial except as to the form of the

15 question;

16 Reading and signing of the transcript of testimony

17 by the witness was waived.

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23 14 The Women's Center Time Schedule Nursery 96-16

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25 Court Reporter's Note:

26 —Indicates Incomplete Phrases or Sentences;

27 —Indicates Interruption.

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1 COSTA KING COCKFIELD,

2 after being first duly affirmed to tell the truth, was

3 deposed and testified as follows:

4 DIRECT EXAMINATION BY MS. CLARK:

5 Q. Ms. Cockfield, thank you for being here. I

6 know you have been sick with the Flu.

7 A. Uh-huh.

8 Q. And I understand that you've been under the

9 weather. If you need to take a break at any time, you

10 have to let me know.

11 A. Okay.

12 Q. Of course, we'll take some periodic breaks

13 but if you need to stop, you just let me know and we'll

14 go off the record. Okay?

15 A. Uh-huh.

16 Q. Have you ever participated in a deposition

17 before?

18 A. Yes.

19 Q. So you know the rules, you know to speak

20 clearly so she can get it down. No uh-huh or uh-uh,

21 you know, and if I do not ask a question clearly, just

22 ask me to rephrase it or if I'm too long with my

23 question, stop me and let me know that I need to break

24 it up and I'll be happy to do so.

25 A. I will.

6 1 Q. I do ask that if you do have any questions, 2 please direct them to me and not Counsel. 3 A. I will. 4 Q. Okay. If an objection is made, of course, I 5 still expect you to answer the question unless some 6 privilege is asserted. Okay? 7 A. Okay. 8 Q. All right. Ms. Cockfield, what is your 9 current job title? 10 A. Chief Nursing Officer. 11 Q. And how long have you been in that position? 12 A. June 1998. 13 Q. All right. And explain to me some of your 14 job duties in that position. 15 A. I'm part of the Senior Executive Team, one of 16 the senior officers. I'm involved with strategic 17 planning. Obviously, patient care falls under my 18 domain. I've got responsibility for nursing areas, 19 pharmacy, laboratory and anesthesia. 20 Q. Okay. And within the nursing areas, are you 21 responsible for licensing or making sure that the 22 nurses are up to date with their licensing? 23 A. I in conjunction with our HR Department 24 assure current licensure. 25 Q. Okay. And what involvement do you have, if	8 1 she has direct reports as well. 2 Q. Okay. So then when the Director is involved 3 in terminations, does that Director then have to report 4 to you or get approval from you or any input from you 5 with regard to a termination before it happens? 6 A. Not always. Often times they will get that 7 from the HR Director. 8 Q. And do you report to anyone within HR? 9 A. Within HR, no. 10 Q. No. Okay. Would you all be lateral? 11 A. No. 12 Q. Okay. Where would— 13 A. I'm a Senior Officer. 14 Q. Okay. 15 A. I report to the CEO. 16 Q. Okay. All right, let's talk about the 17 grievance process. So walk me through the grievance 18 process. If you have it by steps or stages, talk to me 19 about how that grievance process works. 20 A. An employee can obviously grieve termination 21 and that employee will submit that paperwork to their 22 Director. If the issue is concerning their Director, 23 they can omit that step and then go directly to one of 24 the officers and then they can also have another step 25 after the grievances with an officer. If there is no
7 1 any, in terminations of employees? 2 A. I typically don't have involvement in 3 terminations. The Director of that service line or that 4 department seeks guidance with the HR Department. I 5 get involved if their are grievances. 6 Q. Okay. So then, I guess, what I should have 7 asked, let's go back, what's the chain of command? 8 Let's start with you. 9 A. Okay. 10 Q. So is under you in terms of the chain of 11 command? In other words, where would the Director fall 12 in the chain of command? 13 A. It's according to which Director you're 14 speaking about. 15 Q. Okay. So there's different Directors for 16 each department? 17 A. Uh-huh. 18 Q. And you are overseeing some departments, is 19 that right? 20 A. Through a Director report. 21 Q. So in the Nursing Department, how would— 22 what would be the chain of command starting with you as 23 the CNO and then who would be directly below you? 24 A. Department Director or Manager for certain 25 areas. I have an Assistant CNO for certain areas that	9 1 satisfaction, they can also go to the CEO with the 2 hospital. 3 Q. Okay. 4 A. I believe there is a grievance above the CEO 5 that they can go to the corporate office. 6 Q. All right. And I will assume that you are 7 within the officer's stage in the grievance stage? 8 A. That's correct. 9 Q. And what then is your beginning process? You 10 receive a grievance from an employee, what are the 11 steps that you typically take? 12 A. When an employee asks to meet with me, I 13 basically tell them that this is their time and I am 14 there to listen. I typically take notes and then I 15 will let them know that after I review the issue, I 16 will then make a determination regarding the grievance 17 and if they aren't satisfied with that, then there are 18 additional steps. 19 Q. Okay. So, now reviewing the issue, do you 20 interview other co-workers of the grievant or what do 21 you do to review the issue? 22 A. It's according to the grievance. 23 Q. Okay. 24 A. It's very, very specific to the grievance. 25 Q. Okay. Have you ever interviewed other

10 1 employees in relation to a grievance? 2 A. Yes. 3 Q. Okay. Now, ultimately you issue a decision 4 on that grievance, is that right? 5 A. I'm sorry, I couldn't hear you. 6 Q. Ultimately do you issue a decision, a final 7 decision? 8 A. I issue my final decision. 9 Q. Right. Final within your step? 10 A. Yes. 11 Q. All right. And then when the grievant takes 12 it to the next level, are you required to turn in your 13 findings or investigation to the next level, to the 14 CEO? 15 A. I'm not sure if that's in writing, but 16 typically I think everybody tries to get all the 17 information that has been obtained through the 18 investigation process. 19 Q. Okay. Now I asked you if you interviewed any 20 other employees or co-workers, but do you also 21 interview the person that's being complained about? 22 A. If it's applicable to the particular 23 grievance. 24 Q. Okay. So now when a person grieves a 25 termination, do you then look at the termination	12 1 Q. Are you familiar with that document at all? 2 A. Yes. 3 Q. And is there a name for this document that 4 you all call it? 5 A. It's entitled RN/LPN Carolinas On Call and 6 PRN. 7 Q. Okay. And do you agree with the PRN As 8 Needed the number of hours expected to work that there 9 is a minimum of 12 hours, I guess, per four week 10 schedule? 11 A. That's what it says. 12 Q. Okay. And do you believe that that 13 requirement is still in effect presently? 14 A. I do. I will stipulate that PRN is as 15 needed. So there is often -- there are often times 16 that based on census that we don't need PRNs so we 17 would call them off if they were scheduled to work. 18 That is, that is our expectation here. 19 Q. Okay. And so if one falls below the 12 20 hours, if one falls below the 12 hour expectation 21 because of low census they are not penalized for that, 22 are they? 23 A. If it's strictly a low census, then staffing 24 is reevaluated and we look to see if an individual 25 could be used somewhere else in the hospital.
11 1 decision of the Director at that point when it's 2 grieving a termination? 3 A. If an individual is grieving a termination, 4 yes, I will look at the information regarding the 5 reason for that termination. 6 Q. Okay. All right. Let's turn now then to the 7 PRN policy. I'm calling it a policy and you can rename 8 that or rephrase it if I need to. All right, when one 9 is hired PRN, what does that mean? 10 A. PRN status means as needed. 11 Q. But within Carolinas policy are there any 12 expectations of a number of hours that need to be 13 worked? 14 A. There is an expectation in order to ensure 15 competencies and annual requirements are met that we 16 would expect a PRN to work a minimum of one shift in a 17 schedule and a schedule is typically four weeks. 18 RN/LPN CAROLINAS ON CALL AND PRN POLICY, 19 CONSISTING OF FOUR (4) PAGES, MARKED FOR 20 IDENTIFICATION AS PLAINTIFF'S EXHIBIT NUMBER 21 ONE(1). 22 Q. I'm going to hand you what is marked as 23 Plaintiff's Exhibit 1 and I'd like for you to look at 24 that document. 25 A. (Deponent complies)	13 1 Q. And then how or what kind of documentation 2 would you see to make you realize that this particular 3 PRN is not working because of low census? Is there 4 some kind of marker that's made to the time sheet or 5 personnel file? How do we know that the falling below 6 expectations are because of low census? 7 A. Each Director has the responsibility of 8 keeping up with staffing and employees, hours worked. 9 Q. Hours worked but then would the Director also 10 be required have, like I said, some kind of indicator 11 that the non-work is because of low census? 12 A. They typically track that. 13 Q. Okay. And do they use some software to track 14 the low census or do you know? 15 A. I don't think there is any software. I think 16 each Director has their own way of keeping track of 17 that and then, obviously, we audit hours based on our 18 payroll system. 19 Q. And what would that -- excuse me, what within 20 the payroll system would indicate the low census? 21 A. There isn't anything in the payroll system 22 for low census. That would be for hours worked. 23 Q. Okay, just for hours worked. All right. In 24 terms of The Women's Center, what is your understanding 25 of the Director's responsibility is over The Women's

14 1 Center? 2 A. It would be the same as any other Director of 3 any other area. As a Director of the hospital, they 4 have 24/7 authority over that particular department. 5 Q. What kind of accountability do Directors have 6 or to whom do they have accountability? 7 A. To whom they report. 8 Q. Typically, is it the Director's role to 9 assign nurses to departments within The Women's Center? 10 And maybe I should rephrase. All right. Is it the 11 Director's role to assign some workers to the neonatal, 12 some workers to postpartum? I mean, does the Director 13 get to decide where everyone is working? 14 A. If you're asking generally regarding 15 Directors, it's handled differently within different 16 departments. Some Directors do the scheduling. Other 17 Directors assign that to someone to do the scheduling. 18 It's handled differently. 19 Q. Okay. And in terms of nursing certifications 20 or training, do they have -- do nurses typically have 21 to be trained for any area in which they work? And 22 when I mean trained, I mean specifically trained for a 23 specific area? 24 A. We would expect a nurse to have competency in 25 an area that they work.	16 1 approved. I would say suspensions and terminations 2 approved by HR. 3 Q. Okay. And has it been your experience that 4 Directors -- typically in terms of a termination has it 5 been your experience that Directors would issue the 6 termination letter? 7 A. It varies. 8 Q. Okay. And what would be instances based on 9 your experience what would be times that the Director 10 would send a termination letter? 11 A. If it was something that wasn't work related 12 but hour related. If they weren't fulfilling the 13 requirements of their work obligations that would be an 14 example. 15 Q. Now, I want to ask about Jane Smith. Now 16 you've been here since '98. 17 A. Uh-huh. 18 Q. Do you recall which time periods you were a 19 supervisor over, and when I say not a supervisor, but 20 do you recall a time when you were in charge or over 21 Jane Smith? 22 A. Yes. 23 Q. All right. And if you can, just give me some 24 general time periods in which you may have been over 25 Jane Smith?
15 1 Q. Okay. And how do we, how do we record or 2 have some type of paper trail to show competency? 3 A. We have competency checklists. 4 Q. Okay. Is there any policy for Carolinas 5 regarding working with family? 6 A. What do you mean working with family? 7 Q. Is there any policy in terms of a Director 8 hiring one of their family members to work in their 9 department, their area? 10 A. Yes, that's against policy. 11 Q. Okay. And would the Director having hiring 12 power? Would a Director have hiring power? 13 A. Yes. 14 Q. Okay. 15 A. A Director has hiring and firing power. 16 Q. Okay. But generally both would have to at 17 least be reviewed by HR, is that right or no? 18 A. That's correct. 19 Q. Okay. And, of course, the Director would 20 also be in charge of discipline, is that correct? 21 A. That's correct. 22 Q. Now in terms of discipline, corrective 23 actions, does the Director have to get corrective 24 actions approved by anyone? 25 A. Typically the Director gets terminations	17 1 A. I can't recall the actual time periods. 2 Q. Okay. Do you remember in what capacities? 3 Were you always CNO? 4 A. Yes. Since 1998 I've been CNO. 5 Q. Okay. So would it have been over different 6 departments that Jane would have been in that you would 7 have been over her in different departments or was it 8 always The Women's Center? 9 A. She's only worked at The Women's Center to my 10 knowledge. I think she did a little bit of house 11 supervisor relief, but the capacity that I had 12 supervisory responsibility for her was when she was 13 Director of The Women's Center. 14 Q. Okay. And how -- were you involved at all in 15 her -- well, first, wasn't she the Interim Director 16 first? 17 A. That's correct. 18 Q. Okay. And were you instrumental or involved 19 in that process of appointing her as interim? 20 A. Yes, I was. 21 Q. And what role did you play? 22 A. I was the CNO whom the interim reported to. 23 Q. So what was Jane's job title before interim? 24 A. I think she was actually listed as a -- I'm 25 not sure if she was listed as a staff nurse or

18 1 coordinator. I would have to check the file. I 2 honestly don't know. 3 Q. And so what happened, what caused there to be 4 a vacancy in the Director position at The Women's 5 Center? 6 A. The individual that held that position due to 7 some personal issues, that I don't need to get into, 8 just felt like she needed to just get back into, 9 preferred getting back into staffing and just clocking 10 in and clocking out. 11 Q. Okay. And when that vacancy occurred, did 12 you advertise for the position of Director at that 13 time? 14 A. Yes, I think it was posted on our website. 15 Yes, I believe it was posted on our website. 16 Q. And was Jane's appointment as Interim 17 Director before or during that vacancy posting for 18 Director? 19 A. I don't understand your question. 20 Q. When did you appoint Jane Smith as the 21 Interim Director? 22 A. I honestly would have to check the file. I 23 don't know. I don't remember the dates. 24 Q. Okay. Did you interview others for the 25 Interim Director position?	20 1 ever get written complaints from employees about Jane 2 Smith? 3 A. Yes. 4 Q. And did you keep a record of these written 5 complaints anywhere? 6 A. I did not. If I got anything, I would have 7 forwarded it to HR. 8 Q. Do you recall the names of any employees who 9 gave written complaints about Jane Smith? 10 A. Yes. 11 Q. And what are those names? 12 A. Roxie, I can't remember her last name. 13 Rockie, I mean Rockie, but I don't remember her last 14 name. 15 Q. Would that be Rochelle Taylor? 16 A. Yes. 17 Q. Okay. Any others? 18 A. That's the one I recall. 19 Q. Okay. And once you got that written 20 complaint about Jane Smith, did you initiate the 21 grievance process with that or did you just forward it 22 to HR? 23 A. I don't initiate a grievance process. The 24 employee initiates the grievance process. 25 Q. And maybe I should rephrase that question.
19 1 A. I don't recall. 2 Q. Okay. When you — eventually the decision 3 was made for Jane to go from Interim Director to 4 Director, is that right? 5 A. That's correct. 6 Q. And when Jane became the Director of The 7 Women's Center, do you recall interviewing others for 8 the position? 9 A. I don't recall. 10 Q. All right. As either Interim Director or 11 Director of The Women's Center, were you responsible 12 for the discipline of Jane Smith? 13 A. Yes. 14 Q. And currently what is the employment status 15 of Ms. Jane Smith? 16 A. She is not employed here. 17 Q. Did she resign or was she terminated? 18 A. She resigned. 19 Q. And what was the reason given for her 20 resignation? 21 A. She got a full time job somewhere else. 22 Q. At the time of her resignation was she given 23 the option of resigning or being terminated? 24 A. She resigned. 25 Q. Okay. Now within The Women's Center did you	21 1 When you got that written complaint from Ms. Taylor, 2 did you consider it a grievance, the written complaint? 3 A. I think it was a grievance that I'm speaking 4 about. 5 Q. Okay. And do you recall the time period that 6 that grievance occurred? 7 A. No, I don't. 8 Q. Do you recall when Angel Parsons separated 9 from Carolinas? 10 A. I would have — I don't have it memorized. 11 Q. Do you recall whether or not Ms. Taylor's 12 written grievance was before or after Ms. Parsons' 13 separation? 14 A. I don't remember. 15 Q. Okay. In Ms. Taylor's process, did you have 16 to perform an investigation of any kind? 17 A. I don't recall the details. If it was a 18 grievance, I always do. 19 Q. Okay. And that grievance, would it have been 20 placed in Jane Smith's file or Ms. Taylor's file, 21 personnel file? 22 A. It's placed in the file of the originator, so 23 it would have been in Ms. Taylor's file. 24 Q. All right. Did you ever get — you said you 25 don't recall any other written complaints, is that

22 1 right? 2 A. I don't. 3 Q. Do you ever recall any verbal complaints made 4 to you regarding Jane Smith? 5 A. Right now I can't come up with any. 6 Q. Okay. Do you not recall the names or you 7 don't recall any other complaints, verbal complaints? 8 A. I don't recall the names. 9 Q. But there were some complaints made about 10 Jane Smith? 11 A. Yes. 12 Q. And was that before or after Angel Parsons' 13 separation? 14 A. I do not recall. 15 Q. Now, do you recall an employee by the name of 16 Ms. Eydie Lee? 17 A. Yes. 18 Q. And is she currently with Carolinas? 19 A. Yes. 20 Q. Okay. And has she ever informed you directly 21 of complaints about Jane Smith? 22 A. She may have. I don't recall. 23 Q. Do you recall HR ever contacting you about 24 Ms. Eydie Lee's complaints about Jane Smith? 25 A. I do. HR, I believe, and I'm not going to -	24 1 Center? 2 A. Yes. 3 Q. Okay. And generally what was your opinion of 4 Ms. Angel Parsons as an employee? 5 A. We have fifteen hundred employees. I don't 6 really know a whole bunch of detail about each 7 individual employee. 8 Q. Okay. Do you recall ever or do you recall 9 instances of having to discipline Angel Parsons? 10 A. I do not. I did not personally discipline 11 Angel Parsons. 12 LETTER DATED AUGUST 19, 2011 MARKED FOR 13 IDENTIFICATION AS PLAINTIFF'S EXHIBIT NUMBER 14 TWO(2). 15 Q. Okay. I've given you what's been marked as 16 Plaintiff's 2 and I'd like you to review that for a 17 second and ask if you, if you recognize that document? 18 A. Yes. 19 Q. Okay. And at what point or when do you 20 recall seeing this letter? 21 A. I don't know the actual date. 22 Q. Do you recall whether or not you saw it 23 during Ms. Parsons grievance process or before? 24 A. I don't recall. 25 Q. And just for identification in the record,
23 1 I think she complained to HR. 2 Q. And then when HR contacted you was it for 3 information or to participate in a meeting or what was 4 the HR contact to you? 5 A. To notify me. 6 Q. Now, Ms. Cockfield, what do you do typically 7 or what's your process when you get a verbal complaint 8 about one of your Directors? I mean what's your policy 9 on that? 10 A. I investigate and look at both sides very 11 objectively. 12 Q. And if you had found, if you had found that 13 the complaints were founded, what action would you have 14 taken? 15 A. If I find that there is indeed validity to a 16 complaint, then I handle it with the Director. 17 Q. Okay. Now I'd like to ask you about Ms. 18 Angel Parsons and I know in your early testimony you 19 said I don't really remember the dates of employment, 20 and I understand that. I don't remember a lot of 21 things that happened last week. But generally do you 22 recall Ms. Parsons as an employee? 23 A. Yes. 24 Q. And was she - was your interaction with her 25 limited to that time that she was at The Women's	25 1 what is that letter concerning? 2 A. This letter dated August the 19th, 2011 is 3 concerning inability to fulfill PRN requirements and 4 this letter informs of a termination on 8/19/2011. 5 Q. Okay. Now, Jane Smith signs this letter as 6 Interim Director. As Interim Director did Jane Smith 7 have the authority to issue this letter, this kind of 8 letter to Angel Parsons? 9 A. Yes. 10 Q. Okay. 11 A. And I would add in consult with HR. 12 Q. Do you know whether or not Jane Smith 13 consulted with HR before sending this letter? 14 A. I believe that to be true. Yes. 15 Q. And why do you believe it to be true? 16 A. Because I think that there were some issues 17 raised about the work hours. 18 Q. And were those issues raised to you? 19 A. They were raised to our Compliance Officer, 20 to me; yes. 21 Q. Now, how would you know that the Complaints 22 were raised to the Compliance Officer? 23 A. Because Angel told me that. She had called 24 Hal Hunter who was our Compliance Officer at the time 25 and he recommended that she call me. It was not a

26 1 compliance issue. 2 Q. So Mr. Hunter did not report that to you? 3 A. Yes, Mr. Hunter told me that she had concerns 4 about the same time I think that Angel called. 5 Q. Because what would be considered -- what are 6 the types of things that are considered compliance 7 issues? 8 A. Compliance issues are not personnel issues. 9 Compliance issues are concerns employees would raise 10 based on fraudulent billing, true compliance issues, 11 Medicare, Medicaid, insurances, vendor fraud, 12 compliance which is very separate from personnel 13 issues. 14 Q. More like compliance with the law, federal 15 law statutes, things that have to do with kind of 16 medical care, is that right, for compliance? 17 A. Fraud. Yes, compliance. 18 Q. That's right. So not just necessarily just 19 care. All right. And so when Hal Hunter reports to you 20 even though she might have erroneously gone to him, 21 when Hal Hunter reports this to you that there is a 22 concern about hours, what action do you take? 23 A. Typically if the Compliance Officer would 24 have received a phone call that wasn't compliance 25 related, it's typically referred back to the Director	28 1 Compliance to complain about not getting hours? Did 2 you find that to be contradictory in some way? 3 A. No. The employee can only work certain hours 4 because they have a job somewhere else. So, again, PRN 5 is as needed. It's when the hospital needs help, not 6 when the employee is available to help. So the 7 hospital has fluctuations in census so we need help at 8 certain times, that's when we rely on our PRN staff. 9 If we don't need the help, we don't work PRN staff. 10 Q. Okay. All right. So when you notify the 11 Director about Ms. Parsons contact, the Director only 12 told you that she was not fulfilling her hours and she 13 needed to cross train, is that right? 14 A. That summarizes. 15 Q. Yes. All right. And so then she was still 16 employed, Ms. Parsons was still employed at this time? 17 A. Yes. 18 Q. So then let's fast forward, you had this -- 19 at some point you had a complaint while Ms. Parsons was 20 employed and then Ms. Parsons filed a grievance at some 21 point, is that right, after her termination? 22 A. Yes. 23 Q. And that grievance was concerning her 24 separation, is that right? 25 A. That's correct.
27 1 and if I'm made aware, I want to make sure the Director 2 is made aware as well that there is a concern. 3 Q. And so specifically in this case when Hunter, 4 Hal Hunter, reports to you, then did you contact the 5 Director? 6 A. I think the note that I received, the message 7 that I received said that the employee was going to 8 contact me. Yes, I notified the Director. 9 Q. Okay. And at that time did Jane Smith give 10 you a response to this concern? 11 A. She had made me aware that there was a 12 concern; yes. 13 Q. And what was the Director's concern? What 14 was Jane Smith's concern? 15 A. That she was not fulfilling her hours and 16 that she was concerned about the fact that she wasn't 17 fulfilling her hours and that she also had stated that 18 in order to -- nobody is guaranteed hours as a PRN 19 employee. In order to increase your chances of getting 20 hours, if you were to cross train to another area, 21 which is commonly done in the hospital, that would 22 increase your chances of getting more hours. 23 Q. Okay. Now, did you find that peculiar that 24 the Director is telling you that the employee is not 25 fulfilling their hours but the employee has gone to	29 1 Q. Okay. Once you received the grievance, did 2 you, you know, consult back to this complaint that was 3 previously filed as part of your investigation? 4 A. Ask that again, please? 5 Q. When Angel Parsons filed her grievance or 6 filed a grievance, and I'm actually going to give you a 7 copy of it. 8 EMPLOYEE GRIEVANCE FORM, CONSISTING OF 9 THREE (3) PAGES, MARKED FOR IDENTIFICATION AS 10 PLAINTIFF'S EXHIBIT NUMBER THREE(3). 11 Q. This is marked as Plaintiff's 3. Are you 12 familiar with that grievance of Ms. Parsons? 13 A. Yes. 14 Q. All right. It's been marked as an exhibit 15 but I see issue 1: "Jane Smith's interference with my 16 work relations. I was available to work my required 17 PRN shifts and wasn't given the hours." So her first 18 issue is about not being given the hours. Didn't you 19 find that similar to the complaint that you got from 20 Hal Hunter? 21 A. Yes, it's the same complaint. 22 Q. And did that make you question then Jane -- 23 once you get this Grievance Form, did that make you 24 then question Jane Smith as part of your investigation? 25 A. No.

30 1 Q. Did you question other employees within The 2 Women's Center? 3 A. Question about? 4 Q. To see if there was any validity to the claim 5 that Angel Parsons was not being given hours? 6 A. I wouldn't involve other staff. That's 7 inappropriate. I would do my own investigation. 8 Q. What about letter "B" in this paragraph, it 9 looks like one, two, three, maybe four or five down 10 there's a "B" that's circled, and it says "Co-workers 11 have wanted to contact me to cover their shifts and was 12 told by Jane not to call me." At this point would you 13 -- did you then question other co-workers to get the 14 validity of that claim? 15 A. No, because I was unable to validate that. 16 Q. What did you try to do to validate it? 17 A. I asked the Director. 18 Q. Okay. But did you ever ask any co-workers? 19 A. No, I did not involve co-workers. 20 Q. And why wouldn't you when she makes a direct 21 claim about co-workers? Why? 22 A. That's inappropriate. 23 Q. Okay. And why-- 24 A. That has nothing to do with the termination 25 and it's very inappropriate.	32 1 A. That is not something that -- I don't believe 2 that was something that would typically be done, no. 3 Q. Okay. And just for clarity of the record, 4 what is the "that"? What don't you believe is done? 5 A. That -- what I believe is that the Director 6 is responsible for appropriate staffing of a 7 department. It should not be understaffed. It should 8 not be over staffed, and if employees are -- this 9 alleges that co-workers have wanted to contact me to 10 cover their shift, to me that's irrelevant. Have 11 wanted or they did and it was declined, this says co- 12 workers have wanted to contact me. I hold to this is a 13 PRN position. PRN is as needed. If the employee is 14 not needed and they're unable to fulfill their 15 obligations, then we do not continue to keep them on 16 payroll. We have a tremendous amount of responsibility 17 to ensure annual competencies are done and many, many 18 required Advanced Learning Center classes. It is not 19 uncommon to have employees that are PRN status who are 20 unable to fulfill their hours terminate. It's not 21 uncommon. 22 Q. All right. Well, is it common that nurses 23 need other nurses to cover their shift? 24 A. If they're out, I would think that they -- we 25 have to fulfill the department based on the needs of
31 1 Q. And in your opinion, why do you believe that, 2 you know, co-workers not being able to give her hours, 3 why do you believe that that's not related to the 4 termination? 5 A. Because the Director is responsible for 6 staffing. Employees are responsible for coming to work 7 when they are scheduled. PRN is as-needed basis. This 8 is very simple. If we don't need an employee and then 9 we offer them additional ways to get time and they 10 decline that, it's very simple, they don't fulfill 11 their obligations, we move on. 12 Q. So in Plaintiff's 2 where it says that she 13 has inability to fulfill her PRN requirements, is it 14 your testimony that co-workers couldn't give Jane -- 15 couldn't give Angel Parsons hours in order to fulfill 16 her PRN requirement? 17 A. I don't even understand what that means, co- 18 workers give hours. 19 Q. If co-workers want to take a vacation, if 20 they don't want to work, they couldn't call up and say, 21 well, Angel will work at this time? 22 A. That is something that the Director is 23 responsible for covering. 24 Q. Do you know whether or not that's typically 25 done?	33 1 our patients. 2 Q. Okay. So if a nurse is out and needs someone 3 to cover her shift, then wouldn't that be a time for a 4 vacancy for a PRN employee? 5 A. It could be. 6 Q. And so if a co-worker is out and needs 7 someone to cover her shift but is told by Jane Smith 8 don't call the PRN to do it, do you believe it's then 9 the PRN's fault for not accepting the hours? 10 A. I don't know that that occurred. 11 Q. Okay. And you don't that it occurred because 12 you never questioned any co-workers? 13 A. That's correct. I did not question a co- 14 worker did Angel ask to work your hours, that is 15 correct, I did not do that. 16 Q. Okay. That's one question. Did Angel ask to 17 work your hours but according to this allegation you 18 never question a co-worker did you want Angel to cover 19 your hours? 20 A. That is correct. 21 Q. You never asked that either? 22 A. Uh-uh. 23 Q. All right. And now let's talk about that 24 training, the competency exams, that takes us to "C" 25 where she alleges that Jane wanted her to work the

34 1 postpartum floor when she's never been trained to work 2 that floor. Did you look into that allegation? 3 A. Yes, I did. 4 Q. Okay. First of all, first glance, is that 5 problematic to you to have an untrained nurse working 6 in postpartum? 7 A. I would want to ensure all competencies are 8 there if someone is working alone. 9 Q. Okay. Did you make any findings as to 10 whether or not Jane did, in fact, want Angel Parsons to 11 work postpartum even though she had not been trained? 12 A. I investigated this and my understanding was 13 that we wanted her to train, cross train in postpartum. 14 Q. Okay. So then specifically to this allegation 15 where she says Jane stated that I would be working on 16 the postpartum floor, did you determine whether or not 17 Jane actually wanted her to work the floor on 7/26? 18 A. I determined that Jane wanted her to train to 19 work postpartum. 20 Q. Okay. And I think we've talked about the 21 second page. We've talked about, we've talked about 22 the fact that she received that termination letter. 23 That's on Plaintiff's 2, she received the termination 24 letter. Now in her grievance she's stating that the 25 termination letter was sent from Jane Smith and not	36 1 terminate based on PRN status." And what did you mean 2 by this sentence? 3 A. That I agreed with the termination. I was, I 4 was quite concerned in the grievance that someone was 5 unwilling to work another area, to become trained, and 6 that is in healthcare very common these days to cross 7 train particularly in The Women's Center LDRP concept. 8 My expectation is that someone could work in more than 9 one area. And in light of Ms. Parsons working with 10 adults with her primary job when I met with her and 11 said, you know, increase your chances of getting called 12 in. Again, PRN is as needed. Consider, you would do a 13 fine job, I'm sure, to consider training on postpartum 14 and I recall that she had no desire to do that. And at 15 that point I felt very comfortable that the termination 16 was in order based on the PRN status. 17 Q. So during the grievance process Ms. Parsons 18 indicated to you that she did not want to cross train? 19 A. That is correct. 20 Q. Okay. Now the next level -- so once you 21 issued your final decision, then the grievance went to 22 the CEO stage, is that right? 23 A. That's correct. 24 Q. And when it got to the CEO stage, did the CEO 25 contact you about the grievance at all during his
35 1 from Human Resources. Do you believe that to be 2 problematic in any way, that it came from Jane Smith 3 and not from Human Resources? 4 A. No, I don't. 5 Q. Okay. And then the third issue talks about 6 her speaking with Hal Hunter and you agree that you did 7 hear from Hal Hunter about her complaints? 8 A. That is correct. 9 Q. Okay. And there is one more sentence in 10 there, "A meeting was scheduled with Costa after I had 11 spoken with Hal Hunter several times. Before the 12 meeting I received a letter of termination." Do you 13 agree with that, that Ms. Parsons was terminated before 14 you had a chance to meet with her? 15 A. I don't recall the dates. 16 Q. Okay. All right. Do you recall speaking 17 with or meeting with Ms. Parsons before you got this 18 grievance claim, this Exhibit 3? 19 A. I recall that she called me and, again, I 20 don't know the dates and then I recall that we actually 21 met face to face with the grievance. 22 Q. Okay. And now, finally, you issued a 23 decision with respect to this grievance and I think 24 that's the last page and it's dated September 22nd 25 where you make a decision, "I uphold the decision to	37 1 investigation? 2 A. He made a comment to me; yes. 3 Q. And what was that comment? 4 A. That he felt like this was a very 5 straightforward grievance, that we have a PRN employee, 6 PRN is as needed, the hours were not there, there was 7 an unwillingness to cross train and in his opinion this 8 was a very clear-cut decision. 9 E-MAIL DATED AUGUST 30, 2011, MARKED FOR 10 IDENTIFICATION AS PLAINTIFF'S EXHIBIT NUMBER 11 FOUR(4). 12 Q. All right. I'm going to show you this last 13 one and I'm going to give you a break if you need one. 14 All right, this is Plaintiff's 4. Now, this e-mail is 15 dated August 30, 2011. Are you familiar with this 16 communication from Jane Smith? 17 A. Yes, now that I see it. 18 Q. Okay. And the beginning of this e-mail 19 communication reads, "I heard that you were meeting 20 with Angel at 2:00 today." Do you recall telling Jane 21 Smith that you were meeting with Angel Parsons? 22 A. I don't recall that. 23 Q. Okay. Do you have any idea how Jane Smith 24 would know when you were meeting with Angel? 25 A. No, I don't.

38 1 Q. And in this e-mail it looks like Jane Smith 2 kind of lists out numerically some of the concerns that 3 she had. 1, that "She is PRN," which is what you have 4 testified to today. 2, "That she has talked to Angel 5 on two separate occasions about her gossiping and the 6 untruths told in the nursery. She would always deny 7 this." Have you ever heard of this complaint about 8 Angel Parsons before this e-mail? 9 A. No. 10 Q. The gossiping and the untruths? 11 A. Uh-uh. 12 Q. Okay. 3, "Refusal to cross train" and it has 13 here "she works in Dr. Pavy's office, so she should be 14 comfortable with adult patients." And I think you 15 would agree that you have testified the refusal to 16 cross train? 17 A. Yes. 18 Q. Okay. And No. 4, "Continues to call staff 19 and ask for some of their time." Had Jane Smith ever 20 complained to you that Angel Smith or Angel Parsons was 21 calling staff to ask for time? 22 A. I don't recall that. 23 Q. Okay. And also, "Staff feels very 24 uncomfortable with this because they want and need 25 their time." Have you ever had any staff members	40 1 Q. Are you familiar with that document? 2 A. I'm familiar with this form; yes. 3 Q. Okay, the form. Okay. And I had questions 4 about this form. First of all, in section Roman 5 Numeral VI it has -- for the termination code it has 6 resignation. First of all, before termination or 7 excuse me, first of all, at the time of termination did 8 you review this document at all? Do you remember? 9 A. No. 10 Q. And so then during the grievance process did 11 you review this document? 12 A. I don't recall. 13 Q. Okay. Looking at this document now do you 14 find it problematic that resignation has been marked? 15 A. Yes. 16 Q. And then, also, there is an effective date of 17 August the 5th, 2011. Do you have any idea why the 18 separation is kind of back dated to August 5th? And 19 let me qualify, I only call it back dated because of 20 the Exhibit 2. 21 A. Yes. I have no idea why that's dated August 22 5th. 23 Q. And then down in Roman Numeral VII there are 24 comments that are made and the very first one says "PRN 25 Termination." And then it says, "Does not meet hours
39 1 complain to you that Angel Parsons was contacting them? 2 A. I don't recall that. 3 Q. Okay. 5, "Constantly calls the unit to ask 4 what the census is." Had Jane Smith ever made that 5 concern known to you? 6 A. I don't recall that. 7 Q. And then finally 6, "The letter was sent out 8 last week by HR to terminate." Is there another letter 9 that was sent by HR to terminate other than Plaintiff's 10 Exhibit 2? 11 A. I'm not aware unless there was just a note to 12 her that termination was indicated. I'm not aware of a 13 separate letter. 14 Q. Okay. Would you like to take a break, any of 15 you, would you all like to take a break? 16 A. No. 17 MS. CORN: I'm fine. 18 Q. I'll just bulldoze through. 19 PERSONNEL ACTION FORM MARKED FOR 20 IDENTIFICATION AS PLAINTIFF'S EXHIBIT NUMBER 21 FIVE(5). 22 Q. All right. Now, I'm going to give you what's 23 marked as Plaintiff's 5 and I'd like you to review this 24 document. 25 A. (Deponent complies)	41 1 worked" and "Failure to accept assignment of cross 2 training," which are the two reasons that have been 3 given for Ms. Parsons separation. So this form itself 4 is contradictory, would you agree? 5 A. I would agree that the effective date does 6 not match the date on the letter of August 19th and I 7 would agree that the "Resignation (no reason given)" is 8 inappropriately marked. 9 Q. And I see in the approvals, of course, the 10 signature on the left side appears to be Jane Smith? 11 A. That's correct. 12 Q. But on the right side are either one of those 13 you? 14 A. No. 15 Q. Okay. And do you know who these signatures 16 are on the right side? 17 A. Yes. 18 Q. And who would be the one on the top, approval 19 to? 20 A. The top is Jim O'Loughlin who was the CEO at 21 the time. 22 Q. Okay. And the Human Resources? 23 A. That's Tammy Dickerson who was the HR 24 Director. 25 Q. Okay. And when Ms. Parsons is complaining

42 1 about an unfair or wrongful termination and when Hal 2 Hunter -- I mean after, even though you knew that Hal 3 Hunter had come to you about Angel Parsons' complaint, 4 you didn't take the time to look at the Personnel 5 Action Form during your grievance process? 6 A. I don't recall seeing this. 7 Q. Okay. Do you feel as though that is 8 something that you should have looked at, the Personnel 9 Action Form? 10 A. Typically I don't. The grievance is 11 concerning the termination. It's not concerning 12 paperwork. At that time I always just allow the 13 employee, I say this is your time, tell me what you 14 want to tell me and I don't think it has anything to do 15 with the actual paperwork that's on this form. 16 Q. And what do you go to or what reference do 17 you use to find out the actual termination reason? 18 A. The actual termination reason for this 19 employee? 20 Q. Right. She's grieving her termination. She 21 calls it a wrongful termination. 22 A. Correct. 23 Q. You say you don't look at the Personnel 24 Action Form. What did you look at to determine the 25 reason?	44 1 simple, PRN, hours not worked, declination to get cross 2 trained to possibly get more hours, termination is in 3 order. 4 Q. Yes, ma'am. But my question to you was what 5 proof do you have of low census? What proof did you 6 have? 7 A. Schedules. 8 Q. Okay. So it's your testimony that the 9 Director's schedule had some kind of indication on it 10 that there was low census on certain days or certain 11 hours? 12 A. I think a combination of the schedule plus 13 Angel's testimony to me that, you know, there were some 14 times that she was scheduled that she was called off. 15 Q. Okay. So if the issue was low census should 16 Angel Parsons have been terminated? 17 A. If it was strictly low census, I think it's 18 one of those questions that we look at a pattern and if 19 it's an employee that a particular unit has low census 20 and they're called off a time or two, that's taken into 21 consideration. I feel confident that, again, the right 22 decision was made with this. 23 Q. Okay. Along the same line, if Ms. Parsons' 24 hours were not met because Jane was not placing her on 25 the schedule, should Angel Parsons have been
43 1 A. I typically would look at the fact of hours 2 worked which we can extrapolate from our payroll 3 system. 4 Q. Okay. Do you recall whether or not you did 5 that in this investigation of Ms. Parsons? 6 A. I believe I did look at the hours worked. 7 Q. But then we've had the earlier testimony 8 where you stated that the hours worked won't indicate 9 low census? 10 A. That's correct. It won't. 11 Q. So where did you go to figure out whether or 12 not her lack of hours was based on a low census? 13 A. I also had the ability to look at some 14 schedules. 15 Q. And do the schedules indicate low census? 16 A. Directors, again, mark that differently based 17 on how they handle their schedules and I don't recall 18 exactly how that was marked. Again, I feel very 19 confident that through this process that it's very 20 simple, PRN is PRN, as needed. If we don't need an 21 employee, we call the employee off. If there are times 22 when we need an employee and they can't come in, well, 23 that's PRN. There was a primary job which prohibited 24 her from working some hours which we could have used 25 her. So I'm going back to my original statement, very	45 1 terminated? 2 A. I don't expect Directors to automatically 3 place PRN staff on the schedule. PRN is as needed. So 4 if a Director completes a schedule, a four-week 5 schedule, and there's ample full time and part-time 6 staff, they do not need to schedule in PRN on the 7 schedule. That typically is done. It's very typical 8 that a Director completes a schedule without even the 9 usage of a PRN until that need arises. 10 Q. Okay. And in those instances, is the PRN 11 still terminated if they don't meet the 12 in the four 12 weeks? 13 A. If it's not -- if it's truly based on census 14 does not dictate the need for that, then the Director 15 would evaluate it. There is no this is the way it is, 16 cut and dry. I think you have to look at it based on 17 the department and the operations of that department 18 and the census. 19 Q. Okay. Based on your testimony just now that 20 if a Director doesn't need a PRN, they're not going to 21 put them on the schedule? 22 A. Yes. 23 Q. All right. But you have this complaint that, 24 you know, Jane Smith is specifically not putting me on 25 the schedule. Did you look at the schedule to

46 1 determine whether or not there were any other PRN being 2 placed on the schedule? 3 A. I remember seeing a schedule. 4 Q. Uh-huh. And so you looked at that to see 5 specifically if other PRNs were working but Angel 6 Parsons was not given any hours? 7 A. I don't recall that. 8 Q. You don't recall looking for that or you 9 don't recall seeing that? 10 A. Oh, I don't recall seeing it. 11 Q. Okay. 12 A. Often times the schedule is completed with -- 13 again, it varies by department with full time staff 14 listed and then part-time staff listed and then on the 15 bottom PRN staff. That's typically how the department 16 will do their schedule. 17 Q. Okay. Now, there's been testimony that you 18 have received at least one written complaint about Jane 19 Smith. You recalled a verbal complaint about Jane 20 Smith. You got called by Hal Hunter about a complaint 21 about Jane Smith? 22 A. Well, I got called by Hal Hunter about Angel. 23 Q. And Angel Parsons was complaining about? 24 A. The fact that she wasn't getting her hours. 25 Q. So is it your testimony -- I'm sorry, go	48 1 seems to have been some verbal complaints about Jane 2 Smith. So you have these complaints about Jane Smith, 3 did you still feel comfortable having Jane Smith as a 4 Director of The Women's Center? 5 A. Yes, I did. 6 Q. And why did you still have a comfort of 7 having her as a Director? 8 A. Because the role of a Director is much more 9 than making sure that every single person that reports 10 to that Director is happy with their Director. Part of 11 their responsibility, a major part of their 12 responsibility relates with patient care. Our Chief of 13 that department was a big supporter of her. 14 Q. May I pause you? 15 A. She had, she had-- 16 Q. May I pause you? Who was the Chief of the 17 department? 18 A. Dr. Kelly Rainwater. 19 Q. Okay. All right. Go ahead. 20 A. She felt that she certainly was a very 21 competent Women's Center nurse and that things were 22 going well. There's a lot more, again, than just one 23 employee or two or three employees when you have a 24 large span of control being "dissatisfied with their 25 Director" that goes into a Director's responsibilities.
47 1 ahead, finish. 2 A. Just what -- what do you want me to repeat? 3 Q. Oh, I thought you hadn't finished. You were 4 trying to finish. I didn't want to talk over you 5 because I know that's confusing. So Hal Hunter, when 6 Hal Hunter contacted you, he didn't inform you that 7 Angel Parsons was complaining about Jane Smith's 8 treatment of her? 9 A. I think that was part of the issue was that 10 she called him because she was displeased with Jane 11 Smith and displeased with her schedule. 12 Q. Okay. All right. So there was a complaint 13 about Jane Smith in there? Do you agree? 14 A. I don't have the actual detail of-- 15 Q. The call? 16 A. --the call, but that was the tone of the 17 call was that she had an issue with Jane. Otherwise, 18 she would have talked with her Director. 19 Q. Of course. 20 A. She wouldn't have called the Compliance 21 Officer. 22 Q. Yes, ma'am. So that goes back to what I was 23 originally saying. So there was a complaint or Hal 24 Hunter did inform you of a complaint about Jane Smith; 25 you had a written complaint about Jane Smith; there	49 1 Q. Was Jane Smith ever under the threat of 2 termination? 3 A. Was she ever under the threat of termination? 4 Q. Yes, ma'am. 5 A. No. We didn't, we didn't -- she resigned. 6 Q. Was she ever on a Performance Improvement 7 Plan? 8 A. Yes, later I put her on a Performance 9 Improvement Plan. 10 Q. And for what reason? 11 A. I don't recall the details. One of my 12 expectations was that she earn her BSN within a certain 13 time frame and I remember spelling that out to her. 14 Q. Okay. 15 LETTER DATED AUGUST 26, 2011 MARKED FOR 16 IDENTIFICATION AS PLAINTIFF'S EXHIBIT NUMBER SIX(6). 17 Q. And so I'd like to give you, starting with 18 Plaintiff's Exhibit 6 so that we can kind of establish 19 a time line for Ms. Smith's employment. So this 20 document that's marked as 6 is dated August 26, 2011 21 and it appears in this letter that this is when Ms. 22 Smith formally becomes the Director, is that correct? 23 A. Yes. 24 Q. And I think in that third paragraph it 25 discusses what you just testified to about you wanted

50 1 her to obtain a Bachelor's degree within three years of 2 accepting this position? 3 A. That's correct. 4 Q. Okay. Now, first of all, were you 5 instrumental at all in fulfilling this Director's 6 position? 7 A. Was I instrumental? 8 Q. Were you involved in it, because the letter 9 is signed Ms. Tammy Dickerson, so I was just wondering 10 who did the actual hiring? Would that have been you or 11 Ms. Dickerson? 12 A. I, I made the selection. HR typically would 13 give the offer letter. 14 Q. Oh, okay. All right. So you made the 15 selection, and did some of your other applicants, did 16 some of your other applicants have their Bachelor's 17 degree? 18 A. I don't recall. 19 Q. Okay. In your opinion, was Jane Smith the 20 most qualified applicant for the position of Director 21 of The Women's Center at that time? 22 A. Yes. 23 Q. Okay. 24 PERSONNEL ACTION FORM MARKED FOR 25 IDENTIFICATION AS PLAINTIFF'S EXHIBIT NUMBER	52 1 IDENTIFICATION AS PLAINTIFF'S EXHIBIT NUMBER 2 EIGHT(8). 3 Q. Continuing with our time line, I'm going to 4 give you Plaintiff's 8 and this one is clearly marked 5 June 11, 2012 as the effective date and here this 6 Personnel Action Form is saying resignation and I think 7 it talks about the transfer or excuse me, maybe 8 transferring to Marion. "Has accepted job at McLeod 9 and applied for job at Marion." And was this the 10 resignation of Ms. Smith that we talked about earlier 11 where she ended her employment? 12 A. That's correct. 13 Q. Okay. And between this June 11, 2012 date 14 and present has Jane Smith returned to Carolina? 15 A. No. 16 Q. Okay. Now in the section where it says 17 "Eligible for Rehire" it says "Check", I don't know 18 what that means, maybe with or at HR. Now, why would 19 someone have to check HR to find out if she's eligible 20 for rehire when it's a resignation? 21 A. I don't know. I didn't complete this form 22 and I didn't sign this form and HR -- obviously, it 23 looks like we have a signature from the CEO and the HR 24 Director. "Check at HR." 25 Q. Okay. So did anyone indicate to you that
51 1 SEVEN(7). 2 Q. Now, I would like to give you what's marked 3 as Plaintiff's 7 and this document, and you correct me 4 if I'm wrong, but it looks like this document is dated 5 March the 25th, 2012, is that right? It looks like, it 6 looks like a 3 but it may be— 7 A. Oh, effective date, yes, 3/25/12. 8 Q. Okay. All right. And this Personnel Action 9 Form is changing Ms. Smith's status from The Women's 10 Center Director to staff RN. Now, would you agree that 11 this is a demotion? 12 A. Yes. 13 Q. And it is signed by you as the supervisor, is 14 that right? 15 A. That's correct. 16 Q. Okay. And did you agree with this demotion? 17 A. Yes. 18 Q. Now was this Jane Smith's decision or yours? 19 A. A mutual decision. 20 Q. A mutual decision. And what was the — or 21 what was your reason for agreeing with this change? 22 A. That she just wanted to get back to patient 23 care and I supported that. 24 Q. Okay. All right. 25 PERSONNEL ACTION FORM MARKED FOR	53 1 Jane Smith is not eligible or eligible for rehire? Did 2 anyone give you any kind of writing? 3 A. No. 4 Q. Or communication to either way? 5 A. No. 6 Q. Okay. 7 E-MAIL DATED MARCH 19, 2012 MARKED FOR 8 IDENTIFICATION AS PLAINTIFF'S EXHIBIT NUMBER 9 NINE(9). 10 Q. It appears that Plaintiff's Exhibit 9 is an 11 e-mail communication and it's supposed to be attached 12 to the PAF, to the transfer PAF, and I assume that to 13 mean Personnel Action Form? 14 A. That's correct. 15 Q. That involves Plaintiff's 8 that we just 16 looked at? 17 A. That's correct. 18 Q. Okay. And we have an e-mail from you? 19 A. That's correct. 20 Q. In which you, I guess, kind of give an 21 announcement of some sort to just say that, you know, 22 Jane is leaving. Okay. At this point, at the time of 23 this e-mail, March 19th e-mail, was Jane under the 24 threat of termination at this time or anything? 25 A. No. She wanted to get back into patient

54 1 care. 2 Q. Okay. And for your purposes did you have an 3 opinion as to whether or not she could be rehired? 4 A. I didn't have an opinion. 5 Q. Okay, okay. So you didn't have any -- you 6 didn't have a feeling that she shouldn't be rehired? 7 A. That is correct. 8 Q. Okay. All right. 9 COMPETENCY BASED EVALUATION, CONSISTING 10 OF EIGHT (8) PAGES, MARKED FOR IDENTIFICATION 11 AS PLAINTIFF'S EXHIBIT NUMBER TEN(10). 12 Q. All right. Now I'm giving you Plaintiff's 13 10. All right, and this appears to be a Competency 14 Based Evaluation. Now, is this something that you are 15 familiar with? 16 A. Yes. 17 Q. And it is something that's given -- it says 18 the reason for the evaluation is annual. So is this 19 something that's given annually? 20 A. That's correct. 21 Q. Okay. All right. And do these annual 22 evaluations impact raises or anything or do they have 23 an impact on pay at all? 24 A. Yes, they do. 25 Q. And just looking at it, because I don't know	56 1 concerned about that. The Director would need to be 2 responsible for that. 3 Q. Okay. And then on Page 8, Carolina Hospital 4 Bates Stamp 1, excuse me, 01224, under Leadership, No. 5 2, in the comments section it reads that staff have 6 formalized -- I believe it says "Staff have formalized 7 complaints and other things, the hotline or 8 calls/meetings with HR Director." Now, would that be 9 specifically be about Jane Smith? 10 A. About Jane Smith and The Women's Center and 11 she was Director of The Women's Center so I hold her 12 accountable for complaints about The Women's Center. 13 Q. Okay. But this has the job title of the 14 Director of the Women's Services and the Leadership. 15 A. That's correct. 16 Q. And you're saying this leadership is about 17 everybody within? 18 A. Well, as a leader you are responsible for 19 your co-workers. So if the complaints are about her, 20 that's a problem. If the complaints are about The 21 Women's Center staff, that's a problem. It's a problem 22 for that Director and that's what I've got there that 23 there had been some complaints. 24 Q. Okay. And let's turn over to Page 9 and 25 that's 01225 and in the Supervisor Comments it says,
55 1 the letters and the numbers and you may know them 2 better than me, overall was this a positive evaluation? 3 A. It is a satisfactory evaluation. 4 Q. Okay. And so I want to specifically turn 5 your attention to the page number of the document, it's 6 Page 6, but the Carolina Hospital Bates Stamp number is 7 01222. 8 A. Okay. 9 Q. And it talks about the Director of Women's 10 Services, That's the job title, and it talks about the 11 "Standards for Customer Service" and it says here under 12 No. 2, it says that there was a poor evaluation from 13 FMU students and then followed up. Is that something 14 that you recall following up on? 15 A. Yes. 16 Q. Okay. And you don't have to give me any 17 names or anything, but were there complaints made by 18 FMU students about Ms. Jane Smith? 19 A. Not -- I don't recall it being about Jane 20 Smith. I recalled it being about The Women's Center 21 experience. 22 Q. Okay. 23 A. My expectation is the Director will be 24 responsible for the entire unit. So even if there was 25 a complaint about other Women's Center staff, I'm	57 1 "Jane received several complaints and hotline calls 2 from employees." I'm not sure what that says. It says, 3 "Subsequently," I believe, "she was placed on a 4 Performance Improvement Plan 12/2/11. She fulfilled 5 all requirements as outlined in the plan. We have had 6 additional complaints and Jane has agreed that it is 7 better for her to step down from her leadership role." 8 Now, this is directly written by you, is that right? 9 A. That's correct. 10 Q. So this is an issue about Jane? 11 A. That's correct. 12 Q. All right. And so it appears that based on 13 these issues, she had that transfer back to the staff 14 nurse, is that right? 15 A. Yes. It was a mutual decision that she 16 wanted to get out of leadership and get back into 17 direct patient care. 18 Q. Okay. And so this agreement kind of stems 19 from the complaints and the hotline calls? 20 A. It was an agreement based on her desire to 21 not deal with management issues anymore, get back into 22 patient care, and, yes, I had concerns. Obviously, 23 I've got them there that I expect that I would not have 24 complaints. 25 PERFORMANCE IMPROVEMENT PLAN, CONSISTING

58 1 OF THREE (3) PAGES, MARKED FOR IDENTIFICATION 2 AS PLAINTIFF'S EXHIBIT NUMBER ELEVEN(11). 3 Q. And it talked about in the, I guess, review 4 the Performance Improvement Plan and I'm giving you 5 Plaintiffs 11, the Performance Improvement Plan. So, 6 first of all, what was your reason for issuing this? 7 A. To give an opportunity to improve 8 performance. 9 Q. Right. 10 A. This is what we would do if there are 11 concerns. This is an opportunity to address those 12 concerns very objectively. That was the purpose of 13 issuing this. 14 Q. Okay. Now, the first or the introduction, 15 the paragraph that reads, it says, "In the past several 16 months, we have received a number of Corporate and 17 Facility Compliance Hotline Complaints related to your 18 staff's perceptions of your leadership style and 19 behaviors." First of all, the past several months, do 20 you have any document or time line or record for 21 yourself to show the number of Corporate complaints? 22 A. I don't have that. That would be something 23 that Human Resources likely would have. 24 Q. Okay. How were you, how were you made aware 25 of them?	60 1 Improvement Plan. I mean what findings did you get to 2 cause you to give her a Performance Improvement Plan? 3 A. That was the basis for the Performance 4 Improvement Plan. 5 Q. Well, I guess — I guess let me ask it a 6 different way. What did you discover in terms of 7 favoritism? 8 A. What I discovered was what I have here is 9 that once you become a leader, this commonly happens 10 with staff who are promoted internally, when you're 11 working in the area you create friendships, your peers 12 at that point. When you become a leader, it creates 13 potential for some perceived favoritism. My guidance 14 and advice to her was you are now the leader and you 15 have to be careful with those established friendships 16 because there is a perception that those continue once 17 you become a leader. 18 Q. And so let me ask it a different way again. 19 Did you speak to direct employees to find out what 20 their concerns were about the showing of favoritism? 21 A. That is their concerns what I have listed 22 here. 23 Q. Okay. So you spoke to them directly and kind 24 of— 25 A. It's right there.
59 1 A. That would come through the HR Director. 2 Q. Okay. Did the HR Director recommend or well 3 not instruct, did the HR Director recommend that you 4 place her, Jane Smith, on a Performance Improvement 5 Plan? 6 A. Typically, we would talk with the HR Director 7 and get guidance and I think we both agreed that that 8 would be appropriate. 9 Q. Okay. And there are some generalities here 10 and I just want to see if you could make it more 11 specific. 12 A. Yes. 13 Q. In the past several months, I mean, can you 14 recall when it dates back or maybe a beginning date? 15 A. I'm sorry, I can't recall dates. 16 Q. And then it says we received a number, but, I 17 mean, do you have any ballpark— 18 A. No. 19 Q. —of what that number was? 20 A. I do not. 21 Q. Okay. Now, what about this, "Staff says you 22 show favoritism to certain employees." I mean did you 23 investigate this matter? 24 A. Yes. 25 Q. Okay. I mean you gave a Performance	61 1 Q. Okay. All right. So then for the second 2 bullet, "Your staff feels you discuss personal 3 performance issues with other staff when they should be 4 confidential." You actually had staff members come and 5 tell you this? 6 A. That was in the call. 7 Q. Okay, okay. 8 A. I don't know that that was ever validated. 9 This is just good general guidance that any leader that 10 you don't ever discuss other employees performance 11 issues. 12 Q. Okay. And then I would like to direct you to 13 Page 878, that's the Carolina Hospital Bates Stamp, 14 where it says, "Management Tools" and it says, "To 15 validate your fairness and consistency, you need to 16 develop a tracking tool for tracking low census." Do 17 you know if she ever, Jane Smith, ever did that? 18 A. Yes, she did. 19 Q. Now, before you issued this Performance 20 Improvement Plan, did she not have a tracking tool? 21 A. Not to the extent that I recommended that she 22 create. 23 Q. Okay. 24 A. This is something above and beyond marking 25 schedules. This is a true tracking tool.

62 1 Q. Okay. And then back to the first page, it 2 says under Behavior, "Staff believes you retaliate 3 against employees who disagree with you." Did actual 4 staff members come and tell you that? 5 A. I don't recall that. And if you read the 6 language here, obviously, I'm addressing what was 7 written, what was stated in the complaint and, again, 8 you'll find I'm just trying to give some good general 9 coaching here. 10 Q. Okay. Yes. I'm sorry. 11 A. You know the expectation is, obviously, we 12 never retaliate. We never make people feel threatened 13 or upset. You'll see that it is generic coaching and 14 the desire is to try to get someone to work beyond 15 these steps in improvement. 16 Q. Okay. And so I take your testimony to mean - 17 - let me rephrase that. Now, you say the way it's 18 phrased, your staff says or your staff believes that 19 these are the complaints that have been made and your 20 general responses to them, is that right? 21 A. That's correct. This is a synopsis of the 22 complaint. Staff felt that there was some retaliation 23 against employees. So, I could not validate a 24 particular case where a true retaliation occurred, but, 25 again, if there's a perception there, I would expect	64 1 A. Actually, I have. My CEO and I, both, had a 2 meeting with The Women's Center because I feel like 3 there was a — use the right word here — a desire, 4 almost a goal to let's call the Hotline and to the 5 point where we both went over to The Women's Center and 6 said, listen, this is a professional organization. The 7 Hotline is for compliance issues. If you have issues 8 with suspected abuse with billing issues or false 9 documentation issues or whatever, because we both had 10 sensed that it was getting out of line and very 11 personal and very inappropriate. So we went to The 12 Women's Center and said our doors are open, use the 13 Hotline appropriately, use your chain of command 14 appropriately. So, yes, we did meet with staff. 15 Q. And so that's what the Hotline is for, some 16 more of those compliance issues? 17 A. That is correct. 18 Q. Complying with the laws and rules and 19 regulations? 20 A. That is correct. And, again, they are 21 anonymous. 22 Q. Right. And that meeting that you had with The 23 Women's Center, do you recall whether or not that was 24 before or after Angel— 25 A. I do not recall the date. I need to take a
63 1 the Director to do everything he or she can to change 2 that perception and that it is the document. That's 3 why I got the coaching there of get everything out in 4 the open, have the logs, you know, be very, very 5 transparent. 6 Q. Okay. But even after receiving the 7 complaints from HR and the Hotline, did you ever sit 8 down and speak with the actual nurses? Did you speak 9 with the staff to say why do you perceive this or why 10 do you think that she is showing favoritism? 11 A. Our Hotline calls are anonymous. 12 Q. Okay. All right. 13 A. So, no. 14 Q. Okay. All right. 15 A. And I expect I could have a gut feeling 16 sometimes of who may make a call based on what's going 17 on. They're anonymous. 18 Q. Understood. 19 A. I would not do that. 20 Q. Understood. Okay. In that threat of, you 21 know, being not trying to be accusatory to the nurses, 22 did you ever just maybe have a general meeting to say, 23 you know, does anybody have any complaints or concerns 24 about Jane Smith that they would like to share with me? 25 Have you ever had that kind of meeting?	65 1 bathroom break. 2 Q. Sure. Sure. 3 (OFF-THE-RECORD BREAK) 4 MS. CLARK CONTINUES EXAMINATION: 5 Q. We're back on the record. We won't be too 6 much longer here so we'll get out earlier than 7 expected. So we were talking about complaints or 8 excuse me, we were talking about Jane Smith being on 9 that Performance Improvement Plan. Ultimately, after 10 having to place her on a Performance Improvement Plan, 11 did you still feel that Jane Smith was the best 12 qualified Director for the job? 13 A. I was very satisfied with her working through 14 everything that I put in the Performance Improvement 15 Plan. I felt that she did everything that was expected 16 and I was satisfied. 17 Q. And I saw there on that plan that she was to 18 kind of check back or report to you. And what kinds of 19 things would she report to you? How would she 20 demonstrate carrying out that plan? 21 A. She brought me examples of tools that she 22 created. She brought me the printouts of the Advanced 23 Learning Center which is our online educational 24 courses. I asked her to take those courses and she 25 brought me examples, the printout of where she had

66 1 taken those courses. 2 Q. Okay. And, of course, did you check back 3 with HR to see if anymore complaints were coming, you 4 know, during this period or right after this 5 Performance Improvement Plan was issued? 6 A. I don't recall having any. I kept in 7 constant contact with our HR Director. I don't recall 8 having any additional ones. 9 Q. Okay. But then at the time of her annual 10 review in your comments section you said more 11 complaints were made. So at some point she did have 12 some more complaints made even after the Performance 13 Improvement Plan, correct? 14 A. The annual? Where are you? 15 Q. Yes, ma'am, in the comments section on the 16 very last page. 17 A. Let me see when the annual review was done. 18 And the annual review, let's see, is for the past 19 twelve months. I don't think I said more complaints 20 were made. I think I said that Jane received several 21 complaints and Hotline calls from employees. I don't 22 think I was saying specifically to afterwards because 23 this is an annual review. So it's just not -- we go 24 back and try to capture more than just what's going on 25 at the date of the survey. I've got there that she's	68 1 Jane Smith's personnel file or somewhere else about 2 Hotline complaints or, you know, people coming in 3 complaining? 4 A. I would think that HR would have that if 5 there were indeed complaints filed. 6 Q. Okay. Now, you stated earlier that Jane 7 Smith's appointment or hiring was in part based on your 8 decision or really it was your decision, you submitted 9 the name, right? 10 A. That's correct. 11 Q. Okay. In considering Ms. Smith for 12 employment, did you look at her past employment with 13 Carolinas at all? 14 A. As a staff member? 15 Q. Yes, ma'am. 16 A. Yes. 17 EMPLOYEE ISSUE STATEMENTS, CONSISTING OF 18 THREE (3) PAGES, MARKED FOR IDENTIFICATION AS 19 PLAINTIFF'S EXHIBIT NUMBER TWELVE(12). 20 Q. And I'm giving you -- now, Plaintiff's 21 Exhibit 12 actually has three pages, okay, and I'm 22 giving that to you now. Now, this is dated, it's 2005 23 but it talks about an issue in The Women's Center where 24 a doctor has given Jane Smith an envelope and the 25 employee, the complaining employee, in the second
67 1 fulfilled all requirements as outlined in the 2 Performance Improvement Plan. I do have we have had 3 additional complaints and she has agreed that it's 4 better for her to step down from the leadership role. 5 Q. So if we just look at these sentences 6 chronologically after she fulfilled her requests in the 7 plan, she had additional complaints, right? 8 A. There were complaints, yes, that were made. 9 Yes. 10 Q. All right. Now, before becoming the 11 Director, I guess, during the time of being the Interim 12 Director, were you not getting any complaints about 13 Jane Smith while she was Interim Director? 14 A. I don't recall the time lines. 15 Q. And if HR notified you of a complaint about 16 Jane Smith, how would they notify you? Would it be in 17 writing, in e-mail, a letter or how? 18 A. I meet frequently -- we have a formal weekly 19 meeting with HR, we the officers, so, I mean, all 20 communications is very open. There is no particular 21 way that I would expect to receive feedback on my 22 Directors. Sometimes the HR Director may call. 23 Sometimes the HR Director may e-mail. There's no 24 particular formality with that. 25 Q. But would the HR keep some kind of record in	69 1 paragraph says that, "She asked that her name not be 2 used as she feels that Jane Smith can make it 'life 3 very difficult.'" If Jane Smith was a staff nurse at 4 the time would she have had any supervisory power? 5 A. I need to review this. 6 Q. Okay, sure. I'm sorry. 7 A. So, is that supposed to be blacked out? 8 MS. CORN: Uh-huh. It is. 9 Q. Uh-huh. 10 A. (Deponent reviews document) Okay, I have 11 read it. 12 Q. Okay. And so this is talking, or excuse me, 13 I really want to focus on the second paragraph where 14 the employee asks that her name not be used because she 15 feels Jane Smith can make life very difficult. I know 16 that's so far away, 2005, that you may not remember 17 what job title Jane Smith had at the time. I mean, I 18 understand Registered Nurse, but did she have a 19 supervisory role? Do you recall? 20 A. I don't remember. 21 Q. Okay. But would you agree that that's a 22 concern that an employee would think that another 23 employee could make her life very difficult if she 24 found out that she told on her? 25 A. Well, reading this, I mean, obviously, that's

70 1 what it says that that's a concern of this employee. 2 Q. Do you think that's problematic? 3 A. I think that many staff today would say 4 something. You want to culture of speaking up in 5 transparency but I think it's not uncommon for staff to 6 feel that if they're speaking up, speaking about 7 somebody else, that it's uncomfortable to them. 8 Q. But this specifically says that she feels 9 Jane Smith would make life difficult. So it's not just 10 that she would be uncomfortable being in the same room 11 with her knowing that she told on her. 12 A. Right. 13 Q. I mean this is her specifically saying Jane 14 Smith will make my life difficult. Do you think that 15 is problematic that Jane Smith -- that if someone has 16 perception that Jane Smith could make her life 17 miserable? 18 A. I think to this employee that's her 19 perception and I think, again, I think that's a 20 perceived feeling and I don't know what role she was in 21 at the time. I don't know who the Director was at the 22 time, but, I mean, I can only say what I'm reading here 23 that, as you've said, she could make my life very 24 difficult. 25 Q. Did you know about this incident when you	72 1 that concern before she was placed on the plan? 2 A. I think anytime you put somebody on a plan, I 3 mean, you just don't do it out -- you do it based on 4 data. You don't really do it just based on one day we 5 going to place someone on a plan. So to fairly answer 6 that, I think that it's not a decision that I would 7 make lightly and that I would consider more than just 8 one day to do something. 9 Q. Okay. All right. And I want to ask you 10 about Jane -- first of all, Jane Smith did not work 11 continuously throughout her tenure with Carolinas, is 12 that correct? Do you recall? 13 A. I don't have her work history memorized. I 14 don't know. 15 Q. Do you recall there being times when she was 16 not employed? 17 A. I don't know the time line. 18 Q. Okay. Do you ever recall an incident where 19 Jane Smith had to be escorted out of the building? 20 A. Absolutely not. 21 Q. Okay. And are you familiar with Ms. Sharon 22 Wise? 23 A. Sharon Wise? 24 Q. Uh-huh. 25 A. I know she was -- I think her capacity was an
71 1 decided that Jane Smith should be the Director of The 2 Women's Center? 3 A. I don't recall this. 4 Q. Okay. When you get -- when you got the 5 complaints about Jane Smith by her subordinates, did 6 you ever look through Jane Smith's personnel file to 7 see if she has-- 8 A. I didn't go page through page through her 9 file. I got with the HR Director. 10 Q. Did you look at her employment history in 11 terms of personnel file when you decided she should be 12 Director? 13 A. Not the entire file. I am sure that she was 14 in good standing and, again, made a decision, not by 15 myself, we do peer interviews. We have other officers 16 interview employees. We have physicians involved at 17 times that there is a Director level. There was no 18 indication to me that I should be concerned about 19 placing her in the Director position. 20 Q. Well, at any point during her employment did 21 you become concerned about placing her in the position? 22 A. Obviously, if I put her on a Performance 23 Improvement Plan, I, obviously, had a concern at that 24 point. 25 Q. Do you think you had or do you recall having	73 1 OR Tech in The Women's Center. 2 Q. And did she ever make a complaint to you 3 about Ms. Jane Smith that you recall? 4 A. I don't recall. 5 Q. Okay. Was there ever an incident where Ms. 6 Smith discussed, it looks like, some medical 7 information or medical history about Ms. Sharon's 8 granddaughter? 9 A. I can't recall. 10 Q. Because if a nurse was discussing a patient 11 that would be against policy, would it not? 12 A. Absolutely if they're discussing a patient 13 with someone who has no right to know. I expect them 14 to discuss patients with caregivers because we believe 15 in an interdisciplinary team process, but if they 16 speaking about patients outside of anyone within that 17 caregiver role that is a concern. 18 Q. Okay. When you got the grievance of Ms. 19 Parsons, when you received that grievance from Ms. 20 Parsons, was that the first time you had ever had to 21 deal with a grievance form involving Jane Smith? 22 A. I think the individual I had mentioned 23 before, Rochelle Taylor, I think hers was a grievance. 24 Q. Any others? 25 A. I don't recall.

74 1 Q. Okay. 2 EIGHT AFFIDAVITS, CONSISTING OF TEN (10) 3 PAGES, MARKED FOR IDENTIFICATION AS PLAINTIFF'S 4 EXHIBIT NUMBER THIRTEEN(13). 5 Q. Ms. Cockfield, I'm going to give you 6 Plaintiff's 13, and I'm not going to go over each 7 affidavit, but it's a packet so I wanted to keep it 8 together for exhibit purposes. Have you ever seen 9 these statements before? 10 A. No. 11 Q. I want to look at the affidavit of Ms. 12 Connie, is it Gissick maybe? It should be about the 13 third affidavit. You should have Sharon, then Linda and 14 then Connie and I should have numbered them, forgive 15 me. All right. 16 MS. PARSONS: Grosick. 17 Q. Grosick, okay. I apologize. All right, 18 Connie Grosick. Well, I'll give you a chance, I'll 19 give you a chance to read this. It's just one page. 20 I'll give you a chance to read it real quick. 21 A. (Deponent reviews document) Okay. 22 Q. All right. In Ms. Grosick's statement she 23 specifically talks about in the very last sentence 24 about, you know, needing to split a shift and being 25 told by Jane Smith not to call Angel but instead she	76 1 On the contrary, Director, if you have part-time 2 employees and they are either exceeding or not meeting 3 their hours, that's problematic. So we have had a lot 4 of emphasis on this and we are asking the Directors to 5 get more control of their schedule. You're probably 6 aware of this with the ObamaCare and we have to make 7 sure that we're benefitting our employees 8 appropriately. So, no, I find nothing wrong with call- 9 ins, schedule changes, all going through the Director. 10 In fact, that is my expectation. If there are issues, 11 Director, you take control. You don't have employees 12 changing schedules. If employees can change schedule 13 with somebody, it incurs overtime. If employees can 14 change schedule with somebody, then they don't get the 15 hours that they are benefitted for. That's 16 problematic. We want to pay employees how they're 17 supposed to be paid. If they're in need of benefits, 18 we're obligated to pay them benefits. If they aren't 19 working their hours, then we need to get them into the 20 payroll arena, whether it's full time, part time, PRN, 21 that they are working. So based on what I know this 22 hospital is doing in an effort to meet the law, I have 23 no problem at all with Directors taking control of the 24 schedule. And, in fact, that has been the senior 25 officer's direction based on these audits we're doing
75 1 would find the coverage for me. So now we've - 2 listen, I understand PRN and you've stated that if it's 3 not there to work she was not going to be placed on the 4 schedule. But let's talk about this specific scenario 5 where you have someone who wants Angel to fill in, so 6 that means the hours are there for Angel, but she is 7 being told by the Director that she can't call Angel. 8 Now this statement was given by Ms. Grosick. Don't you 9 find that problematic that Jane Smith is telling her 10 not to call? 11 A. Not at all. I support this one hundred 12 percent. The responsibility of the Director is the 13 staffing. The responsibility of the Director is to 14 ensure that full time employees receive full time 15 benefits. Part-time employees receive their hours and 16 receive part-time benefits. PRN employees don't work 17 more than they're supposed to. Right now it's a 18 federal law that will be coming out that we have to 19 benefit our employees and we are having payroll every 20 six months do an audit. We're on our Directors to say, 21 Director, you're responsible. If you have full time 22 employees that are not working their full time hours 23 and you're benefitting them, Director, you're 24 responsible for that, that is against policy and is 25 going to create, create some issues for this hospital.	77 1 is make sure you are having them in the right 2 classification and I find, I find nothing wrong with 3 this. What I think has occurred with this is based on 4 the Performance Work Plan is transparent, put out in 5 the open, and I, Director, am the one that's going to 6 make these calls on how staff are allocated. This does 7 not bother me. 8 Q. And so in that speech that you just gave, you 9 state that the Director can make the schedule and all 10 that? 11 A. The Director is responsible for the schedule. 12 Q. Right. But you don't know why Jane Smith 13 instructed Connie not to call, because you never 14 questioned any employees? 15 A. I, I would say that she would say don't do 16 this amongst yourself with anybody. I'm not saying 17 that she's saying this just with that. I'm saying 18 again based on what direction we gave our Directors, 19 I'm the final approver of the schedule. I'm saying 20 Director and y'all out here doing these changes have to 21 be approved by me and that is, that is what I - that's 22 direction I've given my Directors, so I, I think that 23 this to me is not concerning. 24 Q. So you-- 25 A. This is saying that if there are going to be

78 1 some split-shifting going on or if you want to change 2 around some things, it needs to go through me and, I 3 believe, in the Work Improvement Plan, that was part of 4 my, my direction to her was making sure everything is 5 spelled out transparent and that you're logging all 6 this, because you're responsible for ensuring that not 7 only do we have the appropriate staff on schedule, that 8 they're in the appropriate classification, that they're 9 getting the benefits that they should be deserved -- 10 should be earning. 11 Q. So you believe that Jane Smith was 12 instructing people not to call Angel because she felt 13 like that was her job to do the scheduling so that, 14 that's what you believe? 15 A. No, I don't think that was her -- I believe 16 that she was saying that I need to be the one to 17 approve the final schedule, to approve schedules. 18 Q. Okay. 19 A. I'm not taking this to be a personal thing. 20 Let me pull back the Work Improvement Plan, because 21 that was some of my discussions with her. "To validate 22 your fairness and consistency in staffing, you need to 23 keep a log of your process for calling staff to fill 24 openings due to unscheduled call-offs. Regular full 25 time and part time staff should be offered extra time	80 1 the schedule, wouldn't you agree? 2 A. I would agree that retaliation is not 3 acceptable. I have no evidence that that occurred. 4 Q. But yet, you did place it in your Performance 5 Improvement Plan to her? 6 A. What I placed in there was that was the 7 nature of the complaints. I didn't say that I 8 validated them. I didn't say that I believed them to 9 be true. I did say that, again, as a leader, this is 10 what's occurring and this is what's being expressed. 11 Q. Uh-huh. 12 A. I honestly couldn't validate it and, again, I 13 think there was a true goal here to have these hotline 14 calls come in. Anonymous, so, again, I, I'm not going 15 to say who I expected to be behind this, but what I'm 16 saying is this is what was in the complaints, this is 17 how I would handle it in order to show the fairness, in 18 order to show -- in order to try to get this perception 19 to go away. I didn't say in here that I believed this 20 to be true. I'm saying these are the complaints and 21 this is what's been expressed and as a leader, you need 22 to do these things to help you with this period of 23 trying to get through this perception. 24 Q. What did you do to decide -- well, first of 25 all, you -- let's explain that testimony.
79 1 first if they have been called off due to low census." 2 And the reason why we have that policy, again, is 3 because they needed to be benefitted, so we have a 4 hierarchy of who's called off. If we have low census, 5 obviously, if somebody is in overtime, we call them 6 off. We have a flex pool. Not much staff are trained 7 to work at The Women's Center, but they're in the 8 hierarchy. PRN are on the list because, again, those 9 are, those are -- that's the way we have the hierarchy 10 here. This says, "Overtime should be avoided and only 11 used as a last resort." So we, we have a system of how 12 we would handle that and, you know, when staff start 13 doing their own changing around of the schedules, it 14 can be problematic for hospitals. We can have people 15 go into overtime. We can have people not get hours 16 that are benefitted staff that deserve their hours and 17 deserve their benefits, and we don't want that to be 18 problematic for our full time employees, so that's -- 19 that is our direction to our leaders is you're 20 responsible, Director, to ensure that your staff is 21 appropriate and it's not uncommon for leaders to have 22 all of that come through them. 23 Q. Okay. But what is also problematic is when 24 your leader allegedly retaliates against certain 25 employees by manipulating the schedule, taking them off	81 1 A. Okay. 2 Q. You said, "I never validated anything on 3 there." 4 A. How can I validate that somebody is doing a 5 hotline call and saying this is occurring whenever I 6 don't know who did the hotline call. I can't go to 7 that person and say help me understand this so I can 8 investigate it when it's anonymous. 9 Q. Uh-huh. But over a span of several months, 10 you get numerous calls. Not years, but several months 11 you get numerous calls on one lady and you never -- you 12 went to your department as a whole to tell them to stop 13 calling the hotline? 14 A. I went to the department to tell them the 15 appropriate use of the hotline, that's correct, the CEO 16 and I went. 17 Q. So why then not go to the group as a whole 18 when you get several calls or, excuse me, a number of 19 calls over several months, why not go to the group as a 20 whole and say talk to me about what's going on? 21 A. I did. When I went there we-- 22 Q. You talked the group as a whole? 23 A. Both our CEO -- no, I -- what I had told them 24 during that meeting, our CEO and I both said our doors 25 are open. There is a chain of command here. There's a

82 1 way to handle it. If you have a personnel issue, there 2 is a mechanism for that. If you have a compliance 3 issue, there is a mechanism for that. 4 Q. But when you and the— 5 A. I did. 6 Q. When you and the CEO went, it wasn't in 7 response to the calls that caused you to do the 8 Performance Improvement Plan, was it? 9 A. When we went, I don't know the date we went, 10 I remember we were at the Floyd Conference Center. 11 He'd just received another compliance call, and I will 12 tell you he was frustrated and we walked over to The 13 Women's Center and called a meeting. 14 Q. So when you're frustrated— 15 A. Because, again, it was inappropriate use of 16 the hotline. 17 Q. Okay. Not frustrated that a number of people 18 are complaining about one Director? 19 A. No, no, inappropriate use of a hotline. 20 Q. He's more concerned with the hotline use? 21 A. Yeah, 'cause we want — if people have a 22 compliance issue, by all means, speak up with a 23 compliance issue. Let us know if there is any true 24 compliance issues going on. You know, we don't want 25 any type of fraud going on, suspected billing issues,	84 1 A. That, that was one. That was one of the 2 complaints. 3 Q. Okay. Had Angel Parsons ever told you that 4 she felt like she was taken off the schedule because 5 of, you know, asking Jane about a HIPPA violation? 6 A. I think when she met with me, she actually 7 mentioned that she asked Jane how did she become 8 Director when she was fired and escorted out the 9 building. I have no idea where that came from. I have 10 asked the Director, whom I have the utmost respect for, 11 who is now our Chief Quality Officer, what is all that 12 about. She has no idea what that's about. It's this 13 myth that's out there. I have no way to substantiate 14 by anybody that she's ever been escorted — fired and 15 escorted out the building and that is what Angel 16 brought up to me whenever we met. 17 Q. So, is the HIPPA violation itself a myth 18 also? That there was never an issue with the HIPPA 19 violation of Ms. Erin Wise or Ms. Wise's grandchild? 20 A. That, I do not know. 21 Q. Okay. So you don't know if the HIPPA 22 violation itself occurred? 23 A. I, I don't. I don't have any data on that in 24 front of me. 25 Q. Okay. But what you are calling a myth is
83 1 inappropriate documentation issues, definitely do that. 2 If you have personnel issues, be up front and use your 3 chain of command. That's the message. 4 Q. So then your ultimate testimony is that you 5 never validated any of the concerns that are listed on 6 that Performance Improvement Plan, Plaintiff's 11? 7 A. What I told you is the concerns addressed to 8 the hotline. I could not go back to that individual 9 because hotline calls are anonymous. 10 Q. Well, you also testified that you didn't 11 validate them? You didn't validate the claims? 12 A. Well, I didn't — I didn't — no, 'cause I 13 couldn't go back to the person and get — what I've 14 done here in this Work Improvement Plan, again, is I 15 have addressed what the concerns that have been 16 expressed are. 17 Q. All right. 18 A. And, obviously, I took it seriously enough to 19 put it in her Work Improvement Plan. 20 Q. I agree. 21 A. And I offered coaching and advice. I told 22 her my expectations. She fulfilled those expectations. 23 Q. Okay. So whether it was validated or not, 24 there was at least an allegation of retaliatory 25 scheduling going on, scheduling in retaliation?	85 1 Jane Smith's termination and being escorted out the 2 building? 3 A. I cannot validate where in the world that's 4 come from. 5 Q. Okay. Well, we see in the exhibits where in 6 her annual, in Jane Smith's annual evaluation, in your 7 comments written by you, you state that, you know, the 8 complaints continue and Jane agrees it's in her best 9 interests to step down, to step down? 10 A. From her leadership role. 11 Q. From her leadership role? 12 A. Right. 13 Q. And then she completes the Personnel Action 14 Form and it — you know, I'm, I'm leaving to be with my 15 family. So nowhere on any of the Personnel Action 16 Forms does it ever talk about at anytime for Jane 17 Smith, in none of them, does it ever talk about the 18 need for her to leave because of leadership concerns, 19 right? 20 A. It's not on the Personnel Action Form, no. 21 Q. And even in the e-mail that was asked to be 22 attached to the Personnel Action Form, it talks about - 23 - that's the one right there, Plaintiff's 9. 24 A. Right. 25 Q. That one even says, you know, she was leaving

86 1 to be with family. I mean, it still doesn't talk about 2 this, this problem with leadership in the sense that 3 everyone is complaining about her, even if the 4 complaints are at the wrong place, everybody is 5 complaining, or, excuse me, a number of people are 6 complaining about her? 7 A. This is an announcement to our leaders of who 8 was going to be fulfilling the Director of The Women's 9 Center position. 10 Q. Well— 11 A. Jane did have some family issues going on. 12 She did resign. She at that time was stepping down 13 from her management duties. It would be very 14 inappropriate for me to send an e-mail to all these 15 people talking about someone's leadership style. 16 Q. Well— 17 A. All I'm saying in here is who is now in 18 charge of The Women's Center and how to contact that 19 person. 20 Q. Well, that, that's not all it says, because 21 you do talk in a personal sense where you say she's 22 leaving to be with the family, right? 23 A. Correct. 24 Q. So there is some personal— 25 A. I said that "Many of you are aware that she's	88 1 just talks about them going on, resigning? 2 A. This supposedly was years ago. I don't, I 3 don't — this — I don't recall the PAF in her file 4 that termed her. 5 Q. Of course, because my question to you is do 6 you always or typically give the person the option of 7 resigning rather than being terminated? 8 A. No, that's not an always occurrence. We have 9 employees that, that don't want to be termed that are 10 termed for good cause. 11 Q. Right. 12 A. We don't always give people options, no. 13 Q. Okay. And there isn't anywhere on those 14 personnel forms if, if Jane Smith was terminated or 15 reprimanded about her, her alleged HIPPA violation and 16 asked to leave, there is nowhere on there for you to 17 have written that if that was — if that did occur in 18 the past? 19 A. Well, I think there's a section, it's not 20 easy to read on this, that if, if someone wanted to 21 write in more information, they would use — I can't — 22 let's see, is it Roman Numeral VII, maybe, I can't read 23 it on here — to make notes if they wanted to. I mean 24 that's, that's what that would be used for. 25 Q. Do you feel as though complaints made about
87 1 decided to relinquish her management duties at this 2 time so she can better balance her family obligations." 3 That's exactly what she's told me. 4 Q. Right. Okay. 5 A. Yeah. 6 Q. So balancing family obligations. There is 7 some personal deference— 8 A. Yeah. 9 Q. —in there? 10 A. Yeah. 11 Q. It's not just an announcement? 12 A. Yeah. 13 Q. But there is a personal reference to Jane? 14 A. Yeah. 15 Q. So but what my — the question I'm getting to 16 is that the performance — excuse me, the Personnel 17 Action Forms and the attached e-mail that goes to one 18 of them, what I'm saying is those forms don't indicate 19 the problems that were being had by Jane Smith at the 20 time of this movement and this, and this departure. So 21 my question to you is is when you talk about this being 22 a myth that Jane was ever asked to leave or taken out 23 the building, there would be no paper trail, because 24 the personal file, excuse me, the Personnel Action 25 Forms don't talk about why the person is leaving, it	89 1 an employee should be added to their personnel file? 2 A. It's according to what kind of complaints are 3 made. We have, sometimes, patient complaints that are 4 validated and some that aren't validated and they 5 aren't always put in an employee's file. We have 6 physician complaints. Some are validated and some are 7 not validated. They are not always placed in an 8 employee's file, so I would generically be 9 uncomfortable stating that they should be placed there. 10 Q. Well, what about the hotline complaints which 11 you have stated can't be validated, are they placed in 12 the file? 13 A. HR would have that. 14 Q. HR would have it, but are they placed in the 15 employee's personnel file or do you know? 16 A. I don't know. 17 Q. Okay. Okay. 18 A. I don't know if HR has it or the Compliance 19 Officer. 20 Q. Okay. 21 A. Actually, it may be the Compliance Officer 22 that maintains that. 23 Q. Now, why would the Compliance Officer 24 maintain complaints about employees if that's not their 25 area of coverage?

90 1 A. Because it came through as a hotline call and 2 they're the Compliance Officer responsible for the 3 hotline calls. 4 Q. And when a Compliance Officer gets the call 5 about what I'm going to call personnel problems,— 6 A. Right. 7 Q. —okay, between two employees, so when the 8 Compliance Officer gets these personnel problem calls, 9 does he have any obligation or responsibility? 10 A. The Compliance Officer, I think, 11 simultaneously the Chief Executive Officer receives 12 those, as well, and then those go to the appropriate 13 person for follow up. If it's personnel, HR gets 14 involved, and then that department that it's about. If 15 it's a true compliance, then compliance is involved. 16 Q. So Angel Parsons in her grievance says, "I 17 have tried or I have contacted Hal about this issue 18 before," in her grievance. Do you recall that? 19 A. I can pull it back. 20 MS. CORN: It's Number 3. 21 Q. Here it is. 22 A. Okay. 23 Q. And it's the second — the second page? 24 A. Yes. 25 Q. All right. And then her third issue was, I	92 1 Q. So now you still don't feel as though you 2 need to ask these — some other employees to validate 3 Ms. Parsons' claim? 4 A. Based on what she shared with me, I felt like 5 I did my investigation, and I feel like the 6 determination was warranted. 7 Q. So to this day, Ms. Cockfield, do you know 8 whether or not Jane was telling other people that she 9 was leaving Angel Parsons off the schedule? 10 A. I have no evidence of that. 11 Q. Well, you never went to, you never went to 12 look for that evidence either, though, did you? 13 A. I looked at the schedules, and I have no 14 evidence of that. 15 Q. Well— 16 A. Again, this was, this was — I'm, I'm going 17 to restate— 18 Q. Well, no, no, I'm going to pause you on that 19 because it's a little unresponsive, because my direct 20 question is, is whether or not you talked to other 21 employees to find out if Jane was telling them that she 22 was going to leave Angel off the schedule? 23 A. I have no evidence of that. 24 Q. Because you never talked to other co-workers 25 of Angel Parsons during this whole grievance process,
91 1 spoke to Hal Hunter, you know, about this treatment 2 towards me and she says that, you know, she had spoken 3 with Hal Hunter several times. Now you get this in 4 your grievance and the complaints are supposed to go to 5 or in theory going to the CEO and then it goes to 6 the— 7 A. About the hotline. 8 Q. Right, —the appropriate person for follow- 9 up. So you get this in this grievance, did you take 10 the time to see if Angel Parsons had been making 11 contact, you know, multiple contacts about this issue 12 during your grievance investigation? Did you, did you, 13 did you look to see? 14 A. Well, I trusted Hal Hunter when he told me 15 that she had contacted him. 16 Q. Okay. 17 A. I mean, that's all I needed. I didn't have 18 any reason to distrust — mistrust him. So he had told 19 me that she had contacted him and that she recommended 20 to Angel that Angel contact me. 21 Q. So now you, now you — now it's beyond the 22 hotline, because now you have a specific person who's 23 telling you, listen, there's — you know, there is an 24 issue here with Jane? 25 A. Uh-huh.	93 1 right? 2 A. I have no evidence of that. 3 Q. You have no evidence that you spoke to any 4 other people? 5 A. That's correct. 6 Q. But you still feel like you did a thorough 7 investigation having talked to no co-workers? 8 A. I feel like I did a thorough investigation, 9 because I talked to the employee who was a PRN 10 employee, that means as-needed. If we don't need her, 11 we don't use her. We offered to train her. In fact, 12 that was our desire was to get our staff trained to 13 work multiple areas at The Women's Center. That's a 14 very common practice in a Women's Center. We have a 15 LDRP concept. I expect them to work more than just the 16 nursery. I offered that. We were going to do plenty 17 of training. She declined. So we have a PRN employee 18 who did not fulfill the obligations of employment, who 19 refused to be cross trained. To me, this is extremely 20 clear-cut. I have no reason to think that my decision 21 was improper. The CEO looked at it. He had no reason 22 to think the decision was improper. I think this has 23 nothing to do with anything with the leadership. You 24 have a black and white schedule and to me, this is 25 strictly going by policy.

94 1 Q. Jane Smith was strictly going by policy? 2 A. The policy of the hospital based on 3 scheduling of a PRN. 4 Q. Based on the black and white schedule, but 5 you never got behind the scenes to see if Jane Smith 6 was deliberately leaving Jane Smith off the -- leaving 7 Angel Parsons off the schedule? 8 A. There is, there is a lot of detail there that 9 I don't have in front of me. 10 Q. Uh-huh. 11 A. I'm telling you I don't have the schedules in 12 front of me. 13 Q. Right. And did you, did you go specifically 14 to investigate whether or not Angel Parsons was the 15 only one who was asked to cross train in postpartum? 16 A. There are others that have been cross 17 trained, yes. 18 Q. But that Jane Smith said that I want you to 19 go to postpartum and, and they went; there are others? 20 A. Yes, there are others that have been cross 21 trained. 22 Q. Uh-huh. Well, how do you remember that so 23 vividly? 24 A. Because we discussed it. 25 Q. You and Ms. Smith?	96 1 of our Bates numbered ones? 2 MS. CLARK: You have this, but that's not the 3 Bates numbered one. 4 MS. CORN: All right. 5 MS. CLARK: This was in the discovery that 6 you guys sent to me. 7 MS. CORN: I sent it to you? 8 MS. CLARK: Uh-huh. 9 MS. CORN: Okay. 10 MS. CLARK: We'll just mark it to be easy and 11 then I'll just make a copy. 12 MS. CORN: That'll be better just so we have 13 a copy of it since we don't have numbers on it for 14 reference. 15 MS. CLARK: Yeah. Yeah. 16 THE WOMEN'S CENTER TIME SCHEDULE NURSERY, 17 CONSISTING OF TEN (10) PAGES, MARKED FOR 18 IDENTIFICATION AS PLAINTIFF'S EXHIBIT NUMBER 19 FOURTEEN(14). 20 Q. So now is that a typical schedule that you 21 speak of that you looked at that showed no deliberate 22 intent? 23 A. I don't know if this particular one I 24 remember— 25 Q. No, no, no, no. You said that this—
95 1 A. Yeah, and there are others that are cross 2 trained. I know for sure there are people that can work 3 more than one area. 4 Q. Okay. And you think that somehow the 5 schedules are going to show that Jane Smith did not 6 deliberately keep Angel Parsons off the schedule? You 7 said the schedules have got enough detail on there to 8 show that there was no— 9 A. I think you'll— 10 Q. —deliberate intent? 11 A. I think you'll find that, yes. 12 Q. And what was on a black and white schedule 13 with times and numbers, what on there shows or doesn't 14 show deliberate intent? 15 A. I think you'll see a match up with acuity, 16 patient acuity and patient census. I mean, it's very 17 easy to match a schedule with census. We have no 18 desire to overstaff. We have no desire to under staff. 19 MS. CLARK: I didn't make a copy of this so 20 I'm just going to give this to her for explanation 21 purposes, but I don't have to make it an exhibit. 22 MS. CORN: What.. 23 MS. CLARK: It's actually the nurses' 24 schedules. 25 MS. CORN: Is it, is it numbered? Is it one	97 1 A. —looking at schedules. 2 Q. But you said the schedules show acuity? 3 A. This looks a lot cleaner -- no, no, Not the 4 schedules doesn't show acuity. I rely on the nurses to 5 know the acuity of the patients. This wouldn't show 6 census. We'd have to, we'd have to pull up those other 7 schedules to match that up. These look awfully clean 8 compared to the schedules that I'm used to seeing. 9 Q. Because the schedules you usually see have 10 what on -- I mean, what, what do you mean by clean? 11 A. Well, I mean, you have a published schedule— 12 Q. Okay. 13 A. —but then, unfortunately, people get sick, 14 people are called off because the census isn't there, 15 people are added because the census increases. These 16 just look like clean just what are published schedules. 17 But you can see schedules that are the working 18 schedule, you'll see, you know, things are written on 19 them. 20 Q. And is that what you all called them, the 21 working schedule? 22 A. I, I call it that. 23 Q. Okay. 24 A. I don't know what people call it. This, you 25 know, I call -- you have a published scheduled that we

98 1 will put out in advance. 2 Q. Would that be that, the published one, the 3 one before being written on, I mean? 4 A. I can't tell you. To me this looks like, 5 'cause it's so clean and neat, it looks to me like a 6 published schedule. 7 Q. Published scheduled. Okay. Versus? 8 A. Versus now we're on the floor,— 9 Q. This person can't come in? 10 A. —census has come up, the ICU needs another 11 nurse, we're writing that in. Census is down. The ICU 12 is calling off this PRN person. That's written on the 13 schedule. I mean, schedules in hospitals are very, 14 very fluid. 15 Q. Okay. 16 A. We meet every day at 2:00 p.m. on staffing, 17 and it changes every four hours in this hospital. We 18 have rises in acuity with our ED volumes going up. We 19 have lots of discharges at times. It is a very, very 20 fluid schedule and we staff appropriately. 21 Q. Okay. 22 MS. CORN: Can I see the last exhibit? I'm 23 just trying to write down what dates we've got here. 24 MS. CLARK: And if there is a copy machine, 25 we can make a copy real quick.	100 1 Q. —and believable. 2 A. Yeah. 3 Q. I, I understand that. But then looking at — 4 even in looking at — couldn't you have looked at the 5 clean schedules to see whether or not there was a fair 6 distribution of hours, because this is before census is 7 determined, so then this is a good way that you could 8 have looked to see if there was a fair distribution 9 before other elements came in? 10 A. Yeah. I probably haven't made myself very 11 clear. There are many times where Directors don't even 12 put PRNs on the schedule, because they rely on their 13 full time and part time staff, and then they add PRN as 14 they're needed, so it would not be uncommon right now 15 for me to go to other departments in the hospital and 16 find a schedule where they have PRN staff in that 17 department and they aren't listed with times. 18 Q. Uh-huh. 19 A. In fact, I will tell you that that could be a 20 concern to a hospital administrator if they see PRN 21 listed with full time hours. 22 Q. Right. 23 A. Because we would have to benefit them and we 24 would have to change their classification to full time. 25 If we did that, then they would be required to work
99 1 MS. CORN: Yeah, we can. You know, you said 2 we've got in here somewhere. 3 MS. CLARK: Yeah. 4 MS. CORN: So I'm not worried about it. I 5 just want to see what the dates are so I can write it 6 down. 7 MS. CLARK: Sure. 8 Q. And so this being what we think is a 9 published copy, which means before the real life 10 happens, before, before things happen to make the 11 schedule change, so this then would kind of be like 12 that freshly-generated one that's just how Jane may 13 have distributed her time, people's time? 14 A. I don't know that to be a fact. 15 Q. Right. 16 A. I'm just saying based on my experience and 17 looking at schedules, this is very, very clean. 18 Q. Uh-huh. 19 A. And to me it doesn't look like changes have 20 occurred on these and that would be very, very atypical 21 that everything is perfect in a scheduled work area. 22 Q. That, that— 23 A. It never happens this way. 24 Q. That's totally understandable— 25 A. Yeah.	101 1 every other weekend. 2 Q. Right. 3 A. So we, we watch this very closely. 4 Q. Okay. 5 A. And it would not at all surprise me to see 6 schedules that did not have PRN listed. 7 Q. All right. But that's not my focus. My 8 focus is on the PRNs that are listed, because in— 9 A. Okay. 10 Q. —your Personal Improvement Plan, one of 11 your suggestions was, you know, track this? 12 A. Yes. 13 Q. Rotate, rotate who your PRNs would be? 14 A. Right, and that would be another log. I 15 don't see that you've got that. 16 Q. Right, right, right. But what I'm — but let 17 me get the question out. In your Performance 18 Improvement Plan, you suggest that, listen — well, not 19 listen, but you suggested in the Performance 20 Improvement Plan that she should track, but she should 21 also rotate to make sure that there is an even 22 distribution. Well, now, you could check the schedule 23 to see if there was a rotation of PRNs who were put on 24 the schedule. I get full time first, part time, and 25 then PRN. I get the, the chain. But what I'm asking

102 1 is, is do we look -- are we -- did you ever take the 2 time to look specifically at PRNs to see if Jane Smith 3 was fairly distributing PRN hours? 4 A. I looked at her schedule. I looked at the 5 tools that she developed. I looked at all of that, 6 yes, and that's why I have this in her Performance 7 Improvement Plan that I think to make it consistent 8 that I recommended that she create a tool separate even 9 from the schedule. This impacts not just PRN, full 10 time as well. I mean, people take turns and that way 11 you can show a very, very consistent pattern with a 12 separate tool utilized to show the consistency with 13 staffing. 14 Q. So you, you determined that, that she needed 15 a separate tool to make her-- 16 A. I thought that would take away any perception 17 of unfairness if she went beyond what others have done 18 and just have a separate tool that showed that. I 19 thought that would be in her best interest. 20 Q. Now, before you recommended that separate 21 tool, did you find that the distribution was consistent 22 or inconsistent? 23 A. I didn't have any, any-- 24 Q. Any finding? 25 A. I mean, I looked at the schedules. I didn't	104 1 notified their PRNs via phone call. 2 Q. Uh-huh. 3 A. And, again, I think -- I've got a lot more 4 awareness of it right now just knowing what they're 5 going through because we're doing our annual 6 competencies and requirements and how difficult it is 7 for them to make sure that each employee has all the 8 requirements maintained. So I am not aware that that 9 should have been -- I mean, I'm not positive that 10 that's not in the policy, but I, I don't think it is. 11 Q. Okay. With respect to cross training, at any 12 point, have you made a recommendation or a decision 13 that maybe the new hires would be the ones to cross 14 train, that that would be a focus of your new hires 15 versus those already there? 16 A. I think that I would want to start with my 17 incumbents, because I think our physicians have a lot 18 of trust with our staff there. I think we have a very 19 highly-skilled Women's Center staff and because of 20 that, I think it would have gone very well. You know, 21 they trust me to take care of my patient here. They 22 would trust me in this area. So I, I, I don't think it 23 should have been necessarily a new hire. 24 Q. Okay. 25 A. I think anytime I do cross training -- right
103 1 have a big takeaway of oh-my-gosh or this looks -- I 2 didn't have any big, big concerns about anything. 3 Again, the schedules that I looked at looked quite 4 different from this from my recollection. They were 5 marked through and, you know, changed. 6 Q. All right, if you would allow Ms. Parsons and 7 I to go across and discuss real quick, we'll be right 8 back, so if you'd like, let's go off the record for 9 just a second. 10 MS. CORN: Okay. 11 Q. We'll be right back. 12 (OFF-THE-RECORD BREAK) 13 MS. CLARK CONTINUES EXAMINATION: 14 Q. All right, we are back on the record and 15 thank you for your patience. I wanted to ask you just 16 a couple of follow-up questions now. Before 17 termination of an employee, and I understand, I really 18 understand at-will status and I understand PRN, as 19 well, but before termination for, you know, inability 20 to fulfill hours, should Ms. Parsons have received any 21 kind of warning that she wasn't meeting the 12-hour 22 requirement? 23 A. I don't think that's in our policy. 24 Q. Okay. 25 A. I know some, some Directors have actually	105 1 now, we're doing it in our Progressive Care Unit, I 2 like my seasoned staff to kind of, you know, pave the 3 way there because I think that's a staff that I'm very 4 confident in their skill level. 5 Q. Okay. And although there is no guarantee or 6 right to or expectation of hours for PRN, just in the 7 nature of the business have -- you know, has PRN ever 8 been considered to have, you know, more than 12 hours 9 of employment? 10 A. I don't think -- well, actually, we're 11 evaluating all of our statuses right now so. 12 Q. And in that-- 13 A. PRN would, would stay PRN. 14 Q. Right. 15 A. I think there could be some changes with some 16 of our part-time hours. But you're asking was there -- 17 is there a consideration that it could be more than 12? 18 Q. Well, what I really want to know is have you 19 ever had an opportunity to look at your -- maybe your 20 trends? Like you say you're evaluating your status, 21 the different status in the hospital. 22 A. Right. 23 Q. In that evaluation, would you all look at the 24 trend of, you know, the average hours that PRN. 25 employees receive in a month or, you know, a certain

106 1 set time, whatever that might be? 2 A. Every six months is what I think we're doing 3 now with payroll and with that, I know we've relied so 4 much on certain PRNs in certain areas that we're 5 actually recommending that they convert to part-time. 6 Q. Uh-huh. 7 A. But that's, again, specific to the 8 departments, so you're asking— 9 Q. So let's get specific. 10 A. So you're asking do we look at trends. So 11 yeah, we look at trends. 12 Q. Okay. 13 A. And, again, the purpose of that is just to 14 make sure that we are appropriately putting our 15 employees in the classifications they should be in. 16 Q. Okay. 17 A. That they're appropriately deemed full time 18 if they're working full time hours; appropriately 19 deemed part time if they're working part-time hours. 20 We have a flex pool status, and then the PRN status, so 21 we do evaluate that routinely. 22 Q. And so within The Women's Center did you — 23 do you recall any kind of trend for them, for The 24 Women's Center PRN, you know, when you, when you look 25 at that six month window?	108 1 A. After, you know, I asked her to create this 2 tool— 3 Q. Uh-huh. 4 A. —and then I felt comfortable when she 5 brought it back to the meeting that that was being 6 handled appropriately. Yes, I did. 7 Q. Okay. And in the low census roster, that — 8 that's the thing — that's the actual sheet that will 9 tell you the days that an employee didn't work because 10 of low census? 11 A. That's correct. 12 Q. Right. Okay. All right. I don't think that 13 I have any other questions for you. 14 MS. CORN: I have no questions. 15 (DEPOSITION CONCLUDED AT 11:15 A.M.) 16 17 18 19 20 21 22 23 24 25
107 1 A. Our HR payroll did an audit, and I just know 2 in every department, we looked at employees that were 3 either working more or less than what they're 4 classification was showing and, again, it was up to the 5 Director to say, the HR director said you need to make 6 sure they're benefitted appropriately. 7 Q. Uh-huh. 8 A. So whether that person is full time and their 9 hours need to be decreased to part time or put them in 10 a full time classification because they have earned and 11 deserve benefits. So this — now, I will tell you this 12 is a relatively new process for us. This came about 13 with the Affordability Care Act and we have not done it 14 to the extent we're doing it now. It's a huge focus. 15 I don't know that it really pertains to this that much. 16 It just pertains to putting employees in the proper 17 classification and making sure we benefit the employees 18 that earn benefits. 19 Q. Okay. But in the time of Ms. Parsons' 20 termination, what you looked at was what, what I'm 21 calling the — in terms of the schedule, we had that, 22 that clean published schedule? 23 A. Right. 24 Q. And then you looked at the working schedule, 25 and then did you also look at a low census roster?	109 1 STATE OF SOUTH CAROLINA 2 COUNTY OF DARLINGTON) CERTIFICATE 3 I, Laura W. Little, Verbatim Reporter and Notary 4 Public in and for the State of South Carolina, certify 5 that I did have Costa King Cockfield appear before me 6 at 8:15 a.m. on the 6th day of December, 2013 at 7 Carolinas Hospital Administrative Conference Room, 1594 8 Freedom Boulevard, Florence, South Carolina; that the 9 witness was duly sworn and cautioned to tell the truth, 10 the whole truth, and nothing but the truth; that the 11 foregoing pages constitute a true and accurate 12 transcript of her testimony given at that time and 13 place. 14 I certify that I am not of counsel or kin to any 15 of the parties, nor am I interested in any manner in 16 its outcome. 17 IN WITNESS WHEREOF I have hereunto set my hand and 18 seal this the 27th day of December, 2013. 19 20 _____ 21 Laura W. Little, Verbatim Reporter 22 Notary Public, State of South Carolina 23 My Commission Expires September 21, 2015 24 25

CAROLINAS HOSPITAL SYSTEM FLORENCE, SC			
Policy/Procedure Title	RN/LPN Candidate On Call and PRN	Effective	8/10/2003
Department/Operating Policy	INTENSIVE CARE		
Affected Departments	Emergency	Day/Shift	HUMAN RESOURCES
Prepared By	Human Resources	Day/Shift	
Reviewed/Approved	Human Resources	Day/Shift	
Medical Staff Approval		Day/Shift	
Board Approval		Day/Shift	
(If Applicable)		Day/Shift	

RN/LPN
Carolinas On Call and PRN

Plan A Fulltime COC	Plan B Part Time COC	Plan C As Needed
Number of hours per pay period	24-31 hours per pay period	Minimum 12 hours 4 week schedule
Expected Work		
Pay Rate	RN/LPN - See H.R. for Rates.	RN/LPN - See H.R. for Rates.
Weekend Obligation	Every other week- end based on specific unit needs & Managers' discretion.	One weekend per 4 week schedule - minimum of 24 hrs.
Weekend Obligation	No	No
Required Experience	1 year pertinent experience as RN/LPN	1 year pertinent experience as RN/LPN
Attendance/Records	Per CHS Policy and Attendance Records Handbook.	Per CHS Policy and Attendance Records Handbook.
Holidays	Next permanent fulltime status holiday obligation	Minimum of 1 major holiday per year (July 4th, 1st of year)

PLAINTIFFS
EXHIBIT

12/16/03

as defined by Manager.	Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, plus 1 additional holiday.	Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, plus 1 additional holiday.
Removal from status	Refusal of 2 assignments in a 6 month period.	Refusal of 2 assignments in a 6 month period.
Float - Order of Progression + Skill Mix/Manager's Discretion	PRN - As Needed PLAN B - Part Time COC PLAN A - Full Time COC Part Time Full Time	PRN - As Needed PLAN B - Part Time COC PLAN A - Full Time COC Part Time Full Time
First to Take Job Census - Order of Progression + Skill Mix/Manager's Discretion	Over Time PLAN B - Part Time COC PLAN A - Full Time COC Part Time Full Time	Over Time PLAN B - Part Time COC PLAN A - Full Time COC Part Time Full Time

Reform	1st	2nd	3rd	4th	5th
Day					
Revision	1st	2nd	3rd	4th	5th
Day					

Exhibit B

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF FLORENCE) TWELFTH JUDICIAL CIRCUIT
C/A NO. 2012-CP-21-3016

Angela Parsons,

Plaintiff,

-vs-

Jane Smith and OHG of South
Carolina d/b/a Carolinas
Hospital System, and
Carolinas Hospital System,

Defendants.

DEPOSITION OF:

TAMMY DICKERSON

Deposition of TAMMY DICKERSON taken
before Laura W. Little, Verbatim Reporter and Notary
Public in and for the State of South Carolina, at
Carolinas Hospital System Administrative Conference
Room, 1594 Freedom Boulevard, Florence, South
Carolina, commencing at 5:13 p.m. on the 23rd day of
April, 2014.

Laura W. Little
Laura Little Reporting Service
Post Office Box 710
Darlington, South Carolina 29540
843-393-6466

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APPEARANCES OF COUNSEL:

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Wukela Law Firm

Post Office Box 13057

Florence, South Carolina 29504

Attorney for Defendants:

Elizabeth S. Corn, Esquire

Hall Booth Smith, PC

40 Calhoun Street, Suite 550

Charleston, South Carolina 29401

In Attendance:

Angela Parsons

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STIPULATIONS

Prior to the giving of any testimony by the

witness, it was expressly stipulated and agreed between

the parties to this action, through their respective

counsel, that:

By Notice and/or Consent, said deposition is being

taken in accordance with Rule 30 of the South Carolina

Rules of Civil Procedure, which shall control the

taking of said deposition and its use thereof;

Said deposition shall be taken for the purpose of

discovery and/or for use as evidence in the above

entitled action, or for both purposes;

That all objections would be reserved until the

time of the trial except as to the form of the

question;

Reading and signing of the transcript of testimony

by the witness was waived.

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=====

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3Email and Letter18-8

4Personnel Action Form21-21

Court Reporter's Note:

--Indicates interruption;

--Indicates Incomplete Phrases or Sentences.

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TAMMY DICKERSON,

after being first duly affirmed to tell the truth, was

deposed and testified as follows:

DIRECT EXAMINATION BY MS. CLARK:

Q. Ms. Dickerson, thank you so much for coming

today. I am Pheobe Clark, and I represent Ms. Angel

Parsons---

A. Yes.

Q. ---in the case that we have against

Carolinas. Have you taken any kind of medication that

would affect your ability to understand me today?

A. No.

Q. Okay. And have you participated in

depositions before?

A. Not -- I've sat in on one, but I have never

been deposed before.

Q. Okay. So I'll just be asking a series of

questions---

A. Okay.

Q. ---and you'll answer them to the best of your

ability or the best of your recollection. If I need to

rephrase anything, I'll be happy to do so.

A. Okay.

Q. If an objection is made, you'll hear

objection, but then you should still answer the

6 1 question, okay? 2 A. Okay. 3 Q. All right. Ms. Dickerson, where are you 4 currently working? 5 A. I work for Kelly Services. 6 Q. Okay. And at sometime, you were employed 7 with Carolinas? 8 A. Yes. 9 Q. Okay. And what was your -- the last job 10 title that you had with Carolinas? 11 A. Director of Human Resources. 12 Q. Okay. And how long had you had that title as 13 Director? 14 A. I was here for around five years. 15 Q. And what was your reason for leaving 16 Carolinas? 17 A. I was asked to leave. 18 Q. Okay. And do you mind telling us what was 19 the reason? 20 A. I signed an agreement that said I wouldn't 21 discuss it. 22 Q. Okay. All right. Now, Director of HR-- 23 A. Yes. 24 Q. --if you could just give me categories of 25 things that you handle? I'm sure it's a lot, but as	8 1 A. I would just provide guidance on the policies 2 and then review any involuntary terminations before 3 they took place. 4 Q. Now, in reviewing the terminations, what were 5 the types of things that you would be looking for 6 during your review? 7 A. Policy compliance. 8 Q. And if they, if they were compliant, would 9 you make the final termination decision? 10 A. No. 11 Q. No? 12 A. No. 13 Q. Okay. And if they were not compliant, would 14 you inform the managers of that? 15 A. Yes. 16 Q. Okay. And so in summation, then, Ms. 17 Dickerson, did you have the power to hire anyone? 18 A. Just my direct reports but no others. 19 Q. And just so I'm understanding, direct reports 20 is everybody-- 21 A. In -- yeah. 22 Q. --in the HR-- 23 A. Yes. 24 Q. --Department? 25 A. Yes.
7 1 the Director, what would be the things that the 2 Director handles? 3 A. My primary responsibility was to oversee the 4 Human Resources Department, supervise the HR staff and 5 provide just general oversight of the company's 6 policies and procedures and all of the things that were 7 related to an employee's -- I guess their employment at 8 the hospital. 9 Q. Okay. Well, what about within the hiring 10 process, what role would you, would you have played as 11 Director? 12 A. The managers mainly do the hiring. I would - 13 - I just oversaw the process from a management 14 perspective. There was an employee in the office that 15 actually handled the recruiting and paperwork to bring 16 someone on-board. 17 Q. So would you be part at all of the interview 18 process? 19 A. Very rarely. Once in a while, I would be 20 asked to interview someone but that was very rare. 21 Q. Okay. And on the flipside in term -- in the 22 action of terminations-- 23 A. Uh-huh. 24 Q. --what role would the Director play in 25 terminations?	9 1 Q. Okay. And then did you have the power to 2 terminate anyone? 3 A. No. 4 Q. Okay. 5 A. Other than my direct reports. 6 Q. That's right. Okay. All right. Now, at 7 some point, let's go back to hiring, a hiring decision 8 is made-- 9 A. Uh-huh. 10 Q. --would you as the HR Director send out the 11 offer letters -- well, I guess not offer letters, but 12 the letters informing them of their employment? 13 A. No. That would be someone in my office, 14 although sometimes I would depending on the situation. 15 Q. Okay. 16 A. But that wasn't common practice. 17 Q. Okay. 18 LETTER DATED AUGUST 26, 2011 MARKED FOR 19 IDENTIFICATION AS PLAINTIFF'S EXHIBIT NUMBER 20 TWO(2). 21 MS. CORN: I think she's going to hand you 22 another one. 23 A. Oh, okay. 24 Q. All right. I'm going to give you what's been 25 marked--

10 1 A. Yes. 2 Q. —as Plaintiff's 2, and are you familiar 3 with this type of letter? 4 A. Yeah. Yeah. 5 Q. Okay. And I don't know what it's called and 6 that's why I was fumbling for the word. I guess, it 7 wasn't an offer letter but just kind of— 8 A. Well, it is an offer letter. 9 Q. Okay. 10 A. Yeah. It's an offer — this is an offer of a 11 promotion. 12 Q. Okay. 13 A. Yes. 14 Q. All right. And so this is different then? 15 This is not hiring, this is for promotion? 16 A. Right. 17 Q. So is this — is that a decision that you 18 would have made? 19 A. No. 20 Q. Okay. 21 A. No. 22 Q. Okay. And so, but this is a letter that you 23 would send, the promotion letter? 24 A. Sometimes, yes. 25 Q. Okay.	12 1 Q. Okay. And did you play a role in 2 recommending Ms. Smith for interim? 3 A. No. No. 4 Q. And did you play a role in choosing her for 5 interim? 6 A. No. 7 Q. Okay. 8 A. No. I wouldn't have had any knowledge of her 9 work abilities. 10 Q. Okay. Did you have any knowledge of Jane 11 Smith's prior work with Carolinas? 12 A. No. 13 Q. Okay. Are you familiar with Mr. Hal Hunter? 14 A. Yes. 15 Q. Do you know who he is? 16 A. Yes. 17 Q. Do you remember him? 18 A. Uh-huh. 19 Q. Okay. And do you recall Hal Hunter ever 20 informing you about complaints that were being made 21 about Ms. Jane Smith? 22 A. I don't specifically remember Hal telling me, 23 but it's possible that he did. 24 Q. Okay. Did you have a policy or procedure in 25 place that you would follow if complaints were made
11 1 A. Especially if it was a leadership position. 2 Q. Okay. All right. Now, do you recall the 3 employment of Ms. Jane Smith? 4 A. Yes. 5 Q. And did you know Jane Smith outside of 6 Carolinas? 7 A. I do know her now outside of Carolinas. At 8 this time, I'm not sure. She's my neighbor, so. 9 Q. Okay. 10 A. At sometime during her employment, we just — 11 we realized that we live near each other. 12 Q. Okay. Did you know — well, first of all, 13 how long — you said at Carolinas you had the Director 14 position for about five years? 15 A. Uh-huh. 16 Q. But total time at Carolinas, how long would 17 that be? 18 A. The same amount. 19 Q. Oh, okay. 20 A. Yeah. 21 Q. All right. And so when Jane Smith came to 22 work in The Women's Center, she was first the Interim 23 Director, is that how you recall it? 24 A. Yeah. When the Director — the previous 25 Director left, she became the Interim Director.	13 1 about one in a leadership position? 2 A. Yes. 3 Q. All right. And what was your general policy? 4 A. Depending on where the complaints were made, 5 it would be investigated. If it went through the 6 Compliance Program, then Hal would have overseen that. 7 Q. Okay. 8 A. If it came through administration, then that 9 would — the administrative officer would oversee that 10 investigation. 11 Q. Okay. And would you, would you play any 12 active role in an investigative portion? 13 A. It depends on what the complaint was and what 14 -- and oftentimes, I was asked to do the -- do some 15 investigation, yes. 16 Q. Okay. So in the instance of one employee 17 complaining about her supervisor— 18 A. Uh-huh. 19 Q. —what role do you recall playing, if any, 20 in the investigation? 21 A. In this particular situation or just in 22 general? 23 Q. Well, do you, do you remember this particular 24 situation? 25 A. I remember there were some complaints, yes.

14 1 Q. Okay. Okay. Well, what do you recall about 2 it? 3 A. I just remember that there were some 4 employees that were unhappy or did not like Jane, but I 5 don't remember the specifics about those complaints. 6 Q. So then do you recall whether or not those 7 complaints came directly to you? 8 A. No, I don't. 9 Q. Okay. Do you recall what action was taken 10 about the fact that employees were unhappy with Jane? 11 A. I'm not -- I don't recall specifically, no. 12 Q. Now, I understand that if calls were made 13 through the Compliance that Hal would typically 14 oversee-- 15 A. Yes. 16 Q. --those issues? That's how you recall it. 17 All right. And then at some point, you know, because 18 it was -- if it -- because it was a matter between 19 employees, at some point, would Hal inform you? 20 A. Yes. 21 Q. Okay. 22 A. Yes. 23 Q. And were you under an obligation to then 24 inform someone else? 25 A. Depending on what the complaint was, Hal and	16 1 Q. Okay. 2 A. Yeah. Sorry. 3 Q. Not a problem. It's been a -- you've moved 4 on to different places since then. 5 A. Yes. 6 Q. So I get that. Would -- like the promotion 7 letter-- 8 A. Uh-huh. 9 Q. --and I understand that that's not the 10 initial offer of employment, Plaintiff's 2,-- 11 A. Right. 12 Q. --but like that, would you have been the one 13 to sign the PRN offer letters? 14 A. Like to hire? 15 Q. Right, to hire? 16 A. I could have. It was typically not me, but I 17 may have signed some of them. 18 Q. Okay. And in your experience, do you have 19 any recollection as to whether or not the PRN employees 20 would work steadily? 21 A. It varies. 22 Q. It varies? 23 A. Right. 24 Q. And would be some of the variables that would 25 come up?
15 1 I would work together to determine the way to 2 investigate it, and then, you know, depending on what 3 it was, then we may have to inform others of that 4 complaint. 5 Q. Okay. So then now specifically, do you 6 recall Hal coming to you about Angel Parsons? 7 A. No. 8 Q. Okay. And, and I may have asked this 9 already, but forgive me. 10 A. Uh-huh. 11 Q. But do you recall Hal coming to you about 12 complaints about Jane? 13 A. I don't remember specifically. 14 Q. Okay. Okay. Let's talk a little bit about 15 PRN employees, and to the best of your recollection, do 16 you remember the minimum requirements for your PRN 17 employees in terms of work hours? 18 A. There were no general requirements in the 19 hospital. Those would have been department-specific. 20 Q. Oh, okay. 21 A. Or service line specific. 22 Q. Okay. Do you recall in The Women's Center 23 that PRN employees were to work twelve, at least twelve 24 hours over four weeks? 25 A. I wouldn't remember that.	17 1 A. Some employees would possibly work, you know, 2 very few hours and then other PRN employees, depending 3 on their ability-- 4 Q. Uh-huh. 5 A. --and the needs of the department, so it 6 could, it could vary greatly, so. 7 Q. Do you think it would be difficult, in your 8 opinion, for a PRN employee to work twelve hours over 9 four weeks? 10 MS. CORN: Object to the form, but go ahead. 11 Q. But you could still answer. 12 MS. CORN: Go ahead and answer. 13 A. Probably not. 14 Q. Okay. 15 A. It's only one shift. 16 Q. Twelve hours is just one shift? 17 A. Yeah, right. 18 Q. Okay. All right. Do you remember Angel 19 Parsons' employment with Carolinas? 20 A. Not really. No, sorry. 21 Q. Okay. Okay. Because you weren't specific to 22 The Women's Center? 23 A. Right. There's six -- were 1600 employees 24 so. 25 Q. Yeah, and you're over HR?

18 1 A. Right. 2 Q. Would it be safe to assume that unless 3 there's a problem that's coming your way, you really 4 don't know everybody by name? 5 A. That would be a safe assumption, yes. 6 Q. And that's understandable? 7 A. Uh-huh. 8 E-MAIL AND LETTER, CONSISTING OF TWO (2) 9 PAGES, MARKED FOR IDENTIFICATION AS PLAINTIFF'S 10 EXHIBIT NUMBER THREE(3). 11 Q. All right. Well, I'm going to give you this 12 then to ask about also, too, for some recollection 13 purposes. 14 A. Okay. Thank you. 15 Q. All right. Now, this is marked as 16 Plaintiff's 3 and it's two pages. 17 A. Okay. (Deponent reviews document) 18 Q. Now, the first page is an email-- 19 MS. CORN: Have you had a chance to look at 20 all of it yet? 21 A. No, uh-uh, no. (Deponent reviews document) 22 Okay. Okay. 23 Q. All right. The first page is an email and 24 the "from" line reads from Jane Smith and it's to Costa 25 Cockfield. I understand that you may not have any	20 1 A. Uh-huh. 2 Q. In your experience, would the Director often 3 -- or would the Director send the termination letters? 4 A. There could be those -- yes, that wouldn't be 5 outside of the, of the norm. That could happen. 6 Q. With respect to Angel Parsons, do you recall 7 seeing this letter from Jane Smith? 8 A. I may have seen it. I don't recall either 9 way. 10 Q. Do you recall whether or not Jane Smith came 11 to you and talked to you about terminating Angel 12 Parsons before she did it? 13 A. I think -- yeah, we had a conversation about 14 removing Angel from the payroll. 15 Q. And what did the conversation entail? What 16 did y'all talk about? 17 A. I can't remember the specifics. I, I think 18 it was the fact that she was in a PRN status and 19 whether or not she had -- you know, if she couldn't 20 meet the requirements, did we have to keep her on the 21 payroll, but I can't remember the specifics. That was 22 almost three years ago so. 23 Q. Yeah. Now, if Jane, if Jane had come to you 24 to talk to you about the PRN not fulfilling the 25 requirements,--
19 1 knowledge about this, but I wanted to ask you 2 specifically about number 6 that's listed on that email 3 and it says that, "Letter was sent out last week by HR 4 to terminate," and in the subject line is Angel 5 Parsons, so it's a letter sent out to terminate Angel 6 Parsons. Now, just customarily, would HR send out the 7 letters to terminate an employee? 8 A. The term "terminate" has varied, has varied 9 meanings and I, I can't speak to what this meaning is, 10 but we often would say terminate is in response to 11 removing someone from payroll, so not firing. 12 Q. Uh-huh. 13 A. So although some people use those two terms 14 interchangeably. We would sometimes send a letter to 15 an employee stating that they were no longer working 16 there for a variety of reasons. Maybe their leave was 17 expired or they weren't, you know, according to the 18 manager, fulfilling their obligations on work hours or 19 there had been a time period that they had not worked 20 that was outside of our policy, so we would sometimes 21 send those letters, yes. 22 Q. Okay. And then the second page. 23 A. Uh-huh. 24 Q. It appears to be a letter dated August 19th 25 and it's to Ms. Parsons, but it's signed by Jane Smith.	21 1 A. Uh-huh. Right. 2 Q. --would you have looked into that to verify 3 it before recommending termination? 4 A. No. Probably not. 5 Q. So would you agree that you, that you took 6 Jane at her word? 7 A. Yes. 8 Q. Okay. And, again, you just recommended 9 termination, you did not terminate Angel Parsons? 10 A. No. No. And I'm not sure that I would say I 11 recommended it. 12 Q. Oh, okay. 13 A. Okay. I advised her of what the policy said. 14 Q. Okay. And that policy that you advised her 15 on, was the policy about fulfilling the hour 16 requirements? 17 A. Right. The PRN status, right-- 18 Q. Yeah. 19 A. --and what that means. 20 Q. Okay. So then -- okay. 21 PERSONNEL ACTION FORM MARKED FOR 22 IDENTIFICATION AS PLAINTIFF'S EXHIBIT NUMBER 23 FOUR(4). 24 Q. And this one is 4. 25 A. Okay. (Deponent reviews document)

22 1 Q. Do you recall this type of document? 2 A. Yeah. 3 Q. Okay. And is the signature on the bottom of 4 Human Resources is that— 5 A. That's my signature, yes. 6 Q. That's you? 7 A. Yes. 8 Q. Okay. 9 A. I signed every document like this. 10 Q. And when signing or before signing this 11 document, would you review it to make sure everything 12 was compliant? 13 A. I, I reviewed each document. I'm not sure 14 what you mean by ensuring it was compliant. 15 Q. So in this document, she's PRN and the 16 termination code says "Resignation" as Roman Numeral 17 VI. 18 A. Yeah. 19 Q. The termination codes says "Resignation." 20 So, but then in Roman Numeral VII, it says "PRN 21 termination?" 22 A. Uh-huh. 23 Q. So from an HR standpoint, I was just 24 wondering would you look over it to make sure that the 25 document didn't, you know, have contradictions—	24 1 A. I guess in my mind I didn't see taking a PRN 2 employee off the payroll as being a termination, 3 because it happened all the time. 4 Q. Okay. 5 A. Okay. So we have PRN employees come and go 6 all the time. 7 Q. Uh-huh. 8 A. And so I wouldn't, I wouldn't see that as 9 problematic necessarily if it -- you know, if someone 10 wasn't meeting the requirements of the job, then, we 11 like to keep our computer system or payroll system 12 clean, you know, and have an accurate list of who was 13 employed and who would be working, so I wouldn't have 14 thought anything about it, no. 15 Q. About this? 16 A. No. 17 Q. Okay. And so then to the best of your 18 recollection, was it, was it, was it normal that a PRN 19 would not meet the hour -- the hours worked? 20 A. It was not unusual, yes. 21 Q. Right. Okay. 22 A. People's circumstances will change and maybe 23 they weren't available. They had -- a lot of times had 24 a second job and so forth. 25 Q. Okay. So then at the time of signing this
23 1 A. Right. 2 Q. --or wasn't against policy? And I may be 3 asking it wrong. 4 A. Yeah. I would review it. This form changed 5 many times over the years, and there used to be a slot 6 that said, "PRN no longer used" or something to that 7 effect and I don't see that on here anymore, so I'm not 8 sure that there would have been a different box to 9 check in her situation. 10 Q. Okay. And then do you recall whether or not 11 you would have been the person to X the termination 12 code? 13 A. It could have been me or someone in my office 14 if it was left blank. 15 Q. Okay. All right. And at any time when it 16 came to Ms. Angel Parsons, did you recall her resigning 17 from her employment in any way? 18 A. I don't recall, no. 19 Q. Okay. From an HR standpoint when this 20 document has "Resignation" checked, and then in the 21 comments section it says, "PRN termination," from an HR 22 standpoint, did you find this to be problematic in any 23 way? 24 A. No. 25 Q. Okay. And why not?	25 1 Personnel Action Form, you didn't see anything that 2 caused you to take a second look— 3 A. No. 4 Q. --just for lack of a better word? 5 A. I don't think so. I would have probably 6 researched it or questioned it if I had. 7 Q. Okay. So then at some point Ms. Parsons made 8 an attempt to grieve what she was calling her 9 termination. When do you recall being brought in or 10 made aware about that? 11 A. Yeah. You know, I'm not sure, because all 12 this happened right before I left. 13 Q. Okay. 14 A. So, I mean, I -- my last day was September 15 the 9th. 16 Q. Oh, okay. 17 A. Okay. So this was less than a month before I 18 left. 19 Q. Okay. 20 A. And so I'm not really sure when I -- I have a 21 slight recollection of a grievance, but I'm not even 22 sure if I was still there or if I was -- I don't know. 23 Q. Uh-huh. 24 A. I don't remember. 25 Q. Okay. And so then you probably -- do you

26 1 remember participating at all; in other words, being 2 interviewed by anyone? 3 A. No, I don't. I could have been, but I don't 4 remember. 5 Q. Okay. 6 A. I certainly wouldn't have been through an 7 entire grievance process because I wasn't there long 8 enough, because that typically would take a couple of 9 months to get through the whole process. 10 Q. Okay. The grievance process would usually? 11 A. Itself. Yeah, it would usually takes several 12 — you know, it would take several weeks to get through 13 just the time line of the grievance policy. 14 Q. What's the time line of the grievance policy 15 as you recall it? 16 A. There was a set time that the employee had to 17 submit the grievance, and then there was a time period 18 that each level of the grievance would have to respond 19 back to her. 20 Q. Uh-huh. 21 A. And so that, you know, I can't recall because 22 the policy changed a couple of times over the years. I 23 don't remember the specifics about it at that time, but 24 she would have had maybe seven days or a certain amount 25 of time, and then the first level of the grievance	28 1 Maybe we can read it back. 2 MS. CLARK: I'll remember in a second. 3 Q. Oh, the hierarchy. 4 A. The hierarchy, yeah. 5 Q. That's it. 6 A. That would go through the levels of 7 management within that employee's department. 8 Q. Okay. 9 A. So, typically, the Director, then the 10 Administrator officer, and then I think the CEO. 11 Q. Okay. 12 A. And then it would — it could leave the 13 actual organization and go into our corporate purview. 14 Q. So HR, would they be consulted if needed? 15 A. On an advisory basis perhaps. 16 Q. Okay. Okay. And so to the best of your 17 recollection, Ms. Dickerson, did you recommend 18 termination of Ms. Angel Parsons? 19 A. No. 20 Q. And, then, did you take the action to 21 terminate Angel Parsons? 22 A. No. 23 Q. Okay. And, then, were you involved in any 24 investigation of Jane Smith? 25 A. I'm sure I was.
27 1 would have, you know, five business days or something 2 to that effect to respond, so that takes several weeks 3 to get through the process. 4 Q. And throughout that process, do you recall 5 there being a point in time of interviewing other 6 employees? 7 A. I don't recall that, no. 8 Q. Okay. So you don't, you don't really know 9 what the investigative process would entail? 10 A. No, for the grievance I wouldn't know. 11 Q. Within a grievance? 12 A. No. And I would not have been the 13 investigator in a grievance process, because that goes 14 through the chain-of-command, and I would not have been 15 a part of the chain-of-command. 16 Q. Okay. And who — what would that then be? 17 A. It would be the — typically, depending on 18 the actual grievance. 19 (COURT REPORTER'S NOTE: Interruption by 20 knock on door.) 21 (OFF-THE-RECORD BRIEFLY) 22 MS. CORN: Where were we? 23 A. Yeah, that's a good question. I can't 24 remember. 25 MS. CORN: Can you read it back or recall it?	29 1 Q. Okay. 2 A. Yeah. I don't — I just don't really recall 3 the details or — but I'm sure that I was involved at 4 some — in some level. 5 Q. Okay. But you don't remember your specific 6 involvement today? 7 A. I really don't. 8 Q. Okay. And, then, one other question for you, 9 Ms. Dickerson. 10 A. Uh-huh. 11 Q. Ms. Angel Parsons, do you remember her making 12 a phone call to you about her termination? 13 A. I don't recall. 14 Q. Okay. And— 15 A. I mean, it's possible, but I don't remember. 16 Q. Okay. And, then, do you recall maybe a 17 conversation with Ms. Jane Smith where she told — 18 where Jane told you that she had a nurse that wasn't 19 working her hours, but then, you know, she'd never gave 20 you any names or anything? Maybe do you recall Jane 21 calling you and giving you a scenario? 22 A. I don't recall that specific of a 23 conversation, no. 24 Q. Okay. All right. I don't have any questions 25 for you, so answer any—

30 1 A. Okay. 2 MS. CORN: I probably do. 3 CROSS EXAMINATION BY MS. CORN: 4 Q. Let's see, maybe I'll just work backwards 5 here. The last document that Ms. Clark showed you here 6 is the Personnel Action Form. 7 A. Uh-huh. 8 Q. And I think we were talking about what box to 9 check and so on and so forth. 10 A. Uh-huh. 11 Q. Would you agree that there is not really an 12 appropriate box to check for a PRN termination? 13 A. I would, right. I would agree that there is 14 -- there is not one on there. 15 Q. Okay. 'Cause if a PRN is not working their 16 hours, it's not that they are unsatisfactory or 17 anything like that necessarily? 18 A. Right. 19 Q. So there's not a good box to check? 20 A. Right. 21 Q. Okay. Let's see, when any director would 22 come to you with I have an employee who's not working 23 their hours or who is not meeting the requirements of 24 their position, would you take the word of any director 25 who came to you to tell you that?	32 1 unusual for the hospital-- 2 A. Yes. 3 Q. --to make that promise? 4 A. Yes. Yeah, that would be -- because we could 5 not always guarantee hours, so we would never have made 6 that kind of a commitment to someone. 7 Q. Okay. And you said PRNs are removed from the 8 payroll all the time because of failure to make hours? 9 A. Yes. We would actually monitor that and, you 10 know, if they had been off for a certain amount of time 11 and not working, we would, we would monitor their 12 hours. 13 Q. Okay. And why would you do that? 14 A. Just to keep our payroll system clean so that 15 we would know who was employed and who wasn't. After a 16 certain time period, there is compliance requirements 17 such as mandatory education and so forth, and so if 18 someone wasn't working anymore, we wouldn't want to 19 have -- you know, and they may not be able to get their 20 mandatory training or be able to come in for that, so 21 we just kind of monitor that on a regular basis. 22 Q. Okay. So you would be responsible for like 23 maintaining competencies on people who didn't work? 24 A. Yes. Yes, thank you. 25 Q. Got you. Let's see, was there ever a
31 1 A. Yes. 2 Q. Okay. Unless you had some reason to not? 3 A. Right. Right. 4 Q. Okay. Let's see, I think you did a fairly 5 good job explaining PRN status earlier. You said that 6 a PRN was subject -- giving them hours was subject to 7 the availability and the needs of the department? 8 A. Right. 9 Q. And were the -- was the availability and the 10 needs of the department determined by the Director for 11 that department? 12 A. Yes. Yes. 13 Q. Okay. And if Ms. Parsons was a PRN nurse, 14 that meant that she would only be called as-needed by 15 the department? 16 A. Yes, that's the definition of PRN is as- 17 needed. 18 Q. Okay. And there would not be a guarantee as 19 to making your hours? 20 A. No guaranteed hours, no. 21 Q. Okay. Do you know whether there was ever a 22 promise by the hospital or by someone at the hospital 23 to Ms. Parsons that she would make her hours? 24 A. I'm not aware of anything. 25 Q. Okay. And would that have been extremely	33 1 contract of employment between the hospital and Ms. 2 Parsons that you're aware of? 3 A. I'm not aware of any contract, no. 4 Q. Okay. Would it have been usual for Ms. 5 Parsons to be an employee at-will? 6 A. Yes. 7 Q. Okay. Was that kind of the standard for PRN 8 nurses and all nurses? 9 A. That's the standard -- was the standard for 10 all employees. 11 Q. All employees? 12 A. Yes. 13 Q. Okay. So when you were with the hospital, 14 all employees were at-will? 15 A. Yes. 16 Q. And that was -- they were informed of this 17 at-will status when they were hired? 18 A. Yes, that was part of their -- part of the 19 orientation process and it was in the employee 20 handbook. 21 Q. Okay. And what did -- what does that mean? 22 A. That means that there is no guarantee of 23 employment. That they could end their employment at 24 anytime and we could end their employment at anytime. 25 Q. Okay. So either the hospital or the employee

34 1 could? 2 A. Could end employment at anytime. 3 Q. Whenever they wanted to? 4 A. Yes. 5 Q. Okay. And the hospital could end someone's 6 employment for no particular reason? 7 A. For no reason, yes. 8 Q. Okay. You never had anything to do with the 9 scheduling of nurses in different departments, did you? 10 A. No. 11 Q. Okay. Okay, that's all I've got. 12 A. Okay. 13 REDIRECT EXAMINATION BY MS. CLARK: 14 Q. I just have two other questions for you. Was 15 there any policy for RNs who wanted to leave to give 16 any kind of advance notice? 17 A. Any employee that left was asked to give 18 notice of leaving, yes. 19 Q. Okay. And the Director for The Women's 20 Center, let's just take it there, the Director for The 21 Women's Center, did the Director have the ability to 22 keep employees off of the schedule completely? 23 A. The Director would have been responsible for 24 scheduling employees. 25 Q. Uh-huh. So if a Director did not give an	36 1 A. I don't remember. 2 Q. Okay. And in terms of this ability -- or, 3 excuse me, PRNs fulfilling the hour requirements, if a 4 PRN is scheduled but then called off for low census, do 5 you still deem them or view them as not meeting the 6 hour requirements? 7 A. The hour requirements were from the 8 department and not from my department. 9 Q. Not a hospital-wide policy? 10 A. It wasn't a hospital-wide policy. Other than 11 if an employee had not worked, I think it was maybe six 12 months then. 13 Q. Right, for leave purposes? 14 A. Right. Then we -- you know, we would look at 15 it then and it was a -- you know, it was a hospital- 16 wide policy. But as far as our requirements, that was 17 by department. 18 Q. So as far as the requirements for PRN-- 19 A. Right. 20 Q. --for The Women's Center-- 21 A. Right. 22 Q. --that was a Women's Center policy? 23 A. Right. Well, it could have been nursing. 24 I'm not sure. 25 Q. Oh, okay.
35 1 employee any work hours, would that have been within 2 the Director's discretion to do that? 3 A. Yes. 4 Q. And if an employee tried to grieve that or 5 complain about that, would that have been considered an 6 adverse employment action? 7 A. There was no guarantee of hours, so I think 8 my answer to that is no, it would not have been 9 considered especially for a PRN employee. 10 Q. Okay. And if the PRN employee is terminated 11 for an inability to fulfill PRN requirements, so 12 they're terminated for an inability to fulfill the 13 requirements, but the Director is not putting them on 14 the schedule would you agree with that termination? 15 A. I -- I'm not really sure that I can answer 16 that, because I feel like that's a pretty black and 17 white, and I'm not sure that the situation was black 18 and white, because it has to do with the person's 19 availability and the availability or the needs of the 20 department, so I don't know that I would agree or 21 disagree with it. It would -- I would have to have 22 more information. 23 Q. Okay. And so when Angel Parsons called about 24 that, being terminated, at any point did you kind of 25 look into it to get more information about it?	37 1 A. But it was not a hospital specific policy. 2 Q. Okay. So then you wouldn't have any 3 knowledge as to whether or not the person would still 4 be penalized for being called off for low census? 5 A. No, I would not. 6 Q. Okay. All right. Nothing further. 7 A. Thank you. 8 MS. CORN: Okay. Nothing else for me either. 9 MS. DICKERSON: All right. 10 (DEPOSITION CONCLUDED AT 5:52 P.M.) 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25

1 STATE OF SOUTH CAROLINA)
2 COUNTY OF DARLINGTON) CERTIFICATE
3 I, Laura W. Little, Verbatim Reporter and Notary
4 Public in and for the State of South Carolina, certify
5 that I did have Tammy Dickerson appear before me at
6 5:13 p.m. on the 23rd day of April 2014 at Carolinas
7 Hospital System, Administrative Conference Room, 1594
8 Freedom Boulevard, Florence, South Carolina; that the
9 witness was duly sworn and cautioned to tell the truth,
10 the whole truth, and nothing but the truth; that the
11 foregoing pages constitute a true and accurate
12 transcript of her testimony given at that time and
13 place.
14 I certify that I am not of counsel or kin to any
15 of the parties, nor am I interested in any manner in
16 its outcome.
17 IN WITNESS WHEREOF I have hereunto set my hand and
18 seal this the 16th day of May, 2014.
19 _____
20 Laura W. Little, Verbatim Reporter
21 Notary Public, State of South Carolina
22 My Commission Expires September 21, 2015
23
24
25

Exhibit C

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF FLORENCE) TWELFTH JUDICIAL CIRCUIT
C/A NO: 2012-CP-21-3016

Angela Parsons,

Plaintiff,

-vs-

Jane Smith and QHG of South Carolina)
d/b/a Carolinas Hospital System,)
and Carolinas Hospital System,)
Defendants.)

DEPOSITION OF:

DONNA SULLIVAN

Deposition of DONNA SULLIVAN taken before
Laura W. Little, Verbatim Reporter and Notary Public in
and for the State of South Carolina, at Carolinas Hospital
Administrative Conference Room, 1594 Freedom Boulevard,
Florence, South Carolina, commencing at 1:05 p.m. on the
6th day of December, 2013.

Laura W. Little
Laura Little Reporting Service
Post Office Box 710
Darlington, South Carolina 29540
843-393-6466

2 1 APPEARANCES OF COUNSEL: Attorney for Plaintiff: 2 Pheobe A. Clark, Esquire Wukela Law Firm 3 Post Office Box 13057 Florence, South Carolina 29504 4 5 Attorney for Defendants: Elizabeth Corn, Esquire 6 Hall Booth Smith, PC 40 Calhoun Street, Suite 550 7 Charleston, South Carolina 29401 8 In Attendance: 9 Angela Parsons 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25	4 1 STIPULATIONS 2 Prior to the giving of any testimony by the 3 witness, it was expressly stipulated and agreed between 4 the parties to this action, through their respective 5 counsel, that: 6 By Notice and/or Consent, said deposition is being 7 taken in accordance with Rule 30 of the South Carolina 8 Rules of Civil Procedure, which shall control the 9 taking of said deposition and its use thereof; 10 Said deposition shall be taken for the purpose of 11 discovery and/or for use as evidence in the above 12 entitled action, or for both purposes; 13 That all objections would be reserved until the 14 time of the trial except as to the form of the 15 question; 16 Reading and signing of the transcript of testimony 17 by the witness was waived. 18 19 20 21 22 23 24 25
3 1 INDEX ===== 2 PAGE-LINE Direct Examination by Ms. Clark 5-4 3 4 5 6 7 8 9 EXHIBITS ===== 10 NUMBER DESCRIPTION PAGE-LINE (No Exhibits Introduced) 11 12 13 14 15 Court Reporter's Note: —Indicates Incomplete Phrases or Sentences; —Indicates Interruption. 16 17 18 19 20 21 22 23 24 25	5 1 DONNA SULLIVAN, 2 after being first duly affirmed to tell the truth, was 3 deposed and testified as follows: 4 DIRECT EXAMINATION BY MS. CLARK: 5 Q. Ms. Sullivan, we just met. I am Pheobe 6 Clark, and I am the attorney that's going to be 7 representing Ms. Angel Parsons in this case. Have you 8 participated in a deposition before? 9 A. I have. 10 Q. All right. Good. I've lucked up on having 11 two people so far who have worked and done depositions 12 already. Then, you know the process and if I am 13 unclear in any way, just let me know, and I'll rephrase 14 my question. 15 A. Okay. 16 Q. Okay. All right. So currently, Ms. 17 Sullivan, what is your job title? 18 A. I'm the Chief Quality Officer and Compliance 19 and Privacy Officer. 20 Q. Okay. How long have you been doing that? 21 A. I've been doing the Chief Quality Officer 22 since 2009. 23 Q. Okay. 24 A. And the Privacy Officer and the Compliance 25 Officer since June of 2013.

6 1 Q. Okay. And what position did you hold just 2 before getting these positions? 3 A. Before I became the Chief Quality Officer, I 4 was the Director of Women's Services at Carolinas. 5 Q. Okay. And so, I guess, we'll take it in 6 parts. The Chief Quality Officer, what are your -- I 7 guess just a summary of what your job duties are? 8 A. I am responsible for the Infection Control 9 Department, the medical staff credentialing, Peer 10 Review, the Quality Department, the Core Measures, Risk 11 Management and I think that's everything. 12 Q. So within Peer Review, is there a form or a 13 process that you go through for that to conduct your 14 Peer Reviews? 15 A. Well, I don't actually do the Peer Review. 16 I'm over the people who do the Peer Review. That's 17 through our Medical Staff office. 18 Q. Okay. All right. And what types of things 19 are covered in that Peer Review meaning is it more of 20 work skill in terms of qualifications and trainings or 21 is it more of a Peer Review in leadership and 22 organization and attendance? What, what kind of Peer 23 Review is it? 24 A. It's a physician Peer Review. We have a 25 committee that does Peer Reviews and it's based on	8 1 A. I think, I'm not quite sure, but I'm almost 2 positive, it was May of 1995 until June of 2009. 3 Q. And what were your job duties when you had 4 that title? 5 A. It varied. When I first became the Director 6 of Women's Services, I mean, when I first became a 7 manager at The Women's Center, I was the manager of the 8 Labor and Delivery Unit, and then we had a different 9 manager who was over the Newborn Nursery area and the 10 Neonatal Intensive Care Unit, and then that person 11 resigned, and then I became over those areas, as well, 12 so, basically, I was over the nursery, the O.R. and the 13 Labor and Delivery Unit, at different times, but the 14 majority of the time that's what I was over. 15 Q. Okay. All right. And I see you are a, you 16 are a nurse? 17 A. Yes, ma'am. 18 Q. All right. And so you are familiar with 19 PRN-- 20 A. Yes. 21 Q. --status? 22 A. Yes. 23 Q. And what is your understanding of PRN? 24 A. PRN status means that the employee is an 25 employee that works as needed.
7 1 outcomes and it can be leadership and it can be 2 disciplinary. It could be a variety of things. 3 Q. Okay. 4 A. Some things refer to them from the MEC and 5 some things come through review based on outcomes and 6 measures that we have and the different criteria we 7 have for how we pull those things out. 8 Q. Okay. Are you directly involved in any 9 nursing aspects of review in terms of quality, quality 10 and compliance? 11 A. Yes. 12 Q. Okay. Do you have any involvement within 13 personnel matters? 14 A. No. 15 Q. Okay. And then, therefore, are you involved 16 at all in terminations? 17 A. No. 18 Q. Okay. And what about in grievances or 19 complaints? 20 A. No. 21 Q. Okay. Now, how long were you the Director of 22 Women's -- is it Women's Services? 23 A. Yes. 24 Q. Okay. How long were you the Director of 25 Women's Services?	9 1 Q. Okay. Have you ever worked in that capacity 2 as PRN? 3 A. No. When I started at The Women's Center, I 4 worked as a full time R.N. before I became the 5 Director. 6 Q. Okay. 7 A. So I've always only worked full time. 8 Q. Okay. In your Director capacity, have you 9 had the responsibility of scheduling your department? 10 A. At different times, I did the scheduling and 11 at other times, I had other people to do the schedule 12 depending on -- sometimes during the years that I was 13 at The Women's Center, I had clinical coordinators, and 14 sometimes I had nurse managers. It just depended on at 15 different times the things as how we had the structure 16 set up. So occasionally, I would do the schedules but 17 most of the time, I had that designated with someone 18 else would do the schedule. 19 Q. And those titles would have been the clinical 20 coordinator or the nurse manager that would have-- 21 A. That's correct. 22 Q. Okay. Now, was -- in scheduling were, were 23 you ever -- and I'm asking you as your -- in your 24 capacity as the former Director. Within the 25 scheduling, would you have any kind of tools in place

10 1 to make sure that your PRN people were being rotated or 2 given a chance to work? 3 A. Well, I did the schedule different ways 4 throughout the years that I was there. 5 Q. Uh-huh. 6 A. Sometimes we would do self scheduling where 7 the employees will schedule -- we would put a schedule 8 out, and then have the employees to sign up for 9 different shifts and have them do it that way. Other 10 times, you know, we would take their requests as far as 11 holidays, and then try to fit them in on those other 12 days. Other times, we would have people that would 13 only want to work weekends, and then -- or only want to 14 work nights, and so it was kind of like an art form to 15 try to get it to where it made sense and worked out the 16 best way, you know, that we could get it to work out. 17 I was always of the opinion that if you had your staff, 18 that they were happy and that you gave them a good 19 schedule and that you worked with them, that you know 20 that it would work out for the unit, and so that was my 21 philosophy while I was there and that's what I tried to 22 accomplish. 23 Q. Okay. And, I mean, I understand that you 24 never worked PRN and if you don't know, let me know, 25 but for your PRN subordinates, in your opinion, did	12 1 A. I'm sure I may have been at some point, but 2 at this point, I haven't reviewed anything. 3 Q. I'm going to show you what has previously 4 been marked as Plaintiff's 1-- 5 A. Okay. 6 Q. --just for recollection to see if even if 7 that jars your memory as far as the number of expected 8 hours? 9 A. I mean, I don't dispute that this is hospital 10 policy and its PRN policy. 11 Q. Okay. Okay. Based on your recollection, was 12 it hard for you to have the PRN employee work 12 -- 13 just the 12 hours in a four-week period, is that a 14 difficult thing? 15 A. To have someone to work 12 hours in a one- 16 week period, is it hard? 17 Q. In a, in a four-week period? 18 A. In a four-week period? As far as being hard, 19 the hardness would be in the fact that if you had 20 somebody that was just working 12 hours in a four-week 21 period, it's hard to maintain, if they're not working 22 somewhere else, their competency because of the fact, 23 you know, that they need to be, you know, working at 24 least an amount of time to stay competent. Other 25 times, you know, there may be a need that you only
11 1 they get an average number of hours weekly? 2 A. I, I don't know. I would have to go back and 3 pull those schedules. I really can't say that. 4 Q. Okay. 5 A. I can say over the years that some people 6 worked more and some worked less with the PRN. Many 7 times it depended on sometimes during the summertime at 8 different times would have nurses that were PRN nurses 9 that, you know, they would be off during the 10 summertime, and so they would work more, and then other 11 people would have other jobs and, you know, they work 12 different shifts there and they would -- you know, if I 13 had openings, then I would plug them in during those 14 times, so it was never a set type thing that I said 15 this is what they would always work. It was depending 16 on what was happening with the unit, what the census 17 was of the unit, the skill set and what our volumes and 18 everything, so it was always a fluid document. 19 Q. So there was a lot of factors that affected 20 your PRN? 21 A. Numerous. 22 Q. Yeah. Are you aware of the PRN policy that 23 says that there is a minimum number of hours that one 24 is supposed to work in a four-week schedule? Are you 25 familiar with that policy at all?	13 1 needed somebody for 12 hours. You know, if you had 2 somebody else that wanted to work one weekend on a 3 Saturday and somebody else wanted to work the 12, you 4 know, if you had it and they could do it, you know, I 5 don't see it would be hard, a hardship other than 6 trying to maintain they were competent to do it. 7 Q. And my question really was more of as far as 8 the scheduler, would it be hard to give some -- give a 9 PRN employee 12 hours over a four-week period? Would 10 it be hard to fit it in? 11 A. I wouldn't necessarily say it'd be hard. I 12 think it would be more difficult with more people that 13 you would have to have to schedule. I would say it 14 would be that -- it would be harder from that 15 standpoint. 16 Q. Okay. 17 A. But as far as if that was the need of the 18 unit and that's what that person can do and you needed 19 it, no, it wouldn't be hard. 20 Q. Okay. Now, are you considered part of Human 21 Resources in your current job title? 22 A. No, I'm not. 23 Q. No, so that's -- you don't have to give me 24 the whole organizational chart, but just help me 25 understand where the compliance and quality, where that

14 1 falls within an organizational chart? 2 A. In compliance I report directly to the Chief 3 Executive Officer. 4 Q. Okay. 5 A. And so I'm a -- I'm one of the Administrative 6 Team Members and I report directly to him. 7 Q. Okay. All right. 8 A. And the HR person reports, I think that she 9 reports now to the Chief Operating Officer. I don't 10 know that she reports to this Chief Executive Officer 11 or not, but that's a completely separate department 12 than my department. 13 Q. And now over your tenure at Carolinas, have 14 you ever become familiar with any policies regarding 15 family members working together? 16 A. Yes. 17 Q. What's the policy as you know it? 18 A. I would have to refer to the policy but my 19 recollection is it's something that was -- that we 20 would try to not to do if possible, but, you know, I 21 know that there has been exceptions at times that 22 employees have worked in the same department. The main 23 thing that you want to consider is that employee 24 supervising the other employee, and you want to make 25 sure that you try to avoid that.	16 1 Q. Okay. 2 A. This is a Change of Status Form. 3 Q. Okay. All right. Okay. And so have you had 4 to complete those like Plaintiff's 5? 5 A. Yes. 6 Q. Okay. And so now when you have to complete 7 that form, what steps would you take, let's say, before 8 even completing the form, who would you speak with? 9 A. Well, it depends on what you are doing with 10 the form. There is different things on here. Some of 11 them is a change in salary, some of them is a change in 12 status as far as the hours they work, some of them is 13 new hire, some of its termination, so it depends on 14 what you are using the form for as to what your course 15 of action will be to complete the form. 16 Q. Okay. so if you were change -- if it was a 17 change in status, would you have to speak to someone in 18 HR before you completed the change in status? 19 A. I typically would speak to someone in HR 20 because if it's a change in status as far as a new 21 hire, then that standpoint was that you would have to 22 at times get permission to do that or you would have to 23 have something that was, something that was approved 24 from that standpoint. 25 Q. Okay. So for a new hire -- and so as
15 1 Q. Okay. In terms of -- well, first of all, are 2 you familiar with Personnel Action Forms, do you know 3 what those are? 4 A. Yes. 5 Q. Okay. And because you previously worked as a 6 Director, have you had to on occasion complete 7 Personnel Action Forms? 8 A. Yes. 9 Q. Okay. And when you, when you came to the 10 need, and you don't have to give me names or any 11 situations, but when you would come to a need of 12 completing a Personnel Action Form, what was your 13 process? What would you do if you had to complete that 14 form for, for separations? 15 A. Are you talking about a form, a Personnel 16 Action Form that has to do with the fact in a change of 17 salary or are you talking about a Disciplinary Action 18 Form? 19 Q. I'm going to show you one. 20 A. Okay. 21 Q. And you tell me if that's familiar to you. 22 I'm going to show you what's marked as Plaintiff's 23 Exhibit 5, so I think that's one that regards 24 employment? 25 A. Yes.	17 1 Director, you did have the power or authority to hire? 2 A. I was the Hiring Employment Manager. 3 Q. Uh-huh. 4 A. But you would -- throughout the course of my 5 times as a Director, I had different authority during 6 that time. Sometimes we were able to hire based on 7 approval and then other times we had to hire based on 8 productivity, so it depends on at what point during 9 that tenure that I was Director as to what kind of 10 approval I had to get. 11 Q. Okay. Okay. But, ultimately, there would 12 need to be some HR involvement? 13 A. HR involvement, as well as supervisory 14 involvement. 15 Q. Okay. 16 A. At that point, I didn't report to the CEO. I 17 reported to the Chief Nursing Officer. 18 Q. Okay. And so that was about hiring. Now, 19 what if you had to terminate somebody, who would you 20 speak to first before taking that action? 21 A. I would talk to the Human Resources Director, 22 as well as my supervisor. 23 Q. Now, was that a requirement or was that just 24 something you customarily did? 25 A. Well, when you're terminating someone, you

18 1 want to make sure that you've done your due diligence 2 as far as a full investigation, that you want to make 3 sure you are fair to an employee, as well as you want 4 to make sure that you followed the hospital's policies 5 and procedures, and I just always felt that it was best 6 to make sure that you were doing the appropriate 7 actions when you were doing those things and so I would 8 gain support from the department and Human Resources 9 and that I was following the policies appropriately, as 10 well as talking with my manager to make sure if there 11 was something I was missing, that she would help to 12 look at what I was doing to make sure I did it 13 appropriately. 14 Q. Have you ever had an occasion to need to 15 terminate someone because they weren't working the 16 required PRN hours? 17 A. To be quite honest with you, I, I, I couldn't 18 remember if I did or not. 19 Q. Okay. 20 A. That was a long time ago and a lot of years. 21 Q. I understand. 22 A. I would say that I probably had, but I could 23 not tell you who if I, if I did, but I would -- and 24 more than likely, I did. 25 Q. Okay. Now, based on your experience as a	20 1 have the newborn nursery cross train to the neonatal 2 nursery. I just didn't feel like that, unless they had 3 prior experience, that that was something that would be 4 from a safe standpoint and then I at different times 5 would have the newborn nursery and some of the neonatal 6 nurses to cross train to the postpartum. I never cross 7 trained them to Labor and Delivery because of the skill 8 set that you would need for that area. 9 Q. Would you -- or excuse me -- do you find it 10 acceptable -- I guess, this may be from a compliance 11 standpoint. Do you find it acceptable for a nurse to 12 work in a postpartum department without having been 13 trained in that department yet? 14 A. Well, it depends on what their experience 15 was. If they were someone who was a seasoned nurse and 16 they had experience working on the Med Surg floor and 17 other areas, you know, from a standpoint that if it was 18 a crisis situation and that they could do things that 19 not necessarily with the nursing care, but if they 20 could assist with patient care technician duties and 21 things like that, then I would not see that that would 22 be something that was, you know, that would be adverse 23 to the patient care but, typically, you would try to 24 make sure that you follow the policies of the hospital 25 and that you appropriately train people before you put
19 1 Director, do you believe it to be typical to terminate 2 someone for falling below PRN hours without kind of 3 looking into why they weren't making the required 4 hours? 5 A. Well, I can just tell you from my experience, 6 you know, if I was looking at to terminate someone, I 7 would try to figure out why I was terminating them, you 8 know, to talk with them and figure, you know, what's 9 the issue. If it was a good employee and someone that, 10 you know, I wanted to maintain, then, you know, I would 11 try to work with him and see, you know, what can we do 12 to, you know, keep you on if you were well qualified 13 and you followed the policies of the hospital, policies 14 and procedures, and you took good care of the patients, 15 then I would -- who wouldn't want to maintain that 16 employee. So yes, I would try to communicate with them 17 and figure out what we could do to try to work it out. 18 Q. Did you ever have policies regarding cross 19 training or having PRN employees cross train? 20 A. I did. 21 Q. And what, and what was your policy for that? 22 A. During my time, I would -- depending on the 23 skill set of the employees, most of the times in the 24 nursery, I would have the neonatal nurses cross train 25 to newborn nursery, but I did not feel appropriate to	21 1 them in the area that they worked at. 2 Q. And what about, and I'm giving you a scenario 3 here. What about a scenario of a nurse has experience 4 working with adults-- 5 A. Uh-huh. 6 Q. --do you think that that necessarily means - 7 - indicates that she may be a good fit to work in 8 postpartum? 9 A. If you've got Med Surg care from a, from a 10 standpoint of nursing care for a postpartum patient, I 11 think that you would be well suited to take that as a 12 springboard to learn postpartum. There are a lot of 13 things that are about postpartum that are just basic 14 nursing care. The main parts that you would need would 15 be the part about the postpartum and assessing the 16 patient for bleeding, patient teaching, those kinds of 17 things that, you know, the things that they need to be 18 aware of is something that I think would be a good 19 springboard, and I think it would be easily able to 20 train someone to do the postpartum part. 21 Q. And you have to forgive my ignorance, but I'm 22 -- medical, medical -- the medical profession is not 23 for me, but working with adults, does that 24 automatically mean that you work with, I think you said 25 Med -- Med Surg?

22 1 A. That's correct. 2 Q. Does, does working with – working with 3 adults means you kind of already have experience in Med 4 Surg? 5 A. Well, we consider a postpartum patient an 6 adult as well as a Med Surg patient. I mean, you know, 7 anything other than that would be a pediatric patient, 8 so it's still working with adults. It's just the kinds 9 of care that you give to the patients and the things 10 that you're assessing the patient for. 11 Q. Okay. So just because a nurse works with 12 adults in oncology, it doesn't mean that she's a good 13 fit – it doesn't automatically mean that she might be 14 a good fit for postpartum? 15 A. I'm not saying it doesn't automatically mean 16 that you won't be a good fit. I'm just saying there is 17 additional things from assessment standpoint— 18 Q. Yeah. 19 A. —that you would need to train them on. 20 Q. Okay. Okay. Going back to your, your time 21 as a Director, okay, so you've had the need to do this 22 personnel form. Let's say you've had the need to do 23 that form for, for separation. Now, you would sign the 24 form as the Director, I suppose? 25 A. That's correct.	24 1 as far as their employee benefits and what they need to 2 do as far as their COBRA and things like that. 3 Q. Uh-huh. 4 A. And so I don't know that the content of those 5 letters are, but I do know that they are the ones who 6 send those out to the employees. 7 Q. Okay. All right. And even in your position 8 as Chief Quality Officer, do you still sometimes go 9 over your termination decisions with Human Resources? 10 A. Absolutely. 11 Q. Uh-huh. Okay. Now, are you familiar with 12 the former employee, Jane Smith? 13 A. I am. 14 Q. Okay. And have you had an occasion to work 15 with Ms. Jane Smith? 16 A. Yes. She worked at The Women's Center for 17 some time when I was the Director there. 18 Q. Okay. And were you still the Director when 19 Jane Smith left The Women's Center? 20 A. No. 21 Q. Okay. So, let's see, I think you – so you 22 were the Director you said between '95 and '09? 23 A. That's correct. 24 Q. Okay. And so during that time, sometime 25 within there, Jane was working under you?
23 1 Q. But then would you type up and send out a 2 termination letter? 3 A. No. 4 Q. Okay. Is that – has that ever been typical 5 during your tenure to type out your own termination 6 letter? 7 A. No. A termination letter would – I'm not 8 aware that we always did termination letters actually 9 here at the hospital. I think during the times we've 10 been owned by different companies they've had different 11 HR policies, and so I don't know that a termination 12 letter was always sent out to employees, but I know 13 that if it did go out that it would come from the Human 14 Resources Department. 15 Q. Okay. And in your current position as the 16 Chief Officer, have you had the occasion to have to 17 terminate people as the Chief Quality Officer? 18 A. I have. 19 Q. Uh-huh. And have you sent letters of 20 termination as the Chief Quality Officer? 21 A. I have not. 22 Q. Okay. Do you still believe that that's a HR 23 function? 24 A. I know that they send the letters to them, 25 because they have things that they talk to them about	25 1 A. Yes. Prior to '09, that's correct. 2 Q. Okay. Prior to '09. Okay. And then so you 3 left before Ms. Smith left? 4 A. Yes. 5 Q. Okay. 6 A. I left in 2009, and then after I left, Tanya 7 Manos became the Director. 8 Q. What's that name now? 9 A. Tanya, T-A-N-Y-A, Manos, M-A-N-O-S. 10 Q. Okay. And then – okay. So she became the 11 Director? 12 A. Yes, and then after she left, Ms. Smith 13 became the Director. 14 Q. And so who hired Ms. – well, first of all, 15 do you know who hired Ms. Manos? 16 A. She would have reported to the same person I 17 was reporting at that time, Ms. Costa Cockfield. 18 Q. Okay. And then – so then when there was a 19 vacancy in the Director position after Ms. Manos, did 20 you play any part in the appointment of Jane Smith as 21 Interim Director? 22 A. I did not. 23 Q. Okay. Did you recommend her to— 24 A. I didn't. I had no, no dealings with that 25 department at all.

26 1 Q. Okay. And then fast-forwarding, were you 2 involved at all in the separation of Jane Smith from 3 the company? 4 A. I was not. 5 Q. Now, describe to the best of your 6 recollection, what – just in general terms, what, what 7 was Jane Smith like as an employee when you were the 8 Director around 2009? 9 A. Can you be more specific? 10 Q. Did you, did you have her in supervisory 11 roles? 12 A. In 2009? 13 Q. Well, or, you know, anytime that she was 14 working while you were the Director, so that could have 15 been anytime between '95 and '09? Do you recall ever 16 having her in any kind of supervisory or management 17 roles? 18 A. She would be charge nurse at the time, at 19 different times throughout her employment. 20 Q. Uh-huh. 21 A. And then I don't know that you would call it 22 a supervisory role but at one point, she was 23 functioning as a lactation nurse. 24 Q. Okay. And, excuse me again, but what, what 25 does that mean? What did that mean, her being the	28 1 in hiring Jane Smith to just come and work in The 2 Women's Center? 3 A. I'm trying to remember what year she came. I 4 don't recall what year she came. There may have been a 5 Labor and Delivery nurse manager, and I was the 6 Director, who actually hired her or I may have hired 7 her. I don't, I don't recall. 8 Q. Okay. But, you know, regardless of when she 9 came to the best of your recollection, when Jane Smith 10 came to The Women's Center, that was your first time 11 being in a work capacity with her? 12 A. Yes. 13 Q. So you all were never coworkers maybe when it 14 was Bruce or something like that? 15 A. No, ma'am. 16 Q. Okay. 17 A. When I came, I started at The Women's Center. 18 Q. Okay. Okay. 19 A. And that's the only place I've ever worked at 20 the hospital. Prior to that time, I moved here from 21 Georgia. 22 Q. Oh, okay. All right. And so then during 23 your time as Director, do you, do you have any memory 24 of an incident involving Jane Smith and Sharon, the 25 family of Sharon Wise?
27 1 lactation nurse, did she get to maybe give orders for 2 certain things? 3 A. She didn't necessarily give orders, but we – 4 one of the things that we have for our breastfeeding 5 patients, lots of times they need extra education and 6 instruction and one of the things that we had 7 periodically got from feedback from patients over the 8 years is that they wanted someone that would give them 9 additional instruction that would just be, you know, 10 solely dedicated to that to help them during that, and 11 so it's very difficult to have that kind of position, 12 because of the fact that it's not a position that you 13 can be reimbursed for. It's something that's, that's, 14 that's good to have, and so it's – from different 15 times, we would have somebody to function in that role. 16 Of course, I think she's the only one I can remember 17 that actually did function – no, there was two other 18 nurses that did it. So she functioned in that role, 19 and she would do education with the patients and she 20 would teach classes and those kinds of things like that 21 where she would just instruct patients in 22 breastfeeding. 23 Q. Okay. Now, when Jane Smith first came, when 24 you were the Director when Jane Smith first came to 25 work, as the Director you didn't have any involvement	29 1 A. An incident? 2 Q. As far as a – I don't want to call what the 3 incident is, I'm just trying to describe it as far as a 4 possible HIPPA violation or sharing of private 5 information? 6 A. I do remember there was a situation that was 7 between Jane and Sharon Wise; yes, I do. 8 Q. Okay. And what was that situation, tell me 9 about it? 10 A. It was a long time ago, but I can tell you 11 what I – what I can remember about it is that Sharon 12 Wise's daughter delivered at the hospital, and Jane was 13 instructing her daughter on breastfeeding and Jane had 14 a conversation with one of the doctors about her 15 breastfeeding and some prior history that she had and 16 the family felt like that was a violation of their 17 privacy. 18 Q. All right. Now, as the Director, were you 19 kind of brought in on that issue? 20 A. I was. 21 Q. Okay. And were you brought in from a 22 disciplinary standpoint or just how were you brought 23 in? 24 A. I was brought in first from a patient 25 satisfaction standpoint where it was brought to my

30 1 attention from the family that, you know, that they 2 were dissatisfied with, you know, how that information 3 had been shared, and so I investigated the information 4 and I talked with the physician that, you know, that 5 information was shared with, and then that was it. 6 Q. Okay. Excuse me, was any disciplinary action 7 taken against Ms. Jane Smith because of this? 8 A. I don't recall that there was. 9 Q. Okay. Now, even if it was from a patient 10 satisfaction standpoint, would something like that or 11 would information about that have been included in Jane 12 Smith's personnel file? 13 A. As far as if there was disciplinary action 14 there would be, yes. 15 Q. But what about if patients were complaining, 16 is that something that's typically -- even if you don't 17 remember this incident, are patient complaints 18 typically added within somebody's personnel file? 19 A. Not unless there is something that's a 20 disciplinary action type form. 21 Q. Okay. 22 A. If it is something that is a trend or it's 23 something that you have verbal conversations with the, 24 with the employee and it's something that you see that 25 is a trend that you then do disciplinary action where	32 1 have. 2 Q. Okay. It's better to err on that side, 3 right? 4 A. Yeah. 5 Q. I agree. Do you recall ever having Jane 6 Smith escorted out of Carolinas? 7 A. Absolutely not. 8 Q. Okay. And did you, did you ever terminate 9 Jane Smith? 10 A. No, ma'am. 11 Q. Okay. Have you ever given Jane Smith the 12 option of resignation or be terminated? 13 A. No. 14 Q. All right. And were you involved in any way 15 in the hiring of Ms. Angel Parsons, that you recall? 16 A. I can't remember when she started and if I 17 did, as I said earlier, at different times there were 18 different clinical coordinators and nurse managers, so 19 I don't know if I hired Angel or if one of the other 20 people hired her, but I would have been aware that she 21 was hired. 22 Q. And so would the clinical or case manager 23 been able to hire? 24 A. Not without my approval. 25 Q. Yeah. Okay. So, but they would -- would
31 1 you give them a verbal warning or a written warning, 2 yes, and that would be included in their file. 3 Q. Okay. Okay. So it's kind of like an 4 attachment to discipline? 5 A. Right. 6 Q. Okay. All right. And so -- and you said as 7 far as remembering whether or not Jane Smith had 8 discipline for this incident, do you remember? 9 A. I don't recall that there was. 10 Q. Okay. 11 A. I would have to review the file, but I don't 12 recall that there was. 13 Q. Well, now, even though this situation was 14 brought to your attention, do you recall whether or not 15 it was brought to your CNO's attention? 16 A. I don't. 17 Q. Okay. 18 A. I, I can't -- I don't remember. It may, it 19 may have been. I, I usually would keep her informed of 20 different issues and things that, you know, that 21 happened. There's many times I would not. I could -- 22 I, I reported more than I did not report to her. 23 Q. Okay. 24 A. So, but I cannot say that I, that I did. I 25 don't know. I can't -- I don't see how I could not	33 1 they be the ones to do the interviews and maybe going 2 through the applications? 3 A. They would go through the -- well, I would go 4 through their applications most of the time and then 5 they would interview, and then I would, at different 6 times during those times, I would have staff also 7 interviewing where we do peer interviews and so they 8 would have interviewed and then at different times, I 9 would also have interviewed the employee also. 10 Q. Okay. Okay. And then in 2011, though, you 11 would have moved up to your other role, right? 12 A. 2009. 13 Q. In 2009, you would have moved up but in 2011, 14 you would have been the Chief Quality Officer? 15 A. Right. But I wouldn't have been involved in 16 hiring anybody in 2011. 17 Q. Right. Right. In 2011, you were -- you 18 would have, you would have had no involvement in the 19 separation of Angel Parsons? 20 A. No. 21 Q. Okay. Now, were you ever given the title of 22 HR Manager? 23 A. No. Our HR Manager is Donna Damico. 24 Q. Uh-huh. Did you ever serve that function in 25 an, in an interim capacity at all?

34 1 A. I served as a, as a nurse recruiter back in 2 the late nineties and 2000, but I was never the HR 3 Director. I was in the HR Department for maybe three 4 years or something as the nurse recruiter. 5 Q. Uh-huh. Okay. Do you recall ever making the 6 statement to anyone that you felt like in Ms. Parsons' 7 case that false documentation had been filed? 8 A. Against Angel Parsons? 9 Q. Uh-huh. Yes. 10 A. Not, not that I recall. 11 Q. Okay. Do you know why anybody would have 12 thought or considered you to be an HR Manager? 13 A. No, ma'am, I do not. I mean I-- 14 Q. Especially after, you know, in 2011 or later? 15 A. Unless they were thinking of Donna Damico. 16 Donna Damico is the HR Director and many times, people 17 get us confused. 18 Q. Oh, okay. 19 A. But I'm Donna Sullivan and she's Donna 20 Damico. 21 Q. Do you guys at least look alike a little bit 22 or anything? 23 A. No. 24 Q. No? 25 A. She's much prettier.	36 1 senior leadership of the hospital and then we also have 2 a nurse house supervisor who is over all the hospital, 3 as well. At The Women's Center, I would have different 4 people at The Women's Center who would also be on-call 5 if I was out of town also, because of the fact that it 6 was kind of a specialty type area. They would be more 7 familiar with that area and things that were going on 8 from that standpoint, but there was always still a 9 house supervisor, as well as an administrative person 10 on-call. So when I would go out of town, Ms. Smith at 11 times would be the person that I would designate at The 12 Women's Center if anything happened as far as coming in 13 for me or if somebody needed to come in and work extra 14 or something like that, so I'd have different ones at 15 that time that would do that. 16 Q. Okay. And this incident with Ms. Sharon 17 Wise's family member, do you recall at all even around 18 the year when that might have happened? 19 A. I mean, it would be a guess. I, I-- 20 honestly, I couldn't tell you. I know it'd be before 21 2009. 22 Q. Okay. 23 A. But I can't remember how old that child is. 24 How old is that child? I don't know if it's -- I don't 25 know. I would have to get -- honestly, I can't tell
35 1 Q. Oh, no. Okay. All right. Did, did you know 2 anything about Ms. Parsons separation, like had you 3 heard anything? 4 A. No. 5 Q. Right, because you are in a different world? 6 A. A different world, and I've got more things 7 that I can handle of my own without dealing with 8 anything other than my department. 9 Q. I understand that. Okay. Okay. Well, if 10 you'll give me a minute to speak with my client, I'll 11 be right back. 12 A. Okay. 13 Q. All right. Thank you. 14 (OFF-THE-RECORD BREAK) 15 MS. CLARK CONTINUES EXAMINATION: 16 Q. All right. If you will indulge me for a 17 couple of more minutes. All right. So now, we are 18 back on the record, and I wanted to ask you a couple 19 more questions. So the first one about Ms. Jane Smith, 20 did she ever serve or cover administrative call while 21 you were the Director? 22 A. Well, when you talk about administrative 23 call, for The Women's Center, we have an administrative 24 call person who is on for the hospital. There's a 25 hospital administrator, one of the people that's the	37 1 you. I don't remember. 2 Q. Okay. Okay. No problem. Before 2009, 3 before you left? 4 A. I know it'd be -- I know that it was an issue 5 before 2009 when I left, but what -- when the child was 6 born, I don't remember. 7 Q. Yeah, that's not a problem. All right. So 8 now in -- before 2009, do you recall Jane Smith 9 transferring to another department? 10 A. Within -- from The Women's Center? 11 Q. Yes, ma'am. While you were the Director? 12 A. I know that Jane at times worked PRN, I 13 think, on some Med Surg floors, but I don't know that 14 she ever transferred to another department. I would 15 have to look at her personnel file. I, I honestly do 16 not remember if she transferred completely away from 17 The Women's Center. 18 Q. Okay. 19 A. She may have. I don't recall that. I do 20 know that she would work at other shifts. I know that 21 she worked as a house supervisor at times, and I want 22 to say she picked up some shifts on some of the Med 23 Surg floors, but I don't recall her transferring. I am 24 not saying she didn't, but I don't recall that. 25 Q. Yeah, and I, and I understand that this was a

38 1 long time ago, so I understand. Procedurally, though, 2 when a person transfers but still employed with 3 Carolinas, when a person transfers, do they get a new 4 hire date? 5 A. If they had a change in status, they may get 6 a new hire date, and I remember something about Jane at 7 one point that she, I think, had something to do with 8 her 401(k) plan and she resigned, if I can remember 9 that right now. That just now came back to me. There 10 is something that she did with her 401(k) and I think 11 that she resigned and that may have given her a new 12 hire date. 13 Q. Okay. And do you recall the reason why she 14 resigned? 15 A. To get her 401(k). 16 Q. Oh, okay. Okay. 17 A. I, I, I think that happened. Unless I 18 dreamed that about somebody else, but I think that was 19 about her, because I think that she was going to use 20 the money for something and as far as our 401(k) at 21 that time, you could only get it if there was a -- for 22 you if you bought a house or if you had extreme 23 hardship as far as the death of your spouse or if you 24 changed in status, and so you could technically resign, 25 and then you would get your 401(k), but if you come	40 1 a change in status one time and it was related to her 2 401(k). 3 Q. Okay. All right. Do you ever recall having 4 a conversation with Ms. Sharon Wise in which Jane Smith 5 came to the department, came to work in the department, 6 and Sharon Wise was asking you, you know, why you were 7 doing this or why, why she was being brought back? 8 A. Brought back from where? 9 Q. Sharon Wise -- did Sharon Wise ever ask you 10 why Jane Smith was coming back to the department? 11 A. Coming back to The Women's Center? 12 Q. Yeah. 13 A. From working somewhere else? 14 Q. Yes, ma'am. 15 A. Honestly, I don't recall. I'm not saying it 16 did not happen. I can tell you during that time, I 17 talked to a lot of employees about a lot of different 18 things and things that I can't remember, but I'm not 19 disputing it happened, I just don't recall that 20 conversation. I have no independent recollection of 21 that. 22 Q. Okay. Now, did you and Jane Smith have a 23 friendship outside of Carolinas? 24 A. We didn't socialize. We did some things 25 outside on a limited basis, but we were not social. We
39 1 back within 90 days, I think you got your same 2 seniority date back. But we have had different owners 3 at different times here in the hospital, so that was 4 prior to 2007 when we were owned by Triad, so I don't 5 know at what time that happened, if she did do that and 6 what the rules would be. 7 Q. Okay. 8 A. 'Cause we had three different corporations 9 who's owned us from '95 to 2000 or somewhere around 10 there, and then 2000 to 2007, and then the company that 11 owns us now took over in 2007, so there would be 12 different HR rules and the status about your 401(k) 13 during those times. 14 Q. Okay. But under what you just told me about 15 the 90 days was the, was the Triad rule? 16 A. I'm not sure if-- 17 Q. Oh? 18 A. --if she made that change in status to get 19 her 401(k), if that was during the Triad time or if she 20 -- if it was after, after 2007 when we were bought by 21 Community. 22 Q. Okay. Okay. 23 A. Or if it was back when Quorum owned us. I, I 24 don't know. There's -- I wouldn't -- I hadn't seen her 25 file, so I don't know, but I do recall something about	41 1 did not socialize together and we didn't go to church 2 together. We wasn't friends together. She didn't come 3 to my house but, you know, occasionally I would help 4 her with -- when she was doing some weddings and she 5 would help me do weddings occasionally, but that was 6 limited and it was not something that, that was on a 7 regular basis. 8 Q. Okay. Thank you so much for your time. You 9 can answer any of her questions? 10 MS. CORN: I don't have any questions. Thank 11 you. 12 A. Is that it? 13 Q. That's it. Thank you. 14 A. You're welcome. 15 (DEPOSITION CONCLUDED AT 1:50 P.M.) 16 17 18 19 20 21 22 23 24 25

1 STATE OF SOUTH CAROLINA)
2 COUNTY OF DARLINGTON) CERTIFICATE
3 I, Laura W. Little, Verbatim Reporter and Notary
4 Public in and for the State of South Carolina, certify
5 that I did have Donna Sullivan appear before me at 1:05
6 p.m. on the 6th day of December, 2013 at Carolinas
7 Hospital Administrative Conference Room, 1594 Freedom
8 Boulevard, Florence, South Carolina; that the witness
9 was duly sworn and cautioned to tell the truth, the
10 whole truth, and nothing but the truth; that the
11 foregoing pages constitute a true and accurate
12 transcript of her testimony given at that time and
13 place.
14 I certify that I am not of counsel or kin to any
15 of the parties, nor am I interested in any manner in
16 its outcome.
17 IN WITNESS WHEREOF I have hereunto set my hand and
18 seal this the 27th day of December, 2013.
19
20 _____
21 Laura W. Little, Verbatim Reporter
22 Notary Public, State of South Carolina
23 My Commission Expires September 21, 2015
24
25

Exhibit D

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF FLORENCE) TWELFTH JUDICIAL CIRCUIT
C/A NO: 2012-CP-21-3016

Angela Parsons,

Plaintiff,

-vs-

Jane Smith and QHG of
South Carolina d/b/a Carolinas
Hospital System, and Carolinas
Hospital System,

Defendants.

DEPOSITION OF:

HAROLD HUNTER, JR.

Deposition of HAROLD HUNTER, JR., taken
before Laura W. Little, Verbatim Reporter and Notary
Public in and for the State of South Carolina, at
Carolinas Hospital, Administrative Conference Room, 1594
Freedom Boulevard, Florence, South Carolina, commencing at
9:45 a.m. on the 19th day of February, 2014.

Laura W. Little
Laura Little Reporting Service
Post Office Box 710
Darlington, South Carolina 29540
843-393-6466

2

1 APPEARANCES OF COUNSEL:

2 Attorney for Plaintiff:

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5 Post Office Box 13057

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7

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9 Elizabeth S. Corn, Esquire

10 Hall Booth Smith, P.C.

11 40 Calhoun Street, Suite 550

12 Charleston, South Carolina 29401

13

14 In Attendance:

15 Angela Parsons

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1 STIPULATIONS

2 Prior to the giving of any testimony by the

3 witness, it was expressly stipulated and agreed between

4 the parties to this action, through their respective

5 counsel, that

6 By Notice and/or Consent, said deposition is being

7 taken in accordance with Rule 30 of the South Carolina

8 Rules of Civil Procedure, which shall control the

9 taking of said deposition and its use thereof;

10 Said deposition shall be taken for the purpose of

11 discovery and/or for use as evidence in the above

12 entitled action, or for both purposes;

13 That all objections would be reserved until the

14 time of the trial except as to the form of the

15 question;

16 Reading and signing of the transcript of testimony

17 by the witness was waived.

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1 INDEX

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3 PAGE-LINE

4 Direct Examination by Ms. Clark 5-4

5 Cross Examination by Ms. Corn 51-23

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9 PLAINTIFF'S EXHIBITS

10 =====

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16 Court Reporter's Note:

17 -Indicates Incomplete Phrases or Sentences;

18 -Indicates Interruption.

19

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21

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1 HAROLD HUNTER, JR.,

2 after being first duly affirmed to tell the truth, was

3 deposed and testified as follows:

4 DIRECT EXAMINATION BY MS. CLARK:

5 Q. Good morning, Mr. Hunter.

6 A. Good morning.

7 Q. I am so happy that we were able to locate you

8 and get you to come here today. I understand you are

9 coming from Newberry this morning, so we really

10 appreciate that. Have you ever participated in a

11 deposition before?

12 A. Yes.

13 Q. Okay. Great. So you know I'm going to be

14 firing the questions and I need you to answer them the

15 best way you can. Stay away, if you would, from uh-huh

16 and uh-uh and shaking your head and just be so clear

17 that she can get all this down for us. If there is

18 something that I ask in a wrong way or that I need to

19 rephrase, just let me know and I'll be happy to do it.

20 A. Okay.

21 Q. Also, if I ask one of those long questions

22 that you need me to break up, just put your hand up and

23 stop me and I'll be happy to break up the question.

24 We'll try our best not to talk over each other. I'll

25 wait for you to finish and, hopefully, you'll wait for

6 1 me to finish as well. All right? 2 A. Okay. 3 Q. All right. So state your full name for the 4 record for us? 5 A. Harold Hunter, Jr. 6 Q. Okay. And, Mr. Hunter, are you currently 7 employed right now? 8 A. No. 9 Q. Okay. And do you recall being employed with 10 Carolinas Hospital System? 11 A. Yes. 12 Q. Okay. And what was the last job title that 13 you held with Carolinas? 14 A. I was the Hospital Compliance and Privacy 15 Officer. 16 Q. Okay. And how many years had you served in 17 that position? 18 A. Since 1998-99, somewhere in there. 19 Q. Okay. Now, had you held other positions 20 before rising to that corporate compliance? 21 A. Yes. 22 Q. Okay. And what are some of the other 23 positions that you held? 24 A. Well, I don't know how far back you want me 25 to go, but I spent twenty years in the Air Force as a	8 1 hotlines. About three years or so ago, Corporate 2 started triaging the Human Relations compliances to HR, 3 and then dealt primarily with compliance and privacy 4 issues from that point forward. 5 Q. So -- oh, I'm sorry. 6 A. But I did through -- I had education programs 7 for all employees on privacy and compliance and I had 8 an open door. Anyone could come see me and, typically, 9 they would say I have a problem and we'd talk through 10 it. If it was a compliance problem, we'd handle it. 11 If it was not, we'd try to direct them to the people 12 they should go to. 13 Q. Okay. So then when that triage, is what you 14 called it, when it kind of -- when there was a shift 15 and some of the issues, the Human Relations issues, was 16 the Human Resources, would you still have any kind of 17 involvement with those issues even though that they 18 were being sent to HR? 19 A. Probably the only involvement I would have if 20 someone called me or came to see me and said I have a 21 problem and we'd talk about it and if we decided that 22 this was a Human Relations or supervisory issue, then I 23 would refer them at that time to HR or to a supervisor 24 and, typically, from that point forward, did not get 25 involved in the investigation part of it.
7 1 Medical Service Corp officer and hospital Administrator 2 and I was the Administrator at Williamsburg County 3 Hospital, and then came up here as Vice President for 4 Post-Acute Services, and then became Compliance and 5 Privacy Officer. 6 Q. Okay. All right. So you're very familiar 7 with the hospital system? 8 A. Yes. 9 Q. So educate me a little bit, Hospital 10 Compliance and Privacy Officer, if you could, give me a 11 summary of what your job duties are? 12 A. Checking to see if we're complying with the 13 rules and regulations. We did billing audits, billing 14 compliance, education on compliance programs and also 15 with the privacy programs, compliance with the HIPPA 16 rules and regulations. Got involved in a little bit of 17 everything as a result of that. 18 Q. Would you or, excuse me, did you play any 19 role in terms of employee relations? 20 A. A little bit. Not a lot, and the way I got 21 involved in that was primarily through we had a hotline 22 program, so if there were calls to the hotline, 23 initially, up until about three or four years ago, all 24 hotlines, employee related compliance and all funneled 25 through me, and we did investigations on those	9 1 Q. Okay. To your knowledge, did HR perform 2 their own investigation or do you know? 3 A. Yes. 4 Q. Okay. 5 A. Yes. To my knowledge, yes. 6 Q. Would HR report back to you at all or was 7 that not in the chain of command? 8 A. There was no reporting requirement but, 9 typically, depending on who the HR director was at the 10 time, they'd let me know. They would come back and say 11 we investigated, we validated the issue or we did not. 12 Typically, did not get into any discipline as to what 13 they did with discipline and that kind of stuff. 14 Q. Okay. So let's talk about who you would 15 report to. So you said, you know, initially kind of 16 like if the hotline calls would come in. So a hotline 17 call comes into you--- 18 A. Uh-huh. 19 Q. ---and you look into it, who do -- who would 20 you report your findings to? 21 A. My supervisor is the CEO of the hospital--- 22 Q. Okay. 23 A. ---and that's who I reported to. I also had 24 a dual reporting to the Compliance Officer at Community 25 Help Services and prior to that, Triad Hospital Systems

10 1 and prior to that Quorum. So it was a dual reporting 2 responsibility. My real boss is the CEO of the 3 hospital, okay? 4 Q. Okay. 5 A. But I did have a reporting responsibility to 6 the Corporate Compliance Officer. 7 Q. Okay. 8 A. And we would also report very brief summaries 9 at our monthly Compliance Committee meetings if it 10 related to compliance issues. 11 Q. Okay. So what about those employee relations 12 -- Human Relation issues? 13 A. Those were reported also at the monthly 14 Compliance Committee meeting from the HR Director once 15 they were being triaged to them. 16 Q. To them. And who— 17 A. And when I say summaries, it's just we had a 18 call or hotline call involved an issue in lab for 19 example, and we validated it. We did -- they wouldn't 20 go into a lot of detail in that committee. 21 Q. So who all would be in that committee? What 22 would that committee's make up? 23 A. Senior administration, CEO, Chief Operating 24 Officer, Chief Nurse, Quality Assurance, HR Director. 25 I mean, Information Systems Director. It was twelve to	12 1 Q. And so it's your belief that this handbook 2 would not apply? 3 A. No. 4 Q. Oh? 5 A. I take it back. 6 Q. Oh, okay. 7 A. I didn't completely read the thing. 8 Q. Okay. Okay. And this is only an excerpt of 9 the whole handbook. I didn't copy the whole thing in 10 an effort to be green, a little bit green, okay. 11 A. Okay. 12 Q. So it's just the handbook and pages 15 13 through 18, all right? 14 A. Okay. 15 Q. And I wanted to -- and the reason why I 16 wanted to turn your attention to page 15 is because at 17 the very bottom it speaks about the "Confidential 18 Disclosure Program Hotline." 19 A. Uh-huh. 20 Q. And it talks about the kinds of things that 21 you could report to the hotline and it has three 22 bullets and the last bullet says the Code of Conduct 23 issues would be something that could be reported in the 24 hotline. In your experience, were those the kinds of 25 calls -- were you getting calls about these suspected
11 1 fifteen people involved. 2 Q. Okay. Okay. 3 EXCERPTS OF CAROLINAS HOSPITAL 4 SYSTEM/CAROLINAS MEDICAL ALLIANCE, INC. 5 EMPLOYEE HANDBOOK, CONSISTING OF FIVE (5) PAGES, 6 MARKED FOR IDENTIFICATION AS PLAINTIFF'S EXHIBIT 7 NUMBER ONE(1). 8 Q. I'd like to give you that for your review. 9 It's actually excerpts of a document. 10 MS. CORN: Is this one for him or is it for— 11 MS. CLARK: She's going to mark this one. 12 That one is for you. 13 MS. CORN: Got you, thanks. 14 Q. And this one is for you. 15 A. I will tell you up front, this is for the 16 Carolinas Medical Alliance, which is separate, which is 17 different from the hospital. 18 Q. Okay. All right. Well, what you've been 19 given is Plaintiff's Exhibit 1. 20 A. Okay. 21 Q. And the title of it is "Carolinas Hospital 22 System/ Carolinas Medical Alliance, Inc.— 23 A. Okay. All right. 24 Q. —Employee Handbook." 25 A. All right.	13 1 violations of those three bullets? 2 A. Yes. 3 Q. Okay. 4 A. And, if I can add, we were also getting 5 personnel related issues on the hotline, and it was 6 maybe not stated in policy, but at the Corporate level, 7 we will not turn away any calls to the hotline. We 8 will investigate all calls to the hotline whether they 9 fall under these three bullets or not. So the Human 10 Relation issues and the hotline was not established 11 primarily for Human Relations, but those were 12 investigated also. 13 Q. Well, specifically about the section about 14 the Code of Conduct. 15 A. Okay. 16 Q. Could there be or was there ever a scenario 17 where a supervisor may have violated the Code of 18 Conduct? 19 A. Yeah, I'm sure there could be. 20 Q. Uh-huh. And the Code of Conduct, that was 21 applicable to employees and patients, right? 22 A. Well, I don't know about patients. 23 Q. Okay. 24 A. But every employee annually signs that they 25 acknowledged the Code of Conduct and they had reviewed

14 1 it. 2 Q. Okay. 3 A. So it applied to every employee in the 4 facility. 5 Q. Okay. Okay. And then on page 16 of the 6 document, it speaks about employees being encouraged to 7 alert management and in the address that's listed there 8 it says that you could also write Corporate Compliance 9 Officer confidential. Do you see that up there? 10 A. Uh-huh. 11 Q. Now, to your knowledge, is that Corporate 12 Compliance Officer referring to you? Was that 13 referring to you? 14 A. No, that's referring to the Community Health 15 Systems Corporate Compliance Officer who is in 16 Franklin, Tennessee. 17 Q. Okay. All right. So that would have been a 18 different person? 19 A. Yes. 20 Q. All right. And so would you ever get 21 contacted by the Tennessee officer about problems 22 locally? 23 A. Yes. Well, all the hotlines came through 24 there for one thing. 25 Q. Yes.	16 1 independent company and all Community Health System 2 Hospitals are through that, so it's confidential. You 3 never know who's calling unless they give their name. 4 It goes to the Community Health System corporate 5 office. They -- if it involves Carolina Hospital 6 System, then they send it down to us. It's through a 7 computer program and we acknowledge through the 8 computer program that we got it and, generally, I would 9 call the Corporate Compliance Office and say I've 10 received it. What issues do you folks have that we 11 should be looking at. Here's what I think we should 12 look at it and we discuss it and proceed from there. 13 If we know who the person is making the call, it makes 14 it a lot easier to do the investigation. Sometimes 15 it's anonymous and it's so anonymous that it says, "My 16 supervisor doesn't like me." 17 Q. Okay. 18 A. Well, you don't know where to go with those 19 kind of things. To the extent possible, we'll do an 20 investigation. We'll interview people. We will review 21 rules and regulations. If it involves HR, we'll talk 22 to HR, you know, those kind of things, and then either 23 try to validate or not validate the issue. 24 Q. Okay. When you are interviewing people, 25 would you keep a record of the interviews or may even
15 1 A. And on a rare occasion, they would receive a 2 letter directed to the compliance officer or to someone 3 at Community Health Systems, and they may would funnel 4 it back down and so forth. 5 Q. Okay. So based on your work experience as 6 the Hospital Compliance and Privacy Officer, Mr. 7 Hunter, would you say that you handled some employee 8 relations matters? 9 A. Yes, from the standpoint of doing 10 investigations. Now, when you say "handle", I didn't 11 get involved personally with disciplinary actions or 12 that kind of stuff. I might offer some suggestions, 13 but my involvement primarily would be through the 14 investigative process. 15 Q. Okay. And so let's turn to that if we can. 16 What -- and you're finished that exhibit, I'm sorry. 17 All right. So let's talk about the investigative 18 process. What do you recall, if you could, walk me 19 through and tell me the steps you would take in your 20 investigative process once you got a complaint from, I 21 guess, the hotline or from a person. 22 A. Okay. 23 Q. What would be your steps that you would take? 24 A. Well, let's talk about the hotline first. 25 The hotline comes down -- the hotline is operated by an	17 1 just take notes, which would you do? 2 A. Well, we have a computer program. It's 3 called Compliance 360, and we enter everything in there 4 on the investigation. If I interviewed you as part of 5 an investigation, I would make notes, and then enter 6 those notes or summary of those notes in Compliance 7 360. Typically, we try to have a third person present 8 during the interview just to be there. So it's -- if 9 it's a hotline call or official compliance, I mean, 10 official complaint, it should be in the Compliance 360. 11 Q. Okay. Where do you then go with your -- 12 well, first of all, at the conclusion of your 13 investigation, do you make findings? 14 A. Yes. 15 Q. Okay. And then where do you go with those 16 findings? 17 A. Well, we'll discuss with the Corporate 18 Compliance Office the findings. If it's a compliance 19 issue, not to get into a lot of detail, we had one one 20 time and we discussed it. We thought there was an 21 issue, so we decided we're going to do some audits of 22 some billing records and, you know, got into a very 23 detailed audit and went that route. If it's an HR 24 issue, we'll discuss it with HR folks and Corporate 25 Compliance would discuss it with HR at their level,

18 1 too, and come up with the recommendations. 2 Q. Would you ever make recommendations about 3 what needed to be handled? 4 A. Yes. 5 Q. Or, excuse me, what needed to be done, I 6 guess? 7 A. Well, my recommendations would be stated such 8 as from my investigation this did, in fact, happen and 9 appropriate disciplinary action should be taken. 10 Q. I see. 11 A. And so now if they call me and ask me on the 12 phone what I thought, I would tell them. 13 Q. Okay. All right. The grievance policy, the 14 grievance policy for employees, were you ever 15 responsible for insuring that that was handled 16 correctly? 17 A. No. 18 Q. Okay. I think you touched on this earlier, 19 but were you ever responsible for ensuring that HIPPA 20 was followed, no violations occurred? 21 A. Oh, yeah. In fact, the last couple of years 22 of my job, I spent more time with HIPPA issues than 23 compliance so. 24 Q. Understood. Were you ever made aware if – 25 were you ever made aware if an employee was violating	20 1 to the CEO directly? 2 A. Oh, yes. 3 Q. Okay. 4 A. I've been around long enough to know to keep 5 your boss informed. 6 Q. Okay. 7 A. So, yeah. Depending on the issue sometimes 8 we'd set up a special meeting just to go here's what we 9 got. 10 Q. Okay. All right. Now, I know that you just 11 told me that you don't really – you weren't really 12 involved with ensuring that the grievance policy was 13 followed, but, you know, having done some type of 14 investigation in the Compliance 360, would you 15 participate in a grievance between employees? 16 A. No. 17 Q. Okay. Would you share your Compliance 360 18 findings with HR if there was a grievance between 19 employees? 20 A. If HR asked for input, yes. 21 Q. Okay. 22 A. I was not always aware that a grievance was 23 in process, okay. 24 Q. Okay. Okay. Now, regarding HIPPA 25 violations, what was your understanding of – what
19 1 some kind of HIPPA law? 2 A. Yes. 3 Q. And would you have to investigate that? 4 A. Yes. 5 Q. Okay. Okay. Now, when you would – you 6 already told me that during your investigative process 7 at times, you would discuss things with Corporate 8 Compliance and kind of create, and these are my words 9 and you tell me if they're not right, and kind of 10 create a plan of action of what you guys wanted to do? 11 A. Yes. 12 Q. All right. So now when you would – would 13 there ever be a written report that you kind of present 14 to Corporate Compliance about the issue? 15 A. Yes, and it all would be in that Compliance 16 360 program. 17 Q. 360, okay. 18 A. Any interview, any update would all be put 19 into that. So Corporate Compliance had access to it at 20 anytime. 21 Q. Okay. And then also would the CEO have 22 access to that same Compliance 360? 23 A. I believe he did. 24 Q. Okay. And separate from what was in 25 Compliance 360 would you alert or make anything known	21 1 would be the outcome for employees who committed any 2 kind of HIPPA violations; what were the consequences? 3 A. Up to including termination. 4 Q. Okay. 5 A. Which we did terminate several people for 6 HIPPA violations. 7 Q. And in your opinion, what would be the main 8 violations that you would be faced with if there was a 9 trend? 10 A. Well, if there was a trend, it would be 11 employees inappropriately accessing medical records and 12 inappropriately disclosing information in a patient's 13 medical record would be one of the main issues. 14 Q. Okay. 15 A. And that type of issue if validated would 16 normally result in termination. 17 Q. Okay. Okay. During your tenure with 18 Carolinas, do you recall ever coming to know an 19 employee by the name of Jane Smith? 20 A. Yes. 21 Q. And in what capacity did you come to know 22 Jane Smith? 23 A. Well, Jane Smith was the Director at the 24 Women's Center. We had directors meetings where she 25 was present, had some individual dealings with her but

22 1 not on a daily basis and probably not on a weekly basis 2 but. 3 Q. Do you recall ever having come to know of any 4 HIPPA violation committed by Jane Smith? 5 A. I can tell you, say that there was an 6 allegation of one, and I don't remember the details, 7 that if I recall correctly supposedly happened several 8 years prior to my hearing about it and were unable to 9 validate that it happened if I recall correctly. 10 Q. Okay. Do you recall whether or not that 11 allegation and you looking into it, do you recall 12 whether or not that would have been included in the 13 Compliance 360? 14 A. I don't believe it was. 15 Q. All right. But you do recall that you 16 weren't able to— 17 A. I just recall someone saying, and I don't 18 even remember who, probably more than one person, 19 saying that an incident happened several years prior to 20 that and I don't think — well, I'm pretty sure she was 21 not the director at the time. 22 Q. Okay. Do you recall an employee by the name 23 of Sharon Wise? 24 A. I know the name, but I don't know any details 25 offhand.	24 1 to HR, and Jane — I mean, Angel can correct me if I'm 2 wrong on this part, but I believe — God, HR Director 3 at that time, prior to Donna, Tammy. 4 Q. Okay. 5 A. I believe Tammy Dickerson was the HR Director 6 and she did not feel comfortable discussing it with 7 Tammy, and so I referred her to Costa Cockfield, the 8 CNO, who is Jane Smith's supervisor. I believe I sent 9 Costa an email saying we discussed this, would you 10 please meet with Angela. 11 Q. Okay. 12 A. I also went to — I also remember talking to 13 Tammy about it and said we had an issue, but they don't 14 feel comfortable discussing it with you. 15 Q. Right. Did you find that in your opinion to 16 be problematic that an employee did not feel 17 comfortable discussing something with their HR 18 Director? 19 A. Well, yes. But in my discussion with Tammy, 20 she assured me she wouldn't put her job at risk over a 21 friendship, you know, that kind of stuff, but I 22 understand the employee's side also that I need to be 23 comfortable with who I'm reporting this to and even in 24 our training programs, we always said that you have an 25 obligation to report it. The main issue is not who you
23 1 Q. All right. Do you remember whether or not 2 you spoke with her about Jane Smith and a HIPPA 3 violation? 4 A. I don't recall. 5 Q. Okay. All right. And are you familiar with 6 Ms. Angel Parsons? 7 A. Yes. 8 Q. And when did you or how, excuse me, did you 9 come to know Ms. Angel Parsons? 10 A. Well, she's an employee of the hospital for 11 one thing. 12 Q. Uh-huh. 13 A. She contacted me and, again, I don't recall 14 if by phone initially or came to see me, but had some 15 issues that she wanted to discuss, and my guess it was 16 probably in 2010 maybe or '11. 17 Q. Okay. And when Ms. Parsons contacted you, 18 did you open or begin an investigation? 19 A. No. 20 Q. Okay. What action do you recall taking? 21 A. We talked and, again, I don't remember the 22 specifics, but it was an issue with management style, I 23 believe, with Ms. Smith and maybe even some retaliation 24 issues with Ms. Smith and we talked about it and, you 25 know, this is a Human Relations issue, you need to go	25 1 report it to, but you need to report it, and I, and I 2 would even tell them if the CEO is the hospital is the 3 only person you feel comfortable talking to, make an 4 appointment and go talk to the CEO. 5 Q. All right. And so you contacted Ms. Costa by 6 email? 7 A. I believe so, yes. 8 Q. Okay. And did you, did you follow up to 9 ensure that a meeting was held or did you follow up in 10 any way? 11 A. I did get follow up and, again, this is 12 where, you know, you doing a lot of different 13 investigations and we're now two or three years down 14 the road. 15 Q. I understand. 16 A. I did get feedback from Costa on what she had 17 done and so forth so. 18 Q. Okay. And after that contact from Ms. 19 Parsons, did you ever find out later on that Ms. 20 Parsons had been terminated? 21 A. Yes. 22 Q. And how did you find that out? 23 A. I don't recall exactly how I found out but I 24 knew she was no longer with us, yes. 25 Q. Okay. At the time, do you recall ever having

26 1 any kind of opinion about that, about her termination? 2 A. No. 3 Q. Okay. 4 EMPLOYEE GRIEVANCE FORM, CONSISTING OF 5 FOUR (4) PAGES, MARKED FOR IDENTIFICATION AS 6 PLAINTIFF'S EXHIBIT NUMBER TWO(2). 7 Q. I'm going to show you what's marked as 8 Plaintiff's 2. And you may not, have you ever seen this 9 document before? 10 A. Not this specific document. 11 Q. Okay. All right. 12 A. But I have seen some. 13 Q. Okay. All right. And this is marked as 14 Plaintiff's 2 and it appears to be the grievance steps 15 and it includes the Employee Grievance Form. The third 16 page has Ms. Parsons' actual grievance and I'd like you 17 to look over it for a moment. 18 A. (Deponent complies) Okay. 19 Q. All right. So does this refresh your memory 20 in any way, Mr. Hunter? 21 A. Well, the part about the schedules and all 22 that refreshes a little bit. 23 Q. Oh, okay. I know it's been sometime. 24 A. Uh-huh. 25 Q. One of the issues that Ms. Parsons has listed	28 1 more than once at least? 2 A. Okay. 3 Q. Do you recall Ms. Parsons reaching out to you 4 or speaking to you more than once about this issue? 5 A. I don't remember specific times, but I do 6 think that we did talk more than once. May have met in 7 my office more than once, yeah. 8 Q. Okay. At any point, did you decide to enter 9 any information in Compliance 360 about this matter? 10 A. I believe there is, and I don't remember if 11 it was because of Angela's issue, but I'm pretty sure 12 in Compliance 360 there is an issue with Ms. Smith, 13 maybe more than one on the HR side. I do remember in 14 Compliance 360 there was an issue. Again, I don't 15 recall if it was related specifically to Angela's 16 issue, but where there was feedback from Costa on what 17 issues were being taken with Jane Smith, some 18 performance improvement issues that were loaded into 19 Compliance 360. 20 Q. Okay. 21 A. And I don't remember the exact timing on that 22 issue. Again, there were a number of issues going on at 23 the same time and not having all of my paperwork and 24 all that. 25 Q. Okay. All right. So in Compliance 360 then,
27 1 on here, her third issue, she actually acknowledges the 2 fact that she spoke with you, with Hal Hunter about her 3 issues, and she states that, you know, there was a 4 meeting kind of scheduled with Costa, which I think you 5 agree, you testified to that. But now it says, "Before 6 the meeting, I received a letter of termination in the 7 mail from Jane Smith." 8 A. Okay. 9 Q. From a compliance standpoint, in your 10 opinion, is it customary for Jane -- for the Director 11 to issue termination letters, do you know? 12 A. I don't know. 13 Q. Okay. 14 A. That would be an HR question. 15 Q. Okay. As a compliance officer, do you have 16 any opinion on the fact that Ms. Parsons makes 17 complaints about Jane Smith, and then she is terminated 18 by Jane Smith, do you -- did you have any kind of 19 opinion about that? 20 A. My opinion would be the timing is bad, you 21 know, but. 22 Q. Okay. Do you recall -- and, I'm sorry, one 23 other question about that statement that she put, the 24 third issue that she put. She says that she -- excuse 25 me, she had spoken with Hal Hunter several times, so	29 1 that's a computerized system? That's a yes? 2 A. Yes. 3 Q. Okay. 4 A. I'm sorry. 5 Q. And did you access it by a password? 6 A. Yes. 7 Q. Okay. So anytime you made entries, it would 8 -- there would be some kind of record of entries that 9 you made, because you would have had to log in to do 10 so? 11 A. Yes. 12 Q. That's right? 13 A. Yes. And anytime I made an entry, there was 14 a notification to Corporate Compliance that I had made 15 an entry. 16 Q. Okay. 17 A. Now, I could not see the HR entries. 18 Q. Uh-huh. Right. Right. 19 A. And they could not see the compliance 20 entries. 21 Q. And HR has access then to Compliance 360 to 22 input issues? 23 A. To issues, and they would have to go through 24 the same process for HR issues that I would go through 25 for compliance issues.

30 1 Q. Okay. All right. So if any investigations 2 were held or conducted regarding Jane Smith from your 3 end, it would be documented in Compliance 360? 4 A. Yes. 5 Q. Okay. 6 A. And if there were any hotline calls or 7 official complaints on the HR side, they should be in 8 there also. 9 Q. All right. Do you recall ever looking into 10 the issues that Angel Parsons was sharing with you 11 regarding Jane Smith regarding, and I'm going to list 12 them out and you just kind of tell me what you recall. 13 All right. So one that -- do you ever recall Angel 14 Parsons telling you that Jane Smith was not putting her 15 on the schedule? 16 A. I recall her telling me that, yes. 17 Q. So now, did you -- do you recall questioning 18 anyone to determine the truth about it? 19 A. I did not personally and that's getting into 20 somebody else's turf. 21 Q. Because by then, you were triaging that to 22 HR? 23 A. Yes. 24 Q. Okay. Did you make, did you make -- what 25 would that have been, Tammy, did you make Tammy aware?	32 1 Plaintiff's 3 and it's an email from Jane to Costa, so 2 I don't know that you've ever seen this? 3 A. No. 4 Q. Okay. Now, this email states that Jane Smith 5 wants to share concerns with Costa Cockfield. Now, if 6 there are any complaints about Angel Parsons made to 7 you then, that too, would be logged into the Compliance 8 360, is that right? 9 A. State that again. 10 Q. If coworkers were making complaints about 11 Angel Parsons, if they were making claims about her, 12 would you have put that into your Compliance 360? 13 A. I do not recall any complaints from anyone, 14 coworkers, about Angel Parsons. 15 Q. Okay. And that was going to be my next round 16 of questioning that this seems to list some concerns 17 about Angel Parsons about hurtful and disruptive 18 behavior and things of that nature, and I was going to 19 ask you do you recall anyone ever complaining that 20 Angel-- 21 A. No complaints were made to me, no. 22 Q. Okay. All right. Oh, and also the very last 23 note here at number 6 says that a letter was sent out 24 by HR to terminate Ms. Parsons. When you, when you 25 would get follow up from Costa, did Costa ever -- do
31 1 A. Tammy and I'm pretty sure Costa also. 2 Q. Costa, okay. And then Costa was giving you 3 follow up? 4 A. Costa was giving me follow-up. Again, I 5 don't know if it was specific to Angela, Angel. 6 Q. Uh-huh. 7 A. I say Angela. Is that right? 8 MS. PARSONS: That's right. 9 A. Or someone else, but I did get feedback from 10 Costa. 11 Q. Okay. All right. 12 A. On issues from The Women's Center. 13 Q. Okay. And you all will have to tell me when 14 you want to take a break. We're coming up on an hour. 15 If you want to take a break you can. Tell me, do you 16 need one? 17 A. No. 18 Q. Oh, okay. All right. All right. 19 A. I don't personally so. 20 Q. Good. Good. All right. 21 MS. CLARK: Let's go on and mark this one. 22 EMAIL DATED AUGUST 30, 2011, MARKED FOR 23 IDENTIFICATION AS PLAINTIFF'S EXHIBIT NUMBER 24 THREE(3). 25 Q. Now, I'm going to show you what's marked as	33 1 you recall Costa ever informing you that HR was 2 terminating Jane Smith? I mean did you ever get 3 contacted by Costa that HR had terminated Angel 4 Parsons? 5 A. No. 6 Q. Okay. Okay. All right. 7 DOCUMENTATION GRIEVANCE, CONSISTING OF 8 THREE (3) PAGES, MARKED FOR IDENTIFICATION AS 9 PLAINTIFF'S EXHIBIT NUMBER FOUR(4). 10 Q. And now I'm going to show you what's marked 11 as Plaintiff's 4 and it has a title in the corner of 12 Documentation Grievance. 13 A. Can I ask who this is from? 14 Q. I believe I gave it to you out of order. I 15 believe it is a -- it should have been attached to the 16 grievance that you-- 17 A. Oh, okay. 18 Q. --the grievance form. Like that's the 19 documentation of Costa, I believe, that was -- it 20 should have been connected to that grievance form. 21 A. Okay. (Deponent reviews document) 22 Q. Okay. And so is this your first time seeing 23 this document? 24 A. Yes. 25 Q. Okay. So Costa never presented you with her

34 1 findings or her documentation about Angel Parsons' grievance? 2 grievance? 3 A. No. Again, I think I said earlier that the feedback that I got back from Costa was— 4 feedback that I got back from Costa was— 5 Q. More about Jane? 6 A. —more about Jane. 7 Q. Than Ms. Parsons? 8 A. Yes. 9 Q. All right. Okay. So, basically, Mr. Hunter, once you kind of forwarded the complaint to Costa and Tammy, did you have any involvement in Angel Parsons' grievance after that? 10 once you kind of forwarded the complaint to Costa and 11 Tammy, did you have any involvement in Angel Parsons' grievance after that? 12 grievance after that? 13 A. No. 14 Q. After you — okay. 15 A. Not that I recall. 16 Q. Okay. Anything that you heard from Ms. Parsons, did you find the need to report it to your corporate office? 17 Parsons, did you find the need to report it to your corporate office? 18 corporate office? 19 A. Again, things are a little cloudy here. I do know that, and it may have been from some hotline call, that I did report back to the Corporate office through Compliance 360 on the issues and the steps that were being taken with Ms. Smith, but I don't recall any details or specifics as related to Angel. 20 know that, and it may have been from some hotline call, 21 that I did report back to the Corporate office through Compliance 360 on the issues and the steps that were 22 Compliance 360 on the issues and the steps that were being taken with Ms. Smith, but I don't recall any 23 being taken with Ms. Smith, but I don't recall any details or specifics as related to Angel. 24 details or specifics as related to Angel. 25 Q. Okay. And then just to piggyback off that,	36 1 problem at all that you had a number of complaints about a Director? 2 about a Director? 3 A. Well, it's a problem. I'm not saying it's unique. Anytime you get a new Director, not anytime, sometimes when you get a new Director, there is an adjustment period and sometimes that adjustment period goes good, sometimes it doesn't, and so it's, it's a problem, but it's not a unique situation. There have been other departments in the hospital that have had issues in this hospital and others that I have worked where there have been issues making adjustments to new supervisors and managers. 4 problem at all that you had a number of complaints about a Director? 5 about a Director? 6 A. Well, it's a problem. I'm not saying it's unique. Anytime you get a new Director, not anytime, sometimes when you get a new Director, there is an adjustment period and sometimes that adjustment period goes good, sometimes it doesn't, and so it's, it's a problem, but it's not a unique situation. There have been other departments in the hospital that have had issues in this hospital and others that I have worked where there have been issues making adjustments to new supervisors and managers. 7 goes good, sometimes it doesn't, and so it's, it's a problem, but it's not a unique situation. There have been other departments in the hospital that have had issues in this hospital and others that I have worked where there have been issues making adjustments to new supervisors and managers. 8 problem, but it's not a unique situation. There have been other departments in the hospital that have had issues in this hospital and others that I have worked where there have been issues making adjustments to new supervisors and managers. 9 been other departments in the hospital that have had issues in this hospital and others that I have worked where there have been issues making adjustments to new supervisors and managers. 10 issues in this hospital and others that I have worked where there have been issues making adjustments to new supervisors and managers. 11 where there have been issues making adjustments to new supervisors and managers. 12 supervisors and managers. 13 Q. Okay. Why did you choose Costa as the person to share Angel Parsons' concerns with? Why did you choose Costa? 14 to share Angel Parsons' concerns with? Why did you choose Costa? 15 choose Costa? 16 A. Costa was Jane Smith's supervisor. 17 Q. Okay. Okay. And did you believe Costa would address the issue? 18 address the issue? 19 A. Yes. 20 Q. This will be a two-part question. At anytime did you address Jane about Angel Parsons' complaints? 21 did you address Jane about Angel Parsons' complaints? 22 A. I recall meeting at least once with Jane and, again, I don't remember if it was specific to Angel Parsons or not. 23 again, I don't remember if it was specific to Angel Parsons or not. 24 Parsons or not. 25 Q. Okay. That was going to be my second
35 1 the CEO, do you recall ever speaking with the CEO about— 2 about— 3 A. Yes. 4 Q. —the Angel Parsons' issue? 5 A. Well, not specifically about Angel, I don't think. Angel was not the only one complaining at The Women's Center, okay. So I did discuss with him, who would have been Jim O'Loughlin at the time, that we had had several concerns raised by employees at The Women's Center. 6 think. Angel was not the only one complaining at The Women's Center, okay. So I did discuss with him, who would have been Jim O'Loughlin at the time, that we had had several concerns raised by employees at The Women's Center. 7 Women's Center, okay. So I did discuss with him, who would have been Jim O'Loughlin at the time, that we had had several concerns raised by employees at The Women's Center. 8 would have been Jim O'Loughlin at the time, that we had had several concerns raised by employees at The Women's Center. 9 had several concerns raised by employees at The Women's Center. 10 Center. 11 Q. Now, I need a little bit more specifics. Angel is not the only one complaining at The Women's Center, but who — the complaints at The Women's Center were about whom? 12 Angel is not the only one complaining at The Women's Center, but who — the complaints at The Women's Center were about whom? 13 Center, but who — the complaints at The Women's Center were about whom? 14 were about whom? 15 A. Ms. Smith. And I don't have names. I'm sorry. 16 sorry. 17 Q. I understand. But those names, in your opinion, could be in the Compliance 360, right? 18 opinion, could be in the Compliance 360, right? 19 A. I doubt it. 20 Q. Okay. Okay. 21 A. Again, these were HR issues that they had concerns. I did make Mr. O'Loughlin aware of it, and he related to me that he had discussed with Costa about the issues over there and they were looking into it. 22 concerns. I did make Mr. O'Loughlin aware of it, and he related to me that he had discussed with Costa about the issues over there and they were looking into it. 23 related to me that he had discussed with Costa about the issues over there and they were looking into it. 24 the issues over there and they were looking into it. 25 Q. In your opinion, did you find that to be a	37 1 question, did you remember speaking to Jane about Angel, and then did you remember speaking to Jane about the complaints at The Women' Center that you had talked about? 2 Angel, and then did you remember speaking to Jane about the complaints at The Women' Center that you had talked about? 3 the complaints at The Women' Center that you had talked about? 4 about? 5 A. I think my meeting with Jane was more on a general basis and not individual specific. 6 general basis and not individual specific. 7 Q. Now, what prompted you to have this meeting with Jane? 8 with Jane? 9 A. Well, she came to see me. 10 Q. Oh, Jane came to see you? 11 A. Yes. Yes. 12 Q. Okay. Okay. Did she come to complain or? 13 A. Well, she came to talk about the investigations and what was going on and that kind of stuff. 14 investigations and what was going on and that kind of stuff. 15 stuff. 16 Q. So then when she came to see you, in your opinion, was she aware that employees were making complaints about her? 17 opinion, was she aware that employees were making complaints about her? 18 complaints about her? 19 A. Oh, yeah. Yes. 20 Q. Okay. And how were you — that's kind of definitive. You were like yes. How did — how do you - how were you made — how did you come to know that Jane knew that these employees were making complaints about her? 21 definitive. You were like yes. How did — how do you - how were you made — how did you come to know that Jane knew that these employees were making complaints about her? 22 - how were you made — how did you come to know that Jane knew that these employees were making complaints about her? 23 Jane knew that these employees were making complaints about her? 24 about her? 25 A. I mean she stated that she knew the

38 1 complaints were being made. 2 Q. Okay. Okay. And did she try to -- I guess, 3 I'm trying to figure out what was the purpose of coming 4 to you about the complaints. Was she trying to clear 5 her name, was she trying to gather more information or 6 what; you know, what was the tone of that meeting? 7 MS. CORN: Objection. 8 Q. Oh, you can still answer. 9 MS. CORN: I objected. 10 MS. CLARK: Yeah, I'm sorry. 11 MS. CORN: I'm just preserving it for the 12 record. You still go right ahead and answer it just 13 the same way. 14 MS. CLARK: I should have said that. I'm 15 sorry. 16 MS. CORN: Sorry. 17 A. Well, the meeting was, how do I put it, that 18 I was out to get her, okay, and I assured her that I 19 was not. That my involvement was receiving information 20 and that I had an open-door policy. People could come 21 talk to me and I would send it, and I assured her that 22 I was not out to get her, that I had taken no action, 23 didn't have the ability to take action against her so 24 that's how the meeting was. 25 Q. Okay.	40 1 Improvement Plan of Jane Smith." And, again, have you 2 ever seen this document before? 3 A. I have not seen the specific document but 4 some of the feedback I got from Costa said that they 5 had initiated a Performance Improvement Plan. 6 Q. Okay. 7 A. So, but I did not see the document. 8 Q. Okay. Okay. 9 A. I don't recall seeing it specifically. 10 Q. All right. So on this document, there is 11 three bullets or yes, three bullets and the first 12 bullet is about communication and in the bold it seems 13 to be the concern and the concern in the bold print is, 14 "Your staff says you show favoritism to certain 15 employees." From a compliance standpoint, what 16 reaction do you have when you get a complaint of 17 favoritism? 18 A. Well, all employees should be treated fairly, 19 have equal opportunity for shifts and that kind of 20 stuff. That would be of concern. 21 Q. From a compliance standpoint, is there any 22 problem or, excuse me, any concern with family members 23 working together? 24 A. Yes. From a hospital policy standpoint that 25 is an issue. Cannot supervisor an employee family
39 1 A. It was a little confrontational to start 2 with, but then it calmed down and we talked. 3 Q. Okay. Was that kind of meeting unusual for 4 you? 5 A. It's not the first time that type of meeting 6 has happened. I mean, when you're doing investigations 7 and the outcomes of those investigations can have an 8 impact on a person's job, their employment so yes, I 9 have had those types of meetings before with employees 10 and with some physicians so. 11 Q. Uh-huh. Did you report this meeting with 12 Jane to anyone? 13 A. I do not recall specifically whether I did or 14 not. 15 Q. Okay. All right. 16 PERFORMANCE IMPROVEMENT PLAN, CONSISTING 17 OF THREE (3) PAGES, MARKED FOR IDENTIFICATION AS 18 PLAINTIFF'S EXHIBIT NUMBER FIVE(5). 19 Q. I'm going to give you what's marked as 20 Plaintiff's 5. 21 MS. CLARK: Did I give you one? 22 MS. CORN: You did. 23 MS. CLARK: Okay. 24 MS. CORN: I checked. 25 Q. Okay. This is labeled "Performance	41 1 member. Discouraged family members working together as 2 hospital policy. 3 Q. Okay. And do you believe that that would 4 have been communicated to Jane Smith? 5 A. Yes. It would have been communicated, I 6 think, through the Code of Conduct and through the 7 employee handbook. 8 Q. Okay. All right. The second issue or, 9 excuse me, concern, "Your staff feels you discuss 10 personal performance issues with other staff when they 11 should be confidential between you and the person 12 receiving the feedback." From a compliance standpoint, 13 what concerns would you have with this? 14 A. Well, again, any supervisor knows you -- I 15 mean, one of the basics of being a supervisor is you do 16 not discuss those issues with others. If that was 17 happening, that would be a concern. 18 Q. Okay. The next bullet, just rolling right 19 along, "Staff believes you retaliate against employees 20 who disagree with you or who report their concerns 21 through other resources." Retaliation from a 22 compliance standpoint, what is your opinion on that? 23 A. Well, that's a big issue. 24 Q. Yeah. 25 A. Even with -- it says, for example, here it

42 1 gives Compliance Hotline. One of the selling issues on 2 your Compliance Hotline is there is no retaliation if 3 you make a call in good faith so that's stated in 4 policy, you know, so. 5 Q. Would that go against the Code of Conduct? 6 A. Yes. 7 Q. Retaliation? 8 A. Yes. 9 Q. Did you feel any retaliation when Jane met 10 with you and accused you of being out to get her? 11 A. No. 12 Q. Okay. All right. And then the rest of this 13 appears to be kind of, I guess, the plan that goes into 14 place to try to address the behavior? 15 A. If I recall correctly, they would -- form my 16 feedback from Costa, they would meet weekly. I don't 17 know if that's stated in here. 18 Q. On the third page under "Personal Improvement 19 Plan Input and Suggestions," it looks like the second 20 bullet talks about that, "You and I will meet on a 21 weekly basis." 22 A. Okay. 23 Q. Do you know whether or not that happened? 24 A. I do not know if they-- 25 Q. Kind of followed--	44 1 that one had been initiated and that Costa had met with 2 and, specifically, the reason Compliance would be 3 involved would be the third bullet there, 4 "Retaliation." 5 Q. Uh-huh. All right. 6 A. And I think this was appropriate action to 7 take to initiate a Performance Improvement Plan. 8 Q. Did you feel -- do you have an opinion as to 9 whether or not termination would have been warranted 10 based on these three bullets? 11 A. Well, first for any disciplinary action, you 12 would have to validate those were, in fact, true. Some 13 of these pretty hard to prove. 14 Q. Okay. So, in your opinion, would you like to 15 have proof before you recommend termination of any 16 employee? 17 A. Oh, yeah, for any issue. 18 Q. For any issue. Yeah. Okay. 19 A. I may have a lot of faith in you, but I don't 20 know whether your word is going to take to get somebody 21 terminated, okay. 22 Q. We have, we have a similar mind set. We have 23 a similar -- I don't trust anyone either. All right. 24 A. It's not that I don't trust you, it's just-- 25 Q. We've been around long enough to know, right?
43 1 A. --met every week, but I do recall at least 2 some feedback from Costa that they had met, again, not 3 in detail but. 4 Q. Now, we talked very early on when we first 5 began, we talked about there would be times when you 6 would discuss issues with Corporate Compliance or the 7 CEO, and you would sometimes make a recommendation or 8 share your opinion, do you recall us talking about 9 that? 10 A. Yes. 11 Q. Okay. And so I know you haven't seen this 12 before, I know this is -- you're just seeing this now. 13 If you were still the Hospital Compliance and Privacy 14 Officer and you see these concerns that are listed on 15 the first page about an employee, what kind of 16 recommendation would you make regarding this kind of 17 employee? 18 A. I'm pretty sure we discussed this. 19 Q. Oh, okay. 20 A. The fact that-- 21 Q. Can I pause you real quick? Who is the we? 22 A. Corporate Compliance. 23 Q. And you? 24 A. Yeah. The Performance Improvement Plan, I do 25 recall sending periodic updates to them on the fact	45 1 All right. Okay. And so based on this document, the 2 Performance Improvement Plan, would it be your opinion 3 that these are more of concerns that haven't been 4 investigated? 5 A. With this Performance Improvement Plan and 6 any is you look at that person, whether it's a manager 7 or an employee, you think they have potential, you 8 think they will be a good asset for the facility; 9 however, there are areas where they could improve and 10 become a better employee, so you map out a Performance 11 Improvement Plan. Now, if they don't measure up to 12 that, then there's other things you do is that down the 13 road maybe termination. I don't know. I mean, that's 14 the purpose of the Performance Improvement Plan is to 15 hopefully get that person on the bus and become a 16 productive employee for the organization. 17 Q. Okay. All right. At anytime did you come to 18 a point where you gave input or made a recommendation 19 that Jane Smith should be fired? 20 A. No. 21 Q. Okay. Were you at some point informed of 22 Jane Smith's separation? 23 A. Yes, but my -- the way I was informed was the 24 way, if I recall correctly, all the managers were that 25 an email went out that she's no longer with us and the

46 1 new interim or whatever is so-and-so effective this 2 date. 3 Q. Okay. And at this point, Costa was not 4 updating you on the separation of Jane Smith? 5 A. Well, no, but, again, I saw that she— 6 Q. Right. And I should have asked that 7 differently. 8 A. ---left the facility. 9 Q. Costa didn't update you on the separation 10 reason for Jane Smith? 11 A. No. No. Costa didn't say -- and I don't 12 know why Jane Smith was -- you know, you look at those 13 things and you see they're no longer here. It may have 14 been an option. She may have decided to look somewhere 15 else. I don't know. 16 Q. Okay. And, Mr. Hunter, how did you come to 17 leave your position as Hospital Compliance and Privacy 18 Officer? 19 A. Well, I come to leave because the hospital 20 decided to do some cost-saving measures and eliminated 21 that position along with some others which was a good 22 thing for me, 'cause I got to retire. 23 Q. That's right. Nothing wrong with that. 24 Okay. And do you still have any kind of access to 25 Compliance 360?	48 1 Q. Okay. Do you know how Jane became aware of 2 that meeting? 3 A. No, I do not know how. 4 Q. Okay. 5 A. I can make a guess but that's the only thing 6 it would be. No, I do not know. 7 Q. Well, I'm interested in your guess. Can you 8 guess for me? 9 A. Well, I'm pretty sure Costa would have been 10 the one and if I had of been in Costa's position, I 11 probably would have done the same thing. 12 Q. And for what purpose to? 13 A. You have a manager that works for you and 14 there's issues being said about that manager so I'd 15 say, yeah, I have -- some of your employees want to 16 talk to me about you. So, yeah, what's going on? 17 Q. Right. Okay. Now, even though you were 18 Hospital Compliance and Privacy, at anytime did you 19 take a position that employees should not come to you 20 for employee matters? 21 A. No. Well, I had never took the position they 22 should not come to me. Now, if it was an employee 23 matter, I would refer them somewhere else and said this 24 is an HR issue; this is a supervisor issue and let's 25 let them address the issue.
47 1 A. No. 2 Q. Okay. 3 A. No. 4 Q. Okay. And do you know if the things that are 5 in -- that are put into Compliance 360, do you know if 6 they are archived after a certain number of years? 7 A. Yes. 8 Q. So when you— 9 A. I mean, they are in there. 10 Q. Okay. 11 A. They are in there. 12 Q. That's what I wanted to know. Okay. All 13 right. If you all will just give us a moment, we're 14 going to just step out here maybe across the hall and 15 take a quick break. 16 (OFF-THE-RECORD BREAK) 17 MS. CLARK CONTINUES EXAMINATION: 18 Q. All right, we're back on the record now. One 19 question for you, Mr. Hunter, referring to Plaintiff's 20 Exhibit 3, the email where Jane wants to share concern. 21 Now, the meeting -- when you set up the meeting or, 22 excuse me, contacted Costa and, you know, asked her to 23 meet with Angel, did you contact Jane also to let her 24 know that there was a meeting? 25 A. No.	49 1 Q. Now, what about if the employee issue or the 2 supervisor issue involved Code of Conduct issues with-- 3 A. Well-- 4 Q. Go ahead. 5 A. A violation of the Code of Conduct would be a 6 compliance issue but included in that Code of Conduct 7 are a lot of things that are HR issues so. 8 Q. And so how would you resolve that, would that 9 still be forwarded to HR-- 10 A. Yes. 11 Q. --or would you keep it? 12 A. Yeah. 13 Q. It would still be forwarded to HR? 14 A. Yeah. 15 Q. Okay. Okay. Now, that meeting that Jane had 16 with you to discuss the allegations against her, why 17 didn't you follow up on that meeting with Jane or 18 report it to anyone that she came to you? 19 A. Well, mainly because this is another manager 20 coming to talk to me which from time to time as a 21 manager you may have a disagreement with another 22 manager and you sit down and you discuss those issues 23 and you don't refer it up. So it was just a matter of 24 two employees, two managers sitting down, do you have a 25 problem with me, if so, what is it type thing.

50 1 Q. All right. 2 A. So I did not report it to anyone else. 3 Q. Okay. That's fair. Now, Angel Parsons 4 communicated to you or represented to you somehow that 5 she was not comfortable going to Tammy. 6 A. I believe she did. 7 Q. Okay. And so to you, was that, in your 8 opinion, problematic that if Tammy and one of her — 9 one of the directors had a friendship outside of work, 10 is that a clear question? 11 A. No. 12 Q. No? Okay. So if Tammy in the HR role had an 13 outside friendship with Jane, in a director role, was 14 that problematic to you, in your opinion, from a 15 compliance standpoint? 16 A. I hope not, no. 17 Q. Okay. 18 A. I mean, if that was the case, then the HR 19 Director could not have a friendship with any manager 20 or employee in the organization. Now, it becomes a 21 problem when that friendship affects a person's 22 performance and the actions they take. That's when it 23 becomes a problem. If that friendship affects how the 24 HR Director responds to someone who works for that 25 person, that would be a problem.	52 1 with this exhibit. There we are. We talked about 2 several exhibits that Plaintiff's attorney have 3 provided to you and we looked at the Performance 4 Improvement Plan for Jane Smith and I think you said 5 that you had never — you were not involved in writing 6 that, is that correct? 7 A. That's correct. 8 Q. Okay. And you were not involved in any 9 employment decisions regarding — related to Jane 10 Smith? 11 A. No. 12 Q. Okay. And you weren't involved in any 13 employment decisions related to Ms. Parsons? 14 A. No. 15 Q. Okay. And when Ms. Parsons, as we talked 16 about, you recalled her coming to you with some 17 complaints. Was it unusual for you to receive 18 complaints that were not strictly compliance related? 19 A. No. 20 Q. Okay. 21 A. And if I could clarify a little bit? 22 Q. Sure. 23 A. Typically, an employee may come and say I 24 have some concerns that I'd like to talk to you about, 25 and I would say, okay, I'd be glad to listen to those
51 1 Q. Do you recall an employee by the name of 2 Rochelle Taylor, and I think her nickname might have 3 been Rocky, Rocky Taylor? 4 A. I remember the name, yes. 5 Q. Do you remember there being a complaint or 6 any kind of issues with Ms. Taylor? 7 A. I believe they were, yes. 8 Q. Would that have been— 9 A. But I don't remember the details— 10 Q. Okay. 11 A. —other than the fact I think she was in The 12 Women's Center. 13 Q. Do you recall whether or not you included 14 that in Compliance 360? 15 A. I do not recall. 16 Q. Okay. All right. Did Ms. Taylor ever 17 communicate to you that she did not feel comfortable 18 going to Tammy, going to HR? 19 A. I don't recall that. 20 Q. Okay. All right, I don't have any further 21 questions. Answer any questions that she has. 22 MS. CORN: All right. Thank you. 23 CROSS EXAMINATION BY MS. CORN: 24 Q. I probably just have a few questions just to 25 clarify one or two things as we move on. Let's start	53 1 and if they are not compliance or HIPPA related, we'll 2 find out who to send them to. 3 Q. Okay. And that was kind of in your role as 4 just I want to make sure everyone reports what they 5 feel they want to report and I'll send you wherever it 6 needs to be or I'll take care of it? 7 A. It's also at an issue of, again, getting 8 back, I think I said we emphasized, you have an 9 obligation to report issues and you need to report 10 those to people you feel comfortable talking with and 11 sometimes it would start out — the conversation may 12 start out with a supervisor issue, but somewhere during 13 that conversation all of the sudden the comments made, 14 and I'm just using this as an example, it's not 15 something that happened here, they may say they are 16 changing the billing records. Then it becomes a 17 compliance issue. So you sit, you listen, you go 18 through, you try to help them employee and direct them 19 to where they can get their questions answered. 20 Q. Okay. So you wanted to make sure that 21 employees weren't, I guess, editing their concerns just 22 'cause they didn't know where to go? You wanted to 23 make sure they had an opportunity to tell you 24 everything? 25 A. Well, I — yeah.

54 1 Q. Okay. 2 A. Yeah. 3 Q. Okay. And was it— 4 A. Sometimes it was out of frustration. They 5 didn't know where to go to voice their concerns. 6 Q. Would you agree that every concern that was 7 brought to you by employees was not necessarily 8 validated? 9 A. Oh, yes. I would agree to that. 10 Q. Okay. And so sometimes even though you would 11 look into a complaint, it turned out there wasn't — 12 there weren't any further actions for you to take? 13 A. That's correct. 14 Q. All right. And I think you said that you had 15 heard about — you don't recall the details, but you 16 had heard about some complaints regarding HIPPA and 17 Jane Smith, maybe? 18 A. I heard that there had been an issue and I 19 think here — well, somewhere in here it refers to 20 being escorted out of the building seven years prior 21 but — I had heard there had been a HIPPA issue, a 22 privacy — well, that would have been before the 23 enactment of HIPPA, but we always had privacy rules. 24 And it's pretty hard to go back and validate things 25 that happened three, four, five, six years prior so.	56 1 STATE OF SOUTH CAROLINA) 2 COUNTY OF DARLINGTON) CERTIFICATE 3 I, Laura W. Little, Verbatim Reporter and Notary 4 Public in and for the State of South Carolina, certify 5 that I did have Harold Hunter, Jr., appear before me at 6 9:45 a.m. on the 19th day of February, 2014 at 7 Carolinas Hospital, Administrative Conference Room, 8 1594 Freedom Boulevard, Florence, South Carolina; that 9 the witness was duly sworn and cautioned to tell the 10 truth, the whole truth, and nothing but the truth; that 11 the foregoing pages constitute a true and accurate 12 transcript of his testimony given at that time and 13 place. 14 I certify that I am not of counsel or kin to any 15 of the parties, nor am I interested in any manner in 16 its outcome. 17 IN WITNESS WHEREOF I have hereunto set my hand and 18 seal this the 24th day of March, 2014. 19 20 _____ 21 Laura W. Little, Verbatim Reporter 22 Notary Public, State of South Carolina 23 My Commission Expires September 21, 2015 24 25
55 1 Q. But hearing about that, did you -- you didn't 2 validate it any further or you were unable to validate 3 it any further? 4 A. I believe I asked around and may have gone -- 5 well, I did. I'm pretty sure I went to Tammy Dickerson 6 and said, "Is there anything in Jane Smith's personnel 7 record about a HIPPA violation or a privacy violation," 8 which there was not, so I do recall doing that. 9 Q. Okay. Okay. I think that's -- that is all I 10 have for you. I appreciate it. Again, I appreciate 11 you coming. 12 A. Sure. 13 MS. CLARK: All right. Nothing further. 14 Thank you for your time. 15 (DEPOSITION CONCLUDED AT 11:10 A.M.) 16 17 18 19 20 21 22 23 24 25	

Exhibit E

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF FLORENCE) TWELFTH JUDICIAL CIRCUIT
C/A NO. 2012-CP-21-3016

Angela Parsons,

Plaintiff,

-vs-

Jane Smith and QHG of South
Carolina, d/b/a Carolinas
Hospital System, and
Carolinas Hospital System,

Defendants.

DEPOSITION OF:
VIRGINIA ROGERS JOHNSON

Deposition of VIRGINIA ROGERS JOHNSON taken
before Laura W. Little, Verbatim Reporter and Notary
Public in and for the State of South Carolina, at the
Carolinas Hospital System, Administrative Conference
Room, 1594 Freedom Boulevard, Florence, South Carolina,
commencing at 4:25 p.m. on the 23rd day of April, 2014.

Laura W. Little
Laura Little Reporting Service
Post Office Box 710
Darlington, South Carolina 29540
843-393-6466

2 1 APPEARANCES OF COUNSEL: Attorney for Plaintiff: 2 Pheobe A. Clark, Esquire Wukela Law Firm 3 Post Office Box 13057 Florence, South Carolina 29504 4 5 Attorney for Defendants: Elizabeth S. Corn, Esquire 6 Hall Booth Smith, PC 40 Calhoun Street, Suite 550 7 Charleston, South Carolina 29401 8 In Attendance: 9 Angela Parsons 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25	4 1 STIPULATIONS 2 Prior to the giving of any testimony by the 3 witness, it was expressly stipulated and agreed between 4 the parties to this action, through their respective 5 counsel, that 6 By Notice and/or Consent, said deposition is being 7 taken in accordance with Rule 30 of the South Carolina 8 Rules of Civil Procedure, which shall control the 9 taking of said deposition and its use thereof; 10 Said deposition shall be taken for the purpose of 11 discovery and/or for use as evidence in the above 12 entitled action, or for both purposes; 13 That all objections would be reserved until the 14 time of the trial except as to the form of the 15 question; 16 Reading and signing of the transcript of testimony 17 by the witness was waived. 18 19 20 21 22 23 24 25						
3 1 INDEX ===== 2 PAGE-LINE Direct Examination by Ms. Clark..... 5-4 3 Cross Examination by Ms. Corn..... 23-24 4 5 6 7 8 9 10 PLAINTIFF'S EXHIBITS ===== <table border="1"> <thead> <tr> <th>NUMBER</th> <th>DESCRIPTION</th> <th>PAGE-LINE</th> </tr> </thead> <tbody> <tr> <td>11 1</td> <td>Nursing Service Time Schedule</td> <td>18-9</td> </tr> </tbody> </table> 12 13 14 15 16 Court Reporter's Note: --Indicates Interruption; 17 --Indicates Incomplete Phrases or Sentences. 18 19 20 21 22 23 24 25	NUMBER	DESCRIPTION	PAGE-LINE	11 1	Nursing Service Time Schedule	18-9	5 1 VIRGINIA ROGERS JOHNSON, 2 after being first duly affirmed to tell the truth, was 3 deposed and testified as follows: 4 DIRECT EXAMINATION BY MS. CLARK: 5 Q. All right, Ms. Johnson, I am Pheobe Clark, 6 and I represent Angel Parsons in this lawsuit that we 7 have against Carolinas. Have you ever participated in 8 a deposition before? 9 A. Yes, ma'am. 10 Q. Okay. Good. So you know that one of us 11 should be talking while the other one kind of just 12 pauses-- 13 A. Yes. 14 Q. --so that we don't speak over. If I ask a 15 question that's not clear, just let me know and I'll 16 rephrase it and unless advised by counsel, if an 17 objection is made, I'd still like you to answer the 18 question for me. 19 A. Okay. 20 Q. Okay. All right. Have you taken any 21 medication that would influence your ability to 22 understand my questions today? 23 A. No, ma'am. 24 Q. Okay. And, Ms. Johnson, is your nickname 25 Jenny?
NUMBER	DESCRIPTION	PAGE-LINE					
11 1	Nursing Service Time Schedule	18-9					

6 1 A. Yes, ma'am. 2 Q. Okay. And what is your current job title? 3 A. I'm a Registered Nurse at The Women's Center. 4 Q. Now, within The Women's Center, are you given 5 any kind of title as far as scheduling? 6 A. I am one of the charge nurses, and I also do 7 the schedule. Yes, ma'am. 8 Q. Okay. How long have you been the charge 9 nurse? 10 A. Ten or twelve years. 11 Q. Okay. And how long would you say you have 12 been doing the schedule? 13 A. Four years. 14 Q. Now, when you say that you do the schedule, 15 talk to me about what it is that you do? 16 A. I do the schedule. I mean, I schedule 17 everybody's time for the four-week time period. 18 Q. Okay. And so when you began, do you begin 19 with a list of all the employees within The Women's 20 Center? 21 A. Within the nursery. 22 Q. Okay. 23 A. And I have a list of them, and then, of 24 course, I have everybody's request like what they want 25 off, and then, you know, we have certain employees that	8 1 Q. Okay. Do you recall working in The Women's 2 Center when Jane Smith was the Director? 3 A. Yes, ma'am. 4 Q. And when Jane Smith was the Director, would 5 you submit the schedule to her? 6 A. Yes, ma'am. 7 Q. And what would she do when she received the 8 schedule? 9 A. Change it. 10 Q. Okay. Did she ever tell you that you were 11 doing anything wrong? 12 A. No, ma'am. 13 Q. Okay. How would that, how would that make 14 you feel when she would change it after you had done 15 the work so to speak? 16 MS. CORN: Object to the form. 17 Q. You can still answer? 18 A. It just -- I just wondered why I was doing it 19 if she was going to change it. 20 Q. Okay. Did she explain to you why she was 21 making the changes? 22 A. Not usually. 23 Q. How would you know that the schedule had been 24 changed from what you had originally done? 25 A. I always kept a copy.
7 1 work every other weekend, so we'll, you know, go ahead 2 and put that down. It's kind of like the basis, the 3 easy part of it, and then you just kind of fill in from 4 there. 5 Q. Okay. All right. Now, the people that were, 6 I think you said, every other weekend? 7 A. Yes, ma'am. 8 Q. Is that something that they requested to you? 9 A. No, ma'am. It's kind of what we've always 10 done. 11 Q. Okay. Okay. And once you finish filling in 12 the schedule so to speak, do you have to get it 13 approved by anyone? 14 A. I have to submit it to the Director; yes, 15 ma'am. 16 Q. And after the Director gets it -- who is your 17 current Director? 18 A. Jessamine Baker. 19 Q. And when you submit it to Baker, what does 20 Baker do with it? 21 A. She makes sure everybody has their allotted 22 time, all the shifts are covered; the skill sets -- a 23 good skill set as far as strength and if she's 24 satisfied with it, she signs off on it and dates it and 25 puts it out.	9 1 Q. Okay. Are you aware of employees who are on 2 PRN status; are you familiar with what that means? 3 A. Yes, ma'am. 4 Q. Okay. And as PRN status, were you aware of 5 the minimum number of hours that the PRN employees 6 needed? 7 A. Yes and no. 8 Q. Okay. And if you could-- 9 A. I mean I -- most of our PRN people, they 10 wanted -- they would tell you I -- if you -- I want two 11 shifts a month or I like to work every other weekend or 12 they kind of told you what they wanted to work. As far 13 as what they had to work to maintain their status, by a 14 policy, no, I don't. I did not know that, but that 15 usually wasn't an issue, because our PRN nurses wanted 16 to work, you know, several times a month at least. 17 Q. Was it a problem for you trying to give the 18 PRN people hours to work? 19 A. Not usually. 20 Q. Okay. Were there enough hours to go around? 21 A. Yes, ma'am. Especially, during like the 22 holidays and, you know, summertime during vacations and 23 stuff. 24 Q. Okay. So if it's true that the PRN policy 25 was that the employee was to work twelve hours over

10 1 four weeks, if that was the policy to work twelve hours 2 over four weeks, in your opinion, would that be hard to 3 give -- get a PRN person twelve hours over four weeks? 4 MS. CORN: Object to the form. 5 Q. You can answer it. 6 A. No, ma'am. 7 Q. Okay. Have -- was there ever a time when 8 Angel Parsons was placed on the schedule and Jane Smith 9 would take her name off? 10 A. I don't know that she was taken off. I think 11 she was always added to be the fourth nurse and that's 12 a -- that was a guarantee that she was not going to 13 work. 14 Q. Okay. So what does that mean, to be the 15 fourth nurse? 16 A. To have four nurses scheduled, we don't ever 17 need four nurses, we only need three and a lot of 18 times, we don't need three, you're called off on low 19 census, because the census doesn't have the need for 20 that many nurses so if there -- if there was ever a day 21 there were four people was scheduled, somebody was 22 always going to be called off and it's always your PRN 23 person first. 24 Q. Okay. Now was Angel Parsons made the fourth 25 person because she was PRN?	12 1 All right. Now, do you recall a time when Angel would 2 call The Women's Center trying to get on the schedule? 3 A. Yes. 4 Q. And were -- did she ever call you directly? 5 A. She never called me directly; no, ma'am. 6 Q. Okay. 7 A. But I know that other people actually called 8 her and, you know, wanted to -- 'cause she was always 9 good. I mean, she was one of our PRN nurses that would 10 work extra or, you know, if something exciting came up 11 and I needed the weekend off, "Hey, Angel, I'm going 12 out of town, can you cover," and if she didn't have 13 anything planned she'd gladly, you know, cover. 14 Q. Okay. Did you take -- make note of that -- 15 well, let me rephrase that. Knowing that Angel Parsons 16 was calling trying to get on the schedule, did you then 17 pay attention to your schedule and try to make sure she 18 was scheduled for some hours? 19 A. I always had Angel scheduled for at least two 20 shifts a month. 21 Q. Okay. When Jane Smith would make changes to 22 the schedule, would she take away those two shifts? 23 A. Oh, she would make her the fourth person on 24 those two shifts. 25 Q. Do you recall Jane Smith doing that to any
11 1 A. I don't think so. 2 Q. Okay. I'm sorry, go ahead. Did you want to 3 say something? 4 A. I want you to rephrase that question. I 5 don't know that I'm -- I don't know that I answered it. 6 Like? 7 Q. Okay. All right. Well, I'm understanding 8 you to say that she was always added to be the fourth 9 nurse, so I understand that to mean that there was a 10 nurse one, two, three, four assigned? 11 A. Right. 12 Q. So, I get -- my question was, was nurse three 13 sometimes a PRN person and four a PRN person? 14 A. No. 15 Q. No? 16 A. Four was always -- she was always PRN. 17 Q. Okay. 18 A. One, two, three are always full time. 19 Q. Okay. 20 A. And the four -- when she was added, she was 21 the fourth and that's PRN. 22 Q. Okay. So one, two and three were always full 23 time, and then the PRN was added as number four? 24 A. Yes, ma'am. 25 Q. Okay. Yes, that does clarify that for me.	13 1 other PRN employees? 2 A. No, ma'am. 3 Q. So other PRN employees would not necessarily 4 be the fourth person on the shift? 5 A. No, ma'am. 6 Q. Did Jane Smith explain to you why she was 7 doing this? 8 A. No, ma'am. 9 Q. In your opinion, was it a noticeable 10 difference between the way Jane Smith was scheduling 11 Angel Parsons and the way Jane Smith was scheduling 12 other PRN employees? 13 MS. CORN: Object to the form. 14 A. Yes, ma'am. All of the full-time employees' 15 schedule were changed to accommodate other PRN people. 16 Q. Can you name any other PRN people who were 17 accommodated? 18 A. Karen McCutcheon. 19 Q. All right. You said something interesting in 20 the beginning about the fact that the schedule would 21 kind of be reviewed to make sure the skill sets -- 22 A. Yes, ma'am. 23 Q. -- were in the right place? 24 A. Yes, ma'am. 25 Q. For Angel Parsons, do you recall Jane Smith

14 1 ever wanting Angel to work in -- excuse me, work 2 without postpartum training? 3 MS. CORN: Object to the form. 4 Q. And maybe I need to rephrase that. Is it a - 5 - first of all, is there a Postpartum Department? 6 A. Yes, ma'am. 7 Q. Okay. And, typically, when you schedule 8 Angel Parsons, did you schedule her to work in the 9 Postpartum Department? 10 A. No, ma'am. She was a special care, level 11 two, newborn nursery nurse. 12 Q. Oh, okay. 13 A. She was not a postpartum nurse. 14 Q. Okay. So then do you ever recall a time 15 where Jane Smith wanted Angel Parsons to work in the 16 Postpartum Department? 17 A. I heard that she was going to be pulled to 18 work postpartum, but I was -- did not witness that. 19 Q. Okay. You did -- did you ever witness Jane 20 Smith calling Angel and saying I'm going to place you 21 in the postpartum? 22 A. I was actually in the nursery one day she did 23 call her, but I did not hear the conversation. I was 24 in the back of the nursery taking our babies and she 25 was at the front of the nursery.	16 1 Q. Did she, did she explain why? 2 A. Not to my knowledge. 3 Q. Okay. But she'd never told you that? 4 A. No, ma'am. 5 Q. And did she ever tell you specifically not to 6 give Angel any hours? 7 A. No, ma'am. And she was made aware every time 8 I turned my schedule in that Angel wanted two shifts a 9 month, days or nights. 10 Q. Okay. And how do you know that she was 11 aware? 12 A. I told her. 13 Q. Okay. Did you ever come to a point that you 14 can recall where you noticed that Angel wasn't -- 15 hadn't been working? 16 A. Yes. 17 Q. And what did you do when you kind of realized 18 that? 19 A. I'd call her to make sure she still wanted 20 time. 21 Q. Right. And what did she tell you? 22 A. "Yeah, I want time." That's when she said, 23 "I'll take nights if you have nights," so she said, "I 24 want two shifts a month." 25 Q. Have you ever, Ms. Johnson, had to -- excuse
15 1 Q. Okay. Okay. Was there any kind of rule that 2 you knew of regarding employees wanting to maybe switch 3 shifts or give their shifts to somebody else? Was there 4 any kind of policy that you're aware of? 5 A. The only thing that I was aware of is that 6 you had -- if you switched a shift with someone, it had 7 to be of equal strength as yourself. 8 Q. Okay. So, for example, and you tell me if 9 I'm right, so then Angel being qualified where she was, 10 she couldn't switch with a postpartum person to come 11 and work in her area? 12 A. No, ma'am. 13 Q. Right. Okay. So, are you aware of any 14 policy that prohibits a nurse from calling a PRN 15 employee to come and work for them? 16 A. Are we talking now or are we talking then? 17 Q. I'm sorry. We are talking during the time 18 that Jane Smith was the Director. I'm sorry. 19 A. No, ma'am. 20 Q. Do you recall any time where Jane Smith told 21 any of you not to call Angel to come into work? 22 A. She didn't personally tell me that. 23 Q. Okay. 24 A. But I heard that she told other employees 25 that	17 1 me. Ms. Johnson, have you ever made any complaints 2 about Jane Smith? 3 A. No, ma'am. 4 Q. Did you have any complaints about Jane Smith 5 that you didn't verbalize at the time? 6 A. Yes, ma'am. 7 Q. And what -- what were some of the concerns or 8 complaints that you had about Jane Smith? 9 A. (No response) 10 Q. Do you not feel comfortable discussing that 11 today? 12 A. I would rather not if that's okay. 13 Q. Okay. Is there any reason why you don't feel 14 comfortable today talking about that? 15 A. I mean, I still work here. 16 Q. Okay. You said you've been -- how long would 17 you -- how long have you been with Carolinas? 18 A. June 5th, nineteen years. 19 Q. Okay. So, do you recall or have any 20 knowledge about Jane Smith and her interaction with 21 E.W.? 22 MS. CLARK: I want to go off the record real 23 quick. 24 (OFF-THE-RECORD DISCUSSION) 25 MS. CLARK CONTINUES:

18 1 Q. All right. So, now do you have any knowledge 2 about Jane Smith and her interaction with E.W.? 3 A. I heard about it. 4 Q. Okay. 5 A. But I don't know it firsthand. 6 Q. Okay. All right. 7 MS. CLARK: And just one other thing, I'd 8 like to mark this if I could. 9 NURSING SERVICE TIME SCHEDULE, CONSISTING 10 OF TWELVE (12) PAGES, MARKED FOR IDENTIFICATION 11 AS PLAINTIFF'S EXHIBIT NUMBER ONE(1). 12 Q. And I'm giving you what's marked as 13 Plaintiff's 1 and are you familiar with what this 14 document is? 15 A. It's our schedule. 16 Q. All right. And you see the dates up there? 17 It should start with -- what date does yours start 18 with? 19 A. August 1st, 2010. 20 Q. Okay. And typically is this the schedule or 21 is this the type of schedule that you would complete? 22 A. Yes, ma'am. 23 Q. And I'd like to look at the schedule for 24 March 13th through April 9th, 2011. 25 A. Okay.	20 1 the 12th and another for her on, I guess, May 5th? 2 A. And the 7th. 3 Q. And May 7th. Okay. Now, that goes down to 4 just three. I mean, is it typical that it varies that 5 much, the schedule would vary that much? 6 A. It can; yes, ma'am. 7 Q. Okay. Okay. And then if we look at May 8th 8 through June 4th, Angel Parsons is not listed on -- or, 9 excuse me, I don't see that she's written, you know, 10 for a 7A or a 7P at all. Now, is that typical that 11 Jane -- excuse me, Angel would not be on the schedule 12 at all? 13 MS. CORN: Object to the form. 14 A. I didn't do this schedule. This isn't my 15 handwriting. 16 Q. Okay. Okay. And what if one of your, you 17 know, workers here was going out on vacation, would 18 that-- 19 A. It would say "vacation." 20 Q. Okay. And are you familiar with the "SR" 21 label? 22 A. "Special Request." 23 Q. Okay. And so if this had been a time that 24 Ms. Parsons was on vacation or something, typically 25 would you have an SR?
19 1 Q. And if there is a Bates stamp, it should say 2 Carolinas Hospital 01292 in the -- down here. So the 3 March 13th through-- 4 A. Through April 9th. 5 Q. --April 9th? 6 A. Okay. 7 Q. And so Angel Parsons is listed on this 8 schedule? 9 A. Yes, ma'am. 10 Q. And, you know, I see some lettering over, I 11 guess, the initial times that she was scheduled to 12 work. 13 A. Right. 14 Q. And so that LC? 15 A. Is "low census with call." 16 Q. Okay. And, I think, that continues a little 17 bit throughout the schedule for Angel Parsons' time. 18 Now, in your opinion or to the best of your 19 recollection, would this be the kinds of hours that 20 Angel Parsons would get on a schedule? 21 A. Yes, ma'am. 22 Q. Okay. And then if you'd go to the April 10th 23 through May 7th? It should be, I think, the next page 24 probably. We come again and we look at Angel Parsons, 25 and we see one schedule for her. It appears to be on	21 1 A. Oh, most definitely; yes, ma'am. 2 Q. Okay. To the best of your recollection, has 3 there ever been a time that you would have done the 4 schedule and not given Ms. Angel Parsons any hours at 5 all? 6 A. That could have happened but if it did 7 happen, it was very rare but at the same time, we 8 didn't worry about it, because we knew that she'd get a 9 100 phones from us wanting her to work our time. 10 Q. Okay. And at some point or do you even 11 remember when you became aware that Jane Smith was 12 saying don't call Angel? Do you remember, you know, 13 under what circumstance you may have become aware about 14 that? 15 A. I think I just heard somebody talking about 16 it because they wanted their time covered, but I didn't 17 know why or what had instigated it. 18 Q. And if they wanted their time covered, would 19 they -- would they have been coming to you? 20 A. No, ma'am. The schedule was already out. 21 Q. Would have already been done. 22 A. And somebody, I think, wanted a day off or a 23 shift off, so they were going to see if she would work 24 it for them. 25 Q. And do you remember who that was?

22 1 A. No, ma'am. 2 Q. Okay. All right. 3 MS. CLARK: Well, I'm going to -- if y'all 4 give me a minute, I'll take her out here for a second 5 and we'll come right back. 6 MS. CORN: Okay. 7 (OFF-THE-RECORD BREAK) 8 MS. CLARK CONTINUES: 9 Q. We're back on the record, and I just have two 10 more questions for you. 11 A. Okay. 12 Q. Now, we were talking about the schedule being 13 made and when you would make the schedule, would you 14 typically schedule three people to work or four people 15 to work? 16 A. Three. I never scheduled four people to 17 work, because we didn't need four people. 18 Q. Okay. So if Jane Smith made Angel Parsons 19 the fourth person to work, then that means she also 20 added somebody as the third person and pushed Angel 21 down to the fourth? 22 MS. CORN: Object to the form. 23 A. Yes. 24 Q. So if you had full time, full time, PRN, then 25 Jane Smith would add full time, full time, full time,	24 1 you weren't comfortable answering a question because 2 you still work here. I just wanted to confirm with you 3 that I certainly haven't and no one has told you that 4 this has any effect on your job what you say here or 5 don't say here, is that right? 6 A. I haven't talked to anybody. 7 Q. Right, but I'm just saying I have not told 8 you to worry about anything? I hope no one else has 9 either. 10 A. No, but I just -- but I just do. 11 Q. No, I understand. I just wanted to make sure 12 that it was clear that no one had told you this at all 13 affected your position. Okay. Good. All right, that 14 was all. Thanks. 15 A. Okay. 16 (DEPOSITION CONCLUDED AT 4:55 P.M.) 17 18 19 20 21 22 23 24 25
23 1 then PRN? 2 A. Yes. 3 Q. And do you recall that happening for any 4 other person that you had had in the PRN slot as number 5 three? 6 A. No, ma'am. 7 Q. Now, in terms of skill level, do you recall 8 Angel Parsons' skill level in terms of being able to, 9 you know, work other people's shift? 10 A. Most definitely. She's one of the stronger 11 nurses we had. 12 Q. So then in your opinion, would Angel have 13 been able to take many people listed there -- would 14 Angel have been able to take many people's shifts if 15 needed? 16 A. Yes, ma'am, and charge if she needed to. 17 Q. Oh, okay. All right. Nothing further from 18 you, Ms. Johnson. Thank you. 19 A. Thank you. 20 MS. CORN: I'm not-- 21 MS. CLARK: Oh, I'm sorry. 22 MS. CORN: I might have a couple. I get a 23 chance, too. 24 CROSS EXAMINATION BY MS. CORN: 25 Q. I just wanted to confirm. You said earlier	25 1 STATE OF SOUTH CAROLINA) 2 COUNTY OF DARLINGTON) CERTIFICATE 3 I, Laura W. Little, Verbatim Reporter and Notary 4 Public in and for the State of South Carolina, certify 5 that I did have Virginia Rogers Johnson appear before 6 me at 4:25 p.m. on the 23rd day of April 2014 at 7 Carolinas Hospital System, Administrative Conference 8 Room, 1594 Freedom Boulevard, Florence, South Carolina; 9 that the witness was duly sworn and cautioned to tell 10 the truth, the whole truth, and nothing but the truth; 11 that the foregoing pages constitute a true and accurate 12 transcript of her testimony given at that time and 13 place. 14 I certify that I am not of counsel or kin to any 15 of the parties, nor am I interested in any manner in 16 its outcome. 17 IN WITNESS WHEREOF I have hereunto set my hand and 18 seal this the 16th day of May, 2014. 19 20 _____ 21 Laura W. Little, Verbatim Reporter 22 Notary Public, State of South Carolina 23 My Commission Expires September 21, 2015 24 25

Exhibit F

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF FLORENCE) TWELFTH JUDICIAL CIRCUIT
C/A NO: 2012-CP-21-3016

Angela Parsons,

Plaintiff,

-vs-

Jane Smith and QHG of South Carolina
d/b/a Carolinas Hospital System,
and Carolinas Hospital System,

Defendants.

DEPOSITION OF:

LINDA CANNON

Deposition of LINDA CANNON taken before
Laura W. Little, Verbatim Reporter and Notary Public in
and for the State of South Carolina, at Carolinas Hospital
Administrative Conference Room, 1594 Freedom Boulevard,
Florence, South Carolina, commencing at 2:06 p.m. on the
6th day of December, 2013.

Laura W. Little
Laura Little Reporting Service
Post Office Box 710
Darlington, South Carolina 29540
843-393-6466

2 1 APPEARANCES OF COUNSEL: 2 Attorney for Plaintiff: 3 Pheobe A. Clark, Esquire 4 Wukela Law Firm 5 Post Office Box 13057 6 Florence, South Carolina 29504 7 8 Attorney for Defendants: 9 Elizabeth Corn, Esquire 10 Hall Booth Smith, PC 11 40 Calhoun Street, Suite 550 12 Charleston, South Carolina 29401 13 14 In Attendance: 15 Angela Parsons 16 17 18 19 20 21 22 23 24 25	4 1 STIPULATIONS 2 Prior to the giving of any testimony by the 3 witness, it was expressly stipulated and agreed between 4 the parties to this action, through their respective 5 counsel, that: 6 By Notice and/or Consent, said deposition is being 7 taken in accordance with Rule 30 of the South Carolina 8 Rules of Civil Procedure, which shall control the 9 taking of said deposition and its use thereof; 10 Said deposition shall be taken for the purpose of 11 discovery and/or for use as evidence in the above 12 entitled action, or for both purposes; 13 That all objections would be reserved until the 14 time of the trial except as to the form of the 15 question; 16 Reading and signing of the transcript of testimony 17 by the witness was waived. 18 19 20 21 22 23 24 25
3 1 INDEX 2 ===== 3 PAGE-LINE 4 Direct Examination by Ms. Clark 5-4 5 Cross Examination by Ms. Corn 20-23 6 7 8 9 EXHIBITS 10 ===== 11 12 13 14 15 Court Reporter's Note: 16 --Indicates Incomplete Phrases or Sentences; 17 ---Indicates Interruption. 18 19 20 21 22 23 24 25	5 1 LINDA CANNON, 2 after being first duly affirmed to tell the truth, was 3 deposed and testified as follows: 4 DIRECT EXAMINATION BY MS. CLARK: 5 Q. Well, Ms. Cannon, I think this is going to be 6 a fun deposition. I'm going to ask you a series of 7 questions, and you seem like you have a lot of energy 8 on this Friday afternoon so that's good, and I will be 9 as quick as I can. 10 A. All right. 11 Q. All right. What is your current job title? 12 A. I am an R.N., PRN in the nursery. 13 Q. Okay. And how long have you held that 14 position? 15 A. I honestly do not know. 16 Q. Okay. 17 A. However, I have been at The Women's Center in 18 1991. 19 Q. Okay. 20 A. And I have been staff nurse, head of the 21 nursery, education director, you know, and now I just 22 am PRN. 23 Q. Okay. And currently who is your direct 24 supervisor? 25 A. Justin Baker.

6 1 Q. And what's that title -- what's that person's 2 title? 3 A. Director of The Women's Center. 4 Q. Okay. Well, I'm sure during your history, 5 you've had an opportunity to work with Ms. Angel 6 Parsons? 7 A. Oh, absolutely. 8 Q. All right. And tell me a little bit about 9 Ms. Parsons as a co-worker? 10 A. Well, she is reliable. She is always on 11 time. She is always there. She's a fabulous nurse, 12 and she's fun to work with. 13 Q. Okay. That's good. Now, did you ever have a 14 time when you were managing Ms. Parsons? 15 A. I think I did; yes. 16 Q. Okay. And would that have been one of these 17 positions that you held? 18 A. Yes. Yes. 19 Q. Maybe a Director? 20 A. Director of the Nursery. 21 Q. Okay. And so you were managing Ms. Parsons 22 at that time. 23 A. Uh-huh. 24 Q. Now, was Ms. Parsons PRN at that time? 25 A. Yes.	8 1 A. Yes. 2 Q. Okay. All right. And what was your job 3 title when Jane became Interim Director? 4 A. I was PRN. 5 Q. Uh-huh. And let's talk about PRN for you. 6 A. Okay. 7 Q. All right. PRN for you, typically, would you 8 be able to meet the 12 hours in four weeks requirement? 9 A. Oh, yeah. 10 Q. Okay. 11 A. And much more. 12 Q. Much more? 13 A. Oh, yes. 14 Q. Okay. Did you, did you have to go some weeks 15 without being called at all? 16 A. Well, the schedule is set usually about six 17 weeks ahead of time, and I'm usually on the schedule, 18 you know, and then I would be called for needs along 19 and along throughout the schedule. 20 Q. Uh-huh. 21 A. And so, no, until this last schedule that is 22 out right this minute, I've always been on the schedule 23 in one capacity or another. 24 Q. Okay. 25 A. And I've been called to work this schedule
7 1 Q. Okay. And did you have trouble scheduling 2 Ms. Parsons to work? 3 A. Oh, no. 4 Q. Okay. Did, did she ever refuse assignments 5 when you were managing her? 6 A. No. 7 Q. Okay. And during your time at The Women's 8 Center did you ever a time that you worked, let's start 9 with "with" Jane Smith, did you have a time where you 10 worked with Jane Smith? 11 A. Yes. 12 Q. Okay. And she was at -- and I'm only talking 13 from a co-worker capacity at this point, all right. So 14 now-- 15 A. Okay. Do you mean, you know, like she's a 16 staff nurse, I'm a staff nurse, we work together, no, 17 then no. 18 Q. Okay. So y'all never had that interaction, 19 so Jane Smith has always been your Director? 20 A. Well, no, not really. She was -- she worked 21 on LDRP and I worked in the nursery. 22 Q. Okay. 23 A. So, I guess -- I don't know, I guess you'd 24 say we worked together, but it's two different units. 25 Q. Okay. LDRP is a different unit?	9 1 so. 2 Q. Okay. In your opinion, did you feel as 3 though you had an expectation of working? 4 A. Yes. 5 Q. Were there a lot of you guys who were serving 6 in the PRN capacity? 7 A. No, there really weren't. 8 Q. Okay. If you had to estimate or guess a 9 number, what would it have been? 10 A. I would say Angel and I were about the only 11 PRN people at the time and now, I'm about it. 12 Q. Uh-huh. Now, when Angel was working with 13 you, did you still have that where you said, you know, 14 a set six weeks ahead of time and "I was still getting 15 called," was that still going on even when you had 16 Angel? 17 A. Uh-huh. 18 Q. Oh, okay, okay. Now, if you couldn't work a 19 shift or couldn't, couldn't come in when they called 20 you, were you able -- were you ever able to say, you 21 know, well, I can't, let me call somebody else or let 22 me call Angel? 23 A. Well, I could suggest for them to call 24 someone else. 25 Q. Oh, okay. I see.

10 1 A. Yeah. 2 Q. I see. I see. All right. Have you ever 3 observed any other staff nurse being prohibited from 4 calling Angel to come in and work? 5 A. Yes. 6 Q. And do you know -- do you remember any names 7 of any? 8 A. Well, me. 9 Q. Okay. All right. And what were you told? 10 A. Well, it was a time when we -- there was a 11 night -- we needed a night nurse and we were real busy 12 and I was in charge, and Jane had spent, you know, 13 hours in the office calling people to come and she came 14 into the nursery and asked if we knew anybody and I 15 said, "Well, Angel wants to work. Please let me call 16 Angel" and she said, "No, you cannot call Angel," and 17 that was the end of it. 18 Q. Now, you actually saw Jane on the phone 19 trying to get people to come into work? 20 A. No, I did not. 21 Q. Oh, okay. 22 A. She just said, "I've called everybody." 23 Q. Oh, so she came out and told you that? 24 A. Yes. Yes. 25 Q. That she had called everybody?	12 1 I taught BLS or CPR classes and also advanced neonatal 2 classes, so I spent a lot of time in the office 3 catching people up with their validations and stuff 4 like that, so I was in her office a lot. 5 Q. But she didn't ask you to type the letter of 6 resignation, did she? 7 A. Oh, no. 8 Q. Okay. So I'm just trying to figure out why 9 she told you? 10 A. Well, I don't know. She really shouldn't 11 have told me. 12 Q. Okay. And so did -- so then did, did you 13 know about the termination letter? 14 A. Yes, I did. 15 Q. Okay. And so when Smith told -- when, when 16 Smith told you about the termination, did you ask why? 17 A. Yeah. 18 Q. Okay. And what were you told? 19 A. "Well, she's just not doing what she's 20 supposed to do." 21 Q. Uh-huh. Okay. Now, at this point, were you, 22 were you aware that Angel wasn't getting any hours? 23 A. Yes. 24 Q. Uh-huh. Okay. Did you ever talk to anyone 25 about Jane Smith's actions?
11 1 A. Yeah. 2 Q. And she specifically asked? 3 A. "Do you know anybody we can get to work 4 tonight?" 5 Q. And, of course, you volunteered Ms. Angel and 6 she told you no? 7 A. Yes. 8 Q. Did she ever explain why? 9 A. No. 10 Q. And I understand she didn't explain this 11 situation, but did she ever explain why she didn't want 12 Angel to work, you know, period? 13 A. She didn't explain why because I didn't ask 14 her. 15 Q. Okay. 16 A. But I knew she didn't want Angel to work. 17 Q. Okay. And other than this, how, how else did 18 you know? 19 A. Well, she told me she was sending Angel a 20 letter of resignation. 21 Q. Uh-huh. Now, now at the time she tells you 22 this, what, what, what title did you have? 23 A. I was just PRN. 24 Q. And so-- 25 A. I did a lot of extra work. I was Director --	13 1 A. About her telling me that, no. 2 Q. Okay. And, and why, why didn't you tell 3 anyone? 4 A. Oh, you don't talk about what Jane told you. 5 Q. Okay. Is that some unwritten rule? 6 A. Oh, yeah. Uh-huh. 7 Q. Uh-huh. Well, what, what do you suppose 8 would happen if you talk about what Jane told you? 9 A. There is no telling. There is just no 10 telling what would happen. You just stay away from 11 Jane as much as you can. 12 Q. Do you believe you're the only person that 13 felt that way about Ms. Jane Smith? 14 A. No. 15 Q. Okay. Do you believe it was at least half of 16 the nursery nurses that felt that way? 17 A. Yes. 18 MS. CORN: Object to the form. 19 Q. Okay. Could you estimate the number of 20 employees that felt that way about Ms. Jane? 21 MS. CORN: Object to the form. 22 Q. You can still answer. 23 A. Ten. 24 Q. Uh-huh. Okay. Have you ever been asked to 25 cross train in another area?

14 1 A. Yes. 2 Q. Okay. And are you -- have you crossed 3 trained in the area of postpartum? 4 A. Yes. You need to understand that I am a 5 trained labor and delivery nurse. I, I did labor and 6 delivery before I did nursery, so that's not really 7 kind of -- for me to go out to postpartum is really not 8 asking a whole lot. 9 Q. A whole lot. It sounds like you've done a 10 lot within-- 11 A. Yeah. 12 Q. --The women's Center-- 13 A. Yes. 14 Q. --as a whole so? 15 A. Yes. 16 Q. Okay. So you were prepared and trained to 17 work in postpartum? 18 A. Right. Yes. 19 Q. Well, did Jane ever ask you to work in 20 postpartum, then? 21 A. Yes. 22 Q. Okay. Now, did you ever see Jane ask Angel 23 to work in postpartum? 24 A. I did. Yes, I did. 25 Q. Okay. And when -- do you remember what the	16 1 need you to go work on postpartum tonight." 2 Q. Okay. Now, based on your experience, do you 3 believe that that it is customary for a nurse to go in 4 an area where she has not been trained? 5 A. Well, it should not be customary. 6 Unfortunately, these days, people are asking us to do 7 it but no, it should not be customary. It's not safe. 8 Q. Okay. And, and was this like a one-time 9 thing that Jane Smith asked her to do this postpartum? 10 A. To my knowledge, it was -- I mean that's the 11 only time I observed, but I did personally observe 12 that. 13 Q. Uh-huh. Okay. So in the time that you were 14 working, you didn't see Jane Smith constantly calling 15 Angel to go do postpartum? 16 A. No. 17 Q. And Angel constantly saying no? 18 A. No. 19 Q. What do you know about the rule for family 20 members working together at Carolinas? 21 A. Well, I don't think it's supposed to be 22 allowed, but Jane's daughter worked with us, so I just 23 assumed that they relaxed that rule for Jane. 24 Q. And was, and was Jane's daughter PRN? 25 A. She was.
15 1 scenario was or what happened at that time? 2 A. Well, she was in the nursery and she called 3 Angel on the phone and she said, "I'm going to send you 4 to postpartum today," and, of course, I couldn't hear 5 what Angel said, but I, I, I knew Angel had never 6 worked on postpartum, and I heard her say, "Well, you 7 work at Dr. Pavy's office, so you really ought to be 8 comfortable," and then she said something about 9 somebody else being out there to help if Angel needed 10 help, and she -- that was a conversation in the nursery 11 on the telephone. I was working that day. 12 Q. So if you were working that day and you 13 worked in postpartum-- 14 A. No, I was in the nursery. 15 Q. Okay. Why didn't you go work in postpartum? 16 A. Well, it was a night-- 17 Q. Oh? 18 A. --and see, I was working days and it was a 19 night. 20 Q. I see. I see. Okay. Okay. Okay. And so 21 did you -- now, you said that in that call, was, was 22 Ms. Smith asking Angel to work postpartum or to train? 23 A. No, she was asking her to work postpartum. 24 Q. Okay. 25 A. The exact words were, "Angel, I'm going to	17 1 Q. She was. When did that start? 2 A. Gosh, it was after Jane came as manager, but 3 Jennifer had worked there before also. 4 Q. Okay. 5 A. When -- I think, I think Jane was also 6 working as a staff nurse when Jennifer worked there 7 before. 8 Q. Okay. Okay. Have you ever had to make 9 complaints about Ms. Jane Smith? 10 A. I have never -- I have not gone to anyone 11 above me to complain about her. 12 Q. Okay. Okay. And who did you talk to if you 13 had a concern? 14 A. Mainly the other nurses in the nursery. 15 Q. Okay. And what were your concerns about Ms. 16 Jane Smith? 17 A. Well, to put it in a nutshell, I was scared 18 of her. 19 Q. Okay. And I, I understand you say you didn't 20 go above you, and I might not know the complete chain 21 of command, but did you ever go to HR-- 22 A. No. 23 Q. --about it? 24 A. No. 25 Q. Okay. And so how long -- when you were in

18 1 the office with Ms. Jane Smith and she told you about 2 the termination, how long after was Ms. Parsons 3 terminated? 4 A. Within days. When she told me about it, she 5 told me that she had already sent a letter to HR about 6 it. 7 Q. Did you ever see that letter to HR? 8 A. No. 9 Q. Okay. All right. Ms. Cannon, you've worked 10 here for a long time. Did you, did you feel 11 comfortable testifying with me today? 12 A. Yes. 13 Q. Okay. And do you feel as though your job is 14 in danger in any way for giving testimony today? 15 A. Possibly. 16 Q. Why, why do you feel that way? 17 A. Well, I don't really have any concrete 18 reasons other than the fact that people seem to be 19 disappearing around here. 20 Q. That could be, that could be taken so many 21 ways in a hospital so that's the only reason why I'm 22 laughing. All right. Okay. Let's, let's say in the 23 context of employment— 24 A. Uh-huh. 25 Q. —do you feel that people are leaving	20 1 A. So I couldn't have been intimidated. 2 Q. Okay. All right. Okay. Well, okay. Well, 3 did you do anything to prepare for this deposition 4 today? 5 A. Well, yeah, I talked with the attorney. 6 MS. CORN: We talked earlier. 7 Q. Okay. Well, don't -- well, you don't have to 8 tell me anything— 9 A. Okay. 10 Q. —about what you all talked about, but after 11 that meeting, you— 12 A. No. 13 Q. —you didn't feel intimidated, did you? 14 A. No. 15 Q. Okay. You weren't told what to say or 16 anything? 17 A. No, no, no. 18 Q. Okay. And you don't feel like you're going 19 to lose your job because of your interaction with your 20 attorney? 21 A. No. 22 Q. Okay. All right. No further questions. 23 CROSS EXAMINATION BY MS. CORN: 24 Q. Just for the record, were you instructed to 25 do anything other than tell the truth?
19 1 employment here? 2 A. Recently, no. 3 Q. Okay. Okay. 4 A. In the past, yes. 5 Q. Okay. 6 A. I am PRN. I am pretty much retired. I feel 7 like I'm not very valuable to the hospital right now, 8 and I feel like they would easily love to get rid of 9 me. 10 Q. Okay. But, but, you don't feel like the 11 reason to get rid of you will have anything to do with 12 your testimony here? 13 A. Oh, I feel like that's exactly what it'll be 14 about if they get rid of me. 15 Q. Okay. Have you had conversations with 16 someone in management that gave you that indication? 17 A. No, no, I have not. 18 Q. Okay. Did you feel intimidated in any way? 19 A. Today? 20 Q. Or since you've gotten the notice of the 21 deposition? 22 A. No. Uh-uh. 23 Q. Okay. Well, what— 24 A. I, I haven't discussed it with anyone. 25 Q. Okay.	21 1 A. No. 2 Q. Okay. 3 MS. CLARK: Okay. 4 Q. And I hope that I didn't intimate you, 5 because I'm not a very intimidating person. 6 A. No. 7 Q. All right. Okay. 8 A. That's it? 9 MS. CLARK: We're done. Yes, ma'am. 10 (DEPOSITION CONCLUDED AT 2:25 P.M.) 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25

1 STATE OF SOUTH CAROLINA)
2 COUNTY OF DARLINGTON) CERTIFICATE
3 I, Laura W. Little, Verbatim Reporter and Notary
4 Public in and for the State of South Carolina, certify
5 that I did have Linda Cannon appear before me at 2:06
6 p.m. on the 6th day of December, 2013 at Carolinas
7 Hospital Administrative Conference Room, 1594 Freedom
8 Boulevard, Florence, South Carolina; that the witness
9 was duly sworn and cautioned to tell the truth, the
10 whole truth, and nothing but the truth; that the
11 foregoing pages constitute a true and accurate
12 transcript of her testimony given at that time and
13 place.
14 I certify that I am not of counsel or kin to any
15 of the parties, nor am I interested in any manner in
16 its outcome.
17 IN WITNESS WHEREOF I have hereunto set my hand and
18 seal this the 27th day of December, 2013.
19
20 _____
21 Laura W. Little, Verbatim Reporter
22 Notary Public, State of South Carolina
23 My Commission Expires September 21, 2015
24
25

Exhibit G

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF FLORENCE) TWELFTH JUDICIAL CIRCUIT
C/A NO. 2012-CP-21-3016

Angela Parsons,

Plaintiff,

-vs-

Jane Smith and QHG of South Carolina)
d/b/a Carolinas Hospital System,)
and Carolinas Hospital System,)
Defendants.)

DEPOSITION OF:

FRAN HYMAN

Deposition of FRAN HYMAN taken before
Laura W. Little, Verbatim Reporter and Notary Public in
and for the State of South Carolina, at the Carolinas
Hospital Administrative Conference Room, 1594 Freedom
Boulevard, Florence, South Carolina, commencing at 2:42
p.m. on the 6th day of December, 2013.

Laura W. Little
Laura Little Reporting Service
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Darlington, South Carolina 29540
843-393-6466

1 APPEARANCES OF COUNSEL: 2 Attorney for Plaintiff: 3 Pheobe A. Clark, Esquire 4 Wukela Law Firm 5 Post Office Box 13057 6 Florence, South Carolina 29504 7 8 Attorney for Defendants: 9 Elizabeth Corn, Esquire 10 Hall Booth Smith, PC 11 40 Calhoun Street, Suite 550 12 Charleston, South Carolina 29401 13 14 In Attendance: 15 Angela Parsons 16 17 18 19 20 21 22 23 24 25	1 STIPULATIONS 2 Prior to the giving of any testimony by the 3 witness, it was expressly stipulated and agreed between 4 the parties to this action, through their respective 5 counsel, that: 6 By Notice and/or Consent, said deposition is being 7 taken in accordance with Rule 30 of the South Carolina 8 Rules of Civil Procedure, which shall control the 9 taking of said deposition and its use thereof; 10 Said deposition shall be taken for the purpose of 11 discovery and/or for use as evidence in the above 12 entitled action, or for both purposes; 13 That all objections would be reserved until the 14 time of the trial except as to the form of the 15 question; 16 Reading and signing of the transcript of testimony 17 by the witness was waived. 18 19 20 21 22 23 24 25
1 INDEX 2 ===== 3 PAGE-LINE 4 Direct Examination by Ms. Clark. 5-4 5 6 7 8 9 10 EXHIBITS 11 ===== 12 NUMBER DESCRIPTION PAGE-LINE 13 (No Exhibits Introduced) 14 15 Court Reporter's Note: 16 —Indicates Incomplete Phrases or Sentences; 17 —Indicates Interruption. 18 19 20 21 22 23 24 25	1 FRAN HYMAN, 2 after being first duly affirmed to tell the truth, was 3 deposed and testified as follows: 4 DIRECT EXAMINATION BY MS. CLARK: 5 Q. Ms. Hyman, you currently work at The Women's 6 Center? 7 A. Uh-huh. 8 Q. And what is your job title there? 9 A. I'm a nurse in the nursery. 10 Q. Okay. And so you are not PRN? 11 A. Uh-uh. 12 Q. Okay. Do you have any PRN nurses, I guess, 13 other than Ms. Cannon right now? 14 A. We have -- yeah, there's several. Do you 15 need their name or no? 16 Q. No, I don't need the names. 17 A. There's several. 18 Q. Okay. And how do you -- what indicates or 19 how do you know that they are PRN? 20 A. You just -- I just know. 21 Q. Just from working in there? 22 A. Yeah. 23 Q. Okay. All right. 24 A. Yeah. 25 Q. And is that typical to have several PRN

6 1 employees working? 2 A. Yes. 3 Q. Okay. Is it typical for the PRN employees to 4 get at least the 12 hours within a four-week period? 5 A. Yeah, I think most of them do. 6 Q. Okay. How, how long have you been working in 7 The Women's Center? 8 A. Eight, eight years. 9 Q. Okay. And within that eight-year period, do 10 you recall ever working with Ms. Angel Parsons? 11 A. Yes. 12 Q. And describe the working environment with Ms. 13 Parsons? 14 A. I enjoy working with her. She's a great 15 nurse. 16 Q. Okay. Would you ever have an occasion to 17 have to call Ms. Parsons and have her come work for 18 you? 19 A. Yes. 20 Q. Okay. And when you, when you called her— 21 A. Uh-huh. 22 Q. —was she — was she available? 23 A. Yes. 24 Q. And ready to work with you? 25 A. Yes.	8 1 A. Yes. 2 Q. And what did you tell — what did you talk to 3 her about? 4 A. My schedule. 5 Q. And what concerns did you have with your 6 schedule? 7 A. I was full time, and I was put part-time in 8 the nursery and given a day on postpartum so that a 9 part-time person could get three shifts a week and some 10 PRN people could get time. 11 Q. Now, what was the response to that when you 12 shared that concern? 13 A. She said she thought I'd be willing to help. 14 Q. Help who? 15 A. Not me. 16 Q. Okay. Now, are, are you familiar with a 17 policy at Carolinas about kind of like the hierarchy of 18 full time, part-time? 19 A. I knew I was full time in the nursery and I 20 was obligated hours above PRN people. 21 Q. Okay. 22 A. And a part-time person shouldn't have 36 23 hours and a full time person 24. 24 Q. Did Jane Smith ever — I mean, let me 25 rephrase that. Strike that. The people who were or the
7 1 Q. In terms of Ms. Parsons' demeanor, was she 2 the type of person who complained a lot? 3 A. No. 4 Q. Okay. Was she one to kind of stand around 5 and gossip? 6 A. No. 7 Q. Okay. Do you recall also within your eight- 8 year period working with Ms. Jane Smith? 9 A. Yes. 10 Q. Okay. And was she the Director when you were 11 there? 12 A. For about a year-and-a-half, I think, during 13 the time. 14 Q. And before that, she was a staff nurse? 15 A. She was education, nurse educator, I think 16 was the title. 17 Q. Okay. And Jane Smith as a, as a Director, 18 did you have any complaints about Ms. Jane Smith as a 19 Director? 20 A. Yes. 21 Q. Did you make those complaints to anybody and 22 when I say anybody, I mean higher than Jane Smith? 23 A. No, I made it to her. 24 Q. Okay. So you spoke directly to Jane Smith 25 about concerns that you had?	9 1 person who was getting the part-time, the more part- 2 time hours than you— 3 A. Uh-huh. 4 Q. —getting full time, that person, was that a 5 person that was a personal friend of Jane Smith? 6 A. Yes. 7 Q. And how do you know that they were friends? 8 A. She lived with her. 9 Q. Okay. Do you mind sharing her name? 10 A. Tanya Manos. 11 Q. M-A-N-O-S? 12 A. Uh-huh. 13 Q. Is that the current Director? 14 A. No. 15 Q. Was she at sometime the Director? 16 A. Yes. 17 Q. How long was she the Director? 18 A. A year. I'm not sure exact. Probably about 19 a year. 20 Q. Okay. So after speaking with Jane Smith 21 about your schedule— 22 A. Uh-huh. 23 Q. —you know, what happened then? Was any 24 action taken or was any change made to the schedule? 25 A. I was changed back to three shifts a week.

10 1 Q. And that is your customary? 2 A. Uh-huh. 3 Q. Okay. Now, did this happen before Angel 4 Parsons was terminated or after? 5 A. After. 6 Q. Do you recall the year at all? 7 A. No. 8 Q. Okay. 9 A. It was -- I know it was from her year in the 10 time she was -- Jane was Director, but I'm not sure. 11 Q. Okay. Well, that's good. All right. But it 12 was during the time she was Director? 13 A. Uh-huh. 14 Q. And just for specifics, do you know it was 15 during the time she was Interim Director or Director? 16 A. Director. 17 Q. Director. All right. Have you ever 18 witnessed Jane Smith asking Angel Parsons to work 19 postpartum? 20 A. Yes. 21 Q. And what, what happened? What was the 22 occasion? 23 A. She wanted her to work postpartum. 24 Q. Well, was this a -- did she verbally ask her 25 to do it? Like did you see the exchange between Angel	12 1 A. I have worked in that area. 2 Q. Okay. But have you had -- I think do you all 3 have competency checklists, a competency checklist, 4 have you ever seen those? 5 A. I have seen those. 6 Q. And do you recall whether or not someone has 7 completed a competency checklist for you in the area of 8 postpartum? 9 A. I don't know. 10 Q. Okay. Do you recall any other training or 11 any training in postpartum? 12 A. We got like two days of working with someone. 13 Q. Okay. And what is the typical training for a 14 department, is it longer than two days or, or is that 15 normal? 16 A. I know with new -- with new nurses hired for 17 that area, they get more than two days, but I'm, I'm 18 not sure exactly the time frame. 19 Q. Okay. At any time did Jane Smith prohibit 20 you or tell you not to call Angel to come work? 21 A. No. 22 Q. Okay. Did you witness Jane tell anyone else 23 not to call Angel? 24 A. No. 25 Q. Okay. Before Angel Parsons was terminated,
11 1 and Jane or was this a phone call? 2 A. A phone call. 3 Q. Okay. And so were -- where was this call 4 made? 5 A. In the nursery. 6 Q. Okay. And so you heard Jane Smith ask? 7 A. Or tell. 8 Q. Okay. I'm sorry, I don't mean to put words 9 in your mouth. All right. And so in your opinion, she 10 told her you're going to be working in postpartum? 11 A. Yes. 12 Q. Okay. Did you have concerns about that? 13 A. Did I have concerns? 14 Q. About Angel Parsons being told to work in. 15 postpartum? 16 A. I don't -- 17 Q. You didn't care either way? 18 A. Well, no, I mean, I had -- yes, I had 19 concerns about all of us working postpartum. 20 Q. Oh, okay. 21 A. Yeah. 22 Q. So you had concerns about yourself working in 23 postpartum? 24 A. Yes. 25 Q. Are you, are you trained in that area?	13 1 did you ever witness Jane having or calling her 2 daughter to come into work? 3 A. Witness Jane actually calling her daughter? 4 Q. Well, yes, let's, let's keep it that way 5 first? 6 A. No. 7 Q. Okay. But then have you ever seen Jane 8 Smith's daughter working in the nursery before Parsons 9 was terminated? 10 A. She never worked a shift that I was working. 11 Q. Okay. 12 A. She never worked with me. 13 Q. Okay. Would you see her name on charts from, 14 I guess, maybe the previous shift? 15 A. In the nursery or on the floor? 16 Q. Well, let's start it in sections. Let's 17 start with the floor. Have you ever seen her on the 18 floor? 19 A. I've seen her working on the floor, yes. 20 Q. Okay. And do you know if she was PRN or, I 21 guess, a full time or part-time? 22 A. PRN. 23 Q. Okay. And so she was PRN on the floor that 24 you've seen her? 25 A. Uh-huh.

14 1 Q. Did you ever see her in the nursery? 2 A. I never saw her. 3 Q. Okay. 4 A. She didn't work in there a shift that I was 5 there. I never saw her in there working. 6 Q. And then explain something to me now, so when 7 you say working on the floor, was that still under Jane 8 Smith's— 9 A. Yes. 10 Q. --supervision? 11 A. Yes. 12 Q. Okay. So that's like a different department? 13 A. It's the nursery and what we call the floor 14 is Labor and Delivery and postpartum. 15 Q. Oh, okay. All right. Okay. So Labor and 16 Delivery and postpartum is considered the floor? 17 A. Uh-huh. Yes. 18 Q. And so you've seen her PRN, working PRN on 19 the floor? 20 A. Yes. 21 Q. In one of those departments? 22 A. Yes. 23 Q. Okay. All right. Did you feel comfortable 24 testifying with me today? 25 A. Yes.	16 1 STATE OF SOUTH CAROLINA) 2 COUNTY OF DARLINGTON) CERTIFICATE 3 I, Laura W. Little, Verbatim Reporter and Notary 4 Public in and for the State of South Carolina, certify 5 that I did have Fran Hyman appear before me at 2:42 6 p.m. on the 6th day of December, 2013 at Carolinas 7 Hospital Administrative Conference Room, 1594 Freedom 8 Boulevard, Florence, South Carolina; that the witness 9 was duly sworn and cautioned to tell the truth, the 10 whole truth, and nothing but the truth; that the 11 foregoing pages constitute a true and accurate 12 transcript of her testimony given at that time and 13 place. 14 I certify that I am not of counsel or kin to any 15 of the parties, nor am I interested in any manner in 16 its outcome. 17 IN WITNESS WHEREOF I have hereunto set my hand and 18 seal this the 28th day of December, 2013. 19 20 _____ 21 Laura W. Little, Verbatim Reporter 22 Notary Public, State of South Carolina 23 My Commission Expires September 21, 2015 24 25
15 1 Q. All right. And do you feel as though your 2 job is threatened in any way in participating in this 3 deposition? 4 A. No. 5 Q. Okay. All right. Nothing further. 6 A. All right. 7 Q. Thank you. 8 MS. CORN: Thank you, Fran. Nothing from me, 9 Dear. 10 A. For the record, it might have already been. 11 MS. CORN: You're fine. Thank you. 12 A. All right. 13 (DEPOSITION CONCLUDED AT 2:55 P.M.) 14 15 16 17 18 19 20 21 22 23 24 25	

Exhibit H

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6 1 Q. Okay. At anytime do you recall working with 2 Ms. Angel Parsons? 3 A. Yes, I have. 4 Q. And in your opinion, what type of coworker 5 was Ms. Parsons? 6 A. Enjoyed thoroughly working with her. Good 7 worker, pleasant and patients liked her, you know. 8 Q. Okay. And in terms of working shifts, if you 9 had a certain shift that was on the schedule and you 10 realized that you couldn't work that shift, were you 11 able to call others to find a replacement for yourself? 12 A. Yes, as long as they didn't go into overtime. 13 You know, if it was a full time person to go over their 14 hours to work time-and-a-half. 15 Q. Were you ever prohibited from calling Angel 16 to come in and work for you? 17 A. One time I had asked Angel to work for me and 18 I was told later on that I couldn't -- she could not 19 work for me. 20 Q. And who told you that Angel could not work 21 for you? 22 A. Jane Smith. 23 Q. Did she explain why? 24 A. No. 25 Q. Okay. Did you ask why?	8 1 -- maybe complaint is a bad word. Have you ever shared 2 with Jane concerns you had about Jane? 3 A. Not to Jane, no. 4 Q. Okay. And so if you didn't make complaints 5 above Jane and you didn't make complaints to Jane, who 6 did you make your complaints to? 7 A. My coworkers. 8 Q. Okay. And what were some of your concerns? 9 A. That she was out to get my job. 10 Q. And as the -- she was out to? 11 A. For me to lose my job. 12 Q. Okay. And why did you feel that way? 13 A. Because she had written me up several times. 14 Some of them were -- she had no -- she never asked 15 anybody else about if it was true or not and took just 16 the patient's word, 'cause the patient complained and 17 wrote -- written me up and on the third time write-up 18 she had -- I had gotten suspended for a week of pay. 19 Q. And so why didn't you take this to a higher 20 level then? 21 A. I didn't feel like -- I didn't -- I had a lot 22 of things going on in my life and I didn't feel like 23 fighting. I'd been fighting too much as it is, that I 24 didn't feel like it would go anywhere. I felt like 25 they would believe Jane over myself.
7 1 A. No. 2 Q. Okay. Okay. Do you recall Angel Parsons 3 ever calling you asking you for hours? 4 A. Not that I can remember. 5 Q. Okay. And have you ever had an instance -- 6 well, have you ever been working in the nursery and 7 heard Jane Smith ask Angel Parsons to work in 8 postpartum? 9 A. I don't recall, no. 10 Q. Okay. Have you ever witnessed Jane Smith 11 calling her daughter to come in to work in the, in the 12 nursery? 13 A. I can't -- I, I don't know. 14 Q. Okay. 15 A. I don't remember. I have heard -- you know, 16 you hear things, but it's just hearsay. 17 Q. Okay. Have you ever seen Jane Smith's 18 daughter working in the nursery when you were working? 19 A. No. 20 Q. Okay. Ms. Hopla, have you ever made 21 complaints about Jane Smith? 22 A. I'm not sure how to answer that. I've, I've 23 never made complaints above Jane Smith as far as people 24 above her. I just, I just didn't. 25 Q. Okay. So then have you made -- and maybe not	9 1 Q. Okay. Were there any other instances other 2 than the write-ups that involved Ms. Jane Smith? 3 A. I just felt like she was always -- there were 4 certain people that she was always picking on, and I 5 just felt like anything little, anything I did wrong or 6 anything that she thought it was wrong, she would come 7 to me. 8 Q. Okay. All right. And do you ever recall 9 speaking to Ms. Donna Damarco(sic) about some concerns 10 that you had? 11 MS. CORN: Damico. 12 MS. CLARK: Oh, I'm sorry. 13 MS. CORN: That's all right. Just so she 14 knows who it is. 15 Q. Damico. 16 A. Yes. Yes. Yes, I have. 17 Q. And what concerns did you share with Ms. 18 Damico? 19 A. The last concern that I had was with an 20 incidence that a bunch of us -- several of us had 21 gotten written up about name bracelets, and I didn't, I 22 didn't feel like -- something had to be -- something 23 had to be done to stop the write-ups. It was more of a 24 learning experience instead of a write-up experience, 25 and the same people were getting picked on by her that

10 1 I had to go to someone and I felt like I could go to 2 her. I guess I did go to someone when you asked me 3 about the question about going to higher up. 4 Q. Okay. To your knowledge, was any action 5 taken after your conversation with Ms. Damico? 6 A. I am not sure. I know several people have 7 gone to her to talk to her about the situation. 8 Q. Okay. 9 A. And I'm not sure what transpired from all of 10 it or how long it took, whatever. 11 Q. And now how long have you been in your 12 position as staff nurse would you say, just an 13 estimate? 14 A. As a staff nurse since 1990. 15 Q. Okay. And so do you recall -- were you 16 always in The Women's Center? 17 A. No. For the first five years, I was in 18 intensive care nursing, Intensive Care, Surgical 19 Intensive Care. 20 Q. And then after that, were you always in The 21 Women's Center? 22 A. Yes. 23 Q. Do you recall the time when Jane Smith was 24 working in The Women's Center? 25 A. Yes.	12 1 period was. 2 Q. Okay. And then do you also remember her 3 coming back to The Women's Center? 4 A. Yes. 5 Q. Okay. And do you remember anybody having 6 concerns about Jane Smith's return? 7 A. We all -- in the nursery, we all had concerns 8 about her returning. 9 Q. And why did you all have a concern? 10 A. Because, because of the hearsay -- well, from 11 the hearsay of why she left the nursery, why she left 12 The Women's Center and how she could come back to this, 13 to a position here. 14 Q. Okay. Well, now, since you've been at The 15 Women's Center since or, excuse me, since you've been 16 employed since '90, have you had an occasion then to 17 kind of see the schedule in terms of how much Angel 18 Parsons was working? 19 A. I mean -- yes. I mean, Angel worked PRN, so 20 she worked a day here -- she tried to work a day, at 21 least one day a week that she could, one or two days a 22 week if it was possible. 23 Q. At some point, did you notice that Ms. 24 Parsons was no longer coming in? 25 A. Yes.
11 1 Q. Not as a Director, I mean. 2 A. Yes. 3 Q. But just as a nurse? 4 A. Yes. 5 Q. Okay. And during that time, do you ever 6 recall Jane Smith being escorted out of Carolinas? 7 A. I, I don't know that she was. I heard. It's 8 just by hearsay, though, that I heard she was escorted 9 out of the nursery. 10 Q. Do you also have -- well, do you have any 11 knowledge about an alleged sharing of patient 12 information or a HIPPA violation? 13 A. Like I say, it's all hearsay. 14 Q. Okay. 15 A. I know about it. 16 Q. So you weren't working that day when they did 17 that? 18 A. I wasn't working that day, no. 19 Q. Okay. 20 A. I was not working that day. 21 Q. Okay. All right. Do you remember -- Well, 22 let me ask you, do you, do you remember a time when 23 Jane left The Women's Center? 24 A. She did leave The Women's Center for a period 25 of time, but I'm not sure how long it -- how long the	13 1 Q. And, you know, what, what made it noticeable? 2 What, what made you realize? 3 A. I normally worked with her like it was every 4 other Friday on the schedule, and she wasn't working 5 that, working on those Fridays. She was being called 6 off or she wasn't on the schedule. 7 Q. Okay. And who was calling her off? 8 A. I assume it was Jane. You know, Jane would 9 call the charge nurses to call off people. 10 Q. Okay. And would it be for low census, would 11 that be a reason to call off? 12 A. Yes. 13 Q. Do you believe that was Jane Smith's reason 14 for calling off Angel Parsons? 15 A. Partially, yes. 16 Q. Okay. And would you say that's pretty common 17 to have low census? 18 A. Yes. 19 Q. Okay. And do you believe that it's difficult 20 for a PRN person to get 12 hours of work in a four-week 21 period? 22 A. No, it's not difficult. 23 Q. Okay. All right. Ms. Hopla, did you, did 24 you feel comfortable testifying or giving this 25 deposition today?

14 1 A. Yes, I do. 2 Q. And are you fearful of job loss or anything? 3 A. No, I'm not. 4 Q. Okay. Thank you for your time. 5 A. Thank you very much. 6 (DEPOSITION CONCLUDED AT 2:05 P.M.) 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25	
15 1 STATE OF SOUTH CAROLINA) 2 COUNTY OF DARLINGTON) CERTIFICATE 3 I, Laura W. Little, Verbatim Reporter and Notary 4 Public in and for the State of South Carolina, certify 5 that I did have Linda Hopla appear before me at 1:58 6 p.m. on the 6th day of December, 2013 at Carolinas 7 Hospital Administrative Conference Room, 1594 Freedom 8 Boulevard, Florence, South Carolina; that the witness 9 was duly sworn and cautioned to tell the truth, the 10 whole truth, and nothing but the truth; that the 11 foregoing pages constitute a true and accurate 12 transcript of her testimony given at that time and 13 place. 14 I certify that I am not of counsel or kin to any 15 of the parties, nor am I interested in any manner in 16 its outcome. 17 IN WITNESS WHEREOF I have hereunto set my hand and 18 seal this the 27th day of December, 2013. 19 20 _____ 21 Laura W. Little, Verbatim Reporter 22 Notary Public, State of South Carolina 23 My Commission Expires September 21, 2015 24 25	

Exhibit I

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF FLORENCE) TWELFTH JUDICIAL CIRCUIT
C/A NO: 2012-CP-21-3016

Angela Parsons,

Plaintiff,

-vs-

Jane Smith and QHG of South Carolina)
d/b/a Carolinas Hospital System,)
and Carolinas Hospital System,)
)

Defendants.)
)

DEPOSITION OF:

PATRICIA GIBSON

Deposition of PATRICIA GIBSON taken before
Laura W. Little, Verbatim Reporter and Notary Public in
and for the State of South Carolina, at Carolinas Hospital
Administrative Conference Room, 1594 Freedom Boulevard,
Florence, South Carolina, commencing at 2:56 p.m. on the
6th day of December, 2013.

Laura W. Little
Laura Little Reporting Service
Post Office Box 710
Darlington, South Carolina 29540
843-393-6466

6 1 A. A good co-worker. 2 Q. Okay. Have you had any kind of problems with 3 Ms. Parsons that you remember? 4 A. No. 5 Q. Do you remember observing anybody else having 6 some problems with Ms. Parsons? 7 A. No. 8 Q. Has there ever been an issue of Ms. Parsons 9 gossiping about other workers? 10 A. No. 11 Q. Okay. And, I guess, okay, so now are you 12 full time or part-time? 13 A. Full time. 14 Q. Full time. So have you had an occasion where 15 you needed to maybe call another -- excuse me, call in 16 someone to work your shift? 17 A. Yes. 18 Q. And so when doing that, were you able to, 19 were you able to call the person to come in for you; 20 what was the procedure? 21 A. You had to call somebody that had equal 22 skills, not on overtime. That was about it. Sometimes 23 we went through periods of time where it had to be 24 approved by our manager. 25 Q. But that was not always?	8 1 A. I was not told that specifically. 2 Q. Okay. Had you observed or heard anything 3 about Jane Smith keeping Angel Parsons off the 4 schedule? 5 A. Not myself, no. 6 Q. Okay. Have you ever been working at a time 7 where you heard Jane Smith ask or tell Angel Parsons to 8 work postpartum? 9 A. No. 10 Q. Okay. And in working with Jane, have you 11 ever had issues with the scheduling? 12 A. I'm not sure I understand. 13 Q. At anytime when you were getting your 14 schedule when Jane was either the Interim Director or 15 the Director, at anytime when you got your schedule, 16 were there any times that you felt that the scheduling 17 was unfair or unequal in any way? 18 A. Yes. 19 Q. Okay. And what, what circumstance was that? 20 A. She put a PRN person on our weekend and 21 changed our schedule to during the week. 22 Q. Okay. And, I assume, then you were 23 accustomed to working the weekend schedule? 24 A. Correct. 25 Q. But did that change your hours in any way?
7 1 A. No. 2 Q. Okay. And Jane Smith, do you recall working 3 with Jane Smith? 4 A. Uh-huh. 5 Q. So when Jane Smith was even beginning from 6 Interim Director, when Jane Smith became Interim 7 Director onto when she was actual Director, would Jane 8 Smith allow you to call other people to work for you? 9 A. Sometimes. 10 Q. Okay. And what made it sometimes? Like why 11 -- what would the differing circumstances be where you 12 could or could not call? 13 A. Just memos would come out. It was like that 14 -- it was actually like that with all the managers. 15 Sometimes we never knew. Sometimes it was just 16 watching the budget closer or just that kind of things. 17 Q. Okay. 18 A. They would rarely give us an explanation why 19 this week you had to do to and next week you wouldn't. 20 Q. Okay. But when you would get the memos, 21 would it, would it say just in general that you have to 22 get all changes approved? 23 A. Right. Uh-huh. 24 Q. Okay. Were you ever told specifically that 25 you could not call Angel Parsons to work for you?	9 1 A. Not the amount of hours, just where they 2 fell. 3 Q. Uh-huh. Okay. Now, is that typical that 4 nurses get to kind of give a preference of when they 5 want to work, work weekend versus during the week? 6 A. Sometimes. 7 Q. Okay. Did she explain why she put the PRN on 8 the weekend schedule? 9 A. Not really. 10 Q. Okay. Did you voice your concern? 11 A. Yes. 12 Q. Okay. Did you voice any other concerns about 13 Jane Smith to anyone? 14 A. Let me think. Human Resources about the 15 schedule. 16 Q. About the PRN person? 17 A. Uh-huh. 18 Q. And who did you speak with in Human 19 Resources? 20 A. I believe it was the manager at the time. 21 Q. Was it Donna Damico? 22 A. That's who it was, yeah. 23 Q. Did you ever voice any concerns to Tammy 24 Dickerson? 25 A. I didn't know Tammy Dickerson. I never met

10 1 her. 2 Q. Okay. 3 A. I don't think I have. 4 Q. Since working since 2000, do you recall a 5 time period when Jane, Jane Smith was not working in 6 The Women's Center? 7 A. I actually went to The Women's Center in '95. 8 She was there when I went there. There was a few - 9 time flies by, so I'm just going to guess there was a 10 few years in there that she didn't work there, but I 11 don't remember the specifics or where she was or when 12 she came back or any of that. 13 Q. Okay. All right. Do you ever recall an 14 incident involving a family member of Ms. Sharon Wise? 15 A. I can't say that I have any knowledge of 16 that, just rumblings that you hear. That's all. I 17 don't. 18 Q. You weren't working that day? You didn't 19 hear it firsthand or anything like that? 20 A. Right. Right. 21 Q. Or I'm not - excuse me, see it, you didn't 22 see it firsthand? 23 A. Right. Correct. 24 Q. Okay. Did you ever observe or come to know 25 of a time when Jane Smith was escorted out the	12 1 - improvements? 2 A. Uh-huh. Make some changes and improve 3 things. 4 Q. Did, did she say she wanted to get rid of any 5 - rid of people? 6 A. I don't know if she said names specifically. 7 Q. Okay. She didn't say names, but did she say 8 she wanted to get rid of people? 9 A. I don't know that she said it like that. 10 Q. Oh, okay. Okay. Now, has Jane Smith ever 11 asked you to call the hotline? 12 A. I'm trying to remember what it was about. 13 Yes, she did. 14 Q. And who did she ask you to call the hotline 15 about? 16 A. About Angel. 17 Q. And what, what, what was that conversation 18 like between you and Jane? I mean, how did that - did 19 she just come up to you or what happened? 20 A. I was in her office one day, and she said 21 that I needed to do that for her. 22 Q. All right. Now, did she say she needed you 23 to do that? 24 A. I don't remember if she said needed or 25 wanted.
11 1 building? 2 A. No, I don't know. I don't know of that 3 myself. 4 Q. Okay. Within The Women's Center, do you ever 5 recall Jane Smith's daughter working in The Women's 6 Center? 7 A. Yes. 8 Q. And was she working at the time when Jane was 9 either Interim Director or Director? 10 A. Uh-huh. 11 Q. And in what capacity do you recall her 12 working? In other words, was she full time, part-time, 13 PRN? 14 A. I believe she was PRN. 15 Q. Okay. Did Jane Smith ever talk to you about 16 the people that she may have wanted to get rid of? 17 A. I'm trying to think if I heard that like 18 that. I don't know that it was - I don't know that it 19 was said like that. I knew when she took that 20 position, she said she wanted to make a lot of changes 21 and improvements. 22 Q. Okay. So when she took the Interim position 23 or the actual Director? 24 A. I'm not sure. 25 Q. Okay. But she said she wanted to make change	13 1 Q. Okay. Okay. And did she tell you what she 2 wanted you to say? 3 A. Yes. 4 Q. What did she want you to say? 5 A. She-- 6 Q. I'm sorry, you can take a break if you need 7 to. 8 A. I had forgotten about this. 9 Q. Well, I didn't mean to ruin your day, so if 10 you need to take a minute to collect yourself, you can. 11 MS. CORN: Yeah, you can take a minute if you 12 need to, get some water. 13 A. She went into another office and got a manual 14 and said that she wanted me to use the terms that - I 15 really don't remember the exact words. Something to 16 the effect that Angel is disrupting the unit with 17 gossip and some - and I, I really don't remember all 18 the terms. At one time, I did, but I don't, but it was 19 to that effect. 20 Q. And did, did Jane Smith write down what she 21 wanted you to say? 22 A. No. 23 Q. Okay. She never put it on a piece of paper 24 or anything? 25 A. I actually wrote it down.

14 1 Q. Oh, okay. You, you wrote down the words that 2 Jane Smith told you to say? 3 A. Like keywords. 4 Q. Okay. Were you going to, were you going to 5 write the statement? 6 A. Was I going to? 7 Q. Were you, were you going to make the claims-- 8 A. No. 9 Q. --against Ms. Parsons? 10 A. No. Absolutely not. 11 Q. Oh. So why, why did you write the keywords? 12 A. Because that's what she wanted me to do. 13 Q. How did that make you feel? 14 A. In a bad position. 15 Q. Jane was your Director/Interim Director at 16 the time. Did you feel like you were going to -- did 17 you feel like your job would be affected if you didn't 18 do it? 19 A. No. I just felt like I needed to play along 20 and just let that pass. 21 Q. Okay. Did you ever share that with anybody? 22 That conversation with Jane, did you ever share that 23 with anybody? And when I say anybody, I mean anyone 24 over Jane Smith? 25 A. I don't remember if I shared it with anyone	16 1 Smith? 2 A. I can't think of anything. 3 Q. Okay. Did you feel comfortable testifying 4 with me today? 5 A. As comfortable as I could under the 6 circumstances. 7 Q. All right. Well, that's a good answer. And 8 do you feel as though your job is in jeopardy in any 9 way today? 10 A. No. 11 Q. Okay. All right. Nothing further. Thank 12 you for your time. 13 MS. CORN: Thanks, Patricia. 14 A. Thank you. 15 (DEPOSITION CONCLUDED AT 3:10 P.M.) 16 17 18 19 20 21 22 23 24 25
15 1 over Jane Smith. I'm not sure. I know I shared it 2 with one co- worker. 3 Q. Okay. Do you know whether or not Costa 4 Cockfield was aware of Jane's feeling toward Ms. 5 Parsons? 6 A. I, I do not know anything about that. 7 Q. Did you ever talk with Ms. Cockfield about 8 concerns that you may have had with Jane? 9 A. No. 10 Q. Do you recall Ms. Cockfield ever stating in a 11 meeting or having a meeting to discuss the use of the 12 hotline? 13 A. Yes. 14 Q. And do you recall about when that meeting was 15 or may have been, and it's fine if you don't? 16 A. No, I, I don't. 17 Q. Okay. And in that meeting, what, what was it 18 that you learned about, about the hotline? 19 A. The only thing I can remember is that there 20 was a chain of command for complaints. 21 Q. Okay. Now, at that time during that meeting 22 did you speak to anybody about what had happened? 23 A. Uh-uh. 24 Q. Okay. All right. Are there any other 25 instances that you wish to share regarding you and Jane	17 1 STATE OF SOUTH CAROLINA) 2 COUNTY OF DARLINGTON) CERTIFICATE 3 I, Laura W. Little, Verbatim Reporter and Notary 4 Public in and for the State of South Carolina, certify 5 that I did have Patricia Gibson appear before me at 6 2:56 p.m. on the 6th day of December, 2013 at Carolinas 7 Hospital Administrative Conference Room, 1594 Freedom 8 Boulevard, Florence, South Carolina; that the witness 9 was duly sworn and cautioned to tell the truth, the 10 whole truth, and nothing but the truth; that the 11 foregoing pages constitute a true and accurate 12 transcript of her testimony given at that time and 13 place. 14 I certify that I am not of counsel or kin to any 15 of the parties, nor am I interested in any manner in 16 its outcome. 17 IN WITNESS WHEREOF I have hereunto set my hand and 18 seal this the 27th day of December, 2013. 19 20 _____ 21 Laura W. Little, Verbatim Reporter 22 Notary Public, State of South Carolina 23 My Commission Expires September 21, 2015 24 25

Exhibit J

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF FLORENCE) TWELFTH JUDICIAL CIRCUIT
C/A NO. 2012-CP-21-3016

Angela Parsons,

Plaintiff,

-vs-

Jane Smith and QHG of South
Carolina d/b/a Carolinas
Hospital System, and
Carolinas Hospital System,

Defendants.

DEPOSITION OF:

CHERYL ANN NEUNER

Deposition of CHERYL ANN NEUNER taken
before Laura W. Little, Verbatim Reporter and Notary
Public in and for the State of South Carolina, at
Carolinas Hospital System, Administrative Conference
Room, 1594 Freedom Boulevard, Florence, South
Carolina, commencing at 5:53 p.m. on the 23rd day of
April, 2014.

Laura W. Little
Laura Little Reporting Service
Post Office Box 710
Darlington, South Carolina 29540
843-393-6466

2 1 APPEARANCES OF COUNSEL: 2 Attorney for Plaintiff: 3 Pheobe A. Clark, Esquire 4 Wukela Law Firm 5 Post Office Box 13057 6 Florence, South Carolina 29504 7 Attorney for Defendants: 8 Elizabeth S. Corn, Esquire 9 Hall Booth Smith, PC 10 40 Calhoun Street, Suite 550 11 Charleston, South Carolina 29401 12 In Attendance: 13 Angela Parsons 14 15 16 17 18 19 20 21 22 23 24 25	4 1 STIPULATIONS 2 Prior to the giving of any testimony by the 3 witness, it was expressly stipulated and agreed between 4 the parties to this action, through their respective 5 counsel, that 6 By Notice and/or Consent, said deposition is being 7 taken in accordance with Rule 30 of the South Carolina 8 Rules of Civil Procedure, which shall control the 9 taking of said deposition and its use thereof; 10 Said deposition shall be taken for the purpose of 11 discovery and/or for use as evidence in the above 12 entitled action, or for both purposes; 13 That all objections would be reserved until the 14 time of the trial except as to the form of the 15 question; 16 Reading and signing of the transcript of testimony 17 by the witness was waived. 18 19 20 21 22 23 24 25																																													
3 1 INDEX 2 ===== 3 PAGE-LINE 4 Direct Examination by Ms. Clark. 5-4 5 Cross Examination by Ms. Corn. 13-6 6 Redirect Examination by Ms. Clark. 20-13 7 8 9 10 EXHIBITS 11 ===== <table style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left; width: 15%;">NUMBER</th> <th style="text-align: left; width: 60%;">DESCRIPTION</th> <th style="text-align: left; width: 25%;">PAGE-LINE</th> </tr> <tr> <td>12</td> <td>(No Exhibits Introduced)</td> <td></td> </tr> <tr> <td>13</td> <td></td> <td></td> </tr> <tr> <td>14</td> <td></td> <td></td> </tr> <tr> <td>15</td> <td></td> <td></td> </tr> <tr> <td>16</td> <td>Court Reporter's Note:</td> <td></td> </tr> <tr> <td>17</td> <td> --Indicates Interruption;</td> <td></td> </tr> <tr> <td>18</td> <td> --Indicates Incomplete Phrases or Sentences.</td> <td></td> </tr> <tr> <td>19</td> <td></td> <td></td> </tr> <tr> <td>20</td> <td></td> <td></td> </tr> <tr> <td>21</td> <td></td> <td></td> </tr> <tr> <td>22</td> <td></td> <td></td> </tr> <tr> <td>23</td> <td></td> <td></td> </tr> <tr> <td>24</td> <td></td> <td></td> </tr> <tr> <td>25</td> <td></td> <td></td> </tr> </table>	NUMBER	DESCRIPTION	PAGE-LINE	12	(No Exhibits Introduced)		13			14			15			16	Court Reporter's Note:		17	--Indicates Interruption;		18	--Indicates Incomplete Phrases or Sentences.		19			20			21			22			23			24			25			5 1 CHERYL ANN NEUNER, 2 after being first duly affirmed to tell the truth, was 3 deposed and testified as follows: 4 DIRECT EXAMINATION BY MS. CLARK: 5 Q. Ms. Neuner, I am Pheobe Clark. 6 A. Hey, Pheobe. 7 Q. And I represent Ms. Angel Parsons in this 8 litigation against Carolinas. Have you participated in 9 a deposition before? 10 A. A long time ago. Many, many, many years ago. 11 Q. I'm sure it hasn't changed. 12 A. Probably not. 13 Q. But I will just be asking you a series of 14 questions and if I'm unclear or if I need to rephrase 15 my question, I'll be happy to do that. Have you taken 16 any medication today that would affect your ability to 17 understand my questions? 18 A. Just Claritin D 'cause I can't breathe with 19 the allergies. 20 Q. At this point, I think I need a little bit of 21 that. All right. And so now, Ms. Neuner, you 22 currently are employed with McLeod? 23 A. Yes. 24 Q. Okay. But when or how long did you work for 25 Carolinas?
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6 1 A. I worked for Carolinas around fourteen years. 2 Q. Okay. And what was your reason for leaving 3 Carolinas? 4 A. I moved to the Columbia area. I have since 5 moved back but that was my reason for leaving. 6 Q. And so in your fourteen years with Carolinas, 7 were you employed in The Women's Center? 8 A. Yes. 9 Q. Okay. And do you recall working with Ms. 10 Jane Smith? 11 A. Yes. 12 Q. Now, when you worked with Jane Smith, was she 13 always the Director of The Women's Center? 14 A. No. 15 Q. No. And so when you were working with Jane 16 Smith, what title do you recall her having? 17 A. She was a staff nurse but often served as a 18 charge nurse over the Labor and Delivery area: labor, 19 delivery, and postpartum. 20 Q. Okay. And then you were also present when 21 Jane was working as the Director? 22 A. No. I had, I had— 23 Q. No, you— 24 A. —gone by that time. 25 Q. You were gone already?	8 1 involving Ms. Jane Smith and Ms. E.W.? 2 A. Yes. 3 Q. Okay. And what do you recall about that 4 incident? 5 A. E.W. had a premature baby at The Women's 6 Center. E.'s mother was an employee that worked very 7 closely with us, all of us at The Women's Center and E. 8 had the baby. It wound up under my care. I was more 9 often than not the charge nurse, the charge nurse over 10 the nursery when I worked, and I took care of the baby 11 most of the days that I was there. 12 Q. Okay. And so when — what caused Ms. Jane 13 Smith, then, to become involved with Ms. W. and the 14 baby? 15 A. I really have no idea, because her consult on 16 that baby was unsolicited by myself or the 17 neonatologist caring for that baby. 18 Q. And, if you can recall, do you recall — I 19 mean, I understand you said "her consult," but what 20 does — what is the consult, what? 21 A. She had some training, and I don't know how 22 in-depth the training was, but she had some training in 23 breastfeeding consultation, lactation consultation and 24 on times — at times, certain times, if we felt the 25 need in the Special Care Nursery, we would ask for one
7 1 A. Uh-huh. 2 Q. Okay. Now, who left first, did Jane leave or 3 did you leave? 4 A. Well, I didn't leave Carolinas System until, 5 I think, it was 2011 or '12, but I did not work at The 6 Women's Center when Jane was a Director there. I 7 remained on their — on what they call a PRN status, 8 and I worked in Occupational Health at a paper mill 9 part-time, so I didn't work again at The Women's Center 10 for several years. I think, I left right at the end of 11 — I want to — I get confused. It's been some years. 12 It was either '06 or '07. 13 Q. Okay. 14 A. I think I moved to Lexington right at the end 15 of '07, so I would have left right around that time. 16 Q. Okay. So we're going to go way back in time 17 a little bit, Ms. Neuner. 18 A. Yeah. 19 Q. I'm trying to or I want to ask you about your 20 time working with Jane when she was the staff or charge 21 nurse. During that time — well, first of all, as 22 charge nurse, would Jane have an supervisory role over 23 you? 24 A. Not officially, no. 25 Q. Okay. And do you recall an incident	9 1 of the nurses with that type training to do a 2 breastfeeding consult with the particular mother if 3 there were difficulties or if we felt that there was 4 reason for a consult, but there was not one for her. We 5 did not request for her to do a breastfeeding consult. 6 I did not nor did the neonatologist. 7 Q. Do you recall who the neonatologist was at 8 the time? 9 A. Dr. Cox, Thomas Cox. 10 Q. All right. Now, do you recall Ms. Jane Smith 11 doing anything else with that patient? 12 A. Yes. 13 Q. What else? 14 A. She took it upon herself to perform this 15 lactation consult, and she made a note as a lactation 16 consultant in the baby's chart that she did not — and 17 I can't say, it's been too many years to tell you in 18 the exact words, but the gist of what was written was 19 that she did not recommend that that mother breastfeed 20 her baby due to her maternal drug use. 21 Q. Now, do you know whether or not the mother 22 had tested positive? 23 A. She — yes, she has tested positive for 24 drugs. I don't really remember the substance. I don't 25 think it was an opiate or anything of that nature. It

10 1 was probably a, you know, common street drug like 2 marijuana or possibly meth. I don't remember. It's 3 been too many years. It didn't really to matter to me. 4 There was no real reason for that mother not to be 5 allowed to be breastfeeding the baby. 6 Q. Okay. So yeah, so excuse my ignorance, but, 7 I mean, I really just need to know. 8 A. Just because a mother uses drugs at times 9 doesn't — does not necessarily mean that she is not 10 allowed to breastfeed. 11 Q. Okay. 12 A. I think every situation is evaluated 13 differently and the neonatologist makes a decision 14 whether he recommends that or not and more often than 15 not, the neonatologist will recommend depending on the 16 drug usage, how much, the mother's, you know, 17 willingness to get assistance. This particular girl 18 had a very supportive family. She sought help. She 19 went through all of the mechanisms that she needed to 20 do to make sure that she did what she did for her baby 21 and bonding is very important between a mother and a 22 baby, and so no one in our nursery would have stood in 23 the way of that mother breastfeeding her baby. I mean, 24 at worst case scenario, a mother can pump the milk 25 until any possible drugs could be out of the system,	12 1 reason. We did not solicit or ask Jane to do a 2 lactation consult on that family or that baby. 3 Q. And so, in your opinion, if a nurse becomes 4 involved in a patient that's not hers, is there any 5 kind of HIPPA violation associated with that? 6 A. Well, you know, we use HIPPA in everyday 7 language now, but thinking close to ten years ago, I'm 8 not really sure HIPPA was probably used, but anybody 9 would know that that is absolutely a privacy violation 10 for a nurse to go into the personal record of another 11 patient, read it, and document in it on top of that. 12 Q. Okay. And once you documented and reported 13 this incident, do you recall what happened after that? 14 A. I don't recall really hearing much of 15 anything. I know that within a fairly short period of 16 time, maybe a matter of weeks, Jane sort of 17 disappeared. I thought she was reassigned to work in 18 another area of the hospital. She was not work — she 19 was not appearing during any shifts I was working at 20 the hospital. We work twelve-hour shifts. I did not 21 see her, and I think I remember others commenting that 22 they did not see her. One assumption could be that 23 maybe she was being disciplined. We really weren't 24 sure what was going on with her and several months 25 later, she magically reappeared back working as she was
11 1 but there's, you know, no reason why that can't happen. 2 Q. Okay. So Ms. Smith makes this notation in 3 the file and did you report that to anyone? 4 A. I did. I documented. I remember and, again, 5 it's vague. It's been at least nine years, probably 6 close to ten, but I wrote what happened. I wrote that, 7 you know, I felt that what, what was done was mean. It 8 was mean. I reported it to the neonatologist and he 9 was very upset about it. He felt that he had been 10 overstepped. No one asked — you know, no one had 11 requested her services and she had taken it upon 12 herself to do this and for no real good reason was it 13 done. 14 Q. Now, why did you feel like there was — that 15 this was a — why did you feel like this was a mean 16 act, I mean? 17 A. Well, you'd have to know Jane, but Jane likes 18 to impose her morality on others and she likes to make 19 people feel bad when she's given the opportunity. She's 20 done it to people over the years, and I think she did 21 not have a real high opinion of this girl's grandmother 22 who was our coworker and I think she sees an 23 opportunity to create problems and upset people where 24 she could. I mean, that's my personal opinion, but 25 that's what I think happened, 'cause there was no real	13 1 before in The Women's Center and there was never any 2 explanation or discussion of why that was. 3 Q. All right. I don't have any other questions 4 for you, but answer any question she may have. 5 A. Sure. Sure. 6 CROSS EXAMINATION BY MS. CORN: 7 Q. Thank you. So I think you said you made a 8 complaint about the actions that you've discussed by 9 Jane, but you made the complaint to the neonatologist? 10 A. I made the complaint to the neonatologist. I 11 documented everything that happened, and I really 12 honestly can't remember if I handed it to Donna 13 Sullivan or if I left it for her, but any time we ever 14 had a situation involving a baby in any way where 15 anything untoward might have happened where I feared, 16 you know, recourse from a family or anything, I would 17 report it to my director. That is the way we do things 18 there. 19 Q. Okay. Do you know whether there was any 20 investigation? 21 A. I have no idea, no. 22 Q. Did you participate in any investigation? 23 A. No. No one ever indicated anything being 24 done about it, and I'm not sure if Dr. Cox, you know, 25 being that he was the medical provider, the

14 1 neonatologist, he would have been the one to have 2 ordered, you know, a consult on her. It's possible 3 that he may have been asked about it. I'm not really 4 sure. He was livid when it happened because he felt 5 like here was this nurse who had no reason to tamper in 6 somebody's file and make a recommendation, you know, of 7 that nature without his consult or consent. I mean, he 8 was livid about it. 9 Q. Uh-huh. 10 A. So I really -- it's possible he may have, but 11 I did not. 12 Q. Okay. But you don't know -- you said there 13 was an assumption that there have may been some 14 discipline for Ms. Jane Smith, but you don't know? 15 A. Well, when someone's there and they disappear 16 and it's hush-hush and no one says anything, you assume 17 that maybe someone's being disciplined, but you don't 18 know. 19 Q. You don't know? 20 A. You don't know. 21 Q. Okay. So you never saw Ms. Smith being 22 escorted from the building? 23 A. I never did, no. 24 Q. Okay. Did you tell anyone of your concerns 25 about a privacy violation by Ms. Smith?	16 1 A. It's been probably two years ago and she told 2 me that she was having some issues with basically a 3 wrongful termination and she felt that some of the 4 rationale behind why this happened to her was 5 surrounded by the incident that I had been involved 6 with with Jane and the baby. 7 Q. Okay. Had you talked with her about that 8 incident prior to her contacting you a couple years 9 ago? 10 A. Probably in the nursery. I mean, we all 11 worked in there together. We all took care of each 12 others' babies. She would have known through a report, 13 because I think she took care of the baby part of the 14 time, as well. I think we had a very upset mother. I 15 mean, she was crying and very upset, so it was very 16 evident that something very bad had happened. 17 Q. Do you know whether she did end up 18 breastfeeding the child? 19 A. I think she attempted to. 20 Q. Okay. 21 A. I think she attempted to. 22 Q. Did you talk about this incident with anyone 23 outside of the hospital? 24 A. No. 25 Q. Okay. Did you talk about it with any of the
15 1 A. I think most of it -- our nursery, if you've 2 ever stepped foot in there, it's like probably about 3 the size of this room, maybe a little larger. We all 4 work in there closely together and we all watch each 5 other's babies while we take breaks and eat lunch. So, 6 you know, we know what's going on with each others' 7 babies, so probably all of the nurses who were there 8 that day would have known about it. 9 Q. Do you recall what nurses were there that 10 day? 11 A. I think Jenny Johnson was there. Eydie Lee 12 probably was. They typically worked the same shifts 13 together. I couldn't tell you who else was there. I 14 don't remember. I remember discussing with Dr. Cox in 15 the nursery. 16 Q. Okay. Did there come a time at some later 17 date when you discussed it with Ms. Parsons? 18 A. Yeah, she contacted me. Gosh, that's been 19 two years ago, probably. 20 Q. You can not look at her for an answer because 21 I am only asking you. 22 A. Yeah, I'm sorry. 23 Q. If you don't remember, it's fine. 24 A. It's been--- 25 Q. That's okay.	17 1 other nurses or, you know, hospital employees but while 2 not at the hospital? 3 A. Not that I recall, but it's been a lot of 4 years ago. 5 Q. Okay. When was the last time you spoke with 6 Ms. Parsons before saying hey today? 7 A. She contacted me two or three weeks ago to 8 tell me that I would be getting contacted by either her 9 attorney or the hospital attorney to arrange for a 10 deposition. 11 Q. Okay. Did you meet with anyone to get ready 12 for your deposition today? 13 A. No, I did not. 14 Q. Okay. Do you have any documentation? Do you 15 have any materials that in any way relate to this 16 incident with Jane in your possession? 17 A. No, not in my possession. 18 Q. Okay. 19 A. At the time it happened, I made a copy of it 20 and I've moved several times, and I really tried to 21 find the documentation that I had saved and kept in a 22 file at home locked up and it must have just gotten 23 destroyed with the old files and papers. I don't know 24 where it went. 25 Q. Okay.

18 1 A. I couldn't locate anything. 2 Q. Okay. When did you -- you said you left The 3 Women's Center about '06 or '07? 4 A. I think it was at the end of -- I think it 5 was at the end of '07, if I'm not mistaken. 6 Q. Okay. And roughly when, if you can recall, 7 did this incident with Ms. W. occur? 8 A. Oh, it has to have been at least nine years 9 ago, and I think it around March. It was in the 10 Spring. I couldn't give you a date. 11 Q. Okay. 12 A. I'm sorry. I just -- I have nothing written 13 and my memory banks don't run that deep so. 14 Q. But maybe roughly '05, somewhere around 15 there? That's, that's about nine years ago if my math 16 is right. 17 A. Yeah, yeah. 18 Q. Somewhere around there? 19 A. Probably. 20 Q. Okay. I'll put an "ish" next to that. 21 A. No, I just-- 22 Q. Did you ever make -- other than that 23 incident, did you make any other complaints about Ms. 24 Smith to anybody? 25 A. Oh, we all complained about Jane from one	20 1 Q. Which mill was that? 2 A. Smurfit Stone. 3 Q. Okay. And how long did you do that? 4 A. Oh, probably over the course of four or five 5 years. It was real intermittent and sporadic. I 6 didn't work out there all the time, just when they 7 needed somebody. 8 Q. Okay. So you were only called in as-needed? 9 A. Yeah. 10 Q. 'Cause that's what PRN means? 11 A. Yeah. 12 Q. Okay. I think that's all I have. Thank you. 13 REDIRECT EXAMINATION BY MS. CLARK: 14 Q. I just have one follow-up question. You said 15 -- I think you said that the issue had come up in 16 report, the issue about Ms. W.? 17 A. Yeah. You have to understand, we were a 18 small Special Care Nursery and, like I said, probably 19 not much bigger than this room, we all watch each 20 others' babies when were taking breaks and lunch, so we 21 all would know what was going on with each others' 22 babies if we were all there taking care of them at that 23 point in time. 24 Q. Okay. 25 A. So, we would, you know, give a little report
19 1 time to next. 2 Q. To each other or to someone in authority? 3 A. Both. 4 Q. Okay. 5 A. Both. 6 Q. What were your specific complaints? 7 A. Jane would be in charge when one of us would 8 be in charge of the nursery and if she wanted something 9 done her way, be it pulling nursery staff into her unit 10 or anything of that nature, she would get her way and 11 people got tired of it. Jane runs rough-shot over 12 people that she has authority over and tended to get 13 her way many times. 14 Q. Okay. You never would have told anyone that 15 you -- that Jane got kicked out of the building, 'cause 16 you didn't see it? 17 A. I wouldn't have known if Jane kicked out of 18 the building, so no. 19 Q. Okay. 20 A. No. 21 Q. So that's not something you would have said? 22 A. No. 23 Q. Okay. You said you worked -- you said it was 24 PRN and Occupational Health at a paper mill? 25 A. Yeah.	21 1 on what's going on with the baby and with the family, 2 if you're expecting them to visit, when the feedings 3 are due, those kind of things. 4 Q. Okay. And so, even though you don't remember 5 the exact time of this incident, you do know it's when 6 Ms. W. had just given birth to her baby? 7 A. Yeah. It probably would have been within the 8 first few days of the baby's life, because that's when 9 you want to begin breastfeeding, you know. 10 Q. Okay. 11 A. And the baby might not have been able to eat 12 initially, because it was in the Special Care Nursery 13 and I don't recall. Sometimes if there's respiratory 14 issues or other things going on, we may hold feeding 15 and give them IV fluids. So sometimes, there's a lag 16 of, you know, a day or two, sometimes more depending on 17 what's going on with the baby that we don't feed. But, 18 we usually begin to try to feed the baby as soon as 19 possible. 20 Q. Okay. All right. Nothing further. Thanks. 21 MS. CORN: That's it for me. 22 (DEPOSITION CONCLUDED AT 6:13 P.M.) 23 24 25

1 STATE OF SOUTH CAROLINA)
2 COUNTY OF DARLINGTON) CERTIFICATE
3 I, Laura W. Little, Verbatim Reporter and Notary
4 Public in and for the State of South Carolina, certify
5 that I did have Cheryl Ann Neuner appear before me at
6 5:53 p.m. on the 23rd day of April 2014 at Carolinas
7 Hospital System, Administrative Conference Room, 1594
8 Freedom Boulevard, Florence, South Carolina; that the
9 witness was duly sworn and cautioned to tell the truth,
10 the whole truth, and nothing but the truth; that the
11 foregoing pages constitute a true and accurate
12 transcript of her testimony given at that time and
13 place.

14 I certify that I am not of counsel or kin to any
15 of the parties, nor am I interested in any manner in
16 its outcome.

17 IN WITNESS WHEREOF I have hereunto set my hand and
18 seal this the 16th day of May, 2014.

19 _____
20 Laura W. Little, Verbatim Reporter
21 Notary Public, State of South Carolina
22 My Commission Expires September 21, 2015
23
24
25

Exhibit K

STATE OF SOUTH CAROLINA)
 : IN THE COURT OF COMMON PLEAS
 COUNTY OF FLORENCE) Case No. 2012-CP-21-3016

Angela Parsons,)

Plaintiff,)

-vs-)

Jane Smith and QHG of)
 South Carolina d/b/a Carolinas)
 Hospital System and Carolinas)
 Hospital System,)

Defendants.)

DEPOSITION OF:

JANE SMITH

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Given before Alison Peterson, Court Reporter and
 Notary Public, at the offices of Carolinas Hospital, 1594
 Freedom Boulevard, Administrative Conference Room, Florence,
 South Carolina, on Tuesday, March 18, 2014, commencing
 at 10:00 o'clock a.m.



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 843.849.0133

APPEARANCES

For the Plaintiff:

WUKELA LAW FIRM

By: Phoebe A. Clark, Esquire.

403 2nd LOOP ROAD

FLORENCE, SOUTH CAROLINA 29505

For the Defendants:

HALL, BOOTH & SMITH, PC

By: Richard N. Sheinis, Esquire.

191 PEACHTREE STREET NE, SUITE 2900

ATLANTA, GEORGIA 30303

Also Present: Angela Parsons

The deponent was explained her right to read and sign the deposition and did not waive that right.

(Jane Smith, being duly sworn, testified as follows:)

DIRECT EXAMINATION BY MS. CLARK:

Q. Thank you. I am Phoebe Clark. I represent Ms. Angel Parsons in this matter. For the record, will you just please state your full name?

A. Jane Nance Smith.

Q. Ms. Smith, as you can see, we have a court reporter here who is going to be taking down everything you say. Please speak as clearly and as loudly as you can for her. It is my hope that we do not over talk each other. I will ask the questions and you will provide the answers to the best of your ability.

If I need to rephrase my questions, I will be happy to do so. I hope that we do not talk over each other at the same time. If you just need to stop me maybe if you are not finished with an answer or something, just stop me and I will pause because sometimes I jump before you are done. Let's stay away from uh-huh and huh-uh and nodding our heads, it is easy to do, or shaking our head because she has to get all of that down. Have you taken any medication that would affect your ability to understand me or my questions today?

A. I have not.

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Q. Did you review any documents when you got the notice for this deposition today?

A. I have.

Q. Were you with counsel at the time?

A. I was.

Q. Ms. Smith, what is your current job title at the present point?

A. I'm a nurse at McLeod Regional Medical Center.

Q. How long have you held that position?

A. About 20 months.

Q. How did you go about obtaining that position?

A. I applied for it.

Q. Did you go through an interview process?

A. I did.

Q. Are you in a certain or particular department?

A. I work in labor and delivery, nursery, and mother baby.

Q. Before working at McLeod, where were you working?

A. I worked here at Carolinas.

Q. About how many years, if you know, were you with Carolinas?

A. 30.

Q. If you can recall, let's try to take me through the different job titles. Let's take me through your advancement with Carolinas.

1 A. When I started Carolinas I worked on a med-surg
2 floor.
3 Q. As a nurse?
4 A. As a nurse. I also worked in the recovery room. I
5 was the nursing supervisor. I worked in case management,
6 utilization review. I went back to nursing supervisor again
7 and then from there I came to The Women's Center.
8 Q. Any time you were in the different areas, the
9 different departments, so from med-surg to recovery room,
10 would that of just been a lateral move?
11 A. It was.
12 Q. Whenever you moved to nursing supervisor, would
13 that have been a promotion?
14 A. It was.
15 Q. Did you have to apply to become the supervisor?
16 A. I was asked.
17 Q. Do you recall by whom?
18 A. The director of nursing at that time.
19 Q. This 30 years, was this a continuous time period?
20 A. Pretty much so. I went from PRN to part-time to
21 full-time. Took a leave of absence when my babies were born.
22 Q. During that 30 year period, were you ever
23 terminated or asked to resign?
24 A. I was not.
25 Q. The time period between the very last two that you

1 position. I just kind of felt like it was just more than I
2 could handle.
3 Q. At the time of your separation, what was your job
4 title?
5 A. I was director. I stepped down to go into staffing.
6 I was in staffing and I developed Bell's palsy. My physician
7 felt like it was stress related. My husband and I just felt
8 like it was best that I get away from this environment.
9 Q. In the director role, can you talk to me a little
10 bit about what were your primary job duties as the director?
11 A. I oversaw the operation of labor and delivery, OR
12 for women's services, for the nursery and for special care
13 nursery. I was responsible for maintenance of the building,
14 budget, ordering supplies, staffing, keeping doctors happy,
15 policies.
16 MR. SHEINIS: They needed four or five nurses
17 to keep the doctors happy.
18 A. Policies, procedures, standards of care, making
19 sure the best practice was being followed.
20 Q. Anything else that you can think of?
21 A. Those are the major ones.
22 Q. Under what I will call the staffing umbrella, did
23 that include interviewing and hiring?
24 A. It did.
25 Q. Did that also include the scheduling?

1 gave me -- you were the nursing supervisor for the second
2 time and then you moved onto the position with The Women's
3 Center. How did you make that transition? What happened or
4 what were the circumstances?
5 A. I was the day shift supervisor and that position
6 was fixing to be deleted and I had a choice to go to night
7 shift supervisor. It was kind of a downsizing thing. They
8 felt like the nurse managers could handle not having a
9 supervisor on the day shift. The Women's Center had just
10 been built. We had not had women's services at Bruce. I knew
11 that was something I would like to do so I asked if I could
12 move there.
13 Q. You went to The Women's Center when it was Bruce?
14 A. When they merged, when Bruce and Florence General
15 merged. We were freestanding over here before anything else
16 was out here.
17 Q. Right. I am from here so I know. You were at The
18 Women's Center for the rest of your time then?
19 A. Right. I did supervise over here then. When I was
20 PRN I would work at The Women's Center and I would also
21 supervise over here in this building.
22 Q. Can you tell me why you separated from Carolinas?
23 A. At the end, when I left?
24 Q. Yes.
25 A. Just a lot of stress from management about my

1 A. It did.
2 Q. Do you ever recall delegating that scheduling duty
3 to anyone else?
4 A. Yeah.
5 Q. Who typically? If you do not remember the person
6 you can just give me the title, but who typically would have
7 that --
8 A. Usually there was a person in the nursery that did
9 the nursery schedule and there was a labor and delivery
10 nurse that did the labor and delivery. It seems like there
11 was one on day shift and one on night shift that did the
12 labor and delivery.
13 Q. Would you do anything to check it or verify it?
14 A. Yeah.
15 Q. What would you do?
16 A. I would make sure that there was a good mix of
17 nurses for each shift, that the numbers were right, that
18 everybody got the time that they were -- like a full-time
19 person got full-time hours, part-time person got their part-
20 time hours.
21 Q. Was there any software available to help you guys
22 schedule?
23 A. No.
24 Q. Tell me how the scheduling would work? How would
25 that work?

10

1 A. In what way are you asking?
 2 Q. I assume that you are given a blank - the names of
 3 all the people who work in labor and delivery and nursery.
 4 How do you go about filling? Do you have black out days for
 5 people who may be part-time? How did you go about doing
 6 that?
 7 A. Right. At the top of the schedule usually the
 8 charge nurses were listed at the top of the schedule. You
 9 always want to make sure you have your charge nurse there
 10 every day so you fill that role. You put your nurses that
 11 could do labor. Then you could do your nurses who could do
 12 postpartum or labor down toward the bottom.
 13 Q. The schedule, how often was the schedule made?
 14 A. Every two weeks.
 15 Q. At what point or when would you go back and check
 16 for low census or adjust the schedule for low census?
 17 A. Daily. We had to look at that every four to eight
 18 hours. At one time we were looking at it per shift and then
 19 we had to start looking at it every four hours. It came down
 20 to four hours.
 21 Q. How would you determine that there was low census
 22 or was that something that came down from the hospital?
 23 A. It was kind of probably - kind of the general
 24 consensus was that people that were PRN were sent home
 25 first. Well, anybody that was on overtime was sent home

11

1 first. PRN was sent home next. Then part-time, then full
 2 time.
 3 Q. Do you recall ever having issues with scheduling?
 4 MR. SHEINIS: Object to the form. You can go
 5 ahead and answer.
 6 A. Always. Anywhere you go.
 7 Q. Right. What would be your general policy for trying
 8 to address that kind of issue?
 9 A. Which issue?
 10 Q. The issue of the nurses being unhappy with the
 11 schedule.
 12 A. There's so many different levels of unhappy. One
 13 can be unhappy with one part of it where the next one's fine
 14 with that part of it. As long as the schedule was being met
 15 and everybody was getting their hours that they needed that
 16 they were assigned to, and the staffing levels, the
 17 competency levels were what they needed to be, they usually
 18 could work it out themselves.
 19 Q. I want to ask you some questions about the
 20 policies. I know that you said policies and procedures were
 21 within your duties as director. Was it your duty to
 22 implement them or just ensure that they were being followed?
 23 A. To be sure that they were being followed and to -
 24 there were the labor and delivery and nursery policies. I
 25 was responsible for keeping them updated.

12

1 Q. What then was your recollection of the policy in
 2 terms of having nurses that are trained for a particular
 3 department? Were you responsible for training the nurse for
 4 the postpartum department?
 5 A. They did go through some training.
 6 Q. Was that on camp - at Carolinas?
 7 A. Right.
 8 Q. Did they have to have some type of certificate of
 9 completion or some type of verification?
 10 A. No. They would have a competency checklist that
 11 they were competent to do that.
 12 Q. In terms of policy, did you - was there any kind
 13 of policy that required the competency checklist be in place
 14 before placing a nurse in the postpartum department?
 15 A. No. They worked on the competency while they were
 16 in place.
 17 Q. In terms of policy, did you have established a
 18 policy to ensure that there was even distribution on the
 19 schedule of work hours?
 20 A. I'm not sure what you are asking.
 21 Q. Did you have any kind of policy in place to ensure
 22 - I'll tell you what, let me back it up. For your PRN
 23 employees, was there a requirement that they work a minimum
 24 number of hours?
 25 MR. SHEINIS: Object to the form. Go ahead.

13

1 A. There is a hospital policy that says they have to
 2 work a minimum number of hours.
 3 Q. Within your role at The Women's Center as the
 4 director, did you have any or know of any policy that tried
 5 to ensure that on the schedule the employee got the minimum
 6 number of hours?
 7 MR. SHEINIS: Object to the form. You can go
 8 ahead.
 9 A. I mean, it just depends on if we needed, and when
 10 they could work, if they could work the hours that we
 11 needed. When a full time person or a part-time person or a
 12 PRN person were not meeting their hours, we would get a call
 13 from payroll to say they were not working their hours.
 14 Q. At that time when you get the call from payroll,
 15 would there generally be a process or procedure in place for
 16 you to address that?
 17 A. Yes. I would address it with the employee that they
 18 needed to work their hours. More so with the full-time and
 19 part-time because they were receiving benefits and that was
 20 the reason payroll was concerned about that.
 21 Q. I understand. In your role as director do you
 22 recall any policy regarding family members working together?
 23 A. I don't know that there's a policy in place with
 24 that.
 25 Q. Do you know of any unofficial or unwritten policy

(Pages 10 to 13)

14

1 about family members?
 2 A. No. There's family members throughout the hospital
 3 that work together.
 4 Q. Were you aware of any progressive discipline policy
 5 with Carolinas? Do you know what I mean by that?
 6 A. No.
 7 Q. Were you aware of any policy that suggested that
 8 employees be given a warning, ---
 9 A. Yes.
 10 Q. --- a written write up?
 11 A. Yes.
 12 Q. What was your understanding of the policy with
 13 Carolinas when you were the director?
 14 A. I would usually give them a verbal warning. We'd
 15 talk about it. And a written.
 16 Q. Would you then progress to suspension or probation?
 17 A. Not without going to HR.
 18 Q. What would you go to HR for? What was the purpose?
 19 A. For understanding of the policy to make sure I was
 20 following the policy correctly.
 21 Q. Did you have to go to HR for approval?
 22 A. For suspension, yes, I would say.
 23 Q. You said verbal, written, and then suspension or
 24 probation if you spoke with HR. If it did not get resolved,
 25 what would the next step be?

15

1 A. Termination.
 2 Q. Would you go to HR before termination?
 3 A. Yes.
 4 Q. What would your purpose be for going to HR?
 5 A. To make sure that policy is being followed.
 6 Q. For terminations, would you go to HR for approval
 7 before terminating?
 8 A. Absolutely.
 9 Q. After speaking with HR, then would you be the one
 10 to issue the termination or would HR do that?
 11 A. HR would do that.
 12 Q. Do you know how or what manner HR would ---
 13 A. I don't.
 14 Q. --- issue the termination. Is this the policy you
 15 customarily followed when you were employed as the director?
 16 A. Yes.
 17 Q. Do you recall working with Ms. Angel Parsons?
 18 A. I do.
 19 Q. What is your earliest recollection of coming to
 20 work with Ms. Angel Parsons?
 21 A. I mean, she had been there a long time while I was
 22 there.
 23 Q. Do you recall who was there first?
 24 A. No, I don't.
 25 Q. Do your recollections of working with Angel

16

1 Parsons, was that always at The Women's Center?
 2 A. It was.
 3 Q. Were you always the director?
 4 A. I was not.
 5 Q. At any time were you Ms. Angel Parson's co-worker?
 6 A. I was.
 7 Q. What was your title when you were not the director?
 8 A. Staff nurse.
 9 Q. Do you recall working with Ms. S.W.?
 10 A. I do.
 11 Q. Were you the director at the time you were working
 12 with S.W.?
 13 A. I was staff nurse and director.
 14 Q. Ms. Rocky or Rochelle Taylor?
 15 A. Staff nurse.
 16 Q. Do you recall whether or not you terminated Rocky
 17 Taylor?
 18 A. I did not.
 19 Q. Were you the director at the time she separated
 20 from the company?
 21 A. I was not.
 22 Q. Ms. Parsons [sic], in your opinion, what was your
 23 opinion of Angel Parsons' work?
 24 MR. SHEINIS: Just for clarification, you mean
 25 clinical skills?

17

1 Q. Clinical skills, that's right. Thank you.
 2 A. Her clinical skills were well.
 3 Q. What did she have -- I may be saying this wrong but
 4 did she have a department specialty or a special area that
 5 she worked?
 6 A. In the nursery.
 7 Q. I know you were saying something about labor and
 8 delivery. Is that all the same or two separate things?
 9 A. It's all the same basically. I mean, we're an FDRP
 10 which is kind of generalized care for the mom and the baby.
 11 Q. Would Angel Parsons also work in labor and
 12 delivery?
 13 A. No, she would not do labor and delivery.
 14 Q. She was strictly nursing - nursery, excuse me?
 15 A. Right.
 16 Q. Did you have to do those competency checks for Ms.
 17 Angel Parsons?
 18 A. We did.
 19 Q. Were you responsible as the director for completing
 20 Angel Parsons' annual evaluation?
 21 A. I was.
 22 Q. To the best of your recollection, do you have any
 23 recurrent issues with Ms. Parsons?
 24 A. Did not.
 25 Q. Her clinical skills you stated were fine. Is that

(Pages 14 to 17)

18

1 right?
 2 A. Yes.
 3 Q. If you had any, what was your opinion of her, I
 4 guess, general work attitude?
 5 A. There were some concerns with staff that came to
 6 me.
 7 Q. Could you elaborate on that at all?
 8 A. I had some staff members come to me about their
 9 time. They felt like Angel was calling requesting their time
 10 when she was PRN; trying to pick up a few hours here and
 11 there. She would call and ask how many patients we had and
 12 how many nurses we had. They felt like they didn't have to
 13 answer questions. I told them just to refer her to me if she
 14 called.
 15 Q. Do you recall ever speaking to Ms. Parsons about
 16 this behavior?
 17 A. I did. The staff also came to me and told me that
 18 she was telling in the nursery that I had been terminated
 19 over a HIPAA violation.
 20 Q. Had you ever been terminated?
 21 A. I had not.
 22 Q. Was there ever an issue with you and a HIPAA
 23 violation?
 24 A. There was not.
 25 Q. Do you recall any one of the staff member's names

20

1 stop what you - the gossiping?
 2 A. No. It seemed to be several weeks later another
 3 staff member came - I remember the next staff member that
 4 came to me was Linda Cannon. She told me that she was still
 5 discussing and saying I had been terminated. I called Angel
 6 back in a second time and told her that I continued to hear
 7 the same things and I just wasn't sure why she was
 8 continuing to talk about that. I even offered that we go
 9 over to HR and let HR tell her that I had not been
 10 terminated but that it had to stop. There again, did not
 11 write her up. It was just a verbal conversation.
 12 Q. Even though you did not write her up, did you
 13 document this in any way?
 14 A. I think I did on my calendar but I don't have
 15 access to that to know.
 16 Q. Do you alert HR of the situation?
 17 A. I alerted Costa Cockfield, my supervisor.
 18 Q. Did Ms. Cockfield direct you to take any action?
 19 A. No, she did not.
 20 Q. Did she take any action?
 21 A. Not that I'm aware of.
 22 Q. After what I will call the second conversation, did
 23 this conduct continue?
 24 A. Not that I was aware of.
 25 Q. Between the first conversation and the second

19

1 who complained or said that Angel was calling them?
 2 A. Patricia Gibson was one.
 3 Q. Do you recall any others?
 4 A. Edie Lee was one. There were a couple more but I
 5 don't recall.
 6 Q. I think you stated that you spoke to Angel about
 7 this?
 8 A. I did.
 9 Q. In your opinion, would that have been the verbal
 10 warning?
 11 A. It wasn't really a verbal warning. I just called
 12 her in and told her that I was concerned and that I wasn't
 13 real sure where she got her information but I had never been
 14 terminated. She said she did not say that. I said, you know,
 15 the staff had come to me and told me that she was telling on
 16 the unit and that I felt like it was very nonproductive and
 17 it was just not a good place to gossip and that's what I
 18 felt like it was, was gossip. I asked her to stop.
 19 Q. To the best of your recollection, after this
 20 conversation with Ms. Parsons, did Ms. Parsons stop calling
 21 about hours?
 22 A. No.
 23 Q. The conduct continued?
 24 A. It did.
 25 Q. To the best of your recollection, did Ms. Parsons

21

1 conversation, was there an annual evaluation that maybe you
 2 documented this on?
 3 A. I'm not - do not recall that.
 4 Q. Do you recall documenting these issues on any of
 5 Ms. Parsons' annual evaluations?
 6 A. I do not recall.
 7 Q. Did you ever make a decision or decide that you
 8 were not going to place Angel on the schedule?
 9 A. No. We were going through a downsizing, I guess is
 10 what you would call it, trying to accommodate what we had to
 11 work with less nurses. I was told from Costa that I had to
 12 cross train all staff, that everybody needed to be able to
 13 cross train over into another area. We started moving
 14 forward with that. Some people were more agreeable to do
 15 that than others.
 16 Q. What is that cross training process? Is that
 17 something that you were hands on, literally cross training?
 18 A. I mean, it really is a very simple process. I mean,
 19 we have nurses from Flex Pool and from other floors come
 20 over to work postpartum spur of the moment, and they're able
 21 to walk into our building and work postpartum. The nurses
 22 that are in the building have seen it every day. It's not
 23 something that's new to them. If they needed some help with
 24 maybe a fundal assessment, maybe a few medications that are
 25 a little different than the nursery. The labor and delivery

(Pages 18 to 21)

22

- 1 do labor and delivery postpartum and they do the OR. The
2 nursery nurses were being asked to come out and just cross
3 train to postpartum.
4 Q. Labor and delivery was doing postpartum and OR?
5 A. Right and some nursery. There's some that could do
6 nursery also.
7 Q. The nursery workers were asked to cross train for
8 postpartum?
9 A. Right. There was a time that the budget -- there
10 were more nurses than we needed. Some people had left and so
11 in order to not be hiring those positions, we were going to
12 cross train.
13 Q. What process was in place to verify that the cross
14 training had been completed?
15 A. It was - when I left it had not been completed. We
16 set a goal of when everybody needed to be cross trained.
17 Some volunteered to go ahead and do it sooner than others.
18 They were - if they were going to be called off for low
19 census then they needed to go out to the floor and be cross
20 trained. They got two to three shifts out there with another
21 nurse.
22 Q. Was that the cross training, that they would work
23 in the area?
24 A. Uh-huh.
25 Q. Would they have to complete that competency

23

- 1 checklist?
2 A. There would be a checklist.
3 Q. Do you recall whether or not Ms. Angel Parsons had
4 completed the cross training for postpartum?
5 A. She did not. She was asked to but she did not.
6 Q. Asked by who?
7 A. I asked her to go out to the floor one night to
8 work I think with Gloria Hood. I can't remember who. She did
9 not want to do that.
10 Q. Did she indicate to you why?
11 A. She said she did not feel comfortable doing it.
12 Q. Did you have an opinion about her remark?
13 A. Not an opinion but just that this was just an
14 expectation of the job.
15 Q. Once Angel Parsons stated that she did not feel
16 comfortable, did you then make a decision to not put her on
17 the schedule?
18 A. Not based on that. We did not need her at that
19 point.
20 Q. Why didn't you need her?
21 A. Because of the budget cuts. When we had people
22 there, it was people who could do more than one area. You
23 know, if the nursery had three babies and there were two
24 nurses, one of those nurses needed to come out and help on
25 the floor.

24

- 1 Q. To the best of your recollection was Ms. Angel
2 Parsons the only one in The Women's Center who only worked
3 in the nursery?
4 A. No, she was not.
5 Q. Because of the budget cuts, did you not schedule
6 other workers?
7 MR. SHEINIS: Object to the form, Go ahead.
8 A. I'm not sure what you're asking.
9 Q. Right. I think my prior question was did you make
10 a decision to not schedule Angel for hours. You said that it
11 was not just because of the budget cut?
12 A. Right.
13 Q. And that you did not need --
14 A. We didn't need PRN people as much as we did before
15 her. Her hours were very limited. She could do half shifts.
16 You know, it was just the shifts that she could give us were
17 not the shifts that we needed at the time.
18 Q. There were different factors that went into --
19 A. Right. Many different factors.
20 Q. From the fact that the PRN you did not need as much
21 to her shift availability and budget cuts?
22 A. Right.
23 Q. Eventually, did you contact HR about terminating
24 Angel Parsons?
25 A. I think that I got a call from - she was not the

25

- 1 only one. I think I got a call from Debbie Gracie, I can't
2 remember, saying that she had not worked hours and several
3 other people were not working their hours.
4 Q. Debbie Gracie, what department --
5 A. That's payroll.
6 Q. Payroll?
7 A. Payroll.
8 Q. I thought maybe that was what it was. Payroll
9 notified you that --
10 A. There were several people who were not making
11 hours.
12 Q. Do you recall any of the other people who were
13 named?
14 A. I do not. They were not PRN people who were. They
15 were part-time and full time people.
16 Q. Once you get the notification from payroll that
17 certain people are not making their hours, what action did
18 you take once getting that call?
19 A. I don't recall. I put staff meeting notes, talked
20 to some of them, just made sure with the scheduling people
21 that they were scheduled. Part of that too is that payroll
22 did not understand that they were being called off for low
23 census and that they were taking low census with no pay
24 because their vacation time had run out. It looked like they
25 were not meeting hours. They were being posted for hours but

(Pages 22 to 25)

26

1 not actually being paid for hours because they did not have
2 vacation time.
3 Q. Would that make a difference in terms of the
4 minimum requirement, the fact that they were put on the
5 schedule but it was low census that took them off? Did that
6 make a difference?
7 A. No.
8 Q. You just felt like payroll needed to know that?
9 A. Right.
10 Q. Why did you feel like they needed to know that?
11 A. Because they were being posted for those hours.
12 Q. Did you want payroll to know that they were being
13 scheduled --
14 A. Right.
15 Q. But low census was the thing that took them off?
16 A. [Shakes head up and down.]
17 Q. At some point, Angel Parsons was separated. Is that
18 right?
19 A. Right.
20 Q. Can you describe for me what your involvement was
21 at all in the termination or separation, excuse me?
22 A. I talked with Costa and because of her inability to
23 cross train where she was needed more than she was needed in
24 the nursery at the time.
25 Q. You spoke with Ms. Costa Cockfield?

27

1 A. Right. I spoke to HR.
2 Q. About? What did you speak to HR about?
3 A. About that and the fact that she had not worked
4 hours. I'm not even sure who was over HR at that time to be
5 honest with you, if it was Tammy or if it was Donna D'Amico.
6 Q. After speaking with Costa and HR, how did the
7 separation come about?
8 A. HR told me to fill out one of the PAFs.
9 (PLAINTIFF'S EXHIBIT NUMBER ONE MARKED FOR IDENTIFICATION.)
10 Q. I am going to give you what is marked as
11 Plaintiff's Exhibit 1. It is actually two pages of personnel
12 action form. Do you recall either one of these forms, the
13 first page or the second page?
14 A. I do. They both kind of look like the same page.
15 Q. That is the question that I had and I wanted to
16 ask. First of all, these forms, the personnel action forms,
17 are these the kind of forms that have, you know, white copy,
18 pink copy, yellow copy?
19 A. Right.
20 Q. Would the second page be one of those color pages?
21 A. It could be.
22 Q. That is your signature on both the first page and
23 the second page, right? At the bottom?
24 A. It is.
25 Q. I just was not sure how the two forms came about

28

1 and I wanted to ask. Let's just look at the first page then.
2 It says in Roman numeral, I believe, six, "termination
3 code." It has "resignation" with an X over "resignation."
4 Did you fill that portion out?
5 A. I don't think I did fill that out. The only portion
6 I did fill out was her name at the top, the "CHSTWC", the
7 "PRN termination does not meet hours worked and failure to
8 accept assignment of cross training to postpartum." I signed
9 my name and dated it 08-05.
10 Q. In the comments section to the right where it has
11 last day worked --
12 A. I did not fill that out.
13 Q. The part that says, "States wanted nights but no
14 nights available." Did you write that?
15 A. I did not.
16 Q. The effective date, August 5th, 2011, do you know
17 how that date was decided?
18 A. That was the day that I filled it out and gave it
19 to HR.
20 Q. Did you take any action after giving the personnel
21 action form to HR?
22 A. I did not.
23 MR. SHEINIS: I am going to object to the
24 question as to the form but you have already
25 answered and that's okay.

29

1 Q. It looks like above the human resources line, can
2 you make out that signature of who that might of been?
3 A. It looks like Tammy Dickerson probably would of
4 done that.
5 Q. Right. It looks like a T and a D, I just wanted to
6 make sure or see if you felt so too. But to your
7 recollection, you do not recall who the HR person was at the
8 time, I think you said?
9 A. No. I didn't know which one was here but that says
10 Tammy was here during ...
11 Q. Tammy, do you know whether or not Tammy - strike
12 that. Who made the final decision that Ms. Parsons needed to
13 be separated?
14 A. I think Costa and I talked about it and she talked
15 with Tammy about it, whoever the HR director was. It must of
16 been Tammy.
17 Q. You do not know who checked "resignation"?
18 A. No, I don't.
19 Q. Let's look on the second page then. Do you see up
20 in Roman numeral I where "termination" is checked?
21 A. I do.
22 Q. Did you check that?
23 A. I did not.
24 Q. You did not?
25 A. [Shakes head side to side.]

(Pages 26 to 29)

30

1 Q. Did you inform Ms. Parsons that she was terminated?
 2 A. I did not.
 3 Q. Before filling out this form, this personnel action
 4 form, Plaintiff's 1, do you recall ever being informed that
 5 Angel Parsons was making complaints about you?
 6 A. I was not.
 7 Q. Did Hal Hunter ever speak with you about concerns
 8 that Angel Parsons had had about you?
 9 A. Never told me who had concerns but told me that
 10 someone had been to him.
 11 Q. In what setting - strike that. Hal Hunter did not
 12 work physically at this location of Carolinas, right? Or did
 13 he?
 14 MR. SHEINIS: When you say "this location,"
 15 you mean The Women's Center or the entire complex?
 16 Q. Yeah, let me say this complex. Did Hal Hunter work
 17 here in Florence at this complex?
 18 A. Uh-huh.
 19 Q. He did? I don't know why I have him in a great big
 20 old corporate office somewhere. Did Hal Hunter call you in
 21 for a meeting?
 22 A. He did.
 23 Q. What did he inform you of? What did he say?
 24 A. I don't really remember other than there had been
 25 a complaint about scheduling but there were a lot of

31

1 complaints about scheduling during that time.
 2 Q. Downsizing is never fun. Was this before Ms.
 3 Parsons' separation that Hal Hunter spoke with you?
 4 A. I don't recall.
 5 Q. Had Costa Cockfield ever spoken to you about
 6 complaints that Angel Parsons had about you?
 7 A. She had not.
 8 Q. What about Tammy - is it Dickinson or Dickerson?
 9 A. I'm not sure.
 10 Q. Tammy, the HR person, had she ever come to you
 11 about complaints that Angel Parsons may of had?
 12 A. [Shakes head side to side.]
 13 Q. When Angel Parsons separated from Carolinas, did
 14 you inform the people in the nursery department?
 15 A. The person doing the staff - the scheduling
 16 probably did. I don't recall anything other than that.
 17 (PLAINTIFF'S EXHIBIT NUMBER TWO MARKED FOR IDENTIFICATION.)
 18 Q. I am going to give you what is marked as
 19 Plaintiff's Exhibit 2. Have you ever seen that document
 20 before?
 21 A. Not before today.
 22 Q. That is why I was giving you time to look at it.
 23 Are you familiar with this type of form, the employee
 24 grievance form?
 25 A. First time I've ever seen it.

32

1 Q. On this form there are some issues that Angel
 2 Parsons obviously raises. You have had a chance to look at
 3 them. The issue one, where it says, "Jane Smith's
 4 interference with my work relations." In Letter A, "I was
 5 available to work my required PRN shifts and wasn't given
 6 the hours required on the last schedule." You see this
 7 complaint. Do you have a response to that allegation?
 8 A. We may not have needed her on that schedule. I'm
 9 not sure. I would have to look at the schedule to see.
 10 Q. Letter B, "Co-workers have wanted to contact me to
 11 cover their shifts and was told by Jane not to call me. We
 12 need to work something else out?"
 13 A. There had been a problem with people not getting
 14 their hours and some people being upset that PRN people were
 15 getting hours that full-time and part-time people could be
 16 getting. That complaint went to HR and I was told by HR that
 17 before anybody got any hours that they had to go to the full
 18 time people first. In order to control that, of knowing that
 19 that happened, then yes, I did say to do not call PRN people
 20 first, to let me know and I would try to offer it out to the
 21 full-time and part-time people that had been called off
 22 previously for low census because they were being called off
 23 quite often for low census.
 24 Q. Letter C, "Jane called my home on" - I believe
 25 that is 07-25, "and stated that I would be working on the

33

1 postpartum floor on 07-26 where I have never been trained to
 2 work the floor." Do you have a response?
 3 A. The response, that I would not have put her on the
 4 floor as a postpartum nurse without orientation. That was
 5 her orientation. That was for her cross training.
 6 (Pause in proceedings.)
 7 Q. I'm sorry.
 8 A. There were times that people were on the schedule
 9 to work and the opportunity that was there to cross train,
 10 then they would go to the floor and cross train on their
 11 regular shift. I would never - I never put anybody out
 12 there without the opportunity to cross train. If she was
 13 told that, then she was going out there to cross train for
 14 that day. There were times that somebody at the nursery
 15 would come out and help on the floor as an extra pair of
 16 hands but not to actually take patients.
 17 Q. The second page of that document, it is listed as
 18 "Second Issue." This one is labeled "Wrongful Termination."
 19 There is a Letter A again. "I have worked at Carolinas
 20 Hospital in the ICU nursery for 14 in a half years and I
 21 know the requirements to maintain my status." I do not know
 22 if there is an actual complaint there but do you have a
 23 response to her statement?
 24 A. I don't.
 25 Q. Did you know at the time the requirements for PRN

(Pages 30 to 33)

1 to maintain their status?

2 A. I would have to pull the policy and look.

3 Q. Because, I know that you stated that your focus -

4 not your focus but you stated that if there were hours

5 available, they would have to go to full-time and part-time

6 first and then go to PRN. But would that rule still apply

7 when your PRN is not getting any hours?

8 A. You have no obligation to give PRN any hours. If

9 there's none there, then there's none there.

10 Q. Did you believe that there was an obligation to

11 give full-time and part-time hours?

12 A. There is because of benefit purposes.

13 Q. Letter B, "The termination letter sent to my home

14 from Jane Smith and not from Human Resources. The

15 termination letter was defamatory in reference to my

16 character." I guess we should take that in two sentences.

17 The first one, "The termination letter sent to my home from

18 Jane Smith and not from Human Resources"?

19 A. I did not send a letter. Human Resources sent a

20 letter.

21 Q. Did you sign a letter?

22 A. I did sign the letter but I did not type the letter

23 nor did I send the letter.

24 Q. The third issue, Letter A, "I spoke with Hal

25 Hunter" - I can't make that out but, "in reference to Jane

1 "Before the meeting I received a letter of termination in

2 the mail." When you signed the letter, did you sign the

3 letter in the HR office?

4 A. I did.

5 Q. You did not have anything to do with the mailing or

6 the sending out of the letter?

7 A. No.

8 (PLAINTIFF'S EXHIBIT NUMBER THREE MARKED FOR

9 IDENTIFICATION.)

10 Q. I am going to give you what is marked as

11 Plaintiff's 3. Do you recall this email?

12 A. Yeah, kind of.

13 Q. This email, the very first sentence says, "I heard

14 you were meeting with Angel at 2:00 today so just wanted to

15 share concerns." Ms. Smith, this email indicates that you

16 knew about the meeting with Angel before it happened. Do you

17 have any reason to dispute?

18 A. No. I mean, Costa did not tell me about the meeting

19 with HR. Hal did not tell me about the meeting. I'm not sure

20 how I found out about the meeting. But I don't know which

21 meeting this is. Was this the grievance meeting?

22 (PLAINTIFF'S EXHIBIT NUMBER FOUR MARKED FOR IDENTIFICATION.)

23 Q. I guess I will go ahead and enter this. I am going

24 to give you what is marked as Plaintiff's 4 so we can

25 discuss. Do you see the heading or the title that is on

1 Smith's treatment toward me" ---

2 MS. PARSONS: In June.

3 Q. I'm sorry. "I spoke with Hal Hunter in June in

4 reference to Jane Smith's treatment toward me and he was to

5 follow up with Costa Cockfield." I think I have already

6 asked you, you stated there was a conversation with Hal

7 Hunter but you do not recall when?

8 A. I mean, it was not about Angel.

9 Q. Right. There was no name given. It says here that

10 he was to follow up with Costa Cockfield and I believe I

11 asked you, had you ever spoken with Costa Cockfield about

12 Jane Smith's concerns and you said that you had not had any

13 conversations, right?

14 A. With Angel's concerns.

15 Q. "A meeting was scheduled with Costa after I spoke

16 with Hal Hunter several times. Before the meeting I received

17 a letter of termination in the mail from Jane Smith." The

18 meeting that was scheduled with Costa Cockfield, were you

19 made aware of that meeting in any way?

20 MR. SHEINIS: I'm sorry. For clarification,

21 you are talking about the meeting between Angel

22 Parsons and Costa Cockfield?

23 Q. That's right.

24 A. Afterwards I was.

25 Q. Since you were notified afterwards, it says,

1 Plaintiff's 4 where it says "Meeting with Angel Parsons

2 August 30th at 2:00 p.m."?

3 Plaintiff's 3 has the same date, August 30th at 11:19

4 a.m. and it says that "I heard you were meeting with Angel

5 at 2:00 today." Does that refresh your recollection at all?

6 A. Not really. I don't know that I knew it was a

7 grievance meeting. I really didn't know what it was. I

8 really don't know how I found out she was meeting with her.

9 Q. Back to Plaintiff's 3, the email that you sent. In

10 this email you have six concerns that you wanted to share.

11 Whether the meeting was a grievance meeting or a termination

12 meeting or whatever the name of the meeting, why did you

13 feel the need to send your concerns about Ms. Parsons?

14 A. Any time you have an employee that is going to meet

15 with your supervisor, you want her to know what has been

16 going on in the unit. Costa and I had discussed some of that

17 before, about the cross training.

18 Q. Number 2, you state that you had talked to her on

19 two separate occasions about her gossiping and untruths told

20 in the nursery?

21 A. Right.

22 Q. Was this your first time informing Costa of this?

23 A. I don't think so. We had talked about it before.

24 Q. Your very last number says that "a letter was sent

25 out last week by HR to terminate"?

1 A. Right.
 2 Q. Again, you state that all you did was sign the
 3 letter. Is that right?
 4 A. Right.
 5 Q. Do you recall whose office you were in when you
 6 signed the termination letter?
 7 A. I don't.
 8 Q. When you would go to HR to discuss the proper
 9 actions, the proper disciplinary actions, when you would go
 10 to HR to discuss that, was there a particular person within
 11 HR who you would visit or see?
 12 A. Usually Tammy or Donna D'Amico.
 13 Q. Do you recall whether or not Tammy told you or
 14 instructed you to sign the termination letter?
 15 A. I wouldn't have signed it if she hadn't instructed
 16 me to.
 17 Q. Is that your normal process to sign termination
 18 letters or was that your normal process?
 19 A. Yeah. I had not done that before. I did what HR
 20 guided me to do.
 21 Q. Plaintiff's 4, just going chronologically it
 22 appears the grievance and then your emails before the 2:00
 23 meeting and now here we have what looks like some type of
 24 documentation of the 2:00 meeting where there are some
 25 bullets that kind of take us back in time; take us back to

1 this 2011 time period. If you look at the fourth bullet
 2 down, there is documentation that Ms. Parsons told Jane she
 3 needed to ask her a question, "How could you be in the
 4 leadership position when you were escorted out of the
 5 building seven years ago?" What is that about? What happened
 6 seven years ago?
 7 A. I don't know what she's talking about happened
 8 seven years ago. I was never escorted out of the building.
 9 Q. Was there any incident that happened seven years
 10 ago in which you violated a policy?
 11 A. There was not.
 12 Q. Did you have a break in service with Carolinas --
 13 excuse me, seven years from 2011, seven years ago?
 14 A. I went on a leave of absence. I don't know when it
 15 was. I would have to look at the records to tell you when.
 16 Q. That leave of absence, was that related to an issue
 17 that happened at work?
 18 A. Absolutely not.
 19 Q. It goes on to state that Jane responded she had
 20 never been escorted out of the building. "I asked her why
 21 she does not address this at a staff meeting since there are
 22 so many rumors about it and since that time it's been up and
 23 down." Did you have any animosity toward Angel Parsons for
 24 asking you, talking to you, about this issue?
 25 A. No. If I did, we discussed it when she came to my

1 office those two times. That's when she said that. I felt
 2 like I had said what I needed to say about it.
 3 Q. After Ms. Parsons brings up this issue, did you
 4 decide then that you were going to give her less hours?
 5 A. I did not.
 6 Q. Did you decide that Ms. Parsons was a disruption?
 7 A. No. I did tell her that it was disruptive to the
 8 unit, that it was rumors, and that it needed to stop. I
 9 hoped that it had stopped.
 10 Q. If you felt that the rumors were disruptive, did
 11 you make any kind of decision in your director role to
 12 remove Angel Parsons from working in order to get rid of the
 13 disruptive situation?
 14 A. I did not.
 15 Q. In this document or grievance, it goes on to have
 16 certain dates where Ms. Parsons says that she was not
 17 working. But the second bullet from the bottom, the June 9th
 18 date where it says that Ms. Parsons was called off for low
 19 census and when she came to work she saw Linda Cannon but
 20 Linda Cannon was not called off and she is PRN also.
 21 I know you do not recall that specific date because I
 22 do not recall last week sometimes. What I was trying to ask
 23 with this was was there some type of rotation that you had
 24 in place that the same PRN person did not get called off all
 25 the time for low census?

1 A. There was -- I don't know at that point if there
 2 was but after some complaints there was a rotation. At that
 3 point, I don't know if the nursery was doing their own
 4 calling off or if I was having to guide it a little bit
 5 because at one point they were doing their own calling off.
 6 Q. For low census?
 7 A. Right. They just kind of handled it themselves.
 8 Q. There had to be somebody in charge?
 9 A. The charge nurse in the nursery.
 10 Q. The charge nurse was the one who did the
 11 scheduling. Do you all need a break at all?
 12 A. I'm fine.
 13 MR. SHEINIS: It has been about an hour. Go a
 14 little while longer maybe and then we will take a
 15 break.
 16 Q. You all just let me know.
 17 MR. SHEINIS: Unless you want a break I do
 18 not want to stop you or Ms. Parsons from taking a
 19 break.
 20 Q. I plow on. The charge nurse was working in the
 21 nursery as far as the scheduling goes and you said that you
 22 do not know whether or not the charge nurse was doing the
 23 calling off at the time?
 24 A. Right.
 25 Q. Of course the last bullet on the first page where

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1 Angel Parsons comes to work in June, on June 21st, and she
2 states that she was told by you that people do not like
3 working with her. I mean, I know that you shared that some
4 people were complaining about her calling. Staff members
5 said Angel was calling but were you getting staff members
6 stating that they did not like working with Angel Parsons?
7 A. We had that conversation early on when we met that
8 there were people that felt like she brought the business
9 from her other job to this job, telling too much about
10 patients from Dr. Pavy's office that she knew.
11 Q. Do you recall any staff member who told you that?
12 A. I don't remember names right now.
13 Q. On the second page there is -- the bullets kind of
14 begin again. The fourth bullet down on the second page, "Got
15 a letter last Thursday in the mail from Jane." Do you know
16 who Teresa Lawhon is?
17 A. She worked in HR.
18 Q. In payroll?
19 A. HR.
20 Q. Just HR? Because it says, "She said I was termed on
21 08-05-11." Do you know the exact date that --
22 A. I don't.
23 Q. -- Angel Parsons was terminated? That last bullet
24 on the second page states that there is a policy about
25 family working and that your daughter, Ms. Jennifer Harris,

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1 A. I did not.
2 Q. Literally all you did was come in and sign it?
3 A. Right.
4 Q. Did you give the HR person the reasons for
5 termination?
6 A. I did not other than what was filled out on the
7 form.
8 Q. Did you all reference what was marked as
9 Plaintiff's 1? Did you all reference Plaintiff's 1 in
10 preparing the --
11 A. I did not.
12 MR. SHEINIS: Let her finish the question so
13 we make sure we are getting the right answers to
14 the right questions.
15 Q. Did you all reference Plaintiff's 1 in preparing
16 the termination letter that is marked Plaintiff's 5?
17 MR. SHEINIS: Object to the form. You can go
18 ahead.
19 A. I did not.
20 MR. SHEINIS: So it is clear, you said you did
21 not? You are not the one that prepared Number 5?
22 A. No.
23 Q. I may of asked you this already but after Ms.
24 Parsons' separation, did you make some kind of, I don't
25 know, announcement during staff meeting or any kind of

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1 words PRN on labor and delivery. Was your daughter working
2 in labor and delivery?
3 A. Not while I was director.
4 (PLAINTIFF'S EXHIBIT NUMBER FIVE MARKED FOR IDENTIFICATION.)
5 Q. Do you recall this letter?
6 A. Just from seeing it today.
7 Q. Is this a letter that you stated that you just went
8 in and signed?
9 A. I don't remember but that is my signature.
10 Q. Do you know whether or not this is the letterhead
11 that is typically used in the HR department?
12 A. I don't know.
13 Q. The first sentence says, "In regards to your
14 inability to fulfill PRN requirements at this time." Your
15 testimony has been that there were a number of factors that
16 affected why Ms. Parsons was not placed on the schedule. We
17 talked about it was that her shift availability, the fact
18 that there was not really a need for some PRN because of
19 budget cuts?
20 A. Right.
21 Q. Why in this letter is it written that Ms. Parsons
22 has the inability to fulfill the PRN requirements?
23 A. I think with the cross training also.
24 MR. SHEINIS: Object to form.
25 Q. Did you dictate this letter?

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1 announcement that --
2 A. I don't recall.
3 MR. SHEINIS: You need to let her finish.
4 Q. I try to stop when you start. Did you make any kind
5 of announcement that Ms. Parsons was separated?
6 A. I do not recall.
7 (PLAINTIFF'S EXHIBIT NUMBER SIX MARKED FOR IDENTIFICATION.)
8 Q. I think we talked about this a little beforehand
9 but I am going to go ahead and just put it in. This one is
10 marked as Plaintiff's 6 and this one is actually a personnel
11 action request in regards to your employment. This is dated
12 back in 2006. It's further back in time but the contents
13 say, "Resigning due to some personal responsibilities?"
14 A. Right.
15 Q. I have given you this to kind of give you some
16 recollection and refresh your memory and to ask you, do you
17 remember a separation with Carolinas back in 2006?
18 A. I do.
19 Q. Do you recall how long the separation was?
20 A. It wasn't long.
21 Q. After this 2006 separation, did you then come back
22 to The Women's Center?
23 A. I did.
24 Q. After this, when you returned to The Women's
25 Center, did you have to reapply?

(Pages 42 to 45)

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1 A. I did not. It was within a certain period of time.
2 Q. When you returned, did you return as the interim
3 director?

4 A. I did not.

5 Q. What title did you have upon your return?

6 A. I came back PRN I believe. Just as education
7 coordinator I think.

8 Q. Would that be in The Women's Center?

9 A. Uh-huh.

10 MR. SHEINIS: I just want to clarify. We are
11 still talking about related to this 2006?

12 Q. Talking about when you returned after 2006. There
13 was a separation in 2006 and then you returned some point
14 after 2006 to The Women's Center?

15 A. Right.

16 Q. But not as the interim director, just as PRN?

17 A. Right.

18 Q. You do not remember when that return was?

19 A. It was I think within 90 days. I'm not sure but it
20 was a short period of time.

21 Q. Did you have any other separations like these, even
22 for a short period of time?

23 A. Did not.

24 Q. Again, did this separation in Plaintiff's 6 have
25 anything to do with S.W.'s complaints or issue with the

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1 nurses would ask me to see somebody and one particular day
2 I was in the nursery and Patricia Gibson said, "Hey, have
3 you seen E.W.?" I said, "No, I didn't know she was having
4 any issues." She said, "She's got a positive drug screen.
5 Can she nurse with a positive drug screen?" I said, "You
6 know, I really don't know. I'll get some information."

7 I went to Donna Sullivan, the director. I told her what
8 I had been asked to do. She told me to go ahead and research
9 it. We researched it and found out that no, she probably did
10 not need to be nursing with the drugs that were in her
11 system. Donna told me to talk to Dr. Cox. I talked to Dr.
12 Cox and Dr. Cox said no, she shouldn't, to tell her, you
13 know.

14 I waited until she was alone because that would of been
15 a HIPAA to talk to her in front of her mother. I did wait
16 until she was alone in the nursery and I just told her that
17 there had been some concerns about her nursing her baby with
18 drugs in her system and that was not recommended. I never
19 said she could never walk, talk, live as an adult. I mean,
20 cause that's not true. That's where that stemmed from.

21 MS. CLARK: I guess for our purposes, we need
22 to make sure that we keep the names confidential
23 for the record on that.

24 MR. SHEINIS: However you want to do it: seal
25 it, redact it. What we could do is maybe just

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1 HIPAA violation?

2 A. No, it did not. I had parents that I needed to take
3 care of.

4 (PLAINTIFF'S EXHIBIT NUMBER SEVEN MARKED FOR
5 IDENTIFICATION.)

6 Q. I will give you that one. I would like to ask you
7 about what is written on this, what is labeled as an
8 "affidavit."

9 A. May I read it first?

10 Q. Go ahead.

11 A. Okay.

12 Q. I really would just like to know if you had any
13 response, Ms. Smith, to the first paragraph of what Ms. S.W.
14 wrote in this affidavit where she talks about being the
15 grandmother and the fact that she was not with her daughter
16 when you allegedly made comments about E.W.?

17 A. No.

18 MR. SHEINIS: Object to the form. You can go
19 ahead.

20 Q. Do you recall this incident even?

21 A. I do recall this incident.

22 Q. Can you just tell us your recollection or your
23 version of what happened?

24 A. I'm a certified lactation consultant. I would from
25 time to time see moms with problems with breast feeding. The

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1 replace it with initials.

2 MS. CLARK: I was going to say either redact
3 it or initials.

4 MR. SHEINIS: That would be as to those two
5 particular names.

6 MS. CLARK: That would be best. Great.

7 Q. Within that, do you recall anything that was in
8 violation of the HIPAA law?

9 A. Not a thing.

10 Q. Your discussion was with the patient only?

11 A. Right.

12 Q. Were you ever made aware that any complaint had
13 been filed against you?

14 A. I had heard through staff that there had been but
15 that was basically it.

16 Q. You were never spoken to by - who would of been
17 the next person up?

18 A. Donna Sullivan.

19 Q. What title is that?

20 A. I did talk to Donna about it because I was like
21 "What is all this going on?" She just said, you know, that
22 I was acting as a lactation consultant, I was consulted by
23 another nurse, that I had talked to the physician about it
24 and everything that I had done was correct.

25 Q. Did you ever receive any corrective action ---

(Pages 46 to 49)

1 A. I did not.
 2 Q. --- in relation to this incident?
 3 A. I did not.
 4 Q. Did you know Donna Sullivan outside of working at
 5 Carolinas?
 6 A. I did not.
 7 Q. Did you all become friends ---
 8 A. We did not. I helped her with a wedding one
 9 weekend, hauled stuff, but that's it. We never went to
 10 lunch. I never went to her house. She never came to my
 11 house. We never went on vacation. We did not have a
 12 relationship out of work.
 13 Q. Were you involved at all with the termination of
 14 Ms. Rocky Taylor?
 15 A. Not really. She went out on medical leave before I
 16 took over. All of that was basically handled by HR. I was in
 17 my role when she came back but I don't recall her ever
 18 really coming back. I think HR took care of all that. I
 19 don't remember specifics on that.
 20 Q. At some point, Ms. Smith, you separated from
 21 Carolinas again, right? Were there any other separations in
 22 between 2006 and 2012 that you recall?
 23 A. No.
 24 (PLAINTIFF'S EXHIBIT NUMBER EIGHT MARKED FOR
 25 IDENTIFICATION.)

1 aware that complaints were being made against you?
 2 A. I was aware.
 3 Q. How were you made aware of the complaints?
 4 A. Costa was letting me know. Some she did, some she
 5 didn't.
 6 Q. What was the manner? How would Costa - would she
 7 call you in the office? Would she send you an email? How
 8 would she let you know of complaints?
 9 A. She would call, just say, "There's been another
 10 compliance hotline call," this is what the call is. You
 11 would pull this, this, and this. Sometimes she wouldn't even
 12 let me know at all.
 13 Q. Were you given an opportunity to respond to the
 14 complaint?
 15 A. I was.
 16 Q. Would you respond in writing or just verbally to --
 17
 18 A. In writing or, you know, we discussed it.
 19 (PLAINTIFF'S EXHIBIT NUMBER NINE MARKED FOR IDENTIFICATION.)
 20 Q. I am going to give you what is marked as
 21 Plaintiff's 9. You have seen this document before?
 22 A. Uh-huh.
 23 Q. It looks like you signed the third page, right?
 24 A. Right.
 25 Q. This was in December of 2011, or the date of it

1 Q. This Plaintiff's 8 appears to be an email from
 2 Costa Cockfield to a number of people, it looks like a
 3 number of Carolina departments. This was the time then that
 4 you separated from Carolinas, right?
 5 A. No. I asked to step down from my position as
 6 director.
 7 Q. This was the step down. This was not the actual ...
 8 A. Right.
 9 Q. When did the actual separation occur?
 10 A. Never from Carolinas. I went to work in Marion, PRN
 11 for almost a year. I was still employed by Carolinas but I
 12 was working in Marion.
 13 Q. This says that you relinquish the management duties
 14 to better balance your family obligations?
 15 A. Right.
 16 Q. Is this true?
 17 A. Yes.
 18 Q. Did issues at work have anything to do with your
 19 decision?
 20 A. The stress of the job.
 21 Q. This email is dated March 19th, 2012. Around this
 22 time in March of 2012, were you receiving corrective
 23 actions?
 24 A. No, I was not.
 25 Q. By this time in March of 2012, were you ever made

1 anyway?
 2 A. Right.
 3 Q. It says, "In the past several months we have
 4 received a number of corporate and facility compliance
 5 hotline complaints related to your staff's perception of
 6 your leadership style and behaviors." Do you agree with this
 7 sentence in terms of "In the past several months we have
 8 received a number of complaints?"
 9 MR. SHEINIS: Object to the form. You can go
 10 ahead.
 11 A. Yeah. I mean, I knew there were complaints.
 12 Q. When you received this document that is marked
 13 Plaintiff's 9, was this the first time that you were made
 14 aware that there were any kind of issues with your
 15 management style?
 16 A. No. This was in an effort to satisfy corporate that
 17 there was an action plan in place to manage the complaints.
 18 Q. If you can recall, how early were you made aware of
 19 the complaints?
 20 MR. SHEINIS: Object to the form. Go ahead.
 21 A. I don't recall.
 22 Q. In those months preceding this December 2nd plan,
 23 had you been given a chance to submit anything in writing to
 24 address the complaints?
 25 A. I wasn't requested to.

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1 Q. I think you have told me clearly that Costa was
2 informing you. I think you also testified that Hal had
3 spoken to you. Had anyone else come to you about the
4 complaints that were being received?

5 A. Not that I recall.

6 Q. You said something interesting. You said that you
7 believe that this was an effort to satisfy corporate that a
8 plan was in place. Is that right?

9 A. That's correct.

10 Q. Did you view it as disciplinary in nature towards
11 you?

12 A. Some. Some not because some of the compliance
13 hotline calls were outrageous and unfounded.

14 Q. What made you believe that they were unfounded?

15 A. There was no evidence that they could be proven
16 that they were correct. One saying that I clocked in on a
17 Saturday to stay with my daughter for pre-term labor on the
18 clock. As a manager you do not clock in and out.

19 Q. Can we just go through and you respond to the
20 accusations here? The first one, the very first bullet,
21 "Your staff says you show favoritism to certain employees."
22 Was this the first time on December 2nd, 2011 that you had
23 ever heard that allegation against you?

24 A. No. As a manager, that's a common complaint.

25 Q. The second bullet, "Your staff feels you discuss

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1 A. Not purposely I didn't.

2 Q. Not purposely? Did you retaliate accidentally? I
3 don't know what the opposite of it is.

4 A. There was so much change going on in this time that
5 some people took it very personally and it was not directed
6 at any one person. There was lots of changes that had to be
7 made at one time.

8 Q. When there was a policy change or when there was a
9 change that needed to be made in a sense of a business --
10 when there was a business change that needed to be made,
11 would you then choose the people who disagreed with you or
12 who --

13 A. No.

14 Q. --- were, in your opinion, disruptive?

15 A. No.

16 Q. On the next page it talks about, under "management
17 tools," it says that you needed to develop a tracking tool
18 for tracking low census?

19 MR. SHEINIS: Where are you reading from?

20 Q. I'm sorry. The bullet that says "management tools"
21 on the second page.

22 MR. SHEINIS: The first sentence under that?

23 Q. Right. It talks about asking you to develop a
24 tracking tool for tracking low census, it talks about that
25 rotation. I think you testified to that earlier. Did you

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1 personal performance issues with other staff when they
2 should be confidential between you and the person receiving
3 the feedback." Was this the first time that you had heard
4 this allegation?

5 A. It was.

6 Q. What was your procedure for discussing personal
7 performance issues?

8 A. With an employee?

9 Q. Yes, ma'am.

10 A. Just in my office.

11 Q. Do you recall ever bringing issues up maybe in the
12 nursery or in a public setting?

13 A. I don't.

14 Q. The third bullet, "Staff believes you retaliate
15 against employees who disagree with you or who report their
16 concerns through other resources." Was this the first time
17 that you had heard a complaint of this nature?

18 A. No.

19 Q. If you had heard this type of complaint before,
20 what actions did you take to change your behavior?

21 A. You know, I tried to do the right thing. As a
22 manager it's always your job to do that. Tried to be very
23 careful.

24 Q. Did you at all, Ms. Smith, retaliate against
25 employees who did not agree with you?

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1 implement this?

2 A. We did.

3 (PLAINTIFF'S EXHIBIT NUMBER TEN MARKED FOR IDENTIFICATION.)

4 Q. I am going to give you Plaintiff's 10. Before I ask
5 you questions about Plaintiff's 10, Ms. Smith, when you did
6 finally - I just want to make sure I got my time line
7 right. First, you stepped down from the interim director
8 role. Is that right, first?

9 A. No.

10 Q. I'm sorry. What happens here in Plaintiff's A,
11 where you were relinquishing --

12 A. Director.

13 Q. Actual director? I'm sorry. First, you relinquish
14 the director duties --

15 A. Right.

16 Q. But then you move to Marion?

17 A. I worked in staffing for a while and then went to
18 Marion.

19 Q. Director to staffing to Marion. In Marion you were
20 staffing?

21 A. I was PRN.

22 Q. PRN in Marion. Then you separated --

23 A. I did not fulfill my PRN applications and I was
24 terminated.

25 Q. When you moved to Marion were you processed out of

(Pages 54 to 57)

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1 Carolinas Florence?
 2 A. I don't think so.
 3 Q. This evaluation that looks like it was prepared
 4 February 6th, 2012, it is Plaintiff's 10, this eval covers a
 5 lot of areas and talks about a lot of things but I would
 6 just like to turn to page 9 of the evaluation, the very last
 7 page. In this evaluation in the supervisor comments on the
 8 last page, it talks about the fact that there were some
 9 hotline calls and you were given a performance improvement
 10 plan but then there were additional complaints. Were you
 11 made aware of that before you got this evaluation that there
 12 were additional complaints?
 13 A. Yes. I mean, not other than just, you know, there
 14 was another call.
 15 Q. As a result it says, "Jane has agreed that it is
 16 better for her to step down from her leadership role?"
 17 A. Yeah. That is not the time that I stepped down from
 18 my leadership role during this evaluation.
 19 Q. Because this is dated March 9th and the email in
 20 Plaintiff's 8 is dated March 19th so you still do not think
 21 that that's around the same time?
 22 A. Unless she went back and filled this out after I
 23 stepped down. I don't know. Maybe I said it before but it
 24 was not during my evaluation that I stepped down.
 25 Q. The actual question that I wanted to ask was did

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1 you step down from your leadership role as a result of the
 2 complaints, the hotline complaints?
 3 A. Yeah. It was more stress. I was working 70 hours a
 4 week. The allegations were so - were not truthful. They
 5 just got worse and worse. Like, it was an effort for me to
 6 step down, like that was the goal of the calls.
 7 Q. Is that what you felt?
 8 A. Yeah.
 9 Q. Did anybody verbalize anything to you to cause you
 10 to feel that way?
 11 A. No.
 12 Q. Did Ms. - who does your evaluations? Is that Costa
 13 or Donna?
 14 A. Costa.
 15 Q. Did Ms. Cockfield suggest that you step down?
 16 A. She did not.
 17 Q. Was it your choice to step down?
 18 A. It was.
 19 Q. Is it your position today that the accusations and
 20 the allegations against you in the hotline calls - is it
 21 your position today that they were all untrue?
 22 MR. SHEINIS: Object to the form.
 23 Q. You can still answer.
 24 A. A lot of them were very untrue. A lot of them were
 25 management issues that, you know, that I corrected. But a

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1 lot of the accusations were untrue and demeaning and
 2 affected my character and I felt like it was best that I
 3 separate from it.
 4 Q. You used the word "unfounded" in regards to some of
 5 the complaints that were made against you. Angel Parsons,
 6 when there were complaints being made that she was calling
 7 staff to get their hours, did you investigate to determine
 8 whether or not those complaints were founded or unfounded?
 9 A. There was no need to investigate because the staff
 10 was coming to me telling me that she had called them. She
 11 and I discussed that, that she couldn't call staff to ask
 12 for their hours.
 13 Q. Because staff made the complaint, you took it to be
 14 true?
 15 A. I discussed it with her.
 16 Q. Right. I think my specific question was though,
 17 because staff made the complaint to you, did you believe it?
 18 Did you take it to be true?
 19 A. Not until I talked to her.
 20 MR. SHEINIS: Object to the form. Go ahead.
 21 A. Not until I talked to her.
 22 Q. You talked to her first and then you formed an
 23 opinion of whether it was true or not?
 24 A. Right.
 25 Q. After speaking with her, what was the opinion you

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1 formed as to whether or not the allegations were true?
 2 A. We said she was aware that she didn't need to be
 3 doing that.
 4 Q. When staff made allegations against you, did you
 5 feel as though they should of been believed when they made
 6 the allegations against you?
 7 MR. SHEINIS: Object to the form.
 8 A. I'm not sure how you want me to answer that.
 9 Q. I don't want you to answer in a particular way.
 10 MR. SHEINIS: If you do not understand --
 11 A. I don't understand.
 12 MR. SHEINIS: Then let her know that, if the
 13 question is not clear.
 14 Q. I just wanted to, if I could understand management,
 15 complaints were made against Parsons, right?
 16 A. [Moves head up and down.]
 17 Q. You spoke with Parsons and you formed an opinion
 18 about whether or not they were true?
 19 A. Right.
 20 Q. Now complaints are made about you but you say that
 21 those complaints against you were unfounded.
 22 MR. SHEINIS: Object to the form. I'm sorry,
 23 go ahead.
 24 Q. I am just trying to understand how the complaints
 25 about you were unfounded but in your opinion the complaints

(Pages 58 to 61)

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1 about Angel Parsons were true.
 2 MR. SHEINIS: Object to the form.
 3 Q. You can still answer.
 4 A. They were investigated by the organization and
 5 found unfounded.
 6 Q. How did you know an investigation was performed?
 7 A. I was told.
 8 Q. By?
 9 A. Costa, Darlene. Even when I was on medical leave,
 10 there were accusations being made to the hotline.
 11 Q. Costa told you that an investigation had been done?
 12 A. Costa did not tell me that.
 13 Q. I'm sorry. I misunderstood you. You said an
 14 investigation was done into the complaints about you and
 15 were found to be unfounded. How did you know an
 16 investigation was done?
 17 A. Darlene told me during my medical leave. She was my
 18 immediate supervisor at that point.
 19 Q. Darlene? I don't know if I have that name in all of
 20 my - what is Darlene's last name?
 21 A. Fulton.
 22 Q. Darlene Fulton informed you that an investigation
 23 had been done. Did she state who did the investigation?
 24 A. She did not.
 25 Q. Even though the investigation deemed the complaints

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1 to be unfounded, you still received what was marked as
 2 Plaintiff's 9, the performance improvement plan?
 3 A. That was before.
 4 MR. SHEINIS: Object to the form.
 5 A.
 6 I'm sorry. That happened before. This is stuff at
 7 the end.
 8 Q. You got the performance improvement plan and then
 9 when other complaints came after the performance improvement
 10 plan you were told by Darlene Fulton that an investigation
 11 was done?
 12 A. Of the other complaints.
 13 Q. Of the other subsequent complaints after this
 14 performance improvement plan. Is that right?
 15 A. That's correct.
 16 Q. Were you ever informed that any other
 17 investigations were done before the performance improvement
 18 plan?
 19 A. I was not.
 20 Q. Did you feel as though Costa Cockfield believed you
 21 over the staff who was complaining about you?
 22 MR. SHEINIS: Object to the form.
 23 A. Ask me that question again.
 24 Q. You get presented with this performance plan. It
 25 has a number of - excuse me, it has three allegations on

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1 it. You have stated that they were untrue. Did you feel that
 2 Costa Cockfield believed you, that the allegations were
 3 untrue?
 4 A. She supported me and she felt like that any time
 5 with a new manager, there came a lot of change and staff
 6 resistance. She felt like we needed to correct some of the
 7 concerns with staff to make it look more fair. That was the
 8 reason with the performance improvement plan was to address
 9 what the concerns of the staff were and what our plan was to
 10 correct them, to make it right.
 11 Q. In addressing the concerns, did you adjust your
 12 management behaviors?
 13 A. I did.
 14 Q. If you all will allow me to take a break, I am
 15 going to try to go across the hall to that little room.
 16 Let's take a 10 minute break.
 17 (Whereupon there was a break in the proceedings.)
 18 Q. We are back on the record. As we were stating off
 19 the record, this will not be too much longer. We are just
 20 going to go through a couple more things and we will be
 21 done.
 22 With the patient that we were discussing, Ms. E.W., you
 23 state that you went to that patient under whose direction?
 24 Who told you to go in there and help that patient?
 25 A. Initially?

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1 Q. Uh-huh.
 2 A. The nurse in the nursery.
 3 Q. Do you have to have doctor's orders ---
 4 A. No.
 5 Q. --- for that, to go in there? Was that usual or
 6 unusual that the nurse asked you to come in and go in there?
 7 A. Usual.
 8 Q. It was a normal practice?
 9 A. [Shakes head up and down.]
 10 Q. I asked you earlier about whether or not your
 11 daughter ever worked while you were the director and I think
 12 your response was no?
 13 A. Right.
 14 MR. SHEINIS: Let me ask you, are you
 15 differentiating interim direction and director?
 16 Q. That was going to be my next question. Not as
 17 director but did your daughter work for you as interim
 18 director?
 19 MR. SHEINIS: I will object to the sense that
 20 you say "for you." Anyone here works for the
 21 hospital.
 22 Q. I will rephrase. Did your daughter work in the same
 23 department as you in terms of labor and delivery, nursery,
 24 postpartum while you served as interim director?
 25 A. She did.

(Pages 62 to 65)

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- 1 Q. Was she working PRN?
- 2 A. I'm pretty sure it was PRN.
- 3 Q. I am calling it the PRN rotation so within the
- 4 assignments for the PRN workers, did you assign based on any
- 5 kind of seniority within just the PRN?
- 6 A. No.
- 7 Q. Jenny Johnson, are you familiar with that employee?
- 8 A. I am.
- 9 Q. Was she working in The Women's Center?
- 10 A. She was.
- 11 Q. Do you recall whether or not she would prepare the
- 12 schedule?
- 13 A. She did.
- 14 Q. Which section would she prepare the schedule for?
- 15 A. The nursery.
- 16 Q. That was nursery. Jenny would prepare the schedule
- 17 but did she have to present it to you to finalize?
- 18 A. She did.
- 19 Q. At the time that you were finalizing schedules,
- 20 would there ever be times that you would take Angel Parsons
- 21 off the schedule?
- 22 A. I don't recall that.
- 23 Q. Do you recall working with an employee by the name
- 24 of Patricia Gibson?
- 25 A. I do.

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- 1 Q. Ms. Smith, did you ever ask Patricia Gibson to call
- 2 the hotline and make a complaint about Jane? I'm sorry, make
- 3 a complaint about Angel?
- 4 A. No, I did not.
- 5 Q. Did you ever give Ms. Gibson a piece of paper with
- 6 your handwriting on it about points to discuss?
- 7 A. I did not.
- 8 Q. Did you ever discuss Angel Parsons' complaints with
- 9 Patricia Gibson?
- 10 A. Patricia came to me discussing complaints and I had
- 11 had enough of the complaints.
- 12 Q. I am just going to pause you right here. You said
- 13 "Patricia Gibson came to me about complaints." Complaints
- 14 about Angel or complaints about you?
- 15 A. Angel.
- 16 Q. Go ahead.
- 17 A. Multiple complaints. Schedule complaints. I do
- 18 remember saying to her, throwing my hands up, "Call the
- 19 hotline just like everybody else does."
- 20 Q. I know it is going to sound real elementary but I
- 21 just really want to understand. Patricia came to you about
- 22 complaints about Angel. I just want to deal with the
- 23 complaints about Angel.
- 24 A. Right.
- 25 Q. Is it true that Patricia Gibson came to you about

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- 1 complaints about Angel?
- 2 A. Yes, she did.
- 3 Q. In response to the complaints about Angel, did you
- 4 tell Patricia Gibson to call the hotline?
- 5 MR. SHEINIS: Object to the form. Asked and
- 6 answered. You can go ahead.
- 7 A. Ask that question again.
- 8 MR. SHEINIS: I will maintain the objection so
- 9 I do not have to interrupt.
- 10 Q. In response to Patricia Gibson's complaints about
- 11 Angel, did you tell Patricia Gibson to call the hotline?
- 12 A. In the way I said it. I kind of said, "Everybody
- 13 else does. Go ahead." I don't remember specifically the
- 14 complaints. I just remember me being aggravated with the
- 15 complaints.
- 16 Q. Do you recall working with an employee by the name
- 17 of Eydie Lee?
- 18 A. I do.
- 19 Q. Were you ever informed by Costa Cockfield or HR,
- 20 were you ever informed that Eydie Lee had made any kind of
- 21 report about you?
- 22 A. Was not.
- 23 Q. Were you ever questioned about complaints that
- 24 Eydie Lee had made?
- 25 A. I was not.

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- 1 Q. Do you recall an employee by the name of Ms. Linda
- 2 Cannon?
- 3 A. I do.
- 4 Q. Did you talk to Linda Cannon about Angel Parsons
- 5 getting a termination letter?
- 6 A. I do not recall.
- 7 Q. Have you been made aware, Ms. Smith, about the
- 8 prior depositions that have been held in this case with the
- 9 workers, with other nurses?
- 10 A. Was I aware that they occurred?
- 11 Q. Yes, ma'am.
- 12 A. Yes.
- 13 Q. Are you aware of any complaints or any statements
- 14 being made that you did not allow the workers to call Angel
- 15 Parsons to come in to work?
- 16 A. That is kind of taken out of context. They were not
- 17 allowed to call anyone to come in to work until we went
- 18 through the ladder to make sure whose turn it was, to make
- 19 sure full-time people - it was not specifically Angel
- 20 Parsons. It was to make sure full-time people, part-time
- 21 people had their hours first before a PRN person was called.
- 22 (PLAINTIFF'S EXHIBIT NUMBER ELEVEN MARKED FOR
- 23 IDENTIFICATION.)
- 24 MS. CLARK: Could you put the sticker over the
- 25 previous one? Thank you.

(Pages 66 to 69)

1 Q. This is a stapled packet, if you will, marked as
 2 Plaintiff's 11 with numerous pages in it. Are you familiar
 3 with this type of document?
 4 A. Uh-huh.
 5 Q. What is this document?
 6 A. It's a schedule.
 7 Q. Is this the typical schedule that would be used to
 8 give people their hours?
 9 A. It is.
 10 Q. This schedule on the first page, it is specifically
 11 labeled "nursery"?
 12 A. Right.
 13 Q. On the schedule that you are looking at, on the
 14 first page, this one is dated December 19, 2010 through
 15 January 15, 2011. On this schedule, would this be -- the
 16 names that are on here, would this be a listing of all of
 17 the workers in the nursery department?
 18 A. Without looking at my payroll sheet I - I mean, it
 19 should be but I couldn't guarantee 100 percent that it is.
 20 Q. Of course. Procedurally, on a schedule, the names
 21 that are listed on the left, procedurally, would it be the
 22 names of people that are active duty? Not to be military but
 23 active?
 24 A. Right.
 25 Q. I want to -- they should be in as chronological

1 order and as much order as they can be, I want to kind of
 2 look at - let's start with the March one, March 13th through
 3 April 9th, 2011 schedule. It is the fourth page. During this
 4 time it says Angel Parsons is listed here on the schedule.
 5 Linda Cannon, she is about two names up. Linda Cannon, to
 6 the best of your recollection was she also a PRN employee?
 7 A. She was.
 8 Q. What does "SR" mean on the schedule?
 9 A. Special request.
 10 Q. Special request for time off?
 11 A. Off.
 12 Q. When "call" is written there, what is meant by
 13 "call"?
 14 A. That they are going to take call for that shift.
 15 Q. Forgive my ignorance but what do you mean by "take
 16 call"? What does that mean? Are they going to physically be
 17 at Carolinas?
 18 A. No. It's hard to tell with that being written in up
 19 there if they were called off for low census and they were
 20 going to be on call the rest of the shift or whether they're
 21 actually taking call that day. That particular day, I mean,
 22 downsizing was starting to take place through then. We only
 23 staffed two nurses in the nursery and there's three posted
 24 there so ...
 25 Q. Three for the 7A shift?

1 A. Right.
 2 Q. Just across this time period of March 13th through
 3 April 9th, anytime we see a "7A" by Angel Parsons' name, the
 4 7A meant that those were hours that she had been given to
 5 work a shift. Is that right?
 6 A. Right.
 7 Q. What would be the typical number of hours within
 8 the shift or did it vary?
 9 A. What are you asking?
 10 Q. How does it go, 6 hours, 8 hours, or 12 hours?
 11 A. 12 hour shifts.
 12 Q. Each of the 7As were customarily 12 hour shifts?
 13 A. That's correct.
 14 Q. Unless there was a "call" written in which could
 15 mean they were either low census, is that right?
 16 A. Right.
 17 Q. Or they were on call?
 18 A. Right.
 19 Q. Right. I just want to make sure I am understanding
 20 it as I read it. Up here on this same schedule, Linda Cannon
 21 is scheduled for 7As beside her name eight times on this
 22 same schedule. Looking at this schedule and to the best of
 23 your recollection, just for this time period of March 13th
 24 through April 9th, would this scheduling, and I am only
 25 focusing on Angel Parsons and Linda Cannon, would this

1 scheduling be a typical representation of the number of
 2 shifts that the PRN employees would be given?
 3 MR. SHEINIS: Object to the form.
 4 Q. You can still answer.
 5 A. It just varies from schedule to schedule. It varies
 6 from week to week; who is out, how many people you have got
 7 out. We also use this schedule to help with the labor and
 8 delivery schedule.
 9 Linda's days sometimes would be extra on here so she
 10 could cover postpartum on the labor and delivery schedule
 11 when it was short. There's just so many factors when you've
 12 got three or four schedules you're doing to cover a unit. It
 13 would be hard for me to look at this and say this is
 14 typical, because I don't have the labor and delivery, the OR
 15 schedule either.
 16 Q. What about the special request? Let me ask it this
 17 way, and tell me if I am wrong in my understanding. I think
 18 your earlier testimony was that you all knew who was
 19 available for what times as far as shift availability went.
 20 Would you put SR in the blocks where people were not
 21 available or SR was like requested time off? Which one?
 22 A. SR is requested time off.
 23 Q. Angel Parsons did not have any SRs on this sheet,
 24 on the March 13th through April 9th sheet so she did not have
 25 any special requests for time off?

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1 A. I'm not real sure how the PRN people gave Jenny
2 their time. Most of the time it was given to them on a piece
3 of paper, the shifts that they could work.

4 Q. Before each two week cycle?

5 A. Right. They would say I can work this, this, and
6 this. Because, you know, sometimes they have other jobs or
7 ...

8 Q. Let's go to the very next page then, the April 10th
9 through May 7th time period. Angel Parsons for this period is
10 only put on the schedule one time on a Saturday at the very
11 end for 7A. Is that what yours reflects, April 10th through
12 May 7th?

13 A. Right.

14 Q. Linda Cannon has a number of SRs but then she's
15 scheduled five times on the schedule. Looking at this
16 schedule ---

17 A. Looking at this schedule what I am seeing is that
18 I have some labor and delivery nurses that are training to
19 the nursery. Therefore Linda Cannon would be pulled to labor
20 and delivery to cover postpartum to help train some people.
21 See, Fran Hyman is going out to postpartum to train.

22 It looks like a labor and delivery nurse is going to
23 the nursery to train. Linda is cross trained to all areas so
24 she could come out and do postpartum while these people came
25 into the nursery to train for the nursery.

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1 Q. Karen McCutcheon, do you know if she was cross
2 trained?

3 A. She was. Toward the end when I was leaving she did
4 do a few cross training shifts.

5 Q. Toward the end when you were leaving?

6 A. Uh-huh.

7 Q. In 2012?

8 A. Right. I think she was totally cross trained. I may
9 be wrong but I don't remember.

10 Q. Linda Cannon, Karen McCutcheon, and Angel Parsons
11 were the PRN employees?

12 A. They were.

13 Q. Do you see anybody else on this list that you
14 recall as being PRN?

15 A. Chrissa Sansbury was. Cindy Blackmon was but she
16 didn't work long. That's it.

17 Q. If the PRN time was being rotated, what reason can
18 you give for Angel Parsons only being on the schedule one
19 time?

20 MR. SHEINIS: Object to the form. You can go
21 ahead.

22 A. I'm not sure. We'd have to ask Jenny.

23 Q. You had to finalize the schedule?

24 A. I did but that may be the only day she gave Jenny
25 she could work.

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1 Q. One day?

2 A. Could be. You know, she could of given her other
3 days but Jenny didn't need her for other days on the
4 schedule. We don't build the schedule around the PRN people.
5 If we've got time for them in between, then they can get
6 time but we don't build it around what they can work.

7 Q. On the May 8th through the June 4th schedule Angel
8 Parsons is not scheduled at all. If you are finalizing the
9 schedules then you are getting the schedule after it's
10 filled so to speak? I am talking about filled up with these
11 hours.

12 A. Right.

13 Q. It is done and then you are given the schedule to
14 finalize. As the director in your director role, you see a
15 PRN that is not scheduled at all, did you find that to be
16 problematic in any way?

17 A. I didn't. There's not an obligation to PRN people
18 as much as there is to full-time people. The PRN people who
19 are more flexible and can work more areas are the ones -
20 you want somebody there who you can pull to the other floor
21 when you need them.

22 When you look at the schedule, you've got so many
23 people that are working and you want to make sure - if you
24 are short on your labor and delivery schedule, you want to
25 make sure that you've got a nursery person that can be

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1 pulled to do postpartum if needed. That person that can do
2 postpartum is going to be put on the schedule before the
3 person who can't do postpartum. I don't know about this
4 schedule.

5 Schedules come and go through my hands, like, all the
6 time, and I don't know. I don't know why she wasn't put on
7 that one. I don't know what days she gave Jenny. I do know
8 that was during a cross training period too because I can
9 see the stars by the names.

10 Q. The stars?

11 A. The dots.

12 Q. The dots mean that the person was going into a
13 department to cross train?

14 A. Right.

15 Q. What do the numbers mean at the very bottom: the 2-
16 2, the 3-3?

17 A. That's how many are scheduled.

18 Q. I see. I'm sorry. This schedule I wanted to ask
19 about, the one that is June 5th to July 2nd, do you have that
20 one with the names kind of written?

21 A. Uh-huh.

22 Q. Why would the names be just - I mean, the other
23 ones look printed. This name just looks like written in
24 names and it obviously looks like a shorter number of
25 workers. Do you know why that schedule was written that way?

(Pages 74 to 77)

1 A. I don't. That does not actually look like an actual
2 schedule. That looks like one that somebody made up and I
3 don't know why it's handwritten. Because usually their
4 schedule's all on one page.

5 Q. That's why I wanted to ask.

6 A. People like to play with the scheduling and, you
7 know, do the ideal schedule. That kind of looks like what
8 that might of been but I don't know.

9 Q. The schedules customarily, would they ever be
10 separated into day shift and night shift? That's not ...

11 A. I mean, years ago they were but not recently they
12 were not. Especially in the middle of this, I don't know why
13 it would be like that.

14 Q. At some point you were informed by payroll that Ms.
15 Parsons was not working the requisite amount of hours. Is
16 that right?

17 A. I don't recall specifically her but that's how I
18 would find out that people were not working.

19 Q. You do not recall whether or not payroll called you
20 specifically about Angel Parsons?

21 A. I know that they called. I don't remember the
22 specific call about her. I think it all came in a group of
23 these people aren't working their hours. It was something
24 Donna D'Amico, that when she came in, she started. We had
25 never had to deal with that before.

1 A. Director.

2 Q. One other question. On the July 31st through the
3 August 27th time period, on this one Linda Cannon has SR
4 across the board for this period. In this event where you
5 have Linda Cannon's availability to my understanding as
6 none, right, because she special requested the whole time
7 off? So Linda Cannon's availability is none. Is that right?

8 A. Right.

9 Q. Angel Parsons is still not on the schedule.

10 A. Then we didn't need her.

11 Q. Even though Linda Cannon was out the whole time?

12 A. Right. You can look at the numbers at the bottom
13 are 2s and 3s where we started over here with 3s and 4s.

14 We'd pull people from the other floor to work in here too.
15 You've got another schedule that goes along with this
16 schedule. You don't look at just one schedule to staff the
17 whole Women's Center. There's actually three schedules.

18 Q. But on the three schedules, Linda Cannon's name is
19 not on each schedule. She is only on this one?

20 A. No but she can work mother baby in labor and
21 delivery. So could Karen McCutcheon at this point, probably.
22 I don't know that 100 percent but ...

23 Q. You looked through the other schedules to fill
24 Linda and Karen's time because they can work on the other
25 schedule?

1 Q. Tammy and Donna had the same role. Is that right?

2 A. Uh-huh.

3 Q. It was Tammy Dickerson first --

4 A. Right.

5 Q. And then Donna replaced Tammy. Is that right?

6 A. Right.

7 Q. You said that something that Donna started with the
8 calling ...

9 A. Right.

10 Q. When Tammy was working, how would you know that the
11 PRN people were not meeting the hour requirement?

12 A. I just never ran across that problem before.
13 Everybody used to get all the hours they wanted. If you
14 wanted to work, you worked. But then there came that day
15 that that no longer happened.

16 That came while I was there. I mean, we had major
17 cutbacks. We had major positions that were not filled and we
18 can no longer staff with the number of nurses that we had to
19 staff with before.

20 Q. When Tammy was working, you do not recall how you
21 knew a PRN was not meeting their hour requirement?

22 A. I'd never had - I mean, I don't remember that
23 happening. In fact, I don't think Tammy was there long while
24 I was manager.

25 Q. While you were ...

1 A. Right. They would be the first one to be pulled
2 because they're PRN. They would be pulled before regular
3 staff would be pulled.

4 Q. The last page apparently was during the time period
5 Angel Parsons was already terminated. This is August 28th so
6 she is not on the schedule. On the bottom of Plaintiff's
7 Exhibit 1, didn't we establish that the HR person signing
8 this document was Tammy Dickerson?

9 A. It is.

10 Q. Based on looking at that document, wouldn't Tammy
11 Dickerson have been the HR person --

12 A. She would of been.

13 MR. SHEINIS: Let her finish.

14 Q. Let me just get it out real quick. Wouldn't Tammy
15 Dickerson have been the HR person in charge at the time of
16 Angel Parsons' separation?

17 A. She would of been.

18 Q. Your testimony about Donna calling you about PRN's
19 not working their hours, that would not apply to Angel
20 Parsons because Tammy Dickerson was working?

21 A. Right. I mean, I don't know how long Tammy was
22 there but there were calls that started coming during the
23 office downsizing and stuff. I don't recall who calls. I
24 don't recall whose names were on the list. I just recall
25 that we would get those calls. They would start in payroll

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1 and then Donna D'Amico would actually send over action
2 forms.

3 Q. But we are not talking about Donna.

4 A. Right.

5 Q. I am asking you about Tammy.

6 A. Right.

7 Q. I am trying to figure out how you came to even
8 discuss with HR the separation of Angel Parsons. I mean, did
9 you go initiate the visit to HR? Did HR come to you?

10 A. I don't recall exactly. I just know it was an issue
11 that she was on the schedule and she wasn't working her
12 time. I do not recall exactly how it initiated.

13 Q. We are going to step just right outside the door
14 and I will be right back.

15 (Whereupon there was a break in the proceedings.)

16 Q. Back on the record. I am done. Thank you.

17 CROSS EXAMINATION BY MR. SHEINIS:

18 Q. There is just one thing I wanted to clarify. I am
19 not sure, I might of misheard. Can we go back to Exhibit 6
20 for a second? That was the personnel action request from
21 back in May of 2006 when you stepped down, it said due to
22 responsibility of caring for aging parents. I thought you
23 were talking about stepping down and interim director. I
24 just wanted to make sure I'm - back in 2006 you were not
25 interim director?

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1 A. No. I was staff nurse.

2 Q. You were a staff nurse at that point. The interim
3 director was in 2011 right before you were director with the
4 interim tag removed?

5 A. Right.

6 Q. I just wanted to clarify that. That's all I have.
7 (Deposition concluded at 12:30 p.m.)
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1 STATE OF SOUTH CAROLINA)

2 : C-E-R-T-I-F-I-C-A-T-E

3 COUNTY OF HORRY)

4
5
6 I, Alison Peterson, Court Reporter and Notary Public,
7 certify that I did have Jane Smith to appear before me at
8 10:00 a.m. on Tuesday, March 18, 2014, at the offices of
9 Carolinas Hospital, 1594 Freedom Boulevard, Administrative
10 Conference Room, Florence, South Carolina, that the witness
11 was sworn and cautioned to tell the truth, the pages
12 constitute a true and accurate transcript of the testimony
13 given at that time and place.

14 I further certify that I am not of counsel or kin to any of
15 the parties to this cause of action, nor am I interested in
16 any manner in its outcome.

17 IN WITNESS WHEREOF, I have hereunto set my hand and seal
18 this the 18th day of March, 2014.
19
20
21

22 Alison Peterson

23 Notary Public for South Carolina

24 My Commission Expires: 04-11-23
25

STATE OF SOUTH CAROLINA)	IN THE TWELFTH JUDICIAL CIRCUIT
COUNTY OF FLORENCE)	THE COURT OF COMMON PLEAS
	2012-CP-21-03016
ANGELA PARSONS,)	
PLAINTIFF,)	
VERSUS)	
JANE SMITH, OHG of SC)	
d/b/a CAROLINAS HOSPITAL)	
SYSTEM, and CAROLINAS)	
HOSPITAL SYSTEM,)	
DEFENDANTS.)	DATE: JUNE 17, 2014
	FLORENCE, SOUTH CAROLINA

MOTIONS HEARING

B E F O R E:

THE HONORABLE MICHAEL G. NETTLES

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

PHOEBE A. CLARK, ATTORNEY AT LAW
ATTORNEY FOR THE PLAINTIFF

ELIZABETH S. CORN, ATTORNEY AT LAW
ATTORNEY FOR THE DEFENDANTS

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OFFICIAL COURT REPORTER
SOUTH CAROLINA JUDICIAL DEPARTMENT

1 THE COURT: All right, the next case is Angela Parsons
2 versus Jane Smith and QHG of South Carolina, 2012-CP-21-3016.
3 Yes, ma'am. I'll be glad to hear from the moving party.

4 MS. CORN: Thank you, Your Honor. My name is Elizabeth
5 Corn. I am here on behalf of the Defendants, Jane Smith and
6 QHG of South Carolina d/b/a Carolinas Hospital System. We
7 were here before you, again, earlier, Your Honor, about a
8 year ago, on a motion to dismiss on this same matter.

9 The Plaintiff in this case has brought, or brought,
10 initially, a claim for tortious interference with the
11 employment relationship, wrongful termination and negligent
12 training, retention, and supervision against the hospital at
13 that motion to dismiss. You heard it. You dismissed their
14 claim for tortious interference and let us move on with
15 discovery on the other two issues to get a little more
16 information.

17 We have spent a year doing a lot of discovery. We've
18 gotten numerous depositions, fact witnesses, parties, a lot
19 of paper has going back and forth and so I think we are in a
20 good spot here before you today, Your Honor, to talk about
21 the other two causes of action.

22 The Plaintiff here was a PRN nurse with Carolinas
23 Hospital Systems. A PRN nurse is, first of all, first and
24 foremost, an employee, at will, as is stated in their
25 employment handbook, and the Plaintiff, herself, admitted in

1 deposition that she understood she was an employee, at will,
2 that she could be terminated at any time for any reason or no
3 reason and she could also leave at any time with no notice
4 and for no particular reason if she wanted to.

5 THE COURT: PRN means as needed. I don't know what that
6 means. What does that stand for, PRN?

7 MS. CORN: PRN is a Latin term and I used to know what
8 it meant, but I don't actually know the Latin as I stand here
9 before you, Your Honor, but I could look it up.

10 THE COURT: I was just curious.

11 MS. CORN: I think it was in our motion to dismiss, so
12 it should be in the clerk's office somewhere.

13 THE COURT: I was just asking. Go ahead.

14 MS. CORN: But it is an, as needed. So, not only was
15 she an employee, at will, she was also there with PRN status.
16 The depositions have borne out that a PRN nurse at Carolinas
17 Hospital Systems is required to work 12 hours over a four-
18 week period in order to maintain that status. If someone
19 does not work the required hours, they are removed from the
20 payroll or terminated. That's done, just because the hospital
21 can't maintain competencies and everything they need to do
22 for their nurses on everybody in the world, just the people
23 who are actually working the proposed number of hours, the 12
24 hours for every four-week period.

25 In this case, Ms. Parsons, it was brought to the

1 attention of Ms. Smith, her supervisor in the Women's Center
2 -- which is the nursery and so forth at The Carolinas -- it
3 was brought to Ms. Smith's attention that Ms. Parsons had not
4 worked the 12 hours in the four-week period for the past
5 three months. She was, therefore, terminated.

6 Ms. Parsons grieved that termination and said,
7 "This is not appropriate. I should have been given my hours.
8 I don't like Ms. Smith and I don't like the way she treated
9 me." That's not a direct quote, but that's generally what
10 happened here. It was an employee who didn't like her boss,
11 who didn't like the way her boss did things. So, Ms. Parsons
12 grieved this. She talked to the chief officer, Ms. Costa
13 Cockfield. In her deposition, Ms. Cockfield said that she
14 heard Ms. Parson's complaints. Ms. Parsons admitted in her
15 deposition that Ms. Cockfield gave her full and fair
16 opportunity to tell her everything that she thought. It was
17 about an hour-long meeting, and Ms. Cockfield upheld this
18 termination.

19 Ms. Parsons then, also, took her complaints to Mr.
20 O'Loughlin, the CEO of the hospital. Ms. Parsons, the
21 Plaintiff, said she had good opportunity to tell her
22 complaints to Mr. O'Loughlin, the CEO. The CEO listened,
23 heard her issues with Ms. Smith, and upheld the termination.

24 So, Ms. Parsons was terminated for failure to meet the
25 hours that are hospital policy. PRNs have to maintain these

1 hours for four weeks for a three-month period. She grieved
2 to her supervising officer and to the CEO, who all upheld
3 this termination. Ms. Parsons now brings a complaint stating
4 that, even though she knew she was an employee, at will, and
5 understood that she could be terminated, she also understood
6 in her deposition that she could be terminated for failure to
7 get hours and that no one was required to give her any hours
8 if the hospital -- the question was asked if the hospital
9 just didn't give you hours, if they could terminate you.
10 That's not a direct quote, but again, we have attached the
11 depositions to our memorandum, Your Honor. And she said,
12 correct, that she understood that to be.

13 In this case, the Plaintiff is saying that this was, in
14 her reply motion, her reply memorandum, the Plaintiff says
15 that the, Ms. Smith, somehow violated public policy in this
16 termination. We are not saying it was discriminatory in any
17 way, just that it was a violation of public policy. Public
18 policy is generally understood, or a violation of public
19 policy is generally understood to be, in a legal action,
20 terminating a person or terminating an employee for giving
21 someone the option, doing something illegal or I'm going to
22 terminate you. Of course, neither of those two things
23 happened in this case and no one is making any of those
24 allegations.

25 The Bearings case in 2011 discussed this issue of public

1 policy, of termination as a violation of public policy. It,
2 the Court there stated that we are not going to limit a
3 public policy violation to just these two instances, but
4 we're not going to tell you what the other instances may be,
5 either.

6 So, I understand that the Plaintiff is saying that left
7 the door open, that this is now, the Court can now determine
8 public policy and that the Court can determine that this sort
9 of situation, where someone is not given the hours that they
10 need to work and therefore terminated for not working the
11 hours, would be a violation of public policy.

12 Our argument is that by allowing this to stand, anyone
13 who doesn't get along with their boss and is terminated or is
14 not given hours that they need to work and then are
15 terminated, they can come to the Court and have the Court act
16 as the super HR department, to go back and look at the
17 decision of the director, look at the decision of the CNO,
18 the Chief Nursing Officer, and the decision of the CEO of the
19 hospital and say, "Nope, we don't agree. Never mind, we are
20 going to go ahead and give you your job back or we're going
21 to grant you the relief that you seek."

22 I would compare it to a case -- you know, we're all
23 attorneys. If you're a defense attorney like myself, you
24 have certain hourly requirements every year to make. If you
25 don't get along with your managing partner and therefore not

1 given enough case work or not enough of a case load to make
2 your hours and then are terminated, I don't have a claim. I
3 shouldn't have a claim. Allowing a case like this to move
4 forward would allow anyone who just doesn't get along with
5 their boss and, therefore, not given a good opportunity in
6 their job, to come to the Court and ask for relief.

7 I don't think that's what our higher courts, I don't
8 think that's what this state needs, but allowing that sort of
9 thing to be a violation of public policy would ---

10 THE COURT: Does that seem right if your managing
11 partner were to say that you were to have whatever thousands
12 of hours and then not give them to you and then fire you?
13 Does that seem fair?

14 MS. CORN: It's certainly allowable, Your Honor. I
15 mean, just because you don't get along with your managing
16 partner, maybe you should be doing some other things ---

17 THE COURT: Right.

18 MR. CORN: --- to work it out to make it work. But just
19 because an employee does not like their boss or the boss does
20 not make things easy for that employee, as long as they are
21 not doing anything discriminatory or completely outrageous --
22 in this case, it was just a matter of not giving her hours.
23 Not putting someone on the schedule, I don't see how that can
24 be outrageous conduct. It's just not placing someone on the
25 schedule and this is an employment, at will, state. Any

1 reason, no reason, as long as it's not discriminatory or as
2 long as it is not against public policy. I don't think
3 failing to put someone on the schedule can be a violation of
4 public policy. I haven't seen any cases that would show that
5 sort of thing would rise to the level of a public policy
6 violation.

7 THE COURT: When she was put on PRN status, it was
8 explained in the documents that that was a danger she was
9 assuming?

10 MS. CORN: Well, that that was what the requirements
11 were and she actually requested to be on PRN status. She
12 wasn't, you know -- the hospital didn't have the right to
13 tell her one way or the other. They could offer her the job
14 and she can accept it, but in this case, she had been part-
15 time and requested to go to the PRN status and she had been a
16 PRN before. She had been a PRN in other hospitals, as well,
17 so she understood the hourly requirements and she stated in
18 her deposition that she understood that these were the
19 requirements.

20 The Plaintiffs made an issue of the fact that other PRNs
21 didn't seem to have any trouble getting hours or that she was
22 the only one who was not getting her hours. All of that as
23 may be, this is an employment decision made by the director
24 of that particular department, who was Ms. Smith, who was
25 responsible for dealing with the schedules and putting people

1 on it or not putting people on it that was her, that was
2 within her authority to do. Again, Ms. Parsons agreed with
3 that, as well, in her deposition, that one of Ms. Smith's
4 responsibilities was scheduling.

5 So, that's, I guess, not a very small nutshell, but that
6 is, in a nutshell, our argument on the wrongful termination
7 against the hospital.

8 The Plaintiff has also brought a separate cause of
9 action, or it seems to be a separate cause of action, for
10 wrongful termination against Ms. Smith. We believe that
11 should be, that they have not produced any evidence of
12 anything that Ms. Smith did independently of the hospital
13 that somehow allows that action to stand. All the actions of
14 Ms. Smith was done as an employee of the hospital. The
15 hospital is a corporation. It can only act through its
16 employees, so any claim for wrongful termination would need
17 to lie at the door of the hospital, not Ms. Smith. The
18 hospital employed her, the hospital terminated her. So, and
19 we believe, appropriately. Anyways, that's what we believe,
20 at the very least, the cause of action against Ms. Smith,
21 individually, for wrongful termination should be dismissed as
22 she was only acting within the scope of her employment as I
23 believe we held, or was held, on our motion to dismiss,
24 earlier.

25 And then, finally, the Plaintiff has also brought a

1 cause of action for negligent training, retention, and
2 supervision. Our case law in this state, generally, when we
3 are talking about negligent training, retention, or
4 supervision, usually throw hiring in there, too. It
5 generally involves actions of violence or something of that
6 nature, intentional acts, assault, battery, things like that,
7 and our courts have defined it as when there is a harm to the
8 public based upon negligent firing, hiring, or whatever, of
9 the employer. It generally is not brought by an employee
10 against an employer, but a third party, the public. I
11 understand the courts in other states have expanded that, but
12 the courts in this state, I wasn't able to find any cases
13 where there was an employee against an employer about another
14 employee. I did more than one search and I didn't find any
15 in South Carolina. Like I said, I know in other states,
16 they've done things differently, but here, it's all been if
17 any employee did something wrong, it's a third party outside
18 the company bringing the case against the employer, not
19 employee/employee.

20 Any independent cases from an employee against employee,
21 again, were only for intentional acts; assault, battery,
22 sexual misconduct, those sorts of things, which no one is
23 alleging happened here. So, therefore, we don't think that
24 that particular claim is appropriately brought by Ms. Smith--
25 I'm sorry, Ms. Parsons, the Plaintiff, against the hospital

1 about actions of another employee, because it just isn't
2 appropriately brought.

3 But furthermore, there were no complaints about Ms.
4 Smith to the hospital prior to actions being taken regarding
5 Ms. Parson's termination. Her Complaint and her first time
6 to speak with the hospital, to speak with Ms. Cockfield, and
7 whatnot, about her concerns with Ms. Smith was after her
8 termination had already happened, so there was no opportunity
9 even for the hospital to change their supervision or look at
10 their proper retention of Ms. Smith prior to the termination
11 happening. So, there is simply, they have no evidence for it
12 to show this cause of action. I think that's about it for
13 me. Thank you.

14 THE COURT: All right. Yes, ma'am. How are you doing?

15 MS. CLARK: I'm doing well, thank you.

16 THE COURT: Glad to hear from you.

17 MS. CLARK: Your Honor, I'm going to approach, and I've
18 submitted this electronically, but this is the paper copy.

19 THE COURT: That's the way I like to read it. Thank
20 you.

21 MS. CLARK: I am Phoebe Clark and I do represent Angela
22 Parsons in this matter. She was employed with Carolinas and
23 as a PRN nurse and she lives in South Carolina and,
24 therefore, at will. However, in the Carolina's policy there
25 was some requirement that she had to have at least worked one

1 shift, at least 12 hours, over a four-week time period and so
2 there was some implication that a PRN was expected to be
3 employed for at least 12 hours with Carolinas. You've heard
4 in the summary that, magically, it was brought to Ms. Smith's
5 attention, Jane Smith, the director, Plaintiff's director,
6 that it was just brought to Ms. Smith's attention that
7 Parsons had not been working her PRN hours. However, we've
8 deposed many employees within the Women's Center and what
9 really happened, and one of the persons that was deposed was
10 the scheduling nurse, and what really happened, and her name
11 was Ms. Virginia Rogers, and what really happened was that
12 the scheduling nurse would schedule Ms. Parsons to work. She
13 would schedule about three nurses in a particular area and
14 Jane Smith would come back and manipulate the schedule to
15 push Ms. Parsons down to be the fourth person working when it
16 was well known within the Women's Center that there never
17 would be four nurses needed for employment on any given shift
18 and so Ms. Smith was engaging in deliberate acts to cause Ms.
19 Parsons not to be able to come into work. This wasn't an
20 issue of low census, this wasn't an issue of, "Oh, we just
21 don't need her," this was an issue of deliberating scheduling
22 somebody in a slot that was never going to be used.

23 In addition to those deliberate acts within the
24 scheduling, Jane Smith employed tactics of trying to force
25 Plaintiff to work in areas in which she had not been trained.

1 Also, in addition to that, Jane Smith was specifically
2 telling the full time and part-time nurses that you may not
3 call Angel [verbatim] Parsons to come in and work for you.
4 You may not call her. And so, it was a specific prohibition.

5 Now, Your Honor, those three actions alone have been
6 supported by other employees.

7 THE COURT: How do you think that mixes with the idea in
8 South Carolina, the, at will, portions of it, that you can
9 fire anybody for any or no reason?

10 MS. CLARK: You can. We are an, at will, state.

11 THE COURT: It sounds like they were firing her slow.

12 MS. CLARK: They were slow and deliberate, Your Honor,
13 is what I propose. There is an exception to the, at will,
14 employment and it's for reasons that I propose should be like
15 these: I mean, you already have the exceptions for if you
16 are asked to violate the law or you refuse to violate the law
17 or you're trying to exercise your rights for something like
18 the payment of wages act. So, we have certain carved out
19 exceptions and the reason why that Bearings case is so
20 important is because the Supreme Court also realizes that
21 there are things that need to be looked at on a case by case
22 basis and that we just can't put this blanket of, "Oh, it's,
23 at will, and there's nothing we can do." We have to look at
24 these different fact patterns and these different instances
25 and ask ourselves, "Is this really okay, does this shock the

1 conscious, is this something that could potentially have far
2 reaching harm to other persons in the employment realm." So,
3 you know, I'm from South Carolina. I understand, at will,
4 employment, but the problem with that is, we have to use the
5 legal system to try to look at these on a case by case basis
6 and establish some exceptions and that's the exception I
7 would like to establish here before the Court today and that
8 is, these intentional acts of Ms. Jane Smith. This kind of
9 fraud to say, "Oh, it was low census, we just didn't call
10 you," but you are really behind the scenes manipulating this
11 employment and you are, in essence, committing a fraud
12 against Ms. Parsons when you tell her one thing or make
13 representations to her, to HR, to the administrators that,
14 "Oh, she just not getting the hours," when you know you are
15 behind the scenes causing these things to happen, that you
16 are putting the wheels in motion.

17 THE COURT: Let me ask Defense counsel, based on your
18 review of the discovery, do you agree there was a concerted
19 effort on her part to deliberately keep her from getting her
20 minimum hours?

21 MS. CORN: Well, I believe that ---

22 THE COURT: At least, there's some evidence to that,
23 whether you agree or not? Do you agree that based on the
24 discovery that's been performed, they can at least rely on
25 some of the information that came out in discovery that would

1 support the idea that she was systematically engaging in
2 conduct that would keep her from getting the necessary hours?

3 MS. CORN: I think there's testimony that Ms. Smith
4 would sometimes alter the schedule after it was done by the
5 scheduling nurse, but there is also testimony, and agreed to
6 by the Plaintiff, that that was within Ms. Smith's duties as
7 the director of the department, was to manipulate, but I
8 would say, supervise, the schedule. She was within her
9 rights to change the schedule any way she wanted to.

10 THE COURT: Manipulate or supervise, would that be a
11 question of fact, maybe?

12 MS. CORN: I think it means the same thing.

13 THE COURT: Okay.

14 MS. CLARK: I would object.

15 MS. CORN: Well, I think she has the authority to change
16 the schedule or not change the schedule, but to look at it,
17 and it's within her authority as the director as has been
18 testified to, to direct the schedule, that's one of her
19 responsibilities. Ms. Smith testified to it and Ms. Parsons
20 did, as well. Manipulation just has a bit of a connotation
21 to it, but I think what we are saying here is that she was
22 allowed to change the schedule. It was within her duties.

23 THE COURT: All right. What do you think about, what
24 evidence do you have or what law do you have that would allow
25 you to sue Jane Smith, individually?

1 MS. CLARK: Well, based on the fact that Jane Smith
2 engaged in intentional acts. South Carolina does not have a
3 lot of law on this issue. I mean, it's pretty well
4 established that South Carolina, the Bearings case was a
5 strong case, but there is not a lot of legal precedent on
6 this issue, but there are a number or a good amount of
7 persuasive authority, which was included in my brief which
8 talk about the intentional acts of a supervisor and it was
9 first referenced in my brief on page 17 with the Dickert V.
10 Metro Life Insurance Company case where the employer would
11 like to have it that the supervisor couldn't be personally
12 responsible for whatever happened because of immunity under
13 the Workers' Compensation Act and they wanted that to extend
14 to the supervisor, as well. Well, the Court in Dickert, in
15 this instance, said, "Well, you know, the director was, or
16 the person in charge, they shouldn't be given the protection
17 of immunity when the acts were intentional." So, that would
18 be the term, according to persuasive authority, that would be
19 the term that would allow individual liability, would be
20 looking at the actions themselves and making a determination
21 of whether or not those actions were an accident or whether
22 they were intentional and that is included in my brief on
23 page 17.

24 THE COURT: Do you really want to sue her, individually?

25 MS. CLARK: I think it's necessary to address her

1 individual liability and the fact that she was acting,
2 according to argument, that she was acting within the scope
3 of her duties as director and that she had the 24/7 -- and
4 I'm going off the testimony of the administrators -- that she
5 has 24/7 authority, that she can hire and fire, that she can
6 look at the schedules and supervise the schedules. I think
7 you have to kind of establish her liability and call her on
8 the carpet, so to speak, for her intentional acts in order to
9 say that you as the agent, Carolinas, or you as the
10 respondent superior, Carolinas, are responsible for the acts
11 of your agent and so I think that it's important that they
12 both be named and held liable for the actions of Ms. Jane
13 Smith, because it's being claimed that she was working within
14 the scope of her duties, but she was engaged in intentional
15 acts within the scope of her duties and so she has to be held
16 liable, along with Carolinas, for these actions.

17 One other thing just to add to that is, the argument
18 that Carolinas had no idea that this was going on or that
19 they didn't know until after Ms. Smith's, after Angel
20 Parsons' termination. The evidence, and I've included the
21 deposition of Mr. Hunter, who was a compliance officer who
22 had received complaints, who testified he had received
23 complaints and they were entered into the compliance 360
24 module. And some of those complaints were before
25 termination, so you know, Carolinas was on notice, was on

1 notice, not to mention whatever incident occurred in the past
2 when Jane Smith separated before and the allegations that she
3 potentially engaged in a HIPPA violation and that Angel
4 Parsons, the Plaintiff, asked about that upon her return as
5 director and that's what caused this, to set it off. And so,
6 argument to it earlier was that Angel Parsons just didn't
7 like her director, no, she questioned her director and the
8 director did not like that and then all of these actions
9 ensued. She had an issue that she took to her director about
10 the ability to continue to be effective as a director when,
11 in the past, there had been a potential HIPPA violation that
12 she had committed.

13 THE COURT: Anything further?

14 MS. CORN: Yes, Your Honor. The Plaintiff has said that
15 an employee, that we can have far reaching harm here if this
16 is not considered a violation, a public policy violation. I
17 believe the far reaching harm would be if it is determined to
18 be a public policy violation, that someone can, for whatever
19 reason -- she decided to bring this alleged HIPPA violation,
20 which was never actually proven, it's a bit of a red herring
21 in this case, we have a lot of questions about it -- But if
22 you bring that to your director and if your director is,
23 perhaps, offended by that, but either way, it's within the
24 director's job duties to schedule you or not schedule you and
25 that is her choice as an employee of the hospital. The

1 directors are responsible for their units, they are
2 responsible for the scheduling and they can make those
3 determinations if it's within their authority to do so.
4 Saying that those choices made by the director are now going
5 to be considered a violation of public policy, we would no
6 longer have employment, at will. Everyone who is fired
7 because they didn't get along, for whatever reason, with
8 their director and something happened and then they were
9 terminated after they made a complaint to their director and
10 -- we would no longer have employment, at will. Everyone
11 would be coming to court with a problem with the reasons they
12 were terminated and so I think that would be the far reaching
13 harm, if you look where this could lead to.

14 MS. CLARK: If I may respond to that. There wouldn't be
15 a far reaching harm, because, again, we would be looking at
16 this on a case by case basis and so if the director or the
17 supervisor or the person in charge just simply fired someone,
18 then that would be, at will, but when we look at the
19 deliberate actions of the director and her manipulating the
20 employment status, then we don't have this, you know,
21 "everybody would have a claim". We would have to look at
22 everything, as we look at everything now, on a case by case
23 basis.

24 THE COURT: All right. I think I've got a pretty good
25 idea. I've got some handsome briefs here that I'm going to

1 look at and I believe I'm going to draft the order on this
2 one. I think this will be a good one.

3 MS. CORN: Would you like our briefs in Word format,
4 Your Honor?

5 THE COURT: I think that would be good if you could do
6 that.

7 MS. CORN: Should we send it to your clerk, Your Honor?

8 THE COURT: That would be perfect and that will be
9 mnettlleslc@sccourts.org It's in the book.

10 MS. CORN: All right. Thank you, Your Honor.

STATE OF SOUTH CAROLINA)
)
 COUNTY OF ANDERSON)

CERTIFICATE

BE IT KNOWN THAT I, THE UNDERSIGNED JO RICE, OFFICIAL COURT REPORTER FOR THE TWELFTH JUDICIAL CIRCUIT OF THE STATE OF SOUTH CAROLINA, DO HEREBY CERTIFY THAT THE FOREGOING TRANSCRIPT REPRESENTS A TRUE, ACCURATE AND COMPLETE TRANSCRIPT OF RECORD OF THE HEARING IN THE CAPTIONED CASE, RELATIVE TO APPEAL, BEFORE THE CIRCUIT COURT FOR FLORENCE COUNTY, SOUTH CAROLINA, SO GIVEN ON JUNE 17, 2014 TO THE BEST OF MY SKILL AND ABILITY;

THAT I AM NOT RELATED TO NOR AN EMPLOYEE OF ANY OF THE PARTIES HERETO, NOR A RELATIVE OR EMPLOYEE OF ANY ATTORNEY OR COUNSEL EMPLOYED BY THE PARTIES HERETO, NOR INTERESTED IN THE OUTCOME OF THIS ACTION.

IN WITNESS WHEREOF I HAVE HERE UNTO SET MY HAND AND SEAL THIS 1ST DAY OF SEPTEMBER, 2014.

Jo Rice

JO RICE
 OFFICIAL COURT REPORTER

CERTIFICATE OF COUNSEL

The undersigned hereby certifies that this Record on Appeal contains all materials proposed to be included by any of the parties and not any other material.



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