

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

Thomas L. Hughston, Jr., Circuit Court Judge

Case No.: 2012-206986

RECEIVED

AUG 10 2012

SC Court of Appeals

Kristin A. Busillo, ...Respondent,

v.

City of North Charleston, ...Appellant.

RECORD ON APPEAL

CHRISTOPHER T. DORSEL
Senn Legal, LLC
P.O. Box 12279
Charleston, SC 29422
(843) 556-4045
Attorney for the Appellant

Keith Robinson, Esquire
Law Offices of William A. Green
P.O. Box 70306
Charleston, SC 29415
843-747-2455
Attorney for Respondent

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STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON
IN THE COURT OF COMMON PLEAS

FORM 4

JUDGMENT IN A CIVIL CASE

CASE NO. 2010- CP-7677

Kristin A. Busillo

City of North Charleston

PLAINTIFF(S)

DEFENDANT(S)

Submitted by:

Attorney for : ☐ Plaintiff ☐ Defendant
or
☐ Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

- ☒ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☐ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ☐ **ACTION DISMISSED (CHECK REASON):** ☐ Rule 12(b), SCRCP; ☐ Rule 41(b), SCRCP (Vol. Nonsuit); ☐ Rule 43(k), SCRCP (Settled); ☐ Other
- ☐ **ACTION STRICKEN (CHECK REASON):** ☐ Rule 40(j), SCRCP; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):** ☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☐ See attached order (formal order to follow) ☒ Statement of Judgment by the Court: We, the Jury, find for the Plaintiff against the Defendant, City of North Charleston, in the amount of \$16,500.00. Due to a set-off in the amount of \$4,184.70, the total amount of the judgment against the City of North Charleston is \$12,315.30.

ORDER INFORMATION

This order ☒ ends ☐ does not end the case.

Additional Information for the Clerk :

INFORMATION FOR THE PUBLIC INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
Kristin A. Busillo	City of North Charleston	\$12,315.30
		\$
		\$

If applicable, describe the property, including tax map information and address, referenced in the order:

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. Note: Title abstractors and researchers should refer to the official court order for judgment details.

Circuit Court Judge

2008
Judge Code

Date

SCRCP Form 4C (10/2011)

Page 1 of 2

For Clerk of Court Office Use Only

This judgment was entered on the _____ day of _____, 20____ and a copy mailed first class or
placed in the appropriate attorney's box on this _____ day of _____, 20____ to attorneys of record or
to parties (when appearing pro se) as follows:

Keith Robinson

Christopher Dorsel

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

CLERK OF COURT

Court Reporter: Vivian Cross

Senn Legal, LLC.

Attorneys at Law

3 Wesley Drive
Post Office Box 12279
Charleston, South Carolina 29422-2279
Telephone: (843) 556-4045
Facsimile: (843) 556-4046

*Sandra J. Senn
Robin L. Jackson
Christopher T. Dorsel*

*Of Counsel
Hon. Jenny A. Horne
(House District 94)
(Licensed in SC & NC)*

November 4, 2011

VIA ELECTRONIC MAIL ONLY

The Honorable Judge Hughston
Charleston County
100 Broad Street, Suite 106
Charleston, SC 29401

RE: Kristin A. Busillo v. City of North Charleston, et al
Case No.: 2010-CP-10-7677

Dear Judge Hughston,

Per your request, below is a breakdown of the jury verdict in this case and the verdict amount after set-off:

Jury Verdict before set-off: \$16,500.00

Amount of set-off: \$4,184.70

Jury Verdict after set-off: \$12,315.30

Please let me know if you should need any additional information from me. Also, pursuant to your allowance of 10 days for post-trial motions, I am planning on emailing you our post-trial motions next week.

With kind regards, I am,

Sincerely,

S/Christopher T. Dorsel

Christopher T. Dorsel

CTD/lem

cc: Keith Robinson, Esquire
Don Michele

Verdict

WE FIND FOR KRISTIN A. BUSILLO
AND AGAINST THE CITY OF NORTH CHARLESTON
\$16,500.00 DOLLARS
ACTUAL DAMAGES.

~~FOR THE~~
FOREMAN.

WE FIND FOR THE CITY OF
NORTH CHARLESTON.

FOREMAN.

IN THE COURT OF COMMON PLEAS

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CASE NO. 10-CP-10-7677

KRISTIN A. BUSILLO,

2011 DEC 13 AM 11:33

Plaintiff,

JULIE J. ARMSTRONG
CLERK OF COURT

vs.

BY _____ ORDER DENYING
POST-TRIAL MOTIONS

CITY OF NORTH CHARLESTON,

Defendant,

This case is before me on Defendant's Post-trial Motions following a jury trial and verdict for the Plaintiff for \$16,500 actual damages. Due to a set-off, that is, actual property damage already paid by the Defendant of \$4,184.70, the judgment was reduced to \$12,315.30. I consider this the outer limit of a reasonable verdict, but it does not shock me. Therefore, after thoroughly considering all Defendant's Motions, they are respectfully denied.

IT IS SO ORDERED.

DEC. 13, 2011
Charleston, South Carolina

Thomas L. Hughston, Jr.
Thomas L. Hughston, Jr., Presiding Judge

AUTOMOBILE DECISION

DOCKET NUMBER: A099-02602-10-00
PUBLICATION DATE: 4/19/2011

CASE INFORMATION

Date Filed: 12/15/2010
Date of Loss/Accident: 8/16/2010
Place of Loss/Accident: NORTH CHARLESTON, SC

Total Company Claim Amount: \$4,184.70
Deductible Paid By Insured: \$0.00
Legal Fees Sought: \$0.00

Party	Subsidiary	Representative	File Number/Remit Addr	Insured Name
App	ALLSTATE COUNTY MUTUAL INSURANCE PO BOX 58 COLUMBIA, SC 29202-0058	B. REYNOLDS ELLIOTT 803-252-0500	0176086346 PO BOX 58 COLUMBIA, SC 29202-0058	KRISTIN BUSILLO
Resp 01	QBE SPECIALTY INSURANCE COMPANY PO BOX 212128 COLUMBIA, SC 29221-2128	CHAD JOEL 803-612-7770	SCL00526L144240010	RYAN TERRELL

Arbitrator(s) considered the following in rendering the decision (Hearing Representation Information):

Applicant APPLICATION, CONTENTIONS, ALL LISTED EVIDENCE RECEIVED

Respondent 1 RESPONSE, CONTENTIONS, ALL LISTED EVIDENCE RECEIVED

DECISION INFORMATION

Arbitrator #1: ALLYSON CHRISTIAN

Date Closed: 4/18/2011

Note: Above Arbitrator(s) have acknowledged the AF Neutrality Statement.

Summary of Dispute

This is a case where the applicant was travelling down the primary roadway and the respondent attempted to enter this same roadway.

Liability Decision

Respondent #01 - QBE SPECIALTY INSURANCE COMPANY admits 0% liability.

Applicant proved 100% liability against Respondent #01 - QBE SPECIALTY INSURANCE COMPANY based on: The applicant proved the respondent failed to yield the right of way.

Damages Decision

Applicant ALLSTATE COUNTY MUTUAL INSURANCE COMPANY proved ALL damages.

Damages Proven: \$4,184.70

Respondent(s) indicate that they are not disputing damages.

What evidence caused you to render this decision and why?

Firsthand statements from the applicant driver and her passenger were provided, which are difficult to refute without a firsthand statement from the respondent driver to show why he did not owe the right of way.

Award

State Negligence Law applied to award calculations: 50% Comparative

RECEIVED
APR 25 2011
QBE CLAIMS

AUTOMOBILE DECISION

DOCKET NUMBER: A099-02602-10-00
PUBLICATION DATE: 4/19/2011

<u>Rsp #</u>	<u>Damages Award Against (not Including Deductible)</u>	<u>Insured Paid Deductible Award Against</u>	<u>Legal Fees Award Against</u>	<u>Credit for Prior Payment</u>	<u>Total Award Against</u>
01	\$4,184.70	\$0.00	\$0.00	\$0.00	\$4,184.70
TOTAL	\$4,184.70	\$0.00	\$0.00	\$0.00	\$4,184.70

Please send payment to Remittance Address listed in the Case Information Section.

If you have any questions about this decision, please call our Member Service Center at (866) 977-3434.

ANNOUNCEMENT

EFFECTIVE AUGUST 2, 2010, PAPER DECISIONS WILL NO LONGER BE MAILED TO USERS FOR APPLICATIONS AND RESPONSES MADE THROUGH ONLINE FILING. ONLINE USERS HAVE IMMEDIATE ACCESS TO DECISIONS PUBLISHED ON WWW.ARBFILE.ORG

Automobile Subrogation Arbitration Agreement

By signing this Agreement, the company accepts and binds itself to the following:

Attn: Mark Gore

45100 28285

Article First
Compulsory Provisions

Signatory companies must forego litigation and arbitrate any personal or commercial automobile damage subrogation or self-insured automobile damage claims through Arbitration Forums, Inc. (herein after referred to as AF).

Article Second
Exclusions

No company shall be required, without its written consent, to arbitrate any claim or suit if:

- (a) it is not a signatory company nor has given written consent.
- (b) such claim or suit creates any cause of action or liabilities that do not currently exist in law or equity; or
- (c) its policy is written on a retrospective or experience-rated basis; or
- (d) any payment which such signatory company may be required to make under this Agreement is or may be in excess of its policy limits. However, an Applicant may agree to accept an award not to exceed policy limits and waive their right to pursue the balance directly against the Respondent's insured; or
- (e) it has asserted a denial of coverage; or
- (f) any claim for the enforcement of which a lawsuit was instituted prior to, and is pending, at the time this Agreement is signed; or
- (g) under the insurance policy, settlement can be made only with the insured's consent.

Article Third
Decisions

The decision of the arbitrator(s):

- (a) shall be based on local jurisdictional law consistent with accepted claim practices.
- (b) is final and binding without the right of rehearing or appeal. However, this does not preclude AF from correcting a clerical or jurisdictional error of an arbitrator(s) or AF staff.
- (c) is neither res judicata nor collateral estoppel to any other claim or suit arising out of the same accident, occurrence, or event except where an applicant seeks recovery of supplemental damages as allowed under the Awards section of the rules. The decision is conclusive only of the issues in the matter submitted to the panel and only as to the parties to the arbitration. The admissibility of the decision in any other proceeding is not intended, nor should be inferred from this Agreement.

All matters concerning an arbitration proceeding shall be held in strict confidence.

Article Fourth
Non-Compulsory Provisions

The parties may, with written consent, submit a claim:

- (a) that exceeds this forum's monetary limit, or
- (b) where a non-signatory wants to participate.

Once a company gives written consent, all Articles and Rules of this forum are applicable, and the company may not revoke its consent.

Article Fifth
AF's Function and Authority

AF, representing the signatory companies, is authorized to:

- (a) make appropriate Rules and Regulations for the presentation and determination of controversies under this Agreement;
- (b) determine the location, and the means by which, arbitration cases are heard;
- (c) determine qualification criteria and provide for the selection and appointment of arbitrators;
- (d) establish fees;
- (e) invite other insurance carriers, noninsurers, or self-insureds to participate in this arbitration program, and compel the withdrawal of any signatory for failure to conform to the Agreement or the Rules issued thereunder.

The signatories, directors, officers, staff, agents, and AF employees, as well as the arbitrators, are not liable to and will be held harmless by any party (ies) for any negligence, act, or omission concerning the processing, administration, or hearing of any arbitration conducted under this Agreement.

Article Sixth
Withdrawals

Any signatory company may withdraw from this Agreement by notice in writing to AF. Such withdrawal will become effective sixty (60) days after receipt of such notice except as to cases then pending before arbitration panels. The effective date of withdrawal as to such pending cases shall be upon final compliance with the finding of the arbitration panel on those cases.

IN WITNESS WHEREOF, I have hereunto set my hand on the _____ day of _____, 20____.

(Please check one)

Group/Company# _____

☐ Insurer ☐ Self-Insured

Signature _____ Title _____

Print Name _____ Telephone No. _____

Address _____ City/State/Zip _____

**If signing for group, please list companies signatory to this agreement below.*

PLEASE RETURN COMPLETED AGREEMENT TO: ARBITRATION FORUMS, INC., PO Box 271600, TAMPA, FL 33688-1500.

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)
)
KRISTIN A. BUSILLO,)
)
Plaintiff,)
)
v.)
)
CITY OF NORTH CHARLESTON)
and RYAN K. TERRELL,)
)
Defendants.)
_____)

IN THE COURT OF COMMON PLEAS
NINTH JUDICIAL CIRCUIT
CASE NO.: 2010-CP-10- 7617

**COMPLAINT
MOTOR VEHICLE NEGLIGENCE
(JURY TRIAL REQUESTED)**

FILED
2019 SEP 20 11:11:53
JULIE J. ARMSTRONG
CLERK OF COURT

TO: THE DEFENDANTS ABOVE-NAMED

The Plaintiff, Kristin A. Busillo, complaining of the acts and omissions of the Defendant above named, says as follows:

1. The Plaintiff is a citizen and resident of the County of Charleston, State of South Carolina.
2. Upon information and belief, the Defendant, City of North Charleston is a subdivision of the State of South Carolina.
3. Upon information and belief, the Defendant, Ryan K. Terrell, is a citizen and resident of the County of Dorchester, State of South Carolina.
4. At the time of the occurrence herein mentioned, Plaintiff was the owner and operator of 2004 BMW, South Carolina license tag # DMY932.
5. At the time of the occurrence herein mentioned, Defendant, Ryan K. Terrell, was the operator of a 2004 Ford, South Carolina license tag #MG51648, owned by Defendant, City of North Charleston.
6. That on August 16, 2010 at approximately 8:10 a.m., the vehicle driven by Plaintiff

was traveling on SEC1342 in North Charleston, South Carolina.

7. At the aforementioned date and time, the Defendant, Ryan K. Terrell was parked on the shoulder of SEC 1342 then suddenly pulled onto the road causing his vehicle to strike the vehicle occupied by the Plaintiff.

8. That the two vehicles collided with considerable force.

9. The collision caused physical injury to the Plaintiff.

10. That the Defendant, Ryan K. Terrell, by his acts and omissions was negligent, grossly negligent, careless, reckless, willful and wanton in one or more of the following particulars, to wit:

- a) In then and there failing to keep a proper lookout;
- b) In then and there failing to properly equip said automobile with adequate and safe brakes; and if so properly equipped, in failing to properly utilize them;
- c) In then and there failing to take any evasive action, by any means, to keep from striking the vehicle occupied by the Plaintiff;
- d) In then and there failing to maintain control over his motor vehicle;
- e) In then and there failing to properly observe the road and traffic conditions;
- f) In then and there failing to exercise that degree of care which a reasonable and prudent person would have exercised under the same or similar circumstances.
- g) In then and there suddenly pulling onto SEC 1342, from the shoulder of the road, when it was unsafe to do so.
- h) In then and there colliding with the motor vehicle operated by the Plaintiff.

All of which were the direct and proximate cause of the injuries and damages the Plaintiff suffered, as are more fully set forth below, said acts being in violation of the laws of the State of South Carolina.

11. That the Defendant, City of North Charleston, by its acts and omissions was negligent, grossly negligent, careless, reckless, willful and wanton in one or more of the following particulars to wit:

- a) In causing and allowing the 2004 Ford to be operated by a reckless and careless driver;
- b) In allowing a motor vehicle owned and maintained by City of North Charleston to be equipped with faulty brakes, or if so equipped with good and sufficient brakes, in allowing such motor vehicle to be driven by a reckless and careless driver, who failed to properly apply the brakes;
- c) In endangering the lives of the traveling public and more especially this Plaintiff, by placing a motor vehicle, a dangerous instrumentality, in the care and under control of a reckless, careless and incompetent driver.

All of which were the direct and proximate cause of the injuries and damages the Plaintiff suffered, as are more fully set forth below, said acts being in violation of the laws of the State of South Carolina.

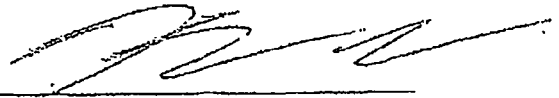
12. That as the direct and proximate result of the aforesaid negligent, grossly negligent, careless, reckless, willful and wanton acts or omissions of the Defendants, the Plaintiff:

- a) Was struck by the Defendant's automobile with considerable force ;
- b) Suffered injuries about various parts of her body;
- c) Experienced pain, suffering and extreme discomfort associated with these injuries;
- d) Has incurred substantial medical and doctor bills;
- e) Was unable to pursue many of her usual avocations, thereby being deprived of the enjoyment of life for a period of time; and
- f) Incurred substantial property damage.

13. The Plaintiff is informed and believes that she is entitled to judgment against the Defendants in the sum of such actual and punitive damages as a jury may find, together with the costs of this action.

WHEREFORE, the Plaintiff demands judgment against the Defendants for such sum of actual and punitive damages as a jury may find, for the costs of this action, and for such other and further relief as this Court may deem just and proper.

LAW OFFICES OF WILLIAM A. GREEN



Keith Robinson
Attorney for Plaintiff
P.O. Box 70306
North Charleston, SC 29415
(843) 747-2455

North Charleston, South Carolina

This 16 day of September 2010.

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

KRISTIN A. BUSILLO,

Plaintiff,

v.

CITY OF NORTH CHARLESTON and
RYAN K. TERRELL,

Defendants.

COURT OF COMMON PLEAS
NINTH JUDICIAL CIRCUIT
CASE NO.: 2010-CP-10-7677

ANSWER

(Jury Trial Demanded)

2010 NOV 29 PM 1:45
JULIE J. APOSTOLAKIS
CLERK OF COURT

FILED

Comes now the defendant, City of North Charleston, and hereby answers the plaintiff's
Complaint to wit:

FOR A FIRST DEFENSE
(Qualified General Denial)

All specially not admitted herein should be deemed denied.

1. Upon information and belief, admits.
2. Admits that the City of North Charleston is a municipality and a governmental entity as set forth in the South Carolina Tort Claims Act and that Ryan K. Terrell was an employee of the municipality and acting within the scope of his authority on August 16, 10 at 8:10 a.m.
3. Upon information and belief, admits.
4. Upon information and belief, admits.
5. Admits.
6. Admits.
7. Denies.

8. Denies.
9. Denies or lacks knowledge or information.
10. Denies including subparts.
11. Denies including subparts.
12. Denies including subparts.
13. Denies.

FOR A SECOND DEFENSE
(Failure to State a Claim)

14 Plaintiff has failed to state a cause of action for which relief can be granted, and the Complaint should be dismissed in accordance with Rule 8 and Rule 12 of the South Carolina Rules of Civil Procedure.

FOR A THIRD DEFENSE
(Sole Negligence/Comparative Negligence)

15 Defendant asserts that the plaintiff is solely negligent for her suffering and injuries or in the alternative is comparatively negligent for her suffering and injuries and that her own negligence was greater than any negligence of the defendant, and was the proximate cause of her injuries.

FOR A FOURTH DEFENSE
(Sovereign Immunity - Tort Claims Act)

16. As to any violation of common law or state law, the defendant asserts the provisions of the South Carolina Tort Claims Act, S.C. Code Ann. §15-78-10, et seq., and any pertinent portions thereto.

FOR A FIFTH DEFENSE
(Limitations of Recovery)

17.. The South Carolina Tort Claims Act, §§ 15-78-120(a)(1) limits the amount of damages an individual claimant may obtain in a single incident to the amount of three hundred thousand dollars and zero cents. (\$300,000.00).

FOR A SIXTH DEFENSE
(Absolute Punitive Damages Immunity)

18. At all times alleged defendant was a department of the State of South Carolina and, as such, is absolutely immune from punitive damages or interest prior to judgment under Common Law, case law, and the South Carolina Tort Claims Act § 15-78-120(b).

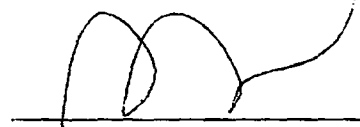
FOR A SEVENTH DEFENSE
(Failure to Mitigate)

19. Plaintiff's claims are barred or must be reduced by her failure to mitigate damages, should there be any damages.

FOR AN EIGHTH DEFENSE
(Natural Disease Process)

20.. This defendant would assert, upon information and belief, that any injuries or damages sustained by the plaintiff were due to, caused and occasioned by the natural process of the medical problem which the plaintiff presented with and over which this defendant had no control and as such, this defendant pleads such is a natural process as a complete bar to this action.

Wherefore, having fully answered the Complaint, the Defendant hereby prays that the Complaint be dismissed with prejudice; that plaintiff be responsible for all costs associated with defending this action; and for all such further relief as this court deems just and proper. In addition, the defendant reserves the right to amend to allege additional affirmative defenses or other defenses as they become known throughout the course of discovery.

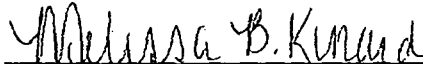


SANDRA J. SENN
ROBIN L. JACKSON
Senn, McDonald & Leinbach, LLC
P.O. Box 12279
Charleston, SC 29422-2279
(843) 556-4045
Attorneys for Defendants

November 24, 2010
Charleston, South Carolina

CERTIFICATE OF MAILING

I hereby certify that I have mailed a copy of the above and foregoing to counsel of record in said proceeding to his office address with sufficient postage affixed hereto, this 24 day of November, 2010.



Melissa B. Kinard

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

KRISTIN A. BUSILLO,

Plaintiff,

v.

CITY OF NORTH CHARLESTON,

Defendant.

COURT OF COMMON PLEAS
NINTH JUDICIAL CIRCUIT
CASE NO.: 2010-CP-10-7677

DEFENDANT'S POST TRIAL MOTIONS

FILED
2011 NOV 10 PM 1:00
JULIE J. ARMSTRONG
CLERK OF COURT

Defendant City of North Charleston, by and through its undersigned attorney, hereby moves the Court pursuant to Rule 50(b) of the South Carolina Rules of Civil Procedure for the entry of an order granting judgment notwithstanding the verdict in favor of Defendant, or in the alternative, pursuant to Rule 59(a), for a new trial on the grounds stated below, or in the alternative, to set aside the verdict pursuant to the 13th Juror Doctrine. In addition to the below-stated grounds, Defendant incorporates herein by reference all grounds previously raised in its motions for directed verdict made at trial, any memorandum of law in support hereof to be filed in advance of a hearing, the governing procedural and substantive law of South Carolina, and any oral argument the Court may permit in support of the instant motion.

A separate statement of the grounds of each motion follows. Defendant respectfully requests a hearing on this motion before the Court within ten (10) days after service hereof, or as soon thereafter as counsel may be heard.

I.

Judgment Notwithstanding the Verdict

Defendant, by and through its undersigned attorney, hereby moves the Court pursuant to Rule 50(b) for an order granting judgment notwithstanding the verdict in favor of Defendant on the

following grounds:

A. Negligence Claim

Viewing the evidence in the light most favorable to the Plaintiff, Defendant asserts that it is nonetheless entitled to judgment as a matter of law on the Plaintiff's claim for negligence based on the following grounds:

- a. The only reasonable inference that can be drawn from all the evidence is that Defendant was not negligent as a matter of law.
- b. The only reasonable inference that can be drawn from all the evidence is that Defendant's negligence did not exceed the Plaintiff's negligence and that the Plaintiff was at least 51% negligent. Based on the evidence, no reasonable jury could find that the Plaintiff's negligence was not greater than any negligence on the part of the Defendant. Thus, the doctrine of comparative negligence applies to bar the Plaintiff's negligence claim.
- c. The only reasonable inference to be drawn from the evidence was that the Plaintiff came to a rolling stop at the exit of the Boeing facility, turned left, accelerated at a very quick rate, and the accident happened a short distance away. In that short distance, the Plaintiff was able to take out a cigarette and light it; she was in the process of smoking at the time of the accident. Although the Plaintiff testified that she never saw Officer Terrell's blue lights, the uncontradicted testimony shows that his blue lights were on. Based on all of this evidence together, the only reasonable conclusion that can be drawn is that the Plaintiff was not paying attention and was not keeping a proper lookout at the time of the accident.

II.
Motion for a New Trial

In the alternative, by and through its undersigned attorney, the Defendant hereby moves, pursuant to Rule 59(a), for a new trial and/or new trial remittitur on the grounds that:

1. The jury's verdict as it stands is against the fair preponderance of the evidence;
2. The jury's verdict was such as to indicate that the jury disregarded the appropriate charge and instructions of the Court as to the law to be applied;
3. The jury's verdict is contrary to the applicable law under the facts as presented in this case, as noted in Defendant's motion for judgment notwithstanding the verdict which is incorporated herein by reference;
4. The jury's verdict is unduly excessive in light of the evidence presented.
5. The Court erred to the prejudice of Defendant in allowing the Plaintiff to submit property damages, including a repair bill and a car rental bill, that had already been paid on behalf of Defendant. This error allowed the Plaintiff to more than double her special damages claimed—from \$3,643 to \$7,827.70;
6. The Court erred to the prejudice of Defendant in allowing Plaintiff to submit, over Defendant's objection, property damages, including a repair bill and a car rental bill, that had already been paid on Defendant's behalf. Defendant did not conduct any discovery on repairs to the vehicle or regarding the car rental bill because this element of damages was not in dispute and had already been paid;
7. The Court erred to the prejudice of Defendant in allowing Plaintiff to submit testimony and evidence from Frank Troy regarding depreciation to the jury. Mr. Troy was never disclosed as a witness or an expert witness by the Plaintiff during

discovery. The Defendant was prejudiced by this submission of new testimony and evidence because it had neither the time nor the opportunity to offer rebuttal testimony or evidence, and Defendant had no time to conduct discovery with respect to this new evidence;

8. The Court erred to the prejudice of Defendant in refusing to submit Defendant's proposed jury verdict form to the jury. The Court charged the jury on comparative negligence, but submitted a jury verdict form that did not allow the jury to apportion percentages of fault;
9. The Court erred to the prejudice of Defendant in submitting to the jury a facially defective jury verdict form that allowed for the jury to only find for the Plaintiff or only find for the Defendant. This defective jury verdict form did not allow the jury to apportion fault in a comparative negligence case and resulted in jury confusion as they could only find for the Plaintiff or the Defendant;
10. The Plaintiff submitted medical bills of \$1,793 and property damage of \$6,034.70. The verdict awarded by the jury was \$16,500. Therefore, the jury awarded non-economic damages of \$8,672.30, which is nearly five times the amount of medical special damages. This case involved a minor accident where there was no long-term medical treatment and there were no permanent injuries. This verdict was unduly liberal and influenced by improper evidence. A new trial should be granted unless the Plaintiff agrees to remit the verdict amount to \$8,000 with a set-off of \$4,184.70, making the verdict after set-off amount to \$3,815.30.

III.

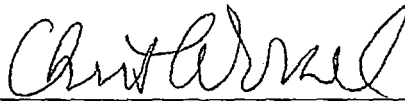
Motion to Set Aside the Verdict under the Thirteenth Juror Doctrine

In the alternative, by and through its undersigned attorney, Defendant hereby moves the Court to set aside the verdict under the Thirteenth Juror Doctrine as the evidence does not justify the verdict on the grounds that:

1. The Plaintiff testified that the accident was not a huge accident, that her car did not strike any other object or vehicle, that her air bags did not deploy, that her body struck nothing inside the vehicle, and that the impact did not even cause her to drop her cigarette.
2. The Plaintiff testified that following the accident, she was able to return to work in her car and work the remainder of the day as well as a full day the following day. She did not receive medical treatment until two days after the subject accident. She had one visit with her primary care doctor and follow-up treatment with a physical therapist. The Plaintiff's last visit with the physical therapist was on October 12, 2010, and she did not attend her scheduled follow-up. The Plaintiff also testified that she had no problems related to the accident after October 12, 2010, and she has had no problems related to the accident in the 2011 calendar year.
3. The Plaintiff submitted medical bills of \$1,793 and property damage of \$6,034.70. The verdict awarded was \$16,500. Therefore, the jury awarded non-economic damages of \$8,672.30, which was nearly five times the medical special damages for a minor accident resulting in no long-term medical treatment and no permanent injuries.
4. The only reasonable inference that can be drawn is the jury verdict was influenced

by the submission of property damage bills that had already been paid and were not at issue. Therefore, the Court should set aside the verdict under the Thirteenth Juror Doctrine

Respectfully submitted,



CHRISTOPHER T. DORSEL

Senn Legal, LLC

3 Wesley Drive

P.O. Box 12279

Charleston, SC 29422

843-556-4045

fax: 843-556-4046

Chris@Sennlegal.com

Attorney for Defendant

November __, 2011
Charleston, South Carolina

STATE OF SOUTH CAROLINA)
)
CHARLESTON COUNTY)
)
KRISTIN A. BUSILLO,)
)
Plaintiff,)
)
v.)
)
CITY OF NORTH CHARLESTON)
)
Defendant(s),)
_____)

IN THE COURT OF COMMON PLEAS
NINTH JUDICIAL CIRCUIT
CASE NO.: 2010-CP-10-7677

**PLAINTIFF'S MEMORANDUM IN
RESPONSE TO DEFENDANT'S
POST TRIAL MOTIONS**

FILED
2011 NOV 29 PM 12:23
JULIE J. ARMSTRONG
CLERK OF COURT
CP

INTRODUCTION

The Plaintiff by and through it undersigned attorney hereby responds to Defendant's Post Trial Motions for Judgement Notwithstanding the Verdict, Motion for a New Trial and Motion to Set Aside the Verdict under the Thirteenth Juror Doctrine.

STATEMENT OF THE FACTS

The jury heard the evidence of the Plaintiff, Officer Terrell Palmer and the Highway Patrolman who investigated the collision. That testimony is that the plaintiff fully entered into her lane of traffic and that the Defendant driver Ryan Terrell pulled into her lane of traffic from the side of the road failing to yield the right of way. The evidence also showed that the Defendant driver Ryan Terrell did not have his turn signal on in violation of the law. The jury did have an opportunity to hear the testimony of Ryan Terrell who contradicted this evidence. Ryan Terrell stated that he entered the roadway was waiting to turn around while Kristin Busillo came up the median and collided into his vehicle. The jury heard this evidence and determined that defendant driver Ryan Terrell caused this collision.

**RESPONSE TO DEFENDANT'S MOTION FOR JUDGEMENT
NOTWITHSTANDING THE VERDICT**

"If the evidence as a whole is susceptible of only one reasonable inference, no jury issue is created and a directed verdict motion is properly granted." *Wintersteen*, at 35, 542 S.E.2d at 729. "In deciding whether to grant or deny a directed verdict motion, the trial court is concerned only with the existence or non-existence of evidence." *Sims v. Giles*, 343 S.C. 708, 714, 541 S.E.2d 857, 861 (Ct.App.2001).

The jury heard the evidence of the Plaintiff, Officer Terrell Palmer and the Highway Patrolman who investigated the collision. That testimony is that the plaintiff fully entered into her lane of traffic and that the Defendant driver Ryan Terrell pulled into her lane of traffic from the side of the road. The evidence also showed that the Defendant driver Ryan Terrell did not have his turn signal on in violation of the law. The jury heard this evidence and determined that defendant driver Ryan Terrell caused this collision. Based on that evidence, we believe that the jury was reasonable in finding for the Plaintiff, and therefore request that court deny Defendant's motion.

RESPONSE TO DEFENDANT'S MOTION FOR A NEW TRIAL

"The jury's determination of damages, however, is entitled to substantial deference" The circuit court should only grant a new trial absolute on the excessiveness of the verdict only if the amount is so grossly inadequate or excessive as to shock the conscience of the court and clearly indicates the figure reached was the result of passion, caprice, prejudice, partiality, corruption, or some other improper motives. *Brinkley v. South Carolina Department of Corrections* 386 S.C. 182, 687 S.E.2d 54 (S.C. App 2009)

A. SUBMISSION OF TOTAL PROPERTY DAMAGE:

The Plaintiff incurred damage for repairs to her vehicle, loss of use, and depreciation. The jury heard the entire evidence on this issue. Plaintiff had used her own collision coverage for repairs to her vehicle due to Defendant's denial of liability. Plaintiff filed suit claiming property damage and depreciation of her vehicle. During litigation, without the participation of Plaintiff, Defendant lost at arbitration between insurance companies and paid Plaintiff's insurance company back not in total for the repair bill and rental charges. In order to avoid mentioning insurance to the jury and explaining to jury what happened behind the scenes, the Plaintiff asked the court to allow all property damages claims to be heard by the jury, in which, any verdict for property damage would be offset after the trial.

The Defendant is in no way prejudiced by the jury hearing Plaintiff's damages in total. The Plaintiff had agreed to offset any prior payments prior to trial. In fact, the Plaintiff would be prejudiced by the jury not hearing the evidence in total. The most efficient and fair way to both parties is for the jury to hear the evidence in total and have an offset.

B. APPRAISER TESTIMONY

"The Sanction of the exclusion of a witness should never be lightly invoked... The precise nature of the interrogatories and discovery posture the case, willfulness and degree of prejudice are some of the important factors." *Curtis v. Blake* 392 S.C. 494, 709 S.E.2d 79 (S.C.App. 2011)

The Defendant knew of Frank Troy, the claim for depreciation, and the amount of the claim prior to trial. On June 22, 2011 I, Keith Robinson, made a verbal demand to Attorney Chris Dorsel explaining we have a depreciation estimate of \$1,900.00. In addition this information was given via email again on October 31, 2011. Please see attached documentation. In no way was the Defendant, prejudiced by this because they were aware of Plaintiff's claim and

knew we had an estimate prior to trial. In addition, Defendant did not move for a continuance to depose Mr. Frank Troy before he testified.

C. JURY VERDICT FORM

The trial judge has the discretion to determine how a case is submitted to the jury. *Smoak*, 281 S.C. at 421, 315 S.E.2d at 118. In *South Carolina Dept. of Transp. v. First Carolina Corp.* of S.C., 372 S.C. 295, 641 S.E.2d 903 (S.C. 2007) the court found that reading the verdict form in conjunction with the jury instructions, we find that any possible confusion or misapprehension caused by the verdict form was remedied by the instructions from the court.

The court charged the jury on comparative negligence. The Plaintiff does not recall any objection made at trial regarding the jury verdict form. In any event, Plaintiff finds no prejudice to the Defendant regarding this issue. The jury heard the evidence and the jury charges. Based on the evidence and the charges, the jury determined \$16,500.00 was a fair verdict even though the Plaintiff was asking for \$20,000.00.

D. VERDICT WAS UNDULY LIBERAL AND INFLUENCED BY IMPROPER EVIDENCE

Plaintiff references all the issues above regarding improper evidence. In addition, Plaintiff believes this jury was conservative in their verdict. Plaintiff asked this jury for a total verdict of \$20,000.00 and a verdict of \$16,500.00 was awarded.

RESPONSE TO DEFENDANT'S MOTION TO SET ASIDE THE VERDICT UNDER THE THIRTEENTH JUROR DOCTRINE.

"Compelling reasons must be given to justify invading the jury's province by granting a new trial nisi remittitur" *Proctor v. Dep't of Health & Envtl. Control*, 368 S.C. 279, 628 S.E. 2d

496, 518 (Ct. App.2006) In Curtis v.Blake 392 S.C. 494, 709 S.E.2d 79 (S.C.App. 2011) the jury award was almost 100 times the cost of the Plaintiff's medical treatment and lost wages there was no compelling reason that would justify the reduction of the damages award.

"The thirteenth juror doctrine is a vehicle by which the trial court may grant a new trial absolute when he finds the evidence does not justify the verdict." Folkens, 300 S.C. at 254, 387 S.E.2d at 287.

In this case, the jury heard the evidence from her family doctor that she was injured and that injury required physical therapy. The jury heard the evidence on the duration of her injury and how that injury effected her life during that time. There is evidence to justify the verdict and the Plaintiff asks that the court deny Defendant's motion.

Law Offices of William A. Green



Keith Robinson

Attorney for Plaintiffs

PO Box 70306

North Charleston, SC 29415

(843) 747-2455

North Charleston, South Carolina

11-23, 2011



Keith Robinson <keith@bill-green.com>

Busillo v. Chas County

2 messages

Chris Dorsel <chris@smllawfirm.com>**Mon, Oct 31, 2011 at 6:05 PM**

To: Keith Robinson <Keith@bill-green.com>

Cc: Meggan Grubb <meggan@bill-green.com>, lindsay@smllawfirm.com

Keith - attached is the property damage arbitration report. I believe I sent this to you in July. Below is the email I received from the adjuster advising that Plaintiffs property damage has been paid. I would think this would end any claim for actual property damage and the rental bill/loss of use.

****On 04/26/11, we paid Allstate \$4,184.70 regarding the PD Arbitration decision. This was \$3,677.89 regarding Property damage and \$506.81 regarding loss of use.**

Also, on Friday, I got the below email from Meggan, but it only came to my blackberry and I didn't see any attachments to it:

-----Original Message-----

> From: Meggan Grubb

> To: Chris Dorsel

> Subject: Busillo v. N. Chas

> Sent: Oct 28, 2011 3:02 PM

>

> Chris- Keith just wanted me to make sure that you had these. I assume that you do. It's the supplemental repair bill from Rick Hendrick and the rental bill. This makes the total PD damages \$6,034.70 (when you add in the depreciation from Frank Troy).

I see a reference to Frank Troy and I don't know who that is. Was he named in discovery or is there a report you have provided us from him?

Lastly, I have been told that an increased offer has been made - not sure of the exact amount. With such low property damage, low medical bills, and no punitive damages, I would think this case could be settled. What am I missing?

11/14/11

Law Offices of William A. Green Mall - Busillo v. Chas County

Please feel free to call me on my cell phone (696-0884) if you want to discuss any of this further and please let me know about Frank Troy.

Thanks,

Chris

 20110705164040575.pdf
99K

Keith Robinson <keith@bill-green.com>
To: Meggan Grubb <meggan@bill-green.com>

Thu, Nov 10, 2011 at 9:41 AM

[Quoted text hidden]

 20110705164040575.pdf
99K

Busillo, Ms. Kristin A.
Case #: 241830 (Charleston)

Case Type: AUTO ACC
Class: LIT

DOI: 8/16/2010
Assigned: KEITH

LIM Date: 8/15/2013
Date Opened: 8/23/2010

11/14/2011 08:31 AM

Page 1 of 1

Case Note - Page 107 of 169

Date: 06/22/2011 10:38 AM Staff: KEITH

Topic: CASE FACT

Meds \$2268 Plus \$1900 Deprciation Plus \$3238.50 repairs. total \$7406.05

Demand \$15,000.00

Busillo, Ms. Kristin A.
Case #: 241830 (Charleston)

Case Type: AUTO ACC
Class: LIT

DOI: 8/16/2010
Assigned: KEITH

LIM Date: 8/15/2013
Date Opened: 8/23/2010

11/14/2011 08:31 AM

Page 1 of 1

Case Note - Page 108 of 169

Date: 06/22/2011 02:57 PM Staff: KEITH

Topic: CASE FACT

Made demand of \$15,000 to Chris

LAW OFFICES OF WILLIAM A.
GREEN LLC

Charleston

(843) 747-2455

(888) 800-2455

November 23, 2011

Columbia

(803) 771-2455

(888) 599-2455

Charleston County Clerk of Court
Common Pleas
100 Broad Street
Suite 106
Charleston, SC 29401

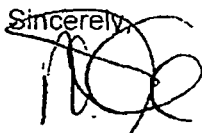
RE: Kristin A. Busillo v. City of North Charleston and Ryan K. Terrell
Case No.: 2010-CP-10-7677

Dear Sir or Madam:

Enclosed please find the Plaintiff's Memo in Response to Defendant's Post Trial Motions for the above-referenced matter along with one (1) copy of the same. Upon filing, please return the copy to me in the envelope provided herein.

If you have any questions, please contact me at (843) 266-6875.

Sincerely,



Meggan J. Grubb
Litigation Paralegal

CC: Chris Dorsel, Esq.

3511 Rivers Avenue • P.O. Box 70306 • N. Charleston, SC 29415 • Fax (843) 554-4496

2821 Millwood Avenue • P.O. Box 1698 • Columbia, SC 29202 • Fax (803) 771-2465

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

Thomas L. Hughston, Jr., Circuit Court Judge

Case No.: 2010-CP-10-7677

Kristin A. Busillo, ...Respondent,

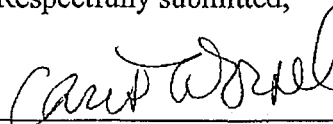
v.

City of North Charleston, ...Appellant.

NOTICE OF APPEAL

City of North Charleston, hereby appeals the jury's verdict in this matter, entered on November 7, 2011, and the December 13, 2011, Order of the Honorable Thomas L. Hughston denying Defendant's Post-Trial Motions. The Appellant received the Order denying Defendant's Post Trial Motion on December 14, 2011.

Respectfully submitted,



Christopher T. Dorsel
Senn Legal, LLC
P.O. Box 12279
Charleston, SC 29422
(843) 556-4045
Attorneys for the Appellant

Other Counsel of Record:
Keith Robinson, Esquire
Law Offices of William A. Green
P.O. Box 70306
Charleston, SC 29415
843-747-2455
Attorney for Respondent

RECEIVED

JAN 13 2012

SC Court of Appeals

1 (Whereupon, at 10:40 the following proceedings were
2 had.)

3 *THE COURT:* All right. I am looking over at those
4 Motions in Limine and both of them really have to do with
5 evidentiary rulings that y'all ought to know the rules
6 about. I don't know that they really require my making
7 any kind of pretrial ruling in regards to it and all. The
8 rules are pretty clear as far as evidence and so forth is
9 concerned, so I don't know. I am looking at the
10 Defendant's, any response you want to say to his Motion in
11 Limine? Did you look at it, Mr. Dorsel?

12 *MR. DORSEL:* You looking at the Plaintiff's motion?

13 *THE COURT:* Yeah.

14 *MR. DORSEL:* I don't have any problems with (A) and
15 (B) and I don't intend to bring that kind of stuff up.
16 (C) is what I have an issue with?

17 *THE COURT:* (A, (B), let's see what (C) is. (C)---

18 *MR. ROBINSON:* And, I can give you just a little
19 background.

20 *THE COURT:* Wait a minute, I am reading it. So,
21 wait a minute.

22 *MR. DORSEL:* No, problem.

23 *THE COURT:* I don't know what -- what do you want
24 to -- this has to do with property damage and all, so what
25 do you want to do? What are you intending to do with it?

1 MR. ROBINSON: Correct, Your Honor. I think it's
2 difficult for the jury for what happened, it's unique that
3 we filed suit for the property damage and what happened
4 behind the scene without our knowledge is they went to the
5 arbitration panel and lost. They paid the repair bill and
6 the rental bill, but we still have a depreciation claim.
7 I think it's confusing to the jury if we break that up and
8 try to explain to them that that's---

9 THE COURT: I guess one way to do it is that you
10 can introduce it all and everything assuming you got
11 evidence and I'll let you put in whatever figures you got,
12 you got some basis to put in and all, and then you will be
13 entitled to deduct from that whatever has been paid.

14 MR. ROBINSON: And, that's what we have suggested,
15 Your Honor.

16 MR. DORSEL: And, Your Honor, I feel that would
17 prejudice us. And the reason is, what the Plaintiff wants
18 to do is put in the decision of a completely and entirely
19 different panel that uses different rules and
20 everything---

21 THE COURT: No, they don't want to put that in.
22 You're not going to put that in?

23 MR. ROBINSON: We'll leave that out.

24 THE COURT: Yeah.

25 MR. DORSEL: But, what he wants to say is she has

1 already been paid \$4,000 for property damage which is kind
2 of like saying, they've already admitted they are at least
3 partially at fault.

4 *THE COURT:* Well, we're not going to put that in?
5 They are not going to say that.

6 *MR. DORSEL:* Well, that's what I'm wondering? I
7 mean, it seems---

8 *THE COURT:* They can put in \$5,000 damages to the
9 car, and \$1,000 depreciation, and \$500 loss of use, I'm
10 just throwing some figures out and everything, you know,
11 but what it all -- I guess -- and under -- and unless we
12 actually ask the jury how much -- divide their verdict by
13 that, I don't know. I don't know. The only way to have a
14 clear answer would be to ask them to give us an exact
15 answer in terms of a verdict that included those amounts
16 somehow or another. But, anyway but what I would say, is
17 that the only thing she has been paid for?

18 *MR. ROBINSON:* Correct, Your Honor.

19 *MR. DORSEL:* And our position is she has already
20 been paid for it, it's not a proper element of damages---

21 *THE COURT:* Well, I understand your position. But,
22 I don't think the fact that her insurance company paid her
23 something, and they went to arbitration and arbitration
24 came up with it, I don't know that she is bound by that?

25 *MR. DORSEL:* Well, but she has already been paid

1 and made whole by it.

2 *THE COURT:* Well, I don't know that she has.

3 *MR. DORSEL:* Well---

4 *THE COURT:* He just said that she hasn't. I mean,
5 if somebody else decided that that's what they paid her
6 and she may be contractually bound. But, it set that
7 amount for them, but not to your client.

8 *MR. DORSEL:* And our position is, it's like the
9 Plaintiff asking for loss wages and they want to put in
10 the Worker's Compensation Commission's decision. It's
11 clearly not relevant---

12 *THE COURT:* They don't want to put it in. They are
13 not going to put it in. They are not going to put that
14 in.

15 *MR. DORSEL:* But, it would lead to jury confusion
16 to say well, the property damages are \$4,000 award that,
17 don't award it, but we also want depreciation and it's
18 just going to confuse the jury. And, you made a good
19 point at the end, what do we do? Do we automatically get
20 a setoff of the \$4,100? I don't see why Plaintiff can't
21 argue this, with just arguing what depreciation is without
22 having to go into what the property damage is?

23 *THE COURT:* I don't know either. What are you
24 going to claim the property damage is?

25 *MR. ROBINSON:* Your Honor, we were going to put the

1 bill in that it took to repair the car, the bill for the
2 rental, and we were going to have a witness for the
3 depreciation for how much it depreciated the vehicle. I
4 think they are entitled to a setoff---

5 *THE COURT:* All right. Let me see what that is
6 factually and we see what we are actually talking about,
7 okay. So, the repairs is how much?

8 *MR. ROBINSON:* Oh, let me get it, Your Honor, I'm
9 sorry? Repairs was \$3,777.89. The rental vehicle was
10 \$506.81.

11 *THE COURT:* Five hundred and six, eight-one
12 (\$506.81).

13 *MR. ROBINSON:* And, then we have -- we are going to
14 make a depreciation claim of \$1,850.

15 *THE COURT:* All right, so what did the insurance
16 company pay her?

17 *MR. ROBINSON:* Four thousand, one hundred---

18 *THE COURT:* Wait a minute. Four thousand, one
19 hundred, even?

20 *MR. ROBINSON:* No, \$4,184.70.

21 *THE COURT:* All right. Do we know whether -- how
22 they came up with that?

23 *MR. ROBINSON:* Yeah, \$3,677.89 regarding property
24 damage---

25 *THE COURT:* So, that's just \$100 less, do we know

1 why---

2 MR. ROBINSON: And, \$506---

3 THE COURT: ---do you know of any actual rational
4 reason why it was \$100 less or---

5 MR. ROBINSON: ---no, Judge---

6 THE COURT: ---deductible or something---

7 MR. ROBINSON: ---the arbitration decision laid out
8 the---

9 THE COURT: What?

10 MR. ROBINSON: The arbitration decision, the panel
11 what they decided was that amount \$4,184.70. I don't know
12 why they split it up that way and why they---

13 THE COURT: Can you tell me what they did,
14 \$3,677.89 damage, property damage?

15 MR. ROBINSON: Correct.

16 THE COURT: And, then what else?

17 MR. ROBINSON: Loss of use for the rental bill of
18 \$506.81.

19 THE COURT: That's the same amount there.

20 MR. DORSEL: And, that's what I'm saying, it's
21 already been paid. What they want to do is introduce it
22 again and it's our position to show liability.

23 THE COURT: Well, anyway -- but, it still leaves
24 \$100 less for repairs and depreciation.

25 MR. DORSEL: Well, and I think I can have my client

1 agree to add \$100 to the verdict to keep this out---

2 *THE COURT:* But, anyway I am going to let them
3 prove it and we'll see how we deal with it.

4 *MR. DORSEL:* Well, let me ask on specific question.

5 *THE COURT:* All right.

6 *MR. DORSEL:* I don't understand why the rental bill
7 is necessary? If they are saying they need---

8 *THE COURT:* Loss of use is what it is.

9 *MR. DORSEL:* Right.

10 *MR. ROBINSON:* Correct.

11 *MR. DORSEL:* But, if they are saying they need
12 these bills in because of -- to prove depreciation, the
13 rental bill is not relevant.

14 *THE COURT:* Well, I know it's not depreciation, but
15 she is entitled to be paid for the rent for the loss of
16 use. But, I don't know if she has already been paid for
17 it so we are going to deduct that so generally she is not
18 going to get paid twice. All right, in other words, let's
19 figure out how to make sure that she isn't going to get
20 paid twice.

21 *MR. DORSEL:* Thank you, Your Honor.

22 *THE COURT:* All right, so let's -- so I am going to
23 let him prove all of that and we will see how we handle
24 that next. So, then what about the Defendant's motion?
25 Anything you got a problem with anything he is asking

1 about that? You are going to be able to -- I am going to
2 allow your people to testify about facts. That's what
3 they can testify to, not conclusions. That's basically
4 what I was saying in regards to all of this stuff. They
5 can testify about facts, but not conclusions. So, try to
6 tell them that and try to keep them away from trying to
7 give conclusions about who is at fault or anything like
8 that.

9 MR. ROBINSON: Sure, can I -- if I may approach,
10 can I show you the documents that are in question?

11 THE COURT: Sure.

12 MR. ROBINSON: That way you can at least have them?

13 THE COURT: Documents, I don't think -- no accident
14 reports or nothing like that is going to come in.

15 MR. ROBINSON: No, sir, these are -- I got them to
16 admit, there are a request to admit, these are business
17 records kept by the City in the regular course of
18 business.

19 THE COURT: Yeah.

20 MR. ROBINSON: In their investigations they state
21 facts and they also state that their own investigation
22 found that this officer was at fault for this collusion
23 which I believe is an admission by a party opponent which
24 can come in because that is the City stating that their
25 own investigation found that he was at fault. But, now

1 they come into this courtroom saying that they are not at
2 fault.

3 *THE COURT:* Well, I am sure you don't agree with
4 that. But anyway that is an admission by a party
5 opponent, I don't know.

6 *MR. DORSEL:* Your Honor, all of this -- these
7 reports and everything I agree with you saying that he can
8 testify to facts. All of these reports he's talking about
9 are an internal investigation that is completed by the
10 Police Department after every accident. It is all -- all
11 of these documents, all of these opinions are based on
12 hearsay---

13 *THE COURT:* Hold on a second. The business record
14 exception -- the business record exception is rather
15 narrow actually rather than being very broad. I don't
16 know what they have done in terms of admissions, but the
17 business records are really again observations and
18 recordings of specific facts. It's usually when you get
19 right down to it, it's what you can measure in all of this
20 that has been recorded in some type of business record.
21 The temperature was 72 degrees. It was 6 feet between
22 these points. It was sunny today and so forth and so on.
23 You know, the business records really is supposed
24 to deal with those types of things and I don't know what
25 in those things would qualify as a business records under

1 that definition. But, that's really what the business
2 records are, is what you observe the recordings in the
3 regular course of business. So, I don't know that anyone
4 of those things would ever qualify for the business
5 records.

6 MR. DORSEL: In addition, we have raised the
7 argument that it is a subsequent remedial measure. You
8 know, what the case law says is---

9 THE COURT: Well, I'll deal with it, but anyway I
10 am just telling you what my first impression is about
11 documents like that.

12 MR. ROBINSON: Sure. We will cross that bridge
13 when we get there.

14 THE COURT: All right. But, before you go to try
15 to introduce any of that stuff, you let me know and we
16 will take up nonjury and I'll rule on it.

17 MR. ROBINSON: Absolutely. Thank you, Your Honor.

18 MR. DORSEL: Thank you. The only question I have
19 is, he is trying to call Captain Kenneth Hagge who
20 completed the internal investigation who wrote a report, I
21 don't think this witness---

22 THE COURT: Well, he may not after I said what I
23 have said, so we'll see.

24 MR. ROBINSON: I don't know yet.

25 THE COURT: Anyway, he may call it and we'll take

1 it up nonjury.

2 MR. DORSEL: The only last thing we have is our
3 second Motion in Limine is to exclude any testimony of
4 Frank Troy.

5 THE COURT: Who was that?

6 MR. DORSEL: He was never listed in discovery---

7 THE COURT: Oh, this is the depreciation guy?

8 MR. DORSEL: Yeah, a fact witness or an expert
9 witness---

10 THE COURT: All right, that's not too bad. I will
11 probably let him do that.

12 MR. ROBINSON: All right. Thank you, Your Honor.

13 THE COURT: It's not too bad. Less than 2,000.

14 All right. I'll probably let him do that.

15 MR. ROBINSON: All right. Thank you.

16 THE COURT: Let's just see how nimble you are on
17 your feet.

18 MR. DORSEL: Very good, Your Honor. Well, you
19 know, I still just -- I just want to make sure I'm clear.
20 Are we going to take the deduction of the amount paid of
21 \$4,184 from any---

22 THE COURT: Somehow or another. I don't know,
23 somehow or another. I don't know how we are going to deal
24 with that. I'll think about that between now and the time
25 we submit it to the jury. I might ask them to give us a

1 figure exactly, you know, repairs, rent, and depreciation
2 and those are the three things. I may -- I don't like to
3 ask juries to many questions, but I may have to do it in
4 this case. How much is your total verdict is represented
5 by repair bill? How much is represented by loss of use?
6 And, how much is represented by depreciation? Since we
7 got all this to deal with, this is getting to be a very
8 complicated case over what we -- over -- it's \$6,000 or
9 thereabout---

10 MR. DORSEL: ---our settlement offer---

11 THE COURT: ---anyway that's what we're here for.
12 All right. Do you have anything else?

13 MR. ROBINSON: Can I have a brief restroom break
14 before we get started?

15 THE COURT: Sure go ahead. Now, y'all go ahead.
16 Anybody needs to refresh, go ahead and do it right quick.

17 (Whereupon, there was a brief break.)

18 THE COURT: So, what else have we got? What else
19 are you down to beside that \$4,184.70?

20 MR. ROBINSON: She went to her family doctor and
21 did some physical therapy for a total---

22 THE COURT: Medical, okay. Her medical is how
23 much?

24 MR. ROBINSON: The total amount is \$1,793.

25 COURT REPORTER: Ninety-three or sixty three?

1 MR. ROBINSON: Ninety-three.

2 THE COURT: It's ninety-three?

3 MR. DORSEL: And, Your Honor, this is what our real
4 objection is, you know, this is a case about \$1,700 in
5 medical bills and now we are making it into a case of \$78
6 thousand -- \$7,800 in damages.

7 THE COURT: Well, you're going to get your
8 deduction. What was the physical injuries?

9 MR. ROBINSON: Headaches, neck and back. She went
10 to the family doctor and had physical therapy.

11 THE COURT: Are y'all ready to bring the jury in?
12 Anybody want to say anything else? Bring the jury in.

13 (Whereupon, the jury entered the courtroom at 11:34
14 a.m.)

15 THE COURT: Scott McCutcheon, which one is he? Has
16 he come in yet? Which one is Scott McCutcheon, is that
17 you?

18 MR. McCUTCHEON: Yes.

19 THE COURT: All right. Stand right there. Y'all
20 go ahead. Leave that first seat vacant if you would and
21 take that one down. But, leave that first seat vacant.
22 Mr. McCutcheon, I am going to ask you to serve as foreman
23 of the jury. If you would occupy that first seat there.
24 That's the seat we reserve for the foreman and than the
25 alternate juror is Morrison, that's the seat that we

1 DIRECT EXAMINATION BY MR. ROBINSON:

2 Q Ms. Busillo, the first thing I am going to do is just
3 go over your background with you just so the jury can get
4 to know you a little bit. I'll try to be brief on that.
5 Where do you currently live?

6 A In Mt. Pleasant.

7 Q And, how long have you lived over in Mt. Pleasant?

8 A About six years now.

9 Q And, where do you work now?

10 A At Boeing.

11 Q At Boeing. How long have you been at Boeing?

12 A Three years.

13 Q Can you tell us a little bit about what you do there?

14 A I am a Supply Chain Management Analyst. I do
15 purchasing of parts.

16 Q You do what?

17 A Purchasing of parts, material.

18 Q And, are you married?

19 A No, I'm single.

20 Q I am going to go ahead and turn to how the collision
21 happened in this case. If you can pull up that. If you
22 stand up for me and show the jury where you came out of
23 and where you pulled into and just what happened?

24 (Whereupon the witness stepped down from the
25 witness stand.)

1 By Mr. Robinson:

2 A Okay, so I was coming out of the Boeing entrance
3 here. I turned left onto South Aviation. I established
4 my vehicle here in this lane. I was traveling this way.
5 At about right here, I would say there was an officer, a
6 police vehicle parked off on the side, off the shoulder.
7 As I was passing, he pulled out and collided to my
8 passenger side vehicle.

9 Q All right. Thank you. You may have a seat.

10 (Whereupon the witness returned to the witness
11 seat.)

12 By Mr. Robinson:

13 Q They did talk about in opening, what was going on
14 inside of your vehicle? Did you have a passenger in the
15 vehicle?

16 A Yes.

17 Q Was that just a friend of yours or...

18 A A friend and co-worker.

19 Q Okay. Did you have the radio on?

20 A The radio was on.

21 Q Were you smoking a cigarette at the time?

22 A I was.

23 Q Were you lighting the cigarette?

24 A No, it was already lit.

25 Q When did you light the cigarette?

1 A I believe at that stop sign before I pulled out.

2 Q And, you had fully entered that lane of traffic?

3 A Yes, sir.

4 Q Now, were you injured in this collision?

5 A Yes.

6 Q Okay. Tell us a little bit about those injuries and
7 how that began? When did you start feeling pain?

8 A The night of the accident, I started getting
9 headaches, having trouble sleeping, I had some neck pain
10 and some upper back pain.

11 Q And, what did you do about it?

12 A I went to my family doctor, I believe, two days later
13 after the accident.

14 Q Is this your normal family physician that you go to?

15 A Yes.

16 Q And, what did he recommend for you?

17 A Physical therapy.

18 Q Now, obviously we saw the pictures. You also have
19 property damage that is done to your vehicle, is that
20 correct?

21 A Yes.

22 MR. ROBINSON: If I may approach, Your Honor.

23 THE COURT: Go ahead.

24 By Mr. Robinson:

25 Q What I am handing you is Plaintiff's Exhibit 1. If

1 you can look at the top of that exhibit and make sure that
2 is a correct summary of your medical expenses and your
3 property damage?

4 A Yes, it looks correct.

5 Q All right. Thank you. And, if you can flip through
6 -- are those the medical expenses that you incurred?

7 A Yes.

8 MR. ROBINSON: Give me one moment. I just need to
9 have one moment, Your Honor, I'm sorry.

10 THE COURT: All right.

11 By Mr. Robinson:

12 Q Now, if you will flip to the back of that packet.
13 There are pictures on the back of that packet. Are those
14 the --- do those fairly accurately depict the damage that
15 was done to your vehicle and to the police officer's
16 vehicle?

17 A Yes, sir.

18 Q Okay. Now, how long did it take you to complete the
19 physical therapy that you had?

20 A About two months.

21 Q And, did that physical therapy help you?

22 A Yes.

23 Q Were you able to work during that time?

24 A I was, yes.

25 Q So, you have no loss wages?

1 A No.

2 Q What kind of things did it enable you to do? I
3 believe you mentioned you had trouble sleeping?

4 A I did.

5 Q Anything else during the day that you -- it appeared
6 you had trouble with?

7 A I think I had gotten a little cramps at time more so
8 than usual.

9 Q All right. And, you would---

10 A ---cramps---

11 Q Very well. And, you had completed treatment two
12 months and you had not had any trouble since then, is that
13 correct?

14 MR. ROBINSON: One moment. If I may approached.
15 If I can have these marked as Plaintiff's 2.

16 THE COURT: Do you want to introduce Plaintiff's
17 Exhibit 1?

18 MR. ROBINSON: Yes, Your Honor.

19 THE COURT: Any objection?

20 MR. DORSEL: May I see it?

21 MR. ROBINSON: This is the one I showed you before.

22 THE COURT: It's a summary of expenses and photos,
23 I believe.

24 MR. DORSEL: Your Honor, I am going to have an
25 objection to the appraisal report.

1 MR. ROBINSON: Your Honor, we can pull that out,
2 the appraisal.

3 THE COURT: All right. Pull it out.

4 MR. DORSEL: And, Your Honor, also we do have an
5 objection which were covered before trial with regarding
6 the property damage issues.

7 THE COURT: All right. I will overrule your
8 objection. I will allow that.

9 MR. DORSEL: Yes, Your Honor.

10 (WHEREUPON, Plaintiff's Exhibit No. 1 was marked
11 for identification and received into evidence.)

12 MR. ROBINSON: Your Honor, may I approach the
13 witness?

14 THE COURT: Go ahead.

15 By Mr. Robinson:

16 Q This is Plaintiff's Exhibit 2, this is -- if you can
17 take a look at that for me? Is that a repair bill and the
18 rental bill that you incurred due to the collusion?

19 A Yes, sir.

20 MR. ROBINSON: Your Honor, it is my understanding
21 without objection entered into evidence.

22 THE COURT: Any objection to No. 2?

23 MR. DORSEL: Yes, Your Honor. Foundation, hearsay.

24 THE COURT: All right. Well, I'm going to allow
25 it. So one and two with that deletion are in evidence

1 over objection.

2 (WHEREUPON, Plaintiff's Exhibit No. 2 was marked
3 for identification and received into evidence.)

4 By Mr. Robinson:

5 Q And for the record, I am handing you back Plaintiff's
6 Exhibit 1, what is the total amount of your property
7 damages that you have incurred?

8 A Six thousand, thirty-four dollars and seventy
9 (\$6,034.70).

10 Q And, what is the total amount of medical expenses---

11 THE COURT: Six thousand, thirty-four, by one
12 thirty-four? Is that what you said?

13 By Mr. Robinson:

14 Q If you can read that into the record?

15 A Six thousand, thirty-four dollars and seventy cent
16 (\$6,034.70).

17 THE COURT: Thirty four, all right, \$6,034.70?

18 THE WITNESS: Yes, sir.

19 By Mr. Robinson:

20 Q And, what is the total amount of the medical expenses
21 that you feel you've incurred due to this?

22 A One thousand, seven hundred and ninety-three
23 dollars,) (\$1,793).

24 MR. ROBINSON: Thank you I have no further
25 questions at this time, Your Honor.

1 THE COURT: All right. Cross examination.

2 CROSS-EXAMINATION BY MR. DORSEL:

3 Q Boeing is smoke free, correct?

4 A Yes, sir.

5 Q Which means you can't smoke on any of the property or
6 any of the grounds?.

7 A Correct.

8 Q That includes all the way up to the stop sign,
9 correct?

10 A Yes, sir.

11 Q And, in order to be in compliance with Boeing's
12 rules, you have to pull out onto South Aviation at the
13 time of this accident, before you can light a cigarette,
14 correct?

15 A Right.

16 Q Now, on this particular day, you were going on your
17 morning break?

18 A Yes.

19 Q It was only a fifteen (15) minute break?

20 A Yes.

21 Q You were going to smoke cigarettes and go to the
22 Kangaroo Gas Station?

23 A Yes.

24 Q And, you smoked during each fifteen (15) minutes
25 break, correct?

- 1 A Yes.
- 2 Q Now, you are in your car which is a -- what type car
- 3 is it?
- 4 A It's a '04 BMW.
- 5 Q Is it a convertible?
- 6 A Yes, sir.
- 7 Q All right. The top was not down?
- 8 A No.
- 9 Q Lynn Snell was your passenger?
- 10 A Yes.
- 11 Q So you drive down to the driveway on Boeing, you stop
- 12 at the stop sign?
- 13 A Yes.
- 14 Q You turn left onto South Aviation?
- 15 A Yes.
- 16 Q And, the accident happened about fifty (50) to one
- 17 hundred (100) yards away?
- 18 A Right around a hundred (100) I would say.
- 19 Q At the time of the accident, you were going twenty
- 20 (20) or twenty-five (25) miles per hour?
- 21 A Around there, yes.
- 22 Q You don't remember seeing Officer Terrell's big old
- 23 flashing blue lights on?
- 24 A I don't recall if they were on or not.
- 25 Q Okay. But, you don't dispute that they were on?

- 1 A No.
- 2 Q Okay. And, you don't slow down as you see this
- 3 police car parked on the side of the road and blue lights
- 4 on?
- 5 A No, I wasn't going fast to begin with. Number two,
- 6 they are always park on the side there for traffic
- 7 control.
- 8 Q And, number three you don't remember if those blue
- 9 lights were even on?
- 10 A No, I don't.
- 11 Q Okay. And, just to be clear, you were smoking a
- 12 cigarette at the time of the accident?
- 13 A Yes.
- 14 Q And, Officer Terrell you believe he was going less
- 15 than five miles per hour, correct?
- 16 A Probably, I didn't know he was moving.
- 17 Q And -- because you never saw his car until the
- 18 accident happened, correct?
- 19 A I knew his vehicle was on the side of the road.
- 20 Q But, he had to be going less than five miles per hour
- 21 with him taking his foot off the breaks?
- 22 A Correct, to pull out, yes.
- 23 Q And, the car stopped right where the accident
- 24 occurred, correct?
- 25 A My car?

- 1 Q Both cars?
- 2 A It was probably pushed a little bit.
- 3 Q Okay. But, your car didn't go flying off the
- 4 roadway?
- 5 A No.
- 6 Q It didn't hit any other vehicles?
- 7 A No.
- 8 Q And, in fact, you stopped right in the median if I
- 9 can get Exhibit -- here we go -- that is where your car
- 10 stopped, correct?
- 11 A It looks like it, yes.
- 12 Q Okay. So, your car did stop in the actual median,
- 13 correct? Is that correct?
- 14 A Yes.
- 15 Q And, Officer Terrell you said he had to be going five
- 16 miles an hour or less, correct?
- 17 A Correct.
- 18 Q And, so it's your testimony that going five miles per
- 19 hour or less pushed you all the way into the median?
- 20 A It looks like it, yes.
- 21 Q By any chance you were in the median before the
- 22 accident happened?
- 23 A No, sir.
- 24 Q All right. Now, it wasn't a huge accident, was it?
- 25 A No.

- 1 Q No air bags?
- 2 A No.
- 3 Q No broken glass?
- 4 A No.
- 5 Q No cuts or abrasions?
- 6 A No.
- 7 Q The body didn't strike anything in the vehicle?
- 8 A No.
- 9 Q Okay. You didn't even drop your cigarette, did you?
- 10 A Correct.
- 11 Q So, you were able to take off your seat belt?
- 12 A Yes.
- 13 Q You were able to get out of the car?
- 14 A Yes.
- 15 Q Able to walk around?
- 16 A Yes.
- 17 Q And when Lynn Snell, your passenger, asked you if you
- 18 were okay and you said that you were fine?
- 19 A Correct.
- 20 Q Caroline Davenport(sp) one of your co-workers come up
- 21 and asked you if you were okay and you said that you were
- 22 fine?
- 23 A Correct.
- 24 Q Eva Eden(sp) one of your co-workers came up and asked
- 25 if you were all right and you said that you were fine?

- 1 A Yes.
- 2 Q The North Charleston Police Officers who were there
- 3 asked if you were okay and you said that you were?
- 4 A Correct.
- 5 Q The highway patrolmen who investigated the accident
- 6 asked if you were okay and you said that you were fine?
- 7 A Yes.
- 8 Q No ambulance came to the scene?
- 9 A No.
- 10 Q Didn't go to the hospital after that?
- 11 A No.
- 12 Q In fact, you never went to any kind of emergency room
- 13 or urgent care facility, correct?
- 14 A Not that day, no.
- 15 Q You drove back to work?
- 16 A Yes.
- 17 Q You worked a full day?
- 18 A Yes.
- 19 Q You had your normal routine that night?
- 20 A Yes.
- 21 Q You worked the next day?
- 22 A Correct.
- 23 Q Okay. And, on the day of this accident, you went to
- 24 your family doctor two days after the accident, correct?
- 25 A Yes.

- 1 Q And, he checked you out?
- 2 A Yes.
- 3 Q Didn't take any X-rays or anything like that?
- 4 A I don't believe so, no.
- 5 Q Didn't say that you needed to go to the hospital or
- 6 need to admit you anywhere else?
- 7 A No.
- 8 Q He said maybe physical therapy would be good for you?
- 9 A Yes.
- 10 Q All right. And, you didn't start physical therapy
- 11 that day or the next day, right?
- 12 A I can't remember if I started then.
- 13 Q I think the records show you started about six days
- 14 later?
- 15 A Okay.
- 16 Q Is that fair?
- 17 A That seems about right.
- 18 Q Okay. And, you did physical therapy for about a
- 19 month and a half to two months, correct?
- 20 A Yes.
- 21 Q And, your last visit I have is October 12, 2010?
- 22 A Yes.
- 23 Q After that visit, you didn't go back to see Dr.
- 24 Feely, correct?
- 25 A No.

1 Q In fact, you never went back to see Dr. Feely,
2 correct?

3 A No.

4 Q I take that back. You went to go see him on August
5 27th, (11) eleven days after this accident. Is that
6 correct?

7 A Yes.

8 Q And, you didn't mention anything about this accident?

9 A To my doctor?

10 Q Correct.

11 A I believe I did. That's the only reason why I ever
12 went.

13 Q Well, we heard from him yesterday, but he had said
14 that you only treated with him once for the accident and
15 injuries from this accident and I believe that's what you
16 said in your deposition, too. That August 27th visit was
17 for a viral illness, isn't that right?

18 A If that's -- I don't remember why I went to that.

19 Q Okay. You also didn't go back to any physical
20 therapy after October 12th, correct?

21 A Correct.

22 Q No doctors -- you haven't been to any doctors or
23 sought any medical treatment from injuries from this
24 accident since October 12, 2010, correct?

25 A Correct.

1 Q And, you have had no problems from this accident
2 after October 12, 2010?

3 A Correct.

4 Q And, these repair bills that you're talking about, no
5 one is going to come to testify as to the actual amount of
6 repairs today, correct?

7 A Correct.

8 MR. DORSEL: Nothing further, thank you.

9 THE COURT: Anything on redirect?

10 MR. ROBINSON: Just briefly, Your Honor.

11 REDIRECT EXAMINATION BY MR. ROBINSON:

12 Q The damages to clarify for the record at the time of
13 the collusion, your vehicle was full and running and
14 traveling?

15 A Yes, sir.

16 Q Your testimony is that you were pushed over into the
17 median area, correct?

18 A Correct.

19 MR. ROBINSON: Your Honor, if I may approach?

20 THE COURT: Sure.

21 MR. ROBINSON: I would like to publish Plaintiff's
22 Exhibit No. 1 to the jury briefly? Any objection?

23 MR. DORSEL: Yeah, I do object---

24 THE COURT: Let me say this, anything that has been
25 introduced into evidence, physical pieces of paper,

1 pictures, or whatever and all, the lawyers are authorized
2 to pass it around out here, that's fine they can do that.
3 You will have it with you in the jury room at the end of
4 the case when you consider your verdict. So, you might
5 bear that in mind as you decide how much time you spent
6 looking at it now.

7 MR. DORSEL: Thank you, Your Honor.

8 THE COURT: Okay. We are not going to wait---

9 MR. ROBINSON: Absolutely, Your Honor.

10 THE COURT: Okay. Are you through with her?

11 MR. ROBINSON: Yes, Your Honor.

12 THE COURT: You can step down and return to your
13 place in the courtroom. Call your next witness.

14 MR. ROBINSON: Thank you, Your Honor. May we
15 approach?

16 (Whereupon, there was a bench conference.)

17 MR. ROBINSON: By way of deposition, Your Honor, at
18 this time we call Corporal James Cardona.

19 THE COURT: All right. And, you are going to have
20 her play the part of the Corporal?

21 MR. ROBINSON: Correct, Your Honor.

22 THE COURT: All right. Come on up. Members of the
23 jury panel, what this is about once a lawsuit is filed the
24 parties can do what's called take a deposition of someone.
25 That just means that the lawyers get together, they got

1 as follows:

2 DIRECT EXAMINATION by Mr. Dresser:

3 Q Can you state your full name for the record?

4 A Corporal Jamie A. Cordona, South Carolina Highway
5 Patrol.

6 Q My name is Scott Dresser and I am here for Keith
7 Robinson and we represent the Plaintiff in this action.
8 We are here because of an accident that occurred it looks
9 like on August 16, 2010. Is it my understanding you
10 investigated that accident? Is that your understanding as
11 well?

12 A Yes.

13 Q Before we get started, why don't we just go ahead and
14 give me your background and your position with the Highway
15 Patrol and how long you have been with them?

16 A I have been with the Highway Patrol for eight years
17 and eight months. I currently work at the headquarters
18 building in Blythewood, South Carolina in the Employment
19 Recruiting and Training Office. Prior to working in the
20 Employment and Recruiting and Training Office, I was a
21 road trooper in Troupe Six down here in the Charleston
22 area for about seven in a half years where my primary
23 duties were investigating collusions and traffic law
24 enforcement.

25 Q How long have you been investigating collusions?

1 A Since 2003.

2 Q We briefly met before the deposition. It is my
3 understanding you're not a certified accident
4 reconstructionist?

5 A That is correct. There is several levels to accident
6 reconstruction. I am only on the first levels.

7 Q How many levels before you're certified?

8 A There is three or four. I'm not exactly sure.

9 Q You at least started the process?

10 A All troopers have to start the process.

11 Q Okay. Do you know when you're moving to Lexington?

12 A I'm already in Lexington and basically just living in
13 both places.

14 Q I understand. Tell me what is involved in
15 investigating an accident?

16 A I would tell you every accident is different. But,
17 the basic necessities of each one are finding out what
18 happened? Finding out if there is any injuries,
19 collecting evidence, taking statements, using your
20 experience, using your knowledge through training,
21 observing the vehicle damage, roadway services, time of
22 day. Everyone would be different. Injuries, no injuries,
23 cars, and pedestrians.

24 Q Going back to the date of this accident, this
25 accident in particular do you recall the accident?

1 A I have some recollection of it. But, I do have a
2 copy of the accident report here in front of me.

3 Q What do you remember in terms of the accident?

4 A I remember that there was two vehicles that went --
5 one vehicle was occupied by two females, I believe. The
6 other vehicle was marked City of North Charleston Police
7 Officer.

8 Q Do you know when you were called to the scene?

9 A I was notified according to the accident at 8:14 in
10 the morning.

11 Q And, what did you observe when you arrived at the
12 scene to the best of your memory?

13 A I don't remember exactly what I observed when I
14 arrived at the scene. I couldn't tell you exactly. I
15 don't remember if the cars were still in the spot or if
16 they had been moved. I don't have any recollection.

17 Q Refer to your accident report that you've got in
18 front of you. What is your understanding in terms of what
19 happened at the accident?

20 A According to the statement that I wrote, it looks
21 like unit one which is a vehicle, a BMW driven by a person
22 with the last name of Busillo was driving west bound on
23 secondary 1342. Unit two which the driver's last name was
24 Terrell was driving a City of North Charleston Police car
25 was on the shoulder of secondary 1342.

1 Q You have got here that our client, Kristen, was
2 traveling approximately twenty-five (25) miles per hour?

3 A Correct, that's what the report says.

4 Q Do you know what you used to base that amount of
5 speed?

6 A I don't know what was used that particular day. But,
7 from my training and experience, usually you use the
8 actual speed limit on the road, the moderate level of the
9 traffic at the time of the statement, a statement from the
10 driver itself, a statement from the other vehicle itself,
11 a statement from the passengers and basically just the
12 speed in which it is a possibility that traffic could
13 travel that road during that time of day.

14 Q Would you have talked to both drivers?

15 A Yes.

16 Q At the time you investigated the accident?

17 A Yes.

18 Q Looking at the accident report in front of you, you
19 indicated a point of impact is in the lane of travel?

20 A Yes, correct, excuse me.

21 Q What do you base in terms of where the impact
22 occurred?

23 A Normally you would base that differently for every
24 collusion. On this one, it would have been based on any
25 debris left on the roadway, the position and damage of

1 each vehicle, the final resting spot where the vehicle
2 were when I arrived.

3 Q Okay.

4 A Lastly the witness' statement and driver's
5 statements, physical evidence first.

6 Q Is it fair to say that if you show the impact in the
7 lane of travel, that there would have been debris there to
8 confirm that?

9 A I think that is fair say, but I can't 100 percent
10 tell you there was debris or there wasn't. You can have a
11 major collusion with no debris and you can have a minor
12 collusion with tons debris. I really have no recollection
13 of any type of debris left on the roadway.

14 Q In your experiences of investigating accidents, would
15 you expect the vehicle after impact to continue moving
16 away from the impact at the point of impact?

17 A Yes, it's very rare that they collide and both hit
18 the breaks and stop right at the instant unless it's a
19 collusion where the energies meet opposing forces and it
20 forces them to stop.

21 Q So, if her vehicle was found a little bit further
22 down and to the left after the collusion, that would not
23 have surprised you?

24 A No, not for the roadway with the speed limit of less
25 -- speed limit of thirty-five (35) miles per hour.

1 Q I am going to show you what has been marked as
2 Exhibit No. 1, this is an aerial photograph of the
3 accident scene to the best of my knowledge. Does that
4 look like the area where the accident occurred to the best
5 of your knowledge?

6 A Yes, up here towards the median it gets narrow again
7 with no widening.

8 Q Now, it is my understanding that the Officer and the
9 Defendant in this case has stated that the Officer had
10 actually got into the roadway, was traveling down the
11 roadway, that her car was traveling upon the median while
12 an officer had the blue lights on. The officer made a
13 u-turn and that's where the collision occurred. To the
14 best of your memory, did either party explain the accident
15 to occur that way?

16 A No.

17 Q Do you believe -- would you believe that you have --
18 been something important if the officer had witnesses the
19 accident occurring that way? That he would have explained
20 to you how the accident happened in those regards?

21 A If that had been the case for the officer operating
22 the emergency equipment which I can't speak for the City
23 of Charleston Department.

24 Q Yes, sir. You said it would have been a different
25 set of circumstances, can you elaborate a little bit more

1 on that?

2 A When an emergency vehicle is traveling on a roadway,
3 South Carolina law says that all vehicles must yield to
4 that emergency vehicle.

5 Q Yes, sir.

6 A So, if a policeman is chasing somebody trying to turn
7 left, trying to turn right, lights and siren, you have a
8 duty to either slow or stop and allow that emergency
9 vehicle to finish doing what it is supposed to be doing.
10 So, if the vehicle is trying to pause an emergency vehicle
11 in an emergency mode, then obviously the contributing
12 factors would greatly change.

13 Q To the best of your memory, did he describe the
14 accident happening that way?

15 A No, I do not remember that at all.

16 Q Is that something that you think you would have
17 remembered?

18 A I would hope so, yes. If there was mention of lights
19 or siren or emergency signals that would have come into
20 play with this collision.

21 Q Would you have reflected that in your accident report
22 to indicate that?

23 A Yes.

24 Q And, you did not, did you?

25 A I did not.

1 Q Okay. The Defendant states that my client was
2 traveling on the median approaching the police officer
3 with his lights on at a high rate of speed while talking
4 on the cellphone and smoking a cigarette and that was
5 reported to you at the accident scene. Is that something
6 you would have remembered?

7 A I would like to think so, yes.

8 Q Does your accident report reflect that?

9 A It does not reflect that, no. I really don't have
10 any recollection of any cellphone or cigarette discussion.

11 Q My client has testified that she was traveling down
12 the road in the lane of travel and that the officer pulled
13 out on the side of the road and struck her vehicle. Is
14 that consistent with what you remember discussions
15 pertaining to the accident at the time at the scene?

16 A Yes.

17 Q So to rephrase, if my client was testifying or has
18 testified that she was traveling down the road of travel
19 and that the officer pulled from the side of the road into
20 her vehicle, is there anything in your investigation that
21 would be contrary to her statement?

22 A No.

23 Q But to your knowledge, there was no discussion that
24 the North Charleston Police officer was in emergency mode
25 when this accident occurred, is that correct?

1 A There was not. And, if I can vaguely remember and I
2 cannot attest to it, I think he had just completed a
3 traffic stop and was finished with his traffic stop and
4 pulled out. I can't 100 percent attest to that because I
5 work literally hundreds and hundreds of collisions just
6 like this so I don't know if that was one or not.

7 Q That's to the best of your knowledge?

8 A Yes. I don't know why he was on the shoulder and
9 then pulled out. Was he running radar there? Did he
10 finish the traffic stop? I don't -- I don't know what put
11 the police officer on the shoulder there.

12 Q But, to the best of your knowledge, he was on the
13 shoulder before he pulled out?

14 A Yes.

15 Q That would be based on the conversation with both
16 drivers?

17 A Yes. And, the position of the vehicle, markings on
18 the roadway, and dirt on the tires, and things like that?

19 Q And, debris?

20 A And, debris.

21 Q Officer, I am going to hand you what has been marked
22 as Exhibit No. 2 and ask you to look at that. The
23 testimony previous is that is one of the vehicles involved
24 in the accident and that was taken at the accident scene.
25 Would that be inconsistent with what you remember?

1 A No.

2 Q Looking at the place of that vehicle, would that be
3 inconsistent that that was the resting spot after that
4 accident happened? Inconsistent with your understanding
5 of what happened at the accident scene?

6 A No.

7 Q Do you recall whether the vehicles were towed from
8 the accident scene?

9 A I don't recall and there is nothing in my report to
10 indicate the vehicles were towed at the request of the
11 Highway Patrol. That is not to say that they weren't
12 towed by the city or someone else.

13 Q It's just you didn't?

14 A Highway Patrol did not.

15 Q EMS came to the accident scene?

16 A EMS to my reflection(sic) did not come --
17 recollection did not come to the accident scene. The
18 report states that there were no injuries, no EMS, and no
19 transportation.

20 Q So, based on your information, EMS did not come to
21 the scene and no injuries were reported?

22 A That is correct.

23 MR. DRESSER: Those are all the questions I have
24 for you. Thank you.

25 THE WITNESS: All right.

1 MR. DRESSER: Mr. Dorsel may have some questions
2 for you as well.

3 THE COURT: You want to read yours?

4 MR. DORSEL: Please, Your Honor.

5 THE COURT: All right.

6 (Whereupon, Mr. Dorsel read his cross into the
7 record.)

8 CROSS-EXAMINATION BY MR. DORSEL:

9 Q Do you know where Ms. Busillo, unit one, was coming
10 from when the accident happened?

11 A I don't remember if she told me where she was coming
12 from.

13 Q Do you remember any specific conversations with
14 either drivers?

15 A I don't remember the specifics of the conversation.
16 I wish I did, but I don't.

17 Q You alluded to it, but on the second page of your
18 report there is a second titled "INJ" for injuries?

19 A Yes.

20 Q Tell me about that section? What do you do to
21 complete that?

22 A From experience, injuries are very important for
23 every collusion because again from years of doing this,
24 collusions have a tendency to come back.

25 Q Please continue?

1 A So, before we clear any collusions, excuse me,
2 troopers are trained to thoroughly check for injuries,
3 thoroughly insure that nobody feels like they are even
4 slightly injured or anything. Just insure that it's
5 properly documented at the time of the scene, during the
6 investigation of the scene, when the scene is parted ways.
7 But, nobody was injured or even slightly a chance of being
8 injured. So, if it's on paper there were no injuries,
9 there were no injuries reported. Nobody complained of
10 injuries and when we left the scene, nobody was injured.

11 Q To check on injuries, is that something you just ask
12 each party once or do you ask more than once?

13 A We ask more than once and sometimes more than twice
14 and sometimes are you sure.

15 Q In this instance, Ms. Busillo the driver of unit one
16 and the Plaintiff in this case, she repeatedly told you
17 that she was not injured, is that correct?

18 A I can't remember what she repeatedly told me. I can
19 only tell you that if I put there were no injuries, I was
20 100 percent sure after thoroughly asking that there were
21 no injuries. Obviously I am not a physician. I don't
22 know what injuries could have occurred the morning after.

23 Q Right.

24 A At the scene, there were no injuries.

25 Q You say you have investigated hundreds of accidents?

1 A I have, yes.

2 Q How would you classify this particular accident in
3 terms of severity of accidents?

4 A This is a very minor collision.

5 Q All right.

6 A Obviously that's from a person who works accidents on
7 a daily basis. To the person driving the vehicle it might
8 have been the most devastating thing in their life. From
9 a police officer's point of view, this is a garden variety
10 minor collision. No vehicles towed, no injuries.

11 Q Why were you called to this accident scene and not
12 North Charleston or Charleston?

13 A State law says that an agency cannot investigate the
14 collisions of it's own personnel so there are no
15 improprieties or anything remotely close to that. Anytime
16 the City Police or Sheriff's Office has a collision, the
17 State Highway Patrol has to come in and inspect it.

18 Q Have you talked with either Ms. Busillo or Officer
19 Terrell since this accident?

20 A No, I have not.

21 Q Other than the communication from the deposition in
22 this lawsuit, have you had any further investigation into
23 this accident?

24 A No, I have not.

25 MR. ROBINSON: That's all the questions, I have.

1 Thank you.

2 (Whereupon, that ends the reading of the
3 deposition.)

4 THE COURT: Thank you very much. You can return to
5 your place in the courtroom. Y'all got another witness?

6 MR. ROBINSON: Can we have approach?

7 THE COURT: You have somebody you're expecting and
8 they are not here yet?

9 MR. ROBINSON: I'm going to go check. I just
10 wanted to ask an administrative question.

11 THE COURT: All right.

12 (Whereupon, there was a bench conference.)

13 THE COURT: All right. Check out in the hallway
14 and see if he is here?

15 MR. ROBINSON: Your Honor, Officer Terrell
16 Palmer---

17 THE COURT: Let the jury panel go to the jury room
18 for a moment and let me check about the schedule and
19 everything and we may take a lunch break right now. Go
20 check and let me talk with the lawyers a minute.

21 (Whereupon the jury left the courtroom at 12:30.

22 THE COURT: All right. Who is next?

23 MR. ROBINSON: Your Honor, I wanted to call Officer
24 Terrell Palmer.

25 THE COURT: Is he the one that's live that's

1 have got the jury back with us. We have the next witness.
2 Swear the witness.

3 TERRELL JEROD PALMER, after being duly sworn,
4 testified as follows:

5 THE CLERK: Have a seat, please. State your full
6 name and spell your last for the record, please?

7 THE WITNESS: Lieutenant Terrell Jerod Palmer.

8 THE COURT: Palmer.

9 THE WITNESS: Yes, sir, P-A-L-M-E-R.

10 THE COURT: All right. Go ahead.

11 MR. ROBINSON: May it please the Court.

12 DIRECT EXAMINATION BY MR. ROBINSON:

13 Q My name is Keith Robinson and I represent Ms. Busillo
14 in this case. I believe we met a while back, I took your
15 deposition. What is your current occupation?

16 A I'm a police officer for the City of North
17 Charleston.

18 Q And, how long have you been there?

19 A Nineteen (19) years.

20 Q And, what was your employment prior to being with the
21 City of North Charleston?

22 A Ten months with Berkeley County Sheriff's Department
23 and about two and a half years with the South Carolina
24 Highway Patrol.

25 Q And, what kind of training have you had?

1 A Traffic investigations, numerous investigative
2 schools, administrative schools, command level schools,
3 DEER instructors, basic instructors.

4 Q Do you have any special training in accident
5 investigations?

6 A Yeah, I was trained in accident investigations when I
7 was on the South Carolina Highway Patrol.

8 Q And, are you an accident reconstructionist?

9 A Not a reconstructionist.

10 Q What is your duties right now as an administrative
11 Lieutenant?

12 A I'm over the Support Services Division which consist
13 of the Warrants Division, the Duty Officers, Holding
14 Facilities, and Records Division as well as Crime Analysis
15 Unit.

16 Q Thank you. I am going to go ahead and turn to the
17 automobile collision that happened on August 16, 2010.
18 How were you involved in this collision?

19 A Well, I was assigned out there at the Boeing
20 construction cite we were working an off duty security
21 capacity traffic control and I was posted at the main gate
22 of the Boeing entrance which is on South Aviation.

23 Q And, did you actually witness the collision that took
24 place?

25 A Yes, sir.

1 Q Just tell the jury what happened?

2 A Well, we were posted on South Aviation as well as
3 other areas to assist in getting construction vehicles and
4 other vehicles in and out of the Boeing property. I was
5 situated at the main gate of the Boeing property and Ms.
6 Busillo was approaching South Aviation from Boeing. Prior
7 to that, Officer Ryan Terrell had just initiated a traffic
8 stop and I believe he had pulled that vehicle off just
9 north of where I was parked about several hundred yards
10 perhaps.

11 After handling his business with that vehicle,
12 he attempted to reenter into the traffic lane which would
13 have been the north bound lane of South Aviation. Ms.
14 Busillo was pulling out of the Boeing property, merged in,
15 and proceeded in the north bound direction when they
16 collided. He struck her on the passenger side of the BMW
17 that she was driving.

18 Q And, she had fully established herself in that lane
19 of travel?

20 A She was accelerating and getting into that lane of
21 travel.

22 Q And, she had fully made it into that lane of travel?

23 A To my knowledge, she was accelerating and getting
24 into the lane. Whether or not she was fully established
25 in there, at least she was -- had already established

1 position in that lane.

2 MR. ROBINSON: Your Honor, if I may approach. This
3 is the deposition of Mr. Palmer.

4 THE COURT: You can open it up if you want to, to
5 review it.

6 MR. ROBINSON: Thank you.

7 By Mr. Robinson:

8 Q What I am handing you is our deposition that we took
9 just a while ago back on September 20, 2011. If you can
10 turn to page six, line number nineteen (19)?

11 THE COURT: What do you want to do? You want to
12 ask him about a question---

13 MR. ROBINSON: ---yes---

14 THE COURT: ---and an answer that he gave back
15 then.

16 MR. ROBINSON: Yes.

17 THE COURT: Go ahead and read it.

18 By Mr. Robinson:

19 Q Line nineteen (19) was my question: "What lane of
20 traffic was Ms. Busillo in? Can you read your answer?

21 A "Yes, she pulled out. Pulled onto South Aviation
22 from the main gate. She established herself into the lane
23 of traffic."

24 Q Thank you. Continue reading?

25 A "At the time, there was only one lane of traffic

1 going in either direction. And, as she merged into the
2 middle and then veered into the traffic lane is when he
3 attempted to pull into that same traffic lane and collided
4 with her."

5 Q So, he had came from the edge of the road---

6 A ---yes---

7 Q ---as she was pulling into her lane of traffic?

8 A Yes, sir.

9 Q And, that's what you saw that day?

10 A Yes, sir.

11 THE COURT: Anything else?

12 MR. ROBINSON: One moment, Your Honor. I have no
13 further questions for this witness.

14 THE COURT: Any cross examinations?

15 MR. DORSEL: Yes, Your Honor.

16 CROSS-EXAMINATION BY MR. DORSEL:

17 Q You were behind Officer Terrell's vehicle, correct?

18 A Yes.

19 Q And, you had seen him initiated a traffic stop?

20 A Yes.

21 Q And, at the time of this accident, did he have his
22 blue lights on?

23 A Yes, he did.

24 Q And, it's kind of hard not to see those blue lights,
25 correct?

1 A They are very visible.

2 Q No reason why Ms. Busillo shouldn't have been able to
3 see those blue lights, correct?

4 A There is nothing coming from the left that would have
5 obstructed her vision.

6 Q Thank you. And, you actually saw her pull out of the
7 Boeing exit from the stop sign, correct?

8 A Yes.

9 Q Was she going at a slow rate of speed or a high rate
10 of speed?

11 A She accelerated pretty rapidly coming from the stop
12 sign. I think it was probably more of a rolling stop in
13 which they -- most people coming out there during their
14 lunch break, they have limited time. They accelerate
15 pretty rapidly coming out of there.

16 Q And, you are aware that the people on their fifteen
17 (15) minute breaks they go down to the Kangaroo Gas
18 Station?

19 A Yes.

20 Q And, have you pulled over Boeing employees before for
21 speeding?

22 A Yes, that is the purpose of us being out there to
23 reduce the amount of speeding on South Aviation.

24 Q And, isn't it true that if she hadn't been
25 accelerating pretty good, she probably could have avoided

1 this accident?

2 A Her acceleration out there certainly contributed to
3 the collision.

4 MR. DORSEL: Thank you. No further questions.

5 THE COURT: Anything on redirect?

6 MR. ROBINSON: Yes, Your Honor.

7 REDIRECT EXAMINATION BY MR. ROBINSON:

8 Q She was pulling into the lane of traffic like you
9 testified, correct?

10 A Yes.

11 Q And, he was on the edge of the road, correct? Like
12 you testified?

13 A Yes.

14 Q Did you see him look?

15 A From a distance that we were apart, I couldn't verify
16 that he did a quick peek or he looked in his rear view
17 mirror.

18 Q Was there anything obstructing his vision?

19 A Well, after the vehicle that he stopped had left the
20 scene, there was one other vehicle that had gone through.
21 But, there was nothing obscuring his view from seeing her
22 coming out as well.

23 Q Before -- if you are on the side of the road, and
24 you're going to enter into the roadway, isn't it true that
25 you have a duty to make sure that lane is clear before you

1 come out to that road?

2 MR. DORSEL: Objection, Your Honor.

3 THE COURT: I'll allow that.

4 By Mr. Robinson:

5 A This is true.

6 THE COURT: Anything else?

7 By Mr. Robinson:

8 Q Ms. Busillo has control of that roadway and he is on
9 the side of the road, he has a duty to look and make sure
10 that roadway is clear before he pulls out, doesn't he?

11 A Yes, sir.

12 Q But, what you witness was this officer pulled out and
13 collided into her vehicle?

14 A Yes.

15 MR. ROBINSON: Thank you.

16 THE COURT: Thank you very much. We appreciate you
17 coming. You're free to go. All right. We will take our
18 lunch break now. Members of the jury panel, I will let
19 you go to lunch. Take your note pads with you to the jury
20 room and leave them in there. They will be secure in
21 there. Nobody will bother anything in there and bring
22 them back out after lunch. Let me give you this
23 instruction. You cannot discuss the case even amongst
24 yourselves until you have heard all the testimony and
25 evidence, until you've heard the lawyers argue, and until

1 Q Well, yeah, I was asking you in that response to go
2 ahead and tell the jury what your response was?

3 A This form submitted by Ms. Robin Jackson says that:
4 "Defendant driver Ryan Terrell was in his cruiser with his
5 blue lights on in the lane of the road. In the process of
6 Officer Terrell turning around to head towards the main
7 entrance gate of Boeing, Officer Terrell witnessed the
8 Plaintiff traveling in a high rate of speed into the
9 median and subsequently cutting him off and colliding with
10 Officer Terrell's vehicle. Further, the Plaintiff was
11 witnessed by Officer Terrell smoking a cigarette and
12 talking on the phone when she collided with his cruiser."

13 Q Did you witness any of that?

14 A Did I witness---

15 Q ---her smoking---

16 A ---I witnessed her smoking. I did not witness her on
17 the cellphone.

18 Q When did you witness her smoking?

19 A After the accident.

20 Q After the accident. Did you witness her talking on
21 the cellphone?

22 A No, I did not.

23 Q It is your testimony that she was driving down the
24 median?

25 A I never said that.

- 1 Q The only time that the lights come into affect is
2 when you're in an emergency mode. That changes things
3 when you have siren and the lights on?
4 A The siren, yes, sir.
5 Q Correct. But, your siren was not on?
6 A No, sir.
7 Q Because you had already made your stop?
8 A Right.
9 Q And, you were turning back to go back where you were
10 going?
11 A Right. Where our lights are on at all times for
12 safety and security at the Boeing Plant.
13 Q Was Ms. Busillo in her full -- in her lane of traffic
14 at the time of this collision?
15 A I did not see her.
16 Q When did you first become aware of her?
17 A When the collision first occurred, she was not in it.
18 She was in the median when the collision occurred.
19 Q Who witnessed this collision?
20 A If Terrell Palmer said that he witnessed it, I guess
21 Terrell Palmer witnessed it.
22 Q When did you first find out that he witnessed it?
23 A After the accident.
24 Q How soon after the accident?
25 A A minute or two maybe.

1 that silence to mean you would rather sit out here. If
2 anybody needs to go, you can go.

3 MR. FOREMAN: We will be staying.

4 THE COURT: If you want to stand up and stretch you
5 can or whatever.

6 MR. ROBINSON: Your Honor, I call Frank Troy.

7 THE CLERK: If you would please place your left
8 hand on the bible and raise your right hand?

9 THE COURT: Go ahead.

10 FRANK TROY, after being duly sworn, testified as
11 follows:

12 THE CLERK: Please have a seat.

13 THE COURT: Now, this is over your objection. Over
14 your objection.

15 THE CLERK: State your full name, please for the
16 record and spell your last name?

17 THE WITNESS: Frank R. Troy.

18 DIRECT EXAMINATION BY MR. ROBINSON:

19 Q Hello Mr. Troy, my name is Keith Robinson and I
20 represent Ms. Busillo in this case. Where do you work?
21 What do you do for a living?

22 A I still manage a dealership and I have a business
23 call Classic Auto Appraisals where we do appraisals for
24 values, diminished values, classic cars, collector cars,
25 antiques, divorce settlements, and those kinds of things.

1 Q How long you been doing that?

2 A Forty-two (42) years.

3 Q Did you have a chance to look at Ms. Busillo's car,
4 it's a BMW that was involved in this collision?

5 A Yes, I did.

6 Q Did you supply pictures of the damage and have a
7 chance to go view her vehicle?

8 A I viewed her vehicle. We go out to the individual's
9 place of business or home and, yes, we do. We won't do an
10 appraisal unless we see a vehicle.

11 Q Just in your own words, what goes into an appraisal?

12 A What you need to do is go out -- I have no knowledge
13 in the case of an accident, I have no knowledge what that
14 accident was involved in before we go look at the
15 automobile. And, the reason being is that we try to keep
16 an open mind so that when I look at something after it's
17 been repaired, we can see how well it's been repaired, and
18 what condition the vehicle was in. And can tell better
19 for us to find where that vehicle was and how much
20 diminished value may have occurred.

21 And, then after we look at that, we may see
22 repair forms or estimates or anything of worth that was
23 done on the vehicle. After we done that, we take notes on
24 a yellow pad and then we begin doing a market evaluation.
25 We attend a lot of auctions, and sales, sale studies. We

1 have reference material by probably -- reference materials
2 today and it's business is probably 30 or 40 records is by
3 the automotive magazine books, things that probably most
4 people are aware of Kelly Blue Books, NADA, Black Books,
5 Gold Books, Red Books. So, and then we sit down and fill
6 out all of that information together and come up with a
7 value.

8 Q And, what was your determination regarding the
9 depreciation on Ms. Busillo's vehicle due to this
10 automobile collision in March?

11 MR. DORSEL: Objection.

12 By Mr. Robinson:

13 Q ---August 15, 2010?

14 THE COURT: I'm sorry what was the question again?

15 MR. ROBINSON: I was asking what was his opinion
16 regarding the depreciation of Ms. Busillo's vehicle?

17 THE COURT: Over your objection I'll allow him to
18 answer.

19 By Mr. Robinson:

20 A We came up with a diminished value of \$18 to \$1,900.

21 Q And, what is that based on?

22 A It's based on what happened -- it is based on
23 primarily what the vehicle was prior to what transpired as
24 far as an accident goes. Not knowing how much the
25 accident was but -- no afterwards, after the fact. But,

1 the fact is, it is a convertible. It is a BMW. Everybody
2 knows the name of BMW and a lot of people would like to
3 have one. That it was a convertible. It had no prior
4 damage that was available on the automobile as far as we
5 were aware of, and as far as carfax is aware of or any
6 other place. And, for the vehicle that was there, it had
7 low mileage which as all of us know and some of us have
8 high mileage vehicles and, you know, we find out that the
9 car is more near what the book value is or anything
10 similar to book value because we have high mileage on the
11 vehicle.

12 And, if we have low miles and the vehicle has
13 been taken care of, either garage keep or somebody is
14 going out to put a lot of sweat and tears on that
15 automobile, then we find that that is worth more money.
16 This particular car was clean, very clean when we looked
17 at it and it looks like it had been cared for. The tires
18 were good. And, like I said, it was a good looking car.

19 Q Thank you. What I am handing you is the appraisal
20 that we received, if you can take a look at that for me.
21 Is that your appraisal?

22 A It is, yes.

23 Q The depreciation that you feel occurred to Ms.
24 Busillo's vehicle?

25 A That is correct.

1 MR. ROBINSON: Thank you. I ask that that be
2 entered.

3 THE COURT: All right. Plaintiff's Exhibit 6, I
4 believe it is and offered into evidence and over your
5 objection I am going to allow it into evidence..

6 (WHEREUPON, Plaintiff's Exhibit No. 6 was marked
7 for identification and received into evidence.)

8 MR. ROBINSON: Thank you, Your Honor, I have no
9 further questions.

10 THE COURT: All right. Any questions you have, Mr.
11 Dorsel?

12 MR. DORSEL: Yes, Your Honor.

13 CROSS-EXAMINATION BY MR. DORSEL:

14 Q This what is marked as the exhibit right there, this
15 is what you went out and looked at and the notes you took,
16 is that correct?

17 A It may not have all the notes, but it has the
18 majority, yes.

19 Q All right. This is the only thing I have ever seen.
20 So are there other notes?

21 A There may have been some extra on our -- on what we
22 do when we write up.

23 Q In your opinion, is the depreciation of the \$1,800
24 and \$1,900?

25 A That is correct.

1 Q And, is that all related to the August 16, 2010
2 accident?

3 A I would say so.

4 Q Okay. What about the vehicle being dusty with some
5 tree sap on it?

6 A It was.

7 Q What about the left driver side door outside handle
8 has paint worn off?

9 A That's correct.

10 Q Is that related to the accident?

11 A No.

12 Q How about---

13 A It's due to somebody grabbing a hold of the handle.

14 Q What about the improper alignment of the trunk lid,
15 is that related to the accident?

16 A It could be.

17 Q It could be, okay. And, the right side of the trunk
18 opening has cut lines where it is painted?

19 A That is correct.

20 Q All right. And, you did see the actual damage from
21 this accident when what you said obviously the paint was a
22 good color match, correct?

23 A That is correct.

24 Q And, on this thing has a place for retail market
25 value. You don't have anything listed there, correct?

1 A I'm only there to do -- established diminished value.

2 Q Okay. And---

3 A Retail value does come into it somewhat after all of
4 our studies. But, then the market value is going to be
5 affected by the -- by what happened in the accident.

6 Q Do you have anything on here about market value that
7 indicate the Kelly Blue Books, Gold Books, anything about
8 that?

9 A Don't need it.

10 Q All we have here is your \$1,800 to \$1,900?

11 A That is correct, sir. That is the value of the
12 automobile.

13 Q And, that depreciation of that \$1,800, \$1,900 number
14 has something to do with the trunk lid and the left hand
15 driver side?

16 A Yes, sir.

17 Q Okay. And, the last thing the customer on here is
18 listed as William Green, Esquire, is that correct?

19 A That is correct.

20 Q So you were hired by Bill Green's Law Firm?

21 A I was.

22 Q Okay.

23 MR. DORSEL: Nothing further.

24 THE COURT: Anything on redirect?

25 REDIRECT EXAMINATION BY MR. ROBINSON:

1 Q You're hired by many people?

2 A Sure enough are.

3 Q Plaintiffs, Defendants?

4 A People like all of us in here who buy a car or want
5 us to look at the automobile to establish a value on it
6 whether it's a good deal, bad deal, or otherwise,
7 individuals. We're hired by insurance companies
8 sometimes. We're hired by legals firms like I said for
9 divorce settlements or collector of cars. A guy that has
10 fifteen (15) cars in a collection needs to establish it
11 for tax purposes or something which they hire us to do
12 that. I have been doing it forty-two (42) years.

13 MR. ROBINSON: Thank you. I have nothing further.

14 THE COURT: You got in a pretty good bit of
15 advertising, have another chance. Do you have an actual
16 location where you are physically located?

17 THE CLERK: We don't. We work out of our home.

18 THE COURT: Oh, you do?

19 THE WITNESS: So -- because we don't really need an
20 office because we're out in the field all the time. So,
21 all I need is someplace to sit down like this desk and a
22 phone.

23 THE COURT: Okay. I was going to give you another
24 chance to get a little advertising in.

25 THE WITNESS: All we have is a phone number.

1 *THE COURT:* Now, what was your name again?

2 *THE WITNESS:* Frank R. Troy.

3 *THE COURT:* All right.

4 *THE WITNESS:* Classic Auto Appraisals.

5 *THE COURT:* Thank you very much. You're free to
6 go.

7 *THE COURT:* Any other witnesses?

8 *MR. ROBINSON:* The Plaintiff rest, Your Honor.

9 *THE COURT:* All right. You ready to call your
10 first witness?

11 *MR. DORSEL:* I am. Are we going to deal with
12 motions at a later time?

13 *THE COURT:* Members of the jury panel, I need you
14 to go to the jury room for a moment, please?

15 (Whereupon, the jury left the courtroom at 3:21
16 p.m.)

17 *THE COURT:* All right. What motions you want to
18 make? No, nothing from the Plaintiff right now, go ahead.
19 You got to give the defense a chance to put up something.

20 *MR. DORSEL:* Your Honor, we move for a Directed
21 Verdict on the issue of property damage. The Plaintiff
22 has put in front of the jury amounts for repairs to the
23 vehicle and the rental of the vehicle, we think those
24 should be kept out of the jury we have said that from the
25 beginning. But, I think it should be kept out of the rest

1 of this case because they haven't proven it.

2 They have shown here a bill, but there has been no
3 foundation for what the bill is, if it's authentic or
4 anything like that. There is no evidence of the rental
5 bill and; therefore, there is no valid admissible evidence
6 to be submitted to the jury regarding the repairs and the
7 rental vehicles.

8 THE COURT: All right. I appreciate your position
9 and I deny your motions. Anything else?

10 MR. DORSEL: Yes. We move for a Directed Verdict
11 on the issue -- any issue of permanent injury---

12 THE COURT: You're not claiming any permanent
13 injury are you?

14 MR. ROBINSON: None, Your Honor.

15 THE COURT: All right. That's out.

16 MR. DORSEL: And, I don't believe punitive damages
17 have been plead---

18 THE COURT: What about punitive, you're not asking
19 for that?

20 MR. ROBINSON: No, sir.

21 THE COURT: All right.

22 MR. DORSEL: And, that on the issue of loss wages.

23 THE COURT: No loss wages. All right, anything
24 else?

25 MR. DORSEL: No, sir.

1 is S-N-E-L-L.

2 THE COURT: Speak a little louder.

3 THE WITNESS: Lynn Snell.

4 THE COURT: Snell?

5 THE WITNESS: Yes.

6 THE COURT: Keep your voice up. I got to hear you.

7 I'm a little hard of hearing, okay.

8 THE WITNESS: All right.

9 THE COURT: Shout.

10 MR. DORSEL: Pull up to the mike.

11 THE COURT: There you go.

12 DIRECT EXAMINATION BY MR. DORSEL:

13 Q Ms. Snell, my name is Chris Dorsel we have met
14 before. Could you please tell the jury where you work?

15 A I work at Boeing.

16 Q How long have you worked there?

17 A A little over three years.

18 Q Do you know Kristin Busillo?

19 A Yes.

20 Q And how do you know her?

21 A We are co-workers.

22 Q And, as of -- working at Boeing, it's a smoke free
23 facility?

24 A Correct.

25 Q And, you get about fifteen (15) minute breaks,

1 correct?

2 A Correct.

3 Q During those breaks, you usually drive down or at the
4 time of this accident back in August of 2010, you drive
5 down South Aviation to the Kangaroo Gas station?

6 A Correct.

7 Q And, you would smoke during those breaks?

8 A Correct.

9 Q And, there really wasn't a whole lot of time, really
10 just enough time to get in your car, drive to the gas
11 station, and drive back?

12 A Yes.

13 Q And at Boeing, you're not even allowed to smoke in
14 your car, right?

15 A Correct.

16 Q If you're in the parking lot on the grounds in your
17 own car, you're not allowed to smoke?

18 A Yes, correct.

19 Q And, so you have to drive down to the stop sign and
20 pull out onto South Aviation before you can smoke,
21 correct?

22 A Correct.

23 Q And, you usually don't get your cigarettes out until
24 you're on South Aviation?

25 A Correct.

- 1 Q And, you wait until you're on the road to light the
2 cigarette?
- 3 A Yes.
- 4 Q You've taken breaks with Ms. Busillo before?
- 5 A Yes.
- 6 Q You have ridden with her in her car numerous times
7 before and after this accident?
- 8 A Right.
- 9 Q And, at the time of the accident, was Ms. Busillo
10 smoking?
- 11 A No, she wasn't.
- 12 Q On your breaks with Ms. Busillo, you've never seen
13 her smoke, correct?
- 14 A Correct.
- 15 Q And, the only time she smokes I believe you said is
16 when she is drinking?
- 17 A Yes, when we go out.
- 18 Q Before this accident, you saw Officer Terrell's
19 police car, correct?
- 20 A Correct.
- 21 Q Did it have it's blue lights on?
- 22 A It did.
- 23 Q This was not a huge accident, was it?
- 24 A No.
- 25 Q In fact, when the accident happened and the cars

1 stopped, the cars were touching?

2 A Yes.

3 Q And, you weren't injured in this accident?

4 A No.

5 Q Never went to any doctors?

6 A No.

7 Q Ms. Busillo didn't need an ambulance?

8 A No.

9 Q And, no ambulance came to the scene?

10 A Correct.

11 MR. DORSEL: Nothing further. Thank you.

12 THE COURT: Any cross.

13 MR. ROBINSON: One moment, Your Honor.

14 CROSS-EXAMINATION BY MR. ROBINSON:

15 Q I'm not sure it matters, but Ms. Busillo throughout
16 this trial and prior, you said that she was smoking at the
17 time of this collision. Could it be that you just don't
18 remember?

19 A No, she wasn't. I mean, I didn't see her smoking.
20 She wasn't smoking. I was.

21 MR. ROBINSON: Nothing further, Your Honor.

22 THE COURT: All right. Thank you very much. We
23 will excuse you. Appreciate you coming.

24 THE COURT: Nothing else from the Defense?

25 MR. DORSEL: No, sir.

1 *THE COURT:* Nothing in reply?

2 *MR. ROBINSON:* Nothing.

3 *THE COURT:* That finishes all the testimony and
4 evidence that the parties wishes you to consider. Well, I
5 do have one other little matter that I have go over with
6 the attorneys, so if you would go to the jury room one
7 more time.

8 (Whereupon, the jury left the courtroom at 3:29.)

9 *THE COURT:* Now, any motions?

10 *MR. ROBINSON:* Yes. Your Honor, the Plaintiff
11 would ask for a Directed Verdict to be heard. Ms.
12 Busillo's evidence from the highway patrolmen where the
13 debris landed, a witness from the City of North Charleston
14 said that Ms. Busillo was pulling into her lane and that
15 Officer Ryan Terrell had came from the side off the road
16 and hit her. The only testimony that goes against that
17 would be Mr. Ryan Terrell'---

18 *THE COURT:* I'm sorry, what?

19 *MR. ROBINSON:* So, the only evidence that goes
20 against that would be his own -- Officer Ryan Terrell's
21 testimony. So, we move for Directed Verdict on the issue
22 of liability.

23 *THE COURT:* What do you have to say in response to
24 that?

25 *MR. DORSEL:* Your Honor, it up to the jury to

1 decide fault for this accident. There is -- has been
2 testimony that Plaintiff may not have been paying
3 attention at the time. It is up to them to decide and
4 this might be the case where this is a Comparative
5 Negligence issue. Simply because someone saw someone pull
6 from the side of the road as Officer Terrell said, just
7 because you have the right of way, doesn't excuse the duty
8 to keep a proper lookout.

9 There is evidence that the jury could find that the
10 Plaintiff contributed to this accident and was not
11 completely without fault. Directing a verdict would
12 disallow or take that away from the jury and leave them
13 with no option to decide that she might have not been
14 paying attention at the time.

15 MR. ROBINSON: Your Honor, if I may speak. I have
16 yet to hear any evidence on what she did wrong. All the
17 evidence says that she was pulling in that lane. Whether
18 she was smoking a cigarette or not, doesn't show that she
19 was doing anything wrong. She was driving straight along
20 that path and he came from the road into her lane of
21 travel which is a failure to yield.

22 MR. DORSEL: And, Your Honor, I disagree. That is
23 not what all the evidence shows. They called Ryan Terrell
24 in their case in chief and he says that he was already in
25 the roadway. But in addition, no evidence that she was

1 not paying attention. Every single witness has said that
2 he had his blue lights on. The only person who has -- is
3 Plaintiff who says she doesn't know if she---

4 *THE COURT:* Well, I agree he had his blue lights
5 on, but I don't know what that has to do with it?

6 *MR. DORSEL:* Because the Plaintiff---

7 *THE COURT:* ---perhaps seeing it, but seeing him
8 doesn't mean you expect him -- doesn't mean put somebody
9 on notice that he is going to pull out into your path.
10 It's a real close question. It's a real close question.
11 You know, I am tempted to direct, but out of an abundance
12 of caution, I am going to deny your motion for Directed
13 Verdict on that. If I were to decide it, I certainly
14 would decide it in favor of the Plaintiff, but that's not
15 what my role is at this point. All right. Any -- bring
16 the jury in?

17 *MR. DORSEL:* But, Your Honor, before we bring them
18 in, I need to know, are we starting closing argument?

19 *THE COURT:* Yes.

20 *MR. DORSEL:* We do have jury charges and also---

21 *THE COURT:* Just trust me on that.

22 *MR. DORSEL:* But---

23 *THE COURT:* We want to try to get through this
24 today. Anything in particular you want to bring to my
25 attention? I am going to do my standard jury charge. I

1 We're asking for the amount of \$20 thousand to
2 fully make up for what happened, so that she can be
3 compensated. But more importantly, they will know that
4 they did wrong and will make up for what happened and it
5 will finally be okay. Thank you.

6 *THE COURT:* All right. Mr. Dorsel?

7 *MR. DORSEL:* You have heard all the testimony. You
8 have seen all the evidence. Now, it's -- this is my last
9 chance to talk with you. And after I sit down, the
10 Plaintiff's attorney will get back up and talk with you
11 again. I don't get to get back up. And, if you think
12 back over the course of the trial, they got to talk with
13 you first. They got to present all of their witnesses
14 first, all of their evidence first. They even got to call
15 my client in their case before I did.

16 And then here again get, in affect, two bites of
17 the apple and I only get one. And you may be sitting
18 thinking, well, how is that fair? What balances that out?
19 And I'll tell you what balances it out, is the burden of
20 proof. The Plaintiff and the Plaintiff alone has the
21 burden of proof. They have to bring forward evidence to
22 prove their case. And, now when I sit back down and I
23 can't get back up, the Plaintiff's attorney might say,
24 well, they could have called this witness. They could
25 have called this witness.

1 gentlemen and the Foreman, it's twelve of you for a
2 reason. Everyone of you have an important opinion in this
3 case. I would recommend that you go around in a circle
4 and each say what you think this case is worth, and how
5 you feel about the case, and talk about it at the time
6 because we don't get a second chance. Whatever you decide
7 today is what it is and I thank you for your time. Thank
8 you.

9 *THE COURT:* Thank you. All right, I have got a
10 rule, I don't want to go any further with a case like
11 this. I will charge the jury that's what we are required
12 -- that's what we call it. It is after 4:00 so I am going
13 to say that my watch says it's one minute to four and we
14 are going to go ahead with it so that we can finish it up
15 today. I think you would rather finish it today than come
16 back tomorrow. Everybody agrees with that?

17 I hope you can finish this up today. I don't know
18 how long it is going to take. It's going to take me about
19 fifteen (15) or twenty (20) minutes to say what I have to
20 say and, then it's up to you as to how long you
21 deliberate before you give us your decision.

22 As you know by now, this is the case in which
23 Kristin A. Buisillo claims that she was injured and
24 damaged by the negligence by the City of North Charleston
25 in causing this accident. The City, of course, denies

1 that and so there has been a dispute between these
2 parties. It starts off as a relatively simple case and
3 then it gets a little more complicated later on as I will
4 explain to you.

5 But, anyway under our constitutional code of laws,
6 you are the finders of fact in this case. I don't have
7 anything to do with the facts. My job is to preside over
8 the trial, make sure the parties follow the rules. Your
9 job is to listen to the testimony and evidence presented
10 to you from the witness stand, and decide who and what to
11 believe in regards to that testimony and evidence. How
12 much weight to give it, where to put it on one side or the
13 other, and reach your decision in this case. I don't have
14 anything to do with the facts, as I have said.

15 If I have said or done anything during the course
16 of the trial that you have interpreted in anyway as an
17 opinion that I might have about the facts, please
18 disregard it for I have intended to be fairly partial to
19 both sides.

20 In deciding the facts, it's necessary for you to
21 evaluate the credibility or the believability of the
22 witnesses who have testified. You have to decide who and
23 what to believe in regards to that testimony and evidence
24 that has been presented to you. I would suggest you go
25 about in evaluating it in much the same way you decide

1 that issue in your everyday life.

2 You and I have to decide everyday whether to
3 believe someone. So much a part of everyday life we often
4 times don't think about any mental process that we may go
5 through in deciding whether to believe someone, but you do
6 it everyday whether at home, on your job, on the street,
7 wherever. When someone comes up to you and makes a
8 factual statement to you, when someone says something like
9 such and such just happened, such and such is about to
10 happen, and you should do this because, or you should do
11 that, because when a person makes that type of statement
12 to you, you have to decide do I believe what that person
13 tells me? How much trust, how much faith do I put in what
14 that person tells me?

15 As I said, I would suggest you go about deciding
16 who and what you believe in regards to the testimony and
17 the evidence in this case in much the same way you decide
18 that issue in your everyday life.

19 Some of the things that you want to consider -- and
20 this is by no means an exhaustive list -- but some of the
21 things that you may want to consider are such things as,
22 what was the manner and appearance of the witnesses who
23 testified? Was he or she straight forward or hesitant in
24 answering? Was the testimony of the witness consistent or
25 inconsistent? How did the witness come to know the facts

1. that he or she testified to? Or what was his or her
2. ability to know these facts? Is there some reason a
3. witness would want to give testimony which would help or
4. hurt one side or the other?

5. In other words, was the witness biased or
6. prejudiced in some way. Was the testimony of the witness
7. strengthened or weakened by other testimony or evidence
8. presented? You can believe as much or as little of each
9. witness' testimony as you think proper. You may believe
10. the testimony of a single witness against that of many
11. witnesses or just the opposite. Of course, you do not
12. determine the truth of credibility or believability mainly
13. by counting the amount of witnesses who have testified for
14. one side or the other. Throughout this entire process you
15. have but one goal really and that is to seek the truth
16. regardless of its source.

17. Now, under the same constitution and code of laws
18. that makes you the finders of facts in this case, it also
19. makes me the instructor in the law. That means, you must
20. accept the law as I explain it to be the correct law. You
21. should not be concerned with what you may think the law
22. should be, but only with what the law is.

23. As I said, this is a relatively simple case in
24. terms of the legal concepts that are involved. This is
25. what lawyers and Judges refer to as shorthand. We refer

1 to this type of case is a negligence case. The Plaintiff
2 claims that the Defendant was negligent as the driver of
3 the vehicle. He was, of course, an employee of the City
4 of North Charleston, so the City of North Charleston is
5 responsible for his actions in driving the car on that
6 occasion.

7 So the Plaintiff claims, Ms. Busillo, claims that
8 he was negligent in the way that he drove that vehicle out
9 there on that occasion. Negligent -- that that negligent
10 act directly lead to the accident that we're talking about
11 and her injury and damages. Those are the three
12 essentials of her claim. A negligent act that directly
13 lead to her injury and damages. Those are the three
14 things that she must prove by the greater weight or the
15 preponderance of the evidence.

16 There always been -- there has been some reference
17 to the burden of proof in this case. And, the burden of
18 proof is on her. It's her responsibility under the law to
19 establish to your satisfaction by what we call the greater
20 weight or the greater weight or preponderance of evidence
21 and I'll explain that to you in just a minute. Those
22 three things, a negligent act -- and, I'll explain
23 negligent for you in a minute, that directly lead to her
24 injury and damages.

25 Now, what do we mean when we say that someone must

1 establish something by the greater weight or
2 preponderance of the evidence. This is not a criminal
3 case where someone is charged with having committed a
4 crime. That's not what this case is about. In a criminal
5 case, of course, I'm sure you know is the State has to
6 prove someone guilty beyond any reasonable doubt.

7 That's not the standard that you apply in a civil
8 case such as this. The standard that you apply is by what
9 we call the greater weight or preponderance of the
10 evidence. What does that mean? The best way I know to
11 explain that to you and I didn't come up with this I
12 adopted it many years ago from others who I heard explain
13 this. But, the best way I know to explain those terms --
14 that terminology to you is to ask you to imagine a
15 traditional set of scales. You have a pan on one side of
16 the scale and you have a pan on the other side of the
17 scale. There is a balance point midway between.

18 Before this case began, there wasn't anything on
19 either side of the scale. There wasn't anything on the
20 Plaintiff's side of the scale supporting her claim of a
21 negligent act that directly lead to her injury and
22 damages, and there wasn't anything on the Defendant's side
23 of the scale contrary to that claim being made against
24 him. The scales start exactly even.

25 If after you have mentally gone through the process

1 of deciding who and what to believe, looking in the
2 physical evidence that was introduced, placing it on one
3 side of the scale or the other, if the scale should tip
4 even slightly in favor of the Defendant in regards to some
5 issue, some matter in controversy, some facts that are in
6 controversy in this case, tilting slightly in favor of the
7 Defendant, then the Plaintiff has failed to meet her
8 burden of proof.

9 If the scale should remain exactly even in regards
10 to some issue or facts that is in dispute, again she has
11 failed to meet her burden of proof. But, if the scale tip
12 even slightly in her favor, then she has met the burden of
13 proof, proving that claim by the greater weight or the
14 preponderance of the evidence.

15 So, that's what we mean when we say that the burden
16 of proof is on her to prove some fact by the greater
17 weight or preponderance of the evidence. A slight tilting
18 of the scale in her favor is all that is necessary for her
19 to have met the burden of proof, of proving that fact by
20 the greater weight or the preponderance of the evidence.

21 Another way of thinking about that, is to ask you
22 to imagine a scale of one to one hundred (100). Fifty-one
23 (51) on a scale of one to one hundred (100) is by the
24 greater weight or preponderance of the evidence. So,
25 again, that is the standard that you apply in judging

1 whether she has met her burden of proof of proving a
2 negligent act that directly lead to her injury and
3 damages.

4 Now, what do we mean when we say that -- what do we
5 mean when we use the word, negligence. Negligence means
6 that a person did not use the same amount of care that a
7 person of ordinary reason and prudence would have used in
8 the same circumstances. The word careless means the same
9 thing. It can be said that a negligent person has done
10 something that a reasonable person would not have done if
11 faced with the same situation.

12 On the other hand, that he has failed to do
13 something that a reasonable person would have done or
14 both. To determine whether a particular act is negligent,
15 you should compare that act with the manner in which a
16 person of ordinary reason and prudence would have acted in
17 similar circumstances. As I said, she must prove that the
18 Defendant was negligent in at least one way in his
19 operation of the motor vehicle and that that negligent act
20 directly lead to the accident, injury, and damage.

21 Now, as I said, she must prove all three of those
22 things by the greater weight or preponderance of the
23 evidence. Now, since this case involved a motor vehicle
24 accident, I must discuss with you a little bit about what
25 the rules of the road are so to speak that govern the

1 operation of a motor vehicle. The law that govern the
2 operation of a motor vehicle in a situation like this. We
3 start off with what I refer to as two common law rules of
4 the road.

5 There are no statutes that have been passed by the
6 General Assembly and I am going to talk about a couple of
7 those a little bit later. The laws that are in the books
8 that are adopted by the General Assembly of the
9 Legislature of this State to say what you're supposed to
10 do when you're driving a car. But, there are two that are
11 not written but they are still part of the laws of this
12 State. They are just good common sense rules of the road
13 and those two are when you get behind the wheel of a car,
14 you have to keep your vehicle under proper control and you
15 must keep your vehicle under proper control and keep a
16 proper lookout for others lawfully using the highways.
17 Those are just two common sense rules of the road.

18 You look, you see what's going on, and you react to
19 it. You use a mechanic devises that are available to you
20 in the car. Breaks, drivers, mirrors, whatever. Keep a
21 proper lookout and keep your vehicle under proper control.
22 Those are just two common law rules of the highway that
23 govern yours, mine, and everybody else's operation of a
24 motor vehicle. If you don't do that, then you can be
25 negligent under those circumstances. That applies to both

1 sides in a case like this. Keep a proper lookout and keep
2 your vehicle under proper control.

3 Now, one other rules of the road maybe appliable in
4 a situation like this, there is a statute that the General
5 Assembly has adopted that says that you're not supposed to
6 change lanes unless you can do so with reasonable safety
7 and as regards to other vehicles or other persons on the
8 road. You're not supposed to change lanes unless you give
9 -- unless and until you give a proper signal, so that
10 maybe involved as far as this case is concerned.

11 You're also supposed to yield the right of way to a
12 vehicle that's in a lane of traffic. You're not supposed
13 to come from some other place, side street, intersection,
14 side of the road, you're not supposed to come out into the
15 road if there is another vehicle in such close proximity
16 to you that you cannot do so with reasonable safety, so
17 that is another rule of the road. Yield the right of way
18 to somebody else that is so close to you if it is going to
19 cause an accident or be dangerous for you to come into the
20 roadway. You are supposed to yield the right of way to
21 that vehicle that is already in the roadway.

22 Also, you are not supposed to make a u-turn unless
23 you can do so with reasonable safety. Of course, if there
24 is no -- there are certain areas where there is no u-turn
25 area, sometimes you see those signs and that means you're

1 not allowed to do a u-turn under any circumstances. But,
2 in the absence of one of those signs, the law is you're
3 not supposed to make a u-turn unless you can do so with
4 reasonable safety considering who else might be in the
5 road at that particular time. So, those are rules of the
6 road that maybe applied in a case like this depending upon
7 your view of the testimony and the evidence.

8 If you violate one of those rules of the road, then
9 that's negligence in and of itself. That's what we refer
10 to as negligence in and of itself. If you violate one of
11 the rules of the road, you're negligent. The question
12 still remains whether that negligent act lead to --
13 directly lead to the damage and injury complained of in
14 this case.

15 Now, for damages should you decide -- let me also
16 mentioned -- yeah, I'll go ahead and mentioned this at
17 this point, and then I have got one other thing that I
18 need to explain to you after this. Actual damages are
19 intended to compensate the injured party. That is to put
20 her as near as possible in the same position she was in
21 before the accident occurred. In other words, the actual
22 damages -- the actual losses and expenses which she has
23 suffered because of the Defendant's negligence.

24 Actual damages for a person who has been physically
25 injured include pain and suffering, as well as mental

1 anguish, impairment of health or physical condition. As
2 with all other facts in this, she must prove her actual
3 damages by the greater weight or the preponderance of the
4 evidence. So her claim in this case, I believe the
5 different elements of her claim insofar as actual damages
6 is concerned, she claims that she had \$1,793, if I heard
7 it correctly, I think it is an exhibit, that says exactly
8 what it is and what we refer to as medical expenses. That
9 is the doctor and the physical therapy that he ordered,
10 she says that that cost her \$1,793, I believe, it is.

11 If those expenses were reasonable and necessary as
12 a result of this accident, and then, of course, the other
13 parts of them -- the other elements have been established
14 that is a negligent act that directly lead to that, those
15 are reasonable and necessary, then the Defendant should be
16 required to pay her for those expenses.

17 The other things that she claims is damages, and
18 again, she must, of course, establish the negligent act
19 that directly lead to this. Repairs, I believe that was
20 like \$3,777.89, and rent for another automobile while hers
21 was being fixed. That as one of her -- that is an element
22 -- that is an element of damages that maybe involved in a
23 case like this. You're entitled to reasonable rent of
24 another car. She says that was \$506.81. And then she
25 says depreciation was \$1,800 to \$1,900. And if you add

1 all of that up I believe it comes to between \$6,100 and
2 \$6,200 something like that. My math might not be exactly
3 right, but you heard it and you have some exhibits to show
4 what those figures where and that is what her claim is.

5 And, then in addition to the actual -- what I call
6 out of pocket expenses, as I said, a person who has been
7 physically injured can be depending on -- it's up to you
8 to decide how much money, if any, she would be entitled to
9 be paid for pain and suffering, loss of enjoyment of life,
10 those type things that she claims in this case. And, that
11 is a legitimate element of damages if you find that to be
12 so in this case. You have to decide.

13 Now, of course, the burden of proof, as I said, is
14 on her to prove her actual damages by the greater weight
15 of the preponderance of the evidence. That does not mean
16 that she must prove it down to the last penny or to an
17 absolute certainty, rather the evidence brought in and
18 presented by her must be such as it is today when you are
19 the jury to determine what amount of damages is fair,
20 just, and reasonable in this case, if any.

21 Now, in addition to denying, of course, her claim
22 in this case, the Defendant has also raised another
23 defense and I am going to come around and use that board
24 to explain this to you. I do this in every case where I
25 have to explain this to the jury. Don't read into this

1 any greater important than anything else that I have said
2 insofar as anything to do with this case as far as I'm
3 concerned, it is just that I have found that this is the
4 easiest way to explain it to somebody who has never heard
5 about anything like this before is to see it written down.

6 I know in my case I deal -- I can look at something
7 in writing, and listen to it, and it sinks in a little
8 better if I do that. And, this is a very unusual idea. I
9 am sure you probably never thought of this idea like this
10 before and so that is why I am going to use this to write
11 it down and explain it to you.

12 First of all, I hope you always committed those
13 three words to memory. I have been telling you about it a
14 lot. I hope you have got it in your mind or in your
15 notebook or both. But, that's -- as I said, that's what
16 her case -- that is what her case is. That's what her
17 claim is the negligent act directly lead -- direct cause
18 of her damages.

19 Now, the Defendant, of course, denies that. Denies
20 that she has met her burden of proof in regards to proving
21 those three things. In addition to that, the Defendant
22 has raised another defense, another idea. And, there is
23 nothing wrong with that. It's perfectly legal and
24 perfectly responsible for the Defendant to take this
25 position.

1 And, that is the idea of the doctrine of what we
2 call Comparative Contributory Negligence. I hope I
3 spelled that right. I got a letter in there that didn't
4 need to be in there. Comparative Contributory Negligence
5 and what that means is the Defendant says okay, assume for
6 the purpose of argument that I was negligent in this case.
7 You, Ms. Busillo, you are also negligent in this case and
8 your negligence was more than my negligence in causing
9 this accident, and causing your injuries, and under the
10 law, you're not allowed to recover anything. I'm not
11 required to pay you anything in this case and that's what
12 the law is. I'll go over that again with you in just a
13 minute.

14 But, that's what the Defendant is saying in this
15 case. You, Ms. Busillo, yeah, I was negligent, but you
16 were more negligent and I'm not required to pay you
17 anything in this case because of that. That's what the
18 position is. And, the burden of proof is on the Defendant
19 to establish that by the greater weight of the
20 preponderance of evidence. Just like the burden of proof
21 is on her to prove her case, the burden of proof is on the
22 City to establish this idea of Comparative Contributory
23 Negligence.

24 Now, how does that work? How does that work? If
25 both parties were negligent, at fault in causing this

1 accident, you have to look at both the quantity and the
2 quality of any negligent act. And, you must assign a
3 number to that and the sum of those two numbers must
4 always equal one hundred (100). The sum of the numbers
5 that you assign to the negligent act of the Plaintiff and
6 the negligent act of the Defendant must always equal one
7 hundred (100) remember that.

8 Now, what do you do with those numbers? And, I am
9 just going to pick out some numbers and use for purposes
10 of illustration to you and to help you in regards to this.
11 If you use -- if this idea has any relevance and any
12 importance and you use it in your decision in this case.
13 All right, for the purposes of argument, let's say that
14 you find that the Plaintiff or we will use just (P) that's
15 a (P), Plaintiff was 10 percent at fault, and the
16 Defendant was 90 percent at fault. When you compare both
17 the quantity and the quality, then a negligent act on the
18 part of both parties, as I said, must always equal one
19 hundred (100).

20 If you find that the Plaintiff was 10 percent at
21 fault and the Defendant was 90 percent at fault, what does
22 that mean in terms of your verdict? In terms of the
23 dollar amount of your verdict? You would take away the 10
24 percent that she was at fault from what she otherwise
25 would be entitled to and then again, I'm just going to

1 have to pick some number to illustrate that part. Let's
2 say what she would have otherwise been entitled to without
3 reference to her negligence was \$1,000. You would take
4 away 10 percent of that \$100 and she would only be
5 entitled to be paid \$900 by the Defendant.

6 20 percent at fault, take away 20 percent she would
7 only be entitled to \$800, all the way up to 50/50, 50
8 percent to 50 percent. And, you take away 50 percent from
9 her -- from \$1,000 and she would be entitled to \$500.
10 But, if the Plaintiff, in your view, the Plaintiff was 51
11 percent and the Defendant was only 49 percent, that's
12 zero. If she was more at fault then the City was under
13 the law of Comparative Contributory Negligence in South
14 Carolina, she doesn't get anything.

15 But anything other than that, if she is 50/50 or
16 less at fault, then she -- all you do is you subtract the
17 percentage of at fault that she was from what she
18 otherwise would be entitled to be paid by the Defendant,
19 and that's what your verdict would be. So, that's the way
20 the doctrine of Comparable Contributory Negligence works
21 in a case like this.

22 And, as I said, don't read into the fact that I
23 came down here to explain that to you by using the board
24 that you think I think that's what you should do in anyway
25 shape, form, or fashion. It is just that, that idea soaks

1 up in certain respects and so unusual in certain respects
2 that I found that that's the best way to explain that idea
3 to juries. You don't even have to reach that point in
4 doing that if you find that the Defendant, of course, has
5 not established by the greater weight of the preponderance
6 of the evidence that she was negligent in causing this
7 accident.

8 Now, your verdict must be unanimous. All twelve of
9 you must agree on what the verdict is before you can come
10 back in the courtroom and tell us that you've reached a
11 verdict. In order to have a majority verdict, all twelve
12 of you must agree. You'll have with you in the jury room
13 the physical evidence as introduced. You will also have
14 with you this piece of paper and I would ask you to use it
15 to let us know what your verdict is.

16 I've written at the top here verdict and the two
17 popular verdicts. The first one I've written here is that
18 we find for Kristin A. Busillo and against the City of
19 North Charleston blank dollars actually damages and the
20 place for the Foreman to sign. If under the facts that
21 you find them to be and under the laws as I have explained
22 to you the law to be, you find that she has met her burden
23 of proof, proving her damages by the greater weight of
24 preponderance of the evidence, and that the Defendant has
25 not met her burden of proof proving that she was more

1 contributory negligent than he was -- than she was in
2 causing this accident, then you would write in the dollar
3 amount that you find in her favor, sign your name below
4 that, because that's your verdict.

5 The other possible verdict is, we find for the City
6 of North Charleston and a place for the Foreman to sign.
7 If under the facts you find them to be and under the law
8 as I have explained you the law to be, you find that she
9 has not met her burden of proof, or that the Defendant has
10 met his burden of proof, proving Comparative Contributory
11 Negligence as I have explained that to you by her
12 negligence being 51 percent or more, then you would sign
13 below that form of verdict and she would not be entitled
14 to be paid anything by the Defendant in this case.

15 So, I am going to ask you to go to the jury room.
16 Don't start your deliberations yet as you can tell, I have
17 been looking at some notes from time to time in my talking
18 with you, discussing this case with you. I need to look
19 over my notes to make sure I have told you everything I
20 need to tell you. If I have, I'll send the verdict form
21 along with the physical evidence to the jury room and you
22 will know at that time you can begin deliberations. If I
23 have overlooked something, I will bring you back out and
24 tell you what I've overlooked before I let you start your
25 deliberations. So, if you would go to the jury room,

1 please.

2 (Whereupon, the jury left the courtroom at 4:25)

3 *THE COURT:* Exceptions to the charge?

4 *MR. ROBINSON:* None, Your Honor.

5 *THE COURT:* Defendant?

6 *MR. DORSEL:* Your Honor, we have a verdict form
7 that I apologize I didn't submit, but I will request the
8 Court consider that verdict form?

9 *THE COURT:* All right, no, I am going to do it the
10 way I did it. I will give that to the Court reporter.
11 But, I think that mine covers it along with my
12 instructions.

13 *COURT REPORTER:* Gentlemen, three exhibits to go
14 back, you agree? One, two, and six.

15 *THE COURT:* All right. Give them the physical
16 evidence.

17 *MR. DORSEL:* Your Honor, the only question I have
18 is this Exhibit 2, the repair bill. I objected to it and
19 I can't remember---

20 *THE COURT:* I overruled it.

21 *MR. DORSEL:* You overruled. All right.

22 *THE COURT:* Okay.

23 (Whereupon, the evidence was taken to the jury room
24 at 4:27).

25 *THE COURT:* Okay. Thank you. Please be seated. I

EXPENSES FOR KRISTIN BUSILLO

PROPERTY DAMAGE

DEPRECIATION	\$ 1,850.00
REPAIRS	\$ 3,677.89
RENTAL VEHICLE	\$ 506.81
TOTAL PD EXPENSES	\$ 6,034.70

MEDICAL DAMAGES

EAST COOPER INTERNAL MEDICINE	\$ 94.00
CHARLESTON PHYSICAL THERAPY	\$ 1,699.00
TOTAL MEDICAL EXPENSES	\$ 1,793.00

TOTAL EXPENSES **\$7,827.70**



ACCOUNT CHARGE ACTIVITY SUMMARY

ANTOR: 0124-1488 BUSILLO, KRISTIN
ENT:

1	CODE	DESCRIPTION	PATIENT	PHYSICIAN				
*	BILL AMOUNT							
01	010	99213	OFFICE/OUTPATIENT VISIT EST	KRISTIN	BUSILLO	FEELY, THOMAS A		
		94.00	94.00	0.00		0.00	0.00	0.00
							0.00	
								0.00

***** INSTANT BILL *****

ACCT:83857

DATE:12/30/10

PAGE 1 OF 2

CHARLESTON PHYSICAL THERAPY
PO BOX 629
NAULDIN, SC 29662-0629

OFFICE PH:866-679-1600

HOME PH:

BUSINESS PH:843-789-8995

EXT:

PAT NAME

APPOINTMENT

MS. KRISTIN BUSILLO
3320 BILLINGS ST.
MT PLEASANT, SC 29466

KB KRISTIN BUSILLO

DIAGNOSIS

1-781.92
2-723.1
3-719.58
4-728.2

NUM DOCTOR

TAX ID

2 KATHERINE M HOUSTON P 57-0735836
21 JODIE RUSH PT 57-0735836

DATE	DR	PAT	DIAG	TCODE	MOD	DESCRIPTION	CHARGE	CREDIT	BALANCE
08/24/10	21	KB	1234	97001	GP	PHYSICAL THERAPY E	145.00		145.00
08/24/10	21	KB	1234	97140	GP	MANUAL THERAPY-15 (DAYS/UNITS = 2)	106.00		251.00
08/31/10	21	KB	1234	97140	GP	MANUAL THERAPY-15 (DAYS/UNITS = 3)	159.00		410.00
09/02/10	21	KB	1234	97140	GP	MANUAL THERAPY-15 (DAYS/UNITS = 2)	106.00		516.00
09/02/10	21	KB	1234	97110	GP	THERAPUTIC EXERCIS	57.00		573.00
09/07/10	21	KB	1234	97032	GP	E-STIM, MANUAL, 15	36.00		609.00
09/07/10	21	KB	1234	97140	GP	MANUAL THERAPY-15	53.00		662.00
09/07/10	21	KB	1234	97110	GP	THERAPUTIC EXERCIS	57.00		719.00
09/14/10	2	KB	1234	97032	GP	E-STIM, MANUAL, 15	36.00		755.00
09/14/10	2	KB	1234	97140	GP	MANUAL THERAPY-15 (DAYS/UNITS = 2)	106.00		861.00

CONTINUED ON NEXT FORM

***** INSTANT BILL ***** ACCT:83857 DATE:12/30/10 PAGE 2 OF 2

CHARLESTON PHYSICAL THERAPY
PO BOX 629
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21 JODIE RUSH PT 57-0735836

DATE	DR	PAT	DIAG	TCODE	MOD	DESCRIPTION	CHARGE	CREDIT	BALANCE
09/14/10	2	KB	1234	97110	GP	THERAPUTIC EXERCIS	57.00		918.00
09/16/10	2	KB	1234	97140	GP	MANUAL THERAPY-15 (DAYS/UNITS = 2)	106.00		1024.00
09/16/10	2	KB	1234	97110	GP	THERAPUTIC EXERCIS	57.00		1081.00
09/21/10	21	KB	1234	97035	GP	ULTRASOUND, 15 MIN	30.00		1111.00
09/21/10	21	KB	1234	97140	GP	MANUAL THERAPY-15	53.00		1164.00
09/21/10	21	KB	1234	97110	GP	THERAPUTIC EXERCIS (DAYS/UNITS = 2)	114.00		1278.00
09/23/10	21	KB	1234	97035	GP	ULTRASOUND, 15 MIN	30.00		1308.00
09/23/10	21	KB	1234	97140	GP	MANUAL THERAPY-15	53.00		1361.00
09/23/10	21	KB	1234	97110	GP	THERAPUTIC EXERCIS	57.00		1418.00
09/28/10	21	KB	1234	97140	GP	MANUAL THERAPY-15	53.00		1471.00
09/28/10	21	KB	1234	97110	GP	THERAPUTIC EXERCIS (DAYS/UNITS = 2)	114.00		1585.00
10/12/10	21	KB	1234	97110	GP	THERAPUTIC EXERCIS (DAYS/UNITS = 2)	114.00		1699.00

REF PHYS : FREELY, THOMAS A.

TAX ID:

MESSAGES REF STATE: SC

LIC # :

TOTAL: \$1699.00

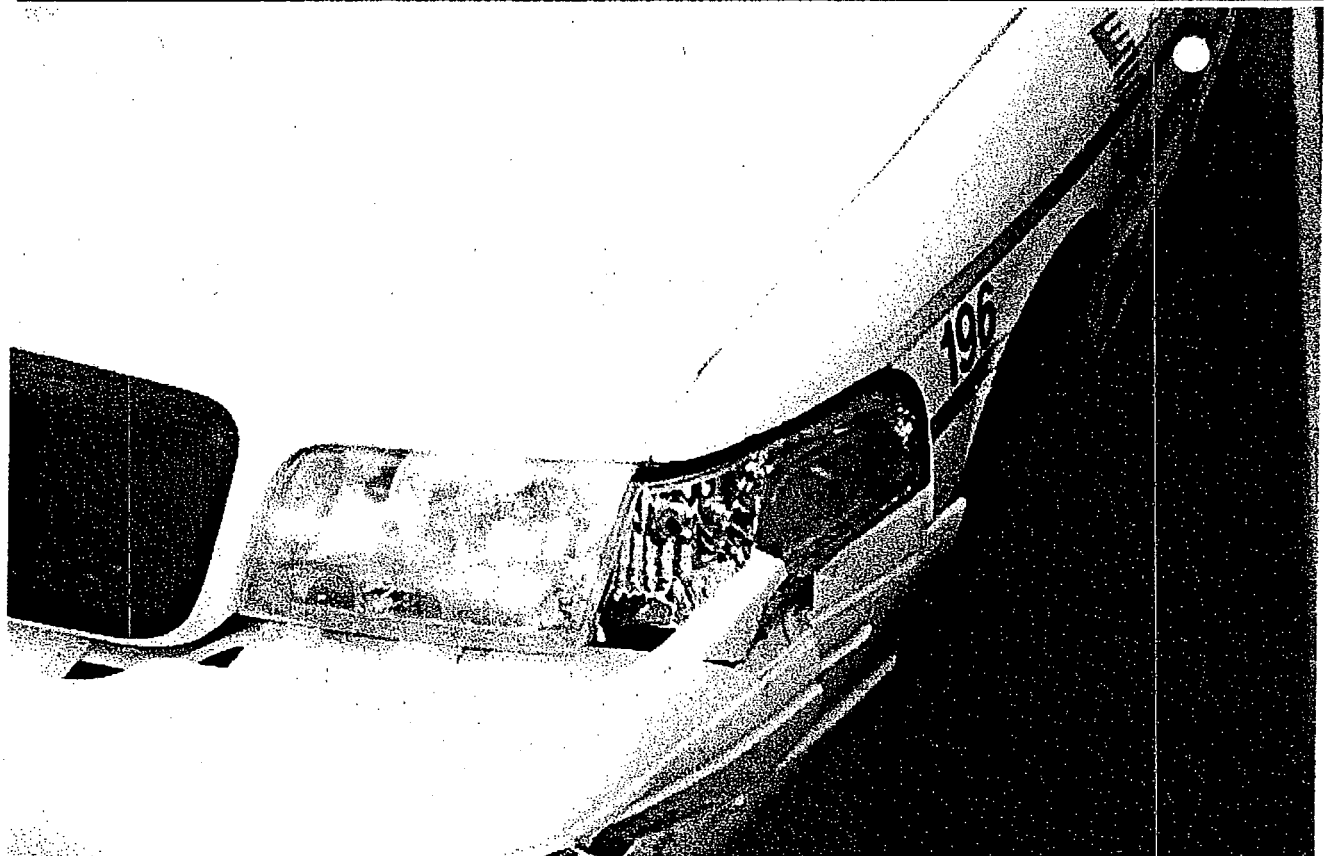
* The Balance shown may not be the entire Account Balance.
It only reflects the transactions listed on this statement.

IF ANY QUESTIONS PLEASE CALL 1-866-679-1600 EXTENSION 315

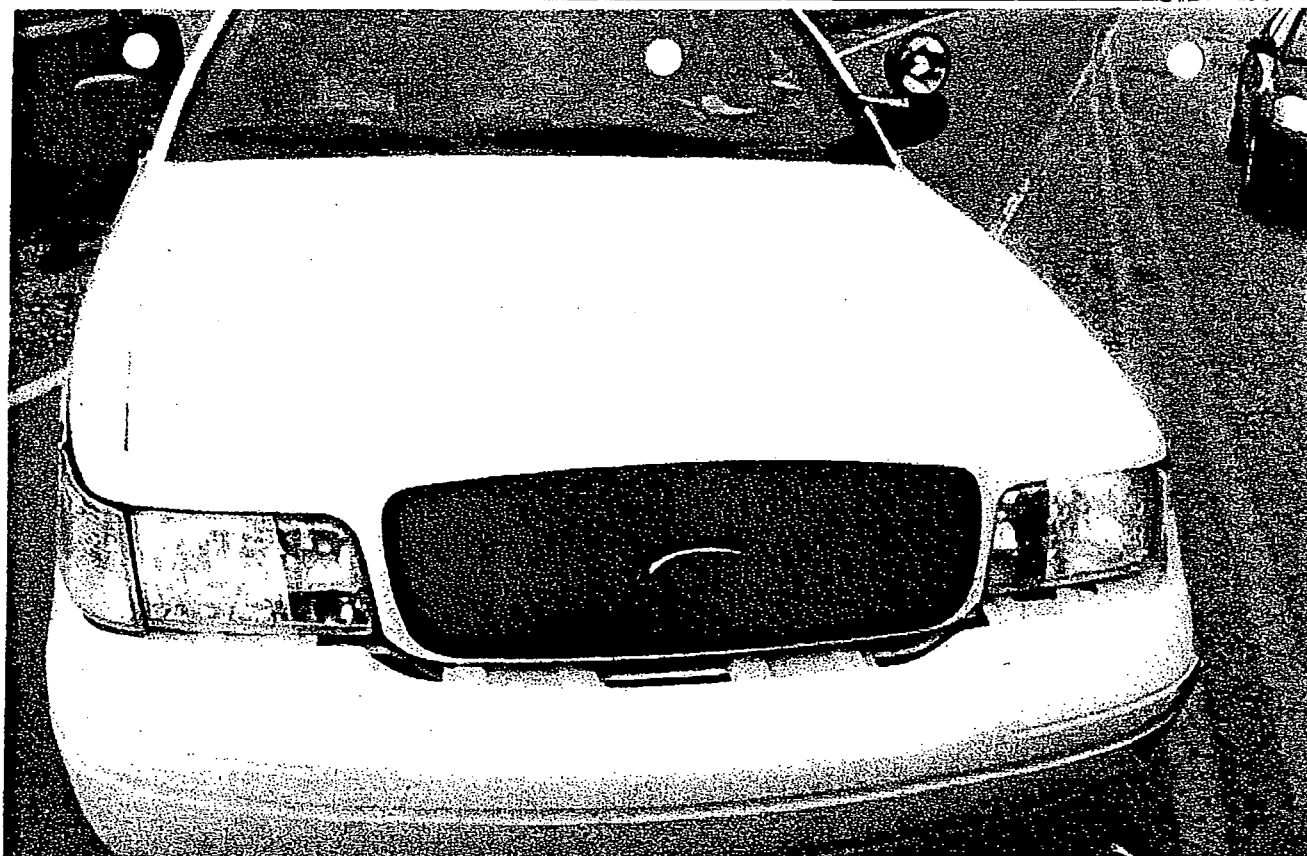
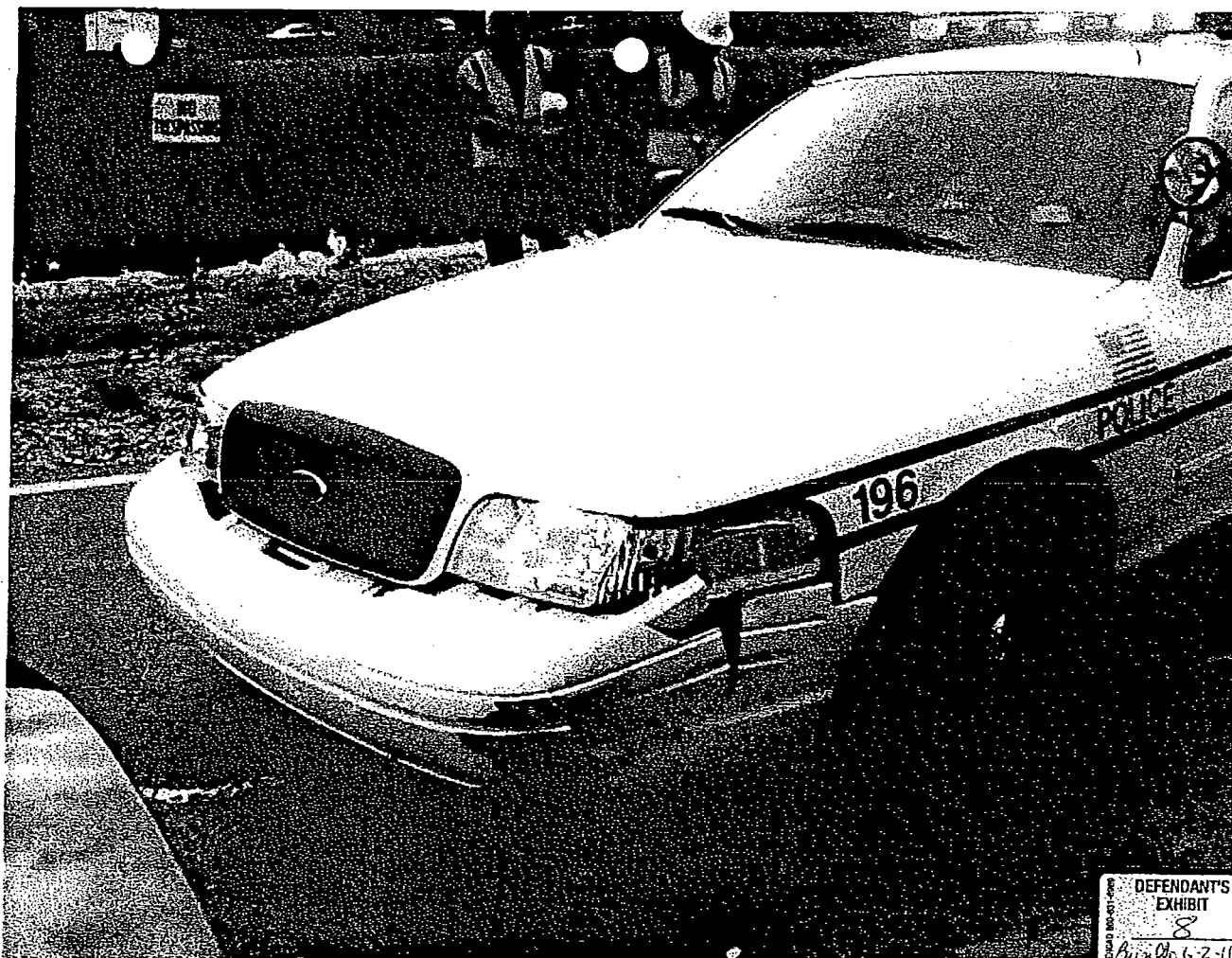




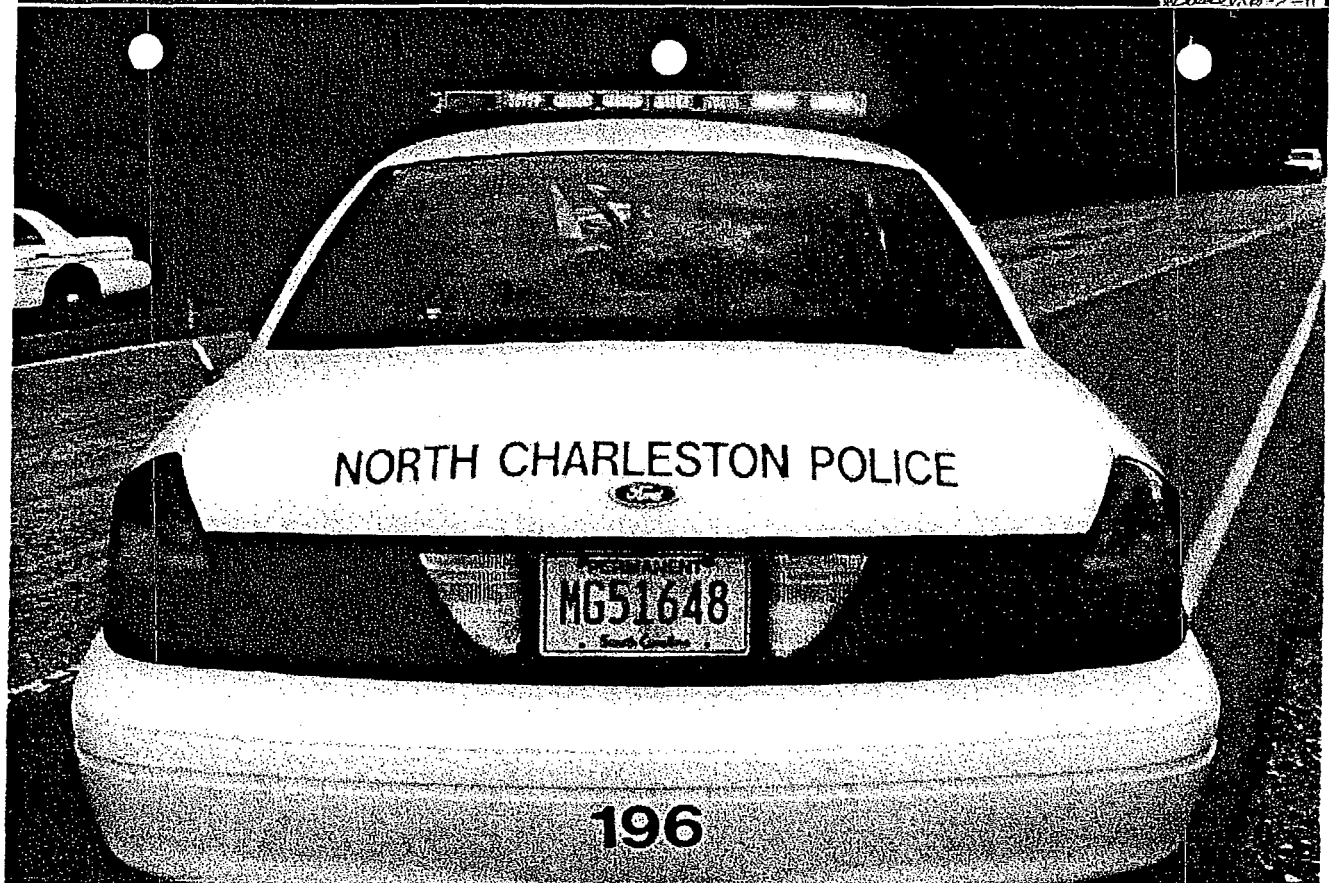
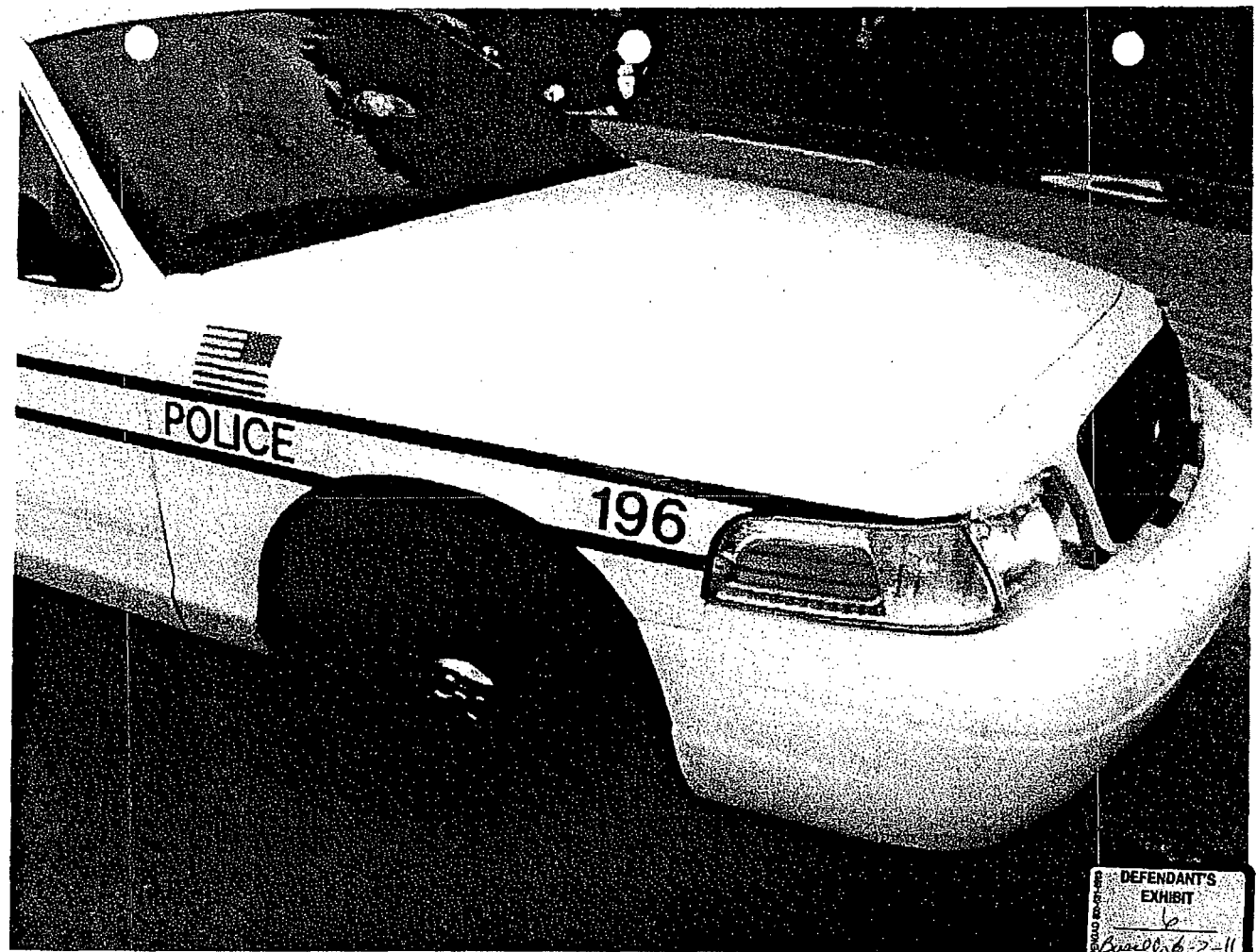




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10815 DAVID TAYLOR DR, CHARLOTTE, NC 28262
1-800-755-5288
SUPPLEMENT REQUESTS MUST BE APPROVED PRIOR TO REPAIR
FAX LINE BY LINE SUPPLEMENTS TO: 866-366-8599 FOR SC - 866-863-3008 FOR NC

*** PRELIMINARY SUPPLEMENT 1 ***

S1

08/27/2010 11:16 AM
09/28/2010 02:23 PM

Owner

Owner: KRISTEN BUSILLO
Address: 3320 BILLINGS ST
City State Zip: MT PLEASANT, SC 29466-6880

Work/Day: (843)566-3828
FAX:

Control Information

Loss Date/Time: 08/16/2010
Deductible: \$500.00

Loss Type: Collision

Work/Day: (843)442-7221
FAX: (877)455-0041
Work/Day: (800)755-5288

Insured: KRISTEN BUSILLO
Address: 3320 BILLINGS ST
City State Zip: MT PLEASANT, SC 29466-6880

Work/Day: (843)566-3828
FAX:

Inspection

Inspection Date: 09/28/2010
Inspection Location: Hendrick Collision
City State Zip: Charleston, SC 29407
Primary Impact: Right Front Side
Driveable: Yes

Inspection Type: Field
Contact:
FAX:
Secondary Impact: Right Side
Rental Assisted:

Assigned Date/Time:

Received Date/Time: 08/27/2010 11:05 AM

Appraiser Name: Kenyon Rump
Address: 10815 David Taylor Dr Suite 2
City State Zip: Charlotte, NC 28262

Appraiser License #: 401527
Work/Day: (843)259-8064
FAX: (877)455-0041
FAX:

Orig Appraiser Name: MARSHALL HOGAN
Address: 10815 David Taylor Dr.
City State Zip: Charlotte, NC 28262

Appraiser License #: 187667
Work/Day: (843)442-7221
FAX:

Repairer

Repairer: Rick Hendrick Collision
Address: 1500 SAVANNAH HWY
City State Zip: CHARLESTON, SC 29407

Contact:
Work/Day: (843)402-6644
FAX:

Remarks

THIS ESTIMATE IS BASED ON VISUAL DAMAGE SEEN AT THE TIME CAR WAS INSPECTED.

Vehicle

2004 BMW 325ci STD 2 DR Convertible
6cyl Gasoline 2.5
5 Speed Automatic

09/28/2010 02:38 PM

Page 1 of 7

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Lic. Plate: DMY 930
 Lic. Expire:
 Prod Date:
 Veh Insp#:
 Condition:
 Ext. Color: BLUE
 Ext. Refinish: Two-Stage

Lic State: SC
 VIN: WBABW33494PL32908
 Mileage: 69,002
 Mileage Type: Actual
 Code: 41304B
 Int. Color:
 Int. Refinish:

Options

AM/FM CD Player
 Aluminum/Alloy Wheels
 Center Console
 Dual Airbags
 Heated Power Mirrors
 Leather Steering Wheel
 Power Brakes
 Power Windows
 Roll/Over Bar
 Sirg Wheel Radio Control
 Tilt Steering Wheel
 Trip Computer

Air Conditioning
 Anti-lock Brakes
 Climate Control For A/C
 Dual Power Seats
 Intermittent Wipers
 Lighted Entry System
 Power Door Locks
 Rear Window Defroster
 Side Airbags
 Tachometer
 Tinted Glass
 Vinyl Seats

Alarm System
 Automatic Dimming Mirror
 Cruise Control
 Fog Lights
 Keyless Entry System
 Onboard Computer
 Power Steering
 Rem Trunk-L/Gate Release
 Stability Cntrl Suspensn
 Telescopic Steering Whl
 Traction Control System

Damages

Line	Op	Guida	MC Description	MFR Part No.	Price	ADJ% R%	Hours	R
1	N	6	Front Bumper Assy R&I	Additional Labor		S1	0.8	SM
2	E	42	01 Headlamp Assy, Halogen RT	63126920606	\$384.00	S1	INC	SM
3	N	973	Headlamps Aim	Additional Labor		S1	0.4	SM
4	E	402	# Lamp, Side Marker RT	63136920606	\$30.13	S1	INC	SM
			# = 01, 46					
5	I	106	07 Pnl Assembly, Inr Fndr RT	Repair			2.5*	SM
6	L	106	Pnl Assembly, Inr Fndr RT	Refinish			0.2*	RF
				0.2 Surface				
7	E	104	Fender, Front RT	41347065264	\$332.50	S1	2.5	SM
8	L	104	Fender, Front RT	Refinish			2.9	RF
				2.0 Surface				
				0.5 Edge				
				0.4 Two-stage				
9	E	94	Mldg, Fender Side RT	51137001042	\$23.20		0.2	SM
10	L	94	13 Mldg, Fender Side RT	Refinish			1.2	RF
				0.5 Surface				
				0.6 Two-stage setup				
				0.1 Two-stage				
11	I	113	Skirt, Inner Fender RT	Repair			0.3*	SM
12	RI	801	Airbag, Qtr Panel RT	R & I Assembly		S1	0.7	ME
13	I	188	07 Panel, Rocker RT	Repair		S1	1.0*	SM
14	L	188	Panel, Rocker RT	Refinish		S1	1.2	RF
				1.0 Surface				
				0.2 Two-stage				
15	EU	208	Door Assembly, Front RT	RECYCLED PART	\$750.00*	+25.00 S1	2.4	SM
16	L	208	Door Shell, Front RT	Refinish		S1	3.3	RF
				1.9 Surface				
				1.0 Edge				
				0.4 Two-stage				
17	RI	158	Mldg, Front Door Belt RT	R & I Assembly		S1	0.6	SM
18	EU	179	Mldg, Front Door Side RT	RECYCLED PART		S1	0.3	SM
19	L	179	Mldg, Front Door Side RT	Refinish			0.6	RF
				0.5 Surface				
				0.1 Two-stage				
20	RI	242	Mirror, Outer R/C RT	R & I Assembly		S1	0.3	SM
21	RI	216	Glass, Front Door T RT	R & I Assembly		S1	0.6	SM
22	RI	218	Reg, Front Door Glass RT	R & I Assembly		S1	0.3	SM
23	RI	222	Lock, Front Door RT	R & I Assembly		S1	INC	SM
24	RI	109	Handle, Front Door Qtr RT	R & I Assembly		S1	0.4	SM
25	BR	397	Door, Fuel Filler RT	Blend Refinish		S1	0.2	RF
				0.1 Blend				
				0.1 Two-stage				

26	RI	134	Midg,Quarter Side RT	R & I Assembly	S1	0.2	SM
27	I	614	Roll Bar LT	Repair	S1	1.0*	ME*
			>> align				
28	I	615	Roll Bar RT	Repair	S1	1.0*	ME*
			>> align				
29	N	534	Taillamp Assembly, Otr RT	Additional Labor	S1	0.4	SM
30	N	566	Rear Bumper Assy R&L	Additional Labor	S1	0.7	SM
31	I		RESET REAR SEAT ROLL BARS	Repair		1.0*	SM*
32	E		uniside connector	Replace OEM	S1	3.0*	SM*
33	SB		clear codes	Sublet Repair	S1		SM*
34	L		tint for color match	Refinish	S1	1.0*	RF*
34	Items						

MC Message

01 CALL DEALER FOR EXACT PART # / PRICE
 07 STRUCTURAL PART AS IDENTIFIED BY I-CAR
 13 INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE
 46 PRINTABLE ALTERNATE PARTS COMPARE

Estimate Total & Entries

Gross Parts	\$828.68	
Other Parts	\$750.00	
Paint Materials	\$275.60	
Line Item Markup	\$187.50	
Parts & Material Total		\$2,041.78
Tax on Parts & Material	@ 7.500%	\$153.13

Labor	Rate	Replace Hrs	Repair Hrs	Total Hrs	
Sheet Metal (SM)	\$42.00	10.8	7.1	17.9	\$751.80
Mech/Elec (ME)	\$95.00	0.7	2.0	2.7	\$256.50
Frame (FR)	\$45.00				
Refinish (RF)	\$42.00	10.6		10.6	\$445.20
Paint Materials	\$26.00				

Labor Total	31.2 Hours	\$1,453.50
Sublet Repairs		\$129.50
Gross Total		\$3,777.89

Alternate Parts Y/01/00/00/01/01 CUM 01/00/00/01/01 Zip Code: 29405 SE SOUTH SC 1ST 12/08

Audatex Estimating 6.0.217 S1 09/28/2010 02:38 PM REL 6.0.217 DT 08/01/2010
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1.9 HRS WERE ADDED TO THIS ESTIMATE BASED ON AUDATEX'S TWO-STAGE REFINISH FORMULA.

ENTERPRISE LEASING COMPANY - SOUTHEAST, 1500 SAVANNAH HIGHWAY, CHARLESTON, SC 294077821 (843) 769-5833

RENTAL AGREEMENT
889208

REF#
84FR4N

RENTER
BUSILLO, KRISTEN

DATE & TIME OUT
09/07/2010 08:07 AM
DATE & TIME IN
09/23/2010 05:09 PM

BILLING CYCLE
CALENDAR DAY

VEH #1 2010 CHEV IMPA 4DLS
VIN# 2G1WA5EK5A1165104
LIC# 598YSD
MILES DRIVEN 2004

SUMMARY OF CHARGES

Charge Description	Date	Quantity	Per	Rate	Total
TIME & DISTANCE	09/07 - 09/23	17	DAY	\$26.50	\$450.50
REFUELING CHARGE	09/07 - 09/23				\$0.00
YOUNG DRIVER FEE (18-99)	09/07 - 09/23			WAIVED	
Subtotal:					\$450.50
Taxes & Surcharges					
SALES TAX	09/07 - 09/23			7.5%	\$33.79
SC RENTAL SURCHARGE	09/07 - 09/23			5%	\$22.52
Total Charges:					\$506.81

Bill-To / Deposits

TIME & DISTANCE	09/07 - 09/23	17	DAY		
REFUELING CHARGE	09/07 - 09/23				
SALES TAX	09/07 - 09/23	1	PERCENT	7.5%	
SC RENTAL SURCHARGE	09/07 - 09/23	1	PERCENT	5%	
Subtotal:					(\$506.81)

Total Amount Due \$0.00

PAYMENT INFORMATION
AMOUNT PAID TYPE

CREDIT CARD NUMBER

9/23/2010

CLASSIC AUTO APPRAISALS

P. O. BOX 60206, CHARLESTON, SC 29419-0206

☎(843) 762-1547

☎(843) 747-3257

MOBILE ☎(843) 514-2521

DATE

JUNE 13 2011

LICENSE #213406571

VEHICLE
MAKE

BMW

MODEL

325CI

BODY

CONVERTIBLE

ENGINE

6 OHV

TRANS

AUTO

EXT. COLOR

DK BLUE

INT. TAN

COLOR LEATHER

YEAR

2004

V.I.N.

WBABW33494PL32908

MILEAGE

82702

EQUIPMENT

CD - BLUE TOP ALL-POWER EQUIPPED

APPRAISAL
COMMENTS:

VEHICLE DUSTY WITH SOME TREE SAP ON IT

L/DOOR (OUTSIDE) HANDLE HAS PAINT WORN OFF;

HOOD GAPS (ALIGNMENT) IS IMPROPER - AS IS TRUNK LID;

R/SIDE OF TRUNK OPENING HAS CUT LINES WHERE PAINTED;

SOME HEAVY PAINT AT SCULPT LINE RIGHT DOOR;

SOME DIRT IN PAINT - GOOD COLOR MATCH

VEHICLE HAS LOW MILES

RETAIL
MARKET
VALUE:

DEPRECIATION:

\$1800 - 1900

CUSTOMER
APPRAISAL
FEE:

WILLIAM GREEN ESQ RE: KIRSTEN BUSILLO

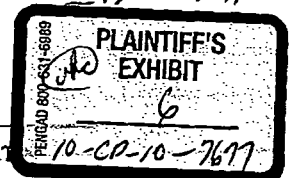
\$165.00

PLEASE PAY PROMPTLY

SIGNED:

FRANK R. TROY III

JACK L. MARTIN





QBE Specialty Insurance

One Fernandina Court
Columbia, SC 29210
Direct: 803.612.7770
Toll: 800.962.1625 x5770
Fax: 803.407.5545
chad.joel@qbeamarticas.co

August 24, 2010

Kristin Busillo
3320 Billings Street
Mt. Pleasant, SC 29466

COPY
8/24/10

RE: Claim No: SCL00526
Date of Loss: 08/16/10
Our Insured: City of North Charleston
Re: 2004 BMW 325CI

Dear Ms. Busillo:

Our obligation as an insurer is to pay all losses for which our policyholder is legally liable. In our desire to be fair in our decision, we are guided by all the information available to us, including reports from our insured, you, and any witnesses acquainted with the facts.

Based on the information, which we have, about this accident, we do not believe that our insured is legally liable for the property damage to your 2004 BMW 325CI.

Our investigation revealed that you failed to yield to an emergency vehicle with flashing blue lights and that you tried to pass over the double yellow lines when you made contact with our insured's marked stopped police vehicle.

In summary, you are the party responsible for this loss. For the above listed reason(s), we are unable to make any payments to you for your injuries and/or the property damage to your 2004 BMW 325CI.

Should you have any questions or concerns, please feel free to contact me at the telephone number listed below.

Sincerely,

Chad Joel
Claims Adjuster
Ph# (803) 612-7770
Fax# (803) 407-5545

Cc: City of North Charleston



QBE Specialty Insurance

One Fernandina Court
Columbia, SC 29210
Direct: 803.612.7770
Toll: 800.962.1625 x5770
Fax: 803.407.5545
chad.joel@qbeamericas.co

September 8, 2010

Keith Robinson
Law Office of William A Green, LLC
PO Box 70306
N. Charleston, SC 29415

RE: Claim No: SCL00526
 Date of Loss: 08/16/10
 Our Insured: City of North Charleston
 Your Client: Kristin Busillo

Dear Mr. Robinson:

We are in receipt of your letter of representation regarding the above referenced client.

Attached is a copy of our liability denial letter dated 08/24/10 for your review.

Per your letter dated 09/02/10, you would like to discuss this matter. When you get a chance, please give me a call.

Sincerely,

Chad Joel
Claims Adjuster
Ph# (803) 612-7770
Fax# (803) 407-5545

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	NINTH JUDICIAL CIRCUIT
CHARLESTON COUNTY	)	CASE NO.: 2010-CP-10-7677
	)	
KRISTIN A. BUSILLO,	)	
	)	
Plaintiff,	)	PLAINTIFF'S RESPONSES TO
	)	DEFENDANT'S
	)	REQUEST FOR PRODUCTION
	)	
CITY OF NORTH CHARLESTON	)	
	)	
Defendant.	)	
_____	)	

TO: ROBIN L. JACKSON, ATTORNEY FOR DEFENDANT

1. Any and all records, including statements, bills, and medical reports, pertaining to the damages and injuries claimed by the party as a result of the incident which is the subject matter of the action or pertaining to the allegations set forth in plaintiff's Complaint.

ANSWER:

- a. Medical bills and records as prepared by East Cooper Internal Medicine.
- b. Medical bills and records as prepared by Charleston Physical Therapy.

2. Any and all books, records, reports, photographs, moving pictures, written statements, memoranda, court reporting, photographs, video tapes, audio tapes, computer records or disks, e-mails or reports, drawings, charts maps, diagrams, models, recordings or other documentary materials or tangible objects relating in any way to the claims or defenses or allegations of liability and damages in this matter, which the party possesses whether or not she intends to offer evidence as exhibits or present at the trial of the case.

ANSWER:

- a. Medical bills and records as prepared by East Cooper Internal Medicine.
- b. Medical bills and records as prepared by Charleston Physical Therapy.
- c. South Carolina Traffic Collision Report.

d. **Thirty-six (36) photographs of the Plaintiff's vehicle and scene of the accident.**

3. List copies of any and all transcripts of criminal, civil or administrative proceedings in possession of party, and/or counsel, that relate to the claims in this case.

ANSWER: None.

4. Copies of all records and documents obtained by party or any counsel she may have retained pursuant to medical authorization and requests and/or subpoena as provided for in Rule 45 (c) (2) (A), SCRPC if applicable.

ANSWER:

- a. **Medical bills and records as prepared by East Cooper Internal Medicine.**
- b. **Medical bills and records as prepared by Charleston Physical Therapy.**

5. With regard to any medical or hospital records and documents of the Plaintiff as referred to in Request 4 above, which are in existence but are not physically in possession or custody of the Plaintiff or the Plaintiff's attorney, but which are in the Plaintiff's control, the Defendant requests that the Plaintiff sign the attached medical release so that the defendant may obtain medical records, pursuant to HIPPA, from each doctor or hospital where records exist.

ANSWER: Plaintiff will not comply with Defendant's request for a signed HIPPA authorization.

6. If you have a report from an expert witness, produce a copy of the same. Produce a complete copy of said expert witness' file; of all memoranda, reports, correspondence, records and other documents said expert has considered with respect to this claim; and an up to date curriculum vitae for each witness.

ANSWER: Plaintiff has not reserved the services of any expert witnesses at this time. Any or all physicians may testify. Plaintiff reserves the right to supplement this Interrogatory at any time.

7. A clear copy of the front and back of the party's driver's license.

ANSWER: To be supplemented.

8. A clear recent photograph of the Plaintiff showing her full face.

ANSWER: Enclosed.

9. A set of clear color copies showing any and all of the Plaintiff's physical injuries and/or the damage to her vehicle.

ANSWER: Thirty-six (36) photographs of the Plaintiff's vehicle and scene of the accident.

10. Copies of any and all documents received by the party or her counsel, pursuant to Freedom of Information Act request or other non-medical authorization request.

ANSWER: None at this time.

11. Copies of any and all documents listed in party's answers to Defendant's First Set of Interrogatories.

ANSWER:

- a. Medical bills and records as prepared by East Cooper Internal Medicine.
- b. Medical bills and records as prepared by Charleston Physical Therapy.
- c. South Carolina Traffic Collision Report.
- d. Thirty-six (36) photographs of the Plaintiff's vehicle and scene of the accident.

12. Any documents which support the Plaintiff's claim for damages, to include lost wages information, medical expenses, property damage, etc.

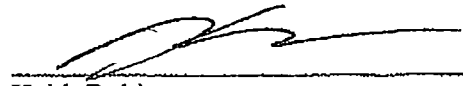
ANSWER:

- a. Medical bills and records as prepared by East Cooper Internal Medicine.
- b. Medical bills and records as prepared by Charleston Physical Therapy.
- c. South Carolina Traffic Collision Report.
- d. Thirty-six (36) photographs of the Plaintiff's vehicle and scene of the accident.

13. If a claim of privilege is made concerning any of the above requests, please identify the statement, document, or item as to subject, date, to whom from, and why privileged is claimed.

ANSWER: Plaintiff has not made any claims of privilege.

Law Office of William A. Green



Keith Robinson
Attorney for Plaintiff
PO Box 70306
North Charleston, SC 29415
(843) 747-2455

North Charleston, South Carolina

This 30 day of December 2012.

STATE OF SOUTH CAROLINA)
)
CHARLESTON COUNTY)
)
KRISTIN A. BUSILLO,)
)
Plaintiff,)
)
v.)
)
CITY OF NORTH CHARLESTON)
)
Defendant.)
_____)

IN THE COURT OF COMMON PLEAS
NINTH JUDICIAL CIRCUIT
CASE NO.: 2010-CP-10-7677

**PLAINTIFF'S RESPONSES TO
DEFENDANT'S INTERROGATORIES**

TO: ROBIN L. JACKSON, ATTORNEY FOR DEFENDANT

1. Give the names and addresses of persons known to the parties or counsel to be witness concerning the facts of the case; indicate whether or not written or recorded statements have been taken from the witnesses; indicate who has possession of any such statements; and for each witness names, set forth a summary sufficient to inform the defendant of the important facts known to or observed by such witness.

ANSWER:

- a. **Kristin Busillo**
3320 Billings Street
Mt. Pleasant, SC 29466
Plaintiff is not in possession of any statements at this time. Plaintiff is expected to testify as to the facts and circumstances surrounding the accident.
- b. **Ryan Kristopher Terrell**
105 Niblick Road
Summerville, SC 29483
Plaintiff is not in possession of any statements at this time. Ryan Terrell is expected to testify as to the facts and circumstances surrounding the accident.
- c. **Lynn Snell**
Address to be supplemented. Lynn Snell is expected to testify as to the facts and circumstances surrounding the accident.

- d. **Officer JA Cardona**
SC Highway Patrol
PO Box 1498
Columbia, SC 29202
Plaintiff is in possession of the South Carolina Traffic Collision Report. Officer Cardona is expected to testify as to his findings and opinions surrounding the accident.
- e. **Dr. Thomas Feely**
East Cooper Internal Medicine
180 Wingo Way
Suite 306
Mt. Pleasant, SC 29464
Plaintiff is in possession of the medical bills and records. Dr. Feely is expected to testify as to the diagnosis and treatment of Plaintiff.
- f. **Treating Physicians**
Charleston Physical Therapy
180 Wingo Way
Suite 303
Mt. Pleasant, SC 29464
Plaintiff is in possession of the medical bills and records. The treating physician is expected to testify as to the diagnosis and treatment of Plaintiff.

2. Set forth a list of photograph, plats, sketches or other prepared documents in possession of the party and/or counsel that relate to the claim in the case.

ANSWER:

- a. **Medical bills and records as prepared by East Cooper Internal Medicine.**
 - b. **Medical bills and records as prepared by Charleston Physical Therapy.**
 - c. **South Carolina Traffic Collision Report.**
 - d. **Thirty-six (36) photographs of the Plaintiff's vehicle and scene of the accident.**
3. Set forth the names and addresses of all physicians who have treated the party, and all hospitals to which the party has been committed in connection with said injuries and also set forth an itemized statement of all medical costs involved.

ANSWER:

- a. **Dr. Thomas Feely**
East Cooper Internal Medicine

180 Wingo Way
Suite 306
Mt. Pleasant, SC 29464
\$ 569.00

b. Treating Physicians
Charleston Physical Therapy
180 Wingo Way
Suite 303
Mt. Pleasant, SC 29464
\$ 1,699.00

4. Where was the Plaintiff coming from and going to at the time of this accident?

ANSWER: Plaintiff was on break at work and was traveling to a near by gas station.

5. Set forth an itemized statement of all damages, exclusive of pain and suffering, claimed to have been sustained by the party.

ANSWER:

a.	Mt. Pleasant Internal Medicine	\$ 569.00
b.	Charleston Physical Therapy	\$ 1,699.00

6. List the names, addresses and website addresses of each expert witness whom the plaintiff has consulted or proposes to use as a witness at the trial of the case, each opinion that witnesses has or will testify to and the facts upon which that opinion is based.

ANSWER: Plaintiff has not reserved the services of any expert witnesses at this time. Any or all physicians may testify. Plaintiff reserves the right to supplement this Interrogatory at any time.

7. For each person known to the parties or counsel to be a witness concerning the facts of the case, set forth wither a summary sufficient to inform the other party of the important facts known to or observed by such witness, or provide a copy of any written or recorded statements taken from such witness.

ANSWER: Please refer to the Plaintiff's response to Interrogatory #1.

ANSWER: Plaintiff is not claiming lost wages at this time.

13. Did Plaintiff speak with Ptl Ryan Terrell after this collision? If so, what was the conversation?

ANSWER: Plaintiff did not speak with Ptl Ryan Terrell.

14. Did Plaintiff speak to her passenger, Lynn Snell or any other witnesses after this collision? If so, who and what was the content of those conversations?

ANSWER: Plaintiff spoke with Lynn Snell and the responding officers but does not recall the exact conversations.

15. Give the cell phone number, cell phone provider, cell phone provider's contact information for all phones in plaintiff's name and/or possession at the time of the accident.

ANSWER: Plaintiff's cell phone provider is Verizon and her telephone number is (843) 566-3828.

16. Please list all injuries plaintiff alleges that she suffered in this accident starting with the top of the head and going to the feet, and identifying for each, the treatment plaintiff received, whether it was a new injury or an aggravation of a previous injury and the name of the physician who treated it, including any prescription medications taken.

ANSWER: Plaintiff received injuries to her neck and back and left knee and was experiencing headaches.

17. Explain the Plaintiff's reason for reporting that she was not injured at the time the incident report was completed and indicate when she first reported her injuries.

ANSWER: Plaintiff did not experience immediate pain. She believes that she began to feel pain the evening of the accident or possibly the following morning.

18. Is plaintiff still suffering from the effects of any of the injuries identified in #16 above? If so, list the effects of the injuries. Please identify each injury the Plaintiff is no longer

suffering from and when she achieved full recovery.

ANSWER: Plaintiff is no longer suffering from the injuries list. Plaintiff believes that she reached maximum medical improvement in October 2010.

19. Where has plaintiff filled prescriptions over the past five years? Please identify all pharmacies by name and address.

ANSWER: Objection. The Interrogatory is overly broad, unduly burdensome and is unlikely to lead to the discovery of any relevant or admissible evidence.

20. List by type and amount, all alcohol, prescription medications, over the counter medications and illegal drugs consumed by plaintiff for the 24 hour period immediately preceding the subject collision.

ANSWER: Plaintiff did not consume any alcohol, prescription medications, over the counter medications or illegal drugs prior to the collision.

21. Has plaintiff ever been involved in any other motor vehicle accidents? For each, list the date, they type and severity of the accident, whether plaintiff was a driver of a passenger, what injuries plaintiff suffered, whether those injuries had resolved at the time of this accident, and if Plaintiff made any claims or had any claims made against her regarding the accident.

ANSWER: Plaintiff has not been involved in any other accidents.

22. Has plaintiff ever suffered any other injuries that required treatment to any part of her body, including but not limited to slip and falls, work related injuries, sports injuries, etc.

ANSWER: Plaintiff has not suffered any other injuries.

23. Set forth the names and addresses of all insurance companies which have liability insurance coverage relating to the claim and set forth the number of numbers of policies involved and the amount or amounts of liability coverage provided in each policy.

ANSWER:

- a. **QBE Specialty Insurance**
One Fernandina Court
PO Box 212128
Columbia, SC 29210
Policy No.: L144240010
Policy Limits: Unknown at this time.

Law Office of William A. Green



Keith Robinson
Attorney for Plaintiff
PO Box 70306
North Charleston, SC 29415
(843) 747-2455

North Charleston, South Carolina

This 30 day of December 2016.

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	NINTH JUDICIAL CIRCUIT
CHARLESTON COUNTY	)	CASE NO.: 2010-CP-10-7677
	)	
KRISTIN A. BUSILLO,	)	
	)	PLAINTIFF'S FIRST SUPPLEMENTAL
Plaintiff,	)	RESPONSES TO
	)	DEFENDANT'S INTERROGATORIES
v.	)	
	)	
CITY OF NORTH CHARLESTON	)	
	)	
Defendant.	)	
_____	)	

TO: CHRISTOPHER DORSEL, ATTORNEY FOR DEFENDANT

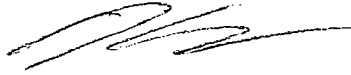
1. Give the names and addresses of persons known to the parties or counsel to be witness concerning the facts of the case; indicate whether or not written or recorded statements have been taken from the witnesses; indicate who has possession of any such statements; and for each witness names, set forth a summary sufficient to inform the defendant of the important facts known to or observed by such witness.

ANSWER:

- a. **Leslie Mitchum**
City of North Charleston Risk Manager
2500 City Hall Lane
North Charleston, SC 29406
Leslie Mitchum is expected to testify as to her knowledge of the accident and any investigations performed by the City of North Charleston.
- b. **City of North Charleston Safety Officer**
2500 City Hall Lane
North Charleston, SC 29406
The Safety Officer is expected to testify as to her/his knowledge of the accident and any investigations performed by the City of North Charleston.

(Signature page to follow)

Law Offices of William A. Green



Keith Robinson
Attorney for Plaintiff
3511 Rivers Avenue
P.O. Box 70306
N. Charleston, SC 29415
(843) 747-2455

North Charleston, South Carolina

9-16, 2011

CERTIFICATE OF SERVICE

I, Meggan J. Grubb, of the Law Offices of William A. Green, LLC, assistant to the attorney for the Plaintiff, do certify that a true copy of Plaintiff's First Supplemental Responses to Defendant's Interrogatories have been served upon opposing counsel by mailing a copy properly addressed with sufficient postage affixed thereto this 16 day of September 2011 to:

Mr. Christopher Dorsel
Senn, McDonald and Leinbach
PO Box 12279
Charleston, SC 29422


Meggan J. Grubb
Litigation Paralegal

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	NINTH JUDICIAL CIRCUIT
CHARLESTON COUNTY	)	CASE NO.: 2010-CP-10-7677
	)	
KRISTIN A. BUSILLO,	)	
	)	PLAINTIFF'S SECOND SUPPLEMENTAL
Plaintiff,	)	RESPONSES TO
	)	DEFENDANT'S INTERROGATORIES
v.	)	
	)	
CITY OF NORTH CHARLESTON	)	
	)	
Defendant.	)	
_____	)	

TO: CHRISTOPHER DORSEL, ATTORNEY FOR DEFENDANT

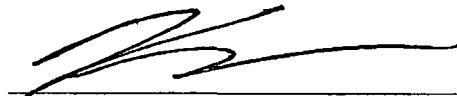
1. Give the names and addresses of persons known to the parties or counsel to be witness concerning the facts of the case; indicate whether or not written or recorded statements have been taken from the witnesses; indicate who has possession of any such statements; and for each witness names, set forth a summary sufficient to inform the defendant of the important facts known to or observed by such witness.

ANSWER:

- a. **Cpt. Ken Hagge**
Central Bureau Commander
North Charleston City Police Department
2500 City Hall Lane
North Charleston, SC 29406
Cpt. Hagge is expected to testify as to his findings regarding the collision which is the subject matter of this litigation.

(Signature page to follow)

Law Offices of William A. Green



Keith Robinson
Attorney for Plaintiff
3511 Rivers Avenue
P.O. Box 70306
N. Charleston, SC 29415
(843) 747-2455

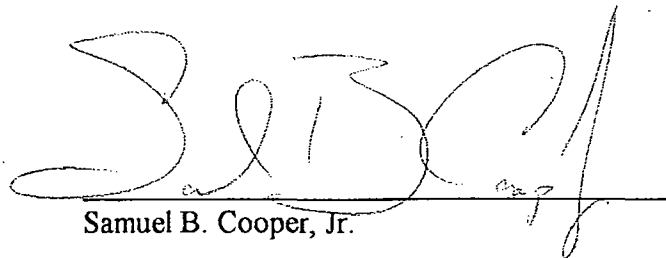
North Charleston, South Carolina

10-11, 2011

CERTIFICATE OF SERVICE

I, Samuel B. Cooper, Jr., of the Law Offices of William A. Green, LLC, do certify that a true copy of Plaintiff's Second Supplemental Responses to Defendant's Interrogatories have been served upon opposing counsel by hand-delivering the same on this 11th day of October 2011 to:

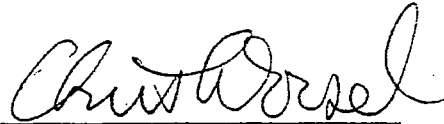
Mr. Christopher Dorsel
Senn, McDonald and Leinbach
PO Box 12279
Charleston, SC 29422



Samuel B. Cooper, Jr.

Certificate of Counsel

The undersigned hereby certifies that the Record on Appeal contains all material proposed to be included by any of the parties and not any other material.

A handwritten signature in black ink, appearing to read "Chris Dorsey", written over a horizontal line.

CHRISTOPHER T. DORSEL

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Attorney for the Appellant