

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM SPARTANBURG COUNTY
Court of Common Pleas

J. Derham Cole, Circuit Court Judge

Appellate Case No. 2015-000359
Case No. 2011-CP-42-3951

RECEIVED

JUL 20 2015

SC Court of Appeals

Dickie Shults, ...Appellant,

v.

Angela G. Miller, ...Respondent.

RECORD ON APPEAL

Samuel Darryl Harms, III, Esq.
Harms Law Firm, P.A.
33 Market Point Drive
Greenville, SC 29607
(864) 277-0102
Attorney for Appellant

Robert Eric Davis, Esq.
The Ward Law Firm, P.A.
P.O. Box 5663
Spartanburg, SC 29304
(864) 591-2369
Attorney for Respondent

INDEX

Order Setting Aside Entry of Default, dated July 11, 2012	3
Order Denying Plaintiff's Motion to Reconsider and Granting the Defendant's Motion for Summary Judgment, dated March 18, 2013	6
Form 4 Order Denying Plaintiff's Motion to Reconsider, dated January 27, 2015	10
Summons and Complaint	12
Motion for Entry of Default by the Clerk of Court and Attachments	18
Entry of Default and Setting Case for a Damages Hearing	23
Defendant's Motion to Set Aside the Entry of Default	24
Answer to Complaint	26
Affidavit of Frank Miller	28
Affidavit of Angela Miller	30
Affidavit of Chris Mace	32
Defendant's Brief in Support of Motion to Set Aside Entry of Default and Attached Exhibits	35
Plaintiff's Motion to Reconsider, Alter or Amend the Order Setting Aside Entry of Default	46
Defendant's Motion for Summary Judgment	48
Defendant's Brief in Support of Motion for Summary Judgment and Attached Exhibits	50
Plaintiff's Motion to Reconsider, Alter or Amend the Order Granting Defendant's Motion for Summary Judgment	58
Notice of Appeal and Proof of Service	60
Transcript of January 3, 2012 Hearing on Defendant's Motion to Set Aside Entry of Default	62
Transcript of February 7, 2013 Hearing on Plaintiff's Motion to Reconsider Order Setting Entry of Default and Defendant's Motion for Summary Judgment	74

Transcript of October 31, 2013 Hearing on Plaintiff's Motion to Reconsider Order Granting Defendant's Motion for Summary Judgment	95
S.C. Uniform Collision Report	110
Deposition of Angela Miller.....	112
Deposition of Dickie Shults.....	208
Dickie Shults vs. Philip M. Seay et al. Amended Complaint.....	287
Certificate of Counsel.....	296

5

B/A

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
COUNTY OF SPARTANBURG	)	(Jury Trial Demanded)
Dickie Shults,	)	
	)	
Plaintiff,	)	Order Setting Aside Entry of Default
	)	
vs.	)	
	)	C/A#: 2011-CP-42-3951
Angela G. Miller,	)	
	)	
Defendant.	)	

On January 3, 2012, personally appeared before me Samuel Harms for Plaintiff and Robert E. Davis for Defendant on Defendant's Motion to Set Aside the Entry of Default pursuant to Rule 55(c), SCRCPP. Based on the evidence presented, arguments of counsel, and the applicable law, hereby grant Defendant's Motion to Set Aside the Entry of Default.

FILED
 CLERK OF COURT
 SPARTANBURG COUNTY
 2012 JUL 11 AM 9:01
 M. HOPE LACKEY

Factual Background

This case involves an automobile accident occurring on July 22, 2009. Defendant and her husband have submitted affidavits that the accident was not Defendant's fault. Specifically, Defendant and her husband state that Defendant had the right-of-way when another vehicle driven by Philip Seay disregarded a stop sign and pulled directly in front of Defendant's vehicle. Defendant and her husband state that Seay's insurance company accepted liability and paid their claims. Trooper Chris Mace, who investigated the accident, also signed an affidavit confirming Defendant's version of the accident.

Procedural Background

Plaintiff filed suit against Seay in a separate action (CA # 2011-CP-42-03081). Plaintiff also

[Handwritten signature]

[Handwritten initials]

[Handwritten mark]

5.
filed suit against Defendant. An entry of default was entered against Defendant. Defendant answered within days of when her Answer was due and filed this motion.

Applicable Law

Rule 55(c), SCRCP, states that an entry of default can be set aside for "good cause."

This standard requires a party seeking relief from an entry of default under Rule 55(c) to provide an explanation for the default and give reasons why vacation of the default entry would serve the interests of justice. Once a party has put forth a satisfactory explanation for the default, the trial court must also consider: (1) the timing of the motion for relief; (2) whether the defendant has a meritorious defense; and (3) the degree of prejudice to the plaintiff if relief is granted.

Sundown Operating Co. v. Intedege Indus. Inc., 383 S.C. 601, 607-08, 681 S.E.2d 885, 888 (2009).

The "good cause" standard for relief under Rule 55(c) "is liberally construed to promote justice and dispose of cases on the merits." Dixon v. Besco Eng'g Inc., 320 S.C. 174, 178, 463 S.E.2d 636, 638

(Ct. App. 1995). "Relief granted at this point is within the equitable power of the court and excuses the previous failure to act promptly." James F. Flannagan, South Carolina Civil Procedure 440 (2d ed. 1996).

Good Cause In this Case

Defendant argues that good cause exists to set aside the entry of default. I agree.

I believe that Defendant has adequately satisfied the standard for relief set forth in Sundown. Defendant explained there was some confusion with Seay's insurance accepting liability for the accident and a change of her own insurance companies. Nevertheless, Defendant appeared and answered and moved for relief very shortly after her Answer was due. Defendant has also shown a meritorious defense to the accident. Despite Plaintiff's argument that he would be prejudiced by a jury trial, I do not find this constitutes the type of prejudice expressed in Sundown. Accordingly,

102

FILED
CLERK OF COURT
SPARTANBURG COUNTY
2012 JUL 27 AM 9:01
M. JOE BLACKLEY

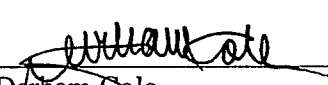
5. . . .
I find that this case should be disposed of on the merits.

IT IS THEREFORE ORDERED that Defendant's Motion for Relief from the Entry of Default is hereby GRANTED;

IT IS FURTHER ORDERED that the Clerk of Court shall accept Defendant's Answer;

IT IS FURTHER ORDERED that this case shall proceed with a jury trial on the merits;

IT IS SO ORDERED.



J. Derham Cole
Presiding Judge, Seventh Judicial Circuit

_____, 2012.

FILED
CLERK OF COURT
SPARTANBURG COUNTY
2012 JUL 11 AM 9:01
M. HOPE BLACKLEY

98

STATE OF SOUTH CAROLINA)

IN THE COURT OF COMMON PLEAS

COUNTY OF SPARTANBURG)

(Jury Trial Demanded)

Dickie Shults,)

Plaintiff,)

Order

vs.)

C/A#: 2011-CP-42-3951

Angela G. Miller,)

Defendant.)

On February 7, 2013, personally appeared before me Samuel Harms for Plaintiff and Robert E. Davis for Defendant on Plaintiff's Motion to Reconsider my previous order granting relief from the entry of default and Defendant's Motion for Summary Judgment. Based on the evidence presented, arguments of counsel, and the applicable law, I hereby deny Plaintiff's Motion to Reconsider and grant Defendant's Motion for Summary Judgment.

Factual Background

This case involves an automobile accident occurring on July 22, 2009. As part of the previous motion heard by me, Defendant and her husband submitted affidavits that the accident was not Defendant's fault. Specifically, Defendant and her husband state that Defendant had the right-of-way when another vehicle driven by Philip Seay disregarded a stop sign and pulled directly in front of Defendant's vehicle. Defendant denied any liability for the accident. Defendant and her husband state that Seay's insurance company accepted liability and paid their claims.

Trooper Chris Mace, who investigated the accident, also signed an affidavit confirming Defendant's version of the accident based on his conversations with the persons involved and his investigation.

Depositions have now been taken of the parties. In her deposition, Defendant continues to state

FILED
CLERK OF COURT
SPARTANBURG COUNTY
2013 MAR 18 AM 9:37
M. HOPE BLANKLEY

1

RECEIVED

that she is not at fault for the accident. She states that she was lawfully in her lane of travel when Seay disregarded a stop sign, failed to yield the right-of-way, and pulled directly in front of her, which caused her to be pushed into Plaintiff. In his deposition, Plaintiff admits that Defendant had the right-of-way on Highway 292. Plaintiff also confirmed that Seay pulled out in front of Defendant when she had the right-of-way.

Procedural History

Plaintiff filed suit against Seay in a separate action (CA # 2011-CP-42-03081). Plaintiff settled all claims with Seay including underinsured claims.

Plaintiff filed this action against Defendant. Defendant answered the complaint days after it was due. This Court granted Defendant's Motion for Relief from the Entry of Default. Plaintiff asks this Court to reconsider the prior order granting relief from the entry of default. Defendant moves for summary judgment.

Findings on Motion to Reconsider

Plaintiff argues that the prior order finding good cause for relief was erroneous. I disagree.

Plaintiff's Motion to Reconsider contains no specific grounds for reversing the previous order. At the hearing, Plaintiff presented an affidavit of Defendant's husband stating that he provided the summons and complaint to his insurer shortly after Defendant was served. Neither this affidavit nor the previous grounds raised by Plaintiff require this Court to reverse its prior decision.

As previously stated in the order granting relief, Rule 55(c), SCRCP, permits an entry of default to be set aside for "good cause." The good cause standard for relief under Rule 55(c) "is liberally construed to promote justice and dispose of cases on the merits." Dixon v. Besco Eng'g Inc., 320 S.C. 174, 178, 463 S.E.2d 636, 638 (Ct. App. 1995). "Relief granted at this point is within the equitable power of the court and excuses the previous failure to act promptly." James F. Flannagan, South Carolina Civil Procedure 456 (3d ed. 2010).

AC*
2

FILED
CLERK OF COURT
SPARTANBURG COUNTY
2013 MAR 18 AM 9:37
HOOE BACILEY

Defendant continues to satisfy the factors that establish good cause as set forth in Sundown Operating Co. v. Intedge Industries Inc., 383 S.C. 601, 607-08, 681 S.E.2d 885, 888 (2009). As stated in the previous order, Defendant explained that following the service of the complaint there was some confusion early on because Seay's insurance company had accepted liability for her claims and because she had changed insurance companies. Nevertheless, Defendant was able to answer very shortly after it was due, establish a meritorious defense, and show no prejudice to Plaintiff.

Accordingly, I find that the decision to grant relief satisfies the legal requirements for good cause and promotes justice. I further believe that this case should be decided on the merits. Therefore, Plaintiff's Motion to Reconsider is denied.

Findings on Motion for Summary Judgment

Defendant argues she is entitled to summary judgment because Plaintiff cannot prove she breached any duty that would render her liable for the accident. I agree.

"Summary judgment is appropriate where there is no genuine issue of material fact, and it is clear that the moving party is entitled to judgment as a matter of law." Bank of N.Y. v. Sumter County, 387 S.C. 147, 154-55, 691 S.E.2d 473, 477 (2010); see also Kase v. Ebert, 392 S.C. 57, 707 S.E.2d 456 (Ct. App. 2011).

In a negligence cause of action, such as this, Plaintiff must establish (1) Defendant owed a duty of care; (2) Defendant breached the duty by a negligent act or omission; (3) Defendant's breach was the actual and proximate cause of Plaintiff's injury; and (4) Plaintiff suffered an injury or damages. Moore v. Weinberg, 373 S.C. 209, 220-21, 644 S.E.2d 740, 746 (Ct. App. 2007).

Even viewing the evidence in the light most favorable to Plaintiff, which this Court must do, there is no evidence that Defendant negligently breached any duty. The evidence before this Court is that Defendant was lawfully in her lane of travel when Seay disregarded a stop sign, failed to yield the right-of-way to Defendant, and pulled directly in front of her. Defendant presented evidence that she

3
8

FILED
CLERK OF COURT
PARTIANSBURG COUNTY
2013 MAR 18 AM 9:37
M. HOPE BLANKLEY

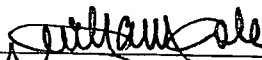
could not avoid Seay and was pushed by Seay across the center line into Plaintiff. In his deposition, Plaintiff does not dispute this version of the accident or offer any testimony establishing negligence on behalf of Defendant. Plaintiff has offered no other form of testimony against Defendant.

The only inference to be drawn from this set of facts is that Seay was the sole contributing cause of the accident. Defendant, therefore, is entitled to judgment as a matter of law. Id.

IT IS THEREFORE ORDERED that Plaintiff's Motion to Reconsider is DENIED;

IT IS FURTHER ORDERED that Defendant's Motion for Summary Judgment is GRANTED;

IT IS SO ORDERED.


J. Derham Cole
Presiding Judge, Seventh Judicial Circuit

3/15, 2013.

FILED
CLERK OF COURT
SPARTANBURG COUNTY
2013 MAR 18 AM 9:38
M. HOPE BLACKLEY

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

FORM 4

JUDGMENT IN A CIVIL CASE

CASE NO. 2011 CP-42-3951

Dickie Shults

Angela G Miller

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. ☐ See Page 2 for additional information.
- ☐ **ACTION DISMISSED (CHECK REASON):** ☐ Rule 12(b), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit); ☐ Rule 43(k), SCRPC (Settled); ☐ Other
- ☐ **ACTION STRICKEN (CHECK REASON):** ☐ Rule 40(j), SCRPC; ☐ 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, 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:

ORDER INFORMATION

This order ☒ ends ☐ does not end the case.

Additional Information for the Clerk : Motion to Reconsider is denied.

INFORMATION FOR THE JUDGMENT 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)
		\$
		\$
		\$

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

2053

Judge Code

Date

For Clerk of Court Office Use Only

This judgment was entered on the 27th day of Jan., 2015 and a copy mailed first class or placed in the appropriate attorney's box on this 28 day of Jan., 2015 to attorneys of record or to parties (when appearing pro se) as follows:

Sammuel Darryl Harms III
33 Market Point Drive Greenville, SC 29607

ATTORNEY(S) FOR THE PLAINTIFF(S)

Robert Eric Davis
PO Box 5663 Spartanburg, SC 29304

ATTORNEY(S) FOR THE DEFENDANT(S)

M. Hope Blackley
CLERK OF COURT

DC

Court Reporter:

ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON PAGE 1.

This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

FILED
CLERK OF COURT
SPARTANBURG COUNTY
2015 JAN 27 AM 9:01
M. HOPE BLACKLEY

STATE OF SOUTH CAROLINA

COUNTY OF SPARTANBURG

Dickie Shults,

Plaintiff(s)

vs.

Angela G. Miller,

Defendant(s)

IN THE COURT OF COMMON PLEAS

CIVIL ACTION COVERSHEET

2011-CP - 42- 3951

(Please Print)

Submitted By: Samuel D. Harms, Esq.

Address: Harms Law Firm, P.A.

33 Market Point Drive

Greenville, SC 29607

SC Bar #: 13537

Telephone #: (864) 277-0102

Fax #: (864) 527-0427

Other:

E-mail: Samuel@HarmsLawFirm.com

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

DOCKETING INFORMATION (Check all that apply)

*If Action is Judgment/Settlement do not complete

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

NATURE OF ACTION (Check One Box Below)

- | | | | |
|--|---|--|--|
| Contracts
☐ Constructions (100)
☐ Debt Collection (110)
☐ Employment (120)
☐ General (130)
☐ Breach of Contract (140)
☐ Other (199) | Torts - Professional Malpractice
☐ Dental Malpractice (200)
☐ Legal Malpractice (210)
☐ Medical Malpractice (220)
☐ Notice/ File Med Mal (230)
☐ Other (299) | Torts - Personal Injury
☐ Assault/Slander/Libel (300)
☐ Conversion (310)
☒ Motor Vehicle Accident (320)
☐ Premises Liability (330)
☐ Products Liability (340)
☐ Personal Injury (350)
☐ Wrongful Death (360)
☐ Other (399) | Real Property
☐ Claim & Delivery (400)
☐ Condemnation (410)
☐ Foreclosure (420)
☐ Mechanic's Lien (430)
☐ Partition (440)
☐ Possession (450)
☐ Building Code Violation (460)
☐ Other (499) |
| Inmate Petitions
☐ PCR (500)
☐ Mandamus (520)
☐ Habeas Corpus (530)
☐ Other (599) | Judgments/Settlements
☐ Death Settlement (700)
☐ Foreign Judgment (710)
☐ Magistrate's Judgment (720)
☐ Minor Settlement (730)
☐ Transcript Judgment (740)
☐ Lis Pendens (750)
☐ Other (799) | Administrative Law/Relief
☐ Reinstatement Driver's License (800)
☐ Judicial Review (810)
☐ Relief (820)
☐ Permanent Injunction (830)
☐ Forfeiture-Petition (840)
☐ Forfeiture-Consent Order (850)
☐ Other (899) | Appeals
☐ Arbitration (900)
☐ Magistrate-Civil (910)
☐ Magistrate-Criminal (920)
☐ Municipal (930)
☐ Probate Court (940)
☐ SCDOT (950)
☐ Worker's Comp (960)
☐ Zoning Board (970)
☐ Administrative Law Judge (980)
☐ Public Service Commission (990)
☐ Employment Security Comm (991)
☐ Other (999) |
| Special/Complex /Other
☐ Environmental (600)
☐ Automobile Arb. (610)
☐ Medical (620)
☐ Other (699) | ☐ Pharmaceuticals (630)
☐ Unfair Trade Practices (640)
☐ Out-of State Depositions (650)
☐ Sexual Predator (510) | | |

Submitting Party Signature: _____

Date: September 13, 2011

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

FOR MANDATED ADR COUNTIES ONLY

Allendale, Anderson, Beaufort, Colleton, Florence, Greenville,
Hampton, Horry, Jasper, Lexington, Pickens (Family Court Only), and Richland

SUPREME COURT RULES REQUIRE THE SUBMISSION OF ALL CIVIL CASES TO AN ALTERNATIVE DISPUTE RESOLUTION PROCESS, UNLESS OTHERWISE EXEMPT.

You are required to take the following action(s):

1. The parties shall select a neutral and file a "Proof of ADR" form on or by the 210th day of the filing of this action. If the parties have not selected a neutral within 210 days, the Clerk of Court shall then appoint a primary and secondary mediator from the current roster on a rotating basis from among those mediators agreeing to accept cases in the county in which the action has been filed.
2. The initial ADR conference must be held within 300 days after the filing of the action.
3. Pre-suit medical malpractice mediations required by S.C. Code §15-79-125 shall be held not later than 120 days after all defendants are served with the "Notice of Intent to File Suit" or as the court directs. (Medical malpractice mediation is mandatory statewide.)
4. Cases are exempt from ADR only upon the following grounds:
 - a. Special proceeding, or actions seeking extraordinary relief such as mandamus, habeas corpus, or prohibition;
 - b. Requests for temporary relief;
 - c. Appeals
 - d. Post Conviction relief matters;
 - e. Contempt of Court proceedings;
 - f. Forfeiture proceedings brought by governmental entities;
 - g. Mortgage foreclosures; and
 - h. Cases that have been previously subjected to an ADR conference, unless otherwise required by Rule 3 or by statute.
5. In cases not subject to ADR, the Chief Judge for Administrative Purposes, upon the motion of the court or of any party, may order a case to mediation.
6. Motion of a party to be exempt from payment of neutral fees due to indigency should be filed with the Court within ten (10) days after the ADR conference has been concluded.

FILED
CLERK OF COURT
SPARTANBURG COUNTY
2011 SEP 13 PM 4:23
M. HOPE BLACKLEY

**Please Note: You must comply with the Supreme Court Rules regarding ADR.
Failure to do so may affect your case or may result in sanctions.**

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

Dickie Shults,

Plaintiff,

vs.

Angela G. Miller,

Defendant.

C.A. No.: 2011-CP-42-

3951

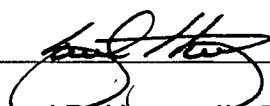
SUMMONS AND NOTICE

TO: Angela G. Miller

You are hereby summoned and required to answer the Complaint in this action -- a copy of which is attached hereto and herewith served upon you; and to serve a copy of your Answer to this Complaint upon the subscriber at 33 Market Point Drive, Greenville, SC 29607, within thirty (30) days after the service hereof, exclusive of the day of such service; and if you fail to answer the Complaint within this thirty (30) day period, the Plaintiff(s) will apply to the Court for the relief demanded in the Complaint and judgment will be taken against you by default.

HARMS LAW FIRM, P.A.

September 13, 2011

By: 

Samuel D. Harms, III, Esq.
SC Bar Number: 13537
33 Market Point Drive
Greenville, SC 29607
(864) 277-0102

FILED
CLERK OF COURT
SPARTANBURG COUNTY
2011 SEP 13 PM 4:23
MICHOPE BLACKLEY

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

Dickie Shults,

Plaintiff,

vs.

Angela G. Miller,

Defendant.

C.A. No.: 2011-CP-42- 3957

COMPLAINT

The Plaintiff, complaining of the above named Defendant(s), will respectfully establish to the Court the following:

THE PARTIES

1. Plaintiff Dickie Shults (hereinafter "Shults") is a resident of Spartanburg County, South Carolina.
2. Defendant Angela G. Miller (hereinafter "Miller") is a resident of Spartanburg County, South Carolina.

JURISDICTION

3. This Court has jurisdiction over these matters based upon Article V, Section 11 (Jurisdiction of Circuit Court), of the South Carolina Constitution; S.C. Code § 36-2-802 (Personal Jurisdiction Based Upon Enduring Relationship); and, S.C. Code § 36-2-803 (Personal Jurisdiction Based Upon Conduct).

FILED
CLERK OF COURT
SPARTANBURG COUNTY
2011 SEP 13 PM 4:23
M. HOPE BLACKLEY

4. The amount in controversy exceeds the threshold amount required for additional interrogatories under SCRPC, Rule 33(b)(9).

VENUE

5. Venue is proper in this Court because at least one Defendant is a resident of Spartanburg County, South Carolina.

COMMON FACTUAL ALLEGATIONS

6. On or about July 22, 2009, Plaintiff was entering SC 292 in Spartanburg County, South Carolina to travel east on SC 292. At the same time, Defendant Miller was driving west on SC 292.
7. Defendant Miller crossed over the center line in the roadway and drove her vehicle into the Plaintiff's vehicle.

FOR A FIRST CAUSE OF ACTION

(Negligence, Gross Negligence)

8. The Plaintiff(s) reaffirm and reiterate all of the allegations contained in the Common Factual Allegations above, as if repeated herein.
9. The Defendant acted in a negligent, grossly negligent, careless and reckless manner. In particular, the Defendant:
- a. Drove too fast for the conditions;
 - b. Failed to maintain control over the vehicle;
 - c. Failed to yield the right-of-way;
 - d. Failed to keep a proper lookout;
 - e. Crossed over the center line in the roadway;

FILED
CLERK OF COURT
SPARTANBURG COUNTY
2016 SEP 13 PM 4:23
MICHOPE BLACKLEY

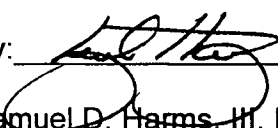
- f. Failed to comply with all of the motor vehicle laws of the State of South Carolina.
10. The Defendant failed to take advantage of any last clear chance to avoid the wreck.
11. Plaintiff Shults suffered past and future damages as a direct and proximate cause of the wreck, including:
- a. Bodily injury;
 - b. Pain and suffering;
 - c. Lost time or income or earning capacity;
 - d. Medical expenses;
 - e. The loss of the enjoyment of life.

FILED
CLERK OF COURT
SPARTANBURG COUNTY
2011 SEP 13 PM 4:23
M. HOPE BLACKLEY

WHEREFORE, judgment should be entered for actual and punitive damages; the costs and expenses of this action, and; any further relief that the Court deems just and appropriate.

HARMS LAW FIRM, P.A.

September 13, 2011

By: 

Samuel D. Harms, III, Esq.
SC Bar Number: 13537
33 Market Point Drive
Greenville, SC 29607
(864) 277-0102

DM

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

Dickie Shults,

Plaintiff,

vs.

Angela G. Miller,

Defendant.

C.A. No.: 2011-CP-42-3951

**MOTION FOR ENTRY OF DEFAULT BY THE CLERK OF COURT
AND FOR A DAMAGES HEARING**

Pursuant to Rule 55(a), SCRCP and Rule 55(b)(2), SCRCP, and all other applicable rules and state statutes, the Plaintiff(s) hereby request that the Clerk of Court enter a default upon the calendar (file book) against Defendant Angela G. Miller. In addition, the Plaintiff(s) hereby request that the Court schedule a hearing to determine the amount of damages suffered by the Plaintiff(s) so that the Court may enter a default judgment against the Defendant(s).

This motion is supported by Plaintiff(s)' Affidavit of Counsel Supporting Motion for Entry of Default.

HARMS LAW FIRM, P.A.

October 19, 2011

By: _____

Samuel D. Harms, III, Esq.
SC Bar Number: 13537
33 Market Point Drive
Greenville, SC 29607
(864) 277-0102

M. HOPE BLAUMLEY

2011 OCT 20 PM 3:28

FILED
CLERK OF COURT
SPARTANBURG COUNTY

m

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

Dickie Shults,

Plaintiff,

vs.

Angela G. Miller,

Defendant.

C.A. No.: 2011-CP-42-3951

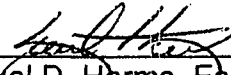
**AFFIDAVIT OF COUNSEL
SUPPORTING MOTION FOR ENTRY OF DEFAULT**

Samuel D. Harms, Esq., on oath deposes and states:

1. I am an attorney practicing law in the State of South Carolina, with an office located in Greenville, South Carolina. I represent the Plaintiff(s) in this action;
2. I filed a Summons and Complaint in the above-captioned case on or about September 13, 2011 against Defendant Angela G. Miller;
3. I have served the above-referenced Defendant(s) pursuant to the South Carolina Rules of Civil Procedure;
4. Defendant Angela G. Miller was served by certified mail, return receipt requested, restricted delivery, on September 15, 2011 as indicated by the attached copy of the U.S. Postal Service Domestic Return Receipt, signed by the Defendant;
5. I have not received any Answer, Counterclaim or other responsive pleading or Motion from the Defendant(s) since the service of the Summons and Complaint;
6. I have not received a Notice of Appearance from the Defendant(s) or Defendant(s)' attorney, nor have I been contacted directly by the Defendant(s) by mail since the service of the Summons and Complaint;
7. I have no information or knowledge that would indicate that the Defendant(s) are in the military;

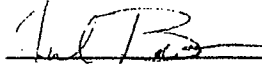
FILED
CLERK OF COURT
SPARTANBURG COUNTY
2011 OCT 20 PM 3:28
HOPELAND

8. Defendant Angela G. Miller is now in default and I request that the Clerk of Court enter a default and I further request that a damages hearing be scheduled in the case.



Samuel D. Harms, Esq.

SWORN before me on October 19, 2011.



NOTARY PUBLIC FOR SOUTH CAROLINA
My commission expires: 8-25-18



FILED
CLERK OF COURT
SPARTANBURG COUNTY
2011 OCT 20 PM 3:28
M. HOPE BLADOLEY

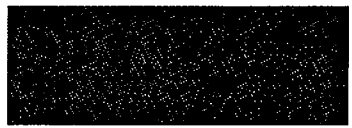
DM

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Angela G. Miller



COMPLETE THIS SECTION ON DELIVERY

A. Signature

X Angela Miller

☐ Agent
☒ Addressee

B. Received by (Printed Name)

Angela Miller

C. Date of Delivery

9-15-11

D. Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below: ☐ No

3. Service Type

- ☒ Certified Mail ☐ Express Mail
- ☐ Registered ☐ Return Receipt for Merchandise
- ☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☒ Yes

2. Airmail ☐
Metric ☐

7011 0470 0000 8709 6163

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1560

FILED
CLERK OF COURT
PARIAH COUNTY
2011 OCT 20 PM 3:28
M. HOPE BLANKLEY

see shorts vs Miller

Miller Service Card

SEP 16 2011

Dm

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

Dickie Shults,

Plaintiff,

vs.

Angela G. Miller,

Defendant.

C.A. No.: 2011-CP-42-3951

CERTIFICATE OF SERVICE

I, the undersigned, do hereby certify that I have either hand delivered or electronically delivered or mailed, postage prepaid, a copy of the pleading(s), motion, proposed order, or other papers listed below to the party shown below on October 19, 2011.

PAPER(S):

Motion for Entry of Default by Clerk of Court and For a Damages Hearing

Proposed Entry of Default and Setting Case For a Damages Hearing

Affidavit of Counsel Supporting Motion for Entry of Default

PARTY(IES) / ATTORNEY(S) SERVED:

Angela G. Miller



FILED
CLERK OF COURT
SPARTANBURG COUNTY
2011 OCT 20 PM 3:28
M. HOPE CLARKE

HARMS LAW FIRM, P.A.

October 19, 2011

By: 

33 Market Point Drive
Greenville, SC 29607
(864) 277-0102

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

Dickie Shults,

Plaintiff,

vs.

Angela G. Miller,

Defendant.

C.A. No.: 2011-CP-42-3951

**ENTRY OF DEFAULT
AND SETTING CASE FOR A DAMAGES HEARING**

IT APPEARING TO THIS CLERK that Defendant Angela G. Miller has failed to make an appearance, or file an Answer or other responsive pleading, and that the Defendant(s) have taken no action in response to the Summons and Complaint served on the Defendant(s), and it does not appear that the Defendant(s) are in the military, and;

IT FURTHER APPEARING TO THIS CLERK that an Affidavit of Counsel Supporting Motion for Entry of Default has been filed by the Plaintiff(s)' attorney Samuel D. Harms, Esq., indicating that he has not received any Notice of Appearance or other response from the Defendant(s) or Defendant(s)' representative since the service of the Summons and Complaint.

THEREFORE, AN ENTRY OF DEFAULT is hereby entered upon the calendar (file book) against Defendant Angela G. Miller in the above-captioned matter pursuant to Rule 55(a), SCRCP. A hearing to determine the amount of damages suffered by the Plaintiff(s) shall be conducted by a judge pursuant to Rule 55(b)(2), SCRCP.

DATE

10/20/11

CLERK of COURT

M. Hope Blackley
Pat G. Gentry

STATE OF SOUTH CAROLINA)

IN THE COURT OF COMMON PLEAS

COUNTY OF SPARTANBURG)

(Jury Trial Demanded)

Dickie Shults,)

Plaintiff,)

vs.)

Angela G. Miller,)

Defendant.)

**MOTION TO SET ASIDE
THE ENTRY OF DEFAULT**

C/A#: 2011-CP-42-3951

Defendant moves to set aside the entry of default pursuant to Rule 55(c), SCRCF, and permit Defendant to file the attached Answer. Defendant denies that she is at fault for the accident which is supported by the attached FR-10. Defendant will provide this Court with a brief and further support upon notice of a hearing.

THE WARD LAW FIRM, P.A.
Attorneys for Defendant



Robert E. Davis
233 South Pine Street
P. O. Box 5663
Spartanburg, South Carolina 29304
(864) 591-2369
(864) 585-3090 (facsimile)

October 26, 2011.

Oct. 25. 2011 12:11PM

No. 1579

COPY

Mail FR-10 to: SC Department of Motor Vehicles Office of Financial Responsibility PO Box 1498, Dylthewood, SC 29516		South Carolina Department of Motor Vehicles (DMV) FR-10 (REV. 10/05) NOTICE OF REQUIREMENT		Submit Electronically: Agents or Company Representatives can submit your insurance information at WWW.SC-ALIR.COM	
Date: 10/25/2011	Time: 1200	County: 47	1- Interstate 4- Secondary 2- US Primary 5- County 3- SC Primary	Collision Location (RL # / Name) 6 292	0- Mainline 6- Connection 2- Alternate 7- Bypass 5- Spur
To Vehicle Owner/Operator			Failure to return this form to the Department of Motor Vehicles within 15 days from the date of the collision could result in the suspension of your driver license and registration privileges pursuant to South Carolina Code of Laws 56-9-351 and 56-10-530.		
FR10 Audit No. Z-006922		Driver/Pedestrian's Full Name Miller Angela Griffin		FR10 Audit No. Z-006923	
Unit # 1	Sex F	Race W	State SC	Unit # 2	Sex M
Insurance Company: Allstate		State SC		Insurance Company: Liberty Mutual	
Year 1997	Body 4dr	Vehicle Make Chevy	VIN # 1C3EJ56X2YN506769	Year 2006	Body 4dr
State SC	Year 2010	License Plate # DJT-701	Owner's D.L. # N/A	State SC	Year 2010
Home Telephone (803) 512-2054		Owner's Full Name Miller Angela Griffin		Home Telephone (803) 303-0075	
Bus. Telephone N/A		Street		Bus. Telephone N/A	
Contributed To Collision Yes		City, State, & Zip		Contributed To Collision Yes	
FR10 Audit No. Z-006924		Driver/Pedestrian's Full Name SEAY-Philip Michael		FR10 Audit No. Z-006925	
Unit # 3	Sex M	Race W	State SC	Unit # 4	Sex M
Insurance Company: Farm Bureau		State SC		Insurance Company: Liberty Mutual	
Year 1997	Body 4dr	Vehicle Make Ford	VIN # FA1P6537VK112010	Year 2006	Body 4dr
State SC	Year 2010	License Plate # DJT-701	Owner's D.L. # N/A	State SC	Year 2010
Home Telephone (803) 512-2054		Owner's Full Name Miller Angela Griffin		Home Telephone (803) 303-0075	
Bus. Telephone N/A		Street		Bus. Telephone N/A	
Contributed To Collision Yes		City, State, & Zip		Contributed To Collision Yes	
All Units Insurance Information (to be completed by Investigating Officer)					
Automobile liability insurance information for Unit # 3		Automobile liability insurance information for Unit # 4		Automobile liability insurance information for Unit # 5	
Company Name Farm Bureau		Company Name Liberty Mutual		Company Name Liberty Mutual	
Area Code/Phone Number (864) 547-2014		Area Code/Phone Number (864) 547-2014		Area Code/Phone Number (864) 547-2014	
Agency Name Watson's		Agency Name Watson's		Agency Name Watson's	
Policy Number 0104526		Policy Number 1287199036		Policy Number 1287199036	
Automobile Liability Insurance Information					
Notice of Requirement Accepted			Signature		
To Be Completed Below or Entered at WWW.SC-ALIR.COM by Insurance Company Representative. This form should not be mailed to DMV if insurance information has been submitted electronically.			The information as contained herein is based solely upon my knowledge and belief as a representative of the above insurance company and no warranty of liability is implied into the above mentioned insurance as I have listed herein.		
Reference to Unit #: 3. I hereby affirm that to the best of my knowledge the vehicle described above was insured by the below stated insurance company on the date of the collision.			Signature		
Insurance Company		Policy #		Title	
Beginning Date:		Ending Date:		NAIC# (Assigned by S.C. Dept. of Ins.)	
Policy Holder:		Bus. Telephone			
Notice: If liability insurance was not in effect for your vehicle involved in the collision, The Department of Motor Vehicles could suspend your driver license and registration privileges pursuant to South Carolina Code of Laws 56-9-351 and 56-10-530.					
If any of the below are applicable, disregard the above portion.			Form FR-10 Not Issued: Section 56-10-520		
Check here if a Form SR-23, Fleet Policy of 25 or more vehicles is on file with the Department of Motor Vehicles covering the vehicle.			No FR-10 Issued to Operator/ Owner of Unit #:		
Check here if a certificate of self-insurance has been issued by the Department of Motor Vehicles covering the vehicle and indicate the certificate number: SI -			Summons Issued to:		
Check here if liability insurance was not in effect to comply with South Carolina statutory requirements.			For operating or allowing the operation of an uninsured vehicle		
Investigating Officer's Name: [Signature]			Summons Number:		
Signature			Signature		
Date			Rank		
Investigator's Name: [Signature]			Internal Agency Code		

STATE OF SOUTH CAROLINA)
COUNTY OF SPARTANBURG)

IN THE COURT OF COMMON PLEAS

(Jury Trial Demanded)

Dickie Shults,)
Plaintiff,)

ANSWER TO COMPLAINT

vs.)

C/A#: 2011-CP-42-3951

Angela G. Miller,)
Defendant.)

Defendant answering Plaintiff's Complaint admits that an accident occurred with Plaintiff but denies that Defendant is in any way liable to Plaintiff. Defendant denies all other allegations.

THE WARD LAW FIRM, P.A.
Attorneys for Defendant



Robert E. Davis
233 South Pine Street
P. O. Box 5663
Spartanburg, South Carolina 29304
(864) 591-2369
(864) 585-3090 (facsimile)

October 26, 2011.

STATE OF SOUTH CAROLINA)

IN THE COURT OF COMMON PLEAS

COUNTY OF SPARTANBURG)

(Jury Trial Demanded)

Dickie Shults,)

Plaintiff,)

CERTIFICATE OF SERVICE

vs.)

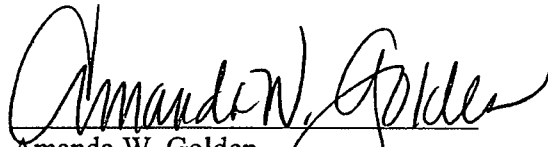
C/A#: 2011-CP-42-3951

Angela G. Miller,)

Defendant.)

The undersigned hereby certifies that Defendant's Motion to Set Aside the Entry of Default and Answer to Complaint was served upon the Plaintiff's attorneys of record on October 26, 2011, by depositing copies of the same via United States mail, postage affixed, to the following address:

Samuel D. Harms, III, Esquire
Harms Law Firm, PA
33 Market Point Drive
Greenville, SC 29607
Attorney for Plaintiff


Amanda W. Golden
Paralegal for Robert E. Davis

COPY

STATE OF SOUTH CAROLINA)
COUNTY OF SPARTANBURG)

IN THE COURT OF COMMON PLEAS

(Jury Trial Demanded)

Dickie Shults,)
Plaintiff,)

AFFIDAVIT OF FRANK MILLER

vs.)

C/A#: 2011-CP-42-3951

Angela G. Miller,)
Defendant.)

I, Frank Miller, state the following from my own personal knowledge:

1. On July 22, 2009, I, along with my three children, were riding in a vehicle operated by my wife, Angela Miller.

2. We were proceeding west on Hwy. 292 when a vehicle operated by Philip Seay suddenly pulled out in front of us.

3. My wife did not have an opportunity to take any evasive maneuvers to avoid the Seay vehicle.

4. The Seay vehicle disregarded a stop sign and entered into our lane of travel, where we had the right-of-way.

5. The Seay vehicle struck us on the passenger's side and knocked us across the centerline of 292 into a vehicle operated by Dickie Shults.

6. The sole cause of the accident was the actions of Philip Seay.

7. Philip Seay's insurance company paid our property damage.

8. Philip Seay's insurance company paid for the bodily injury claims for the occupants

FILED
CLERK OF COURT
SPARTANBURG COUNTY
2011 NOV 29 AM 11:29
M. HOE BLACKEY

of my vehicle.

11. Angela Miller did not cause or contribute to the subject accident or cause or contribute to any injuries or damages of Dickie Shults.

11/21, 2011.

Frank Miller
Frank Miller

SWORN to before me

this 21st day of November, 2011.

Madonna B. Comer
Notary Public for the State of South Carolina
My Commission Expires: 4/13/2020

FILED
CLERK OF COURT
SPARTANBURG COUNTY
2011 NOV 29 AM 11:29
M. HOPE BLACKLEY

COPY

STATE OF SOUTH CAROLINA)
COUNTY OF SPARTANBURG)

IN THE COURT OF COMMON PLEAS
(Jury Trial Demanded)

Dickie Shults,)
Plaintiff,)
vs.)
Angela G. Miller,)
Defendant.)

AFFIDAVIT OF ANGELA MILLER

C/A#: 2011-CP-42-3951

FILED
CLERK OF COURT
SPARTANBURG COUNTY
2011 NOV 29 AM 11:29
M. HOPE BLACKBERRY

I, Angela Miller, state the following from my own personal knowledge:

1. On July 22, 2009, I was driving a vehicle occupied by my husband and three children on Hwy. 292.

2. As I was traveling on Hwy. 292, a vehicle driven by Philip Seay disregarded a stop sign and pulled directly in front of my vehicle.

3. I did not have an opportunity to avoid Seay, and our vehicles collided.

4. The Seay vehicle hit the front passenger's side of my vehicle and pushed it across the centerline into a vehicle driven by Dickie Shults.

5. At the time of the accident, I was driving below the speed limit, and I did not contribute to the accident in any way.

6. At all times, I had the right-of-way in my lane on Hwy. 292.

7. The sole contributing cause to the accident was the actions of Philip Seay.

8. The accident was investigated by Trooper Mace, who only charged Philip Seay with contributing to the accident.

9. Philip Seay's insurance company paid for the property damage to my vehicle.
10. Philip Seay's insurance company paid for the bodily injury claims for the occupants of my vehicle.
11. I do not believe that I am in any way liable to Dickie Shults for any injuries or damages that he may claim out of the accident.
12. I fully intend on defending myself in this lawsuit.

11-21, 2011.

Angela Miller
Angela Miller

SWORN to before me

this 21st day of November, 2011.

Madonna B. Cromer
Notary Public for the State of South Carolina
My Commission Expires: 4/13/2020

FILED
CLERK OF COURT
SPARTANBURG COUNTY
2011 NOV 29 AM 11:29
M. HOPE BLACKLEY

STATE OF SOUTH CAROLINA)
COUNTY OF SPARTANBURG)

IN THE COURT OF COMMON PLEAS
(Jury Trial Demanded)

Dickie Shults,)
Plaintiff,)
vs.)
Angela G. Miller,)
Defendant.)

AFFIDAVIT OF CHRIS MACE

C/A#: 2011-CP-42-3951

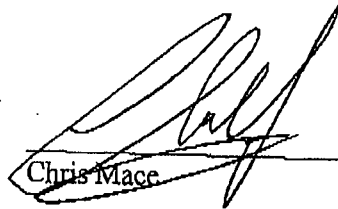
FILED
CLERK OF COURT
SPARTANBURG COUNTY
2011 DEC 21 PM 3:37
M. HOPE BLACKLEY

I, Chris Mace, state the following from my own personal knowledge:

1. I am a trooper with the South Carolina Highway Patrol.
2. On July 22, 2009, I investigated an automobile accident occurring between vehicles operated by Angela Miller, Dickie Shults, and Philip Seay.
3. As part of my investigation, I spoke with the drivers of all the vehicles.
4. All the drivers agreed that Angela Miller was proceeding west on Hwy. 292 and was traveling within the speed limit of 35 miles an hour.
5. Philip Seay disregarded a traffic controlled device and pulled into Angela Miller's lane of travel.
6. At all times, Angela Miller had the right-of-way in her lane of travel, and Philip Seay should have yielded the right-of-way to Angela Miller.
7. As a result of Philip Seay striking Angela Miller's vehicle, the Miller vehicle was pushed across the centerline into a vehicle operated by Dickie Shults.
8. The sole cause that contributed to the accident was Philip Seay.

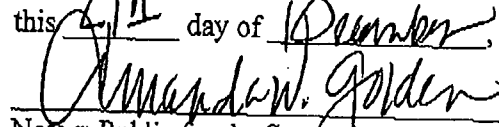
9. Angela Miller did not cause or contribute to the subject accident.
10. I completed the attached accident report based on my investigation and the information provided to me by the drivers of the vehicles.

12/21/2011, 2011.


Chris Mace

SWORN to before me

this 21st day of December, 2011.


Notary Public for the State of South Carolina

My Commission Expires: 12/29/2015

FILED
CLERK OF COURT
SPARTANBURG COUNTY
2011 DEC 21 PM 3:51
M. HOPE BLACKLEY

Oct. 26. 2011 11:44AM South Carolina Farm Bureau

ORIGINAL

44. 639

COPY

09085200

2009 1001410

Millerform Rd

24

34 54 340

31 05 0410

Z-006922 Miller-Angela Griffin

Z-006923 Spiller-Darlene

Z-006924 Gray-Philip Michael

RECEIVED AUG 27 2009

FILED
CLERK OF COURT
HARTLAND COUNTY

STATE OF SOUTH CAROLINA)

IN THE COURT OF COMMON PLEAS

COUNTY OF SPARTANBURG)

(Jury Trial Demanded)

Dickie Shults,)

Plaintiff,)

**Defendant's Brief In Support of her
Motion to Set Aside Entry of Default**

vs.)

C/A#: 2011-CP-42-3951

Angela G. Miller,)

Defendant.)

Defendant moves to set aside the entry of default pursuant to Rule 55(c), SCRPC, and permit Defendant to file the Answer that was served within days of when it was due. Defendant simply is not at fault for this accident and should be permitted to defend herself. Plaintiff currently has another suit pending against the at-fault driver and would not suffer any prejudice. Accordingly, this Court should grant Defendant relief from the entry of default in favor of a trial on the merits.

Facts

On July 22, 2009, Miller, her husband, and their three children were traveling on Highway 292 when a vehicle driven by Philip Seay disregarded a stop sign and pulled directly in front of Miller's vehicle. Seay struck the front passenger's side of the Millers' vehicle and pushed it across the centerline into a vehicle driven by Plaintiff. Miller and her husband have signed the attached affidavits indicating that Miller was not at fault for the accident and expressing their desire to defend themselves in this case.

The accident was investigated by Trooper Chris Mace. Mace signed the attached affidavit indicating that Miller had the right-of-way when Seay disregarded the stop sign. Seay's actions were

the sole cause that contributed to the accident. Miller did not cause or contribute to the subject accident.

Seay's insurance company paid for the property damage to Miller's vehicle. Seay's insurance company paid for the bodily injury claims for the occupants of the Miller vehicle.

Plaintiff filed suit against Seay for this accident (CA # 2011CP4203081). Plaintiff also filed suit against Miller in a separate action. Miller answered within three days of when her Answer was due and filed this motion. Plaintiff has served Miller with interrogatories and requests to produce. Although Miller served Plaintiff with interrogatories and requests to produce, Plaintiff has not responded.

Argument

Miller can establish "good cause" for relief from the entry of default under Rule 55(c), SCRCP.

This standard requires a party seeking relief from an entry of default under Rule 55(c) to provide an explanation for the default and give reasons why vacation of the default entry would serve the interests of justice. Once a party has put forth a satisfactory explanation for the default, the trial court must also consider: (1) the timing of the motion for relief; (2) whether the defendant has a meritorious defense; and (3) the degree of prejudice to the plaintiff if relief is granted.

Sundown Operating Co. v. Intedege Indus. Inc., 383 S.C. 601, 607-08, 681 S.E.2d 885, 888 (2009).

The "good cause" standard for relief under Rule 55(c) "is liberally construed to promote justice and dispose of cases on the merits." Dixon v. Besco Eng'g Inc., 320 S.C. 174, 178, 463 S.E.2d 636, 638 (Ct. App. 1995). "Relief granted at this point is within the equitable power of the court and excuses the previous failure to act promptly. In most instances, the opposing party suffers little or no prejudice because there is no detrimental reliance on the entry of default." James F.

Flannagan, South Carolina Civil Procedure 440 (2d ed. 1996). Although relief is based on the discretion of the lower court, "this element of discretion given to the trial judge makes it clear the party requesting a judgment by default is not entitled to one as of right, even when the defendant is technically in default." Ricks v. Weinrauch, 293 S.C. 372, 375, 360 S.E.2d 535, 536 (Ct. App. 1987). "Under modern procedure, defaults are not favored by the law and any doubts usually will be resolved in favor of the defaulting party. The reason for this attitude is that contemporary procedural philosophy encourages trials on the merits." 10A Wright, Miller & Kane, Federal Practice & Procedure: Civil 3d § 2681 p. 10 (1998).

Applying the liberal "good cause" standard, the timing of Miller's response justifies relief. Miller attempted to defend herself but there was some confusion due to recent change in her insurance and because Seay's insurer paid all of Miller's claims. Miller, however, was able to serve an Answer within just three days of when it was due.¹ Miller, therefore, acted promptly in responding to this case.

Without question, Miller has a meritorious defense to this case. The only evidence before this Court is that Seay is the sole cause of the accident by disregarding the stop sign and pulling in front of Miller. Trooper Mace, who investigated the accident, confirmed that Miller had the right-of-way and that only Seay was at fault. Plaintiff undeniably knows that Seay is at fault because he has sued him. Miller should be permitted to present this defense to a jury in a full trial.

Plaintiff would not suffer any prejudice by having to proceed to a trial on the merits. As indicated above, Plaintiff has sued the at-fault party, Seay. Allowing Miller to defend herself in no

¹ Miller's Answer was due on October 17, 2011, and she served an Answer and this Motion for Relief on October 20, 2011.

way interferes with Plaintiff's right to recover against Seay. In fact, permitting Miller to answer promotes justice and ensures there cannot be an inconsistent or absurd verdict. Accordingly, Professor Flannagan was right in this case when he said, "the opposing party suffers little or no prejudice because there is no detrimental reliance on the entry of default." James F. Flannagan, South Carolina Civil Procedure 440 (2d ed. 1996).

Conclusion

For the reasons set forth above, this Court should set aside the entry of default and permit this case to be tried on the merits.

THE WARD LAW FIRM, P.A.
Attorneys for Defendant Miller



Robert E. Davis
233 South Pine Street
P. O. Box 5663
Spartanburg, South Carolina 29304
(864) 591-2369
(864) 585-3090 (facsimile)

December 30, 2011.

COPY

STATE OF SOUTH CAROLINA)
COUNTY OF SPARTANBURG)

IN THE COURT OF COMMON PLEAS

(Jury Trial Demanded)

Dickie Shults,)
Plaintiff,)

AFFIDAVIT OF ANGELA MILLER

vs.)

C/A# 2011-CP-42-3951

Angela G. Miller,)
Defendant.)

FILED
CLERK OF COURT
SPARTANBURG COUNTY
2011 NOV 29 AM 11:29
M. HOPE BLACKBERRY

I, Angela Miller, state the following from my own personal knowledge:

1. On July 22, 2009, I was driving a vehicle occupied by my husband and three children on Hwy. 292.
2. As I was traveling on Hwy. 292, a vehicle driven by Philip Seay disregarded a stop sign and pulled directly in front of my vehicle.
3. I did not have an opportunity to avoid Seay, and our vehicles collided.
4. The Seay vehicle hit the front passenger's side of my vehicle and pushed it across the centerline into a vehicle driven by Dickie Shults.
5. At the time of the accident, I was driving below the speed limit, and I did not contribute to the accident in any way.
6. At all times, I had the right-of-way in my lane on Hwy. 292.
7. The sole contributing cause to the accident was the actions of Philip Seay.
8. The accident was investigated by Trooper Mace, who only charged Philip Seay with contributing to the accident.

9. Philip Seay's insurance company paid for the property damage to my vehicle.
10. Philip Seay's insurance company paid for the bodily injury claims for the occupants of my vehicle.
11. I do not believe that I am in any way liable to Dickie Shults for any injuries or damages that he may claim out of the accident.
12. I fully intend on defending myself in this lawsuit.

11-21, 2011.

Angela Miller
Angela Miller

SWORN to before me

this 21st day of November, 2011.

Madonna B. Cromer
Notary Public for the State of South Carolina
My Commission Expires: 4/13/2020

FILED
CLERK OF COURT
SPARTANBURG COUNTY
2011 NOV 29 AM 11:29
M. HOPE BLACKLEY

COPY

STATE OF SOUTH CAROLINA)

IN THE COURT OF COMMON PLEAS

COUNTY OF SPARTANBURG)

(Jury Trial Demanded)

Dickie Shults,

Plaintiff,

AFFIDAVIT OF FRANK MILLER

vs.

C/A# 2011-CP-423951

Angela G. Miller,

Defendant.

I, Frank Miller, state the following from my own personal knowledge:

1. On July 22, 2009, I, along with my three children, were riding in a vehicle operated by my wife, Angela Miller.

2. We were proceeding west on Hwy. 292 when a vehicle operated by Philip Seay suddenly pulled out in front of us.

3. My wife did not have an opportunity to take any evasive maneuvers to avoid the Seay vehicle.

4. The Seay vehicle disregarded a stop sign and entered into our lane of travel, where we had the right-of-way.

5. The Seay vehicle struck us on the passenger's side and knocked us across the centerline of 292 into a vehicle operated by Dickie Shults.

6. The sole cause of the accident was the actions of Philip Seay.

7. Philip Seay's insurance company paid our property damage.

8. Philip Seay's insurance company paid for the bodily injury claims for the occupants.

FILED
CLERK OF COURT
SPARTANBURG COUNTY
2011 NOV 29 AM 11:39
M. HOE BLACKBURN

of my vehicle.

11. Angela Miller did not cause or contribute to the subject accident or cause or contribute to any injuries or damages of Dickie Shults.

11/21, 2011.

Frank Miller
Frank Miller

SWORN to before me

this 21ST day of November, 2011.

Madonna B. Comer
Notary Public for the State of South Carolina
My Commission Expires: 4/13/2020

FILED
CLERK OF COURT
2011 NOV 29 AM 11:29
M. HOPE BLACKLEY
DARTMOUTH COUNTY

STATE OF SOUTH CAROLINA)

IN THE COURT OF COMMON PLEAS

COUNTY OF SPARTANBURG)

(Jury Trial Demanded)

Dickie Shults,)

Plaintiff,)

AFFIDAVIT OF CHRIS MACE

vs.)

C/A#: 2011-CP-42-3951

Angela G. Miller,)

Defendant.)

I, Chris Mace, state the following from my own personal knowledge:

1. I am a trooper with the South Carolina Highway Patrol.
2. On July 22, 2009, I investigated an automobile accident occurring between vehicles operated by Angela Miller, Dickie Shults, and Philip Seay.
3. As part of my investigation, I spoke with the drivers of all the vehicles.
4. All the drivers agreed that Angela Miller was proceeding west on Hwy. 292 and was traveling within the speed limit of 35 miles an hour.
5. Philip Seay disregarded a traffic controlled device and pulled into Angela Miller's lane of travel.
6. At all times, Angela Miller had the right-of-way in her lane of travel, and Philip Seay should have yielded the right-of-way to Angela Miller.
7. As a result of Philip Seay striking Angela Miller's vehicle, the Miller vehicle was pushed across the centerline into a vehicle operated by Dickie Shults.
8. The sole cause that contributed to the accident was Philip Seay.

FILED
CLERK OF COURT
SPARTANBURG COUNTY
2011 DEC 21 PM 3:57
M. HOPE BLACKLEY

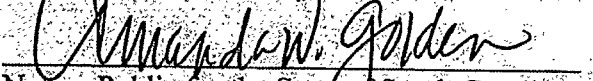
9. Angela Miller did not cause or contribute to the subject accident.
10. I completed the attached accident report based on my investigation and the information provided to me by the drivers of the vehicles.

12/21/2011, 2011.


Chris Mace

SWORN to before me

this 21st day of December, 2011.



Notary Public for the State of South Carolina

My Commission Expires: 12/29/2015

FILED
CLERK OF COURT
SPARTANBURG COUNTY
2011 DEC 21 PM 3:51
M. HOPE BLACKLEY

639

COPY

ORIGINAL

[illegible]

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

Dickie Shults,

Plaintiff,

vs.

Angela G. Miller,

Defendant.

C.A. No.: 2011-CP-42-3951

**MOTION TO RECONSIDER,
ALTER OR AMEND THE ORDER
SETTING ASIDE ENTRY OF DEFAULT**

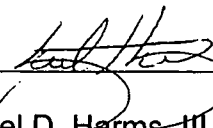
YOU WILL PLEASE TAKE NOTICE that the plaintiff(s) hereby make a motion and will be heard before the presiding judge of the Court of Common Pleas at the above referenced County Courthouse on the 10th day after service hereof or as soon thereafter as counsel may be heard for an Order reconsidering, altering or amending the Court's Order Setting Aside Entry of Default filed July 11, 2012. Counsel for the Plaintiff received notice of the entry of the Order on July 16, 2012.

This Motion is made pursuant to Rule 59, SCRCP and other applicable rules, the S.C. Code, and the case law of the State of South Carolina.

Counsel affirms that he has consulted with opposing counsel prior to the filing of this motion and has attempted in good faith to resolve the matter contained in the motion, or that consultation is not required under the SCRCP, that consultation would serve no useful purpose, or could not be timely held.

HARMS LAW FIRM, PA

July 18, 2012

By: 

Samuel D. Harms, III, Esq.
SC Bar Number: 13537
33 Market Point Drive
Greenville, SC 29607
(864) 277-0102

FILED
CLERK OF COURT
SPARTANBURG COUNTY
2012 JUL 20 PM 2:10
M. DE SLAUGHTER

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

Dickie Shults,

Plaintiff,

vs.

Angela G. Miller,

Defendant.

C.A. No.: 2011-CP-42-3951

CERTIFICATE OF SERVICE

I, the undersigned, do hereby certify that I have either hand delivered or electronically delivered or mailed, postage prepaid, a copy of the pleading(s), motion, proposed order, or other papers listed below to the party shown below on July 18, 2012.

PAPER(S):

Motion to Reconsider, Alter or Amend the Order Setting Aside Entry of Default

PARTY(IES) / ATTORNEY(S) SERVED:

Robert E. Davis
The Ward Law Firm, P.A.
P.O. Box 5663
Spartanburg, SC 29304

HARMS LAW FIRM, P.A.

July 18, 2012

By 

33 Market Point Drive
Greenville, SC 29607
(864) 277-0102

FILED
CLERK OF COURT
SPARTANBURG COUNTY
2012 JUL 20 PM 2:11
M. HOPE ALACOLEY

STATE OF SOUTH CAROLINA)

IN THE COURT OF COMMON PLEAS

COUNTY OF SPARTANBURG)

(Jury Trial Demanded)

Dickie Shults,)

Plaintiff,)

vs.)

Angela G. Miller,)

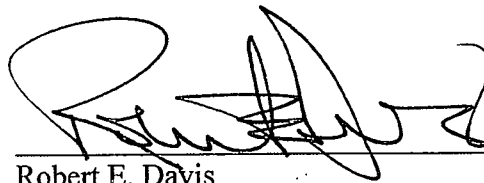
Defendant.)

**DEFENDANT'S
MOTION FOR SUMMARY JUDGMENT**

C/A#: 2011-CP-42-3951

Defendant moves for summary judgment pursuant to Rule 56, SCRCPP, on the grounds that Plaintiff cannot establish that Defendant breached any duty that caused or contributed to Plaintiff's alleged injuries. Defendant references previous Affidavits filed with this Court along with transcripts of the parties' depositions.

THE WARD LAW FIRM, P.A.
Attorneys for Defendant



Robert E. Davis
233 South Pine Street
P. O. Box 5663
Spartanburg, South Carolina 29304
(864) 591-2369
(864) 585-3090 (facsimile)

10/31, 2012.

STATE OF SOUTH CAROLINA)
)
COUNTY OF SPARTANBURG)

IN THE COURT OF COMMON PLEAS

(Jury Trial Demanded)

Dickie Shults,)
)
Plaintiff,)

CERTIFICATE OF SERVICE

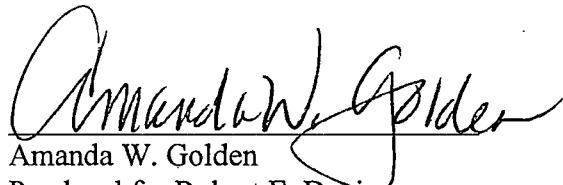
vs.)

C/A#: 2011-CP-42-3951

Angela G. Miller,)
)
Defendant.)
_____)

The undersigned hereby certifies that Defendant's Motion for Summary Judgment was served upon the attorneys of record on October 31, 2012, by depositing copies of the same via United States mail, postage affixed, to the following address:

Samuel D. Harms, III, Esquire
Harms Law Firm, PA
33 Market Point Drive
Greenville, SC 29607
Attorney for Plaintiff


Amanda W. Golden
Paralegal for Robert E. Davis

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF SPARTANBURG	)	(Jury Trial Demanded)
Dickie Shults,	)	
	)	DEFENDANT'S BRIEF IN SUPPORT OF
Plaintiff,	)	MOTION FOR SUMMARY JUDGMENT
	)	
vs.	)	
	)	C/A#: 2011-CP-42-3951
Angela G. Miller,	)	
	)	
Defendant.	)	
_____	)	

Angela Miller moves for summary judgment pursuant to Rule 56, SCRPC, on the grounds that Plaintiff cannot establish that Miller breached any duty that caused or contributed to Plaintiff's alleged injuries. Miller simply is not at fault for this accident, and Plaintiff cannot present any evidence otherwise. Accordingly, this Court should grant Miller judgment as a matter of law.

Factual History

On July 22, 2009, Miller, her husband, and their three children were traveling on Highway 292 when a vehicle driven by Philip Seay disregarded a stop sign from a side street and pulled directly in front of Miller's vehicle. Seay struck the front passenger's side of Miller's vehicle in Miller's lane of travel and pushed it across the centerline into a vehicle driven by Plaintiff.

The accident was investigated by Trooper Chris Mace. Mace signed the attached affidavit indicating that Miller had the right-of-way when Seay disregarded the stop sign. Based on his conversations with the parties involved, Mace determined that Seay's actions were the sole cause that contributed to the accident. Everyone admitted that Miller did not cause or contribute to the subject accident.

Plaintiff has given a deposition in this case. Plaintiff admits that Miller had the right-of-way on Highway 292 (Shults depo. p. 48.) He knows that Seay pulled out in front of Miller when she had the right-of-way. Id. He could not offer any testimony against Miller.

Procedural History

Plaintiff filed a separate suit against Seay. Plaintiff has settled all claims with Seay including underinsured claims.

Seay's insurance company paid for the property damage to Miller's vehicle. Seay's insurance company paid for the bodily injury claims for the occupants of the Miller vehicle.

Plaintiff filed this action against Miller. Miller moves for summary judgment.

Standard of Review

"[T]he plain language of Rule 56(c) mandates the entry of summary judgment, after adequate time for discovery and upon motion, against a party who fails to make a showing sufficient to establish the existence of an element essential to that party's case, and on which that party will bear the burden of proof at trial." Celotex Corp. v. Catrett, 477 U.S. 317, 322, 106 S.Ct. 2548, 91 L.Ed.2d 265 (1986). The "obligation of the nonmoving party 'is particularly strong when the nonmoving party bears the burden of proof.'" Hughes v. Bedsole, 48 F.3d 1376, 1381 (4th Cir.1995) (quoting Pachaly v. City of Lynchburg, 897 F.2d 723, 725 (4th Cir.1990)). Summary judgment is not "a disfavored procedural shortcut," but an important mechanism for weeding out "claims and defenses [that] have no factual basis." Celotex, 477 U.S. at 327, 106 S.Ct. 2548.

Argument

Miller is entitled to judgment as a matter of law because Plaintiff cannot present any evidence that she was negligent.

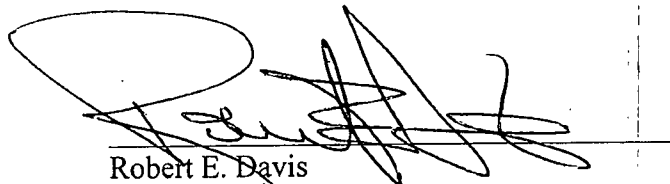
To succeed in a negligence cause of action, the plaintiff must establish (1) the defendant owed a duty of care to the plaintiff; (2) the defendant breached the duty by a negligent act or omission; (3) the defendant's breach was the actual and proximate cause of the plaintiff's injury; and (4) the plaintiff suffered an injury or damages. Moore v. Weinberg, 373 S.C. 209, 220-21, 644 S.E.2d 740, 746 (Ct. App. 2007).

In this case, Plaintiff cannot present any evidence that Miller breached any duty. In fact, all the evidence establishes that Miller did not breach any duty and was not the cause of the accident.¹ Without any evidence that Miller caused this accident, Miller is entitled to summary judgment. Kase v. Ebert, 392 S.C. 57, 707 S.E.2d 456 (Ct. App. 2011).

Conclusion

For the reasons set forth above, this Court should grant Miller's motion for summary judgment.

THE WARD LAW FIRM, P.A.
Attorneys for Defendant



Robert E. Davis
233 South Pine Street
P. O. Box 5663
Spartanburg, South Carolina 29304
(864) 591-2369
(864) 585-3090 (facsimile)

1/30, 2013.

¹ Plaintiff has already recovered from the at-fault party, Seay.

STATE OF SOUTH CAROLINA)

IN THE COURT OF COMMON PLEAS

COUNTY OF SPARTANBURG)

(Jury Trial Demanded)

Dickie Shults,)

Plaintiff,)

AFFIDAVIT OF CHRIS MACE

vs.)

C/A#: 2011-CP-42-3951

Angela G. Miller,)

Defendant.)

FILED
CLERK OF COURT
SPARTANBURG COUNTY
2011 DEC 21 PM 3:57
M. HOPE BLACKLEY

I, Chris Mace, state the following from my own personal knowledge:

1. I am a trooper with the South Carolina Highway Patrol.
2. On July 22, 2009, I investigated an automobile accident occurring between vehicles operated by Angela Miller, Dickie Shults, and Philip Seay.
3. As part of my investigation, I spoke with the drivers of all the vehicles.
4. All the drivers agreed that Angela Miller was proceeding west on Hwy. 292 and was traveling within the speed limit of 35 miles an hour.
5. Philip Seay disregarded a traffic controlled device and pulled into Angela Miller's lane of travel.
6. At all times, Angela Miller had the right-of-way in her lane of travel, and Philip Seay should have yielded the right-of-way to Angela Miller.
7. As a result of Philip Seay striking Angela Miller's vehicle, the Miller vehicle was pushed across the centerline into a vehicle operated by Dickie Shults.
8. The sole cause that contributed to the accident was Philip Seay.

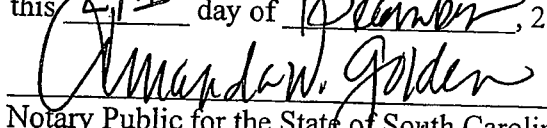
9. Angela Miller did not cause or contribute to the subject accident.
10. I completed the attached accident report based on my investigation and the information provided to me by the drivers of the vehicles.

12/21/2011, 2011.


Chris Mace

SWORN to before me

this 21st day of December, 2011.


Notary Public for the State of South Carolina

My Commission Expires: 12/29/2015

FILED
CLERK OF COURT
SPARTANBURG COUNTY
2011 DEC 21 PM 3:57
M. HOPE BLACKLEY

No. 639!

ORIGINAL

[illegible]

 COPY

STATE OF SOUTH CAROLINA

COURT OF COMMON PLEAS

COUNTY OF SPARTANBURG

C.A. NO. 2012-CP-42-3951

Dickie Shults,

Plaintiff,

vs.

Angela G. Miller,

Defendant.



Deposition of **DICKIE SHULTS**

Pursuant to notice of deposition and/or agreement in the above-entitled case, a deposition was taken on the 29th day of October, 2012 commencing at approximately 9:50 a.m. attended by counsel as follows:

- 1 Q. It's got her going down Highway 292; correct?
- 2 A. Yes, sir.
- 3 Q. And she would have the right-of-way on 292 wouldn't
- 4 she?
- 5 A. Yes, sir.
- 6 Q. Mr. Seay would have -- if he was going to pull onto
- 7 to 292 he would have to yield the right-of-way to
- 8 Ms. Miller; correct?
- 9 A. Yes, sir.
- 10 Q. All right, thank you, sir. Did you go to any court
- 11 proceedings or anything for any tickets that were
- 12 given?
- 13 A. No.
- 14 Q. Do you know what fire department came out there?
- 15 A. I would think it would've been Boiling Springs or
- 16 either New Prospect, I'm not sure.
- 17 Q. Did anybody take any photographs of the vehicles or
- 18 anything while they were out there?
- 19 A. I don't know.
- 20 Q. Did you ever take any photographs?
- 21 A. No.
- 22 Q. Did you make any complaint of injury to the police
- 23 officer?
- 24 A. No, sir.
- 25 Q. You said an ambulance came. Did anybody leave in an

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

Dickie Shults,

Plaintiff,

vs.

Angela G. Miller,

Defendant.

C.A. No.: 2011-CP-42-3951

**MOTION TO RECONSIDER,
ALTER OR AMEND THE ORDER
GRANTING DEFENDANT'S MOTION FOR SUMMARY JUDGMENT**

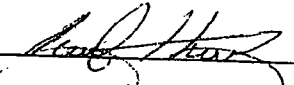
YOU WILL PLEASE TAKE NOTICE that the plaintiff(s) hereby make a motion and will be heard before the presiding judge of the Court of Common Pleas at the above referenced County Courthouse on the 10th day after service hereof or as soon thereafter as counsel may be heard for an Order reconsidering, altering or amending the Court's Order Granting the Defendant's Motion for Summary Judgment filed March 18, 2013. Counsel for the Plaintiff received notice of the entry of the Order on March 21, 2013.

This Motion is made pursuant to Rule 59, SCRCP and other applicable rules, the S.C. Code, and the case law of the State of South Carolina.

Counsel affirms that he has consulted with opposing counsel prior to the filing of this motion and has attempted in good faith to resolve the matter contained in the motion, or that consultation is not required under the SCRCP, or that consultation would serve no useful purpose, or could not be timely held.

HARMS LAW FIRM, P.A.

March 22, 2013

By: 

Samuel D. Harms, III, Esq.
SC Bar Number: 13537
33 Market Point Drive
Greenville, SC 29607
(864) 277-0102

FILED
CLERK OF COURT
SPARTANBURG COUNTY
2013 MAR 25 AM 10:07
MAIOP DE ACKLEY

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

Dickie Shults,

Plaintiff,

vs.

Angela G. Miller,

Defendant.

C.A. No.: 2011-CP-42-3951

CERTIFICATE OF SERVICE

I, the undersigned, do hereby certify that I have either hand delivered or electronically delivered or mailed, postage prepaid, a copy of the pleading(s), motion, proposed order, or other papers listed below to the party shown below on March 22, 2013.

PAPER(S):

Motion to Reconsider, Alter or Amend the Order Granting Defendant's Motion for Summary Judgment

PARTY(IES) / ATTORNEY(S) SERVED:

Judge J. Derham Cole
Spartanburg County Courthouse
180 Magnolia Street
Spartanburg, SC 29306

Robert E. Davis
The Ward Law Firm, P.A.
P.O. Box 5663
Spartanburg, SC 29304

HARMS LAW FIRM, P.A.

March 22, 2013

By: 

33 Market Point Drive
Greenville, SC 29607
(864) 277-0102

FILED
CLERK OF COURT
SPARTANBURG COUNTY
2013 MAR 25 AM 10:07
M. HOPE BLACKLEY

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM SPARTANBURG COUNTY
Court of Common Pleas

J. Derham Cole, Circuit Court Judge

Case No. 2011-CP-42-3951

RECEIVED

FEB 23 2015

SC Court of Appeals

Dickie Shults, ...Appellant,

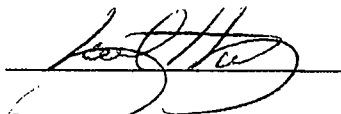
v.

Angela G. Miller, ...Respondent.

NOTICE OF APPEAL

Dickie Shults appeals the final judgment of the Honorable J. Derham Cole dated January 26, 2015 and filed January 27, 2015. Appellant received written notice of entry of this judgment on February 2, 2015. Appellant also appeals the Order Setting Aside Entry of Default filed July 11, 2012 and the Order denying the Plaintiff's motion to reconsider, and granting the Defendant's motion for summary judgment, filed on March 18, 2013.

February 20, 2015


Samuel D. Harms
Harms Law Firm, P.A.
33 Market Point Drive
Greenville, SC 29607
(864) 277-0102
Attorney for Appellant

Other Counsel of Record:

Robert E. Davis, Esq.
The Ward Law Firm, P.A.
P.O. Box 5663
Spartanburg, SC 29304
(864) 591-2369
Attorney for Respondent

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM SPARTANBURG COUNTY
Court of Common Pleas

J. Derham Cole, Circuit Court Judge

Case No. 2011-CP-42-3951

RECEIVED
FEB 23 2015
SC Court of Appeals

Dickie Shults, ...Appellant,

v.

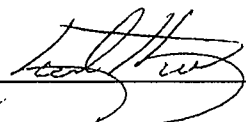
Angela G. Miller, ...Respondent.

PROOF OF SERVICE

I certify that I have served the Notice of Appeal on Angela G. Miller by depositing a copy of it in the United States Mail, postage prepaid, on February 20, 2015, addressed to her attorney of record:

Robert E. Davis, Esq.
The Ward Law Firm, P.A.
P.O. Box 5663
Spartanburg, SC 29304

February 20, 2015



Samuel D. Harms
Harms Law Firm, P.A.
33 Market Point Drive
Greenville, SC 29607
(864) 277-0102
Attorney for Appellant

1 STATE OF SOUTH CAROLINA)
2 COUNTY OF SPARTANBURG) IN THE COMMON PLEAS COURT
3
4 Dickie Shults,)
5 Plaintiff,) TRANSCRIPT OF RECORD
6 -vs-) 2011-CP-42-3951
7 Angela G. Miller,)
8 Defendant.) January 3, 2012
9 Spartanburg, South Carolina
10
11

12 B E F O R E:

13 HONORABLE J. DERHAM COLE, JUDGE
14
15

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

17 SAMUEL DARRYL HARMS, ESQUIRE
18 Attorney for the Plaintiff

19 ROBERT ERIC DAVIS, ESQUIRE
20 Attorney for the Defendant
21
22
23

24 Linda D. Moffitt
25 Circuit Court Reporter

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

INDEX

Motions -- page 3.

No sworn testimony; no exhibits entered into evidence.

1 THE COURT: This is Shults vs. Miller.

2 MR. DAVIS: Yes, sir, Your Honor.

3 THE COURT: And, Mr. Davis, you represent the
4 defendants?

5 MR. DAVIS: Yes, sir.

6 THE COURT: Mr. Harms, you represent the plaintiff?

7 MR. HARMS: Yes, Your Honor.

8 THE COURT: This is the defendant's motion to set
9 aside the entry of default?

10 MR. DAVIS: That's correct, Your Honor.

11 THE COURT: All right. Mr. Davis.

12 MR. DAVIS: May it please the Court, Your Honor.

13 Robbie Davis. I'm here on behalf of Angela Miller on our
14 motion to set aside the entry of default.

15 Originally there was also a default damages hearing
16 that had been scheduled by the plaintiff. My understanding
17 is that they have withdrawn that with leave to potentially
18 refile that at a later date. So therefore we've asked the
19 Court to go ahead and hear this motion for -- to set aside
20 the entry of default.

21 I previously sent Your Honor and opposing counsel last
22 week a brief in support of this motion. If I may approach,
23 Your Honor, I'll hand up the original copy.

24 Your Honor, this case involves an automobile accident
25 that occurred on July the 22nd of 2009. The basis of this

1 motion to set aside the entry of default is the defendant
2 in this case is simply not at fault for this accident.

3 In support of the motion I've attached three
4 affidavits in the back of the motion -- the affidavit of my
5 client, Angela Miller; the affidavit of her passenger,
6 Frank Miller; and the affidavit of the highway patrolman
7 that investigated the accident, Chris Minx.

8 All three affidavits state that my client was not at
9 fault for the accident, that at all times she had the
10 right-of-way and was -- the accident was caused by the sole
11 negligence of a Phillip Michael Seay.

12 The evidence and the affidavits as attached indicate
13 that my client had the right-of-way and was proceeding on
14 Highway 292 when Mr. Seay disregarded a stop sign and
15 pulled into the path and hit my client's vehicle. When he
16 hit my client's vehicle it was pushed into another vehicle
17 that was operated by the plaintiff in this case, Mr. Dickie
18 Schults.

19 Mr. Schults has filed suit against Mr. Seay in a
20 separate cause of action that's currently pending in this
21 court, and has also filed suit against my client, Ms.
22 Miller.

23 They served my client with interrogatories and
24 requests to produce. We've responded to discovery. We
25 have served discovery upon the plaintiff but have not

1 received any responses back from them.

2 The issue in this case is simply can we establish good
3 cause to set aside the entry of default. And the standard
4 that is set forth in my brief is that good cause according
5 to our Supreme Court and the Court of Appeals is to be
6 liberally construed to promote justice and to dispose of
7 cases on the merits.

8 It states that in most cases the opposing parties
9 suffers no prejudice and that a plaintiff is not entitled
10 to default as a matter of right.

11 In fact, cases in this state, as across this country,
12 are encouraged to be decided by trials on the merits, and
13 that's what we're asking for in this case.

14 There was some confusion when the suit was initially
15 served on my client because prior to the suit being served
16 the at-fault party who the plaintiff has sued already, Mr.
17 Seay -- his insurance had paid the property damage and
18 injury claims of my client.

19 She had in the interim between the time of the
20 accident and the time suit was filed -- had had a different
21 insurance company name. And although she handed the stuff
22 in, there was some confusion because in her mind as well as
23 others about the -- who was going to be responsible for
24 this given that the at-fault party who the plaintiff has
25 sued has already satisfied all of her damages.

1 In never -- in any event, we were able to file an
2 answer within two or three days of when it was due. The
3 suit was filed in September -- I believe September 15th.
4 Our answer was due on October 17th, and our answer was
5 filed on October 20.

6 So looking at the Sundown standards for relief of
7 entry of default the timing of the motion for relief is the
8 first issue. And we have answer filed within just a few
9 days of when it was due.

10 The next issue is do we have a meritorious defense,
11 and we certainly do, Your Honor, as set forth in the
12 affidavits and as set forth in the evidence before this
13 Court.

14 My client was involved, and she is here. She's ready,
15 willing, able, wants to defend herself, the allegations
16 that are pending against her. Although we haven't received
17 any discovery responses, the plaintiff's indicated that
18 there's substantial claims against her, that she wants to
19 defend this. And so we are able to show not only that the
20 timing was done very quickly, that we have a meritorious
21 defense as not only her affidavit says but also the trooper
22 who investigated the accident.

23 And the only issue that we need to address is
24 prejudice, does the plaintiff suffer any prejudice as a
25 result of my client defending himself. And the answer to

1 that is absolutely not.

2 Professor Flanagan in his treatise on South Carolina
3 Rules of Civil Procedure states that in most cases an
4 opposing party suffers little or no prejudice because
5 there's no detrimental reliance on an entry of default.

6 There is no prejudice in this case, Your Honor,
7 because the plaintiff has sued the at-fault party and has a
8 separate suit pending against the at-fault party and can
9 receive full judgment against the at-fault party.

10 Failure to let us out could potentially lead to
11 inconsistent verdicts. And what we need to do in this case
12 is just have a, a complete trial on the merits, Your Honor.

13 We're not asking for anything other than to be allowed
14 to file the answer to defend the case, to participate in
15 discovery as the plaintiff has already participated with us
16 by serving us discovery that we responded to and to, to, to
17 get relief from the entry of default. Thank you, Your
18 Honor.

19 THE COURT: Mr. Harms.

20 MR. HARMS: Your Honor, the primary and first issue in
21 this case is whether or not there is good cause to allow
22 the defendant to be relieved from the entry of default.

23 I'd like to hand up to you the case decided on
24 November 9th of 2011, just two months ago, in the case of
25 Wilder vs. Blue Ribbon Taxicab Corporation. The appeal

1 number is 4910, which I think fairly lays out what the
2 current law is at this time since the case is only two
3 months old.

4 Your Honor, if you move to the highlighted portion on
5 the second page, it's highlighted on all of the copies. It
6 said regarding the Rule 55(c), a good cause definition,
7 says, quote, "This standard requires a party seeking relief
8 from an entry of default to provide an explanation for the
9 default and give reasons why vacation of the default entry
10 would serve the interests of justice." And then it quotes
11 the Sundown Operating case.

12 It goes on to say, quote, "Once a party has put forth
13 a satisfactory explanation the court must consider the
14 following Wham factors."

15 Your Honor, it's clear that the party seeking relief
16 from the entry of default must provide an explanation for
17 the default and why it would serve the interest of justice
18 for the vacation to occur.

19 It also makes it clear that there must be a
20 satisfactory explanation as to why the party did not
21 answer.

22 In this case there has been explanation at all. No
23 attorney was hired prior to the entry of default. Mr. Rob
24 Davis and the Ward Law Firm were hired after the entry of
25 the default.

1 This Court has been provided literally no guidance, no
2 explanation as to why Angela Miller did not answer the
3 complaint filed and served against her. And for that
4 reason we would ask that their motion be denied.

5 As far as the getting to the substance of the three
6 elements that you get to once an explanation has been
7 provided, as far as the timing of the motion for relief
8 according to my records we have slightly different dates
9 than he does by just a couple of days.

10 I have down that the motion to set aside the entry of
11 default occurred on October 26, 2011. I think he had
12 mentioned October the 20th. It's only a difference of six
13 days. Whether or not that's important to you -- I could be
14 wrong, but I'll stand corrected. You have all the
15 documents filed with the clerk, and they will be able to
16 give the clear date. I just wanted to point that out.

17 Whether the defendant has a meritorious defense, they
18 did file three affidavits regarding that issue, and that's
19 for you to decide.

20 And then the degree of prejudice to the plaintiff is
21 relief is granted, I would just simply point out that the
22 prejudice to the plaintiff would be prejudicial in this
23 case.

24 We did not ask for a jury trial. We asked for a trial
25 by -- a bench trial. If the answer is allowed to be filed,

1 the defendants filed for a request for a jury trial, that
2 would actually change the mode of operation or the mode of
3 -- the mode of operation as to how the damages would be
4 determined. And that would certainly be a significant
5 change to go from a bench trial to a jury trial. So we
6 think that that's what the prejudice is.

7 Ultimately, Your Honor, we don't think you ever get to
8 the three Wham factors because there is no explanation for
9 why she is in default. So you never even have to reach
10 those issues. Thank you, Your Honor.

11 THE COURT: All right. Mr. Davis.

12 MR. DAVIS: Your Honor, addressing the points raised
13 by Mr. Harms, is this: As I've pointed out to the Court,
14 the reason for the delay in this case was simply due to --
15 Ms. Miller was not at fault in this accident. She was not
16 charged with the accident. She had the right-of-way. And
17 all her damages have been paid for by someone else, by the
18 at-fault party that the plaintiff has already sued.

19 She misunderstood, but she did hand over her paper
20 that was -- to an insurance company. There was a change in
21 the actual companies that took place. But the confusion
22 led to this answer being filed a few days late.

23 This is the exact type situation where relief should
24 be granted looking at the three factors in the
25 Wham-Sundown, however you want to describe it, we can

1 satisfy all three.

2 The -- their prejudice of having to try a case before
3 a jury as opposed to before Your Honor or another judge is
4 not a prejudice that they're talking about in this type of
5 decision.

6 The prejudice they're talking about in these elements
7 are inability to assert a claim that could otherwise --
8 would have been asserted but for the entry of default. In
9 this case he can assert whatever he wants and has asserted
10 not only against my client but the at-fault party.

11 We believe that in the interest of justice that there
12 should be a full trial on the merits. We believe that this
13 is the exact type of case in which relief from entry should
14 be -- good cause for relief entry of default should be
15 granted. And we believe that applying these standards that
16 we should be allowed to defend ourselves. Thank you, Your
17 Honor.

18 THE COURT: All right. I'll review the affidavits
19 which have been submitted and issue an order.

20 MR. DAVIS: Thank you, Your Honor.

21 MR. HARMS: Thank you, Your Honor.

22 END OF REQUESTED TRANSCRIPT OF RECORD
23
24
25

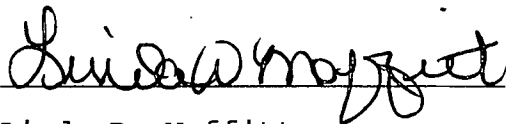
1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

CERTIFICATE

I, the undersigned Linda D. Moffitt, Official Court Reporter for the Seventh Judicial Circuit of the State of South Carolina, do hereby certify that the foregoing is a true, accurate and complete Transcript of Record of all the proceedings had and evidence introduced in the trial of the captioned cause, relative to appeal, in the Common Pleas Court for Spartanburg County, South Carolina, on the 3rd day of January 2012.

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

April 16, 2012



Linda D. Moffitt
Circuit Court Reporter

1 STATE OF SOUTH CAROLINA)
2 COUNTY OF SPARTANBURG) IN THE COMMON PLEAS COURT
3
4 Dickie Shults,)
5 Plaintiff,) TRANSCRIPT OF RECORD
6 -vs-) 2011-CP-42-3951
7 Angela G. Miller,)
8 Defendant.) February 7, 2013
9) Spartanburg, South Carolina
10
11

12 B E F O R E:

13 HONORABLE J. DERHAM COLE, JUDGE
14
15

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

17 SAMUEL DARRYL HARMS, ESQUIRE
18 Attorney for the Plaintiff

19 ROBERT ERIC DAVIS, ESQUIRE
20 Attorney for the Defendant
21
22
23

24 Linda D. Moffitt
25 Circuit Court Reporter

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

INDEX

Motions -- page 3.

No sworn testimony; no exhibits entered into evidence.

1 THE COURT: This is your motion for reconsideration.

2 MR. HARMS: This is my motion to reconsider your order
3 setting aside the entry of default that was issued in July
4 of 2012.

5 THE COURT: Okay.

6 MR. HARMS: Your Honor, if I could hand up to the
7 Court, I have the order setting aside the entry of default
8 for reference.

9 THE COURT: I've got a copy.

10 MR. HARMS: You've got it.

11 THE COURT: I've got the original.

12 MR. HARMS: All right. And then since the original
13 motion hearing we have taken the deposition of the
14 defendant, Angela Miller. I'm submitting that --
15 submitting that..

16 Your Honor, on our motion for -- to reconsider we have
17 two primary arguments.

18 First the argument is that as we have previously
19 argued to the Court under a motion to set aside the entry
20 of default under rule 55(c) the defendant must show good
21 cause as to why entry of default should be vacated.

22 And in this case we had argued that the defendant did
23 not have any good cause in that -- in actually oral
24 argument roughly a year ago I had pointed out that the
25 defendant had never advanced any reason at all as to why

1 she had good cause as to -- for failure to file an answer.

2 However, in your order that you had issued you had put
3 down under the good-cause-in-this-case section on page two,
4 you had said, quote, "Defendant argues that good cause
5 exists to set aside the entry of default. I agree. I
6 believe the defendant has adequately satisfied the standard
7 for relief set forth in Sundown. Defendant explained there
8 was some confusion with Seay's insurance accepting
9 liability for the accident and a change of her own
10 insurance companies."

11 Your Honor, that's all that you do to speak about good
12 cause.

13 There was no evidence presented at the hearing that
14 the defendant was confused about, say, his insurance
15 company accepting liability for the accident, and there was
16 no evidence that she had a change in any of her insurance
17 companies. Even if there was that would not be good cause.

18 Since the hearing I have taken her deposition, and
19 I've submitted that to the Court.

20 What the defendant said in her deposition was that she
21 was served with a summons and complaint on Thursday,
22 September 15th of 2011. That's at page 62.

23 She said that she gave the summons and the complaint
24 to her husband and told her husband to deliver it to the
25 insurance agent. That's at page 63 and 64.

1 She said that she had believed that her husband had
2 delivered it approximately three days to a week after she
3 gave it to him. However, she never actually went to the
4 insurance agency to find out if her husband, in fact, did
5 deliver the papers.

6 I think that's an important issue. And most
7 importantly, at no point in time did she ever call her
8 insurance agency, which was the Watson Insurance Agency, to
9 find out if they had ever received the paperworks.

10 She had absolutely no communications with the
11 insurance agency following up after her service. That's at
12 pages 72, 73 and 75.

13 We think that the failure of her to actually deliver
14 the paperwork herself and the failure for her to make any
15 telephone calls would negate any good cause she has.

16 She testified the next thing that happened is she
17 received the paperwork for notice of the entry of default
18 and a call from Nationwide Insurance company, slash, Allied
19 Insurance Company. I think it's a subsidiary parent
20 company. We'll call it Nationwide Insurance Company.

21 The next thing she got was a call from Nationwide
22 Insurance Company saying that a default had been entered
23 against her.

24 So, Your Honor, we think that there is absolutely no
25 evidence that she can show that there is good cause to

1 reopen or to relieve her of judgment and that it would
2 serve any interest of judgment. That's my first main
3 argument.

4 My second main argument is that I would just ask you
5 to reconsider my argument that -- that one of the factors
6 we need to identify or discuss is whether or not we had
7 suffered any prejudice.

8 I had advanced the argument that the prejudice in this
9 case is that the mode of -- the mode of trial would change
10 from a trial by a judge or a bench trial into, since the
11 defendant was allowed to file an answer requesting a jury
12 trial, changing it from a jury trial, would be prejudice,
13 would show prejudice per se.

14 Thank you, Your Honor.

15 THE COURT: All right. You better give me a copy of
16 that order, because the original I have doesn't have a page
17 three. Do y'all have a page three?

18 MR. HARMS: Yeah, I have a page three. I'll hand
19 up -- I'll hand up what I have, is the signed copy and the
20 stamped copy. It's consisting of at least three pages on
21 mine.

22 THE COURT: Thank you.

23 MR. DAVIS: May it please the Court, Your Honor.

24 THE COURT: Mr. Davis.

25 MR. DAVIS: Robbie Davis here on behalf of defendant

1 Angela Miller.

2 Your Honor, basically this is a case that should have
3 never been filed in the first place.

4 To refresh the Court's recollection, it involved an
5 automobile accident that occurred back in February of --
6 I'm sorry -- July 22nd of 2009.

7 As attached to my initial brief in support of the
8 motion to set aside the entry of default, I explained to
9 the Court and attached affidavits that this accident was in
10 no way my client's fault, Ms. Miller's fault.

11 She was traveling along the road in her lane of
12 travel, had the right of way, when another person,
13 Mr. Seay, Phillip Seay, disregarded a stop sign and pulled
14 directly into her lane of travel colliding with her
15 vehicle, which then pushed her across the center line into
16 the vehicle that was driven by the plaintiff, Mr. Dickie
17 Shults.

18 Mr. Shults filed a suit against Mr. Seay in a separate
19 action and then later on filed this action against
20 Ms. Miller. And the reason why as I understand was that
21 there was a worker's comp claim and that the worker's comp
22 was forcing this issue on the matter.

23 In any event, Ms. Miller, her husband and children
24 were all in the vehicle. They have signed affidavits --
25 the adults have -- indicating that the accident was not her

1 fault, that she was in her lane and had the right of way
2 when Mr. Seay pulled in front of her.

3 I've also attached an affidavit in my initial brief of
4 the investigating state trooper, Mr. Chris Mace, who said
5 that he investigated the accident, he spoke with all three
6 drivers, all three drivers were in agreement that
7 Ms. Miller was not at fault for this accident, that
8 Mr. Seay pulled in front of her vehicle, caused the
9 accident and that the sole cause of the accident was
10 Phillip Seay.

11 Now, when suit was filed against Ms. Miller and-but
12 when this Court initially heard the motion it was to set
13 aside an entry of default. And basically to set aside an
14 entry of default, as the Court is well aware, is a
15 good-cause standard.

16 The Supreme Court has told us what constitutes good
17 cause, and it's in the Sundown Operating Company case, and
18 it's three factors which this Court cited in its order
19 setting aside the entry of default.

20 The three factors that establish good cause are the
21 timing of the defendant's motion for relief, whether the
22 defendant has a meritorious defense and the degree of
23 prejudice to which the plaintiff -- if relief is granted.

24 Now, the Court heard and ruled that the Sundown
25 factors in this case established were established and that

1 Ms. Miller would be entitled to relief from the entry of
2 default and that the case should proceed for a trial on the
3 merits, which of course is favored in South Carolina.

4 The standard for good cause as the Supreme Court and
5 the Court of Appeals have all said is to be liberally
6 construed to promote justice and dispose of cases on the
7 merits.

8 So in this case we needed to look at the timing of the
9 motion for relief, whether there's a meritorious defense
10 and the degree of prejudice, which this Court did.

11 The answer in this case was three days late. And
12 there was confusion about the insurance that was involved
13 in the case and how it was to be applied.

14 The Millers changed agencies. They changed agencies,
15 and somehow there was a confusion and the answer was a
16 couple of days late. But the answer here is -- it was only
17 a couple of days late.

18 And the first prong for good cause, the timing of the
19 motion for relief, this Court correctly found was met.
20 That whether Ms. Miller had a meritorious defense is amply
21 established in this case by the affidavits, by the accident
22 report and by the investigation of the trooper that
23 investigated this accident.

24 And the last thing is the prejudice, and there is no
25 prejudice by having to go to a jury trial. In fact, there

1 is no prejudice whatsoever because since this Court has
2 heard this motion and ruled on it we've had a mediation in
3 this case. And this case was mediated with the --
4 Mr. Seay's case with the worker's comp claim.

5 And Mr. Shults has received [REDACTED] settlement, [REDACTED]
6 [REDACTED] from the Seay case. So there's no prejudice to
7 that. They reached that settlement on their own. It was
8 not something that was forced on them.

9 They have received what we would consider to be [REDACTED]
10 [REDACTED] So there's certainly no prejudice to
11 Mr. Shults. He's [REDACTED] He's [REDACTED] what we would
12 say [REDACTED]

13 And anything that he's trying to get here would be as
14 a result of a mere technicality, and that would not promote
15 justice and would not be what we would think that the
16 courts of this state would allow or would find would be
17 responsive to the Sundown factors.

18 So, Your Honor, I believe that the Court did
19 adequately and legally apply the Sundown factors. We've
20 met all three prongs of it. We've provided the Court with
21 evidence for all three prongs for it.

22 In addition, since we have last been before Your Honor
23 we have taken the deposition of the plaintiff, Mr. Dickie
24 Shults. And I asked him under oath about the case and the
25 facts of it.

1 And based on that I have filed a motion for summary
2 judgment, and I believe it's pending here today. And
3 basically the motion for summary judgment -- and if I may
4 approach, Your Honor, this is the brief for it. It's very
5 short, but it's basically the same thing that the Court has
6 already heard.

7 There is no evidence whatsoever to indicate that
8 Ms. Angela Miller was at fault in this accident. I've
9 already given up to the Court her affidavit and her
10 testimony. She testified absolutely consistent with it.
11 Asked point blank were you at any way at fault for this
12 accident in her deposition, she said no.

13 And when you asked Mr. Seay, the plaintiff, about it,
14 he says, yes, Ms. Miller was in her lane of travel and,
15 yes, Mr. Seay pulled into it and as a result of Mr. Seay
16 pulling into it she was knocked into me. And the only
17 thing he can say she did was basically get knocked across
18 the center lane as a result of being contacted by Mr. Seay.

19 As I said to begin with, Your Honor, this case really
20 should never have been filed in the first place. There's
21 not ever been any evidence whatsoever to support a cause of
22 action against Ms. Miller. There's not been one shred of
23 testimony by anyone that Ms. Miller did anything wrong or
24 is in any way liable to Mr. Shults or liable for this
25 accident.

1 We have asked to come in and defend the case. We
2 have. We have proceeded to mediation, depositions, written
3 discovery.

4 And basically it is our position that the time for
5 ending this case is now. There's no further delay. The
6 plaintiff has [REDACTED] in this case from
7 Mr. Seay, from the underinsured motorist carrier, from the
8 worker's comp carrier. And there's no -- no reason for the
9 case to continue any further against Ms. Miller.

10 THE COURT: Mr. Harms.

11 MR. HARMS: Your Honor, I'll address both the -- well,
12 first on the motion to reconsider setting aside the order
13 of default a couple of things.

14 First, before you get into the 3-prong analysis that's
15 in this Sundown Operating Company's case, which they're
16 cited in our order, you first must make a determination
17 whether or not there was good cause in order to relieve the
18 defendant from default.

19 The three prongs in the Sundown's Operating Company
20 case do not establish good cause. They're simply three
21 factors to consider after good cause is shown.

22 Our argument in this case is that the defendant cannot
23 show good cause, so you never get to the three factors that
24 you get to in your brief and that you can in your order
25 from the Sundown Operating Company case. Again, we are in

1 the same posture as we were approximately a year ago.

2 Defense counsel cannot articulate any actual good
3 cause for -- that would justify his client being relieved
4 from the order.

5 He mentions -- he mentions the insurance agency, and
6 some change in insurance. But I've taken the defendant's
7 deposition, and she at no point in time in her deposition
8 indicated that she was confused as to who her insurance
9 agent was.

10 And, in fact, she testified that she gave it to the
11 correct insurance agent through her husband. She actually
12 never did it herself. And we don't know if it actually
13 ever got there because she never called up.

14 But, Your Honor, that point -- this issue was actually
15 addressed directly in Sundown Operating Company. It says,
16 quote, "Initially, we reject petitioner's argument that it
17 should be granted relief from the entry of a default
18 because it should not be held responsible for the
19 negligence of its insurance agent in failing to answer the
20 complaint. This argument is without merit."

21 So we see that the Supreme Court -- or, yes, it was
22 the Supreme Court -- we see that the Supreme Court has
23 completely rejected as without merit the exact argument
24 that defense counsel is arguing in this case, that somehow
25 the insurance agency's negligence could justify good cause.

1 The Court went on to say in the Sundown case as the
2 law is clear that an attorney or insurance company's
3 misconduct is imputed to the client.

4 And it cites Williams vs. Vanvolkenburg, 312 SC 373.
5 It says observing that an attorneys's negligence in failing
6 to answer is imputed to the defendant. It also cites
7 Roberts vs. Peterson -- P-E-T-E-R-S-O-N, 292 SC 149.

8 It says recognizing the negligence of an attorney or
9 insurance company is imputed to the defaulting litigant.

10 So whether it was something that went wrong with the
11 insurance agency, which we actually don't know because she
12 never had any telephone calls with, or whether or not she
13 was confused about which insurance call -- which insurance
14 agent she had, which she actually didn't testify to in her
15 deposition, she cannot show good cause.

16 Now, switching gears -- and I have that Sundown
17 Operating Company case. If you'd like me to hand it up
18 including the language -- I highlighted the language where
19 it talks about the mistakes of insurance agents are imputed
20 to the clients. I have one for defense counsel too.

21 Again, Your Honor, that's the case you cite in your
22 order already.

23 Your Honor, regarding the motion for summary judgment,
24 Your Honor, this is a case that is not right for
25 adjudication through summary judgment because there are all

1 sorts of genuine issues of material fact as to the
2 defendant's negligence.

3 For example, in the -- a deposition of Angela Miller
4 that's already been handed up to the Court Ms. Miller
5 testified that her husband, Frank, yelled look out prior to
6 being struck by Mr. Seay's vehicle. That's at page 21.

7 Yet when I asked Ms. Miller how far away the vehicle
8 was, Mr. Seay's vehicle was, before the moment of impact,
9 she testified on numerous occasions that she never saw
10 Mr. Seay's vehicle until after the impact had actually
11 occurred. That's at pages 32, 33 and 34.

12 Your Honor, that raises a genuine issue of material
13 fact as to whether or not the defendant was properly
14 observing the road in front of her and whether or not since
15 her husband had time to yell look out, why she did not see
16 the vehicle that was coming out directly in front of her.

17 If she had been properly observing the roadway in
18 front of her the jury could find that she could have slowed
19 down and avoided hitting my client or stopped and avoided
20 hitting my client.

21 In addition, the defendant admits that she crossed
22 over the yellow line, the yellow center line. She
23 testified it was a 2-lane road, that there was a yellow
24 center line.

25 And the defendant admitted during her deposition that

1 she crossed over the yellow center line and struck my
2 client's vehicle in his lane of travel. That's at pages 30
3 and 31.

4 Crossing over the center line is a violation of South
5 Carolina Code 56-5-1810, drive on the right side of road,
6 exceptions.

7 So Ms. Miller violated a statutory obligation imposed
8 on her which would negate any motion for summary judgment
9 and would allow the jury to determine the facts of this
10 case and whether or not her negligence -- what negligence
11 caused this accident.

12 The -- she testified that the weather was clear, page
13 25, which raises an issue as to why she didn't see the
14 other vehicle prior to the accident.

15 And at page 26 I notice that she is wearing glasses
16 during her deposition. But she testified that at the time
17 of the accident she was not wearing any glasses.

18 She testified she needs to wear glasses now in order
19 to see distances. So an issue would be raised -- again,
20 this is going back to fact that she never saw any -- she
21 never saw Mr. Seay's vehicle until after she was impacted,
22 although, even though, she could have because it was in
23 front of him.

24 It raises an issue as to whether or not she should
25 have been wearing glasses at the time of the accident since

1 her vision -- well, she raises an issue as to whether or
2 not she should have been wearing glasses.

3 And, Your Honor, I asked her at page 37 why she just
4 didn't stop before being hit by Mr. Seay's vehicle, and she
5 simply could not even see -- at page 37, she just is not
6 able to give a satisfactory answer as to why she couldn't
7 stop other than she just didn't see the vehicles.

8 Your Honor, we point out in our interrogatories to
9 them that the defendant violated various statutory
10 requirements put on her. Section 56-5-580, right of way,
11 my client had the right of way in this case. So she
12 crossed over the center line and hit him.

13 I'd already mentioned the code section dealing with
14 crossing over the center line. She violated code section
15 56-5-30 -- 3230, drivers to exercise due caution simply
16 because she wasn't -- she obviously wasn't paying enough
17 attention because she didn't see the vehicle coming out
18 from in front of her and to her right.

19 56-5-1520, general rules as to maximum speeds,
20 otherwise known as too fast for conditions. She simply
21 could not testify as to why she couldn't stop or slow down
22 before this accident.

23 And technically 56-5-2320, a vehicle turning left, she
24 technically turned left into my client's lane of travel.
25 She testified she did not have her turn signal on at the

1 time that she crossed over the center line and hit my
2 client. And so she would have violated the rule requiring
3 her to turn her turn signal on before she crossed over the
4 center line.

5 Your Honor, for those reasons it's pretty clear that
6 we need to have a jury trial assuming you don't grant my
7 relief from entry of default. In that case it would be --
8 we'd have a damages hearing in front of a judge.

9 But absent you -- you -- if you do decide to relieve
10 the defendant of default we believe then that there are all
11 sorts of factual issues that would need to be decided by
12 the trier of fact. Thank you.

13 MR. DAVIS: Very briefly in response, Your Honor.

14 As to the motion to reconsider and the Sundown
15 factors, I think it's important that the case that
16 Mr. Harms handed up to Your Honor, that below it, the
17 highlighted portion, is actually what goes to the heart of
18 this matter.

19 It says that a defendant may not to be relieved from
20 the entry of default solely because it relied to its
21 detriment on an insurance agent.

22 In that case the defendant handed the case over to his
23 insurance agent, if you look in the very next paragraph,
24 after the time for answering had expired.

25 The -- based on that the Court found that the trial

1 court's -- the Supreme Court found the trial court's
2 decision not to grant relief was affirmed.

3 And every case since then has defined the three
4 elements set forth in Sundown as I went over with the Court
5 and as is cited in this Court's order as the standard for
6 good cause every case that said that that decision rests in
7 the sound discretion of the trial judge. And in this case
8 the sound discretion of Your Honor initially in finding
9 that Ms. Miller was entitled to relief stands, and nothing
10 has changed to the contrary.

11 As for the arguments of counsel against my client in
12 this accident, basically they're ridiculous.

13 My client -- the evidence solely before this Court is
14 that she was in her lane of travel, had the right of way,
15 when a car pulled out directly in front of her and hit her,
16 caused the accident and pushed her across the center line.

17 She wasn't making a left turn. No -- there's not one
18 shred of evidence that she was ever making a left turn.

19 Even the plaintiff, Mr. Dickie Shults, was --
20 testified to that, that she was in her lane in the right of
21 way when another car hit her and pushed her in the end.

22 There is no evidence she did one thing wrong, and the
23 case should end here. It should never have been filed, but
24 we're here today asking for the Court to deny the motion to
25 reconsider and grant the motion for summary judgment.

1 Thank you, Your Honor.

2 THE COURT: All right. I'll review it and issue an
3 order.

4 END OF REQUESTED TRANSCRIPT OF RECORD
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

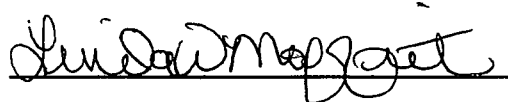
1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

CERTIFICATE

I, the undersigned Linda D. Moffitt, Official Court Reporter for the Seventh Judicial Circuit of the State of South Carolina, do hereby certify that the foregoing is a true, accurate and complete Transcript of Record of all the proceedings had and evidence introduced in the trial of the captioned cause, relative to appeal, in the Common Pleas Court for Spartanburg County, South Carolina, on the 7th day of February 2013.

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

March 29, 2013



Linda D. Moffitt
Circuit Court Reporter

1 STATE OF SOUTH CAROLINA)
2 COUNTY OF SPARTANBURG) IN THE COMMON PLEAS COURT
3
4 Dickie Shults,)
5 Plaintiff,) TRANSCRIPT OF RECORD
6 -vs-) 2011-CP-42-3951
7 Angela G. Miller,)
8 Defendant.) October 31, 2013
9) Spartanburg, South Carolina
10
11

12 B E F O R E:

13 HONORABLE J. DERHAM COLE, JUDGE
14

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

16 SAMUEL DARRYL HARMS, III, ESQUIRE
17 Attorney for the Plaintiff

18 ROBERT ERIC DAVIS, ESQUIRE
19 Attorney for the Defendant
20
21

22 Linda D. Moffitt
23 Circuit Court Reporter
24
25

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

INDEX

Motion -- page 3.

No sworn testimony; no exhibits entered into evidence.

1 THE COURT: Mr. Harms, is this your motion for
2 reconsideration?

3 MR. HARMS: It is, Your Honor.

4 THE COURT: Okay.

5 MR. HARMS: Your Honor, we're here on a motion to
6 reconsider your March 15th of 2013 order granting summary
7 judgment in favor of Angela Miller in the case of Dickie
8 Shults vs. Angela Miller. I represent Dickie Shults.

9 Your Honor, with your permission I'd like to hand up
10 again the deposition of Angela Miller that was previously
11 handed up to the Court -- the original summary judgment
12 motion.

13 THE COURT: I may already have it.

14 MR. HARMS: You already have it? All right. Thank
15 you. You have it.

16 Your Honor, we ask you to reconsider your motion for
17 summary judgment on the grounds that there are genuine
18 issues of material fact and that the evidence should be
19 viewed in the light most favorable to the plaintiff, when
20 we believed that you viewed some of the evidence in the
21 light most favorable to the defendant.

22 And, in addition, we believe it was improper for you
23 to consider certain types of evidence.

24 For example, in your order on page one that says you
25 relied on the affidavit of Trooper Chris Mace. In that --

1 in that affidavit it contains hearsay evidence because it
2 says that he had spoken with the driver of the vehicle that
3 was driven by Mr. Seay.

4 Mr. Seay has passed away, and so any evidence,
5 anything that he had said, would be hearsay. And we
6 believe it was improper for the Court to consider the
7 hearsay evidence of Mr. Seay that's contained in Trooper
8 Chris Mace's affidavit.

9 In addition, the affidavit of Chris Mace contains
10 opinion testimony as to who caused the accident and who did
11 not cause the accident. And there is no evidence that
12 Mr. Mace is an expert in anything, and he hasn't been
13 qualified as an expert by the Court, and his affidavit
14 doesn't indicate that he's an expert in anything.

15 So we believe it was error for him -- his affidavit to
16 be considered since it contains opinion testimony as to the
17 cause of the accident.

18 In addition, in your order on page two it says that
19 the plaintiff admits that the defendant had the
20 right-of-way in his deposition.

21 There is no citation to the record, and we adamantly
22 disagree that the plaintiff admits that the defendant had
23 the right-of-way, and we believe that that was an error and
24 that if you were to look fully at all of the depositions
25 that you would reach a different conclusion.

1 In addition, on page two of your order it says that
2 the plaintiff confirms that Seay pulled in front of the
3 defendant. Again, there's no citation to the record for
4 that statement, and we do not agree with that. And, again,
5 we would ask that you reconsider your decision based on the
6 correct testimony.

7 In addition, there are genuine issues of material fact
8 that would preclude summary judgment being entered in favor
9 of Angela Miller in this case.

10 This is a situation where Angela Miller crossed over
11 the center line and hit my client nearly head on, or it's a
12 front-corner panel to front-corner panel accident. But
13 my -- my client is in his lane of travel properly when
14 Angela Miller crosses over the center line and hits him.

15 In Angela Miller's deposition that we handed up to you
16 she admits that on page 13 that she crossed over the center
17 line. She admits at page 21 and page 17 -- well, page 17
18 she admits that Frank Miller is her husband who was in the
19 vehicle with her.

20 At page 21 she admits that Frank Miller yelled look
21 out. So her husband who is in the car with her had enough
22 time to see a vehicle. And I should back up, Your Honor.

23 In this case Angela Miller claims that she was struck
24 by a vehicle being driven by Mr. Seay and that caused her
25 to go over the center line and hit my client in his lane of

1 travel.

2 All right. And so what an important issue in this
3 case from our perspective is is there anything that
4 Mrs. Miller could have done differently, could have -- is
5 there anything she could negligently -- that she either
6 could have stopped in time before either getting hit by
7 Mr. Seay or stopped in time before she crosses the center
8 line and hits my client.

9 So going back on that issue, her husband at page 21,
10 she says, yelled look out, which means that a passenger in
11 the vehicle had enough time to see Mr. Seay's vehicle
12 coming and yell look out.

13 Okay. It was a 2-lane road. That's at page 25. At
14 page 25 Mrs. Miller also testified it was clear weather and
15 her vision was not obstructed by anything.

16 At pages 30 and 31 she again admits that there was a
17 yellow line in the center of the road and that she crossed
18 over it and hit my client in his lane of travel.

19 And, most importantly, at pages 32 through 34 she
20 states over and over again that at no point in time did she
21 see Mr. Seay's vehicle until after the collision occurred.

22 And the reason why that is important is I asked her
23 questions such as:

24 "Q Was there anything obstructing your
25 view of his vehicle coming?

1 "A No.

2 "Q why were you looking ahead?

3 She said she was looking ahead down the road. She says
4 she was. But she could not give any explanation at all as
5 to why she never saw Mr. Seay's vehicle until after the
6 moment of impact.

7 And our argument -- and we believe this is a jury
8 issue -- is that had she been properly looking forward she
9 would have seen Mr. Seay's vehicle coming and she could have
10 either slowed down or stopped to either avoid being
11 initially hit or at least decelerate her car enough so that
12 her car did not travel into my client's lane.

13 Again, her husband had saw the vehicle coming and her
14 husband yelled watch out. Why did she not see the vehicle;
15 why did she after hearing her husband yell watch out, why
16 did she not immediately stop and brake her vehicles? Those
17 are all negligent issues involving negligence.

18 She testified at page 36 she was only going 20 miles
19 per hour, which she was certainly traveling slow enough to
20 have avoided the accident or being hit by Mr. Seay or
21 hitting my client.

22 When I asked her at page 37 why she did not stop in
23 time, she just simply said, well, she had no time to react.
24 But that goes back to the issue as why did she not see the
25 vehicle coming, why did she not listen to her husband when

1 he yelled look out.

2 Your Honor, we allege -- in your order you do not
3 address any of those facts that we believe are most
4 favorable to us. And since you are to view the evidence in
5 the light most favorable to us, we ask you to consider the
6 facts that are most favorable to us about Mrs. Miller's
7 failure to see the -- Mr. Seay's vehicle before the
8 collision and all the things I discussed.

9 In addition, she is generally negligent. But in
10 addition we believe she's negligent per se in that she
11 violated 56-5-580, right-of-way, and she failed to yield
12 the right-of-way to my client who was in his proper lane of
13 travel.

14 She was negligent per se because she violated
15 56-5-180, drive on the right side of the road, because,
16 again, she crossed over the center lane and hit my client
17 after crossing over the center line.

18 56-5-3230, drivers to exercise due care. We believe
19 she was not exercising due care because she did not see the
20 vehicle coming until after the collision.

21 56-5-1520, general rules as to maximum speed limit,
22 driving too fast for conditions. We believe that she was
23 driving too fast for conditions because she was not able to
24 see another vehicle entering the roadway, but her husband
25 was.

1 And, Your Honor, for those reasons we believe that we
2 have proven both general negligence or at least created a
3 genuine issue of material fact to be determined by a jury
4 as to whether or not Mrs. Miller was negligent, whether or
5 not she was negligent per se.

6 Those arguments that I made, I'm essentially making
7 the same arguments I made to you about six months ago or
8 so. And none of those arguments that I made to you six
9 months ago appear in your order.

10 We ask for you to consider those arguments that I made
11 then and now and then to deny Mrs. Miller's motion for
12 summary judgment. Thank you, Your Honor.

13 MR. DAVIS: May it please the Court, Your Honor.
14 Robbie Davis on behalf of the defendant, Mrs. Angela
15 Miller.

16 And as Mr. Harms has indicated, there's really nothing
17 new here. This is a very simple and straightforward
18 accident.

19 This Court has heard multiple arguments on it. In my
20 opinion it's an action that should have never been filed.
21 There was a companion action Mr. Shults filed against the
22 real at-fault driver, Mr. Seay. And that matter went to
23 mediation and has [REDACTED] settled, and that case has been
24 dismissed.

25 The accident itself is very simple. My client,

1 Mrs. Angela Miller, was proceeding on Highway 292 where she
2 had the right-of-way when Mr. Seay pulled from a stop sign
3 directly in her path, hit her vehicle, knocked her vehicle
4 into the plaintiff's vehicle.

5 The arguments that Mr. Harms has made regarding the
6 affidavit of Trooper Mace I do not believe are correct.
7 And there are two briefs that contained information, Your
8 Honor, I believe that would be in your file.

9 First is the defendant's brief in support of motion
10 for summary judgment. I have a copy if you need it. And
11 also the defendant's brief and motion to set aside entry of
12 default.

13 But the affidavit of Trooper Mace who investigated the
14 accident indicates that he spoke with all of the drivers
15 that were involved including Mr. Seay who is now passed
16 away.

17 Mr. Harms has made a hearsay argument, but Mr. Seay
18 made a statement against interest, which is an exception to
19 the hearsay testimony, and Mr. Seay admitted that he was at
20 fault.

21 According to the conversation, no one at the scene
22 including the plaintiff said anything different, according
23 to the trooper that investigated the accident.

24 And based on that, based on what everyone said that
25 were there, including the plaintiff, there was no finding

1 of fault against my client.

2 Mr. Harms said that he disputes that my client had the
3 right-of-way.

4 Well, that is based completely upon the plaintiff's
5 own deposition testimony. That is attached in support of
6 my brief for summary judgment. It is on page 48. And my
7 questioning was to the plaintiff. On line one it's got her
8 going down Highway 292.

9 "Q Correct?

10 "A Yes, sir.

11 "Q And she would have had the
12 right-of-way, wouldn't she?

13 "A Yes, sir.

14 "Q Mr. Seay if he was going to pull onto
15 292, he would have to yield the right-of-way to
16 Mrs. Miller, correct?

17 And his response is "Yes, sir."

18 So there's really no dispute that my client had the
19 right-of-way at the time the accident occurred.

20 There is absolutely no evidence of speed on behalf of
21 my client. There's no evidence of -- that she was not
22 maintaining a proper lookout.

23 A vehicle simply from her left pulled in front of her,
24 hit her vehicle and knocked it into the plaintiff.

25 If there was any indication of speed, that would have

1 been indicated somewhere if there was any indication that
2 she was not acting in due care or anything.

3 All of these are just potential arguments without
4 evidence to really support them on behalf of the plaintiff,
5 on behalf of Mrs. Miller, and on behalf of the officer that
6 investigated the accident.

7 I have also attached affidavits of my client and her
8 husband, Frank Miller -- and Angela Miller. They are on
9 the other brief. And they both say that she did not have
10 an opportunity to take any evasive action to avoid the
11 accident, that she was not at fault for the accident, that
12 there was no opportunity to avoid it, and that simply the
13 only cause, legal cause, of this accident was Mr. Seay who
14 pulled in my client's path and knocked her into the
15 plaintiff.

16 There was no indication that she just swerved and hit
17 him. There was physical contact by Mr. Seay that
18 physically knocked my client into Mrs. -- Mr. Shults. And
19 as a result that's the only cause of the accident.

20 Your order fully addresses all of the arguments, all
21 of the arguments that have been raised before, and
22 certainly considers what took place legally.

23 There is no evidence to support any other conclusion
24 than Mrs. Miller was not at fault as a matter of law, and
25 we would ask the Court to deny the motion to reconsider.

1 MR. HARMS: Your Honor, two issues. First on the
2 issue of who had the right-of-way, your order is written to
3 indicate that -- it seems to indicate that you are saying
4 that Mrs. Miller had the right-of-way over my client, and
5 that is what we are objecting to.

6 It says, quote, in his deposition, "Plaintiff admits
7 that defendant had the right-of-way on Highway 292." I
8 want to make sure it's clear that we do not agree that --
9 we do not agree, and there is no evidence in the record,
10 that my client admits that she had the right-of-way over my
11 client [sic].

12 Again, as I stated before, it's our position that my
13 client had the right-of-way. She crossed over the center
14 line and hit him.

15 As to the issue of, again, of her fault or negligence,
16 the genuine issue in this case is why did she not see the
17 other -- Mr. Seay's vehicle when her husband was able to
18 see the vehicle and had time to yell watch out when she
19 says she never saw him until after the moment of impact.

20 Had she been driving more carefully, had she been
21 driving a little slower, had she been driving with a little
22 bit more caution and care and observance she could have
23 potentially seen, stopped -- seen the vehicle, stopped her
24 vehicle, and she never would have been hit by Mr. Seay. Or
25 in the alternative, when she did get hit by Mr. Seay she

1 would have been driving a lot slower and would not have hit
2 my client.

3 Thank you, Your Honor. That's a factual issue.

4 THE COURT: Okay. I'll review it and issue an order.

5 MR. DAVIS: Thank you, Your Honor.

6 END OF REQUESTED TRANSCRIPT OF RECORD
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

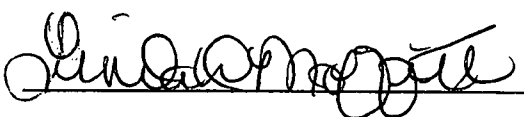
1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

CERTIFICATE

I, the undersigned Linda D. Moffitt, Official Court Reporter for the Seventh Judicial Circuit of the State of South Carolina, do hereby certify that the foregoing is a true, accurate and complete Transcript of Record of all the proceedings had and evidence introduced in the trial of the captioned cause, relative to appeal, in the Common Pleas Court for Spartanburg County, South Carolina, on the 31st day of October 2013.

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

February 25, 2015



Linda D. Moffitt
Circuit Court Reporter

ORIGINAL

D.P.A. USE ONLY		Page #		SOUTH CAROLINA		# Of Units		Assessor - Attach Copy of Original Report		Notified		Arrived							
09085200		1		TRAFFIC COLLISION REPORT FORM		3		Corrected		1800		1845							
Date	Time	County	Collision Location (Rt. # / Name)		Miles		Near City or Town												
07/22	1800	York	292		6		Spartanburg												
Lane # / Dir.	Distance On	Direction	Base Intersection (Rt. # / Name)		ASRU code														
1 / 2	.10	N	Millerfarm Rd																
R.R. Id.	From	Ramp Only	Second Intersection (Rt. # / Name)		Latitude														
N/A	N E	1 - Entrance	26		34° 54' 31.0"														
	S W	2 - Exit			Longitude														
					82° 05' 04.10"														
Z-006922				Driver/Pedestrian's Full Name				Z-006923				Driver/Pedestrian's Full Name							
Miller Angela Griffin								Shults-Dickie											
Unit #	Sex	Race	Street		Unit #		Sex	Race	Street		Unit #		Sex	Race	Street				
1	F	W			2		M	W			2		M	W					
State				Driver's License #	Insurance Company				State				Driver's License #	Insurance Company					
SC					Allied				SC					Liberty Mutual					
Year	Body	Vehicle Make	VIN #		Year		Body	Vehicle Make	VIN #		Year		Body	Vehicle Make	VIN #				
1997	4dr	Chry	1C3EJ56X2N506769		2006		4dr	Chry	1GCHCZ4056E74618		2006		4dr	Chry	1GCHCZ4056E74618				
State	Year	License Plate #	Owner's D.L. #		State		Year	License Plate #	Owner's D.L. #		State		Year	License Plate #	Owner's D.L. #				
SC	2010	DTT-701			SC		2010	P-365406	N/A		SC		2010	P-365406	N/A				
Home Telephone				Owner's Full Name				Home Telephone				Owner's Full Name							
941592-2054				Miller Angela Griffin				941303-0895				Reynolds Utilities LLC							
Bus. Telephone				Street				Bus. Telephone				Street							
N/A								N/A				343 Old Spqr Hwy							
Contributed To Collision				City, State, & Zip				Contributed To Collision				City, State, & Zip							
Yes				Wellford S.C. 29385				Yes				Wellford S.C. 29385							
No								No											
Estimated Speed	Speed Limit	C.D.L. Req. Yes (No)	T/B S Req. Yes (No)	Alc/Drg info (see back) Yes (No)	Estimated Speed	Speed Limit	C.D.L. Req. Yes (No)	T/B S Req. Yes (No)	Alc/Drg info (see back) Yes (No)	Estimated Speed	Speed Limit	C.D.L. Req. Yes (No)	T/B S Req. Yes (No)	Alc/Drg info (see back) Yes (No)	Estimated Speed	Speed Limit	C.D.L. Req. Yes (No)	T/B S Req. Yes (No)	Alc/Drg info (see back) Yes (No)
20	35	N/A			10	35	N/A			5	35	N/A			5	35	N/A		
Z-006924				Driver/Pedestrian's Full Name				Z-006924				Driver/Pedestrian's Full Name							
SEAY-Philip Michael								SEAY-Philip Michael											
Unit #	Sex	Race	Street		Unit #		Sex	Race	Street		Unit #		Sex	Race	Street				
3	M	W			3		M	W			3		M	W					
State				Driver's License #	Insurance Company				State				Driver's License #	Insurance Company					
SC					Farm Bureau				SC					Farm Bureau					
Year	Body	Vehicle Make	VIN #		Year		Body	Vehicle Make	VIN #		Year		Body	Vehicle Make	VIN #				
1997	4dr	Ford	1FA1P6S32VK112010		1997		4dr	Ford	1FA1P6S32VK112010		1997		4dr	Ford	1FA1P6S32VK112010				
Dir. of Travel:				Unit 1: N S E W				Unit 2: N S E W				Unit 3: N S E W							
				Unit 1: N S E W				Unit 2: N S E W				Unit 3: N S E W							
Unit 1 Dam.				Unit 2 Dam.				Unit 3 Dam.				Prop. Dam. 1				Prop. Dam. 2			
\$1500				\$2000				\$1200				N/A				N/A			
Property Owned/Witness				Property Owned/Witness				Property Owned/Witness				Property Owned/Witness				Property Owned/Witness			
Address				Address				Address				Address				Address			
N/A				N/A				N/A				N/A				N/A			
State				Zip	State				Zip	State				Zip	State				Zip
N/A					N/A					N/A					N/A				
Phone				Phone				Phone				Phone				Phone			
N/A				N/A				N/A				N/A				N/A			
Describe What Happened (Refer to Units by Number)				Describe What Happened (Refer to Units by Number)				Describe What Happened (Refer to Units by Number)				Describe What Happened (Refer to Units by Number)				Describe What Happened (Refer to Units by Number)			
Vehicle #1 was travelling west on SC 292. Vehicle #2 was turning right from a private dr. traveling East. Vehicle #3 was attempting to enter S.C. 292 from Millerfarm Rd traveling south. Driver of Vehicle #3, disregarding a Traffic Control device, struck Vehicle #1 on passenger's side. Vehicle #2 was then pushed into Vehicle #3.				Vehicle #1 was travelling west on SC 292. Vehicle #2 was turning right from a private dr. traveling East. Vehicle #3 was attempting to enter S.C. 292 from Millerfarm Rd traveling south. Driver of Vehicle #3, disregarding a Traffic Control device, struck Vehicle #1 on passenger's side. Vehicle #2 was then pushed into Vehicle #3.				Vehicle #1 was travelling west on SC 292. Vehicle #2 was turning right from a private dr. traveling East. Vehicle #3 was attempting to enter S.C. 292 from Millerfarm Rd traveling south. Driver of Vehicle #3, disregarding a Traffic Control device, struck Vehicle #1 on passenger's side. Vehicle #2 was then pushed into Vehicle #3.				Vehicle #1 was travelling west on SC 292. Vehicle #2 was turning right from a private dr. traveling East. Vehicle #3 was attempting to enter S.C. 292 from Millerfarm Rd traveling south. Driver of Vehicle #3, disregarding a Traffic Control device, struck Vehicle #1 on passenger's side. Vehicle #2 was then pushed into Vehicle #3.				Vehicle #1 was travelling west on SC 292. Vehicle #2 was turning right from a private dr. traveling East. Vehicle #3 was attempting to enter S.C. 292 from Millerfarm Rd traveling south. Driver of Vehicle #3, disregarding a Traffic Control device, struck Vehicle #1 on passenger's side. Vehicle #2 was then pushed into Vehicle #3.			
Investigating Officer's Name				Investigating Officer's Name				Investigating Officer's Name				Investigating Officer's Name				Investigating Officer's Name			
MABECH				MABECH				MABECH				MABECH				MABECH			
Rank				Rank				Rank				Rank				Rank			
230				230				230				230				230			
NRB00				NRB00				NRB00				NRB00				NRB00			
Signature				Signature				Signature				Signature				Signature			
Kashner				Kashner				Kashner				Kashner				Kashner			
Internal Agency Code				Internal Agency Code				Internal Agency Code				Internal Agency Code				Internal Agency Code			
075526				075526				075526				075526				075526			

NOTES: THE INFORMATION FOR STATISTICAL REPORTING PURPOSES ONLY AND IS A REFLECTION OF THE OFFICER'S BEST KNOWLEDGE, OPINION, AND BELIEF CONCERNING THE OCCURRENCE AND CAUSE OF THE COLLISION. THE OFFICER'S BEST KNOWLEDGE, OPINION, AND BELIEF CONCERNING THE OCCURRENCE AND CAUSE OF THE COLLISION IS MADE AS TO THE FACTS AND ACCURACY THEREOF.

Unit	Date of Birth	Sex	Race	BU	Seat	RSD	ASA	Eject	LM	Tran	Name	Street Address	Zip Code
1		F	W	01	13	13	1	1					
2		M	W	01	13	13	1	1					
3		M	W	01	13	13	1	1					

Race				a) Injury Status				Seating Loc.				20- Pedestrian				Restraint/Safety Devices			
A - Asian/Pacific Islander				2- Non-incapacitating				01 02 03				60- Sleeper of Cab				00- None Used			
B - African American				3- Incapacitating				04 05 06				70- Riding on Unit Exterior				11- Shoulder Belt Only			
C - Alaskan Native or American Indian				4- Fatal				07 08 09				80- Lap				12- Lap Belt Only			
D - Air Bag Deployment / Switch				b) Motorcycle Only								90- Other Enclosed Area (nontrailing)				13- Shoulder & Lap Belt			
1- Deployed Front 4- Not Deployed				Head Injury: 1- Yes 2- No								99- Unit AIA				55- Other			
2- Deployed Side 7- Not Applicable				Location After Impact				3- Freed (non-mech)				a) Transported to Medical Facility				Pedestrian, Motor/Pedalcycle Only			
3- Deployed Both 9- Deployment Unit				1- Not Trapped				4- Not Applicable				1- Yes 2- No 3- Unknown				31- Holmat 51- Reflective Clothing			
4- Switch in On Position 5- No Switch				2- Extricated (Mechanical Means) 9- Unknown								b) By: 1- EMS 2- Police 8- Other 9- Unit				41- Protective Pads 61- Lighing			
5- Switch in Off Position 8- Unknown																			

Non-Collision				Collision Not Fixed				Collision Fixed Object				47- Embankment				55- Mail Box			
01- Cargo/Equip Loss or Shift				20- Animal (Deer Only)				40- Bridge Overhead Structure				50- Equipment				60- Median Barrier			
02- Cargo Medial/Center Loss				21- Animal (All Other)				41- Bridge Parapet End				51- Guardrail End				61- Overhead Sign Support			
03- Cargo Medial/Center Loss				22- Motor Veh (in Transport)				42- Bridge Pier or Abutment				52- Guardrail Face				62- Other (Post, Pole Support, Etc.)			
04- Equipment Failure				23- Motor Veh (Stopped)				43- Bridge Rail				53- Highway Traffic Sign Post				63- Other (Wall, Building Tunnel Etc.)			
05- Fuel/Explosion				24- Motor Veh (Clear Roadway)				44- Culvert				54- Impact Adornment/Crash Cushion				64- Utility Pole			
06- Insufficient				25- Motor Veh (Parked)				45- Ditch				55- Light/Luminaire Support				65- Work Zone Mast Equipment			
07- Jackknife				26- Pedalcycle															
08- Overturn/Rollover																			
09- Run off Road Left																			
10- Run off Road Right																			
11- Separation of Units																			
12- Spill (Flammable Vol)																			
13- Other Non-collision																			
14- Unit Non-collision																			

Manner of Collision (Struck Veh.)				1st Most Deformed Area				1st Deformed				Most Deformed				1st Most Deformed			
00- Not Coll. W/ Motor Veh.				01- Front				02- Side				03- Rear				04- Other			
01- Rear End				02- Angle (→) (←)				03- Angle (→) (←)				04- Backed Into				05- Unknown			
02- Head On				03- Angle (→) (←)				04- Angle (→) (←)				05- Unknown							

Vehicle Type				Vehicle Use Code				Vehicle Attachment				Location Prior to Impact				Weather Condition			
01- Automobile				04- Ambulance				01- Personal				01- Backing				1- Clear (no adverse conditions)			
02- Pickup Truck				05- Military				02- Driver Training				02- Changing Lanes				2- Rain			
03- Truck Tractor				06- Farm Use				03- Construction/Maint.				03- Entering Traffic Lane				3- Cloudy			
04- Other Truck				07- Transport Passengers				04- Utility Trailer				04- Leaving Traffic Lane				4- Sleat, Hail			
05- Full Size Van				08- Farm Use				05- Towed Motor Vehicle				05- Making U-turn				5- Snow			
06- Mini Van				09- Wracker or Tow				06- Mobile Home				06- Stopping in Traffic				6- Fog, Smog, Smoke			
07- Sport Utility				10- Police				07- Trailer w/Boat				07- Entering/Crossing Location				7- Blowing Sand			
08- Animal (Ridden)				11- Government				08- Trailer w/Boat				08- Pushing Vehicle				8- Severe Crosswinds			
09- Other (H4 and Run Only)				12- Logging				09- Autocarrier Trailer				09- Pushing Vehicle				9- Unknown			
10- Pedestrian				13- Logging				10- Lowboy Trailer				10- Stopping in Traffic							
11- Train				14- Pedestrian				11- Twin Trailers				11- Stopping in Traffic							
12- Pedalcycle				15- Government				12- Other				12- Pushing Vehicle							
13- School Bus				16- Pedestrian				13- Other				13- Pushing Vehicle							
14- Passenger Bus				17- Pedestrian				14- Other				14- Pushing Vehicle							
15- Animal (Ridden)				18- Pedestrian				15- Other				15- Pushing Vehicle							
16- Other				19- Pedestrian				16- Other				16- Pushing Vehicle							
17- Pedalcycle				20- Pedestrian				17- Other				17- Pushing Vehicle							
18- School Bus				21- Pedestrian				18- Other				18- Pushing Vehicle							
19- Passenger Bus				22- Pedestrian				19- Other				19- Pushing Vehicle							
20- Animal (Ridden)				23- Pedestrian				20- Other				20- Pushing Vehicle							
21- Other				24- Pedestrian				21- Other				21- Pushing Vehicle							
22- Pedalcycle				25- Pedestrian				22- Other				22- Pushing Vehicle							
23- School Bus				26- Pedestrian				23- Other				23- Pushing Vehicle							
24- Passenger Bus				27- Pedestrian				24- Other				24- Pushing Vehicle							
25- Animal (Ridden)				28- Pedestrian				25- Other				25- Pushing Vehicle							
26- Other				29- Pedestrian				26- Other				26- Pushing Vehicle							
27- Pedalcycle				30- Pedestrian				27- Other				27- Pushing Vehicle							
28- School Bus				31- Pedestrian				28- Other				28- Pushing Vehicle							
29- Passenger Bus				32- Pedestrian				29- Other				29- Pushing Vehicle							
30- Animal (Ridden)				33- Pedestrian				30- Other				30- Pushing Vehicle							
31- Other				34- Pedestrian				31- Other				31- Pushing Vehicle							
32- Pedalcycle				35- Pedestrian				32- Other				32- Pushing Vehicle							
33- School Bus				36- Pedestrian				33- Other				33- Pushing Vehicle							
34- Passenger Bus				37- Pedestrian				34- Other				34- Pushing Vehicle							
35- Animal (Ridden)				38- Pedestrian				35- Other				35- Pushing Vehicle							
36- Other				39- Pedestrian				36- Other				36- Pushing Vehicle							
37- Pedalcycle				40- Pedestrian				37- Other				37- Pushing Vehicle							
38- School Bus				41- Pedestrian				38- Other				38- Pushing Vehicle							
39- Passenger Bus				42- Pedestrian				39- Other				39- Pushing Vehicle							
40- Animal (Ridden)				43- Pedestrian				40- Other				40- Pushing Vehicle							
41- Other				44- Pedestrian				41- Other				41- Pushing Vehicle							
42- Pedalcycle				45- Pedestrian				42- Other				42- Pushing Vehicle							
43- School Bus				46- Pedestrian				43- Other				43- Pushing Vehicle							
44- Passenger Bus				47- Pedestrian				44- Other				44- Pushing Vehicle							
45- Animal (Ridden)				48- Pedestrian				45- Other				45- Pushing Vehicle							
46- Other				49- Pedestrian				46- Other				46- Pushing Vehicle							
47- Pedalcycle				50- Pedestrian				47- Other				47- Pushing Vehicle							
48- School Bus				51- Pedestrian				48- Other				48- Pushing Vehicle							
49- Passenger Bus				52- Pedestrian				49- Other				49- Pushing Vehicle							
50- Animal (Ridden)				53- Pedestrian				50- Other				50- Pushing Vehicle							
51- Other				54- Pedestrian				51- Other				51- Pushing Vehicle							
52- Pedalcycle				55- Pedestrian				52- Other				52- Pushing Vehicle							
53- School Bus				56- Pedestrian				53- Other				53- Pushing Vehicle							
54- Passenger Bus				57- Pedestrian				54- Other				54- Pushing Vehicle							
55- Animal (Ridden)				58- Pedestrian				55- Other				55- Pushing Vehicle							
56- Other				59- Pedestrian				56- Other				56- Pushing Vehicle							
57- Pedalcycle				60- Pedestrian				57- Other				57- Pushing Vehicle							
58- School Bus				61- Pedestrian				58- Other				58- Pushing Vehicle							
59- Passenger Bus				62- Pedestrian				59- Other				59- Pushing Vehicle							
60- Animal (Ridden)				63- Pedestrian				60- Other				60- Pushing Vehicle							
61- Other				64- Pedestrian				61- Other				61- Pushing Vehicle							
62- Pedalcycle				65- Pedestrian				62- Other				62- Pushing Vehicle							
63- School Bus				66- Pedestrian				63- Other				63- Pushing Vehicle							
64- Passenger Bus				67- Pedestrian				64- Other				64- Pushing Vehicle							
65- Animal (Ridden)				68- Pedestrian				65- Other				65- Pushing Vehicle							
66- Other				69- Pedestrian				66- Other				66- Pushing Vehicle							
67- Pedalcycle				70- Pedestrian				67- Other				67- Pushing Vehicle							
68- School Bus				71- Pedestrian				68- Other				68- Pushing Vehicle							
69- Passenger Bus				72- Pedestrian				69- Other				69- Pushing Vehicle							
70- Animal (Ridden)				73- Pedestrian				70- Other				70- Pushing Vehicle							
71- Other				74- Pedestrian				71- Other				71- Pushing Vehicle							
72- Pedalcycle				75- Pedestrian				72- Other				72- Pushing Vehicle							
73- School Bus				76- Pedestrian				73- Other				73- Pushing Vehicle							
74- Passenger Bus				77- Pedestrian				74- Other				74- Pushing Vehicle							
75- Animal (Ridden)				78- Pedestrian				75- Other				75- Pushing Vehicle							
76- Other				79- Pedestrian				76- Other				76- Pushing Vehicle							
77- Pedalcycle				80- Pedestrian				77- Other				77- Pushing Vehicle							
78- School Bus				81- Pedestrian				78- Other				78- Pushing Vehicle							
79- Passenger Bus				82- Pedestrian				79- Other				79- Pushing Vehicle							
80- Animal (Ridden)				83- Pedestrian				80- Other				80- Pushing Vehicle							
81- Other				84- Pedestrian				81- Other				81- Pushing Vehicle							
82- Pedalcycle				85- Pedestrian				82- Other				82- Pushing Vehicle							
83- School Bus				86- Pedestrian				83- Other				83- Pushing Vehicle							
84- Passenger Bus				87- Pedestrian				84- Other				84- Pushing Vehicle							
85- Animal (Ridden)				88- Pedestrian				85- Other				85- Pushing Vehicle							
86- Other				89- Pedestrian				86- Other				86- Pushing Vehicle							
87- Pedalcycle				90- Pedestrian				87- Other				87- Pushing Vehicle							
88- School Bus				91- Pedestrian				88- Other				88- Pushing Vehicle							
89- Passenger Bus				92- Pedestrian				89- Other				89- Pushing Vehicle							
90- Animal (Ridden)				93- Pedestrian				90- Other				90- Pushing Vehicle							
91- Other				94- Pedestrian				91- Other				91- Pushing Vehicle							
92- Pedalcycle				95- Pedestrian				92- Other				92- Pushing Vehicle							
93- School Bus				96- Pedestrian				93- Other				93- Pushing Vehicle							
94- Passenger Bus				97- Pedestrian				94- Other				94- Pushing Vehicle							
95- Animal (Ridden)				98- Pedestrian				95- Other				95- Pushing Vehicle							
96- Other				99- Pedestrian				96- Other				96- Pushing Vehicle							
97- Pedalcycle				100- Pedestrian				97- Other				97- Pushing Vehicle							
98- School Bus				101- Pedestrian				98- Other				98- Pushing Vehicle							
99- Passenger Bus				102- Pedestrian				99- Other				99- Pushing Vehicle							
100- Animal (Ridden)				103- Pedestrian				100- Other				100- Pushing Vehicle							
101- Other				104- Pedestrian				101- Other				101- Pushing Vehicle							
102- Pedalcycle				105- Pedestrian				102- Other				102- Pushing Vehicle							
103- School Bus				106- Pedestrian				103- Other				103- Pushing Vehicle							
104- Passenger Bus				107- Pedestrian				104- Other				104- Pushing Vehicle							
105- Animal (Ridden)				108- Pedestrian				105- Other				105- Pushing Vehicle							
106- Other				109- Pedestrian				106- Other				106- Pushing Vehicle							
107- Pedalcycle				110- Pedestrian				107- Other				107- Pushing Vehicle							
108- School Bus				111- Pedestrian				108- Other				108- Pushing Vehicle							
109- Passenger Bus				112- Pedestrian				109- Other				109- Pushing Vehicle							
110- Animal (Ridden)				113- Pedestrian				110- Other				110- Pushing Vehicle							
111- Other				114- Pedestrian				111- Other				111- Pushing Vehicle							
112- Pedalcycle				115- Pedestrian				112- Other				112- Pushing Vehicle							
113- School Bus				116- Pedestrian				113- Other				113- Pushing Vehicle							
114- Passenger Bus				117- Pedestrian				114- Other				114- Pushing Vehicle							
115- Animal (Ridden)				118- Pedestrian				115- Other				115- Pushing Vehicle							
116- Other				119- Pedestrian				116- Other				116- Pushing Vehicle							
117- Pedalcycle				120- Pedestrian				117- Other				117- Pushing Vehicle							
118- School Bus				121- Pedestrian				118- Other				118- Pushing Vehicle							
119- Passenger Bus				122- Pedestrian				119- Other				119- Pushing Vehicle							
120- Animal (Ridden)				123- Pedestrian				120- Other				120- Pushing Vehicle							
121- Other				124- Pedestrian				121- Other				121- Pushing Vehicle							
122- Pedalcycle				125- Pedestrian				122- Other				122- Pushing Vehicle							
123- School Bus				126- Pedestrian				123- Other				123- Pushing Vehicle							
124- Passenger Bus				127- Pedestrian				124- Other				124- Pushing Vehicle							
125- Animal (Ridden)				128- Pedestrian				125- Other				125- Pushing Vehicle							
126- Other				129- Pedestrian				126- Other				126- Pushing Vehicle							
127- Pedalcycle				130- Pedestrian				127- Other				127- Pushing Vehicle							
128- School Bus				131- Pedestrian				128- Other				128- Pushing Vehicle							
129- Passenger Bus				132- Pedestrian				129- Other				129- Pushing Vehicle							
130- Animal (Ridden)				133- Pedestrian				130- Other				130- Pushing Vehicle							
131- Other				134- Pedestrian				131- Other				131- Pushing Vehicle							
132- Pedalcycle				135- Pedestrian				132- Other				132- Pushing Vehicle							
133- School Bus				136- Pedestrian				133- Other				133- Pushing Vehicle							
134- Passenger Bus				137- Pedestrian				134- Other				134- Pushing Vehicle							
135- Animal (Ridden)				138- Pedestrian				135- Other				135- Pushing Vehicle							
136- Other				139- Pedestrian				136- Other				136- Pushing Vehicle							
137- Pedalcycle				140- Pedestrian				137- Other				137- Pushing Vehicle							
138- School Bus				141- Pedestrian				138- Other				138- Pushing Vehicle							
139- Passenger Bus				142- Pedestrian				139- Other				139- Pushing Vehicle							
140- Animal (Ridden)				143- Pedestrian				140- Other				140- Pushing Vehicle							
141- Other				144- Pedestrian				141- Other				141- Pushing Vehicle							
142- Pedalcycle				145- Pedestrian				142- Other				142- Pushing Vehicle							
143- School Bus				146- Pedestrian				143- Other				143- Pushing Vehicle							
144- Passenger Bus				147- Pedestrian				144- Other				144- Pushing Vehicle							
145- Animal (Ridden)				148- Pedestrian				145- Other				145- Pushing Vehicle							
146- Other				149- Pedestrian				146- Other				146- Pushing Vehicle							
147- Pedalcycle				150- Pedestrian				147- Other				147- Pushing Vehicle							
148- School Bus				151- Pedestrian				148- Other				148- Pushing Vehicle							
149- Passenger Bus				152- Pedestrian				149- Other				149- Pushing Vehicle							
150- Animal (Ridden)				153- Pedestrian				150- Other				150- Push							

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

STATE OF SOUTH CAROLINA

COURT OF COMMON PLEAS

COUNTY OF SPARTANBURG

C.A. NO. 2012-CP-42-3951

Dickie Shults,

Plaintiff,

vs.

Angela G. Miller,

Defendant.

 COPY

Deposition of **ANGELA MILLER**

Pursuant to notice of deposition and/or agreement in the above-entitled case, a deposition was taken on the 29th day of October, 2012 commencing at approximately 11:25 a.m. attended by counsel as follows:

1 Appearances:

2

3 **SAMUEL D. HARMS, III**, Esquire

4 Harms Law Firm, P.A.

5 33 Market Point Drive

6 Greenville, South Carolina 29607

7 Attorney for Plaintiff,

8

9 **ROBERT E. DAVIS**, Esquire

10 The Ward Law Firm

11 233 South Pine Street

12 Spartanburg, South Carolina 29302

13 Attorney for Defendant.

14

15

16 Also Present: **Dickie Shults**, Plaintiff

17 **Frank Miller**, Defendant's husband

18

19

20 Deposition Reported By:

21

Bebe O. Norris, CR

22

Depositions And ..., Inc.

23

(864) 235-3518

24

25

Index

1		
2		Page
3	Waiver	4
4	Direct Examination by Mr. Harms	4
5	Cross-Examination by Mr. Davis	81
6	Re-Direct Examination by Mr. Harms	83
7	Certificate of Notary Public	84
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		

1 Pursuant to notice and/or agreement to take
2 depositions, the within deposition was taken by the
3 above reporter, a notary public, as required under the
4 code of laws of South Carolina, 1976, section 19-17-10,
5 and circuit court rule 30, et al., by consent of all
6 parties at The Ward Law Firm, 233 South Pine Street,
7 Spartanburg, South Carolina.

8 **WAIVER:**

9 Counsel and the deponent agreed that both the reading
10 over of and signing of the deposition are hereby
11 dispensed with and **WAIVED**.

12 ** ** *

13 The deponent was duly sworn to tell the truth, the
14 whole truth, and nothing but the truth concerning the
15 matter herein.

16 **ANGELA MILLER**, being duly sworn, testified as follows:

17 **DIRECT EXAMINATION BY MR. HARMS:**

18 Q. Ms. Miller, my name is Samuel Harms and I am the
19 attorney that represents Dickie Shults in an
20 automobile collision case that's been brought
21 against you. I'm going to be taking your deposition
22 here today. Have you ever had your deposition taken
23 before?

24 A. Yes.

25 Q. How many times have you had your deposition taken

1 before?

2 A. With Davis here and I'm not sure through the
3 insurance company or not. I don't remember who
4 else.

5 Q. Was it a deposition taken for the automobile
6 collision that occurred in July, 2009?

7 A. Yes.

8 Q. Were you bringing a lawsuit or were you a Plaintiff
9 or the Defendant or a witness in that?

10 A. No, I was -- I mean, I wasn't at fault, no way, I
11 was just, you know, a part of the accident. How are
12 you trying to ask me? What ---

13 Q. Well let me start off with some basic information;
14 okay?

15 A. Okay.

16 Q. Have you ever sued anyone before?

17 A. Oh, no.

18 Q. Have you ever filed a lawsuit before?

19 A. No.

20 Q. Did you file any kind of a lawsuit because of the
21 collision that occurred in July of 2009?

22 A. No. Only part I got was for the damage and the --
23 our going to the doctor, of the accident; that's it.

24 Q. Okay. And I'm going to get into that in just a
25 second ---

1 A. Okay.

2 Q. --- because that's one of the questions I had about
3 how bad you were hurt and what you had already been
4 paid. But how this started is you said you've had
5 your deposition taken before and I need to know why
6 you've had your deposition taken before. So can you
7 tell me why you ---

8 A. Because I was a part of the accident, of the Seay
9 hitting me into Shults.

10 **BY MR. DAVIS:**

11 Have you sat in front of a court reporter?

12 **BY THE WITNESS:**

13 Oh, no.

14 **BY MR. DAVIS:**

15 That's what he's talking about by a deposition.

16 **BY THE WITNESS:**

17 Oh, okay.

18 **BY MR. DAVIS:**

19 Okay. Sorry.

20 **DIRECT EXAMINATION RESUMED BY MR. HARMS:**

21 Q. Have you ever been in front of a court reporter
22 before with an attorney on the other side ---

23 A. Oh, no.

24 Q. --- like we're doing here today?

25 A. No, this is my first time.

1 Q. All right. I'm going to be taking your deposition
2 here today. Now you were here for the deposition of
3 Dickie Shults that just concluded a few minutes ago;
4 correct?

5 A. Yes.

6 Q. So you have a general idea of how a deposition
7 works?

8 A. Yes.

9 Q. I'm going to go over a couple of ground rules with
10 you and if I ask you a question I'm going to ask
11 that you allow me to complete my question before you
12 answer so that we're not talking over each other;
13 okay?

14 A. Okay.

15 Q. And if I ask you a question and you would like me to
16 repeat the question feel free to do so; okay?

17 A. Okay.

18 Q. If you need me to clarify a question feel free to
19 ask me to clarify it; okay?

20 A. Okay.

21 Q. And you have an attorney representing you here
22 today; you understand that?

23 A. Yes.

24 Q. But if you have questions about a question I need
25 you to direct those questions to me; do you

1 understand that?

2 A. Yes.

3 Q. And you understand he helped you out on this basic
4 question about a deposition but except for that you
5 understand that you're not allow to look to him how
6 to answer a question; do you understand that?

7 A. Yes.

8 Q. And he's not allowed to explain answers to you; do
9 you understand that?

10 A. Yes.

11 Q. And do you understand that you've sworn to tell the
12 truth?

13 A. Yes.

14 Q. And you understand that if you lie you can be
15 convicted or charged with the crime of perjury for
16 this deposition; do you understand that?

17 A. Yes.

18 Q. Okay. Let me start with some basic information
19 about you.

20 A. Okay.

21 Q. Tell me your full legal name, please.

22 A. My -- what I go by now?

23 Q. Sure. What you go by right now.

24 A. Angela Griffin Miller.

25 Q. How do you spell each part of that?

- 1 A. A-n-g-e-l-a, Griffin, G-r-i-f-f-i-n, Miller,
2 M-i-l-l-e-r.
- 3 Q. How long have you gone by that name?
- 4 A. For 18 years we've been married.
- 5 Q. What was your name before then?
- 6 A. Angela Pauline Griffin.
- 7 Q. What's your date of birth?
- 8 A. [REDACTED]
- 9 Q. So how old are you today?
- 10 A. 33.
- 11 Q. What's your current home address?
- 12 A. [REDACTED]
- 13 Q. How long have you lived there?
- 14 A. 17 years.
- 15 Q. Do you work anywhere?
- 16 A. Yes.
- 17 Q. Where do you work?
- 18 A. Concept Packaging.
- 19 Q. Where is that located?
- 20 A. It's Palmetto Drive, Inman 29349.
- 21 Q. What do you do there?
- 22 A. I work as a laminator.
- 23 Q. What does a laminator do?
- 24 A. It's -- they do cardboard and we -- the laminator
25 puts glue on the bottom of it, so we stick them

1 together, build them up like for different
2 companies. Like right now we are working on Briggs
3 and Stratton.

4 Q. How long have you been doing that type of work?

5 A. I've been there a little over a month.

6 Q. Where did you work before that?

7 A. I worked at Adidas.

8 Q. And what did you do there?

9 A. We packaged -- packed up clothing in boxes and sent
10 them out.

11 Q. How long did you do that type of work?

12 A. Two years.

13 Q. And what was your job title there?

14 A. I know it was production work, but it's like I stood
15 in front of a computer and scanned pieces and it
16 would tell me which box to put it in.

17 Q. Why did that job come to an end?

18 A. Well I wanted something different where I could be
19 home with my children more.

20 Q. Where did you work before Adidas?

21 A. Two By Two Daycare.

22 Q. How long did you work there?

23 A. About two years.

24 Q. What was your job title there?

25 A. I was a cook for the children.

- 1 Q. How long did that job last?
- 2 A. Let's see, about 2008 till 2010.
- 3 Q. Do you have a home phone number?
- 4 A. Yes.
- 5 Q. What's that?
- 6 A. 864-592-2054.
- 7 Q. Is that an actual landline in your home?
- 8 A. Yes.
- 9 Q. Do you have a cell phone number?
- 10 A. No.
- 11 Q. Does your husband Frank have a cell phone number?
- 12 A. No.
- 13 Q. Are there any other phone numbers where you can be
- 14 reached easily?
- 15 A. No.
- 16 Q. No?
- 17 A. Huh-uh (negative).
- 18 Q. Do you have a phone number at work where you can be
- 19 reached?
- 20 A. I don't know it right off.
- 21 Q. Tell me a little bit about your education. How far
- 22 did you go in school?
- 23 A. I have my GED and I have a two-year Associates
- 24 Degree in Early Childhood.
- 25 Q. What was the last year that you actually ---

1 A. 9th.

2 Q. You completed the 9th?

3 A. Uh-huh (affirmative).

4 Q. Is that a yes?

5 A. Yes.

6 Q. And by the way you've done something that's
7 extremely common, you nod your head and you grunt.
8 I can tell what you're doing because I'm here and
9 that's the way human beings talk a lot, but the
10 court reporter when writing up the transcript has no
11 way to know what that is; okay? So if I say things
12 like "Is that a yes? Is that a no?" that's the
13 reason why I'm doing that; okay?

14 A. Okay.

15 Q. So you completed the 9th grade; is that correct?

16 A. Yes.

17 Q. And then you got your GED?

18 A. Yes.

19 Q. And then you completed a two-year Associates Degree?

20 A. Yes.

21 Q. Where did you get that from?

22 A. Spartanburg Community College.

23 Q. What year did you graduate?

24 A. I got it in, I'll say 2004.

25 Q. All right. Let me talk to you a little bit about

1 the vehicles that were involved in this collision;
2 okay?

3 A. Okay.

4 Q. And when I mean the collision I'm always referring
5 to the collision that happened on July 22nd of 2009;
6 okay?

7 A. Okay.

8 Q. Or if I say the word "accident" or collision or car
9 wreck or anything like that we're always referring
10 to that July 22nd, 2009 collision; okay?

11 A. Okay.

12 Q. And do you agree that July 22nd, 2009 was the date
13 of the collision?

14 A. Yes.

15 Q. Tell me a little bit about the vehicle you were
16 driving on that day.

17 A. It's a green Chrysler Cirrus. Me and my family were
18 going to church, going west on 292, and Seay, just
19 as I was approaching near the Hot Spot and the
20 little side road, I mean, I didn't have time to
21 react to nothing, it was so instant, and he pushed
22 me across the line, which I hit Shults.

23 Q. I'm going to break that down in a little bit here.

24 A. Okay..

25 Q. But let me get through a couple of things; okay?

1 The vehicle you were driving, was there any damage
2 to it before the collision?

3 A. No.

4 Q. Did you take any pictures of your vehicle after the
5 collision?

6 A. No.

7 Q. Do you know if anybody did take any pictures of your
8 ---

9 A. I don't know.

10 Q. I've got to finish my question. Do you know if
11 anybody took any pictures of your vehicle after the
12 collision?

13 A. I don't know.

14 Q. Did any insurance adjuster for your insurance
15 company go and take any photos that you know of?

16 A. I don't remember.

17 Q. How big is a Chrysler Cirrus?

18 A. It's a small four-door car.

19 Q. Was it in good working order before ---

20 A. Yes.

21 Q. --- or were there any defects with it?

22 A. Yes, it was -- it got us where we needed to go.
23 There was nothing wrong with it.

24 Q. Was there anything wrong with the tires?

25 A. No.

1 Q. Anything wrong with the brakes?

2 A. No.

3 Q. Anything wrong with the steering wheel?

4 A. No.

5 Q. Anything wrong with anything on the windshield, any
6 cracks; anything like that?

7 A. No.

8 Q. When was the last time it had been to a mechanic
9 before the collision?

10 A. I hadn't even had it long so I don't recall. I
11 don't know. I mean, they told us when we got it it
12 was checked out.

13 Q. How long had you owned it before the collision?

14 A. Not long. I don't remember right off how long we
15 had it but it wasn't long.

16 Q. Was it more or less than 30 days?

17 A. It was more than 30 days.

18 Q. The police report listed you down as the owner of
19 the vehicle; is that correct?

20 A. Me or my husband.

21 Q. Do you know had you had it checked out by a mechanic
22 or one of the oil change places from the time that
23 you had purchased it to the time of the collision?

24 A. My husband always did our mechanic work and he
25 checks cars out before we even take them from a car

1 lot. I mean, you know, once we get it at home he
2 really goes over it more to make sure ---

3 Q. Was there any mechanical defect or car defect that
4 caused this collision; are you alleging that?

5 A. No.

6 Q. At the time of the collision did you own a cell
7 phone?

8 A. No.

9 Q. Do you own a cell phone today?

10 A. No.

11 Q. Have you ever owned a cell phone?

12 A. Yes.

13 Q. When's the last time you owned a cell phone?

14 A. Back July of this year.

15 Q. But you didn't have one back in July of 2009?

16 A. Not that I recall.

17 Q. Were you using a cell phone at the time of the
18 collision?

19 A. No.

20 Q. In the two minutes before the collision occurred had
21 you used a cell phone in any way?

22 A. No.

23 Q. Were there any cell phones in the car at the time of
24 the collision?

25 A. No.

1 Q. Do you know was the radio on at the time of the
2 collision?

3 A. I don't think it was.

4 Q. In the 30 seconds before the collision occurred had
5 you touched any of the dials?

6 A. No.

7 Q. In the two minutes before the collision occurred had
8 you touched any of the dials for anything in the
9 vehicle?

10 A. No, both my hands was on the steering wheel.

11 Q. Was anything else in your hands at the time of the
12 collision?

13 A. No.

14 Q. What I mean by that, were you eating anything, had
15 you stopped ---

16 A. No.

17 Q. Do you smoke?

18 A. No.

19 Q. Did you smoke back in July, 2009?

20 A. No.

21 Q. Was there anyone else in the vehicle at the time of
22 the collision?

23 A. My husband and our three children.

24 Q. Your husband is who?

25 A. Franklin Miller.

1 Q. How do you spell that?

2 A. F-r-a-n-k-l-i-n. Most people call him Frank, that's
3 why it says "Frank."

4 Q. And who are your children in the order that they
5 were born?

6 A. [REDACTED] ---

7 Q. How old is [REDACTED]

8 A. She's 18.

9 Q. 18 now?

10 A. Uh-huh (affirmative). No, 17, I'm trying to make
11 her older already.

12 Q. I understand. And who is your next child that was
13 in the vehicle?

14 A. [REDACTED]

15 Q. Is that [REDACTED]

16 A. Well we call him [REDACTED] his middle name. He's not
17 really ---

18 Q. All right, so it's [REDACTED]

19 A. He's not really a [REDACTED]

20 Q. What's his full ---

21 A. It's [REDACTED]

22 Q. Let's start with this: What's [REDACTED] legal name?

23 A. [REDACTED]

24 Q. All right, and what's [REDACTED] legal name?

25 A. [REDACTED]

1 Q. And how old is [REDACTED] today?

2 A. He's 14.

3 Q. And who was the next oldest child in the vehicle?

4 A. [REDACTED]

5 Q. And how old is [REDACTED] now?

6 A. 10.

7 Q. And all three of them were in the vehicle at the
8 time?

9 A. Yes.

10 Q. Was anybody else other than Frank and your three
11 kids in the vehicle at the time of the collision?

12 A. No.

13 Q. What were Frank and the three kids doing in the two
14 minutes before the collision occurred?

15 A. They were playing their little handheld games.

16 Q. Like Nintendo devices?

17 A. Yes.

18 Q. Was that distracting in any way?

19 A. No. They didn't even know nothing had happened
20 cause they told me they said, "Mama, I didn't know
21 nothing had happened" cause they wasn't even
22 looking, you know, away from their game.

23 Q. So [REDACTED] and [REDACTED] did not see the collision
24 occur?

25 A. No.

1 Q. "No" meaning you disagree with me or "no" they
2 didn't see the collision occur?

3 A. No, they didn't see it occur.

4 Q. Did Frank see the collision occur?

5 A. Yes, he was in the passenger's seat.

6 Q. Was Frank doing anything to distract you?

7 A. No.

8 Q. Were you talking to Frank at the time of the
9 collision?

10 A. No.

11 Q. Tell me what Frank has told you -- well have you had
12 any conversations with Frank Miller, your husband,
13 about how the collision occurred?

14 A. Other than we don't see where we're at fault, that's
15 all, cause they was nothing I could do to avoid the
16 situation.

17 Q. But on the day of the collision did you have any
18 discussions with your husband Frank about how the
19 collision occurred?

20 A. I probably did. I mean, you know, just normal
21 conversation a husband and wife would have.

22 Q. Do you remember what Frank told you in those
23 conversations that day?

24 A. No.

25 Q. Have you had any other conversations with your

1 husband Frank after the collision in which he told
2 you what he saw or observed on the day or time of
3 the collision?

4 A. No, not that -- nothing other than what I said about
5 we don't see how we were -- we were at fault of
6 anything.

7 Q. Other than that has Frank told you anything else
8 about how the collision occurred or what he saw
9 during the collision?

10 A. It was just so instant he was in the passenger's
11 seat and he went to holler, wasn't nothing I could
12 to because it just -- that second, you know.

13 Q. You said he hollered before the collision occurred?

14 A. Right as it was happening.

15 Q. What did he say?

16 A. "Look out." I mean, bam, wasn't no -- nothing, you
17 know, I just seen it once it hit me.

18 Q. Did Frank, your husband, saying anything other than
19 "Look out"?

20 A. No.

21 Q. How much time passed from the time that your husband
22 yelled "Look out" from the moment your vehicle and
23 Mr. Seay's vehicle made contact?

24 A. It was instant also. I mean, I was just -- I don't
25 know ---

1 Q. Do you think it was more ---

2 A. --- everything was just so instant.

3 Q. Do you think it was more or less than two seconds?

4 A. Less than two seconds.

5 Q. Did you take any photographs of Mr. Seay's vehicle
6 after the collision?

7 A. No.

8 Q. Do you know if anybody took any photographs of Mr.
9 Seay's vehicle after the collision?

10 A. I don't know.

11 Q. Let's talk a little bit about the collision then.

12 Where is the last place you were before the
13 collision? Where were you coming from before the
14 collision occurred?

15 A. At my home.

16 Q. Your home where?

17 A. 108 Miller Circle.

18 Q. How far had you traveled before the collision
19 occurred?

20 A. However far from Miller Circle to 292.

21 Q. Do you think it was more or less than five minutes
22 that you had been traveling before the collision
23 occurred?

24 A. It at least takes about 10 minutes to get to 292.

25 Q. Where were you heading to if this collision had not

1 occurred?

2 A. We were going to Restoration Church.

3 Q. Where is that at?

4 A. It is Pottery Road off of New Cut Road.

5 Q. What were you going to do at Restoration Church?

6 A. Go to our Wednesday night service.

7 Q. What time did that Wednesday night service start?

8 A. 6:30.

9 Q. How far away were you from Restoration Church at the
10 time of the collision?

11 A. At least probably close to 20 more minutes from 26.

12 Q. Were you in a hurry to get there?

13 A. No.

14 Q. Were you running late?

15 A. No.

16 Q. What were you planning on doing after Restoration
17 Church?

18 A. Going home.

19 Q. From the time you left your home before the
20 collision until the time of the collision had you
21 stopped anywhere?

22 A. No.

23 Q. No convenient stores, gas stations; anything like
24 that?

25 A. No.

1 Q. From the place where the collision occurred to the
2 location of Restoration Church were you planning on
3 stopping anywhere?

4 A. No.

5 Q. I assume it was a Wednesday on the day of the
6 collision?

7 A. Yes.

8 Q. Do you know what time of day the collision occurred?

9 A. Around 6:00 o'clock.

10 Q. And what road were you traveling on?

11 A. Highway 292.

12 Q. How many lanes of travel were there on Highway 292
13 in the direction that you were going?

14 A. Can you ---

15 Q. Sure.

16 A. --- explain that more?

17 Q. The police report looks like it shows it's a two-
18 lane road, one lane in each direction?

19 A. Yes.

20 Q. Does that sound right?

21 A. Yes.

22 Q. Okay. I just wanted to make sure because trust me,
23 police officers can get these things wrong.

24 A. Yes.

25 Q. So do you agree in the location that you were at

1 when the collision occurred, it was a two-lane road,
2 one lane in each direction?

3 A. Yes

4 Q. Was it light out at the time of the collision?

5 A. Yes.

6 Q. What was the weather like?

7 A. Clear.

8 Q. The place where the collision occurred would you
9 describe it as straight or curvy?

10 A. Straight.

11 Q. The place where the collision occurred would you
12 describe it as flat, hilly or a valley?

13 A. Flat.

14 Q. Were there any road defects that caused or
15 contributed to this collision?

16 A. No.

17 Q. What I mean by that is any kind of pot holes,
18 anything wrong with gravel on the road, anything
19 like that that may have caused or contributed to
20 this collision occurring?

21 A. No.

22 Q. Was your vision obstructed by anything including the
23 light or sun?

24 A. No.

25 Q. Were there any trees, shrubs, bushes or anything

1 obstructing your view of either Mr. Seay's vehicle
2 or Mr. Shults' vehicle?

3 A. No.

4 Q. You're wearing glasses here today?

5 A. Yes.

6 Q. How long have you been wearing glasses, since
7 roughly what age?

8 A. Maybe two years.

9 Q. Were you required to wear glasses at the time of
10 this collision?

11 A. No.

12 Q. At the time of this collision, on the day of the
13 collision, were you wearing any prescription
14 glasses?

15 A. No.

16 Q. Were you wearing sunglasses of any type?

17 A. No.

18 Q. Were you wearing anything over your eyes?

19 A. No.

20 Q. The glasses you're wearing now is it because it
21 helps you read close or does it help you see things
22 far away?

23 A. See far away.

24 Q. When did you first start getting glasses after the
25 collision?

1 A. Well I started having headaches and then I didn't
2 know that was causing my headaches.

3 Q. Do you remember what month of what year you went and
4 saw an eye doctor and you got prescription glasses?

5 A. I think it was towards the end of 2010.

6 Q. Before the collision when's the last time you had
7 seen an eye doctor of any type, optometrist,
8 ophthalmologist or any other eye doctor?

9 A. I hadn't because I could see fine.

10 Q. Well what kind of vision problems were you having
11 back on July 22nd, 2009?

12 A. None that I recall.

13 Q. Do you remember the last time you had to get your
14 vision checked in order to get your driver's license
15 before the collision?

16 A. Not right off. I hadn't -- they hadn't never sent
17 me to have them checked.

18 Q. When you got your driver's license renewed before
19 the collision occurred did you do it in person, did
20 you do it by mail; do you remember?

21 A. I went in person.

22 Q. You went in person? Did they check your eyes at
23 that point in time?

24 A. Yes, I had to read the ---

25 Q. Read the -- you made this motion ---

1 A. --- the, you know, the thing ---

2 Q. --- the little goggles they put on ---

3 A. Yes.

4 Q. --- or that big goggle device they have?

5 A. Look in it and read the line off to them, yeah.

6 Q. Do you remember when that occurred?

7 A. Well I've got to have them renewed in 2015, so I
8 don't know right off.

9 Q. Was your vision blurry at all back in the month of
10 July of 2009 because of a lack of glasses?

11 A. No.

12 Q. You sure?

13 A. I'm sure.

14 Q. But roughly a year later you were getting glasses;
15 is that correct?

16 A. Yes.

17 Q. Do you remember what your prescription level is now?

18 A. I don't know right off but I can see like -- I can
19 see not wearing them but it's just like far, far
20 away.

21 Q. I understand.

22 A. So far I don't know how far up but ---

23 Q. Did the optometrist or -- well what doctor did you
24 go to for your eyes?

25 A. The one in Boiling Springs Wal-Mart, Steve -- Steve

1 McPhail.

2 Q. So it's the Wal-Mart in Boiling Springs?

3 A. Yes.

4 Q. On what road is that?

5 A. Rainbow Lake Road.

6 Q. It's the optometrist that's inside the Wal-Mart?

7 A. Yes.

8 Q. Did he ever tell you, you know, do you have 20/40
9 vision, 20/200 vision; do you remember what that
10 number was?

11 A. I don't remember.

12 Q. How many visits have you had to that optometrist?

13 A. I try to go at least -- at least once a year.

14 Q. Before this collision occurred had you ever been
15 prescribed contact lenses or prescription lenses?

16 A. No.

17 Q. In the 24 hours before the collision occurred had
18 you drunk any alcoholic beverages of any type?

19 A. No.

20 Q. In the 24 hours before the collision occurred had
21 you taken any prescription medications?

22 A. No. The only prescription medication I am
23 prescribed is Synthroid, and I take that once a day,
24 which it don't have no, you know, side effects like
25 that.

1 Q. Is that for a thyroid issue?

2 A. Yes, uh-huh (affirmative).

3 Q. In the three years before the collision occurred had
4 you been prescribed any other prescription
5 medications other than the Synthroid?

6 A. No.

7 Q. On Highway 292, where you were at when the collision
8 occurred, is there a yellow line in the center of
9 the road?

10 A. Yes.

11 Q. Now did you cross over that yellow line in the
12 center of the road and hit Dickie Shults' vehicle?

13 A. I was pushed into Dickie Shults by Seay.

14 Q. What I need to know is did you ultimately go over
15 that yellow center line ---

16 A. I didn't intentionally, if that's what you're trying
17 to say.

18 Q. I'm not asking you if you intentionally or
19 negligently did it; all I need to know is the
20 movement of the vehicles for right now; okay?

21 A. Okay.

22 Q. Did the vehicle you were driving cross over that
23 yellow center line into Dickie Shults' lane of
24 travel?

25 A. When I was struck by Seay but before then no.

1 Q. After you were hit by Mr. Seay did your vehicle
2 cross over the yellow center line and into Dickie
3 Shults' lane of travel?

4 A. Yes.

5 Q. Did you ultimately hit or make contact with Dickie
6 Shults' vehicle?

7 A. What do you mean?

8 Q. Did your vehicle touch his vehicle?

9 A. Yes.

10 Q. Why did you not stop before you got struck by Mr.
11 Seay's vehicle?

12 A. I was pushed, I couldn't. I mean, wasn't no
13 stopping. I mean, it was so fast that I didn't have
14 time to, you know, do anything.

15 Q. How far away was Mr. Seay's vehicle the first time
16 you noticed or observed his vehicle?

17 A. Not even two seconds as far as ---

18 Q. As far as time ---

19 A. Yes.

20 Q. --- it was less than two seconds?

21 A. Yes.

22 Q. How far away distance-wise was Mr. Seay's vehicle
23 the first time you noticed that Mr. Seay's vehicle
24 was on the road or on his road?

25 A. Just that -- within the two seconds. I mean, it was

1 no -- no time for me to have a chance to avoid the
2 collision.

3 Q. What I'm looking for is a distance. I mean, was it
4 two car lengths away, three car lengths away, a
5 hundred feet, a hundred yards? The very first time
6 that you remember his vehicle being present how far
7 away was his vehicle?

8 A. When I was struck. I mean, it wasn't no -- I didn't
9 have no kind of distance at all.

10 Q. Okay. So do I understand it correctly that before
11 your vehicle and Mr. Seay's vehicle made contact you
12 did not see his vehicle at all?

13 A. No.

14 Q. "No" you disagree with me or "no" you didn't see his
15 vehicle at all?

16 A. No, I didn't see him until I was struck by him.

17 Q. So the first time you saw Mr. Seay's vehicle was at
18 the time that your vehicle and his vehicle made
19 contact?

20 A. Yes.

21 Q. Tell me why you did not see Mr. Seay's vehicle prior
22 to contact being made by the vehicles.

23 A. I guess cause he yielded to stop and hit me. I
24 mean, I don't know.

25 Q. Were you looking at some place other than the road

1 in front of you?

2 A. No, looking straight ahead.

3 Q. Well he came out from your -- in front of you and to
4 your right; is that correct?

5 A. Yes, my right fender, right side fender.

6 Q. Did he -- let's just make sure we're on the same
7 page because I assume that's because it's on the
8 collision report. Did Mr. Seay come from your right
9 or passenger's side of the vehicle?

10 A. Yes.

11 Q. What road was Mr. Seay on before the collision?

12 A. I think it's called Miller -- Miller Farm. It's
13 right there near the Hot Spot.

14 Q. The police report says Miller Farm Road; does that
15 sound correct?

16 A. Yes.

17 Q. And it looks like it's nearly across the street
18 approximately then a service station?

19 A. Yes.

20 Q. The name of the service station is the "Hot Spot"?

21 A. Yes, at that time. I don't know if they changed
22 their name, you know, since then.

23 Q. I got you. Miller Farm Road, how many -- is that a
24 one-lane road or a two-lane road?

25 A. I think it's two-lane.

1 Q. And was Mr. Seay in the proper lane prior to the
2 collision, meaning he was in his right lane, the
3 right lane for him?

4 A. I don't know.

5 Q. And that's because -- you don't know because you
6 literally did not see him ---

7 A. That's right.

8 Q. --- until after the collision occurred; is that
9 correct?

10 A. No, right. When the collision happened is when, you
11 know, I seen who, you know, had hit me.

12 Q. What I need to know was there anything obstructing
13 your view of Mr. Seay's vehicle?

14 A. No.

15 Q. So then tell me in your own words why did you not
16 see Mr. Seay's vehicle until after the collision
17 occurred?

18 A. Everything happened so fast. I mean, I didn't have
19 a chance. I didn't see him at all. I don't know
20 why but I didn't see him.

21 Q. Do you know how fast Mr. Seay was going at the
22 moment his vehicle struck your vehicle?

23 A. It was enough to cause me to be bumped into Shults
24 and total my car.

25 Q. Your vehicle was totaled in this collision?

1 A. Yes. It was not drivable.

2 Q. Did you ever see any estimate as to how much it
3 would cost to get your vehicle fixed?

4 A. I don't remember the actual figures. I don't
5 remember.

6 Q. How much were you paid in compensation for this
7 vehicle, the total loss?

8 A. I don't remember what the value was.

9 Q. Was it more or less than \$4,000?

10 A. Around \$4,000 sounds around -- around the ballpark.

11 Q. Tell me what kind of damage was done to your
12 vehicle?

13 A. Well I know water ran out from under it, the
14 steering wheel was locked up. I don't remember
15 about the gears.

16 Q. Was there damage to the front of the vehicle, the
17 fender or the bumper?

18 A. The whole front was basically where all of the
19 impact and total was.

20 Q. Was the front bumper and grill area impacted like an
21 accordion?

22 A. Yes, I think it was.

23 Q. And I think you said your vehicle wasn't drivable
24 anymore?

25 A. Right.

1 Q. Did the bumpers where the body of the vehicle
2 touched down on to the tires so the tires wouldn't
3 rotate anymore?

4 A. Yes.

5 Q. Was the hood of the vehicle damaged and pushed in?

6 A. I think it was -- it was like the passenger's side
7 was pushed in and then when I was struck in the
8 Shults' truck it pushed the driver's side in. So it
9 was ---

10 Q. How fast were you going at the moment Mr. Seay's
11 vehicle struck your vehicle?

12 A. Around 20, 20 something, wasn't too fast.

13 Q. Why were you going that slow?

14 A. That's a busy intersection, cars coming out of the
15 store, the road there, you're near 26. That's a
16 real busy intersection.

17 Q. Is the speed limit 55 miles an hour right before
18 that gas station?

19 A. I think up to right before you get around that area
20 it drops down to 35.

21 Q. But it's 55 before it drops down to 35?

22 A. Yes.

23 Q. How far is it from the point in time from where the
24 speed limit drops to 35 miles an hour to the time
25 where the collision occurred, what's the distance or

1 time?

2 A. I know it was a good little distance but I right off

3 ---

4 Q. More or less than a block?

5 A. More than a block, I would think.

6 Q. Were you driving more than 35 miles an hour at the
7 time of the collision?

8 A. Before I got near the area to where you supposed to
9 slow down. Before I got to the area, you know,
10 slowed down before entering the area.

11 Q. In the five seconds before the collision occurred
12 were you going more than 35 miles an hour?

13 A. No.

14 Q. All right, so going back to this question: Why did
15 you not stop before getting struck by Mr. Seay's
16 vehicle?

17 A. I didn't have time to react to stop.

18 Q. At the moment of impact did you still have your foot
19 on the accelerator?

20 A. No.

21 Q. Where did you have your foot then?

22 A. Brakes.

23 Q. At the moment of impact why did you have your foot
24 on the brakes if you didn't see Mr. Seay before the
25 collision?

1 A. Not to go too fast in that little area, being
2 cautious, cautious as I could be.

3 Q. How was your vehicle moving forward if your foot was
4 on the brakes?

5 A. I wasn't, you know, like complete stop, if that's
6 what you're asking.

7 Q. Well when's the last time that your foot was on the
8 accelerator prior to the collision with Mr. Seay?

9 A. I don't -- I don't remember right off when.

10 Q. Did you leave any skid marks prior to colliding with
11 Mr. Seay?

12 A. No.

13 Q. Did you brake hard at all prior to this collision?

14 A. No, I didn't have -- I didn't have a chance to.

15 Q. And I'm sorry, how fast do you think Mr. Seay's
16 vehicle was going at the moment of impact?

17 A. I don't know.

18 Q. You have literally no idea?

19 A. I mean, it was -- it was enough to push me across
20 the yellow line.

21 Q. Into Dickie Shults' lane of travel?

22 A. Yes.

23 Q. Why did you not stop between the time that you got
24 struck by Mr. Seay but before you hit Dickie Shults'
25 vehicle?

1 A. There was no time between all the -- being bumped
2 into Dickie Shults. He had already pulled out from
3 the store.

4 Q. Did you see Dickie Shults' vehicle prior to getting
5 hit by Mr. Seay?

6 A. Not in time to do anything.

7 Q. Well did you see ---

8 A. I mean ---

9 Q. --- Dickie Shults' vehicle at all prior to getting
10 hit by Mr. Seay?

11 A. As soon as I was bumped into it, I mean, cause that
12 was like how close I was to the store of where you
13 come out.

14 Q. How far away was Dickie Shults' vehicle the very
15 first time you noticed his vehicle?

16 A. When we was bumper-to-bumper, my front bumper to his
17 bumper.

18 Q. So the moment of impact?

19 A. Yes.

20 Q. So it would be fair to say you did not see Dickie
21 Shults' vehicle prior to actually making contact
22 with his vehicle; is that correct?

23 A. No, I did not see it before the prior bump.

24 Q. The contact with his vehicle?

25 A. Right, the contact, yes.

1 Q. You keep saying a "bump" though. This was ---

2 A. Well I mean ---

3 Q. Was this collision more than just a bump?

4 A. I was just referring to that as far as the contact.

5 I didn't know ---

6 Q. That's fine. Your vehicle got totaled in this
7 collision; right?

8 A. Yes.

9 Q. Do you think your vehicle got damaged because of the
10 collision with Mr. Shults? You had already ---

11 A. Most of the damage came from Shults.

12 Q. Most of the damage ---

13 A. Yes.

14 Q. --- actually came from hitting Mr. Shults' ---

15 A. Not Shults, I mean the Seay.

16 Q. Mr. Seay, okay.

17 A. The Seay bumping me, yes.

18 Q. Could you see was there damage to your vehicle
19 because of the collision with Mr. Shults?

20 A. No, he was not -- he was not the contributor to the
21 accident, if that's what ---

22 Q. I'm asking a bad question. And you've already
23 answered this once but I want to clarify this; okay?

24 A. Okay.

25 Q. Is it fair to say your vehicle got damaged twice,

1 once from the impact with Mr. Seay and once from the
2 impact with Mr. Shults?

3 A. I would say it was more of the Seay because the
4 Shults, the side that I impacted with him, was not
5 as damaged.

6 Q. But was there some damage?

7 A. Yes.

8 Q. Okay, that's what I wanted to know. What was the
9 "some" damage that you saw on your vehicle because
10 of the impact with Mr. Shults?

11 A. I could not open my driver door to get out my
12 driver's side.

13 Q. What part of your vehicle touched what part of Mr.
14 Shults' vehicle?

15 A. The left front fender but it was like where the door
16 ---

17 Q. Hold on, the left front fender of your vehicle?

18 A. Yes.

19 Q. Hit what part of his vehicle?

20 A. The front driver bumper.

21 Q. How far did your vehicle travel across the yellow
22 line into Mr. Shults' lane of travel?

23 A. Basically, you know you have the length between cars
24 as far as the yellow line going down the road like
25 passing and them -- you know, how much room that you

1 have passing, of not crossing the yellow line.

2 You're not understanding what I'm trying to say.

3 Q. Was there a center median or a -- I sometimes call
4 it the "suicide lane" a turning lane there ---

5 A. No.

6 Q. --- between the two lanes? Okay. So it was two
7 lanes ---

8 A. Just the yellow or the ---

9 Q. --- and the yellow lines that are about, I don't
10 know, eight inches apart or so, give or take?

11 A. Yeah.

12 Q. What I need to know is how far did your vehicle's
13 bumper go into the oncoming lane of travel, how many
14 feet?

15 A. I'm not good at measurements. I don't know right
16 off, I mean, as far as how many feet you're wanting
17 to know.

18 Q. Well do you think it was more or less than a yard
19 stick?

20 A. It was less than a yard stick. It was like I bumped
21 his front bumper and then went in behind the truck,
22 of his truck, up in the grass of the store.

23 Q. So your vehicle actually turned around?

24 A. No.

25 Q. It didn't?

1 A. I was still facing ---

2 Q. Describe that for me what happened then.

3 A. I was still facing forward, I mean, going west on
4 292.

5 Q. Did your vehicle rotate at all ---

6 A. No.

7 Q. --- clockwise or counterclockwise?

8 A. No, it was like I bumped his fender and then it was
9 like I didn't hit no other part of his truck but it
10 was like went up behind, just right behind him into
11 the grass.

12 Q. So your vehicle came to a rest in the grass; is that
13 correct?

14 A. Yes.

15 Q. And that would be in the grass on Mr. -- to your
16 left?

17 A. Of the store.

18 Q. Yes, to the Hot Spot store?

19 A. Yes.

20 Q. Okay. So that would have been -- it came to a rest
21 in the grass ditch area on ---

22 A. It wasn't really a ditch, it was kindly flat.

23 Q. But it's the grass on Dickie Shults' side of the
24 road?

25 A. Yes.

1 Q. So your vehicle had enough momentum to actually
2 completely go across to the -- completely go across
3 the oncoming lane of travel?

4 A. I mean, he was right -- I mean, he had just came out
5 from the store area, I mean, that's how close he was
6 still to the store, of going into the grass.

7 Q. You would agree your vehicle had at least enough
8 momentum or speed to travel all the way across
9 Dickie Shults' lane of travel and come to a rest on
10 his side of the road; correct?

11 A. Yes.

12 Q. Where did Mr. Seay's vehicle come to a rest, where
13 did it stop?

14 A. (No verbal response).

15 Q. In your lane of travel or did he go somewhere else?

16 A. I don't remember if they had to move his car, if his
17 was totaled or if he could move it. I don't
18 remember.

19 Q. Where did Dickie ---

20 A. I was more worried about me and my family, you know,
21 being okay at the time.

22 Q. Perfectly understandable. Do you remember where
23 Dickie Shults' vehicle came to a rest?

24 A. I think it was the entrance. They had more than one
25 entrance of the store, I think it was like the next

1 little entrance mainly where the big trucks mainly
2 go up to.

3 Q. What kind of damage did you see on Dickie Shults'
4 vehicle after the collision?

5 A. The front -- front driver's side fender.

6 Q. It was ---

7 A. It was just ---

8 Q. --- mashed in?

9 A. Yes, a little bit mashed in.

10 Q. Were there any other vehicles involved in this
11 collision other than the three we've already
12 mentioned?

13 A. No.

14 Q. Do you know of any other witnesses to this collision
15 other than the people in your vehicle?

16 A. The people that worked at the store at the time saw
17 what happened.

18 Q. Did you get their names?

19 A. No, I don't know who they were.

20 Q. As we sit here today would you be able to identify
21 who they are?

22 A. Maybe by face but not name-wise.

23 Q. Have you spoken with any of them?

24 A. Not since the accident.

25 Q. On the date of the accident ---

1 A. They offered us a drink because it was hot and made
2 sure everyone was okay. That was basically all they
3 asked.

4 Q. Let's clarify here, do you know the names of any of
5 those people?

6 A. No.

7 Q. Do you know if any of them work at the Hot Spot
8 still?

9 A. I don't know.

10 Q. Have you been back in that Hot Spot since the
11 collision?

12 A. Yes, but not, you know, to pay them attention like,
13 "Hey, I know you from then."

14 Q. Did they actually tell you that they saw the
15 collision occur?

16 A. Yes.

17 Q. What did they tell you what ---

18 A. Well they told us they saw what happened, that, you
19 know, they was just -- make sure that we were okay.

20 Q. What did they tell you happened?

21 A. They didn't -- I mean, they didn't go in details,
22 they just said they saw what happened.

23 Q. Did they say anything more than that?

24 A. No.

25 Q. Other than those people do you know of any witnesses

1 to this collision?

2 A. I don't know.

3 Q. Has anybody told you after the collision that they
4 saw the collision occur other than the employees of
5 the Hot Spot?

6 A. No.

7 Q. Do you remember if there were any other vehicles on
8 the road at the time of the collision other than the
9 three vehicles we've been talking about?

10 A. Not right off, no.

11 Q. I assume you did not turn on any of your blinker
12 lights, including your left blinker lights before
13 the collision occurred?

14 A. No, cause I wasn't turning nowhere at the time.

15 Q. It was never your intention to make a left turn ---

16 A. No.

17 Q. --- into Dickie Shults' lane of travel?

18 A. Oh, no.

19 Q. Is that correct?

20 A. No. No.

21 Q. You would've never turned on a left turn signal
22 light; correct ---

23 A. No.

24 Q. --- before the collision?

25 A. No.

1 Q. "No" I'm incorrect or "no" you never turned on your
2 ---

3 A. No, I never turned a signal on.

4 Q. Did anybody blow their horn prior to the collision?

5 A. No.

6 Q. Why do you think this collision occurred?

7 A. Because of Seay pushing me across the yellow line.

8 Q. How did he -- we haven't talked about this. Tell me
9 the manner in which he hit you, meaning we know he
10 was coming from your right?

11 A. Uh-huh (affirmative), yes.

12 Q. Do you know what he did or did not do in order to
13 hit you? Do you actually know, did you actually see
14 it?

15 A. I didn't see -- what was the question again?

16 Q. Well let ---

17 A. What are you trying to ---

18 Q. Yeah, let me just back up.

19 A. Okay.

20 Q. I believe your testimony is you honestly did not see
21 Mr. Seay's vehicle until the moment of impact; is
22 that correct?

23 A. Yes.

24 Q. So therefore I assume you can't tell me if he blew
25 through the -- if he came to a stop for a -- for the

1 road and then proceeded out versus him doing a
2 rolling stop where he kind of just goes right out or
3 did he just completely blow right through the stop
4 sign and hit you? I assume you don't know one way
5 or the other; is that correct?

6 A. I don't know.

7 Q. You said you don't know?

8 A. I don't know what he tried ---

9 Q. You don't know what he tried to do before ---

10 A. No.

11 Q. --- the moment of impact; is that correct?

12 A. No.

13 Q. Do you think that Dickie Shults did anything
14 negligent or wrong in this collision?

15 A. No.

16 Q. Do you know how fast -- well I assume you don't know
17 how fast Dickie Shults' vehicle was going at the
18 time of the collision; right?

19 A. No.

20 Q. "No" meaning you don't know the speed?

21 A. No, I don't know.

22 Q. Did you feel the impact?

23 A. Yes.

24 Q. Did you feel the impact with Dickie Shults' vehicle?

25 A. Well I'm not sure if it was just from Seay or from

1 Shults.

2 Q. Were you wearing your seatbelt at the time of the
3 collision?

4 A. Yes.

5 Q. Did it lock down or catch?

6 A. It caught.

7 Q. Did your airbags deploy?

8 A. No.

9 Q. That vehicle does have airbags; right?

10 A. Yes.

11 Q. Did any airbags deploy?

12 A. No.

13 Q. Were you concerned that somebody got hurt in the
14 collision?

15 A. Yes, I mean ---

16 Q. Why?

17 A. Because the way everything happened. I mean, any
18 kind of accident someone's can be -- someone can be
19 hurt and you not know it right then.

20 Q. What I want to make sure, you're not claiming this
21 was just some minor bump in which you would say,
22 "Gosh, how did anybody get hurt in this collision"?

23 A. No.

24 Q. "No" you don't think that or "no" you disagree with
25 me?

1 A. No, I don't think that. I mean, I think you can get
2 hurt in any kind of accident.

3 Q. Did you have any conversations with Dickie Shults
4 after the collision?

5 A. He asked was we okay, he asked was the children
6 fine. Other than that, that was it.

7 Q. Did you ever ask him if he was fine?

8 A. Yes.

9 Q. Okay, what did he say?

10 A. He was fine.

11 Q. Other than what you've told me did you have any
12 other conversations with Dickie Shults?

13 A. No.

14 Q. Did you have any conversations with Dickie Shults as
15 to how the collision occurred or who was at fault?

16 A. No.

17 Q. Have you ever had any conversations with him even
18 after the collision as to how the accident occurred
19 or who was at fault?

20 A. No.

21 Q. Did you have any conversations with Mr. Seay?

22 A. No.

23 Q. On the date of the accident did you have any
24 conversations with him at all?

25 A. No.

1 Q. So I assume then you're not able to testify at all
2 as far as conversations with him as to how the
3 accident occurred or who was at fault?

4 A. No.

5 Q. "No" you had no conversations?

6 A. No conversations.

7 Q. Did you talk to a police officer or a sheriff's
8 deputy or who came out there to investigate, was it
9 a police officer, a sheriff's deputy, a highway
10 patrol officer?

11 A. Highway patrol.

12 Q. Okay, yeah, it looks like it was a highway patrol
13 officer according to the collision report. Did you
14 get any tickets or citations because of this
15 collision?

16 A. No.

17 Q. Do you know if anybody got any tickets or citations
18 because of this collision?

19 A. I think the Seay did.

20 Q. Who told you that, the officer or did you see it,
21 the ticket?

22 A. Well the report, I think, even says that he was
23 something, I don't know what.

24 Q. Did the officer tell you that Mr. Seay was getting a
25 ticket or citation?

1 A. I don't remember if he officially told me that he
2 did.

3 Q. Do you know did Dickie Shults get any kind of ticket
4 or citation because of this collision?

5 A. I don't think so.

6 Q. What did you tell the highway patrol officer as to
7 what happened, as far as what happened in the
8 collision?

9 A. I was approaching the intersection and I was struck
10 by the car from the Miller Farm Road of my front,
11 right front fender, was pushed into Shults, which
12 struck my left front fender and I ended behind in
13 the grass of 292 right there at the Hot Spot.

14 Q. How fast do you think your vehicle was traveling at
15 the moment it hit Dickie Shults' vehicle?

16 A. Not fast at all, 20 something miles an hour, 20, 20
17 something.

18 Q. Did you get hurt in this collision?

19 A. I had a -- I'm diagnosed -- was diagnosed with
20 carpel tunnel in my left wrist ---

21 Q. Because of this ---

22 A. --- they said possibly from gripping the steering
23 wheel.

24 Q. So because of this automobile collision you
25 developed carpel tunnel?

1 A. Yes.

2 Q. In what wrist or wrists?

3 A. Left.

4 Q. Your left wrist?

5 A. Uh-huh (affirmative).

6 Q. All right.

7 A. Yes.

8 Q. And when is the first time you went and saw a doctor
9 after this collision for the injuries from the
10 collision?

11 A. I probably gave it two or three days and then my
12 wrist kept hurting so I went to my family doctor and
13 he sent me to have it -- I went to Dr. Falcon.

14 Q. Is that your family doctor?

15 A. No, my family doctor is Graham Dickerson.

16 Q. At what clinic?

17 A. Mary -- he's affiliated with Mary Black Family
18 Foothills.

19 Q. In what location? What's the general address?

20 A. Old Furnace, Boiling Springs.

21 Q. All right. And then you got referred to a hand
22 specialist?

23 A. Yes.

24 Q. And that's Dr. Falcon?

25 A. Yes.

1 Q. What's Dr. Falcon's full name?

2 A. He's -- I don't remember his first name. He's ---

3 Q. In what ---

4 A. He's in Regional, the Regional. I don't remember
5 what part but he's in Regional.

6 Q. In what city?

7 A. Spartanburg.

8 Q. And he's the one who did the surgery?

9 A. I didn't have -- it wasn't -- it wasn't bad enough
10 for surgery. He sent me to Piedmont Imaging to
11 where they did the MRI on it and he said looks like
12 I could be treated with a hydrocortisone shot. So
13 he gave me the shot and it's not bothered me since.

14 Q. Have you seen any other doctors for the injuries you
15 suffered in the collision?

16 A. Just went to the ER to make sure I was fine, my
17 children and my husband.

18 Q. Did you go to the ER the day of the collision?

19 A. I think it was the next day.

20 Q. You, your husband and your three children all went
21 to the ER the day after the collision?

22 A. Yes.

23 Q. Did any of you get any medical treatment on the day
24 of the collision?

25 A. Not -- I don't think so.

1 Q. What do you think -- ballpark figure what do you
2 think is the total amount of your medical bills from
3 the ER to the last visit you had with Dr. Falcon?

4 A. I don't -- I don't know, I mean, I don't know how
5 much the ER visit and things are. I don't recall.
6 I don't remember the amount.

7 Q. We have learned from the previous litigation that
8 you had received a settlement from Mr. Seay; is that
9 correct?

10 A. Yes.

11 Q. How much was your settlement with Mr. Seay for you?

12 A. I don't remember without going back looking at that
13 information. I've not looked at the information
14 since 2009.

15 Q. Do you think it was more or less than \$10,000?

16 A. It sounds around that maybe.

17 Q. Did your husband get any medical treatment other
18 than the emergency room visit after this collision

19 ---

20 A. No.

21 Q. --- because of the collision?

22 A. No.

23 Q. Just one visit to the ER, for your husband?

24 A. I think so. I think that was all, one.

25 Q. What kind of complaints or problems was he having

1 because of the collision?

2 A. Just the soreness of your back and your neck and
3 stuff that I remember, I think.

4 Q. You told me about your left wrist, did you have any
5 other body parts injured in this collision?

6 A. No.

7 Q. And your three children now, [REDACTED] she went to the
8 emergency room the day after the collision; is that
9 correct?

10 A. Yes.

11 Q. What additional medical treatment did she get
12 because of this collision?

13 A. Nothing, there was just soreness. There was no --
14 nothing wrong with them that needed ongoing
15 treatment.

16 Q. Now your son [REDACTED] he went to the emergency room
17 the day after the collision; correct?

18 A. Yes.

19 Q. Did he get any additional medical treatment?

20 A. No.

21 Q. I'm sorry, what was wrong with [REDACTED] that she got
22 medical treatment?

23 A. Nothing that I -- I mean, it was, you know,
24 basically make sure her back and stuff was okay
25 because of just being jarred.

1 Q. Was she having back pain?

2 A. Her back was sore.

3 Q. And [REDACTED] too, what were the problems he was
4 complaining of?

5 A. Basically the same thing, their back was sore.

6 Q. What about [REDACTED] did he get any medical treatment
7 other than the emergency room visit?

8 A. No.

9 Q. What were his main complaints?

10 A. Just their back being sore from just jarred.

11 Q. And they didn't follow up with any other doctors,
12 chiropractors, any other medical other than the ER
13 visit?

14 A. They may have went to the family doctor but I don't
15 -- I don't think they did, I think it was just the
16 ER.

17 Q. Do you remember the total amount of the settlement
18 for all five of you from Mr. Seay's insurance
19 company?

20 A. Not right off. I was trying to think if I did but I
21 don't -- can't remember right off.

22 Q. Did you miss any time from work because of this
23 collision?

24 A. Yes..

25 Q. How long?

1 A. Probably a total of three or four days maybe.

2 Q. Did your husband miss any time from work because of
3 the collision?

4 A. No.

5 Q. Were you working for anyone at the time of the
6 collision? What I mean by that is were you on the
7 job getting paid by any employer at the moment of
8 the collision?

9 A. At the time?

10 Q. Yeah, were you on the clock, were you on the job at
11 the time of the collision?

12 A. Oh, no.

13 Q. Okay. Did you go into any court proceedings or
14 hearings after the collision because of the
15 collision? Did you go, you know, to any trial by
16 Mr. Seay?

17 A. No.

18 Q. What do you think you could have done in order to
19 avoid this collision from occurring?

20 A. Probably just not have been there.

21 Q. Anything else?

22 A. Or not have been on that road, you know, at the time
23 is all I can think of.

24 Q. Anything else that you could have done differently
25 or anything you could have done to avoid this

1 accident or collision?

2 A. No.

3 Q. Is there anything you think Dickie Shults could have
4 done to avoid this collision?

5 A. No.

6 Q. Do you have any medical training or experience?

7 A. Well just have CPR and First Aid.

8 Q. Other than that have you had any other medical
9 training?

10 A. No.

11 Q. Did you know Phillip Seay before this collision?

12 A. No.

13 Q. Did you know Dickie Shults before this collision?

14 A. No.

15 Q. Prior to the collision on July 22nd, 2009 had you
16 been involved in any other automobile collisions?

17 A. Yes.

18 Q. How many?

19 A. One that I remember of.

20 Q. Was it more or less than five years before the July,
21 2009 collision?

22 A. More than five years.

23 Q. What happened, very briefly?

24 A. We were on Reidville Road, I was -- my husband was
25 carrying me to the doctor, I had the flu, and we

1 were struck in the back by a car running a red
2 light.

3 Q. You were a passenger?

4 A. Yes.

5 Q. Did you get hurt?

6 A. Nothing other than soreness and my back bothering
7 me. Other than that no.

8 Q. Have you been involved in any other motor vehicle
9 collisions since the July, 2009 collision?

10 A. Yes. I was -- the car that I got after the
11 Chrysler, it was -- it started sleeting and I was
12 going home from work and I slid off into this lady's
13 brick columns and it damaged just my back fender.
14 Other than that no.

15 Q. Mr. Seay, the collision report says he had a 1997
16 four-door Ford; does that sound correct?

17 A. Yes.

18 Q. Do you remember what kind of Ford it was?

19 A. I don't know. It was a small car.

20 Q. Do you remember what kind of vehicle Dickie Shults
21 was driving at the time of the collision?

22 A. A white work truck.

23 Q. White pick-up truck?

24 A. Well one of them more heavy-duty work vehicles.

25 Q. After this lawsuit by Dickie Shults against you was

1 filed, looks like you were served on Thursday,
2 September 15th, 2011; okay? Who was the first
3 person that you notified that you had been served
4 with the lawsuit by Dickie Shults against you?

5 A. Me and my husband talked about it.

6 Q. Okay.

7 A. And at the time I was working so he took the paper,
8 tried to take the paper, the information, to the
9 insurance company.

10 Q. All right, and I'm going to slow you down here;
11 okay? So on the day that you got served, September
12 15th, 2011?

13 A. Yes.

14 Q. Okay. Did you talk to anybody other than your
15 husband about you having been served with the
16 lawsuit?

17 A. No.

18 Q. Start me from that going forward what happened? Did
19 you drop off the lawsuit or the copy of the lawsuit
20 with your insurance company or did your husband do
21 it?

22 A. My husband took care of that because at the time I
23 didn't have time, I was working.

24 Q. And when did he do that in relationship to the day
25 you were served, was it the day you got served, the

1 day after you got served?

2 A. It was during that week. I don't remember what date
3 but it was during that week.

4 Q. I looked it up and the day you got served was a
5 Thursday.

6 A. Okay.

7 Q. Do you remember did he do it ---

8 A. It would be that following week.

9 Q. Well do you think he did it that following day, the
10 next day on Friday or Saturday or Sunday?

11 A. Well the insurance company's not open Saturday and
12 Sunday.

13 Q. Do you think that he did drop the paperwork off on
14 that Friday, the next day?

15 A. I think it was that Monday or Tuesday of that
16 following week.

17 Q. The Monday or Tuesday after you got served?

18 A. Yes.

19 Q. Okay. Now, and I'm going to slow you down here,
20 were you there when your husband dropped the
21 paperwork off with the insurance company?

22 A. No, I was at work.

23 Q. I assume your husband has told you who he dropped it
24 off with?

25 A. I don't remember who.

1 Q. Which insurance agency or company?

2 A. We were with Watson.

3 Q. And according to your policy it looks like it's
4 Watson Insurance Agency, Inc.; does that sound
5 right?

6 A. Yes.

7 Q. In Boiling Springs, South Carolina 29316; does that
8 sound correct?

9 A. Yes.

10 Q. Did your husband tell you that he dropped off a copy
11 of the Summons and the Complaint with Watson
12 Insurance Agency, Inc.?

13 A. Yes, and then we got the phone call from Davis.

14 Q. Let me slow you down there; okay?

15 A. Okay.

16 Q. Watson Insurance Agency, Inc., is that the insurance
17 agency that you had purchased insurance from that
18 covered you for the collision that occurred in July
19 of 2009?

20 A. Yes, they were like the middle person of the Allied,
21 like -- it was like ---

22 Q. Allied is the name of your insurance company;
23 correct?

24 A. Yes.

25 Q. And it's a Nationwide Insurance company it looks

1 like?

2 A. Yes.

3 Q. So let's be on the same page here, Allied
4 Insurance/Nationwide Insurance Company was the name
5 of the insurance company that you had purchased
6 insurance from; correct?

7 A. Yes.

8 Q. Before the July 22nd, 2009 collision; correct?

9 A. Yes.

10 Q. You had purchased that insurance policy through
11 Watson Insurance Agency; correct?

12 A. Yes.

13 Q. And they are the one in Boiling Springs, South
14 Carolina?

15 A. Yes.

16 Q. Do you know what road they're on?

17 A. It's Highway 9.

18 Q. Before July of 2009 how long had you been purchasing
19 automobile liability insurance through Watson
20 Insurance Agency?

21 A. Maybe a year or two.

22 Q. Are you still with the Watson Insurance Agency as
23 far as who you're buying your automobile liability
24 insurance through?

25 A. No.

1 Q. When did you stop using Watson Insurance Agency as
2 your insurance agent that you purchase insurance
3 policies through?

4 A. It wasn't long after this.

5 Q. "This" meaning after you got served with the lawsuit
6 or "this" meaning the collision?

7 A. Well when the lawsuit was pursued against us we were
8 no longer with Watson.

9 Q. Okay.

10 A. We were with we are with Nationwide.

11 Q. You were with Nationwide Insurance Company or a
12 Nationwide insurance agency or both?

13 A. I think it's an agency.

14 Q. On the day that you were served with the Summons and
15 Complaint on September 15th, 2011, who were you
16 purchasing your insurance from, meaning which
17 agency?

18 A. Nationwide. I'm not sure what the actual place is
19 called but I know where it's at.

20 Q. Tell me just so we're on the same page, I mean ---

21 A. Right.

22 Q. --- I drive up and down the road and I see Allstate
23 agents everywhere, I see State Farm agents
24 everywhere, I see Nationwide agencies everywhere,
25 that's why I want to make sure we're clear. You

1 were buying this Nationwide policy through a
2 Nationwide agency locally in your area; correct?

3 A. Yes.

4 Q. Okay, as opposed to let's say you were not buying
5 this over the internet; were you?

6 A. No.

7 Q. But each one of these insurance agencies usually
8 have some kind of a name affiliated with them; do
9 you know what I mean by that?

10 A. Yes, I know ---

11 Q. It's like, you know, the Samuel Harms Nationwide
12 Insurance Company, that's what I'm wondering.

13 A. Okay.

14 Q. What is the name of your agent that's near your
15 house that you were buying the insurance at when you
16 got served?

17 A. I think they're called "Cornerstone."

18 Q. Cornerstone?

19 A. I'm not sure right off.

20 Q. Okay, are you ---

21 A. But when the bill comes out to us it says
22 Nationwide.

23 Q. Sure, but I need to know the local agent, and you
24 think it's Cornerstone Agency?

25 A. It's Ricar -- I know the man's name.

1 Q. Okay, what's the man's name?

2 A. Ricardo Haygood.

3 Q. How do you spell Ricardo?

4 A. A ---

5 Q. Is it R-i-c-a-r-d-o?

6 A. Yes.

7 Q. Haygood, H-a-y-g-o-o-d; does that sound right?

8 A. Yes, that sounds right.

9 Q. What's the address, best your can, what's the
10 address, street address?

11 A. I don't know the name of the road but I know the
12 location.

13 Q. Tell me the location. What's it nearby?

14 A. It's Highway 9 near Pet World.

15 Q. Is it on Highway 9?

16 A. No, it's the little -- a little side road and it's
17 like right here in the corner of Highway 9 and the
18 little side road.

19 Q. Okay, but ---

20 A. And it's like at the red light of Pet World. If you
21 were traveling from Boiling Springs to Spartanburg
22 at the red light you would go left onto that little
23 road and it's just right there.

24 Q. Is it on the same side of the road as Pet World?

25 A. No.

1 Q. It's on the other side of the road as Pet World?

2 A. Yes.

3 Q. Okay.

4 A. There's that used to be Hot Dog Express and then --
5 well it used to be a restaurant right here
6 (indicating).

7 Q. This Ricardo Haygood Nationwide, maybe Cornerstone
8 Agency, is it in a strip mall?

9 A. No, it's just a little white building.

10 Q. It's a stand-alone building?

11 A. Yes.

12 Q. Is it still there?

13 A. Yes.

14 Q. You still getting insurance from them?

15 A. Yes.

16 Q. What else are they nearby?

17 A. I think there's a -- there's a new little strip mall
18 like thing behind the restaurant that used to be a
19 restaurant that does mattresses, I think, it's like
20 Serta.

21 Q. Is that on the same side of the road as them?

22 A. No.

23 Q. Or across the street?

24 A. Across the street.

25 Q. Okay. You got served on September 15th, 2011. In

1 the 30 days after you got served did you ever notify
2 Ricardo Haygood/Nation -- that Nationwide agency
3 that you had been served with a lawsuit?

4 A. No.

5 Q. So you never dropped -- well, did you or -- I should
6 ask your husband since your husband did that. Did
7 you, your husband or anyone on your behalf ever
8 notify Ricardo Haygood or Cornerstone Agency or that
9 Nationwide agency in the 30 days after you were
10 served with the lawsuit?

11 A. No, not those because they -- I didn't have them at
12 the time of the accident. So ---

13 Q. Exactly.

14 A. --- I didn't see why I should tell them.

15 Q. And I'm not disagreeing with you, I just need to
16 know if they ever got notice of this lawsuit ---

17 A. Okay.

18 Q. --- before the default was entered. So do you think
19 Ricardo -- and you understand that a default was
20 entered against you in the lawsuit originally?

21 A. Yes, Davis explained that to me.

22 Q. Do you think Ricardo Haygood, that Cornerstone
23 Agency which has appeared to be a Nationwide agency
24 near Highway 9, did anything wrong or negligent that
25 resulted in you going into default for this lawsuit?

1 A. Not that I'm aware of.

2 Q. And that would be because from what I understand
3 from you they literally had no idea that you had
4 been served with a lawsuit?

5 A. Right.

6 Q. All right, now, going back to the agency that your
7 husband apparently dropped the paperwork off; okay?
8 And we agree that's the Watson Insurance Agency?

9 A. Yes.

10 Q. And that's also near Highway 9?

11 A. It's on Highway 9.

12 Q. It's on Highway 9 in Boiling Springs?

13 A. Across from Hardees that's on Highway 9.

14 Q. It's across from the Hardees?

15 A. Uh-huh (affirmative).

16 Q. What's another main road where it's near where it
17 criss-crosses on Highway 9?

18 A. There's not no main road, they's little, you know,
19 little side roads right near there but that's all.

20 Q. Is there only one Watson Insurance Agency in Boiling
21 Springs?

22 A. That I'm aware of.

23 Q. Before I interrupted and we went down this rabbit
24 trail on Ricardo Haygood; okay?

25 A. Okay.

1 Q. You were about to tell me that somebody called you
2 about the lawsuit. You said so-in-so called me; who
3 was that?

4 A. I don't remember. I think the Nationwide of the
5 Allied Insurance called and made contact with me and
6 explained the situation.

7 Q. What day did they call you in relationship to your
8 husband apparently dropping the paperwork off at the
9 Watson Insurance Agency, the lawsuit, the Watson
10 Insurance Agency?

11 A. It wasn't ---

12 Q. Was it the next day, the day after; that's what I'm
13 looking for?

14 A. It wasn't long afterwards. I don't recall what
15 exact day but it wasn't long afterwards.

16 Q. Do you think it was more or less than three days
17 after your husband physically delivered the lawsuit
18 to Watson Insurance Agency?

19 A. It was probably about three days, I guess.

20 Q. Tell me about that -- first off, did you have any
21 conversations with anyone at Watson Insurance Agency
22 prior to receiving this phone call from Allied
23 Insurance or Nationwide?

24 A. No, just you know, turning in my green form that you
25 had had a accident, you know; other than that

1 nothing.

2 Q But the green form I assume the FR10 form is what we
3 call it, that occurred within days of the accident
4 back in July of '09 ---

5 A. Yes.

6 Q. --- correct?

7 A. Yes.

8 Q. What I need to know is from September 15th, 2011
9 when you received the lawsuit did anybody from
10 Watson Insurance Agency ever call you, let's say in
11 the next 35 days?

12 A. I don't remember if I talked to someone from the
13 Nationwide or the Davis first, of Davis' office
14 calling saying they was rep ---

15 **BY MR. DAVIS:**

16 Don't say anything that I discussed with you; that
17 would be privileged.

18 **DIRECT EXAMINATION RESUMED BY MR. HARMS:**

19 Q. Yeah, yeah, you don't need to get into that. But
20 anybody from Watson Insurance Agency, did they ever
21 call you in the 30 days after you got served with
22 the Summons and Complaint?

23 A. No.

24 Q. Somebody from Nationwide Insurance Company, though,
25 called you roughly you said about three days after

1 your husband dropped off the paperwork the following
2 week; is that correct?

3 A. Yes. I don't remember if I talked to them first or
4 Davis first. I don't know -- I don't remember which
5 I talked to beforehand, but I know I had been
6 talking to Nationwide also.

7 Q. What did the agent from Nationwide Insurance Company
8 tell you?

9 A. That this had went into default and that the --
10 about the lawsuit from Shults against us, or against
11 me.

12 Q. So by the time Nationwide called you on the phone
13 for the first time they were already notifying you
14 that you had already gone into default on the
15 lawsuit; is that correct?

16 A. Yes, I think so.

17 Q. Are you confident that your husband dropped the
18 paperwork off at the Watson Insurance Agency before
19 you went into default?

20 A. Yes.

21 Q. Has your husband ever told you that maybe he lied to
22 you, he forgot to do it, he forgot to drop it off at
23 the insurance agency; anything like that?

24 A. No.

25 Q. Do you have any reason to believe that the Watson

1 Insurance Agency did not get a copy of the lawsuit
2 that had been served against you within, let's say,
3 a week of you actually being served?

4 A. No.

5 Q. "No" meaning?

6 A. No, I don't -- I don't think, you know.

7 Q. You have no reason to believe they didn't get it?

8 A. Right.

9 Q. Is that correct?

10 A. Yes.

11 Q. As we sit here today do you believe with full
12 confidence that Watson Insurance Agency received a
13 copy of the lawsuit that had been served against you
14 within seven days of you being served?

15 A. Yes.

16 Q. Did you have any follow-up telephone conversations
17 with the Watson Insurance Agency, first off to find
18 out if they were going to file an Answer to the
19 Complaint or hire you an attorney?

20 A. No.

21 Q. As we sit here today have you had any conversations
22 with anybody at the Watson Insurance Agency to find
23 out why you went into default in this case that had
24 been filed and served against you?

25 A. Not with them but I did with Nationwide.

1 Q. What did Nationwide tell you?

2 A. That it wouldn't -- as far as I know it was not
3 filed from Watson in time to Nationwide.

4 Q. So Nationwide says that the Watson Insurance Agency
5 failed to forward the paperwork on to Nationwide or
6 Allied; is that correct?

7 A. Yes.

8 Q. As we sit here today do you believe that Watson
9 Insurance Agency did something wrong or negligent
10 that ultimately resulted in you going into default
11 in this case?

12 A. I don't know.

13 Q. You don't know just because you haven't talked to
14 anybody at Watson Insurance Agency?

15 A. No, I've not asked no one personally at Watson to
16 ask.

17 Q. Other than what the person at Nationwide told you;
18 is that correct?

19 A. Yes.

20 Q. You don't know if that person at Nationwide is
21 telling you the truth or not telling you the truth;
22 is that what I'm getting at?

23 A. Right.

24 Q. Okay, that's what I'm sensing. Why haven't you
25 talked to anybody at Watson Insurance Agency to find

1 out why this mistake or negligence ended up
2 resulting in you going into default?

3 A. I just hadn't.

4 Q. You're not with the Watson Insurance Agency anymore
5 though; right?

6 A. No.

7 Q. Is their mistake or apparent mistake one of the
8 reasons why you left them as an insurance agency?

9 A. I found better coverage is why I left and cheaper
10 price than what I was getting with them.

11 Q. In the 30 days after you were served with the
12 lawsuit did you ever directly call anyone at either
13 Nationwide or Allied Insurance Company?

14 A. Not that I recall.

15 Q. What I need to know is in the 30 days after you were
16 served did you ever tell anybody other than the
17 Watson Insurance Agency that you had been served
18 with the lawsuit, meaning did you fax the paperwork
19 to any other lawyer, insurance company, insurance
20 agency?

21 A. No.

22 Q. So it was just the Watson Insurance Agency, your
23 insurance agent, at the time that covered you for
24 the accident that you notified; right?

25 A. Yes.

1 Q. Do you know the name of the person that your husband
2 dropped the lawsuit off at at the Watson Insurance
3 Agency?

4 A. No.

5 Q. Do you think your husband knows?

6 A. Probably not being that long.

7 Q. Did you or your husband get any kind of receipt from
8 the Watson Insurance Agency showing that he had
9 delivered it to the Watson Insurance Agency before
10 you went into default?

11 A. No.

12 Q. Back in 2009 roughly how much money were you making
13 a year? Ballpark it for me.

14 A. Probably at minimum wage, 40 hours a week, maybe not
15 even \$24,000 a year.

16 Q. Did you file taxes for the year 2009?

17 A. Yes.

18 Q. Did you file taxes for the year 2008?

19 A. Yes.

20 Q. Do you have any other insurance -- well back in July
21 of 2009, the day of the collision, I've got your
22 insurance policy, it looks like it's Allied
23 Insurance through Nationwide Insurance Company;
24 okay? Did you have any other insurance covering you
25 for the July, 2009 collision?

- 1 A. No.
- 2 Q. Do you have an umbrella policy that covered you?
- 3 A. No.
- 4 Q. Any secondary automobile accident insurance coverage
- 5 that you happened to purchase?
- 6 A. No.
- 7 Q. Do you own a home or rent a home?
- 8 A. We own.
- 9 Q. How much do you think the equity in your home is?
- 10 A. Not even \$5,000.
- 11 Q. So what do you think the value of the house is if
- 12 you had to resale it?
- 13 A. That's what I thought you was asking.
- 14 Q. No, no, you answered it correctly. What do you
- 15 think the value of your house is?
- 16 A. It wouldn't even be \$5,000. I mean it's old.
- 17 Q. If you had to sell your home how much do you think
- 18 you could get for it?
- 19 A. Maybe \$1,000, if that much.
- 20 Q. Well what I'm saying is if you had to list it what
- 21 would be the listing price?
- 22 A. I don't know. It's a '72 Buddy mobile home. I
- 23 don't -- I don't know.
- 24 Q. So it's a 1972 mobile home?
- 25 A. Yes.

1 Q. What's the bank loan on it?

2 A. We don't have a bank loan.

3 Q. So it's free and clear?

4 A. Yes.

5 Q. How long have you been married to Frank? I think
6 you already mentioned this.

7 A. 18 years.

8 Q. Have you ever been arrested, charged or convicted of
9 any crime?

10 A. No.

11 Q. What's your Social Security number?

12 A. XXX-X [REDACTED]

13 Q. Do you know what your driver's license number is?

14 A. I've got my driver's license with me.

15 Q. Would you just show it to me real quick here?

16 A. Yes.

17 Q. I think we're pretty much done.

18 A. (Witness complies).

19 Q. All right, I have the license of Angela Griffin
20 Miller at [REDACTED] with a driver's license
21 number [REDACTED], expires [REDACTED], no
22 restrictions. All right, let me just take a very
23 quick break and let me talk with my client here real
24 quick.

25 A. Okay.

1 (Off the record at approximately 12:54 p.m.; back on the
2 record at approximately 12:55 p.m.)

3 DIRECT EXAMINATION RESUMED BY MR. HARMS:

4 Q. We're back on the record after a short recess. I
5 have no further questions.

6 CROSS-EXAMINATION BY MR. DAVIS:

7 Q. Just a few quick ones, Ms. Miller. I want to make
8 sure I understand about this July 22nd, 2009
9 accident. You said I believe you were traveling
10 west on 292; correct?

11 A. Yes.

12 Q. And you approached the intersection of Miller Farm
13 Road that intersects with 292; is that right?

14 A. Yes.

15 Q. Your intention was not to turn onto Miller Farm
16 Road; was it?

17 A. No.

18 Q. You were going to go straight on 292?

19 A. Yes.

20 Q. As you approached that intersection with Miller Farm
21 Road did you have a stop sign or a stop light or
22 anything?

23 A. No.

24 Q. Do vehicles on Miller Farm Road that want to get on
25 to 292 do they have a traffic control signal like a

1 stop sign or something?

2 A. A stop sign.

3 Q. As you approached the Miller Farm Road were you
4 paying attention?

5 A. Yes.

6 Q. Were you looking ahead?

7 A. Yes.

8 Q. And were you keeping a proper lookout?

9 A. Yes.

10 Q. Now you described to Attorney Harms that you were
11 hit by a vehicle that was on Miller Farm Road that
12 you didn't see until the accident occurred; is that
13 right?

14 A. Yes.

15 Q. That vehicle that was on Miller Farm Road was driven
16 by Mr. Phillip Seay; correct?

17 A. Yes.

18 Q. And as a result of being hit by Mr. Seay's vehicle
19 were you pushed across the center line?

20 A. Yes, into Shults.

21 Q. Would you have crossed the center line and made any
22 contact with Mr. Shults' vehicle if it wasn't for
23 the actions of Mr. Seay?

24 A. No.

25 Q. Thank you, ma'am, that's all I have.

1 A. Okay.

2 **RE-DIRECT EXAMINATION BY MR. HARMS:**

3 Q. After your husband dropped off the Summons and
4 Complaint with the Watson Insurance Agency were you
5 relying on the Watson Insurance Agency to either
6 hire you an attorney/Nationwide/Allied, hire you an
7 attorney or to at least handle the Answer to the
8 Complaint?

9 A. Yes, that's what we pay them for.

10 Q. And that's why you didn't end up filing an Answer to
11 the Complaint until after the default, because you
12 were relying on the Watson Insurance Agency?

13 A. Yes, yes.

14 Q. That's all the questions I have.

15 **(There being no further questions, this deposition was**
16 **concluded at approximately 12:58 p.m.)**

17

18

19

20

21

22

23

24

25

1
2 **CERTIFICATE**

3 This is to certify that the foregoing deposition of
4 **ANGELA MILLER** was taken by the within court reporter, a
5 notary public for the state of South Carolina, duly
6 commissioned and qualified as such, on October 29, 2012
7 at The Ward Law Firm, 233 South Pine Street,
8 Spartanburg, South Carolina.

9 That said court reporter is not a relative or
10 employee of any of the parties or the attorneys, and
11 further, is not of counsel or attorney for any of the
12 parties to said action, and, is not in any manner
13 interested in the cause, financial or otherwise.

14 That the deponent was duly placed under oath and
15 admonished to speak the whole truth; that the oral
16 deposition was duly taken and transcribed as to the
17 questions propounded and the answers given; that the
18 foregoing 83 pages is a true, accurate, and correct
19 record of the testimony given by the deponent; together
20 with such changes as said deponent may have made, if
21 any, during the reading over and signing procedure.

22 That the court reporter has retained the original
23 deposition in its possession for the purpose of sealing
24 and filing same with the proper official.

25 That all offered exhibits, stipulations and
objections, if any, involved in this cause are duly

1 attached or included herein.

2 In witness whereof, I have set my hand and official
3 seal.

4
5 Date: 11/02/2012

6
7
8 

9 Bebe O. Norris, Court Reporter

10 Notary Public for South Carolina

11 My Commission Expires 04/22/2018

A				
able 43:5 49:4 aboveentitled 1:21 accelerator 35:19 36:7 accident 5:7,18 6:2 12:18 38:18 43:9 43:10 47:22 48:5 48:21 49:1,5 56:14 66:8 68:20 68:22 73:12 74:18 76:21 77:23 accordion 34:2 accurate 79:16 action 79:9 actions 78:8 actual 10:20 33:13 62:20 additional 54:6,13 address 8:25 51:15 64:9,9,10 adidas 9:20 10:8 adjuster 13:22 admonished 79:13 affiliated 51:14 63:10 affirmative 11:16 17:14 28:16 45:17 51:3 67:11 age 25:1 agencies 63:1,9 agency 60:8,11,18 60:22,23 61:15,23 61:25 62:4,15,16 62:19 63:3,24 65:5,24 66:5,5,18 66:19 67:2,4,16 68:4,5,13,16 69:4 69:13 70:10,15,18 71:4,9,14,21 72:1 72:5,15,19,23 73:7,9,11,17,22 73:23 78:14,15,21 agent 62:5 63:16,23	69:25 73:12 agents 62:24,25 ago 6:22 agree 12:22 23:19 41:19 67:4 agreed 4:8 agreement 1:20 4:1 ahead 31:13 77:17 aid 56:21 airbags 47:11,13 47:15 al 4:5 alcoholic 28:8 alleging 15:12 allied 61:1,3,7 67:24 68:17 71:22 73:3 74:11 78:16 allow 7:2,20 allowed 7:23 allstate 62:24 amount 52:23 53:2 55:10 angela 1:11,17 4:15 8:13,15,20 76:8 79:3 answer 7:3,21 71:10 78:17,19 answered 38:19 75:3 answers 7:23 79:15 anybody 13:17,19 18:13 21:8 44:10 45:10 48:1 49:18 58:24 69:3,12 71:14 72:4,15 73:6 anymore 34:4,7 72:19 apart 40:4 apparent 72:22 apparently 67:3 68:3 appearances 2:1 appeared 66:19	approached 76:24 77:7,14 approaching 13:4 50:8 approximately 1:22 32:4 76:14 76:15 78:25 area 34:1,22 35:9 35:10,11,25 41:9 41:17 63:3 arrested 75:22 ashley 17:10,11 18:2 19:1 54:2,15 ashleys 18:1 asked 43:12 48:8,8 72:6 asking 29:7 36:5 38:19 75:2 associates 11:11 12:6 assume 22:25 31:18 44:18 46:4 46:8,20 49:4 60:5 68:21 attached 79:23 attended 1:22 attention 43:19 77:15 attorney 2:7,13 4:17 6:16 7:12 71:11 77:21 78:16,16 79:9 attorneys 79:8 austin 17:20,22,25 18:4 automobile 4:18 5:1 50:22 57:4 61:22 62:1 74:18 avoid 19:17 30:14 56:7,14,18 aware 66:22 67:18	35:15 43:18 45:23 53:7,22 54:18,20,21,24 55:4 57:14,18,25 67:2 68:22 74:1,9 76:14,17 bad 5:22 38:19 52:5 ballpark 33:18 52:22 74:2 bam 20:16 bank 75:15,16 basic 5:9 7:18 8:7 basically 33:24 39:18 43:12 54:17,24 bebe 2:21 80:5 behalf 66:4 beings 11:22 believe 45:25 70:17 70:24 71:3,25 76:22 best 64:9 better 72:24 beverages 28:8 big 13:25 26:21 42:12 bill 63:22 bills 52:23 birth 8:21 bit 11:9 12:12,25 13:8 21:11 42:20 black 51:14 blew 46:4 blinker 44:18,19 block 35:5,6 blow 45:10 46:8 blurry 27:1 body 34:6 53:25 boiling 27:16,18 51:16 60:13 61:17 64:20 67:8 67:16 born 17:9 bothered 52:9	bothering 57:18 bottom 9:14 box 10:4 boxes 9:22 brake 36:12 brakes 14:9 35:22 35:24 36:3 break 13:8 76:11 brick 57:24 briefly 57:11 briggs 9:16 bringing 5:4 brought 4:19 buddy 75:11 build 9:15 building 65:7,8 bump 37:20,23,25 47:25 bumped 33:7 36:24 37:9 40:11,23 bumper 33:23 34:1 37:13,14 39:15 40:6,12 bumpers 34:6 bumpertobumper 37:13 bumping 38:14 bushes 24:19 busy 34:17,18 buying 62:1 63:2,6 63:17
C		B		
		back 15:21,22 16:23 26:2 27:1		c 1:3 call 17:6,20 39:23 60:19 68:2,17,21 69:4,13 73:2 called 31:23 62:20 63:18 67:22,23,25 69:17 70:4 calling 69:6 cant 46:4 55:13 car 12:18 14:1 15:8 15:11 16:4 30:16 30:16 33:8 42:3

50:9 57:14,22 58:5 cardboard 9:13 care 59:5 carolina 1:1 2:6,12 4:4,6 60:13 61:17 79:4,6 80:6 carpel 50:18,23 carrying 57:13 cars 15:7 34:17 39:18 case 1:21 4:19 71:15 72:2 catch 47:9 caught 47:10 cause 18:22,24 19:17 31:9 33:7 37:9 44:21 79:10 79:23 caused 15:11 24:8 24:13 causing 25:19 cautious 35:25 36:1 cell 10:22,24 15:14 15:16,18,20,24 16:2,4 center 28:22,25 29:4,12,15 39:23 78:4,6 certificate 3:11 79:1 certify 79:2 chance 30:14 33:3 36:13 change 15:5 changed 32:7 changes 79:17 charged 8:4 75:22 cheaper 72:24 check 26:14 checked 14:20 15:4 26:6,9 checks 15:7 child 17:16 18:7 childhood 11:12	children 10:7,13 17:2,8 48:8 52:12 52:16 54:2 chiropractors 55:6 chrysler 13:2,25 57:22 church 13:3 21:24 22:2,6,13,22 circle 9:1 21:16,18 76:9 circuit 4:4 cirrus 13:2,25 citation 50:1,4 citations 49:16,18 city 52:2 claiming 47:24 clarify 7:9,10 38:20 43:13 clear 24:1 63:2 75:17 client 76:12 clinic 51:13 clock 55:25 clockwise 40:22 close 22:8 25:14 37:10 41:17 clothing 9:22 code 4:3 college 12:9 colliding 36:9 collision 4:18 5:1 5:16 12:13,15,16 12:18,20,23 13:12 13:15,20 14:17,21 15:6,12,14,24 16:1,5,7,9,12,16 17:1 18:14,17 19:1,5,7,11,15,19 19:21 20:3,4,8,9 20:13 21:6,9,11 21:12,13,17,20,22 22:7,15,16,21,25 23:2,20,23 24:2,5 24:9,13 25:4,6,7 25:17,23 26:7,11	28:4,7,10,17,21 30:14 31:18,22 32:13,19,20 33:1 33:9 35:3,8,12,24 36:7,12 37:25 38:3,7,16 42:15 42:21,24 43:18,21 44:8,10,11,15,19 45:6,10,12 46:18 46:22 47:7,18 48:1,7,18,21 49:15,16,19 50:4 50:7,17,22 51:7,7 52:11,14,17,20 53:13,16,21,25 54:3,7,11 55:14 55:19,21,23 56:1 56:4,4,8,15,18,24 57:1,3,9,21 58:1,7 60:24 61:12 62:9 74:10,14 collisions 57:4,21 columns 57:24 come 10:5 31:19 37:10 41:21,24 comes 63:22 coming 21:13 34:17 45:16 commencing 1:22 commission 80:7 commissioned 79:4 common 1:1 11:20 community 12:9 companies 9:15 company 4:25 13:22 55:11 58:20 59:4 60:3,8 61:3,5,8,9 62:14 63:14 69:17,25 73:3,9 74:12 companys 59:19 compensation 33:14 complaining 54:22 complaint 60:17	62:18 69:15 71:10 78:13,17,20 complaints 53:20 55:3 complete 7:3 36:4 completed 11:15 12:2,6 completely 41:13 41:14 46:7 complies 76:7 computer 10:3 concept 9:7 concerned 47:17 concerning 4:13 concluded 6:22 78:25 confidence 71:3 confident 70:9 consent 4:5 contact 20:23 28:5 29:18 30:23 31:5 31:8 37:18,21,22 38:1 67:25 78:7 contributed 24:8 24:13 contributor 38:17 control 77:11 convenient 22:19 conversation 19:23 conversations 19:14,24 20:2 48:6,15,17,20,24 49:1,5,8,9 68:16 71:8,13 convicted 8:3 75:22 cook 10:13 copy 59:3 60:16 70:18 71:4 corner 64:16 cornerstone 63:18 63:19,24 65:5 66:5,18 correct 6:22 12:2 15:2 27:7 31:15 32:1,19 37:19	41:2,22 45:1,4 46:2,9,15 53:4 54:4,11 58:2 60:14 61:3,10,12 61:15 63:4 68:25 69:20 70:7 71:1 71:23 72:8 76:22 78:1 79:16 correctly 30:22 75:3 cost 33:11 couldnt 29:25 counsel 1:23 4:8 79:9 counterclockwise 40:22 county 1:3 couple 7:1 13:10 court 1:1 4:4 6:5,15 11:22 56:3 79:3,7 79:19 80:5 coverage 72:24 74:18 covered 60:24 73:12 74:16 covering 74:13 cpr 56:21 cr 2:21 cracks 14:14 crime 8:4 75:23 criscrosses 67:13 cross 28:25 29:11 29:14 crossed 78:6 crossexamination 3:7 76:19 crossing 39:21 current 8:25 curvy 24:3 cut 22:1
---	---	---	---	--

D

d 2:3
damage 5:17 13:11
 33:19,22 38:8,9

38:15 39:2,5 42:14 damaged 34:9 38:6 38:22 39:1 57:25 date 8:21 12:22 43:10 49:1 59:10 80:1 davis 2:9 3:7 4:24 6:4,8,12 60:19 66:17 69:6,6,8,21 76:19 day 1:21 13:1 19:19 19:25 20:4 22:25 23:2 25:6 28:13 52:14,15,17,19 54:3,10 58:22 59:7,8,8,12,17,18 59:21 62:17 68:2 68:7,7,9 74:10 daycare 10:9 days 14:24,25 51:8 55:17 65:23 66:6 68:11,14,22 69:4 69:14,18 71:6 73:1,5 default 66:14,15,21 70:2,6,11 71:15 72:2,17 73:24 78:20 defect 15:11,11 defects 14:4 24:8 defendant 1:13 2:13 5:5 defendants 2:17 degree 11:11 12:6 delivered 68:12 73:22 deploy 47:11,15 deponent 4:8,12 79:12,17,17 deposition 1:17,20 1:21 2:20 4:2,9 4:20,21,23 5:1,24 5:25 6:9,20,21,24 7:19 8:4 78:24	79:2,13,20 depositions 2:22 4:1 deputy 49:10,12 describe 24:2,5 40:18 described 77:21 details 44:3 developed 50:22 device 26:21 devices 18:19 diagnosed 50:18,18 dials 16:10,13 dickerson 51:12 dickie 1:5 2:16 4:18 6:21 29:1,2,12,15 29:18 36:20,23,25 37:2,7,11,17 41:11,20 42:5,8 42:14 44:24 46:17,21 47:3 48:6,15,17 50:3 50:14 56:17 57:1 58:6,11,14 didnt 13:5 15:22 18:22,23 19:4,6 25:18 29:5 30:1 30:20 31:1,3 33:2 33:3,4 35:17,24 36:13,13 38:2 40:16,24 44:3,3 45:20 52:5 55:5 59:5 66:7,10 70:24 77:22 78:19 different 9:15 10:6 differently 56:13 direct 3:5 4:16 6:14 7:16 69:11 76:16 direction 23:7,12 23:21 directly 73:2 disagree 19:4 31:1 48:3 disagreeing 66:11	discussed 69:9 discussions 19:20 dispensed 4:9 distance 30:15,21 35:3,4 distancewise 30:10 distract 19:9 distracting 18:21 ditch 41:9,10 doctor 5:18 25:21 25:24,25 27:14 51:6,9,11,12 55:8 57:13 doctors 52:10 55:5 dog 65:3 doing 6:18 9:17 11:21,25 18:16 19:9 22:13 46:6 dont 4:25 11:8 13:18,21,24 14:18 14:18,22 16:8 19:16 20:6,24 21:10 26:24 27:10,13 28:1,13 31:10 32:7,15,16 33:3,13,13,16,21 36:8,8,16 40:3,8 42:3,4 43:4,17 44:9 46:9,10,11 46:12,13,20,24,25 48:3,4 49:24 50:2 50:5 51:23,25 52:21,25,25,25 53:1,1,7 55:8,9,12 58:5 59:10 60:7 64:11 67:24 68:9 69:5,9,12,21,22 69:22 70:23,23 72:3,4,10 75:11 75:11,12,16 door 39:7,11 dr 51:10,20,22 52:24 drink 43:11 drivable 33:10 34:4	drive 2:5 9:9 62:24 driven 77:25 driver 39:7,15 drivers 26:6,10 34:12 39:7 42:16 76:2,3,9 driving 12:25 13:11 29:11 35:7 58:7 drop 59:3,20 70:14 dropped 60:2,5,16 66:2 67:3 69:19 70:9 73:16 78:13 dropping 68:3 drops 34:23,24 35:2 drunk 28:8 duly 4:12,15 79:4 79:12,14,23	et 4:5 exact 68:9 exactly 66:9 examination 3:5,9 4:16 6:14 69:11 76:16 78:12 exhibits 79:22 experience 56:20 expires 76:10 80:7 explain 7:23 23:10 explained 66:17 67:25 express 65:3 extremely 11:19 eye 25:21,24,25 eyes 25:11 26:14 27:15
F				
face 43:7 facing 40:17,19 failed 71:21 fair 37:17 38:22 falcon 51:10,20 52:24 falcons 51:22 family 13:2 42:6 51:9,11,12,14 55:8 far 11:9 21:17,18 22:6 25:14,15 27:11,11,13,13 30:3,5,6,10,18 35:1 37:11 38:1 39:16,19 40:6,9 49:4 50:7 61:25 71:19 farm 31:23,25 32:9 50:9 62:25 76:24 77:2,7,10,14,22 77:25 fast 30:1 33:2,5 34:13,15 35:25 36:14 46:20,21 50:13,15				

fault 5:6 19:16 20:6 48:18,22 49:6	form 68:19,21,21 forward 36:2 40:19 59:2 71:22	25:3,7,13,16,21 27:2,6	hadnt 14:18 26:1,8 26:8 72:18	hire 71:11 78:15,16
fax 73:8	found 72:24	glue 9:14	hand 51:17 79:25	hit 13:7 20:17 29:1 29:14,18 31:9
feel 7:7,9 47:1,3	four 55:17	go 7:1 8:11,12 11:10 13:22 14:5	handheld 18:18	32:21 36:23 37:2
feet 30:17 40:7,9	fourdoor 14:1 58:2	22:3 27:14 28:3	handle 78:17	37:7 39:14 40:24
fender 31:16,16 33:22 39:11,12 40:23 42:16 50:10,11 57:25	fr10 68:21	29:3 35:25 40:7 41:14,14 42:2,12 44:3 52:14 56:3,5 64:21 77:5	hands 16:14,15	45:15,18 46:8 50:14 77:21 78:3
figure 52:22	frank 2:17 10:24 17:6,7,18,19,22 17:25 18:4,5,13 18:16 19:1,7,9,11 19:13,14,20,24 20:3,7,18 54:10 54:22 75:19	goes 15:9 46:7	happened 12:16 18:22,24 32:20 33:2 40:18 43:2 43:25 44:2,4 47:21 50:7,7 57:11 59:2 74:19	hitting 6:2 38:11
figures 33:13	franklin 17:4,6	goggle 26:21	happening 20:14	hold 39:12
file 5:15 71:10 74:5 74:7	franks 18:3	goggles 26:19	hard 36:12	holes 24:11
filed 5:13 58:11 71:15,19	free 7:7,9 75:17	going 4:19 5:18,19 6:20 7:1,2 13:2,3 13:8 21:24 22:2 22:14 23:7 33:5 34:13,16 35:13,15 36:15 39:19 40:19 41:18 46:21 53:7 57:23 58:21 59:2 60:1 66:21 67:2 71:10 72:2,16 77:5	hardees 67:9,10	holler 20:11
filing 78:19 79:21	friday 59:18,21	good 14:2 35:4 40:8	harms 2:3,4 3:5,9 4:16,17 6:14 63:13 69:11 76:16 77:21 78:12	hollered 20:13
financial 79:10	front 6:5,15 10:3 31:12,14 33:22,24 34:1 37:13 39:11 39:12,15 40:12 42:16,16 50:9,9 50:11	gosh 47:25	have 45:14 72:4 72:14	home 8:25 10:6,16 10:20 15:9 21:14 21:15 22:14,15 57:23 74:21,21,23 75:6,11,13
find 71:9,14 72:15	full 8:10 17:24 51:22 71:3	grade 12:2	haygood 64:2,7,7 65:5,24 66:5,18 67:20	honestly 45:25
fine 26:1 38:3 48:8 48:10,13 52:12	furnace 51:16	graduate 12:10	head 11:20	hood 34:9
finish 13:19	further 76:18 78:24 79:8	graham 51:12	headaches 25:18 25:19	horn 45:10
firm 2:4,10 4:5 79:5	G	grass 40:13,25 41:1 41:4,9,11,18 50:11	heading 21:22	hot 13:4 31:24 32:6 41:6 43:11,16,18 44:11 50:12 65:3
first 6:19 25:16 30:3,11,17 31:4 37:11 51:6,23 56:21 58:13 68:15 69:6,21,22 70:5 71:9	g 1:11	gravel 24:12	hearings 56:3	hour 34:20 35:2,7 35:13 50:15
five 21:19 35:12 55:11 57:8,10	game 18:25	green 13:2 68:19 68:21	heavyduty 58:10	hours 28:7,10 74:3
fixed 33:12	games 18:18	greenville 2:6	help 25:14	house 63:16 74:25 75:4
flat 24:6,7 41:10	gas 22:19 34:20	griffin 8:13,15,15 8:20 76:8	helped 7:18	huhuh 11:5
flu 57:13	gears 33:21	grill 34:1	helps 25:13	human 11:22
follow 55:5	ged 11:11 12:4	gripping 50:21	hes 6:9 7:23 17:20 17:23 18:6 51:14 51:23,23,25 52:1 52:4	hundred 30:16,17
following 59:16,17 59:22 69:19	general 6:24 51:15	ground 7:1	hey 43:19	hurry 22:9
follows 1:23 4:15	getting 25:16 27:6 35:16 37:2,7 49:25 55:22 65:12 72:12,25	grunt 11:20	highway 23:5,6 28:21 49:12,13,14 50:6 61:20 64:13 64:14,16 66:20 67:6,7,8,9,13	hurt 5:22 47:17,22 48:1,4 50:17 57:17
followup 71:8	give 40:4	guess 31:9 68:14	hilly 24:6	hurting 51:9
foot 35:18,21,23 36:2,6	given 79:15,16	H		husband 2:17 10:24 15:3,7 17:2 17:3 19:14,20,23 20:2,18,21 52:13 52:16 53:12,18 55:18 57:12 58:16,24 59:4,5 60:2,5,16 66:3,3,4 67:2 68:2,12
foothills 51:14	glasses 24:23,25			
ford 58:2,4				
foregoing 79:2,15				
forgot 70:14,14				

69:18 70:9,13 73:15,19,21 78:13 hydrocortisone 52:8	insurance 4:24 13:22,22 55:11 58:19 59:4,19 60:3,8,11,17,22 60:22,23 61:3,5,8 61:8,9,9,14,15,22 61:22,25 62:1,4,5 62:5,14,15,19 63:9,13,17 65:12 67:4,16,25 68:4,4 68:13,16,17 69:3 69:13,17,25 70:10 70:15,18 71:4,9 71:14,21,25 72:5 72:15,19,23 73:3 73:7,9,9,11,11,16 73:22,23 74:9,10 74:11,12,13,18 78:14,15,21	55:22,25 jr 17:19,23 july 5:2,16 12:16 12:20,22 15:21,22 16:23 26:3 27:1 57:3,8,21 60:24 61:12,21 68:23 74:9,13 76:21	58:5 61:19 62:21 63:10,12,13,23,25 64:11,11 66:11 67:14 68:19,20 69:2,22,23 70:23 71:19 72:3,4,10 73:5,15 75:11,12 76:2 knows 73:19	lenses 28:5,5 level 27:9 liability 61:22 62:1 license 26:6,10 76:2 76:3,8,9 lie 8:3 lied 70:13 light 23:23 24:16 45:3 57:14 64:19 64:21 77:8 lights 44:18,19 limit 34:20 35:2 line 13:6 26:22 28:22,25 29:4,12 29:15 36:19 39:16,19,21 45:13 78:4,6 lines 40:3 list 75:9 listed 15:1 listing 75:10 literally 32:16 36:17 66:24 litigation 53:3 little 9:18 11:9 12:12,25 13:4,8 18:18 21:11 26:19 35:4,25 42:12,20 64:15,15 64:16,21 65:7,15 67:14,14 lived 9:2 loan 75:15,16 local 63:23 locally 63:3 located 9:8 location 22:22 23:19 51:15 64:11,12 lock 47:9 locked 33:21 long 8:17 9:2,17,24 10:10,14 14:18,21 14:22,22,23 24:25 55:16 61:21 62:7
I idea 6:24 36:17 66:24 identify 43:5 iii 2:3 ill 12:11 im 4:19,24 5:19 6:20 7:1,2 11:21 11:25 12:15 13:8 17:14 27:5 29:7 30:15 36:14 38:19 39:22 40:8 45:8 47:4 50:18 54:15 58:21 60:1 62:20 63:14,20 66:11,22 67:18 68:7 72:11,14 75:9 imaging 52:6 impact 33:24 35:18 35:23 36:15 37:15 38:23,23 39:6 46:1,15 47:1 47:3 impacted 34:1 39:1 inches 40:4 included 79:23 including 24:16 44:19 incorrect 45:8 index 3:1 indicating 65:4 information 5:9 8:7 53:8,8 58:19 injured 53:25 injuries 51:7 52:10 inman 9:1,9 inside 27:22 instant 13:6 20:10 20:24 21:2	intention 44:22 77:2 intentionally 29:5 29:7 interested 79:10 internet 63:7 interrupted 67:19 intersection 34:17 34:19 50:8 76:24 77:7 intersects 76:25 investigate 49:11 involved 12:13 42:21 57:4,20 79:23 isaac 18:8 issue 28:15 ive 9:18 13:19 26:24 53:8 72:6 74:10 76:3	K keep 37:23 keeping 77:19 kept 51:9 kids 18:13,16 kind 5:15 24:11 26:2 30:21 33:19 42:14 46:7 47:21 48:5 50:3 53:20 58:4,6 63:10 73:21 kindly 41:10 know 5:7,24 10:2 11:8,23 13:17,18 13:19,21,23 14:19 15:4,9 16:7 18:22 18:23,24 19:22 20:12,16,24 21:8 21:10 23:2 25:18 26:18,25 27:10,13 27:24 28:14 29:3 29:8 30:2 31:10 32:7,8,15,16,20 32:21,22 33:3,5 33:20 35:4,10 36:4,16 38:2 39:4 39:18,20 40:3,6,8 40:9 42:6,24 43:4 43:13,16,17,19,20 43:25 44:7,9 45:15,18,19 46:9 46:10,11,12,13,20 46:20,24,25 47:23 49:18,24 50:3 52:25,25 54:17 56:5,11,24 57:1	L lack 27:2 ladys 57:24 lake 27:21 laminator 9:11,12 9:13 landline 10:20 lane 23:12,20 29:12 29:15 32:12,13,14 36:20 39:17,24,24 40:7 41:15,21 42:2 44:24 lanes 23:6 40:1,1 late 22:11 law 2:4,10 4:5 79:5 laws 4:3 lawsuit 5:4,13,15 58:11,14,25 59:3 59:3 62:8,10 65:25 66:6,12,16 66:21,25 67:23 68:4,12 69:3 70:3 70:6,18 71:5 73:1 73:8,16 lawyer 73:9 learned 53:3 leave 36:9 left 22:15 39:11,12 41:4 44:19,22 45:3 50:10,19 51:1,2 53:24 64:21 72:23,24 legal 8:10 18:1,3 length 39:18 lengths 30:16,16	
J jacob 18:8,9 19:1 54:25 jarred 54:19 55:4 job 10:1,5,12,14				

68:9,10 73:20 75:19 longer 62:11 look 7:20 20:16,18 20:22 26:22 looked 53:8 59:12 looking 18:24 30:15 31:11,13 53:7 68:8 77:17 lookout 77:19 looks 23:11 32:3 49:14 52:7 58:12 60:10 61:5 74:11 loss 33:15 lot 11:22 15:8	40:19 41:16,16,17 44:3 47:19,21 48:4 52:25 54:17 55:22 62:22 63:11 75:5 meaning 19:4 32:13 45:15 46:24 62:8,9,19 70:22 73:8 measurements 40:8 mechanic 14:16 15:4,7 mechanical 15:11 median 39:23 medical 52:19,23 53:12 54:6,13,15 54:25 55:6 56:20 56:22 medication 28:12 medications 28:11 28:18 mentioned 42:22 75:20 middle 17:20 61:1 miles 34:20 35:2,7 35:13 50:15 miller 1:11,17 2:17 4:15,17 8:13,15 8:16 9:1 17:4,10 17:25 18:2,4,8 19:14 21:16,18 31:23,23,25 32:9 50:9 76:8,9,20,24 77:2,7,10,14,22 77:25 79:3 minimum 74:3 minor 47:25 minutes 6:22 16:1 16:12 18:17 21:19,21 22:8 mistake 72:16,22 72:22 mobile 75:11,13 moment 20:22 33:5	34:13 35:18,23 36:15 37:15 46:1 46:15 50:14 55:23 momentum 41:13 41:19 monday 59:22,24 money 74:1 month 9:18 25:20 27:1 motion 26:17 motor 57:20 move 42:3,4 movement 29:8 moving 36:2 mri 52:7	63:23 66:11 69:2 69:12 73:5 needed 14:5 54:9 negative 11:5 negligence 72:16 negligent 46:17 66:20 72:1 negligently 29:7 never 26:8 44:22 45:3,8,9 66:2 new 22:1 65:15 night 22:3,4 nintendo 18:19 nod 11:20 normal 19:22 norris 2:21 80:5 notary 3:11 4:3 79:3 80:6 notice 1:20 4:1 66:12 noticed 30:4,11 37:12 notified 58:13 73:13 notify 65:23 66:4 notifying 70:5 november 8:22 number 10:16,22 10:24 11:6 27:25 75:25 76:2,9 numbers 11:1	21:13,17,20,23 22:21 23:2,20 24:2,5 26:11,23 28:4,7,10,17,22 32:19 33:1 35:3 35:12 44:20 45:12 48:18,21 49:6 60:24 68:22 77:23 occurring 24:14 56:8 oclock 23:3 october 1:22 79:5 offered 43:11 79:22 office 69:6 officer 49:10,12,12 49:14,21,25 50:6 officers 23:17 official 79:21,25 officially 50:2 oh 5:12 6:7,11,17 44:25 56:2 oil 15:5 okay 5:9,10,19,20 6:11,13 7:4,5,7,8 7:10,11 8:7,9 11:24,25 12:1,13 12:14,16,17,20,21 13:9,10 23:16 29:9,10 30:22 38:13,20,21 39:4 40:1 41:8 42:7 43:12 44:1 45:24 48:8,12 49:14 54:18 56:3 58:13 58:17,21,24 59:14 60:1,20,21 62:12 63:6,15,21 64:1 64:18 65:2,22 66:13 67:3,20,21 72:14 74:12 76:13 78:11 old 8:23 17:11 18:5 18:9 51:16 75:5 older 17:15
M		N		O
m 1:22 76:14,15 78:25 maam 78:10 mail 26:12 main 55:3 67:12,14 making 37:18 74:1 mall 65:6,15 mama 18:23 manner 45:15 79:10 mans 63:25 64:1 marie 18:2 market 2:5 marks 36:9 married 8:18 75:19 mary 51:14,14 mashed 42:19,20 matter 4:13 mattresses 65:17 mcphail 27:17 mean 5:6 12:15 13:5 14:19 15:8 16:18 19:22 20:16,24 24:11 29:20,25 30:1,13 30:15,20 31:9 33:2 36:18 37:6,9 37:24 38:12 40:9		name 4:17 8:10,17 8:19 17:20 18:1,3 32:6,8 51:22,23 61:3,8 63:10,16 63:25 64:1,11 73:15 names 43:3,13 namewise 43:7 nation 65:24 nationwide 61:5,8 62:13,14,14,20 63:1,2,3,13,22 65:5,24 66:5,19 67:24 68:18 69:6 69:17,24,25 70:4 71:17,18,20,21,22 72:7,10 73:2 74:12 78:16 near 13:4 31:24 34:18 35:9 63:16 64:13 66:19 67:6 67:12,15 nearby 64:12 65:14 nearly 32:3 neck 53:22 need 5:24 7:9,15 29:3,8 32:22 40:6		o 2:21 80:5 oath 79:12 objections 79:22 observed 20:4 30:4 obstructed 24:16 obstructing 24:20 32:22 occur 19:2,5,6,7 43:22 44:11 occurred 5:2,16 16:1,9,12 18:17 19:15,21 20:8,13

oldest 18:7 once 15:9 20:17 28:3,13 38:20,22 38:23 oncoming 40:7 41:14 oneline 32:10 ones 76:20 ongoing 54:9 open 39:7 59:19 ophthalmologist 25:24 opposed 63:6 optometrist 25:24 27:14,22 28:2 oral 79:13 order 14:2 17:8 26:6 45:18 56:7 original 79:19 originally 66:16 owned 14:21 15:18 15:20 owner 15:1	parties 4:5 79:8,9 parts 53:25 passed 20:21 passenger 57:15 passengers 19:8 20:10 31:20 34:10 passing 39:19,21 patrol 49:12,13,14 50:6 pauline 8:20 pay 43:19 78:18 paying 77:14 people 17:6 42:25 43:1,14 44:7 perfectly 42:8 perjury 8:4 person 26:11,13,14 58:13 61:1 72:7 72:10 73:15 personally 72:6 pet 64:13,19,23,25 phillip 56:24 78:1 phone 10:16,22,24 11:1,6 15:14,16 15:18,20,24 16:2 60:19 68:17 70:4 phones 16:4 photographs 21:5 21:8 photos 13:23 physically 68:12 pickup 58:9 pictures 13:14,17 13:20 pieces 10:3 piedmont 52:6 pine 2:11 4:6 79:6 place 21:12 22:21 24:2,5 31:11 62:20 placed 79:12 places 15:5 plaintiff 1:7 2:7,16 5:4	planning 22:13,22 playing 18:18 pleas 1:1 please 8:10 point 2:5 26:15 35:1 police 15:1 23:11 23:16 31:25 49:10,11 policies 62:5 policy 60:10 61:14 63:3 74:11,16 possession 79:20 possibly 50:21 pot 24:11 pottery 22:1 prescribed 28:5,12 28:18 prescription 25:7 25:21 27:9 28:5 28:11,12,18 present 2:16 30:18 pretty 76:6 previous 53:3 price 72:24 75:10 prior 31:7 32:12 36:7,9,12 37:2,7 37:18,20 45:10 57:3 68:17 privileged 69:10 probably 19:22 22:8 51:8 55:17 56:9 68:14 73:20 74:3 problems 26:2 53:20 54:22 procedure 79:18 proceeded 46:6 proceedings 56:3 production 10:2 proper 32:12 77:19 79:21 propounded 79:14 public 3:11 4:3 79:4 80:6	pulled 36:25 purchase 62:5 74:19 purchased 15:6 60:23 61:9,14 purchasing 61:21 62:19 purpose 79:20 pursuant 1:20 4:1 pursued 62:10 push 36:18 pushed 13:6 29:2 29:25 34:9,11,12 50:10 78:4 pushing 45:13 put 10:4 26:19 puts 9:13	reasons 72:22 recall 14:18 15:23 26:4 53:1 68:9 73:4 receipt 73:21 received 53:4 69:3 71:4 receiving 68:17 recess 76:17 record 76:14,15,17 79:16 red 57:14 64:19,20 redirect 3:9 78:12 referred 51:17 referring 12:15,19 38:1 regional 51:25,25 52:1 reidville 57:12 relationship 59:7 68:2 relative 79:7 relying 78:14,21 remember 4:25 13:24 14:22 19:24 25:20 26:5 26:12,23 27:9,25 28:1 30:18 33:13 33:13,16,21 36:8 42:3,4,8 44:14 50:2 51:23,25 53:2,7,23 55:10 55:13 57:7 58:4,6 59:10,15 60:7 67:24 69:5,21,22 renewed 26:10,24 rent 74:21 rep 69:7 repeat 7:7 report 15:1 23:11 31:19,25 49:15,23 58:1 reported 2:20 reporter 4:2 6:5,15 11:22 79:3,7,19
---	--	--	---	---

80:5	24:12 27:20,21	seatbelt 47:6	58:25 59:8,8,9,12	situation 19:18
representing 7:12	28:23 29:1 30:12	seay 6:2 13:3 29:2	59:24 62:8,17	68:1
represents 4:18	30:12 31:11,22,25	29:13,14 31:19,22	63:17 65:22,23,25	skid 36:9
required 4:3 25:3	32:9,10,10 34:18	32:12 33:5 35:24	66:6,24 69:14	sleeting 57:23
resale 75:1	39:19 41:11,22	36:7,10,23 37:3,8	70:19,20 71:5,6	slid 57:24
response 42:1	44:15 46:5 50:9	38:12,13,14,23,25	71:16 73:1,6,7	slow 34:16 35:9
rest 41:1,8,21,24	56:11 57:12	45:13 47:4 48:24	service 22:3,4 32:4	58:21 60:1,20
42:9	61:19 62:24	49:20,25 53:4,6	32:6	slowed 35:10
restaurant 65:4,16	64:11,15,17,21,23	56:5,24 58:1 78:1	set 79:25	small 14:1 58:5
65:16	64:25 65:18	78:8	settlement 53:4,6	smoke 16:21,23
restoration 21:24	67:12,14 76:24	seays 20:23 21:5,8	55:10	social 75:25
22:2,6,13,22	77:2,7,10,14,22	24:20 29:23 30:3	seven 71:5	soinso 67:23
restrictions 76:10	77:25	30:10,11,23 31:4	sheriffs 49:10,12	somebody 47:17
result 78:3	roads 67:15	31:7 32:23 33:1	shes 17:12	67:22 69:17
resulted 66:20 72:2	robert 2:9	34:13 35:16	short 76:17	someones 47:22
resulting 72:16	rolling 46:6	36:14 41:24 46:1	shot 52:8,9	son 54:10
resumed 6:14	room 39:20 53:13	55:11 78:3	show 76:4	soon 37:9
69:11 76:16	54:3,10 55:1	second 5:19 20:12	showing 73:22	sore 54:21,24 55:4
retained 79:19	rotate 34:7 40:20	secondary 74:18	shows 23:11	soreness 53:22 54:8
ricar 63:25	roughly 24:25 27:6	seconds 16:9 21:3,4	shrubs 24:19	57:18
ricardo 64:2,3,5	69:18 74:1	30:5,8,13 35:12	shults 1:5 2:16 4:18	sorry 6:13 36:14
65:5,23 66:4,15	rule 4:4	section 4:4	6:3,22 13:7 24:21	54:15
66:18 67:20	rules 7:1	security 75:25	29:1,2,12,15,18	sound 23:14 31:25
right 6:20 8:12	running 22:11	see 10:15 19:1,4,6,7	33:7 34:11 36:20	58:2 60:11,13
9:15 11:8 12:12	57:14	19:16 20:6 25:14	36:23,25 37:2,7	64:7
14:22 17:22 18:3		25:15 26:1 27:10	37:11,17 38:7,8	sounds 33:18 53:11
20:14 23:14 26:8	S	27:10 30:24 31:1	38:11,12,16,24,25	64:8
26:25 27:10 29:9	samuel 2:3 4:17	31:3,7 32:17,25	39:6,9,17 41:11	south 1:1 2:6,11,12
31:15,16,16,19,23	63:13	33:3,4,11 35:24	41:20 42:9,14	4:3,6,6 60:13
32:13,13,18,20	sat 6:5	37:2,5,17,20	44:24 46:17,21	61:17 79:4,6,6
34:5,20,22 35:4	saturday 59:18,19	38:15 42:14	47:3,4 48:6,15,17	80:6
35:15 36:8 37:22	saw 20:4,8 25:20	45:19,20,25 49:21	50:3,10,14 56:17	spartanburg 1:3
38:4 40:8,25	31:4 39:5 43:1,21	62:24,25,25 66:10	57:1 58:6,11,15	2:12 4:6 12:9
41:16 44:17	43:25 44:4,10	77:22	70:3 78:5,7	52:3 64:20 79:6
45:16 46:7,8,22	51:6	seen 20:17 25:23	side 6:16 13:4	speak 79:13
47:13,23 50:9,12	saying 20:18 37:23	32:21 52:10	28:14 31:16,20	specialist 51:18
51:4,17 55:12,13	69:7 75:9	sell 75:6	34:10,12 39:1,8	speed 34:20 35:1
58:21 60:11	says 17:7 31:25	sensing 72:14	41:11,21 42:16	41:20 46:24
62:23 63:20 64:7	49:23 58:1 63:22	sent 9:22 26:8 51:9	64:15,17,23,25	spell 8:14 17:5 64:3
64:8,16,22 65:4	71:21	52:6	65:18 67:15	spoken 43:8
67:1,2,15 70:25	scanned 10:3	september 58:12	sign 46:8 77:8,11	spot 13:4 31:24
72:13,20 73:13	school 11:10	58:22 62:18	77:13	32:6 41:6 43:16
76:8,11,25 77:23	seal 79:25	65:22 69:2	signal 45:3,9 77:11	43:18 44:12
road 13:4 22:1,1	sealing 79:20	serta 65:17	signing 4:9 79:18	50:12
23:4,12,20 24:8	seat 19:8 20:10	served 58:12,14,22	sit 43:5 71:3,13,25	springs 27:16,18

51:16 60:13 61:17 64:20 67:8 67:17 standalone 65:8 start 5:9 8:7 18:1 22:4 25:16 59:2 started 5:23 25:18 57:23 state 1:1 62:25 79:4 station 32:4,6 34:21 stations 22:19 steering 14:11 16:14 33:20 50:21 steve 27:16,16 stick 9:14 40:10,11 stipulations 79:22 stood 10:2 stop 29:23 31:9 35:16,17 36:4,22 41:25 46:5,6,8 62:4 77:8,11,13 stopped 16:19 22:16 stopping 22:23 29:25 store 34:17 37:1,10 40:13 41:5,6,17 41:18 42:11 43:1 stores 22:19 straight 24:3,4 31:13 77:5 stratton 9:16 street 2:11 4:6 32:3 64:10 65:20,21 79:6 strip 65:6,15 struck 29:13,23 30:20 31:3 33:6 34:11,14 35:16 36:22 50:8,10 57:14 stuff 53:22 54:18 sued 5:11	suffered 52:11 suicide 39:24 summons 60:17 62:17 69:14 78:13 sun 24:17 sunday 59:18,19 sunglasses 25:9 supposed 35:9 sure 4:24 8:12 15:10 23:9,16 27:4,5 31:17 43:11 44:1 47:4 47:24 52:12 54:18 62:20 63:2 63:20,23 76:20 surgery 52:4,6 sworn 4:12,15 8:1 synthroid 28:13,19 T take 4:1 13:14,17 13:23 15:8 21:5 28:13 40:4 58:19 76:11 taken 1:21 4:2,21 4:23 5:1,24,25 28:11 79:3,14 takes 21:21 talk 11:22 12:12 21:11 49:10 58:24 76:12 talked 45:14 58:16 69:5,21,22 72:4 72:14 talking 6:9 7:4 19:11 44:16 69:23 taxes 74:5,7 telephone 71:8 tell 4:12 5:25 8:1 8:10 10:3 11:9,20 12:25 19:13 27:24 31:7 32:25 33:19 43:21,24	44:2 45:14 46:4 49:25 50:6 60:16 62:22 64:12 66:10 67:22 68:15 69:25 71:18 73:6 telling 72:10,11 testified 4:15 testify 49:4 testimony 45:25 79:16 thank 78:10 thats 4:19 5:18,21 6:9 11:19,21,25 17:6 19:16 27:22 29:5 31:18 32:16 32:18 34:17,18 36:4 38:3,18 39:4 41:17 51:20 63:1 63:14,16 67:4,6,9 67:15 68:7 72:14 75:2 78:10,18,19 78:23 theres 65:3,15,15 67:14 theyre 61:19 63:18 theys 67:14 thing 26:18 54:24 65:16 things 11:24 13:10 23:17 25:14 53:1 think 16:8 21:1,3 21:19 25:22 31:23 32:11 34:3 34:4,10,22 35:6 36:14 38:6 40:10 42:10,11 45:12 46:17 48:3,4,4 49:20,23 50:5,13 52:15,21,22,22 53:10,19,19,23 55:9,9,12 56:7,12 56:17 59:17,20,22 62:16 63:18,23 65:15,17 66:14,18	67:24 68:11 70:8 70:23 73:19 74:23,25 75:3,6 75:19 76:6 thought 75:2 three 17:2 18:11,13 18:16 28:17 30:16 42:22 44:15 51:8 52:16 54:2 55:17 68:11 68:14 69:18 thursday 58:12 59:12 thyroid 28:15 ticket 49:22 50:1,3 tickets 49:16,18 till 10:15 time 6:19 13:5 14:16 15:5,6,14 15:20,24 16:4,7 16:15,25 18:11,14 19:11 20:4,21,21 22:4,6,15,16 23:2 23:23 25:3,6,23 26:5,15 30:1,3,6 30:11,14,17 31:4 31:5 32:7 35:1,2 35:3,7,17 36:6,22 36:24 37:4,12 42:7 43:1 44:15 44:21 46:21 47:6 51:6 55:14,18,21 55:24 56:1,11 58:7,18 59:5,6 66:8 70:4,5 71:20 73:12 times 4:23 tires 14:7 34:7,7 title 10:1,12 today 4:20 6:18,21 7:12 8:23 15:16 18:5 24:23 43:5 71:3,13,25 told 14:19 18:23 19:13,24 20:3,7	43:25 44:10 48:14 49:21 50:2 53:24 60:5 70:13 72:7 total 33:8,15,25 52:23 55:10,17 totaled 33:9 38:3 42:4 touch 29:21 touched 16:10,13 34:6 39:9 traffic 77:11 trail 67:19 training 56:20,22 transcribed 79:14 transcript 11:23 travel 23:6 29:12 29:16 36:20 39:16,17 40:7 41:15,20,21 42:2 44:24 traveled 21:17 traveling 21:20 23:4 50:13 64:20 76:22 treated 52:8 treatment 52:19 53:12 54:6,9,13 54:16,25 trees 24:19 trial 56:5 tried 46:12,13 58:18 truck 34:12 40:12 40:13,24 58:8,9 trucks 42:12 true 79:15 trust 23:16 truth 4:12,13,13 8:1 72:11,11 79:13 try 28:3 trying 5:8 17:14 29:5 39:22 45:22 55:12
--	---	--	--	---

tuesday 59:22,24
tunnel 50:19,23
turn 44:18,22 45:3
 77:2
turned 40:14 45:3
 45:8,9
turning 39:24
 44:21 68:19
twice 38:22
two 9:25 10:9,11
 16:1,12 18:16
 21:3,4 25:2 30:5
 30:8,13,15 40:1,1
 51:8 61:24
twolane 23:11,20
 32:10,11
twoyear 11:11 12:6
type 9:17,24 25:9
 25:24 28:8

U

uhhuh 11:16 17:14
 28:16 45:17 51:3
 67:11
ultimately 29:3,18
 72:1
umbrella 74:16
understand 7:13
 7:16,18,20,21,24
 8:1,3,5 17:16
 27:12 30:22
 66:15,23 76:21
understandable
 42:8
understanding
 39:22
usually 63:9

V

valley 24:6
value 33:16 74:25
 75:4
vehicle 12:25 13:11
 13:14,20 15:2
 16:13,25 17:17

18:7,11,14 20:22
 20:23 21:5,9
 24:20,21 29:1,11
 29:14,19,21,21,24
 30:3,4,10,11,18
 30:19,23,23,24
 31:2,4,5,5,7,20
 32:23 33:1,6,6,9
 33:12,14,19,22
 34:4,6,9,13,14
 35:16 36:2,14,23
 37:2,7,11,12,18
 37:19,21 38:3,6
 38:15,22 39:5,9
 39:10,12,14,16
 40:14,20 41:1,13
 41:19,24 42:9,14
 42:25 46:1,21
 47:3,13 50:13,14
 57:20 58:6 77:22
 77:25 78:3,7
vehicles 12:13 29:8
 31:8 40:6 42:21
 44:14,16 58:10
 77:10
verbal 42:1
versus 46:6
view 24:20 32:23
vision 24:16 26:2,5
 27:1,24,25
visit 52:24 53:1,13
 53:18 55:1,7
visits 28:2
vs 1:9

W

wage 74:3
waived 4:10
waiver 3:3 4:7
walmart 27:16,18
 27:22
want 38:20 47:24
 63:1 76:20 77:10
wanted 10:6 23:16
 39:4

wanting 40:9
ward 2:10 4:5 79:5
wasnt 5:6 14:23
 18:24 20:11,16
 29:25 30:20 34:4
 34:15 36:4 41:10
 44:21 52:5,5 62:7
 68:6,9,10 78:7
water 33:20
watson 60:9,10,17
 60:22 61:14,22,25
 62:4,11 67:4,16
 68:3,4,12,16 69:3
 69:13 70:10,17
 71:4,9,14,20,21
 71:25 72:5,6,15
 72:19 73:6,11,16
 73:22,23 78:14,15
 78:21
way 5:6 11:19,21
 11:23 16:2 18:21
 41:20 46:9 47:21
wear 25:3
wearing 24:23,25
 25:7,9,11,13
 27:11 47:6
weather 23:25
wednesday 22:3,4
 22:25
week 59:10,11,16
 59:23 69:19
 70:19 74:3
went 20:11 25:20
 26:13,14 40:12,25
 51:6,9,10 52:12
 52:16 54:2,10
 55:8 67:19 70:2
 70:10 71:15
 73:23
west 13:3 40:19
 76:22
weve 8:18 42:22
 44:16
whats 8:21,25
 10:18 17:24 18:1

18:3 35:3 51:15
 51:22 64:1,9,9,12
 67:12 75:15,25
wheel 14:11 16:14
 33:21 50:21
whens 15:20 25:23
 36:6
whereof 79:25
white 58:8,9 65:7
wife 19:23
windshield 14:13
witness 5:5 6:6,10
 76:7 79:25
witnesses 42:24
 44:7
wondering 63:14
word 12:18
words 32:25
work 9:4,6,11,17
 9:19,24 10:2,8,10
 11:6 15:7 43:16
 55:14,18 57:24
 58:8,10 60:4
worked 9:20 43:1
working 9:16 14:2
 55:21 58:18 59:6
works 6:24
world 64:13,19,23
 64:25
worried 42:6
wouldnt 34:7 71:19
 75:5
wouldve 45:3
wreck 12:18
wrist 50:19,25 51:2
 51:8 53:24
wrists 50:25
writing 11:23
wrong 14:6,7,9,11
 14:13 23:17
 24:12 46:18 54:9
 54:15 66:20 72:1

X

xxxxx5493 76:1

Y

yard 40:10,11
yards 30:17
yeah 26:22 40:5
 45:23 49:14
 55:25 69:12,12
year 11:13 12:10
 15:21 25:20 27:6
 28:3 61:24 74:2,4
 74:5,7
years 8:18 9:3,25
 10:11 25:2 28:17
 57:8,10 75:21
yelled 20:22
yellow 28:22,25
 29:4,11,15 36:19
 39:16,19,21 40:2
 40:3 45:13
yielded 31:9
youre 7:20 11:21
 24:23 25:13 29:5
 34:18 36:5 39:21
 40:9 47:24 49:4
 62:1 72:19
youve 5:23,24 8:1
 11:19 38:19
 48:14

Z**0**

00 23:3
000 33:17,18 53:10
 74:4,24 75:5,8
007607768 76:10
02 80:1
04 80:7
09 68:23

1

1 75:8
10 18:10 21:21
 53:10
108 9:1 21:16 76:9
11 1:22 76:10 80:1

12 76:14,15 78:25	23:5,6 28:21		
14 18:6	40:19 50:11		
15th 58:12,22	76:22,25 77:5,10		
62:18 65:22 69:2	29302 2:12		
17 9:3 17:14	29316 60:13		
18 8:18 17:12,13	29349 9:1,9		
75:21	29607 2:6		
191710 4:4	29th 1:21		
1972 75:13			
1976 4:4	3		
1978 8:22	30 4:4 14:24,25		
1997 58:1	16:9 22:5 65:22		
	66:6 69:14 73:1,5		
2	33 2:5 8:24		
20 22:8 27:24,25	35 34:23,24 35:2,7		
34:15,15 50:15,15	35:13 69:4		
50:15			
200 27:25	4		
2004 12:11	4 3:3,5 33:17,18		
2008 10:15 74:7	40 27:24 74:3		
2009 5:2,16 12:16			
12:20,22 15:22	5		
16:23 26:3 27:2	5 74:24 75:5		
53:9 57:3,8,21	54 76:14		
60:25 61:12,21	55 34:20,24 76:15		
74:1,5,10,13	58 78:25		
76:21			
2010 10:15 25:22	6		
2011 58:13,22	6 22:5 23:3		
62:18 65:22 69:2			
2012 1:22 79:5 80:1	7		
2012cp423951 1:3	72 75:11		
2015 26:24 76:10			
2018 80:7	8		
22 76:10 80:7	81 3:7		
22nd 8:22 12:16,20	83 3:9 79:15		
12:22 26:3 57:3	84 3:11		
61:12 76:21	864 2:23		
233 2:11 4:5 79:6	8645922054 10:19		
2353518 2:23			
24 28:7,10 74:4	9		
25 1:22	9 61:20 64:13,14,16		
26 22:8 34:18	66:20 67:6,7,8,9		
29 79:5	67:13		
292 13:3 21:18,21	9th 11:14,15 12:2		

COPY

1 STATE OF SOUTH CAROLINA

COURT OF COMMON PLEAS

2 COUNTY OF SPARTANBURG

C.A. NO. 2012-CP-42-3951

3 Dickie Shults,

4 Plaintiff,

5 vs.

6 Angela G. Miller,

7 Defendant.



8
9
10

11 Deposition of **DICKIE SHULTS**

12

13

14 Pursuant to notice of deposition and/or agreement
15 in the above-entitled case, a deposition was taken on
16 the 29th day of October, 2012 commencing at
17 approximately 9:50 a.m. attended by counsel as follows:

18

19

20

21

22

23

24

25

Appearances:

SAMUEL D. HARMS, III, Esquire

Harms Law Firm, P.A.

33 Market Point Drive

Greenville, South Carolina 29607

Attorney for Plaintiff,

ROBERT E. DAVIS, Esquire

The Ward Law Firm

233 South Pine Street

Spartanburg, South Carolina 29302

Attorney for Defendant.

Also Present: **Angela G. Miller**, Defendant and

Frank Miller, Defendant's husband

Deposition Reported By:

Bebe O. Norris, CR

Depositions And ..., Inc.

(864) 235-3518

Index

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

Page

Waiver	4
Direct Examination by Mr. Davis	4
Certificate of Notary Public	68

Exhibits Marked (Retained by Counsel)

Defendant's Exhibit 1	45
---------------------------------	----

1 Pursuant to notice and/or agreement to take
2 depositions, the within deposition was taken by the
3 above reporter, a notary public, as required under the
4 code of laws of South Carolina, 1976, section 19-17-10,
5 and circuit court rule 30, et al., by consent of all
6 parties at The Ward Law Firm, 233 South Pine Street,
7 Spartanburg, South Carolina.

8 **WAIVER:**

9 Counsel and the deponent agreed that both the reading
10 over of and signing of the deposition are hereby
11 dispensed with and **WAIVED**.

12 ** ** *

13 The deponent was duly sworn to tell the truth, the
14 whole truth, and nothing but the truth concerning the
15 matter herein.

16 **DICKIE SHULTS**, being duly sworn, testified as follows:

17 **DIRECT EXAMINATION BY MR. DAVIS:**

18 Q. Mr. Shults, my name is Robbie Davis and I represent
19 Angela Miller in a lawsuit that you filed against
20 her. You've given a deposition before; is that
21 right?

22 A. Yes, sir.

23 Q. I still want to go over with you the ground rules so
24 that we're on the same page and there is no question
25 about what's going to take place here today; okay?

1 A. Yes, sir.

2 Q. The court reporter here is going to be taking down
3 everything that's going to be said in this room and
4 that means a couple of things, it means first, we
5 don't need to talk over each other. If at any point
6 you don't understand a question that I ask you
7 please ask me to rephrase or re-communicate it to
8 you until you do understand; okay?

9 A. Yes, sir.

10 Q. When you do answer a question I need for it to be
11 out loud and verbal in a way that she can take it
12 down on her recording devices. She's going to be
13 repeating what we say in her mask and she's got some
14 microphones here to record what we say. While I may
15 see a shake or nod of your head it will be difficult
16 for her to take down on her machines and everything.
17 Likewise, uh-huh's and um-hum's can sound similar so
18 if you do that I'm going to ask you to rephrase it
19 until you do answer verbally yes or no; okay?

20 A. Yes, sir.

21 Q. You've been placed under oath; you understand that?

22 A. Yes, sir.

23 Q. Understand you've got a legal and moral
24 responsibility to tell the truth?

25 A. Yes, sir.

1 Q. Do you know of any reason today you could not
2 understand my questions and give me truthful and
3 complete answers?

4 A. No, sir, I don't.

5 Q. Okay, great. If at any point you need to take a
6 break that's fine, just let me know and we can do
7 that. I need to tell you though if you take a break
8 you can't really discuss your testimony or what's
9 going on with your attorney or anyone. If you do I
10 get a chance to ask you about what was discussed.
11 That's one time when the attorney/client privilege,
12 during this deposition while it's ongoing, is sort
13 of on a hold; okay?

14 A. Yes, sir.

15 Q. Just wanted to let you be aware of that. Where do
16 you live, Mr. Shults?

17 A. I live in Campobello.

18 Q. What's your address?

19 A. [REDACTED]

20 Q. Is that in Spartanburg County or Greenville County?

21 A. It's Spartanburg County.

22 Q. Because Campobello the county lines sort of run
23 through there; don't they?

24 A. Yes, sir, they do.

25 Q. How long have you lived there?

- 1 A. Seven years.
- 2 Q. Who do you live there with?
- 3 A. My wife.
- 4 Q. What's her name?
- 5 A. Becky.
- 6 Q. How long have you been married to Becky?
- 7 A. Three years.
- 8 Q. What's her maiden name?
- 9 A. Rebecca Homan, H-o-m-a-n.
- 10 Q. How many times have you been married?
- 11 A. Twice.
- 12 Q. Who was your first wife?
- 13 A. Sherry Wilson.
- 14 Q. When were you married to Ms. Wilson?
- 15 A. In '72.
- 16 Q. How long were you married to her?
- 17 A. 30 years.
- 18 Q. And that marriage ended in divorce?
- 19 A. Cancer, she passed away.
- 20 Q. I'm sorry to hear that. Any children from your
- 21 marriage with Sherry?
- 22 A. Three.
- 23 Q. What are their names and ages?
- 24 A. Wendy Barton is the oldest, she's 38; Misty Medlin,
- 25 she's 36; and Chris Shults is 34.

- 1 Q. Where does Wendy live? Does she live in Spartanburg
2 County?
- 3 A. She does, yes, sir.
- 4 Q. What's her husband's name?
- 5 A. Timmy Barton.
- 6 Q. What does Timmy do?
- 7 A. Timmy doesn't do anything.
- 8 Q. He doesn't work?
- 9 A. No, sir.
- 10 Q. Is he on disability?
- 11 A. No, sir.
- 12 Q. What about Wendy, does she work?
- 13 A. Yes, sir.
- 14 Q. What does she do?
- 15 A. She works at Dollar General.
- 16 Q. Misty, what's her husband's name?
- 17 A. Dale.
- 18 Q. What does Dale do?
- 19 A. Dale works at Mack Molding.
- 20 Q. What does Misty do?
- 21 A. Nothing, tends to the children.
- 22 Q. Is Chris married?
- 23 A. He is.
- 24 Q. What's his wife's name?
- 25 A. That's embarrassing.

1 Q. It'll come to you. Tell me what Chris does.

2 A. Chris works at Hendersonville. I don't know exactly
3 what he does. I don't know what the job is that
4 he's at.

5 Q. Does he live in Hendersonville?

6 A. No, he lives at Campobello.

7 Q. Does Misty live in Spartanburg County?

8 A. Yes.

9 Q. How many grandchildren do you have?

10 A. 11.

11 Q. Any of them over 18?

12 A. Yes, one.

13 Q. Who is the one over 18?

14 A. Brooke Owens.

15 Q. Who does Brooke belong to?

16 A. Scott Owens.

17 Q. That's her husband?

18 A. No.

19 Q. What I'm trying to get is which one of your
20 children?

21 A. Oh, I'm sorry.

22 Q. That was a bad question on my part.

23 A. It's Wendy.

24 Q. Wendy's daughter?

25 A. Yes.

1 Q. And Brooke is married to a Scott Owens?

2 A. No, Brooke's not married. Her dad is Scott Owens,
3 that's what I said.

4 Q. Okay, I got you. What does Brooke do; is she in
5 school?

6 A. No, sir, she was in college but she's working
7 somewhere now for a little while.

8 Q. Do you know where she's working?

9 A. I don't, somewhere in Greenville. You know how
10 children are they swap every day jobs somewhere.

11 Q. I got you.

12 A. Amanda is Chris' wife.

13 Q. Amanda, all right, I got you. Do you know what
14 Amanda does?

15 A. She's a nurse.

16 Q. Where, do you know?

17 A. She works at Greenville. I don't know if it's
18 Greenville Memorial or what.

19 Q. Now you've been married to Becky you said about
20 three years; right?

21 A. Yes, sir.

22 Q. Does Becky work?

23 A. She does.

24 Q. Where does she work?

25 A. Swofford Trucking.

- 1 Q. What does she do for them?
- 2 A. She's a dispatcher.
- 3 Q. Where is Swöfford Trucking?
- 4 A. It's right off Old Highway 14 in Greer.
- 5 Q. Does she have children?
- 6 A. She doesn't. Becky can't have any children.
- 7 Q. Are you from Spartanburg originally?
- 8 A. Yes, sir.
- 9 Q. How far did you go in school?
- 10 A. I went to the 10th grade and quit and then I went
- 11 back to night school and got my diploma, my papers,
- 12 but it didn't make me any smarter.
- 13 Q. Are you parents still with us?
- 14 A. No, sir.
- 15 Q. What were their names?
- 16 A. W.C. and Carolyn.
- 17 Q. What did your father do?
- 18 A. My dad was a peach farmer.
- 19 Q. Did your mother work outside of the home?
- 20 A. She did, she worked at a nursing home.
- 21 Q. Which one?
- 22 A. Magnolia Manor. She worked at two or three of them,
- 23 I don't -- I mean, you know, over the years but
- 24 that's all I ever remember mom doing.
- 25 Q. Do you have any brothers or sisters that live in

1 Spartanburg County?

2 A. I do.

3 Q. How many?

4 A. I've got -- actually, I've got three, I've got two
5 brothers and one sister.

6 Q. Tell me their names.

7 A. Roy Shults.

8 Q. Roy?

9 A. Roy.

10 Q. Tell me ---

11 A. He works at the Sheriff's Department.

12 Q. He's a Deputy?

13 A. Yes, sir.

14 Q. What's his wife's name?

15 A. It'll come to me.

16 Q. That's all right. Do you know what she does?

17 A. She doesn't work. She's disabled.

18 Q. Other brother?

19 A. George.

20 Q. What does George do?

21 A. He doesn't do anything, he's had a stroke. He's
22 disabled also.

23 Q. Is he married?

24 A. He is, Linda.

25 Q. Do you know what Linda does?

1 A. Linda doesn't work either; she has to take care of
2 him.

3 Q. And your sister?

4 A. Evelyn.

5 Q. Her last name?

6 A. Wright.

7 Q. What's her husband's name?

8 A. Bobby.

9 Q. What does Bobby do?

10 A. Bobby's disabled.

11 Q. What does Evelyn do?

12 A. She works at a nursing home.

13 Q. Tell me about relatives that live or work in
14 Spartanburg County with a different name other than
15 Shults, Wright, Barton or Medlin or Owens.

16 A. I've got a uncle that lives in Spartanburg County,
17 Charles Shults.

18 Q. Okay.

19 A. Carl Shults lives in Spartanburg County, is my
20 uncle. That's all I can think of that lives in
21 Spartanburg County.

22 Q. Any different last names other than Shults?

23 A. Oh, I'm sorry. I can't think of any, not in
24 Spartanburg County.

25 Q. What's your date of birth?

- 1 A. [REDACTED]
- 2 Q. Social Security number?
- 3 A. XXX-XX [REDACTED]
- 4 Q. Do you have a South Carolina driver's license?
- 5 A. Yes, sir, I do.
- 6 Q. Do you have it with you?
- 7 A. Yes, sir.
- 8 Q. May I see it, please?
- 9 A. (Witness complies).
- 10 Q. Thank you, sir. I've been handed the South Carolina
- 11 driver's license of Dickie Shults, it is driver's
- 12 license number [REDACTED] expiration is [REDACTED]
- 13 Thank you, sir. Has your license ever been
- 14 suspended or revoked for any reason?
- 15 A. No, sir.
- 16 Q. Do you have a handicap tag on your vehicle?
- 17 A. No, sir.
- 18 Q. Do you still drive?
- 19 A. Yes, sir.
- 20 Q. Have you ever been arrested?
- 21 A. No, sir.
- 22 Q. Ever been in a lawsuit before?
- 23 A. Nothing other than with this wreck.
- 24 Q. Ever testified in court before?
- 25 A. No, sir.

1 Q. The deposition that you've given, I believe, was in
2 a worker's compensation claim involving this
3 accident; is that right?

4 A. Yes, sir.

5 Q. Have you ever given any other depositions?

6 A. No, sir.

7 Q. Are you currently disabled?

8 A. Yes, sir.

9 Q. When did you apply for disability? I know you don't
10 know the exact date but give me an idea, was it one
11 year ago, five years ago?

12 A. Three or four months ago.

13 Q. Three or four months ago?

14 A. Yes, sir. I wanted to go back to work.

15 Q. You applied for disability three or four months ago?

16 A. Yes, sir.

17 Q. Did you have an attorney assist you with that?

18 A. Yes, sir.

19 Q. Who was it?

20 A. Samuel Harms.

21 Q. Have you been found to be disabled or is it pending?
22 What's the status?

23 A. The Social Security is pending but the doctors they
24 sent me to says I can't go back to work.

25 Q. So your application is pending?

1 A. Yes, sir.

2 Q. You haven't been found -- you're not receiving any
3 benefits at this point; is that right?

4 A. Not yet, no, sir. Not heard the results yet.

5 Q. What doctors did they send you to?

6 A. I've been to Shallcross. I've been to -- you
7 talking about with everything or with the Social
8 Security?

9 Q. No. You said that -- let me make sure we're on the
10 same page. I was asking you about your Social
11 Security disability and you said that you've applied
12 for it and the doctors that they sent you to had
13 said you were disabled. And what I'm trying to get
14 at is who are you talking about? What doctors did
15 they send you to?

16 A. I don't remember the names of the doctors that they
17 sent me to. It was in Greer.

18 Q. Okay, it was a doctor in Greer?

19 A. Yes, sir. He was a -- it had lawyer and doctor or
20 something on it that they sent me to. I don't have
21 his name with me.

22 Q. The Social Security Department sent you to him?

23 A. Yes, sir.

24 Q. Your Attorney Harms would have that more than likely
25 to your knowledge, who it was?

1 A. I don't think so. I didn't tell him.

2 Q. You didn't tell him that you ---

3 A. No, I didn't tell him that I'd went to their doctor.
4 I hadn't told him yet. I just -- well, this morning
5 I did, in here.

6 Q. When did you go to that doctor?

7 A. About two or three weeks ago.

8 Q. Do you have any documents at home that show who it
9 was you saw?

10 A. Yes, sir.

11 Q. All right. I'll send your attorney a letter
12 requesting that if you just make sure you keep it
13 and make it available to him; okay?

14 A. Okay.

15 Q. Any other doctors that they sent you to besides the
16 one in Greer?

17 A. Not Social Security.

18 Q. What did you say in your application that rendered
19 you unable to work?

20 A. What did I say in my application?

21 Q. Yeah. When you filed an application with the Social
22 Security Department you had to tell them that you
23 were unable to work because of certain reasons, and
24 what I want to know is what those reasons are.

25 A. I can't do anything with my left arm.

1 Q. Anything else besides your left arm?

2 A. Right arm, my neck and my elbow.

3 Q. Which elbow?

4 A. Left.

5 Q. Any other reasons you said you were unable to work
6 other than your left arm, your right arm, your neck
7 and your left elbow?

8 A. No, sir, not that I know of.

9 Q. Is that the first time you ever applied for
10 disability was just three or four months ago?

11 A. Yes, sir.

12 Q. Where's the last place you worked?

13 A. Reynolds Utilities.

14 Q. When was the last time you worked?

15 A. It was about three years ago. I don't know the
16 exact day.

17 Q. All right.

18 A. I believe it was January, I think, of '10.

19 Q. January of 2010?

20 A. I think that's right.

21 Q. What did you do for Reynolds Utilities?

22 A. I was a Foreman Supervisor, ran equipment, heavy
23 equipment, did a lot of lifting, chains, cables. We
24 laid pipe, shovel work.

25 Q. What does Reynolds Utilities do?

- 1 A. They put in utilities, water lines, sewer lines,
2 storm drains.
- 3 Q. Who's the head man over at Reynolds?
- 4 A. It was Jay Reynolds. They're out of business now.
- 5 Q. What happened to them?
- 6 A. They went bankrupt, went under.
- 7 Q. Have you ever filed for bankruptcy?
- 8 A. No, sir.
- 9 Q. You last worked around January of 2010; does that
10 sound about right?
- 11 A. Yes, sir, I feel pretty sure it is.
- 12 Q. Why did you leave work in January of 2010?
- 13 A. The doctor told me I couldn't work.
- 14 Q. What doctor said that?
- 15 A. Dr. Posta.
- 16 Q. And you haven't worked any since then?
- 17 A. No, sir.
- 18 Q. How long did you work for Reynolds Utilities?
- 19 A. About six years.
- 20 Q. So you would have started around '04 and worked
21 through '10?
- 22 A. Yes, sir, somewhere in there.
- 23 Q. Who did you work with before Reynolds Utilities?
- 24 A. Inman Paving.
- 25 Q. What did you do for them?

1 A. Put asphalt down, ran equipment.

2 Q. How long did you work for them?

3 A. Five years.

4 Q. What years would those have been?

5 A. Well from '04 to about '99, somewhere around in
6 there.

7 Q. What I'm getting at, was there a time between Inman
8 Paving and Reynolds Utilities when you were not
9 working?

10 A. No, sir.

11 Q. You went from Inman Paving and very soon thereafter
12 started with Reynolds Utilities?

13 A. Yes, sir.

14 Q. Why did you leave Inman Paving?

15 A. Not enough money.

16 Q. Who was the head man over at Inman Paving?

17 A. Steve Green.

18 Q. Green?

19 A. Steve Green.

20 Q. Where did you work before Inman Paving?

21 A. I was out of work for about -- almost six years I
22 didn't work anywhere.

23 Q. Why not?

24 A. I stayed with my wife when I found out she had
25 cancer. I stayed with her until she died, every

1 day.

2 Q. How did you support yourself during those six years?

3 A. I had my own company and I started selling
4 equipment.

5 Q. What kind of equipment?

6 A. Back hoes, graders, dump trucks, tractors.

7 Q. What was the name of your company?

8 A. Shults Grading.

9 Q. You weren't actually doing any grading work at that
10 time?

11 A. No, sir.

12 Q. You were just selling equipment?

13 A. That's all.

14 Q. Where was your business located?

15 A. In Campobello.

16 Q. Do you know the street?

17 A. No, no, it wasn't, it was Landrum.

18 Q. Okay.

19 A. 8 -- I believe it was 835 Oak Grove Road.

20 Q. What happened with that business?

21 A. What do you mean what happened with it?

22 Q. Are you still doing business with that equipment?

23 A. No, sir.

24 Q. What happened?

25 A. I sold everything I had and I had to sell my house

1 to pay bills.

2 Q. Who is your family doctor?

3 A. Dr. Viar.

4 Q. B-y ---

5 A. V-i-a-r.

6 Q. How long has Dr. Viar been your family doctor?

7 A. Well I'm -- that was my family doctor then, actually
8 I don't have a family doctor now. He was our family
9 doctor probably for about 15 years.

10 Q. When did he stop being your family doctor?

11 A. I'm going to say eight or ten years ago. That's
12 just a guess.

13 Q. I understand.

14 A. I don't have any idea.

15 Q. Okay. Why did you stop going to him?

16 A. Wasn't nothing wrong with me.

17 Q. You don't have a family doctor now?

18 A. No, sir.

19 Q. Was Dr. Viar your last family doctor?

20 A. Yes, sir.

21 Q. What would happen if you got a cold or sinus
22 infection or something, where would you go?

23 A. I don't know. That's a good question. I guess I'd
24 go to the hospital, the emergency room or something.

25 Q. When you had one -- I mean, I assume you've had one

1 in the last five to ten years?

2 A. Actually, I've not. I hadn't been to the doctor
3 till I got hurt.

4 Q. When was it you got hurt?

5 A. In 2009.

6 Q. How long had it been since you'd been to a doctor
7 since you got hurt in 2009? Are you talking about
8 the accident of July 22nd, 2009 is when you got
9 hurt?

10 A. Yes, sir.

11 Q. How long had it been since you had been to a doctor
12 before that accident of July 22nd, 2009?

13 A. I got hurt in '04 with my shoulder and I went to the
14 doctors then.

15 Q. How did you hurt your shoulder in '04?

16 A. The windshield fell out of a back hoe and I threw
17 my arms up to catch it to protect my face.

18 Q. Were you working at the time?

19 A. Yes, sir.

20 Q. Who were you working for?

21 A. Reynolds.

22 Q. I didn't quite understand your description. You
23 were working on a job site; is that right?

24 A. Yes, sir.

25 Q. What were you doing on the job site when you were

1 injured in '04?

2 A. I was running a back hoe.

3 Q. You were operating a back hoe?

4 A. Yes, sir.

5 Q. What happened as you were operating the back hoe?

6 A. The windshield fell. You fold the windshield up so
7 you can see out better because the sun glares on the
8 windshield and you can't see good running it
9 sometimes. You fold the windshield up and lock it
10 in a lock and one of the rollers was messed up on it
11 and I ran it for a while and the windshield fell
12 down on top of me and I throwed my arms up to
13 protect my face. It's in a metal frame and it's
14 glass.

15 Q. And that windshield fell and what injuries did you
16 suffer in that?

17 A. A rotator cuff.

18 Q. Which shoulder?

19 A. Left.

20 Q. Did you go to the emergency room?

21 A. Yes, sir.

22 Q. Which one?

23 A. I believe it was Spartanburg Regional. It was there
24 or either at Pelham, I can't remember because they
25 both affiliated with each other.

1 Q. When you went to the emergency room did they run an
2 MRI on your shoulder to see?

3 A. I think they did x-rays to start with and then later
4 they did MRI.

5 Q. What doctors did you see back in '04 when you hurt
6 your left shoulder?

7 A. I have no idea. I don't remember.

8 Q. Did you have any surgery?

9 A. Yes, sir, they did arthroscopic.

10 Q. Who did the surgery?

11 A. Don't remember.

12 Q. Was it a doctor in Spartanburg ---

13 A. Yes, sir.

14 Q. --- or Greenville?

15 A. Spartanburg.

16 Q. Where was the surgery done?

17 A. At Village at Pelham.

18 Q. And you were diagnosed with a rotator cuff tear in
19 your left shoulder?

20 A. Yes, sir.

21 Q. Back in '04?

22 A. Yes, sir. I believe it was affiliated with Steadman
23 and Hawkins.

24 Q. Okay.

25 A. I want to say that.

1 Q. Was the surgery successful?

2 A. Yes, sir. I went back to work.

3 Q. Did you have any limitations when you went back to
4 work?

5 A. Yes, sir, some to begin with. I don't remember what
6 they were but weight-wise was -- and I don't -- I
7 don't know.

8 Q. So when you went back to work in the beginning you
9 had some limitations; is that what you're telling
10 me?

11 A. Yes, sir.

12 Q. When you say "weight" you mean weight, what you
13 could lift up?

14 A. Right, right. But the more I did it the better it
15 got.

16 Q. Did you eventually begin working with no
17 limitations?

18 A. Yes, sir, I did.

19 Q. Did you have any -- well you said the surgery was
20 successful, did it help your pain?

21 A. Yes, sir.

22 Q. And were there any problems after the surgery with
23 pain?

24 A. No, sir. Let me change, they was some. They sent
25 me to physical therapy then after a month or two of.

1 physical therapy the pain went away also.

2 Q. Okay. Do you remember where you did physical
3 therapy?

4 A. I believe I did it over here at North Grove. They
5 sent me to two or three different ones, whichever
6 one they decide to send you to.

7 Q. When you say "they sent you" it makes me believe you
8 had a ---

9 A. Workmen's ---

10 Q. --- worker's comp claim; is that right?

11 A. Yes, sir, I did.

12 Q. Were you represented by an attorney?

13 A. No, sir.

14 Q. You did file a worker's comp claim though?

15 A. Yes, sir.

16 Q. What happened with your worker's comp claim?

17 A. They paid all my bills and we reached a settlement
18 and I went right back to work.

19 Q. What was the settlement you reached with them?

20 A. I don't know with the doctor bills and all. I don't
21 have any idea.

22 Q. All right I understand they paid for your doctor
23 bills, they paid for your surgery.

24 A. Yes, sir.

25 Q. You said you had physical therapy. I assume they

1 paid for your physical therapy?

2 A. Yes, sir.

3 Q. Did they pay you some more on top of that for ---

4 A. Yes, sir, they give me a cash settlement, it was
5 \$75,000.

6 Q. Did any doctors find you had any impairment to your
7 shoulder following that initial surgery you had?

8 A. No, sir.

9 Q. Do you remember seeing any doctors other than
10 possibly the one at Steadman Hawkins that did your
11 surgery? Any other doctors you saw other than that
12 one and the ones at the emergency room? Here's what
13 I'm getting at: Steadman Hawkins, the orthopedic
14 doctors, they deal with bones and joints and things
15 like that; okay?

16 A. Yes, sir.

17 Q. Did you see a neurologist, somebody that dealt with
18 nerves?

19 A. Yes, sir, I'm sure I did.

20 Q. Do you know ---

21 A. But I don't know ---

22 Q. You don't know who that would've been?

23 A. --- who it was, no, sir.

24 Q. Do you remember where they would have been located?

25 A. I don't.

1 Q. Any other doctors that you would've seen?

2 A. Not that I know of.

3 Q. Did you give a deposition in that worker's comp
4 claim?

5 A. No.

6 Q. There are multiple ways that you can settle a
7 worker's comp claim. I'm not a worker's comp
8 attorney so your attorney probably can advise you
9 better than that. But here's one of the ways I
10 understand you can settle a claim is you can settle
11 on what's called a "clinchier" which means you take a
12 cash payment and that forever ends everything
13 involved with your worker's comp claim, or you can
14 leave it potentially open-ended where they will
15 continue to pay medical bills associated with your
16 shoulder; do you understand what I'm saying?

17 A. I do.

18 Q. How did you settle that '04; do you know? Did you
19 settle on a clincher where they stopped paying ---

20 A. I did.

21 Q. It was a clincher?

22 A. Yes, sir.

23 Q. All right. Have you ever had any other worker's
24 comp claims?

25 A. No, sir.

1 Q. Did you ever see your family doctor for that left
2 shoulder?

3 A. No, sir.

4 Q. Before the accident of 2009, in July of 2009, how
5 long had it been since you'd seen any doctors
6 involving your left shoulder?

7 A. I hadn't seen any after they sent me to the physical
8 therapy. I hadn't seen anybody with my left
9 shoulder.

10 Q. So it had been years?

11 A. Yes, sir, probably from '05 to roughly ---

12 Q. And you were back working full time?

13 A. Yes, sir.

14 Q. Have you ever had any other on-the-job injuries?

15 A. No, sir, nothing that I went to the doctor for. I
16 mean, I busted a thumb or skinned, you know ---

17 Q. Yeah, you had bumps and bruises ---

18 A. Right.

19 Q. --- but you didn't have to go to any doctors?

20 A. No, sir.

21 Q. Were you ever in the military?

22 A. No, sir.

23 Q. You've lived in Spartanburg County your whole life?

24 A. Yes, sir.

25 Q. What hospitals have you been to? You said possibly

1 Spartanburg Regional?

2 A. Spartanburg Regional and St. Luke's and Village at
3 Pelham and St. Francis in Greenville.

4 Q. St. Luke's is the free ---

5 A. No, sir, that's St. Luke's at Columbus, North
6 Carolina.

7 Q. All right. What have you been up there for?

8 A. Stumped toe, or whatever, I don't remember what I
9 went for. My wife worked up there so I'd run up
10 there if I needed to for something.

11 Q. And you've been to St. Francis in ---

12 A. Greenville.

13 Q. --- Greenville? What have you been there for?

14 A. That's where Dr. Posta did my surgery.

15 Q. Been to Mary Black?

16 A. No, sir.

17 Q. Been to Greenville Memorial?

18 A. No, sir.

19 Q. You understand how I got confused about the St. --
20 there's a St. Luke's Free Clinic here in Spartanburg
21 and I thought that might have been what you ---

22 A. No.

23 Q. But you went to the hospital up in Columbus?

24 A. Up in Columbus, North Carolina.

25 Q. All right, thank you, sir. Have you ever been to a

1 chiropractor?

2 A. No, sir.

3 Q. Dr. Viar that you said was your family doctor, where
4 is he located?

5 A. Columbus.

6 Q. Have you had any other family doctors besides Viar?

7 A. I had a Dr. Waldon up in Landrum and he died when I
8 was a kid. My mom and dad would take me up there.

9 Q. But no other ones that you can recall?

10 A. No, sir, never been sick a lot, thank God.

11 Q. Do you have any ongoing health problems like high
12 blood pressure, high cholesterol, diabetes?

13 A. Diabetes.

14 Q. You're a diabetic?

15 A. Well I didn't know I was till they went to do the
16 surgery and it was so high they had to keep me two
17 days to get my sugar down before they could do the
18 surgery. They put me on shots, insulin shots, and I
19 took them for awhile but if I watch what I eat and
20 try I could control it like that so I don't have to
21 take the shots.

22 Q. So you just found out that you were diabetic in 2010
23 when you had that shoulder ---

24 A. Uh-huh (affirmative).

25 Q. --- or the 2004 shoulder?

1 A. 2010.

2 Q. Do you take any oral medication for it?

3 A. No, sir.

4 Q. Have you had any shots of insulin since that
5 surgery?

6 A. I have. I hadn't had a shot in about two years.

7 Q. Who gave you the shot?

8 A. My wife.

9 Q. Who prescribed the shot for you though?

10 A. They did at the hospital. I don't know who, I guess
11 Dr. Posta.

12 Q. Have you seen any other doctors for diabetes?

13 A. No, sir.

14 Q. Have you had your blood sugar checked any since
15 then?

16 A. No, sir.

17 Q. Better go do it.

18 A. Well my wife checks it with that machine and if I
19 need a shot I take it.

20 Q. So you've got a machine where your wife ---

21 A. Yes.

22 Q. All right.

23 A. We just check it ever so --- I can pretty much feel
24 if I'm dragging and don't feel like I've got any
25 energy I know that there's something wrong and we

1 check it. We don't check it every day, no, sir.

2 Q. But you still have some insulin shots that you can
3 take?

4 A. Yes, sir.

5 Q. Now do you think Dr. Posta -- are those still left
6 over from 2010?

7 A. Yeah.

8 Q. So you hadn't been to any other doctors or anything
9 for it?

10 A. No.

11 Q. Have you ever had any other surgeries?

12 A. No, sir.

13 Q. Other than on your left shoulder?

14 A. No, sir.

15 Q. What about high blood pressure, high cholesterol;
16 anything like that?

17 A. Not that I'm aware of.

18 Q. Do you take any other medication on a regular basis?

19 A. I take pain pills.

20 Q. Is that from Shallcross?

21 A. Yes, sir.

22 Q. What about your eyesight, do you wear glasses or
23 contact lenses?

24 A. Glasses.

25 Q. Who is your eye doctor?

1 A. I just went to the Vision Center.

2 Q. Which one?

3 A. In Greer. No, it was Greenville, right there on a
4 -- let me see, what's the name of that place, it's
5 across from the mall? I can't think of the name of
6 it but it's in Greenville.

7 Q. And it's called the Vision Center?

8 A. Yes, sir.

9 Q. And they gave you some glasses?

10 A. Yes, sir, they put -- give me glasses to wear.

11 Q. I get it mixed up, nearsighted and farsighted, I can
12 never keep it straight but when you put your glasses
13 on does it help you see things at a distance or up
14 close?

15 A. It helps me to read up close.

16 Q. Do you have to wear those to drive?

17 A. No, sir.

18 Q. I need to take a quick break. I'll be right back.

19 **(Off the record at approximately 10:26 a.m.; back on the**
20 **record at 10:34 a.m.)**

21 **DIRECT EXAMINATION RESUMED BY MR. DAVIS:**

22 Q. Going back on the record. You were telling me --
23 looks like my last question about your glasses you
24 said you went to, is it Vision Works or Vision
25 Center?

- 1 A. I believe it's Vision Center.
- 2 Q. Is it Dr. Nigh?
- 3 A. (No verbal response).
- 4 Q. That doesn't ring a bell?
- 5 A. Is that a female? I went to a female doctor.
- 6 Q. All right. I know about the automobile accident of
- 7 July 22nd, 2009. What I need to know is other than
- 8 that one have you ever been involved in any other
- 9 automobile accidents, either as a driver, a
- 10 passenger or a pedestrian?
- 11 A. I wrecked a pick-up truck one day coming home.
- 12 Q. When was that?
- 13 A. Years ago, total lossed it.
- 14 Q. When you say "years ago" more than 10?
- 15 A. Yes, sir.
- 16 Q. More than 20?
- 17 A. Yes, sir. I was -- I just had left home, probably
- 18 17 or 18 years old.
- 19 Q. Were you ---
- 20 A. I was in my dad's truck.
- 21 Q. Were you injured in that accident?
- 22 A. No, sir. Well I cut a ear but they sewed it up.
- 23 Q. Where did you have to go get it sewed up?
- 24 A. St. Luke's.
- 25 Q. Did you see any other doctors following that

1 accident other than St. Luke's emergency room?

2 A. No, sir, and I don't remember the doctor's name.

3 Q. Sure you don't. Any other automobile accidents?

4 A. No, sir.

5 Q. So two in your life then?

6 A. Yes, sir.

7 Q. Have you ever had any other traumatic injuries, and
8 let me explain to you what I mean by that. Like
9 when you had your worker's comp injury where the
10 windshield fell on you, something hit your body or
11 caused your body to be injured. You also can see it
12 in like sports injuries or slip and falls or
13 assaults or traumas; things like that. So what I'm
14 trying to get at have you ever had any other
15 traumatic-type injuries?

16 A. No, sir, can't think of any.

17 Q. Ever had any type of mental health or drug or
18 alcohol treatment?

19 A. No, sir.

20 Q. Didn't think you had but got to ask the question;
21 all right?

22 A. That's fine.

23 Q. Do you belong to any church or organizations?

24 A. No, sir.

25 Q. I think I asked you this but sometimes my mouth gets

1 ahead of my mind: You've had I know two surgeries
2 on your shoulder, have you had any other type of
3 surgeries?

4 A. No, sir.

5 Q. Ever broken any bones?

6 A. No, sir.

7 Q. All right, let's talk about July 22nd, 2009. Do you
8 remember where you had been and where you were going
9 to before the accident?

10 A. I had been at work and was going home.

11 Q. Do you remember where you were working at that time?

12 A. Brevard.

13 Q. Where were you living at the time?

14 A. Wilkins Road.

15 Q. What were you driving?

16 A. Company truck.

17 Q. Anybody in the truck with you?

18 A. No, sir.

19 Q. What time of day are we talking about?

20 A. Probably 5:00, 6:00 o'clock in the evening. I'd say
21 around 6:00, thereabouts.

22 Q. You were at a work site in Brevard; correct?

23 A. Yes, sir.

24 Q. And did you leave that work site and go straight
25 home?

1 A. Yes, sir. I'm married.

2 Q. Okay. You didn't stop anywhere to get anything to
3 eat or anything like that?

4 A. Yes, sir, stopped at a service station.

5 Q. What did you do at the service station?

6 A. Got fuel and Skoal.

7 Q. Anybody in the truck with you?

8 A. No, sir.

9 Q. What was the weather like that day?

10 A. It was clear. The weather was fine.

11 Q. Still daylight out in July around 5:00?

12 A. Yes, sir.

13 Q. No need to have lights on or anything like that?

14 A. No, sir.

15 Q. Do you know what roadway you were on, what road you
16 were on?

17 A. What do you mean, when I had the accident?

18 Q. Yeah.

19 A. On 292.

20 Q. You were on 292?

21 A. Yes, sir. I had left the service station, pulled
22 out of the service station, took a right, pulled up
23 to the stop -- to the thing and looked and nobody
24 was coming so I pulled out in the road on 292.

25 Q. When you pulled out onto 292 did you make a right

1 turn or a left turn?

2 A. I made a right.

3 Q. Tell me what happened.

4 A. Pulled out in the road and got hit.

5 Q. Did you see the car that hit you beforehand?

6 A. I didn't have time to look. It happened about the
7 time I got in the road good.

8 Q. So is that a "no" you didn't see the car before you
9 got hit?

10 A. I don't think I did.

11 Q. Was there an accident before yours?

12 A. Yes, sir.

13 Q. Did you see that accident?

14 A. No, sir.

15 Q. What part of your truck got hit?

16 A. The front left-hand corner.

17 Q. When you say "left" ---

18 A. Driver's side.

19 Q. --- driver's side? How much damage was done to the
20 truck?

21 A. I think the insurance was right at \$3,000.

22 Q. Was it repairable?

23 A. Yes, sir.

24 Q. Do you know where it was repaired?

25 A. I don't. The company sent it somewhere and got it

1 repaired.

2 Q. The vehicle that you were involved in with, what
3 kind of vehicle was it? You were in a truck?

4 A. Yes, sir.

5 Q. The other vehicle that was involved with your truck
6 what was it?

7 A. I believe it was a white or a cream-colored
8 Chevrolet, I think.

9 Q. Was it a truck, car, mini-van?

10 A. It was a car.

11 Q. What part of it was involved with your truck?

12 A. I don't know if she hit me on the side or in the
13 front. I don't -- I don't know.

14 Q. And the driver of that vehicle was Angela Miller?

15 A. Yes, sir.

16 Q. Before the accident do you know what roadway she was
17 on?

18 A. 292.

19 Q. Was she going in the opposite direction of you?

20 A. She was -- yes, sir. She was going one way and I
21 was going the other. She was probably going I guess
22 toward town is west, toward Inman, and I was
23 probably going east, I think.

24 Q. After the accident occurred did you get out of your
25 vehicle?

- 1 A. Yes, sir.
- 2 Q. Did you speak with anybody?
- 3 A. Yes, sir.
- 4 Q. Who did you speak with?
- 5 A. I went to the car to see if any of those kids was
- 6 hurt.
- 7 Q. Did you speak to Ms. Miller?
- 8 A. I don't remember. I want to say I asked her if they
- 9 was all right and they said yeah, I think.
- 10 Q. Did you have any other conversations with Ms.
- 11 Miller?
- 12 A. No.
- 13 Q. What about her husband who is here, Frank Miller,
- 14 sitting beside her, do you remember having any
- 15 conversations with him?
- 16 A. I don't -- I might have asked him again later if the
- 17 kids was okay. We was worried about the kids more
- 18 than anything. But I'm not sure if I did or not.
- 19 Q. The other vehicle that was involved was driven by a
- 20 fellow I understand, Phillip Seay, S-e-a-y?
- 21 A. Seay (pronounced "See") or Seay (pronounced "Say"),
- 22 I don't know how he says it.
- 23 Q. Let's just say Seay (pronounced "See").
- 24 A. Right.
- 25 Q. Or I don't care.

1 A. That works for me.

2 Q. Did you see his vehicle before the accident
3 occurred?

4 A. I saw it come up and I don't know if -- I didn't
5 have time to see a whole lot of anything. By the
6 time I looked to my left and pulled out in the road
7 and I probably went a car length before I got hit.
8 I didn't have a lot of time to see anything.

9 Q. Did you speak to Mr. Seay?

10 A. Yes, sir, I asked him if he was all right.

11 Q. What did he tell you?

12 A. He said yes, sir.

13 Q. Do you remember anything else you discussed with
14 him?

15 A. No, I didn't discuss with him. I went back over to
16 my truck.

17 Q. All right. Did you call anybody to come to the
18 scene?

19 A. Yes, sir, I called my boss man and we called 911.

20 Q. Who is he?

21 A. Jay Reynolds.

22 Q. And did you call 911?

23 A. Yes, sir, I did.

24 Q. What kind of emergency personnel came out there?

25 A. They brought an ambulance out and I want to say

1 might have been a fire truck too, I'm not sure.

2 Q. What about a police officer?

3 A. Yes, sir.

4 Q. Did you speak with the police officer?

5 A. Yes, sir.

6 Q. Did you tell him what happened in the accident?

7 A. Best I could from what I knew.

8 Q. And is that what you told me here today?

9 A. Yes, sir.

10 Q. That you made a right-hand turn and your vehicle was
11 hit?

12 A. Yes, sir.

13 Q. Do you know about any tickets that were issued?

14 A. I don't have any idea.

15 Q. Have you seen the accident report?

16 A. No, sir, I don't think so.

17 Q. Let me show you.

18 A. I think Mr. Seay might have got a ticket, I'm not
19 sure.

20 Q. Okay.

21 A. I don't know if anybody else did or not.

22 Q. Let me show you, this is a two-page document, it's
23 the accident report for the automobile accident of
24 July 22nd, 2009; okay?

25 A. Okay.

1 Q. Have you seen this document before?

2 A. Yes, sir, I've saw -- I saw that.

3 Q. I figured you had. Like I say it's two pages.

4 A. Uh-huh (affirmative).

5 Q. We'll mark it as 1.

6 (COURT REPORTER MARKS DOCUMENT AS DEFENDANT'S EXHIBIT
7 NUMBER 1; RETAINED BY COUNSEL)

8 DIRECT EXAMINATION RESUMED BY MR. DAVIS:

9 Q. See here he's got information, I guess the police
10 officer did, from the drivers of each of the three
11 vehicles. Vehicle 1 is Angela Miller, Vehicle 2 is
12 Dickie Shults, that's you, Vehicle 3 is Phillip
13 Seay; do you see those? And I guess the police
14 officer would have to get this information which
15 includes address and driver's license number from
16 each of the three people that were driving the
17 vehicles out there. Did you see him do that, get
18 information from them?

19 A. Yeah, he talked to all of us.

20 Q. Did you see the police officer speak to my client,
21 Ms. Miller?

22 A. Yeah.

23 Q. Did you see him speak to Mr. Seay?

24 A. Yes, sir.

25 Q. In addition to the information that they've got down

1 here it's got "Contributed to the accident and
2 Tickets." Do you see where I'm talking about for
3 each one of the three people?

4 A. I can't see. I don't have my glasses.

5 Q. That's okay. Well it's got "Contributed to
6 accident, yes and no" for each of the three people
7 and then down below it it's got "Summons Number"
8 indicating whether a ticket was issued or not; okay?

9 A. Yeah.

10 Q. For you, for example, under Unit 2, it's got
11 "Contributed to accident" it's got "No" circled; do
12 you agree with that?

13 A. Yes, sir.

14 Q. And it shows here you did not get a ticket.

15 A. Okay.

16 Q. For Phillip Seay it's got "Contributed to the
17 accident" it's got "Yes" circled.

18 A. Yes, sir.

19 Q. Do you know any reason to disagree with that?

20 A. No, sir.

21 Q. For Ms. Angela Miller, Unit 1, it's got "Contributed
22 to the accident" it's got "No" circled; do you know
23 any reason to disagree with that?

24 A. Yes, sir.

25 Q. You do?

- 1 A. Yes, sir.
- 2 Q. Why would you disagree with that?
- 3 A. She hit me.
- 4 Q. Other than her vehicle hitting yours do you have any
5 other reason to disagree with that?
- 6 A. Not no other than her hitting me, no.
- 7 Q. Do you know if she was hit before she hit you?
- 8 A. Yes, sir, I think she was.
- 9 Q. And do you know if that reason she hit you is
10 because she was hit by Mr. Seay?
- 11 A. I guess it could be.
- 12 Q. The diagram he's got drawn here below it shows you
13 as Number 3 ---
- 14 A. Okay.
- 15 Q. --- again in your vehicle, you sort of follow it?
- 16 A. Yes, sir.
- 17 Q. All right, and it shows Mr. -- No, I'm sorry, I'm
18 sorry, you're Number 2.
- 19 A. Yes, sir.
- 20 Q. I'm looking at it upside down. So you're 2.
- 21 A. Yes.
- 22 Q. Mr. Seay is 3.
- 23 A. Yes, sir.
- 24 Q. And Ms. Miller is 1; you see that?
- 25 A. Yes, sir.

1 Q. It's got her going down Highway 292; correct?

2 A. Yes, sir.

3 Q. And she would have the right-of-way on 292 wouldn't
4 she?

5 A. Yes, sir.

6 Q. Mr. Seay would have -- if he was going to pull onto
7 to 292 he would have to yield the right-of-way to
8 Ms. Miller; correct?

9 A. Yes, sir.

10 Q. All right, thank you, sir. Did you go to any court
11 proceedings or anything for any tickets that were
12 given?

13 A. No.

14 Q. Do you know what fire department came out there?

15 A. I would think it would've been Boiling Springs or
16 either New Prospect, I'm not sure.

17 Q. Did anybody take any photographs of the vehicles or
18 anything while they were out there?

19 A. I don't know.

20 Q. Did you ever take any photographs?

21 A. No.

22 Q. Did you make any complaint of injury to the police
23 officer?

24 A. No, sir.

25 Q. You said an ambulance came. Did anybody leave in an

1 ambulance?

2 A. No, sir.

3 Q. Have you had any other conversations with Ms. Miller
4 since leaving the accident scene?

5 A. No, sir, I haven't.

6 Q. What about Mr. Miller?

7 A. No, sir.

8 Q. Mr. Seay has passed away; is that right?

9 A. Yes, sir.

10 Q. Do you remember anything else he may have said
11 either at the accident scene or at any other later
12 point?

13 A. No, sir.

14 Q. What did you do after the police officer finished up
15 everything?

16 A. We bent the bumper out on my truck so I could get it
17 out of the road and waited on them.

18 Q. How did you do that?

19 A. With a crow bar out of the truck. The boss man did,
20 him and his son.

21 Q. Did you help them?

22 A. No, sir.

23 Q. Were you able to drive the vehicle away from the
24 scene?

25 A. Yes, sir.

1 Q. Where did you drive to?

2 A. Home.

3 Q. Did you go to work the next day?

4 A. Yes, sir, and went to the office. They made me go
5 to the doctor.

6 Q. The next day you went to the doctor?

7 A. Yes, sir.

8 Q. What doctor did you go to the next day?

9 A. They sent me to Pelham, Village at Pelham. I don't
10 remember the name of the doctor. I'm not good with
11 names, I'm sorry.

12 Q. You're doing fine. You went to that Village at
13 Pelham emergency room?

14 A. Yes, sir.

15 Q. Why did they send you to the doctor?

16 A. Cause I was hurting, didn't sleep the night before
17 and my wife called my boss man and he made me go.

18 Q. When did you start hurting after this accident?

19 A. Soon as it happened but I thought it would go away.

20 Q. Where were you hurting?

21 A. On my shoulder, elbow.

22 Q. Which shoulder?

23 A. Left.

24 Q. Left elbow?

25 A. Yes, sir.

1 Q. Did you have your seatbelt on at the time of the
2 accident?

3 A. Yes, sir.

4 Q. Did any part of your body hit anything?

5 A. It -- probably the window, I'm not sure, it happened
6 so quick I didn't have time to -- I don't know.

7 Q. Do you ---

8 A. The seatbelt I think probably pulled it too, I'm not
9 sure.

10 Q. Did your seatbelt work?

11 A. Yes, sir.

12 Q. So the way you think you injured your left shoulder
13 was where the seatbelt was?

14 A. Yes, sir, I feel like it was.

15 Q. Any other way you would've hurt your left shoulder?

16 A. No, sir, not to my knowledge.

17 Q. What about your left elbow?

18 A. I don't know without it hit the door panel or
19 something.

20 Q. So it started hurting you and then your wife called
21 in to work and they told you to go to the Village at
22 Pelham; is that right?

23 A. Yes, sir.

24 Q. And you went the next morning?

25 A. Well his son took me after I got to work.

- 1 Q. What time do you get to work in the mornings?
- 2 A. 7:30.
- 3 Q. Did you go that morning to the Village at Pelham?
- 4 A. Yes, sir.
- 5 Q. What did they do for you?
- 6 A. Sent me home.
- 7 Q. Did they do any x-rays or anything?
- 8 A. Yeah, they did.
- 9 Q. Do you know what the results of those x-rays were?
- 10 A. No, sir, I don't.
- 11 Q. Did they give you a prescription?
- 12 A. Yes, sir.
- 13 Q. Did you fill it?
- 14 A. Yes, sir.
- 15 Q. Did they write you out of work any?
- 16 A. Three days I think to begin with and then they wrote
- 17 me off some more and sent me to physical therapy.
- 18 This went on for four or five months.
- 19 Q. So they wrote you out of work three or four days.
- 20 Did you go back?
- 21 A. I went back to work on light duty, yes, sir.
- 22 Q. Okay, but did you go back to Village at Pelham?
- 23 A. Yeah, two or three different times.
- 24 Q. To the emergency room area there?
- 25 A. No, sir, to one of their doctors they've got on the

1 side down through there.

2 Q. Who told you to go to those places?

3 A. I'm sorry?

4 Q. Who told you to go to those doctors?

5 A. The one in the emergency room sent me down there for
6 one to follow up on.

7 Q. And did you follow up like they told you to?

8 A. Yes, sir.

9 Q. And were you still having problems with your left
10 shoulder and elbow?

11 A. Yes, sir.

12 Q. All right. And those doctors they sent you to I'm
13 assuming you don't remember their names?

14 A. I don't, I'm sorry.

15 Q. I know, it's all right. I just don't have any
16 records from them.

17 A. But they sent me to so many doctors there ain't no
18 way I could remember all of them names.

19 Q. Well I've got some records from your attorney and
20 the first one I have is when you saw Dr. Sanchez in
21 August, August 21 of '09. But you're telling me you
22 went to Village at Pelham and saw some doctors
23 before then?

24 A. Before then, yeah. Dr. Sanchez is a surgeon.

25 Q. He's an orthopedic surgeon?

1 A. Yes, sir.

2 Q. What I need to know is I don't have any records in
3 between as best you can who you would've seen. You
4 told me Village at Pelham, the ER, and you said they
5 sent you to some doctors at Pelham to follow up
6 with. Any other doctors you would've seen before
7 Sanchez?

8 A. Yeah, the ones at Pelham but I don't remember their
9 names.

10 Q. Okay. And were they the ones that sent you to
11 Sanchez?

12 A. No, the workmen's comp finally sent me to Sanchez to
13 see about doing surgery.

14 Q. And what I've got is the first time you saw Sanchez
15 was on again August 21 of '09 and you told him you
16 had left shoulder pain; does that sound about right?

17 A. Yes, sir.

18 Q. All right.

19 A. And they's two or three more doctors in there with
20 him and I seen two of them too, I think.

21 Q. You saw Dr. Rodriquez ---

22 A. Yes.

23 Q. --- and a Dr. Leon?

24 A. That sounds right.

25 Q. And I've got those records. Did you ever get a

1 cortisone shot in your left shoulder?

2 A. Yes, sir.

3 Q. Who did that?

4 A. I don't know. It was down here at North Grove.

5 Q. Did Sanchez or Rodriguez send you for that or ---

6 A. No, they sent me for it, one of them did, I think,

7 I'm not sure, but it might have been a doctor --

8 this was another surgeon that did shoulder

9 replacements and he's the one that said I was too

10 young, down at North Grove. And I think worker's

11 comp made me go over there because Dr. Sanchez

12 wouldn't do the surgery.

13 Q. Is that Dr. Kana? Do you ever remember seeing a Dr.

14 Kana?

15 A. (No verbal response).

16 Q. I know you're not good with names. I'm just trying

17 to fill in the blanks.

18 A. I don't -- I don't know.

19 Q. Dr. Posta did your surgery?

20 A. Yes.

21 Q. Looks like before you had your surgery you had some

22 MRI's done on your left shoulder ---

23 A. Yes, sir.

24 Q. --- where they put you in that tube ---

25 A. Yes, sir.

1 Q. --- and it does all the clicking sounds and all?

2 A. Yeah, they did two or three of those at different
3 places.

4 Q. All right. Did one on your left shoulder and did
5 one on your neck; does that sound about right?

6 A. Yes, sir.

7 Q. And the one on your neck did they tell you you had
8 degenerative disc disease in your neck?

9 A. I don't remember.

10 Q. Do you remember any diagnosis you ever got on your
11 neck?

12 A. No, sir, I don't.

13 Q. You hadn't had any surgeries on your neck?

14 A. No, sir. And it still bothers me, though. I don't
15 know if it's from favoring this shoulder (indicates
16 left shoulder) or not but my neck still bothers me.

17 Q. Have you ever gotten any definitive diagnosis of
18 what's going on with your neck?

19 A. (No verbal response).

20 Q. Is that a no?

21 A. No, sorry.

22 Q. All right. Do you remember anybody telling you you
23 have degenerative issues or arthritic or osteophytes
24 in your neck, any of those sound familiar?

25 A. I don't know.

1 Q. Bone spurring?

2 A. Probably. I want to say yes to some of that but I
3 don't know which.

4 Q. I understand. You actually had a CT myelogram it
5 looks like of your neck where they had to inject the
6 dye in it and do the CT scan?

7 A. Yes, sir.

8 Q. And I believe Dr. Sanchez or Dr. Leon, they're in
9 the same office?

10 A. Yeah, they's two or three of them there that I seen
11 but I didn't -- wouldn't have remembered Sanchez if
12 you hadn't have mentioned his name. I don't
13 remember the others' names.

14 Q. Before you had your surgery did they try a nerve
15 block on your shoulder? Do you remember having a
16 nerve block?

17 A. I had a nerve block. I don't remember if it was
18 before or after.

19 Q. It looks to me like you had one before and it didn't
20 really help you all that much; does that sound ---

21 A. That sounds right. Yeah, that was before.

22 Q. From what I've got, the records, again it looks like
23 you saw Dr. Sanchez's group through about December
24 of '09 and he didn't -- is he the one that sent you
25 to Dr. Posta for your shoulder?

1 A. I think the worker's comp's the one that sent me to
2 Dr. Posta because Sanchez said he wouldn't touch it
3 and the other doctor at North Grove that give me the
4 cortisone shot, and I don't remember his name, and
5 he said he wouldn't touch it either, that I was too
6 young to have a shoulder replacement.

7 Q. Before you went to Posta the last visit that you had
8 with Dr. Sanchez' group it states that they were
9 releasing you at that time for your neck issues.
10 Have you seen any other doctors for your neck
11 issues?

12 A. For my neck, no, sir.

13 Q. Then the next doctor I've got in the records your
14 attorney has been kind enough to provide is from Dr.
15 Posta and that indicates he saw you for a second
16 opinion and did that surgery over at St. Francis
17 when you had to be admitted for a couple of days
18 because of your diabetes and everything; does that
19 sound right?

20 A. Yes, sir, that sounds right.

21 Q. Was the surgery successful?

22 A. No, sir.

23 Q. What problems do you have after the surgery?

24 A. I can't move my arm, I can't hardly use it, I can't
25 raise it but so high, I have trouble buttoning my

1 pants, getting dressed. I don't know if it was
2 during the surgery or what but my neck bothers me
3 and it might be from favoring my left shoulder, I
4 don't know, and my arm won't straighten completely
5 out, they messed the nerves up in it.

6 Q. The surgery you had you had a prosthetic device put
7 in your shoulder?

8 A. Yes, sir, had a shoulder reversal.

9 Q. Is your shoulder better or worse since you had the
10 surgery?

11 A. Worse.

12 Q. It's worse?

13 A. Yeah.

14 Q. What's wrong with it? Has anybody told you why it's
15 worse after having the surgery?

16 A. Well it's -- they said that everything's looking
17 right but the skin, he couldn't pull it back up
18 right and they messed a nerve up in my arm.

19 Q. Who told you they messed a nerve up in your arm?

20 A. Well I don't know who told me. I guess it was San
21 -- uh, Dr. Posta, him or either San -- uh,
22 Shallcross one. I have to take nerve medicine.

23 Q. And Shallcross gives you that?

24 A. Yes, sir.

25 Q. What medication are you currently taking?

- 1 A. It's Neurotin, it's for nerves. I take 300
2 milligrams four times a day. And I'm on morphine
3 and I take it four times a day.
- 4 Q. How long have you been taking morphine?
- 5 A. About six, five or six months now.
- 6 Q. Have you ever tried to get off of it?
- 7 A. I can't. I tried, yes, sir.
- 8 Q. When you say "you can't" are you addicted to it?
- 9 A. No, I'm not addicted to it but if I don't take it I
10 can't sleep any. And I don't sleep but a couple of
11 hours now like it is. I go from the bed to the
12 recliner.
- 13 Q. Morphine's addictive, you can become addicted to it;
14 were you aware of that?
- 15 A. Yes, sir.
- 16 Q. Do you think you could stop taking it if the pain
17 was okay?
- 18 A. Yes, sir, if the pain was fine I know I could.
- 19 Q. How often do you go back and see Shallcross?
- 20 A. Once a month.
- 21 Q. And that's to get your medication?
- 22 A. To get my medicine, yes, sir. And they've had me on
23 a lot of medicine because it doesn't do much to me
24 and they have to keep swapping around.
- 25 Q. Now you were telling me about the nerve damage. Dr.

1 Shallcross' records indicate you had a nerve test
2 and that came back normal didn't it?

3 A. I don't know. He did the shock thing on me.

4 Q. Where he put the needles on there ---

5 A. Yes, sir.

6 Q. --- and measured the nerve conductions and ---

7 A. Yes, sir. He's the same doctor that give me my
8 nerve pills too for my -- Shallcross.

9 Q. Did he tell you the results of that nerve
10 conduction, nerve testing?

11 A. I'm not sure. I'm sure he did.

12 Q. Has he done anymore injections?

13 A. What do you mean "injections"?

14 Q. Has he tried to give you anymore shots or anything
15 in your neck or your shoulder?

16 A. No, sir. It's metal, I don't think it'd do no good
17 in my shoulder, that titanium.

18 Q. And you're seeing Shallcross you said every month?

19 A. Yes, sir.

20 Q. So you would have seen him last month?

21 A. Yes, sir.

22 Q. Are you seeing any other doctors besides Shallcross?

23 A. Just Posta once a year, follow-up.

24 Q. Have any other doctors recommended any other
25 surgeries or anything more?

1 A. No, sir, he said there wasn't nothing else they
2 could to until they come out with something new.
3 Right now they can't do a shoulder replacement or
4 anything.

5 Q. So the game plan now is just to treat it with
6 medication indefinitely?

7 A. He said I'll have to be on medication long as I
8 lived.

9 Q. Who said that?

10 A. Dr. Shallcross.

11 Q. And you have a good relationship with Shallcross?

12 A. What do you mean?

13 Q. I mean, do you like him and trust him?

14 A. I don't like no doctors. I don't like doctors or
15 lawyers. Dr. Shallcross, I'm sure he's a good
16 doctor but he's got to -- he's kindly like House on
17 T.V., he's a little rough but he's -- he's the only
18 one that's helped me so far.

19 Q. All right. Other than Shallcross and seeing Dr.
20 Posta once a year do you have any other doctors that
21 you have plans to see or anything like that?

22 A. No, sir.

23 Q. Now you settled your worker's comp claim involving
24 the 2009 accident; correct?

25 A. Yes, sir.

1 Q. Was that done on a clincher or are they still paying
2 for your shoulder?

3 A. No, sir, it's done.

4 Q. The clincher is totally over with?

5 A. Yes, sir, I didn't want them to -- cause if I die in
6 two years and they got money sitting back to do more
7 surgery and they never come up with nothing else
8 then my wife's not going to get anything.

9 Q. Okay.

10 A. And I got a feeling they'll not do anymore surgery
11 on me, anybody.

12 Q. Any doctors in North Carolina that you've seen
13 besides St. Luke's and Dr. Viar, any other doctors
14 you've seen up there?

15 A. No, sir.

16 Q. Let me do this -- well before I take a break, we've
17 talked about your left shoulder surgery and your
18 neck. Are there any other injuries that you're
19 claiming as a result of the July, 2009 accident?

20 A. Nothing other than my right shoulder, I've wore it
21 out. When I went to the Social Security doctor he
22 told me it was shot too. I told him it'd just have
23 to be shot, they ain't doing no more surgery.

24 Q. All right, and this is the doctor you saw a couple
25 of weeks ago?

1 A. Yes, sir, about three weeks ago.

2 Q. You haven't received any treatment or anything
3 involving your right shoulder have you?

4 A. No, sir.

5 Q. And you're not planning on getting any treatment on
6 your right shoulder?

7 A. No, sir.

8 Q. When did you start having right shoulder issues?

9 A. About three years ago, right after I messed my
10 shoulder -- my left one up. I couldn't use it so I
11 had to use this one (indicating right shoulder).

12 Q. Give me an idea how long after the accident it was
13 when you started having problems with your right
14 shoulder? And when I say the "accident" you know
15 it's July, 2009.

16 A. I'm going to say maybe a year, roughly, and that's
17 just guessing, I don't ---

18 Q. I understand. So what you're telling me is your
19 right shoulder started hurting not because it was
20 actually injured in the accident but because you
21 were having to overcompensate or use it because your
22 left shoulder was injured?

23 A. Yes, sir. And that might be what's wrong with my
24 neck, it might be messed up because I'm favoring
25 this left side, I don't know.

- 1 Q. Any other injuries that you know of?
- 2 A. No, sir.
- 3 Q. Do you know of any other witnesses to this accident?
- 4 A. What do you mean "any other witnesses"?
- 5 Q. Do you know of any other than the people that were
- 6 involved in it? Do you know of any eye witnesses?
- 7 A. No, sir.
- 8 Q. These people here and you?
- 9 A. That's it.
- 10 Q. All right.
- 11 A. Just us now because Mr. Miller is dead -- Mr. ---
- 12 Q. Mr. Seay passed away.
- 13 A. --- Seay's dead.
- 14 Q. That's right.
- 15 A. And his wife wasn't there, he was by himself.
- 16 Q. Give me just about three or four minutes, I'm going
- 17 to talk to my client and we'll wrap your deposition
- 18 up; okay?
- 19 A. Okay, sir.
- 20 **(Off the record at approximately 11:08 a.m.; back on the**
- 21 **record at approximately 11:20 a.m.)**
- 22 **DIRECT EXAMINATION RESUMED BY MR. DAVIS:**
- 23 Q. Going back on the record. Mr. Shults, I told you
- 24 we're about done with this; okay?
- 25 A. That's fine.

- 1 Q. Let me just ask you a few more questions and make
2 sure I got everything; okay?
- 3 A. Yes, sir.
- 4 Q. Do you know a Dr. Charles Alford who's an economist,
5 have you ever spoken with him?
- 6 A. I spoke to somebody and I'm not sure about the name.
7 That sounds right, though.
- 8 Q. Do you remember what you spoke with him about?
- 9 A. I think it was about my -- like vocational, what I
10 could do and what I couldn't; is that ---
- 11 Q. Well I think he did a report analyzing what your ---
- 12 A. Lost wages is what it was.
- 13 Q. Right.
- 14 A. Yes, sir, I remember.
- 15 Q. You did talk with him?
- 16 A. Yes, sir.
- 17 Q. Do you know a Glenn Adams? Do you remember speaking
18 with a Glenn Adams?
- 19 A. Yes, sir, Glenn was the one who did the vocation.
- 20 Q. The vocation?
- 21 A. Yes, sir.
- 22 Q. Okay. Wendy Garland?
- 23 A. Yes, sir.
- 24 Q. And do you remember -- she is the Life Care Planner;
25 do you remember speaking with her?

1 A. Yes, sir, I do.

2 Q. You identified a McMillan Carter that you worked
3 for, who is McMillan Carter?

4 A. That's a sister company of Jay Reynolds, Reynolds
5 Utilities. Both of them were together but I worked
6 for Jay.

7 Q. Is McMillan Carter out of business too?

8 A. They're out of business also.

9 Q. You don't have middle name do you?

10 A. No, sir.

11 Q. It's just Dickie Shults. All right, Mr. Shults,
12 have you understood the questions that I've asked
13 here today and given me answers to the best of your
14 ability?

15 A. Yes, sir, I have.

16 Q. All right, thank you, sir. The only thing I have is
17 because there are two out-of-state healthcare
18 providers you've identified, a St. Luke's Hospital
19 and a Dr. Viar, I'm going to provide your attorney
20 with authorizations to obtain those. Let him look
21 over that and I would ask that you execute those for
22 me to get those records; okay? And that's it.

23 **(There being no further questions, this deposition was**
24 **concluded at approximately 11:23 a.m.)**

25

1
2
3 **CERTIFICATE**

4 This is to certify that the foregoing deposition of
5 **DICKIE SHULTS** was taken by the within court reporter, a
6 notary public for the state of South Carolina, duly
7 commissioned and qualified as such, on October 29, 2012
8 at The Ward Law Firm, 233 South Pine Street,
9 Spartanburg, South Carolina.

10 That said court reporter is not a relative or
11 employee of any of the parties or the attorneys, and
12 further, is not of counsel or attorney for any of the
13 parties to said action, and, is not in any manner
14 interested in the cause, financial or otherwise.

15 That the deponent was duly placed under oath and
16 admonished to speak the whole truth; that the oral
17 deposition was duly taken and transcribed as to the
18 questions propounded and the answers given; that the
19 foregoing 67 pages is a true, accurate, and correct
20 record of the testimony given by the deponent; together
21 with such changes as said deponent may have made, if
22 any, during the reading over and signing procedure.

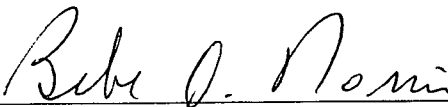
23 That the court reporter has retained the original
24 deposition in its possession for the purpose of sealing
25 and filing same with the proper official.

That all offered exhibits, stipulations and
objections, if any, involved in this cause are duly

1 attached or included herein.

2 In witness whereof, I have set my hand and official
3 seal.

4
5 Date: 10/31/2012

6
7 
8

9 Bebe O. Norris, Court Reporter

10 Notary Public for South Carolina

11 My Commission Expires 04/22/2018
12
13
14
15
16
17
18
19
20
21
22
23
24
25

A	46:23,24 analyzing 63:14 angela 1:10 2:16 4:17 39:23 43:12 44:21 answer 5:8,16 answers 5:25 64:16 65:17 anybody 29:4 37:3 37:17 40:10 41:21 42:22 46:15,23 54:7 56:21 60:15 anymore 58:18,20 60:14 appearances 2:1 application 15:17 17:8,10,11 applied 15:7 16:2 17:24 apply 15:1 approximately 1:21 34:8 62:23 62:24 65:1 area 50:17 arm 17:15,16,17,21 17:21 56:6,10,25 57:1 arms 22:25 23:20 arrested 14:12 arthritic 54:8 arthroscopic 24:16 asked 36:12 40:15 40:22 41:15 64:15 asking 16:1 asphalt 19:15 assaults 35:25 assist 15:9 associated 28:11 assume 22:9 26:25 assuming 51:6 attached 65:25 attended 1:21 attorney 2:7,13 6:6	6:8 15:9 16:14 17:1 26:12 28:4,5 51:12 55:21 64:21 65:11 attorneys 65:10 august 51:13,14 52:4 authorizations 64:21 automobile 34:19 34:21 35:16 42:24 available 17:3 aware 6:11 33:7 57:20 awhile 31:13	B	back 11:3 15:6,16 20:16 22:24 23:10,11,13 24:12 25:3,9,10,13 26:18 29:7 34:7,8 34:11 41:19 50:13,14,15 56:24 57:25 58:8 60:10 62:23 63:1 bad 9:16 bankrupt 18:20 bankruptcy 18:21 bar 47:16 barton 7:20 8:1 13:7 basis 33:8 bebe 2:21 66:9 becky 7:1,2 10:12 10:15,24 bed 57:18 beginning 25:13 believe 14:18 18:7 21:3 24:5 25:4 26:4,7 34:14 39:16 54:18 bell 34:17 belong 9:10 36:10	benefits 15:20 bent 47:13 best 42:10 51:20 64:16 better 23:15 25:18 28:5 32:8 56:16 bills 21:10 26:17,20 26:22 28:11 birth 13:17 black 30:9 blanks 53:4 block 54:24,25 55:1 blood 31:5 32:6 33:5 bobby 12:25 13:1 bobbys 13:2 body 35:23,23 48:24 boiling 46:13 bone 54:11 bones 27:13 36:16 boss 41:22 47:16 48:13 bothers 53:24 54:1 56:9 break 6:2,4 34:7 60:20 brevard 36:23 37:8 broken 36:16 brooke 9:9,10,20 9:23 brookes 9:21 brother 12:11 brothers 11:18,23 brought 42:3 bruises 29:12 bumper 47:13 bumps 29:12 business 18:18 20:23 21:4,6 64:10,11 busted 29:11 buttoning 56:7	c 1:3 11:9 cables 18:12 call 41:21,25 called 28:7 33:22 41:22,22 48:13 49:13 campobello 6:13 6:15,18 9:1 20:24 cancer 7:15 20:11 cant 6:4 10:24 13:15 15:16 17:15 23:16 24:6 33:20 36:3 44:4 56:6,6,6 57:14,15 57:16 59:9 car 38:15,18 39:18 39:19 40:13 41:12 care 12:19 41:6 64:2 carl 13:11 carolina 1:1 2:6,12 4:4,6 13:21 14:2 29:25 30:18 60:16 65:6,8 66:10 carolyn 11:9 carter 64:5,6,10 case 1:20 cash 27:4 28:8 catch 22:25 cause 48:12 60:9 65:12,25 caused 35:23 center 33:16,22 34:13,14 certain 17:13 certificate 3:7 65:3 certify 65:4 chains 18:12 chance 6:6 change 25:25 changes 65:19 charles 13:8 63:7 check 32:14,16,17
---	--	--	---	---	--	--

checked 32:6	compensation 14:19	57:7	65:4,15,22	dispensed 4:9
checks 32:9	complaint 46:20	cut 35:10	depositions 2:22	distance 34:3
chevrolet 39:16	complete 5:25	D	4:1 14:22	divorce 7:14
children 7:16 8:17	completely 56:11	d 2:3	deputy 12:5	doctor 16:8,9,18,21
9:14 10:2,23,24	complies 14:1	dad 9:21 11:11	description 23:5	19:2,3 21:11,15
chiropractor 30:20	comps 55:10	31:2	device 56:13	21:16,17,18,19
cholesterol 31:6	concerning 4:13	dads 35:8	devices 5:10	22:1,3,11,15,19
33:5	concluded 65:1	dale 8:13,14,15	diabetes 31:6,7	24:19 26:20,22
chris 7:21 8:18,22	conduction 58:15	damage 39:4 58:6	32:4 55:25	28:22 29:10
8:23 10:5	conductions 58:12	date 13:17 15:2	diabetic 31:8,15	30:22 33:15
church 36:10	confused 30:13	66:5	diagnosed 24:25	34:18 48:1,2,4,6
circled 44:11,17,22	consent 4:5	daughter 9:18	diagnosis 53:21	48:11 52:21
circuit 4:4	contact 33:12	davis 2:9 3:5 4:16	54:2	55:12,21 58:13
claim 14:19 26:10	continue 28:11	4:17 34:10 43:9	diagram 45:12	59:19 60:25 61:3
26:14,16 28:1,4,7	contributed 44:1,5	62:25	dickie 1:5,16 4:15	doctors 15:15,22
28:9 60:2	44:10,16,21	day 1:20 10:3 18:5	14:3 43:12 64:14	16:3,5,6 17:5
claiming 60:22	control 31:13	20:12 32:17	65:5	22:22 24:12 27:5
claims 28:20	conversations	34:24 37:5,19	didnt 11:5 16:16,17	27:8,10,12,24
clear 37:20	40:17,20 47:1	47:24 48:2,4 57:9	16:18 20:8 23:5	29:1,14 30:25
clicking 53:13	corner 39:1	57:10	29:14 31:9 36:7	32:4,23 35:13,15
client 6:8 43:20	correct 37:8 46:1,7	daylight 37:21	37:12 38:16,18	50:18,22 51:5,10
62:20	60:3 65:18	days 31:10 50:9,12	41:9,12,19 48:12	51:15,22,23 52:8
clincher 28:7,15,17	cortisone 52:14	55:25	49:1 54:21 55:3,8	55:19 59:3,5,18
60:5,8	55:12	dead 62:14,16	58:8 60:9	59:18,24 60:16,17
clinic 30:14	couldnt 19:2 56:24	deal 27:12	die 60:9	document 42:23
close 34:3,4	61:14 63:13	dealt 27:15	died 20:12 31:1	43:2,7
code 4:3	counsel 1:22 3:12	december 55:7	different 13:6,14	documents 16:23
cold 22:5	4:8 43:8 65:11	decide 26:6	26:5 50:16 53:14	doesnt 8:3,4 10:24
college 9:24	county 1:3 6:16,16	defendant 1:12	difficult 5:13	12:10,14,19 34:17
columbus 29:25	6:17,18 7:23 9:2	2:13,16	diploma 11:4	58:4
30:17,18,24	11:19 13:6,8,11	defendants 2:17	direct 3:5 4:16	doing 11:17 20:19
come 8:22 12:8	13:13,16 29:18	3:13 43:7	34:10 43:9 62:25	21:6 23:8 48:8
41:9,21 59:8	couple 5:2 55:25	definitive 54:2	direction 40:2	52:2 61:2
60:11	57:17 61:3	degenerative 53:19	disability 8:6 15:1	dollar 8:11
coming 34:24 38:8	court 1:1 4:4,25	54:8	15:7 16:2 17:24	dont 5:2,3 6:1,19
commencing 1:21	14:16 43:7 46:9	department 12:4	disabled 12:10,14	8:23,24 10:2,10
commission 66:11	65:5,9,21 66:9	16:12 17:12	13:2 14:24 15:13	11:16 15:1 16:6
commissioned 65:6	cr 2:21	46:12	16:4	16:10,16 18:5
common 1:1	creamcolored	deponent 4:8,12	disagree 44:19,23	21:17,23 22:1,7
comp 26:10,14,16	39:16	65:14,19,19	45:2,5	24:14,18 25:11,12
28:1,4,4,9,19	crow 47:16	deposition 1:16,19	disc 53:19	25:12 26:20,20
35:22 52:1,24	ct 54:14,16	1:20 2:20 4:2,9	discuss 6:5 41:19	27:19,20,23 30:2
60:2	cuff 23:24 24:25	4:19 6:8 14:18	discussed 6:7 41:18	31:14 32:2,15,16
company 20:14,17	currently 14:24	28:1 62:20 64:25	disease 53:19	35:15,16 38:20
37:2 39:9 64:7			dispatcher 10:20	39:9,21,22,22

40:15,22 41:3,6,9 42:16,18,22 44:4 46:17 48:5 49:1 49:12 50:3 51:6,7 51:8,19,24 52:18 53:5,5,20,22,24 54:10,12,22 55:1 55:13 56:8,10 57:2,16,17 58:9 58:22 59:18,18 61:20 62:3 64:12 door 49:12 dr 19:4 21:12,15 22:3 30:8,22 31:1 32:2,20 34:15 51:13,16 52:10,12 52:25 53:1,1,6 54:18,18 55:7,8 55:10,17,22 57:3 58:6 59:14,19,23 60:17 63:7 64:20 dragging 32:15 drains 18:16 drawn 45:12 dressed 56:8 drive 2:5 14:10 34:5 47:20,22 driven 40:25 driver 34:22 39:23 drivers 13:21 14:3 14:3 39:3,4 43:11 43:15 driving 37:1 43:16 drug 36:4 duly 4:12,15 65:6 65:14,16,25 dump 20:16 duty 50:14 dye 54:15	economist 63:7 eight 21:20 either 12:19 24:6 34:22 46:13 47:8 55:14 57:3 elbow 17:17,18,22 48:17,20 49:11 51:3 embarrassing 8:21 emergency 22:8 24:2,8 27:11 35:14 42:2 48:9 50:17,23 employee 65:9 ended 7:14 ends 28:9 energy 32:15 equipment 18:11 18:12 19:15 20:14,15,21 21:6 er 51:21 esquire 2:3,9 et 4:5 evelyn 12:21 13:3 evening 37:6 eventually 25:19 everythings 56:23 exact 15:2 18:5 exactly 8:23 examination 3:5 4:16 34:10 43:9 62:25 example 44:10 execute 64:23 exhibit 3:13 43:7 exhibits 3:12 65:24 expiration 14:4 expires 66:11 explain 35:21 eye 33:15 62:9 eyesight 33:12	familiar 54:9 family 21:11,15,16 21:17,17,19 22:1 22:3 28:22 30:22 30:25 far 11:2 59:22 farmer 11:11 farsighted 34:1 father 11:10 favoring 53:25 56:10 62:2 feel 18:25 32:14,15 49:8 feeling 60:14 fell 22:24 23:14,19 23:22 35:22 fellow 40:25 female 34:18,18 figured 43:4 file 26:14 filed 4:18 17:11 18:21 filing 65:23 fill 50:6 53:4 finally 52:1 financial 65:12 find 27:5 fine 6:3 36:9 37:20 48:8 57:24 63:3 finished 47:11 fire 42:4 46:12 firm 2:4,10 4:5 65:7 first 5:2 7:8 17:24 51:13 52:3 five 15:3 19:17 22:10 50:11 57:12 fold 23:14,17 follow 45:15 50:24 50:25 51:22 following 27:6 35:13 follows 1:22 4:15 followup 59:4	foregoing 65:4,17 foreman 18:11 forever 28:8 found 15:13,19 20:11 31:15 four 15:4,5,7 17:25 50:11,12 57:9,10 62:19 frame 23:21 francis 29:23 30:5 55:24 frank 2:17 40:19 free 29:24 30:14 front 39:1,21 fuel 37:16 full 29:7 further 64:25 65:10	46:9 47:24,25 48:4,13,15 49:14 49:21 50:13,15,20 50:22 52:24 57:18,25 god 31:4 going 4:23,25 5:1 5:10,15 6:5 21:20 21:24 34:11 36:19,21 40:2,3,4 40:4,5 46:1,5 54:3 60:12 61:19 62:19 63:1 64:21 good 22:7 23:16 38:17 48:6 53:3 58:22 59:15,19 gotten 54:2 grade 11:3 graders 20:16 grading 20:18,19 grandchildren 9:4 great 6:2 green 20:4,5,6 greenville 2:6 6:16 10:2,10,10 24:21 29:23 30:6,7,11 33:18,21 greer 10:22 16:7,8 17:6 33:18 ground 4:21 group 55:7,17 grove 21:3 26:4 52:18,23 55:12 guess 21:21 22:7 32:2 40:4 43:10 43:14 45:11 57:2 guessing 61:20
E e 2:9 ear 35:10 east 40:6 eat 31:13 37:12	F face 22:25 23:20 falls 35:25		G g 1:10 2:16 game 59:10 garland 63:25 general 8:11 george 12:12,13 getting 19:20 27:11 56:8 61:9 give 5:25 15:2 27:4 28:1 33:25 50:4 55:12 58:13,20 61:16 62:19 given 4:19 14:18,22 46:10 64:16 65:17,18 gives 57:5 glares 23:15 glass 23:21 glasses 33:12,14,24 33:25 34:2,12 44:4 glenn 63:20,21,22 go 4:21 11:2 15:6 15:16 16:21 22:6 22:7 24:2 29:14 32:8 35:11 37:10	H hadnt 16:19 22:11 29:3,4 31:23 32:23 53:23 54:21 hand 66:2 handed 14:2

handicap 14:8 happen 22:5 happened 18:19 21:4,5,8 23:13 26:16 38:13,16 42:9 48:15,25 harms 2:3,4 15:12 16:14 havent 15:19 19:5 47:3 61:6 hawkins 25:5 27:9 27:12 head 5:13 18:17 20:3 health 31:5 36:4 healthcare 64:19 hear 7:16 heard 15:21 heavy 18:11 help 25:22 34:3 47:18 55:4 helped 59:21 helps 34:4 hendersonville 8:23,25 heres 27:11 28:6 hes 8:24 12:5,14,14 43:10 45:12 51:17 52:22 58:13 59:19,19,20 59:20,21,21 high 31:5,6,10 33:5 33:5 56:7 highway 10:22 46:1 hit 35:23 38:14,15 38:19,25 39:21 41:12 42:13 45:3 45:7,7,9,10 48:24 49:12 hitting 45:4,6 hoe 22:24 23:10,11 23:13 hoses 20:16 hold 6:9	homan 7:5,5 home 11:12,13 13:4 16:23 34:24 35:5 36:21 37:10 47:23 49:24 hospital 22:8 30:17 32:2 64:20 hospitals 29:20 hours 57:17 house 21:9 59:20 hurt 22:12,13,16 22:17,21,23 24:12 40:13 49:9 hurting 48:12,14 48:16 49:13 61:22 husband 2:17 9:12 40:19 husbands 7:25 8:12 12:24	included 65:25 includes 43:15 indefinitely 59:11 index 3:1 indicate 58:7 indicates 53:25 55:23 indicating 44:7 61:15 infection 22:5 information 43:10 43:15,18,25 initial 27:6 inject 54:15 injections 58:18,19 injured 23:8 35:9 35:24 49:6 61:23 61:25 injuries 23:22 29:9 35:20,24 36:2 60:22 62:4 injury 35:22 46:20 inman 19:13,20,23 20:1,3,7 40:5 insulin 31:12,22 32:18 insurance 39:5 interested 65:12 involved 28:9 34:21 39:11,14,20 40:25 62:9 65:25 involving 14:19 29:1 60:2 61:6 issued 42:15 44:8 issues 54:8 55:18 55:19 61:12 itd 58:22 61:1 itll 8:22 12:8 ive 11:22,22,22 13:8 14:2 15:23 15:23 22:11 32:15 43:3 51:12 52:3,14 55:6,21 60:24 64:15	J january 18:7,8,23 19:1 jay 18:18 41:24 64:7,9 job 8:24 23:6,8 jobs 10:3 joints 27:13 july 22:17,20 28:25 34:19 36:18 37:21 42:24 60:23 61:18	L laid 18:13 landrum 21:1 31:1 law 2:4,10 4:5 65:7 laws 4:3 lawsuit 4:18 14:14 lawyer 16:9 lawyers 59:18 leave 19:1 20:1 28:10 37:10 46:23 leaving 47:2 left 17:15,16,19,21 17:22 24:1,13 25:1 28:22 29:1,4 32:20 33:3 35:5 38:6,11 39:2 41:11 48:19,20 49:6,9,11 51:2 52:4,15 53:9,15 53:25 56:10 60:21 61:14,24 62:2 lefthand 39:1 legal 5:21 length 41:12 lenses 33:13 leon 52:12 54:18 letter 17:1 license 13:21 14:3,4 14:5 43:15 life 29:18 35:18 64:2 lift 25:16 lifting 18:12 light 50:14 lights 37:23 likewise 5:14 limitations 25:10 25:14,19 linda 12:17 18:19 lines 6:18 18:15,15 little 9:25 59:20 live 6:12,13,23 7:22 7:22 8:25 9:2
--	--	---	--	---

11:18 13:5 lived 6:21 29:18 59:12 lives 9:1 13:8,11,12 living 36:24 located 20:23 27:22 30:23 lock 23:17,17 long 6:21 7:2,12 19:7,16 21:15 22:15,19 28:25 57:11 59:12 61:16 look 38:16 64:22 looked 38:8 41:10 looking 45:20 56:23 looks 34:11 53:8 54:14 55:3,6 lossed 35:1 lost 63:15 lot 18:12 31:4 41:10,12 58:3 loud 5:8 lukes 29:22,24,25 30:14 35:12,14 60:17 64:20	marks 43:7 marriage 7:14,16 married 7:2,6,10 7:12 8:18 9:20,21 10:12 12:16 37:11 mary 30:9 mask 5:11 matter 4:13 mcmillan 64:5,6,10 mean 11:16 21:5 22:9 25:16 29:10 35:21 38:2 58:19 59:16,17 62:7 means 5:2,2 28:8 measured 58:12 medical 28:11 medication 31:20 33:8 57:7 58:2 59:10,12 medicine 57:4 58:3 58:4 medlin 7:20 13:7 memorial 10:11 30:11 mental 36:4 mentioned 54:22 messed 23:18 56:11 56:25 57:1 61:13 62:2 metal 23:20 58:22 microphones 5:11 middle 64:12 military 29:16 miller 1:10 2:16,17 4:18 39:23 40:14 40:17,19 43:12,21 44:21 45:24 46:6 47:1,4 62:14 milligrams 57:8 mind 36:13 minivan 39:18 minutes 62:19 misty 7:20 8:12,16 9:2	mixed 34:1 molding 8:15 mom 11:17 31:2 money 20:2 60:10 month 26:1 58:1,24 59:1 months 15:4,5,7 17:25 50:11 57:12 moral 5:21 morning 16:19 49:17,21 mornings 49:19 morphine 57:9,11 morphines 57:19 mother 11:12 mouth 36:12 move 56:6 mri 24:8,11 mr 53:8 multiple 28:3 myelogram 54:14	needles 58:10 nerve 54:24,25 55:1 56:25 57:1,4 58:6,7,12,13,15 58:16 nerves 27:16 56:11 57:8 neurologist 27:15 neurotin 57:8 never 31:4 34:1 60:11 new 46:14 59:8 nigh 34:15 night 11:4 48:12 nod 5:12 normal 58:8 norris 2:21 66:9 north 26:4 29:25 30:18 52:18,23 55:12 60:16 notary 3:7 4:3 65:5 66:10 notice 1:19 4:1 number 13:19 14:4 43:7,16 44:7 45:13,18 nurse 10:8 nursing 11:13 13:4	okay 4:23 5:6,17 6:2,9 9:23 13:10 16:8 17:3,4 21:2 21:24 25:6 26:3 27:13 37:12 40:23 42:21,25 43:1 44:5,8,15 45:14 50:15 51:25 57:23 60:13 62:21,22 63:2,5,25 64:24 old 10:22 35:6 oldest 7:20 once 58:1 59:4,24 ones 26:5 27:10 31:3 51:24,25 ongoing 6:9 31:5 onthejob 29:9 openended 28:10 operating 23:11,13 opinion 55:23 opposite 40:2 oral 31:20 65:15 organizations 36:10 original 65:21 originally 10:25 orthopedic 27:12 51:17 osteophytes 54:8 outofstate 64:19 outside 11:12 overcompensate 61:24 owens 9:9,11,20,21 13:7
M m 1:21 34:8,9 62:23,24 65:1 machine 32:9,11 machines 5:14 mack 8:15 magnolia 11:15 maiden 7:4 mall 33:20 man 18:17 20:3 41:22 47:16 48:13 manner 65:12 manor 11:15 mark 43:6 marked 3:12 market 2:5				P p 2:4 page 3:2 4:22 16:1 pages 43:4 65:17 paid 26:17,22,23 26:25 pain 25:22,24 26:2 33:9 52:5 57:22
		N name 4:17 6:25 7:4 7:25 8:12,20 12:7 12:22,24 13:6 16:11 20:17 33:19,20 35:15 48:6 54:22 55:13 63:9 64:12 names 7:19 11:8,24 13:14 16:6 48:7 51:6,11,24 53:3 54:23 nearsighted 34:1 neck 17:17,21 53:16,18,19,21,23 54:1,3,9,15 55:18 55:19,20 56:9 58:21 60:21 62:1 need 5:2,8 6:2,4 32:9 34:7,20 37:23 51:19 needed 30:4	O o 2:21 66:9 oak 21:3 oath 5:19 65:14 objections 65:24 obtain 64:22 occurred 40:7 41:8 oclock 37:6 october 1:21 65:7 offered 65:24 office 47:25 54:19 officer 42:5,7 43:10 43:14,20 46:21 47:11 official 65:23 66:2 oh 9:15 13:15	

57:24	planner 64:2	pulled 38:6,7,9,10	58:7 64:23	resumed 34:10
panel 49:12	planning 61:9	38:14 41:11 49:3	regional 24:5 29:21	43:9 62:25
pants 56:7	plans 59:25	purpose 65:22	29:22	retained 3:12 43:8
papers 11:4	pleas 1:1	pursuant 1:19 4:1	regular 33:8	65:21
parents 11:6	please 5:4 13:25	put 18:15 19:15	relationship 59:15	reversal 56:15
part 9:16 38:25	point 2:5 5:3 6:2	31:12 33:25 34:2	relative 65:9	revoked 14:6
39:20 48:24	15:20 47:9	53:11 56:13	relatives 13:5	reynolds 18:3,10
parties 4:5 65:10	police 42:5,7 43:10	58:10	releasing 55:17	18:14,17,18 19:7
65:11	43:14,20 46:20		remember 11:17	19:12,21,24 23:4
passed 7:15 47:6	47:11	Q	16:6 24:6,14,18	41:24 64:7,7
62:15	possession 65:22	qualified 65:7	25:11 26:3 27:8	right 4:19 10:6,13
passenger 34:22	possibly 27:8 29:20	question 4:22 5:4,8	27:22 30:2 35:15	10:22 12:9 14:20
paving 19:13,20,23	posta 19:4 30:8	9:16 22:7 34:12	36:19,22 40:15,20	15:20 17:1,17,21
20:1,3,7	32:3,20 53:6 55:9	36:7	41:18 47:8 48:6	18:6,9,24 23:6
pay 21:9 27:3 28:11	55:11,16,22 57:3	questions 5:25 63:4	51:6,11,24 53:1	25:18,18 26:10,18
paying 28:15 60:5	59:4,23	64:15,25 65:16	53:20,21 54:7,22	26:22 28:19
payment 28:8	potentially 28:10	quick 34:7 49:1	54:25 55:1,13	29:13 30:1,19
peach 11:11	prescribed 32:1	quit 11:3	63:11,17,20 64:2	32:13 33:18 34:7
pedestrian 34:23	prescription 50:4	quite 23:5	64:3	34:19 36:8,18
pelham 24:6,24	present 2:16	R	remembered 54:21	38:7,10,12 39:5
29:22 48:5,5,8	pressure 31:6 33:5	raise 56:6	rendered 17:8	40:16 41:5,15,21
49:14,21 50:15	pretty 18:25 32:14	ran 18:11 19:15	repairable 39:6	45:17 46:9 47:6
51:15,21,22,24	privilege 6:8	23:18	repaired 39:8,10	49:15 51:5,8 52:5
pending 15:13,15	probably 21:18	reached 26:17,19	repeating 5:10	52:7,13 53:15,16
15:17	28:5 29:6 35:5	read 34:4	rephrase 5:5,16	54:7 55:5 56:1,2
people 43:16 44:3,6	37:6 40:4,5 41:11	reading 4:8 65:20	replacement 55:15	56:23,24 59:8,23
62:8,11	48:25 49:3 54:12	really 6:5 55:4	59:9	60:24 61:3,7,10
personnel 42:2	problems 25:24	reason 5:24 14:6	replacements	61:12,13,15,17,21
phillip 41:1 43:13	31:5 51:2 56:5	44:19,23 45:5,9	52:22	62:13,17 63:10,16
44:16	61:17	reasons 17:13,14	report 42:17,24	64:14,18
photographs 46:15	procedure 65:20	17:20	63:14	righthand 42:13
46:18	proceedings 46:10	rebecca 7:5	reported 2:20	rightofway 46:3,6
physical 26:1,1,3	pronounced 41:2,2	recall 31:3	reporter 4:2,25	ring 34:17
26:25 27:1 29:3	41:4	received 61:6	43:7 65:5,9,21	road 6:15 21:3
50:10	proper 65:23	receiving 15:19	66:9	36:25 37:25 38:9
pickup 34:24	propounded 65:16	recliner 57:18	represent 4:17	38:14,17 41:11
pills 33:9 58:14	prospect 46:14	recommended 59:5	represented 26:12	47:14
pine 2:11 4:6 65:8	prosthetic 56:13	recommunicate 5:5	requesting 17:1	roadway 37:25
pipe 18:13	protect 22:25 23:20	record 5:12 34:8,9	required 4:3	39:25
place 4:23 18:2	provide 55:22	34:11 62:23,24	response 34:16	robbie 4:17
33:19	64:21	63:1 65:18	53:2 54:4	robert 2:9
placed 5:19 65:14	providers 64:19	recording 5:10	responsibility 5:21	rodriquez 52:10,19
places 50:20 53:14	public 3:7 4:3 65:6	records 51:8,12,19	result 60:23	rollers 23:18
plaintiff 1:7 2:7	66:10	52:14 55:6,21	results 15:21 50:2	room 5:1 22:8 24:2
plan 59:10	pull 46:5 56:24		58:15	24:8 27:11 35:14

48:9 50:17,23	27:15 28:22	shes 5:10,11 7:20	13:22,24 14:2,5,7	63:19,22,24 64:1
rotator 23:24 24:25	33:19 34:3 35:13	7:20 9:24 10:1,8	14:9,11,13,17,21	64:4,13,17,18
rough 59:21	35:24 38:15,18,23	10:20 12:10	14:23,25 15:6,8	sister 11:23 12:20
roughly 29:6 61:19	40:13 41:2,4,8,10	shock 58:9	15:10,18,21 16:9	64:7
roy 11:25 12:1,2	41:13 43:10,13,17	shot 31:23,24 32:1	16:13,25 17:23	sisters 11:18
rule 4:4	43:20,23 44:2,4	32:10 52:15	18:1,22,25 19:6	site 23:6,8 37:8,10
rules 4:21	45:24 52:1 57:25	55:13 61:1,1	19:11,22,25 20:20	sitting 40:19 60:10
run 6:18 24:8 30:3	59:25	shots 31:12,12,14	21:7 22:2,4,18	six 19:8 20:8,13
running 23:10,16	seeing 27:8 53:1	31:22 32:18	23:2,7,12 24:3,16	57:12,12
S	58:24 59:3,23	58:20	24:20 25:2,4,9,11	skin 56:24
samuel 2:3 15:12	seen 27:24 29:1,3,4	shoulder 22:21,23	25:15,20,23,25	skinned 29:11
san 57:2,3	32:4 42:17 43:2	23:25 24:9,13	26:11,13,15,24	skoal 37:16
sanchez 51:13,16	51:20,23 52:9	25:1 27:6 28:12	27:2,4,7,14,17,21	sleep 48:12 57:17
51:23,25 52:1,3	54:20 55:18 59:1	28:23 29:2,4	28:18,21,24 29:6	57:17
52:19,25 54:18,21	60:16,17	31:16,18 33:3	29:8,10,15,17,19	slip 35:25
55:11,17	sell 21:9	36:14 48:17,18	29:25 30:10,12,19	smarter 11:5
sanchezs 55:7	selling 20:14,21	49:6,9 51:2 52:5	30:21 31:4,21	social 13:19 15:15
saw 16:24 27:10	send 15:22 16:5	52:15,22 53:9,15	32:5,7,17,19 33:2	15:24 16:1,12
41:9 43:3,3 51:13	17:1 26:6 48:11	53:25 54:1,25	33:4,11,23,25	17:7,11 60:25
51:15 52:3,10	52:19	55:9,15 56:10,14	34:6 35:3,5,10,15	sold 21:9
55:7,23 61:3	sent 15:15 16:3,6	56:15,16 58:21,23	35:17,19 36:3,6	somebody 27:15
saying 28:12	16:10,12 17:5	59:9 60:6,21,24	36:11,15,17 37:4	63:9
says 15:16 41:3	25:25 26:4,7 29:3	61:7,10,12,13,15	37:9,11,14,18,22	son 47:17 49:18
scan 54:16	39:9 48:5 49:24	61:17,22,24	37:24 38:6,22,24	soon 19:23 48:15
scene 41:21 47:2,9	50:10,23 51:5,10	shovel 18:13	39:7,13,24 40:3,9	sorry 7:16 9:15
47:20	51:21,25 52:1,20	show 16:23 42:19	40:11 41:15,17,22	13:15 45:17,17
school 9:23 11:2,4	55:8,10	42:23	42:1,6,8,12,14,18	48:7 50:21 51:7
scott 9:11,20,21	service 37:14,15	shows 44:14 45:12	43:3,24 44:13,18	54:6
seal 66:2	38:6,7	45:17	44:20,24 45:1,8	sort 6:9,18 45:15
sealing 65:22	set 66:2	shults 1:5,16 4:15	45:16,19,23,25	sound 5:15 18:23
seatbelt 48:22 49:3	settle 28:3,6,7,14	4:17 6:12 7:21	46:2,4,8,9,22,25	52:5 53:16 54:9
49:4,7	28:14	11:25 13:6,9,11	47:3,5,7,10,19,21	55:4 56:1
seay 41:1,1,2,2,4,14	settled 60:2	13:14 14:3 20:18	47:25 48:3,10,21	sounds 52:13 53:13
42:20 43:13,23	settlement 26:17,19	43:12 63:1 64:14	48:23 49:5,8,10	55:5 56:2 63:10
44:16 45:10,22	27:4	64:14 65:5	49:16,22 50:3,5,7	south 1:1 2:6,11,12
46:5 47:6 62:15	seven 6:22	sick 31:4	50:14,18 51:1,4	4:3,6,6 13:21
seays 62:16	sewed 35:10,11	side 39:3,4,21	51:18 52:6,16	14:2 65:6,8,8
second 55:23	sewer 18:15	50:18 62:2	53:10,12,17,22,24	66:10
section 4:4	shake 5:12	signing 4:9 65:20	54:17 55:20 56:2	spartanburg 1:3
security 13:19	shallcross 15:23	similar 5:15	56:4,15 57:6,14	2:12 4:6 6:16,17
15:15,24 16:1,12	33:10 57:3,5,25	sinus 22:5	57:21,24 58:3,11	7:22 9:2 10:25
17:7,12 60:25	58:7,14,24 59:3	sir 4:20,24 5:7,18	58:13,22,25 59:2	11:19 13:5,8,11
see 5:12 13:25	59:14,15,19,23	5:20,23 6:1,10,20	59:7 60:1,4,7,9,19	13:12,15 24:5,19
23:15,16 24:9,12	sheriffs 12:4	7:24 8:5,7,9 9:24	61:5,8,11 62:1,5	24:22 29:18,21,22
	sherry 7:9,17	10:14 11:1,7 12:6	62:10,22 63:6,17	30:14 65:8

speak 40:10,12,14 41:14 42:7 43:20 43:23 65:15 speaking 63:20 64:3 spoke 63:9,11 spoken 63:8 sports 35:24 springs 46:13 spurring 54:11 st 29:22,23,24,25 30:5,13,14 35:12 35:14 55:24 60:16 64:20 start 24:10 48:14 61:12 started 19:9,24 20:14 49:13 61:17,22 state 1:1 65:6 states 55:17 station 37:14,15 38:6,7 status 15:14 stayed 20:11,12 steadman 25:4 27:9,12 steve 20:4,6 stipulations 65:24 stop 21:19,24 37:12 38:7 57:22 stopped 28:15 37:14 storm 18:15 straight 34:2 37:10 straighten 56:11 street 2:11 4:6 20:25 65:8 stroke 12:14 stumped 30:2 successful 25:8,22 56:3 suffer 23:22 sugar 31:11 32:6 summons 44:7	sun 23:15 supervisor 18:11 support 20:13 sure 15:25 17:2 18:25 27:17 35:16 40:24 42:4 42:20 46:14 48:25 49:3 52:21 58:17,17 59:19 63:4,9 surgeon 51:16,17 52:22 surgeries 33:1 36:13,14 53:23 59:5 surgery 24:15,17 24:23 25:8,21,24 26:23 27:6,9 30:8 31:9,11,22 52:2 52:25 53:6,8 54:24 55:24 56:3 56:5,9,13,17,22 60:10,14,21 61:2 suspended 14:5 swap 10:3 swapping 58:5 swofford 10:18,21 sworn 4:12,15 T t 59:20 tag 14:8 take 4:1,23 5:9,13 6:2,4 12:19 28:8 31:2,14,20 32:10 32:18 33:8,9 34:7 46:15,18 57:4,8,9 57:16 60:20 taken 1:20 4:2 65:5 65:16 talk 5:3 36:18 62:20 63:18 talked 43:19 60:20 talking 15:23 16:5 22:16 37:5 44:2	tear 24:25 tell 4:12 5:22 6:4 8:22 11:24 12:3 13:5 16:16,17,18 17:12 38:13 41:16 42:9 53:18 58:15 telling 25:14 34:11 51:14 54:7 58:6 61:21 ten 21:20 22:10 tends 8:17 test 58:7 testified 4:15 14:16 testimony 6:5 65:18 testing 58:16 thank 14:2,5 30:19 31:4 46:9 64:18 thats 5:1 6:3,7 8:21 9:12,21 11:16 12:9 13:12 18:9 20:22 21:20 22:7 29:25 30:8 36:9 43:13 44:5 58:2 59:21 61:19 62:12,17 63:3 64:7,24 therapy 26:1,2,3,25 27:1 29:4 50:10 thereabouts 37:7 theres 30:14 32:16 theyll 60:14 theyre 18:18 54:18 64:11 theys 52:8 54:20 theyve 43:25 50:18 58:3 thing 38:8 58:9 64:18 things 5:2 27:13 34:3 35:25 think 13:12,15 16:16 18:7,9 24:10 32:20	33:20 36:3,7,12 38:20 39:5,17 40:6,16 42:18,20 45:8 46:13 49:3,6 50:9 52:9,20,24 55:10 57:22 58:22 63:12,14 thought 30:15 48:15 three 7:3,18 10:12 11:15,22 15:4,5,7 16:22 17:25 18:5 26:5 43:11,16 44:3,6 50:9,12,16 52:8 53:14 54:20 61:5,13 62:19 throwed 22:24 23:20 thumb 29:11 ticket 42:20 44:7 44:14 tickets 42:15 44:1 46:10 till 22:11 31:9 time 6:7 17:24 18:4 19:20 20:19 23:1 29:7 36:22,24 37:5 38:16,16 41:9,10,13 48:22 49:1,19 52:3 55:18 times 7:6 50:16 57:9,10 timmy 8:1,2,3 titanium 58:23 today 4:23 5:24 42:11 64:15 toe 30:2 told 16:19 19:2 42:11 49:14 50:20,22,25 51:20 52:4 56:21 57:1,2 60:25 61:1 63:1 top 23:19 27:3 total 35:1	totally 60:8 touch 55:11,14 town 40:5 tractors 20:16 transcribed 65:16 traumas 35:25 traumatic 35:20 traumatictype 36:2 treat 59:10 treatment 36:5 61:6,9 tried 57:13,14 58:20 trouble 56:7 truck 34:24 35:8 37:2,3,17 38:25 39:4,12,14,18,20 41:20 42:4 47:13 47:16 trucking 10:18,21 trucks 20:16 true 65:17 trust 59:17 truth 4:12,13,13 5:22 65:15 truthful 5:25 try 31:13 54:24 trying 9:14 16:4 36:1 53:3 tube 53:11 turn 38:10,11 42:13 twice 7:7 two 11:15,22 16:22 26:1,5 31:10,23 35:18 36:13 43:4 50:16 52:8,9 53:14 54:20 60:9 64:19 twopage 42:23 type 36:4,14 U uh 57:3,3 uhhuh 31:17 43:5
---	--	--	--	---

uhhuhs 5:14 umhums 5:15 unable 17:9,13,20 uncle 13:8,11 understand 5:4,6 5:19,21,24 21:22 23:5 26:22 28:6 28:12 30:13 41:1 54:14 61:21 understood 64:15 unit 44:10,21 upside 45:20 use 56:6 61:14,14 61:24 utilities 18:3,10,14 18:15 19:7,12,21 19:24 64:8	wages 63:15 waited 47:14 waived 4:10 waiver 3:3 4:7 waldon 31:1 want 4:21 17:14 25:7 40:15 42:3 54:12 60:9 wanted 6:11 15:6 ward 2:10 4:5 65:7 wasnt 21:1,25 59:7 62:18 watch 31:13 water 18:15 way 5:9 40:3 49:6,9 51:10 ways 28:3,6 wear 33:12,25 34:5 weather 37:19,20 weeks 16:22 61:4,5 weight 25:16,16 weightwise 25:12 wendy 7:20,22 8:8 9:17 63:25 wendys 9:18 went 11:3,3 16:18 18:20,20 19:23 22:21 24:8 25:9 25:10,13 26:2,18 29:10 30:2,17 31:9 33:16 34:13 34:18 40:13 41:11,19 47:25 48:2,8 49:17 50:11,14 51:14 55:16 60:25 west 40:5 weve 60:20 whats 4:23 6:5,14 6:25 7:4,25 8:12 8:20 12:7,24 13:17 15:14 28:7 33:19 54:2 56:21 62:1 whereof 66:2	wheres 18:2 whichever 26:5 white 39:16 whos 18:17 63:7 wife 6:24 7:8 10:5 20:11 30:3 31:25 32:9,11 48:13 49:13 62:18 wifes 8:20 12:7 60:11 wilkins 6:15 36:25 wilson 7:9,10 window 48:25 windshield 22:24 23:14,14,16,17,19 23:22 35:22 witness 14:1 66:2 witnesses 62:6,7,9 wont 56:11 wore 60:24 work 8:4,8 10:15 10:17 11:12 12:10,19 13:5 15:6,16 17:9,13 17:20 18:13 19:1 19:2,7,12,16 20:7 20:8,9,19 25:9,10 25:13 26:18 36:21 37:8,10 47:24 49:4,14,18 49:19 50:8,12,14 worked 11:13,15 18:2,4,23 19:5,9 30:3 64:5,8 workers 14:19 26:10,14,16 28:1 28:3,4,9,19 35:22 52:24 55:10 60:2 working 9:24 10:1 19:21 23:1,3,6 25:19 29:7 36:22 workmens 26:9 52:1 works 8:11,15,23 10:10 12:4 13:4	34:13 41:7 worried 40:23 worse 56:16,18,19 56:21 wouldnt 46:3 52:25 54:21 55:11,14 wouldve 27:20,24 46:13 49:9 51:20 51:23 wrap 62:20 wreck 14:15 wrecked 34:24 wright 12:23 13:6 write 50:8 wrong 21:25 32:16 56:21 62:1 wrote 50:9,12	58:24 60:22 61:9 61:21 youve 4:18 5:19,21 10:12 14:18 16:2 22:9 29:18 30:5 32:11 36:13 60:16,17 64:20
V				
v 59:20 vehicle 14:8 39:11 39:12,14,23 40:8 40:25 41:8 42:13 43:12,12,13 45:4 45:15 47:20 vehicles 43:11,17 46:15 verbal 5:9 34:16 53:2 54:4 verbally 5:16 viar 21:12,14,15 22:3 30:22,25 60:17 64:20 village 24:24 29:22 48:5,8 49:14,21 50:15 51:15,21 vision 33:16,22 34:13,13,14 visit 55:16 vocation 63:22,23 vocational 63:12 vs 1:8				
W				
w 11:9				
Z				
0				
00 37:6,6,7,21 000 27:4 39:5 003296545 14:4 04 19:9,19 22:21,23 23:9 24:12 25:3 28:14 66:11 05 29:6 08 62:23 09 51:14 52:4 55:7				
1				
1 13:13 43:6,8,12 44:21 45:24 10 18:7 19:10 34:8 34:9 35:2 66:5 10th 11:3 11 9:5 62:23,24 65:1 14 10:22 15 21:18 17 35:5 18 9:6,8 35:6 191710 4:4 1976 4:4				
2				
2 43:12 44:10 45:18 45:20 20 35:4 62:24 2004 31:18 2009 22:14,16,17 22:20 28:25,25 34:20 36:18 42:25 60:3,23 61:18				

2010 18:8,23 19:1 31:15,19 32:21	68 3:7
2012 1:21 65:7 66:5	7
2012cp423951 1:3	7 49:20
2015 14:4	72 7:11
2018 66:11	75 27:4
21 51:14 52:4	764 6:15
22 66:11	8
22nd 22:17,20	8 21:3
34:20 36:18	835 21:3
42:25	864 2:23
23 65:1	9
233 2:11 4:5 65:8	9 1:21 13:18 14:4
2353518 2:23	911 41:22,25
26 34:8	99 19:19
29 13:18 14:4 65:7	
292 38:4,5,9,10	
40:1 46:1,3,5	
29302 2:12	
29322 6:15	
29607 2:6	
29th 1:20	
3	
3 39:5 43:13 45:13	
45:22	
30 4:4 7:13 49:20	
300 57:8	
31 66:5	
33 2:5	
34 7:21 34:9	
36 7:21	
38 7:20	
4	
43:3,5	
45 3:13	
5	
5 37:6,21	
50 1:21	
53 13:18	
6	
6 37:6,7	
67 65:17	

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

Dickie Shults,

Plaintiff,

vs.

C.A. No.: 2011-CP-42-3081

Philip M. Seay, the Estate of Philip M.
Seay, and Lisa A. Seay, individually,
and as the Personal Representative of
the Estate of Philip M. Seay,

Defendants.

FILED
CLERK OF COURT
SPARTANBURG COUNTY
2011 JUL 28 AM 9:26
M. HOPE BLACKLEY

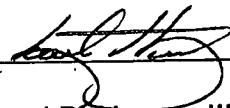
AMENDED SUMMONS AND NOTICE

TO: Philip M. Seay

You are hereby summoned and required to answer the Complaint in this action -- a copy of which is attached hereto and herewith served upon you; and to serve a copy of your Answer to this Complaint upon the subscriber at 33 Market Point Drive, Greenville, SC 29607, within thirty (30) days after the service hereof, exclusive of the day of such service; and if you fail to answer the Complaint within this thirty (30) day period, the Plaintiff(s) will apply to the Court for the relief demanded in the Complaint and judgment will be taken against you by default.

HARMS LAW FIRM, P.A.

July 27, 2011

By: 

Samuel D. Harms, III, Esq.
SC Bar Number: 13537
33 Market Point Drive
Greenville, SC 29607
(864) 277-0102

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

Dickie Shults,

Plaintiff,

vs.

C.A. No.: 2011-CP-42-3081

Philip M. Seay, the Estate of Philip M.
Seay, and Lisa A. Seay, individually,
and as the Personal Representative of
the Estate of Philip M. Seay,

Defendants.

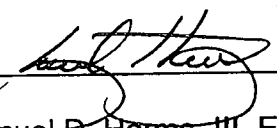
AMENDED SUMMONS AND NOTICE

TO: Estate of Philip M. Seay

You are hereby summoned and required to answer the Complaint in this action -- a copy of which is attached hereto and herewith served upon you; and to serve a copy of your Answer to this Complaint upon the subscriber at 33 Market Point Drive, Greenville, SC 29607, within thirty (30) days after the service hereof, exclusive of the day of such service; and if you fail to answer the Complaint within this thirty (30) day period, the Plaintiff(s) will apply to the Court for the relief demanded in the Complaint and judgment will be taken against you by default.

HARMS LAW FIRM, P.A.

July 27, 2011

By: 

Samuel D. Harms, III, Esq.
SC Bar Number: 13537
33 Market Point Drive
Greenville, SC 29607
(864) 277-0102

FILED
CLERK OF COURT
SPARTANBURG COUNTY
2011 JUL 28 AM 9:26
M. HOPE BLACKLEY

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

Dickie Shults,

Plaintiff,

vs.

Philip M. Seay, the Estate of Philip M.
Seay, and Lisa A. Seay, individually,
and as the Personal Representative of
the Estate of Philip M. Seay,

Defendants.

C.A. No.: 2011-CP-42-3081

FILED
CLERK OF COURT
SPARTANBURG COUNTY
2011 JUL 28 AM 9:26
M. HOPE BLACKLEY

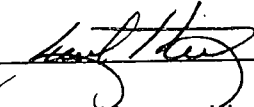
AMENDED SUMMONS AND NOTICE

TO: Lisa A. Seay

You are hereby summoned and required to answer the Complaint in this action -- a copy of which is attached hereto and herewith served upon you; and to serve a copy of your Answer to this Complaint upon the subscriber at 33 Market Point Drive, Greenville, SC 29607, within thirty (30) days after the service hereof, exclusive of the day of such service; and if you fail to answer the Complaint within this thirty (30) day period, the Plaintiff(s) will apply to the Court for the relief demanded in the Complaint and judgment will be taken against you by default.

HARMS LAW FIRM, P.A.

July 27, 2011

By: 

Samuel D. Harms, III, Esq.
SC Bar Number: 13537
33 Market Point Drive
Greenville, SC 29607
(864) 277-0102

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

Dickie Shults,

Plaintiff,

vs.

C.A. No.: 2011-CP-42-3081

Philip M. Seay, the Estate of Philip M.
Seay, and Lisa A. Seay, individually,
and as the Personal Representative of
the Estate of Philip M. Seay,

Defendants.

FILED
CLERK OF COURT
SPARTANBURG COUNTY
2011 JUL 28 AM 9:26
M. HOPE BLACKLEY

AMENDED COMPLAINT

The Plaintiff, complaining of the above named Defendant(s), will respectfully establish to the Court the following:

THE PARTIES

1. Plaintiff Dickie Shults (hereinafter "Shults") is a resident of Spartanburg County, South Carolina.
2. Defendant Philip M. Seay (hereinafter "Philip Seay") is a resident of Spartanburg County, South Carolina. Upon information and belief, Defendant Philip Seay died on or about September 9, 2009.
3. Defendant Estate of Philip M. Seay is the Estate of Defendant Philip M. Seay established by the Spartanburg County Probate Court with a case number of ES-2009-42-1664.
4. Defendant Lisa A. Seay (hereinafter "Lisa Seay") is a resident of Spartanburg County, South Carolina. Defendant Lisa A. Seay has been

appointed the Personal Representative of the Estate of Philip M. Seay. Defendant Lisa Seay is sued in both her individual capacity and in her capacity as the Personal Representative of the Estate of Philip M. Seay.

JURISDICTION

5. This Court has jurisdiction over these matters based upon Article V, Section 11 (Jurisdiction of Circuit Court), of the South Carolina Constitution; S.C. Code § 36-2-802 (Personal Jurisdiction Based Upon Enduring Relationship); and, S.C. Code § 36-2-803 (Personal Jurisdiction Based Upon Conduct).
6. The amount in controversy exceeds the threshold amount required for additional interrogatories under SCRCP, Rule 33(b)(9).

VENUE

7. Venue is proper in this Court because at least one Defendant is a resident of Spartanburg County, South Carolina.

COMMON FACTUAL ALLEGATIONS

8. On or about July 22, 2009, Plaintiff was entering SC 292 in Spartanburg County, South Carolina to travel east on SC 292. At the same time, Defendant Philip Seay was driving south on Miller Farm Road.
9. Defendant Philip Seay was driving a vehicle owned by Defendant Lisa Seay.
10. At the intersection of SC 292 and Miller Farm Road there is a traffic control device.

FILED
CLERK OF COURT
SPARTANBURG COUNTY
2011 JUL 28 AM 9:26
M. HOPE BLACKBURN

11. When Defendant Philip Seay approached the intersection of SC 292 and Miller Farm Road, the Defendant disregarded the traffic control device and struck a vehicle traveling on SC 292 driven by Angela Miller. The vehicle driven by Angela Miller then struck the Plaintiff's vehicle.
12. After the collision on July 22, 2009, Defendant Philip Seay died on or about September 9, 2009. The Estate of Philip Seay has assumed all of the assets and liabilities of Defendant Philip Seay.

FOR A FIRST CAUSE OF ACTION
(Negligence, Gross Negligence)
(Philip Seay and the Estate of Philip Seay)

13. The Plaintiff(s) reaffirm and reiterate all of the allegations contained in Common Factual Allegations above, as if repeated herein.
14. Defendant Philip Seay acted in a negligent, grossly negligent, careless and reckless manner. In particular, the Defendant:
 - a. Drove too fast for the conditions;
 - b. Failed to maintain control over the vehicle;
 - c. Failed to obey a traffic control signal or sign;
 - d. Failed to yield the right-of-way;
 - e. Failed to keep a proper lookout;
 - f. Failed to comply with all of the motor vehicle laws of the State of South Carolina.
15. Defendant Philip Seay failed to take advantage of any last clear chance to avoid the wreck.

FILED
CLERK OF COURT
SPARTANBURG COUNTY
JUL 28 AM 9:26
J. HOPE ACKLEY

16. Plaintiff Shults suffered past and future damages as a direct and proximate cause of the wreck, including:
- a. Bodily injury;
 - b. Pain and suffering;
 - c. Lost time or income or earning capacity;
 - d. Medical expenses;
 - e. The loss of the enjoyment of life.
17. The Estate of Philip Seay is liable for the damages caused to the Plaintiff by Defendant Philip Seay.

FOR A SECOND CAUSE OF ACTION
(Negligent Inspection & Maintenance)
(Lisa Seay)

18. The Plaintiff(s) reaffirm and reiterate all of the allegations contained in the Common Factual Allegations above, as if repeated herein.
19. Upon information and belief, Defendant Lisa Seay acted in a negligent, grossly negligent, careless and reckless manner when the Defendant inspected and maintained the vehicle involved in the wreck.
20. Plaintiff Shults suffered past and future damages as a direct and proximate cause of the Defendant's actions, including:
- a. Bodily injury;
 - b. Pain and suffering;
 - c. Lost time or income or earning capacity;
 - d. Medical expenses;
 - e. The loss of the enjoyment of life.

FILED
CLERK OF COURT
SPARTANBURG COUNTY
2011 JUL 28 AM 9:26
M. HOPE BLAGLEY

FOR A THIRD CAUSE OF ACTION

(Negligent Entrustment)
(Lisa Seay)

21. The Plaintiff(s) reaffirm and reiterate all of the allegations contained in the Common Factual Allegations above, as if repeated herein.
22. Upon information and belief, Defendant Lisa Seay acted in a negligent, grossly negligent, careless and reckless manner when the Defendant entrusted the Defendant's vehicle to Defendant Philip Seay. In particular, Defendant Lisa Seay:
- a. Upon information and belief, allowed Defendant Philip Seay to operate her vehicle when she knew or should have known that Defendant Philip Seay did not have the physical or mental capacity to safely operate the vehicle.
23. Plaintiff Shults suffered past and future damages as a direct and proximate cause of the Defendant's actions, including:
- a. Bodily injury;
 - b. Pain and suffering;
 - c. Lost time or income or earning capacity;
 - d. Medical expenses;
 - e. The loss of the enjoyment of life.

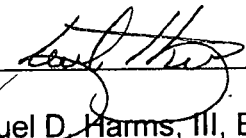
FILED
CLERK OF COURT
SPARTANBURG COUNTY
2011 JUL 28 AM 9:26
M. HOPE BLACKLEY

[Continued Next Page]

WHEREFORE, judgment should be entered for actual and punitive damages; the costs and expenses of this action, and; any further relief that the Court deems just and appropriate.

HARMS LAW FIRM, P.A.

July 27, 2011

By: 

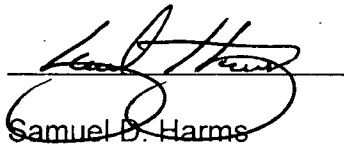
Samuel D. Harms, III, Esq.
SC Bar Number: 13537
33 Market Point Drive
Greenville, SC 29607
(864) 277-0102

FILED
CLERK OF COURT
SPARTANBURG COUNTY
2011 JUL 28 AM 9:26
M. HOPE BLACKLEY

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.

June 27, 2015

A handwritten signature in black ink, appearing to read "Samuel D. Harms", is written over a horizontal line.

Samuel D. Harms

S.C. Bar No: 13537

Harms Law Firm, P.A.

33 Market Point Drive

Greenville, SC 29607

(864) 277-0102

Attorney for Appellant