

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

ORIGINAL

APPEAL FROM THE SOUTH CAROLINA
WORKERS' COMPENSATION COMMISSION
APPELLATE PANEL

Appellate Case No. 2015-000486
W.C.C. File No. 1219902

RECEIVED

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SC Court of Appeals

Anthony Ransom, Claimant, ... Respondent,

v.

John Clark, Employer, Builders Firstsource, and Liberty Mutual Insurance Co.,
Carrier, and S.C. Uninsured Employers Fund, Defendant,

of whom Builders Firstsource and Liberty Mutual Insurance Co. are the Appellants.

RECORD ON APPEAL

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**DECISION AND ORDER
OF THE
SOUTH CAROLINA WORKERS' COMPENSATION COMMISSION
WCC FILE NO.: 1219902**

ANTHONY RANSOM,

Employee / Claimant,

v.

JOHN CLARK

Employer,

and

BUILDERS FIRSTSOURCE, INC.,

SOUTH CAROLINA UNINSURED EMPLOYERS FUND

and

LIBERTY INSURANCE COMPANY (FOR BUILDERS FIRSTSOURCE),

Carrier/Defendants.

Hearing: Held in Conway, South Carolina on July 9, 2013.

Appearances: J. Alan Bass of Myrtle Beach, South Carolina for Claimant.

Brandon Hylton of Florence, South Carolina for the Defendants
Builders FirstSource, Inc. and Liberty Insurance Company

Lisa C. Glover of Columbia, South Carolina for South Carolina
Uninsured Employers Fund

John Clark of Murrells Inlet, South Carolina, *pro se*.

Purpose: To determine issues as set forth in the Forms 50 and 51.

Decision and Order: Melody L. James, Commissioner

Filed: **February 18, 2014**

STATEMENT OF THE CASE

Anthony Ransom was hired by John Clark in August, 2012. With the exception of a two week interval, Mr. Ransom worked for Mr. Clark until November 18, 2012.

On Sunday, November 18, 2012, Mr. Ransom drove to a job site in a housing development known as *Lafayette Park* in Little River, South Carolina. When he arrived at the job site, Mr. Ransom climbed onto the roof of a house which was being framed by Mr. Clark's employees in order to place a tarp over a hole in the roof. In the process of spreading the tarp over the hole in the roof, Mr. Ransom "flapped" the tarp in order to get enough air under it so it would lie down. Unfortunately, the wind caught the tarp and Mr. Ransom was forced head first through the hole in the roof. On his way through the hole, Mr. Ransom struck two rafters, pinballing back and forth between the two.

As a result of this accident, Mr. Ransom's suffered injuries to his head, face, neck, upper back, mid back, lower back, right shoulder, left leg, left hip and right knee. All injuries except those to Mr. Ransom's head, right shoulder and lower back have resolved. John Clark denies that Mr. Ransom suffered an injury arising out of and in the course and scope of his employment. The basis of Mr. Clark's denial is his allegation that he told Mr. Ransom not to climb onto the roof that morning. At the time of the accident at issue, John Clark had no workers' compensation insurance coverage, although he concedes that at the time of the accident he was subject to the South Carolina Workers' Compensation Act.

The general contractor for the *Lafayette Park* project was Builders FirstSource. At the time of the accident at issue, Builders FirstSource was insured by Liberty Mutual. Builders FirstSource contends that, even if the Claimant suffered a compensable injury-by-accident, it is not liable for Mr. Ransom's claim. Rather, Builders FirstSource claims that it received from

John Clark a "Certificate of Insurance", which document supposedly reflected that Clark had workers' compensation coverage in South Carolina, and that, pursuant to §42-1-415, it is insulated from liability with respect to Mr. Ransom's claim. Builders FirstSource contends that the South Carolina Uninsured Employers Fund should be liable for any benefits to which Mr. Ransom might be entitled under the South Carolina Workers' Compensation Act.

On January 17, 2013, Mr. Ransom filed a Form 50 "Employee's Request for Hearing". In his Form 50 the Claimant sought payment of past medical expenses; provision of additional medical treatment; and temporary total disability benefits from the date of the accident forward. In their respective Forms 51, Builders FirstSource, Liberty Mutual and the South Carolina Uninsured Employers Fund all denied that the Claimant was entitled to benefits under the Act. John Clark failed to file a response to the Claimant's Form 50.

A hearing ensued.

STIPULATIONS

The parties stipulated to the following:

1. At all times pertinent herein, John Clark employed on a regular basis four or more persons within the state of South Carolina.
2. The South Carolina Workers' Compensation Commission has jurisdiction over all parties, as well as over the subject matter of this claim.
3. Venue, set in Horry County, is proper.
4. With the exception of self-serving declarations and unstipulated medical records, the Commission's file is made a part of the record for the hearing held on July 9, 2013

APA SUBMISSIONS

Submitted by South Carolina Uninsured Employers Fund:

None

Submitted by John Clark:

None

Submitted by Claimant:

APA # 1 – Dr. Thomas Chambers pages 1 - 4

APA # 2 – Grand Strand Regional Medical Center pages 5 - 28

APA # 3 – Pay Summary page 29

APA #4 - Deposition of John Clark

Submitted by Defendants Builders FirstSource/Liberty Mutual:

APA #5 – Grand Strand Regional Medical Center page 30

APA #6 – 2010 Tax Return page 31

APA #7 – 2011 Tax Return page 32

APA #8 – SLED arrest record pages 33 – 36

APA #9 – Certificate of Liability Insurance page 37

EVIDENCE

TESTIMONY

ANTHONY RANSOM – Anthony “Tony” Ransom is 40 years old. His birth date is [REDACTED]. He did not graduate from high school but he did obtain a G.E.D. Mr. Ransom has worked as a carpenter since he was 18 years old.

Mr. Ransom was hired by John Clark on August 6, 2012. He was to work as a carpenter. Mr. Ransom learned that Mr. Clark was looking for help by means of an ad on Craigslist. When he commenced working for Mr. Clark he did not bring his own crew to work with him.

When Mr. Ransom first started working for Mr. Clark, he was to be paid \$13.00 an hour. After Ransom’s first day at work, Clark promoted him to “lead man”. Clark gave Mr. Ransom a raise to \$14.00 an hour. Mr. Ransom was never paid \$10.00 an hour by Clark, a rate at which an inexperienced carpenter, or a “helper”, might be paid.

The first job on which Mr. Ransom worked when he was hired by John Clark was at a housing development in Brunswick County, North Carolina called *The Farm*. While working at *The Farm*, Mr. Ransom supervised a crew of 6 or 7 men.

When he hired Mr. Ransom, John Clark told him that he would be paid in cash. Mr. Ransom was instructed to keep track of the hours he worked. When he first started working for Mr. Clark, Mr. Ransom often worked 50 to 60 hours a week. Mr. Ransom kept track of the hours he worked each week and would enter the number of hours worked in the QuickBooks program on his computer.

When Mr. Ransom and the crew which he was supervising finished their work in *The Farm*, Mr. Clark was unable to provide them with additional work for approximately two weeks.

After that two week interval, Mr. Clark sent Mr. Ransom and his other employees to work at a housing development known as *The Reserve at Market Common*. When work was completed at *The Reserve at Market Common*, Mr. Clark sent his employees, including Mr. Ransom, to *Lafayette Park* in Little River, South Carolina. Mr. Ransom and his crew, which was made up substantially of the same men who had been working at *The Reserve at Market Common*, were tasked with framing houses in that development. Mr. Ransom continued to serve as lead man of Mr. Clark's employees and continued to earn \$14.00 an hour.

At the end of the work day on Saturday, November 17, 2012, John Clark gathered his crew together. He told his employees, including Mr. Ransom, that the weather forecast for the next day called for rain. Nevertheless, Clark told his crew that they were going to work the next day. Mr. Clark instructed Mr. Ransom to travel to his home in Murrells Inlet and pick up a tarp which could be placed over the open roof on the house on which they were presently working. He was to do so in order that the crew would be able to work inside of the home despite the rain. Mr. Ransom complied with Mr. Clark's order and retrieved the tarp from Mr. Clark's home. Mr. Ransom placed the tarp in his van and took it home.

The next morning – Sunday, November 18, 2012 – Mr. Ransom woke up at approximately 5:30 a.m. The rest of Mr. Clark's crew was supposed to arrive at the job site at 8 a.m. Mr. Ransom, as was his habit, intended to arrive earlier than the rest of Mr. Clark's crew. When Ransom awakened at his home in Nakina, North Carolina, he saw that the weather was wet and cold. It was not raining, however. Mr. Ransom did not want to work that day. Nevertheless, he got up, got dressed and proceeded to the work site. It normally took him 30 minutes to travel from his home to the work site in Lafayette Park.

Mr. Ransom does not recall speaking to John Clark on the telephone on the morning of November 18, 2012. He conceded that it was possible that he spoke to Mr. Clark. He did not recall, however, Mr. Clark telling him not to work that day. Nor did he recall Mr. Clark specifically prohibiting him from climbing up on the roof and putting the tarp over the hole in the roof. Had he been told by Mr. Clark not to work that day, he would have returned home to be with his fiancé.

In the event of inclement weather, John Clark would call the members of his crew and notify them that they would not be working that day. Mr. Clark made it clear to Mr. Ransom that it was his, Clark's, prerogative to notify the crew when they weren't going to work.

When Mr. Ransom arrived at the job site in *Lafayette Park* between 7:30 and 8:00 a.m., the weather was cold and it was raining slightly. Mr. Ransom proceeded to take a 12 foot ladder and place it against the eave of the house. He put on his safety harness and his hard hat, tied on to the safety line, climbed up the ladder and commenced to roll out the tarp. Mr. Ransom had no personal interest in rolling out the tarp. He was doing it solely to further the business interests of John Clark. It was his intention to place the tarp over the hole in the roof of the home in which he and Mr. Clark's crew were working so that the crew could continue to work despite the rain. There was a pressing reason for framing the home in question as quickly as possible. Mr. Clark had 14 days within which to frame the homes located in *Lafayette Park*. He and his crew were "way, way, way over time" at that point.

In the process of spreading the tarp over the hole in the roof of the house, Mr. Ransom "flapped it" to get enough air under it so it would lie down. The wind caught the tarp, however, and Mr. Ransom was thrown head first through the hole in the roof. On his way through the hole, Mr. Ransom struck two rafters, pinballing back and forth between the two. In the fall, Mr.

Ransom injured his head, face, neck, upper back, mid back, lower back, right shoulder, left leg and right knee. As of the time of the hearing below, all of Mr. Ransom's injuries had resolved except for his head, right shoulder and lower back. When Mr. Ransom struck his head in the fall he lost consciousness.

Mr. Ransom is unaware for how long he was unconscious. The next thing he remembered after his fall was "Harley", one of Mr. Clark's other workers, screaming at him from the ground, saying "Hey, hey, you alright up there?" When Mr. Ransom regained consciousness, he was hanging from his safety harness. Mr. Ransom has no idea how long it took the ambulance to arrive at the job site but it was quite a while. In the meantime, the weather had turned nasty. It was raining heavily. The EMS personnel were initially unable to get Mr. Ransom down from among the rafters. They had to utilize a bucket truck in order to get Mr. Ransom down.

Mr. Ransom was taken from the scene of his accident in an ambulance. Before he left the scene of the accident, Mr. Ransom saw several other members of Mr. Clark's crew who had shown up for work. He saw Robert Austin, "Rick" and John Grozia.

Mr. Ransom remembers that when he was finally rescued he was nauseous and he had a headache. He also had pain in his face, neck, upper back, mid back, lower back, right shoulder, left leg and right knee. Mr. Ransom was taken by ambulance to Grand Strand Regional Medical Center in Myrtle Beach, South Carolina, where he was treated and released.

While Mr. Ransom was at Grand Strand Regional Medical Center, he had a telephone conversation with John Clark. Mr. Clark told Mr. Ransom that he hated what had happened to him. He asked Mr. Ransom how he was feeling and he told Ransom that he was going to have to talk to "his insurance people" to find out whether it would be cheaper to pay Ransom's expenses

out of his own pocket rather than turning it in to his insurance company. During his telephone call with Mr. Ransom, Mr. Clark did not question why Ransom was on the roof. Nor during that telephone conversation did Mr. Clark claim that Mr. Ransom had been hurt doing something he wasn't supposed to be doing.

Mr. Ransom had a later telephone conversation with John Clark, during which they discussed Mr. Ransom getting medical treatment. They also discussed Mr. Ransom's return to work. Mr. Clark told Mr. Ransom that he, Ransom, would have to be examined by a doctor before he came back to work. When Mr. Clark spoke with Mr. Ransom about having to be examined prior to returning to work, Mr. Clark told Mr. Ransom that the need for the examination was a "worker's comp rule". Mr. Clark also told Mr. Ransom that he, Clark, was going to send Ransom to be evaluated by a doctor. Mr. Ransom has not heard from Mr. Clark since that telephone conversation.

Knowing what he knows about his physical condition, as well as what he knows about the job duties he performed for John Clark, Mr. Ransom is of the opinion that he has been physically incapable of performing his job duties since the day of his accident.

Mr. Ransom has spoken with Mr. Clark on one or two occasions after his release from the hospital. The day after Thanksgiving, 2012, Mr. Ransom met with Mr. Clark. At that meeting, Mr. Clark gave Mr. Ransom an amount of money which equaled approximately half a paycheck. Mr. Clark indicated that the money was to be counted against what he owed Mr. Ransom. The money was not workers' compensation benefits. It was back pay owed to Mr. Ransom by Mr. Clark.

Mr. Ransom was unaware of how many hours of work he averaged each week while working for John Clark. Mr. Ransom admitted that he stated in his deposition that he was not

paid overtime. He also testified later on in the deposition that he was speaking about the first 40 hours he worked. He indicated that he was paid time and a half for each hour over 40 hours. Mr. Ransom expected, in a good year, to make \$50,000.00. It was not normal for Mr. Ransom to work on Sundays during the time he was employed by John Clark.

Mr. Ransom believes he arrived at the job site on Sunday, November 18, 2012 between 7:30 and 8:00. He indicated that it took him between 10 and 20 minutes to get on the roof and start spreading the tarp. He did not notice whether any of his coworkers were on the job site. Mr. Ransom was expecting basically every member of the crew to show up for work that morning; including Robert Austin, "Rick", Harley, James Bray, David Sweat and John Grozia. After Mr. Ransom regained consciousness after his accident, he did notice that "Harley", Robert Austin and "Rick" were on the job site.

Mr. Ransom testified that his medical records from Grand Strand Regional Medical Center indicate that he did not suffer a blow to his head. He also recognized that the same medical records reflect that he suffered "multiple contusions to the scalp," that he received a CT scan of the brain and that he lost consciousness as a result of his accident. He also stated that the same medical records from GSRMC indicate that he had suffered a "minor head injury."

Mr. Ransom conceded that his estimate as to how long it took him to climb on the roof and attempt to spread out the tarp was just that – an estimate. He also conceded that other coworkers could have been present at the job site when he regained consciousness other than those he named.

Mr. Ransom estimated that he averaged working 62 to 63 hours a week while he was employed by John Clark. He also indicated that he supervised the preparation of the document which reflected the hours which he worked while employed by John Clark.

Mr. Ransom indicated that there was a specific reason why Mr. Clark wished for the house on which they were working to be finished as quickly as possible. Mr. Clark had told him that a representative of FirstSource had told Clark that if the house was not completed on time, he wouldn't be given any more work by FirstSource. Mr. Clark told him that if they *did* finish the house on which they were working on time that they would be given the remaining work in *Lafayette Park*.

JAMES BRAY – Mr. Bray testified that he isn't sure what time he arrived on the job site on November 18, 2012. He admitted that his testimony that he had arrived at the job site at 8:15 was merely a guess. He testified that an ambulance was already at the job site when he arrived.

Mr. Bray testified that he was unsure whether or not David Sweat was at the job site when he arrived or when he departed.

Mr. Bray testified that he was being paid \$13 an hour when he was working for Mr. Clark. He testified that Mr. Ransom was the lead person of his crew and he wouldn't be surprised if Mr. Ransom was making more than him. He further testified that he had no pay records and that his testimony concerning the number of hours he worked while employed by Mr. Clark was a guess.

Mr. Bray testified that he quit his job with Mr. Clark on the day that Mr. Ransom was injured. He attributed his resignation to personal matters between him and Mr. Clark. Specifically, Mr. Bray resigned because Mr. Clark owed him money, approximately five or six hundred dollars. He testified that Mr. Clark still owes him the money.

With respect to the average number of hours he worked while employed by Mr. Clark, Mr. Bray testified that some weeks he worked 55 hours and other weeks he worked 29 hours.

Mr. Bray testified that he usually arrived early for work but was running late on the day of Mr. Ransom's accident. Mr. Bray does not remember whether Mr. Sweat was at the scene of the accident.

Mr. Bray testified that he did not work with Mr. Ransom every day. He testified that there were days when the two of them were on different crews. Mr. Bray reiterated that he quit his job with Mr. Clark on the day Mr. Ransom was injured. He further testified that he had been working with Mr. Ransom since their crew started working at *Lafayette Park*.

Mr. Bray again testified that he is not sure of the time of his arrival at the scene of the Claimant's accident but he was sure that he arrived at the work site after the ambulance had arrived.

Mr. Bray testified that he didn't always work with Tony Ransom. He further testified that there would be times he wouldn't know how many weeks (sic) Tony Ransom may have worked in a week.

Mr. Bray testified that he worked with Mr. Ransom during the entire time they worked on the *Lafayette Park* project. He cannot remember how many hours a week they worked on that job. He indicated that the hours worked on that project would have probably been the same as he had mentioned earlier. Mr. Bray testified that Mr. Ransom arrived earlier than the rest of the crew but he would not know how much earlier. He testified that he sometimes arrived at the job site at the same time as Mr. Ransom. He was unsure whether or not the crew ever worked 60 hours or more.

JOHN CLARK – John Clark testified that he started his building business when he commenced working for Builders FirstSource. Mr. Clark testified that, as of the date of the hearing, he was

working for another employer. He testified that he started working for his current employer approximately a month after Mr. Ransom's accident.

Mr. Clark testified that Mr. Ransom approached him after Ransom saw an ad on Craigslist. Mr. Clark testified that Mr. Ransom told him he had a "crew of guys" that worked with him. Mr. Clark admitted that he, Clark, "brought them all in to work." Mr. Ransom would notify Clark of the number of hours each member of the crew worked each week and Mr. Clark would pay Mr. Ransom for everyone. Mr. Clark testified that Mr. Ransom would make anywhere between \$450 to \$500 a week. Other members of the crew were paid \$9 an hour or \$10 an hour.

Mr. Clark testified that Mr. Ransom averaged between 40 to 50 hours and was paid \$10 an hour. Mr. Ransom was not paid time and a half for hours worked over 40 hours a week.

Mr. Clark received a telephone call from Mr. Ransom on November 18, 2012. Mr. Clark estimates that he spoke with Mr. Ransom at approximately 7:30 that morning. Mr. Clark testified that Mr. Ransom told him that he was going to ride up to the job site to see if it was raining there. Mr. Clark testified that he told Mr. Ransom that if it was not raining to call him back. Mr. Clark testified that he never heard anything from Mr. Ransom so he assumed that it was raining at the job site and that he didn't work. Mr. Clark testified that the next thing he knew he received a phone call that Mr. Ransom had been found in the rafters of the house on which they'd been working.

Mr. Clark went on to provide more specific information concerning the telephone conversation between him and Mr. Ransom on the morning of November 18, 2012. Mr. Clark testified that he received a telephone call from Mr. Ransom at 7:23 a.m. and that the two of them spoke for 4 minutes. Mr. Clark testified that it is an OSHA rule, and even a Builder's

FirstSource rule, that if it is raining one is not supposed to be on a roof without “no shingles or no felt paper (sic)”. Mr. Clark testified that he specifically told Mr. Ransom during their telephone call on the morning of November 18, 2012 not to work on the roof of the house on which they had been working.

Mr. Clark testified that his employees never worked under tarps. He said the reason they didn’t work under tarps is because it was against the rules and it was not safe.

Mr. Clark testified that his crew worked some Sundays but not every Sunday. He testified that not everyone was scheduled to work that particular Sunday. He testified that the reason everyone was not scheduled to work that Sunday was because it was raining. Mr. Clark denied that he was present at a meeting which was supposed to have taken place the evening of November 17, 2012. He denied that Mr. Ransom came and picked up a tarp from his home the night of November 17, 2012. In fact, Mr. Clark denied owning a tarp at all. Mr. Clark testified that it was not unusual for water to come into a house during constructions. In fact he says that it “happens every day.”. Mr. Clark testified that nothing would have been harmed inside the house if rain had come into the house. Mr. Clark testified he was unable to say what had been done on the job site on Saturday, November 17, 2012 because he had not been on that particular job site for approximately four days. Mr. Clark testified that when he was not present on the job site Mr. Ransom would be in charge of the crew. Mr. Clark testified that when it was necessary to tell the members of his crew not to come into work, he would sometimes call them and Mr. Ransom would call them as well.

Mr. Clark testified that his current business address is 1076 Weslin Creek Drive, Myrtle Beach, SC 29588. His current phone number is 843-304-1404.

Mr. Clark testified that he received a telephone call regarding Mr. Ransom's fall at approximately 9:30 – 10:00. He believes that he received the call from "Rick," one of the members of the crew working with Mr. Ransom.

On cross-examination, Mr. Clark testified that he was unable to deny that he spoke to Mr. Ransom on November 17, 2012. He simply didn't recall whether he did or not.

Mr. Clark testified that when he hired Mr. Ransom, along with Ransom's crew, he hired him as contract labor. He testified that Mr. Ransom did not become his employee until they started working for Builder's FirstSource. He also testified that when he started working for Builder's FirstSource, he began to pay the members of the crew which he claims Mr. Ransom brought with him.

Mr. Clark testified that he is aware of no special law that allowed him to avoid paying his employees time and a half if they worked over 40 hours a week. He testified that he just didn't do it, although he conceded that federal law required it.

Mr. Clark testified that, even when Mr. Ransom was one of his employees, he, Mr. Ransom, hired people, specifically "Rick" and "Rob", without his knowledge. Mr. Clark did admit, however, that he did not ask those employees to leave and, in fact, paid them during the time they worked for him.

With respect to the meeting on the job site which is alleged to have occurred at "quitting time" on Saturday, November 17, 2012, Mr. Clark testified that he was not present at any such meeting. Rather, he was in Murrells Inlet working on a house.

On cross-examination, and with respect to the conversation he had with Mr. Ransom on the morning of November 18, 2012, Mr. Clark testified that Mr. Ransom told him that he was going to the job site and that if it was raining he would call Mr. Clark. Mr. Clark testified that he

never got a phone call, so he assumed that Mr. Ransom wasn't working. Mr. Clark was asked on cross-examination whether that was the substance of the phone call and that nothing else was said. Mr. Clark answered in the affirmative. Mr. Clark was asked "That was it?" Mr. Clark testified "Yeah." Mr. Clark was asked "You're sure?" Mr. Clark responded "To my knowledge, yes." Finally, Mr. Clark was asked "Okay. So the one time you talked to him on November 18 was he told you he was going to go to the job site to see if it was raining, and you told him call you back and let me know?" Mr. Clark "Yes." He was then asked "And that was it?" Mr. Clark responded "To my knowledge, yes, sir."

On re-direct examination, Mr. Clark was asked whether or not he gave specific instructions to Mr. Ransom in the past not to go up on a roof when it is raining. Mr. Clark testified "Yes, all employees know that, yes."

On re-cross examination, Mr. Clark admitted that he was relying on conversations which he had had with Mr. Ransom in the past about getting up on the roof when it is raining. He also testified that he told Ransom on Sunday morning, November 18, 2012 not to get up on the roof. Mr. Clark testified that he had no personal knowledge one way or the other whether Mr. Ransom had previously worked when it was raining.

LISA BROWN – Ms. Brown testified that she was John Clark's fiancé. She testified that they had been engaged for almost 4 years and that they live together.

Ms. Brown testified that she knew Mr. Ransom. She testified that Mr. Ransom had been to her house a few times.

Ms. Brown testified that she was present on the morning of November 18, 2012 when Mr. Ransom called Mr. Clark. Ms. Brown testified that she overheard that "John" was not going

to be working that day because it was raining. She overheard Mr. Clark give Mr. Ransom instructions to notify everyone that they weren't going to be working that day.

Ms. Brown testified that she saw Mr. Ransom a couple of times after November 18, 2012. She testified that on one occasion she, Mr. Clark, Mr. Ransom and his "wife or fiancé, girlfriend, whoever," met at Old Time Pottery. She testified that Mr. Clark gave Mr. Ransom money during that meeting and that Mr. Ransom told Clark that he was "okay with what had happened and that he was wanting to know if he could go back to work with John [Mr. Clark]." She testified that Mr. Clark told Ransom that his work had slowed down. Ms. Brown testified about a second time she had seen Mr. Ransom. She testified that on another occasion, Mr. Ransom came by her house and picked up two or three ladders which were in Mr. Clark's van. She testified that Mr. Ransom put those ladders on the top of his van.

On cross-examination, Ms. Brown contended that Mr. Ransom was not an employee of Mr. Clark but, rather, was a sub-contractor with his own crew. Ms. Brown testified that the rest of her testimony was as truthful as that contention.

John Clark (Deposition) - The deposition of John Matthew Clark took place on Friday, April 19, 2013. John Clark testified that he was born on _____ and is currently 43 years old. Clark lives at 1076 Weslin Creek Drive, Myrtle Beach, South Carolina 29588. He lives with his fiancé and has lived there for approximately three years. Clark was previously divorced.

Clark testified that he currently works for Sunrise Builders. Sunrise Builders is owned by Dwight Causey. Clark stated that he has worked there since the time of Anthony Ransom's accident, so he thinks it has been since around November, 2012. Clark noted that following the

accident he could no longer afford to conduct his business because the money was "not there building houses."

Clark testified that he previously worked as a sole proprietor. He admitted that he did not have a contractor's license. He also testified that he had business licenses for Horry County and the City of Myrtle Beach but not for Georgetown County. Clark no longer has a Horry County business license, as it had expired in June, 2012. Clark did not have an Horry County business license in November, 2012. Clark no longer has a business license with the City of Myrtle Beach as it had expired in approximately June, 2012. As of November 18, 2012, John Clark did not have a valid business license with any governmental entity.

Clark testified that when he filled out paperwork for Builders FirstSource a builder's license was not required. He was only required to have only workman's [sic] compensation insurance and general liability insurance. Clark stated that as of November 18, 2012 he was operating as a builder.

Clark testified that as of November 18, 2012 he owned a vehicle which he used in connection with his business. He testified that he owned a 2005 Dodge Ram. The vehicle was insured under State Farm Insurance.

Clark was asked if he had any type of business relationship with Builders FirstSource and/or 84 Lumber in the past. Clark testified that he'd buy lumber at those places. Clark testified that he bought materials from both Builders FirstSource and 84 Lumber. Clark testified that he has also built homes for 84 Lumber and Builders FirstSource.

Clark testified that he understands a workers' compensation claim has been filed against him by Anthony Ransom. He testified that he was unsure whether or not he had workers'

compensation coverage as of November 18, 2012. Clark testified that Austin Clark and Anthony Ransom were covered by his workers' compensation policy.

Clark testified that Mr. Ransom was hired on August 7, 2012 and that his son, Austin, was hired approximately a month before that. The two were hired when Clark was doing work for 84 Lumber. Clark met "Rob" and "Rick" on November 15th when Mr. Ransom brought them to Home Depot to meet him.

Clark testified that he had phone records that he reviewed in preparation for his testimony. Copies of the records were made and distributed at his deposition.

Clark testified that Mr. Ransom had hired "Rick" and "Rob" a few weeks before Clark met them. Clark testified that he believes he met "Rick" and "Rob" around November 15, 2012, but that he does not have any documents to substantiate when he first met them. Clark testified that Mr. Ransom hired "Rick" and "Rob" to work for him, Ransom, and that Mr. Ransom worked for him. Clark stated that if "Rick" and "Rob" had been working for him, he would have hired them himself. During the two weeks between Mr. Ransom hiring "Rick" and "Rob" and the time that Clark met them at Home Depot, "Rick" and "Rob" had been working on a project for which Clark was responsible. Clark testified that he found out that Mr. Ransom had hired two men and that Mr. Ransom was supposed to pay them. Clark testified that he was unsure exactly how Rick and Rob were paid. Clark stated that Mr. Ransom would charge him a certain amount, like he had in the past with 84 Lumber, and he, Ransom, would take care of his guys. The money went to Mr. Ransom and then to the others.

Clark testified that Mr. Ransom was his employee and Mr. Ransom, in turn, had his own crew. Clark noted that when he met him, Mr. Ransom told him that he had his own contractor's license and business license. Clark testified that prior to November 18, 2012 he never paid any

money directly to "Rick" or "Rob". He did state that before November 18, 2012, he paid Mr. Ransom money that was supposed to go to "Rick" or "Rob". Clark testified that he did not know exactly how much money he gave to Mr. Ransom because he always paid Ransom in cash. Clark testified that he knew he paid "Rick" and "Rob" before November 18, 2012 and also afterwards. Clark admitted that no one was paid until he himself had been paid. There was no set payday each week. Clark does not have any documents to prove that he gave Mr. Ransom money for "Rick" and "Rob" between November 15th and November 18, 2012.

Clark testified that Mr. Ransom was paid ten dollars an hour. Clark also stated that Mr. Ransom worked between thirty-four and fifty hours a week. Clark provided a time sheet reflecting Mr. Ransom's hours. The timesheet reflected that over a two week period Mr. Ransom worked ninety-three hours. Mr. Ransom filled out time sheets and he gave them to Clark on each Friday.

Clark testified that a man named Adam Watts worked for Mr. Ransom and also worked on Clark's projects beginning on August 7, 2012. Watts stopped working a month before Anthony Ransom's accident. Clark stated that Adam Watts left his employ voluntarily. Clark also noted that Adam Watts had been paid the "biggest portion" of what was owed to him before he left. Aaron Watts was the brother of Adam Watts and was also employed by Mr. Ransom. Clark claims that Aaron Watts was hired to be a "saw guy".

Clark testified that "John" (Clark does not know his last name) worked for him. Clark testified that "John" would set the bolts in the houses. "John" worked on the 84 Lumber projects from about November, 2012 to January, 2013.

Clark testified that he did not pay "Dwayne", "Jeremy", Aaron Watts, and Adam Watts. Rather, Clark would pay Mr. Ransom who in turn would pay the others. Mr. Ransom, "Dwayne", "Jeremy", Aaron Watts, and Adam Watts were all paid \$10 an hour.

Clark testified that James Bray worked for him. Bray began working for Clark around December, 2011, but no longer worked for Clark as of November 18, 2012.

Clark also testified that he employed David Sweat when Clark was working at the *Market Commons* project, probably in December, 2012. David Sweat was fired after he broke a tub and refused to pay for it. Sweat was an employee of John Clark as of November 18, 2012.

Clark testified that he himself hired "Kenneth". Clark testified that "Kenneth" was not Mr. Ransom's employee and Clark paid "Kenneth" personally. Clark testified that Mr. Ransom was his employee, but that Mr. Ransom also ran his own crew on Clark's jobsites.

Clark was handed a document and identified the document as a "Certificate of Liability Insurance". Clark noted that the document reflected that he had workers' compensation insurance coverage. The document reflected that Clark had general liability coverage from August 28, 2012 through August 28, 2013 and workers' compensation coverage from August 6, 2012 to August 6, 2013. Clark testified that Anthony Ransom did not work for Clark in any capacity prior to August 6, 2012, as his first day was August 7, 2012. Clark also testified that he did not have any employees prior to August 6, 2012.

Clark testified that as of August 6, 2012, he was working on six houses for 84 Lumber in *The Farms*. Clark's job was to fix the mistakes made by previous contractors. Clark testified that from August 7, 2012 through November 18, 2012 he did not hire any employees other than his son, Austin, and Mr. Ransom. Clark admitted that there is a possibility that James Bray and David Sweat did work for him and he admitted that he has no documents which could refute that

possibility. Clark testified that "Kenneth", "Rob", and "Rick" more than likely worked on a project for which Clark was responsible during the period August 7th through November 18th 2012. Clark contends, however, those gentleman were Mr. Ransom's employees. Clark testified that "Rick" and "Rob" continued working on the jobsite after Mr. Ransom's accident.

Clark testified that in order for him to fire "Rick" and "Rob" he would first have to fire Mr. Ransom, because Mr. Ransom brought those two men to work. In regards to the house at which Mr. Ransom was injured, Clark testified that their job was to build the house from the ground up. Clark testified that he had talked to Ransom on the phone at 7:23 on the morning of November 18, 2012 and told him not to work because it was raining. As far as the roof was concerned, Clark testified that there were holes in the roof that needed to be covered with plywood. Clark testified that there he had no conversations with Mr. Ransom during which they talked about putting a tarp over the holes in the roof.

Clark testified that on the night of November 17, he told Mr. Ransom not to work the next day if it was raining. Clark testified that he spoke to Mr. Ransom the next morning for four minutes beginning at 7:23. Clark testified that he told Mr. Ransom during that conversation not to work that day. Clark testified that Mr. Ransom told him he was going to ride to the jobsite just to make sure it wasn't raining there, but it was. Clark reiterated that Anthony Ransom was not supposed to work if it was raining.

Clark stated that he doesn't own a tarp and that he and Mr. Ransom never discussed using a tarp. Clark denies that Ransom came to his home to pick up a tarp.

Clark testified that he had ten days within which to frame the house on which they were working. Clark said that he did not know when they started the *Lafayette Park* project. He also stated that had it not rained on November 18, 2012 they probably would have worked. He said

his crew were not required to work because on Sunday the crew they were given the discretion to decide whether they want to work on Sundays. Clark testified that he did have the authority to determine when his crew worked. Clark stated that he did not notify anyone other than Mr. Ransom about working on November 18, 2012.

Clark testified about a phone record which reflected an incoming call to his phone number at 7:23 a.m. on November 18, 2012. He also testified about another incoming call at 1:12 p.m. on the same day. Clark testified that the call he received at 1:12 p.m. was from Mr. Ransom. Clark testified that there were numerous calls exchanged between Anthony Ransom and himself in the few days after Ransom's accident.

Clark testified that no one else showed up for work other than Anthony Ransom on November 18, 2012. Clark testified that there was work which could have been performed on the inside of the house in question and that the work could have been performed even if it had been raining.

Clark testified that he specifically told Anthony Ransom not to work on the morning of November 18, 2012.

Clark testified that he was not at the jobsite at any time on November 18, 2012. He also testified that he has no personal knowledge of whether anyone else arrived at the jobsite on that date. Clark testified that he first received notice that Anthony Ransom was injured when "Rob" called him. Clark testified that Rob told him that an ambulance was on the scene and that Ransom had fallen through the roof. Rob told Clark that Ransom was unconscious and was being taken to the Grand Strand Regional Medical Center.

Clark testified that he did not see Anthony Ransom at the hospital, but that he did speak to him around 1 p.m. on November 18, 2012. Clark testified that all he remembers from their

conversation is that Anthony said he was sore and that the accident happened because it was raining. Clark spoke to Anthony Ransom on both the 19th and 20th of November, 2012. Clark's phone was disconnected soon after that, so he didn't speak to Mr. Ransom again. Clark testified that in January, 2013, Ransom put a note on his door asking that Clark call him.

Clark testified that he does not owe Anthony Ransom any back pay and that Ransom had been paid for all work that he'd done. Ransom was last paid in January, 2013. He paid Ransom around five or six hundred dollars in cash.

Clark testified that prior to November 18, 2012 he had observed Anthony Ransom on the jobsite. He testified that, from his observations, Anthony did not seem to be having any difficulty working, but that he'd always had a limp. Clark testified that prior to November 18, 2012 Mr. Ransom had not complained about headaches, neck pain, right or left leg pain, knee pain, or hip pain. Clark testified that he had heard Ransom mention once that his back was sore. Clark testified that prior to November 18, 2012 Anthony Ransom had no physical condition that prevented him from doing the job which he had been hired to do.

Clark testified that Anthony Ransom was never paid for overtime. Clark testified that Ransom was not paid for overtime because he never asked for it.

Clark testified that he may have talked to Mr. Hylton about whether he told Anthony Ransom not to work that day, but he wasn't completely sure. Clark testified that he does not know whether he had given anyone a recorded statement.

Clark testified that he was not sure exactly on which lot in *Lafayette Park* Anthony Ransom got hurt.

Clark testified that he did not know exactly when he met with Anthony Ransom to pay him the back pay that he was owed. He testified that he met Ransom at Pottery Barn. Clark testified that this encounter may have occurred around Christmas, 2012 but that he was not sure.

Clark testified that he was at Adam Watts' deposition on April 18, 2013, and that Watts testified that he had not called Clark. After reviewing his records, Clark testified that Watts had in fact called him. Clark testified that he obtained the records from the T-Mobile website on his computer.

Clark testified that he was at Anthony Ransom's deposition on April 18, 2013, and that Anthony Ransom testified that Clark did not call him on the morning of the accident.

Clark testified that Mr. Watts had called him and claimed that Mr. Ransom's accident was a staged accident.

Clark testified that he signed a subcontractor agreement with Builders FirstSource and that he provided a Certificate of Insurance to Builders FirstSource. Clark testified that it was his understanding that his workers' compensation insurance policy lapsed a week before Ransom's accident.

Clark testified that he did not know the exact date on which he spoke to Adam Watts. He only knew that the conversation took place after Ransom's accident.

EXHIBITS

Ambulance Run Sheet - An ambulance was called to the location of Mr. Ransom's accident. The medics arrived at the construction site and found Ransom hanging in the rafters from a rope attached to a harness. There were bystanders present. The bystanders stated that Ransom was standing on the roof of the unfinished house when he fell approximately 10 feet into the rafters. The bystanders also noted that, while Ransom was currently alert and oriented, he was unresponsive for a short time after the fall. Ransom's chief complaint was back pain and left leg pain. Ransom began vomiting at the scene so the medics administered an IV. While Ransom was still in the rafters, a monitor was attached to him. The medics noted, however, that there was insufficient room to safely monitor Ransom, so they transferred him to a "Stokes basket" and lowered him to the ground using a pulley system. Approximately 1.5 hours passed from the time the medics arrived to the time Ransom was extracted from the rafters.

2010 Tax Return - Anthony Ransom's 2010 Tax Return reflects that Mr. Ransom was self-employed. He reported an income of -\$2,022.00.

2011 Tax Return - Anthony Ransom's 2011 Tax Return reflects that Mr. Ransom was self-employed. He reported an income of \$11,957.00 and an adjusted gross income of \$11,112.00.

Certificate of Liability Insurance - The Certificate of Liability Insurance lists John Clark as the insured. Builders FirstSource is listed as an additional insured . Liberty Mutual Insurance and Canopus US Insurance are listed as insurers. Nowhere on the face of this document is it reflected that John Clark had workers compensation insurance coverage in the state of South Carolina.

Pay Summary - This document reflects pay earned by Anthony Ransom from August 6, 2012 to November 18, 2012. His weekly gross pay ranged from \$875.00 to \$1,127.00.

MEDICAL EVIDENCE

Strand Orthopaedic Consultants (Thomas J. Chambers, M.D.): On March 25, 2013, the Claimant was seen by Dr. Thomas Chambers of Strand Orthopaedic Consultants in Myrtle Beach, South Carolina for an independent medical evaluation. On that date, the Claimant gave a history of having injured himself in a work-related accident on November 18, 2012. The Claimant related that he was attempting to place a tarp over a hole in a roof when a wind gust caught the tarp, threw him off balance and caused him to fall through the hole in the roof. The Claimant related that he hit his head as he was going through the hole and was knocked unconscious as a result. The Claimant complained to Dr. Chambers about headaches, right shoulder pain, low back pain, left leg pain, left hip pain and neck pain. After an appropriate physical examination, Dr. Chambers diagnosed the Claimant as suffering from a cervical strain; a closed head injury accompanied by frequent headaches; right shoulder pain likely caused by cuff tendonitis or a superior labrum tear; and a probable left hip injury, with pain mimicking sciatica. Dr. Chambers determined that the Claimant was not at maximum medical improvement and was in need of further evaluation/treatment for his lower back, right shoulder, left hip and neck. Dr. Chambers determined that the Claimant should not work until such time as further evaluation of his injuries was pursued. Dr. Chambers determined that his recommended evaluation/treatment would minimize the Claimant's symptoms and hopefully shorten his length of disability. Dr. Chambers determined that his opinions were to a reasonable degree of medical certainty.

Grand Strand Regional Medical Center (Jarratt D. Lark, M.D.): On November 18, 2012, the Claimant sought treatment at the emergency room of Grand Strand Regional Medical Center. The Claimant gave a history of having fallen through a hole in a roof. He complained of pain in his right knee, his back from T6 – L1, his left shoulder and his left upper quadrant. He was diagnosed with acute back pain; a thoracic contusion; a minor closed head injury; multiple contusions to the scalp, abdomen, back, right knee and left shoulder; and a minor blunt injury to his abdomen. The Claimant was treated and released.

FINDINGS OF FACT

1. I find that, at all times pertinent herein, the Defendant John Clark regularly employed four or more persons within the state of South Carolina.
2. I find that, at all times pertinent herein, the Claimant was an employee of John Clark, having been hired in August, 2012. I find that at the time of his hire the Claimant was to be paid \$13 an hour. I find that after his first day at work, the Claimant was promoted by Mr. Clark to "lead man" and was given a raise to \$14 an hour.
3. I find that the first job on which the Claimant worked for John Clark was at a housing development in Brunswick County, North Carolina called *The Farm*. I find that while working at *The Farm*, the Claimant was supervising a crew of 6 or 7 of Mr. Clark's employees.
4. I find that when he hired the Claimant John Clark told him that he would be paid in cash. I find that the Claimant kept track of the hours that he worked. I find that when the Claimant first started working for Mr. Clark he often worked 50 to 60 hours a week.
5. I find that when the Claimant's crew finished their work in *The Farm* Mr. Clark was unable to provide them with additional work for approximately 2 weeks. I find that after that interval, Mr. Clark sent the Claimant and his other employees to work at a housing development known as *The Reserve at Market Common*. I find that when their work was completed at *The Reserve at Market Common* Mr. Clark sent his employees, including the Claimant, to a development known as *Lafayette Park* in Little River, South Carolina. I find that the Claimant and his crew were tasked with framing houses in that development. I find that the Claimant continued to serve as lead man of Mr. Clark's employees and continued to earn \$14 an hour.
6. I find that at the end of the work day on Saturday, November 17, 2012 John Clark gathered his crew together. I find that he told his employees – including the Claimant – that the weather forecast for the next day called for rain. I find that Mr. Clark told his employees that they were going to work the next day. I find that Mr. Clark instructed the Claimant to travel to his, Clark's, home in Murrells Inlet and pick up a tarp which he could in turn place on the open roof on the house on which they were working so that the crew would be able to work inside of the house despite of the weather. I find that the Claimant complied with Mr. Clark's order and picked up the tarp from Mr. Clark's home. I find that the Claimant placed the tarp in his van and took it home.
7. I find that on the morning of Sunday, November 18, 2012, the Claimant woke up at approximately 5:30 a.m. I find that the Claimant, as was his habit, intended to arrive at the job site earlier than the rest of Mr. Clark's crew. I find that when the Claimant woke up that morning, the weather at his home in Nakina, North Carolina was wet and cold,

but it was not raining. I find that the Claimant did not want to work that day but he nevertheless got up, got dressed and headed to the work site. I find that it normally took the Claimant 30 minutes to travel from his home to the worksite in *Lafayette Park*.

8. I find that on the morning of November 18, 2012 the Claimant and John Clark spoke by phone. I find that Mr. Clark did not specifically tell the Claimant to refrain from working on November 18, 2012. In that respect, I find that John Clark usually calls his employees to tell them if they weren't going to work due to the weather. I also find that Mr. Clark did not call any of his employees that morning and tell them that they weren't going to work that day.
9. I find that when the Claimant arrived at the job site in *Lafayette Park* between 7:30 and 8:00 a.m., the weather was cold and it was raining slightly. I find that the Claimant took a 12 foot ladder and placed it against the house on which they had been working. I find that the Claimant put on his safety harness and his hard hat, tied onto the safety line, climbed up the ladder and commenced to roll out the tarp. I find that in the process of spreading the tarp over the hole in the roof, the Claimant "flapped" the tarp to get enough air under it so it would lie down. I find that the wind caught the tarp, however, and the Claimant was forced head first through the hole in the roof. I find that the Claimant struck two rafters, pinballing back and forth between the two. I find that in the process the Claimant sustained injuries to his head, face, neck, upper back, mid back, lower back, right shoulder, left hip, left leg and right knee. I find that, as the date of the hearing, all the Claimant's injuries have resolved except for those to his head, right shoulder and lower back.
10. I find that due to his head injury the Claimant was rendered unconscious. I find that the Claimant is unaware for how long he was unconscious. I find that, after his fall, the next thing the Claimant remembers is "Harley", one of Mr. Clark's other employees, screaming at him from the ground saying "Hey, hey, you alright up there?". I find that the Claimant was taken from the scene of his accident in an ambulance. I find that before he left the scene of the accident, the Claimant saw several other members of Mr. Clark's *Lafayette Park* crew who had shown up for work, including Robert Austin, "Rick" and John Grozia.
11. I find that the Claimant was taken by ambulance from the job site to Grand Strand Regional Medical Center.
12. I find that, as a result of the accident on November 18, 2012, the Claimant suffered injuries arriving out of and in the course and scope of his employment with John Clark to his head, face, neck, upper back, mid back, lower back, right shoulder, left leg, left hip and right knee. I find that all injuries except those to the Claimant's head, right shoulder and lower back have resolved.

13. I find that the Claimant is not at maximum medical improvement with respect to his work-related injuries. I find that the Claimant is entitled to additional evaluation/treatment for his head, right shoulder and lower back, all of which would tend to lessen his disability. I find that the Claimant is, at the least, entitled to the evaluation/treatment recommended by Dr. Chambers, all of which would tend to lessen the Claimant's disability
14. I find that while the Claimant was at Grand Strand Regional Medical Center on the date of the accident, he had a telephone conversation with John Clark. I find that during this telephone conversation Mr. Clark told the Claimant that he was going to have to talk to "his insurance people" to find out whether it would be cheaper to pay the Claimant out of his own pocket rather than turning it in to his insurance company. I find that during this telephone conversation Mr. Clark did not question why the Claimant climbed onto the roof of the house on which they were working. I also find that Mr. Clark failed during this telephone conversation to raise the issue that the Claimant had allegedly been injured performing a task which he had been told not to perform.
15. I find that the Claimant had a later telephone conversation with John Clark, during which they discussed the Claimant receiving medical treatment, as well as the Claimant returning to work. I find that during this telephone conversation Mr. Clark told the Claimant that he, the Claimant, would have to be examined by a doctor before he would be allowed to return to work. I find that Mr. Clark told the Claimant that the need for a medical examination prior to his return to work was a "worker's comp rule". I find that Mr. Clark told the Claimant during this conversation that he, Clark, was going to send the Claimant to be evaluated by a doctor. I find that Mr. Clark failed to send the Claimant for the promised medical evaluation.
16. I find that the Claimant spoke to Mr. Clark on one or two occasions after he, the Claimant, was released from the hospital. I find that the day after Thanksgiving, 2012, the Claimant met with Mr. Clark. I find that at that meeting Mr. Clark gave the Claimant what amounted to approximately one half of a paycheck. I find that during that meeting Mr. Clark told the Claimant that the money he was giving him was to be counted against what he owed the Claimant. I find that the money paid by Mr. Clark was in the form of back pay, rather than in the form of workers' compensation benefits.
17. I find that the Claimant was unaware of exactly how many hours of work he averaged each week while he worked for John Clark. I find that the Claimant expected to be paid time and a half for each hour he worked over 40 hours in a week. I find that the Claimant expected, in a good year, to make \$50,000. I find that the Claimant estimated that he averaged working 62 to 63 hours a week while he was employed by John Clark.
18. I find that John Clark told the Claimant that there was a reason why he, Clark, wished for the house on which they were working to be finished as quickly as possible. I find that Mr. Clark told the Claimant that a representative of FirstSource had told him, Clark, that if the house was not completed on time, he, Clark, would not be given any more work by

FirstSource. I find that Mr. Clark told the Claimant that if they *did* finish the house on time they would be given the remaining work in *Lafayette Park*.

19. I find that the Claimant is not at maximum medical improvement with respect to the work-related injuries to his head, right shoulder and lower back. I find that he is in need of additional evaluation/treatment for these body parts which would tend to lessen his disability. This finding is based on the evidence as a whole, including the medical records from Grand Strand Regional Medical Center and the report of Dr. Thomas Chambers.
20. I find that neither John Clark nor the Claimant kept comprehensive records concerning the Claimant's average weekly wage. I find that while the Claimant testified that he kept his records in a book and then transferred them to QuickBooks, the summary which he produced at the hearing was not a record generated by QuickBooks but was, rather, a summary which was prepared by his fiancé under his supervision. I find that Mr. Clark admitted that the Claimant worked between 40 and 50 hours a week. I find that the Claimant submitted time slips for two different weeks reflecting 54 and 54.5 hours of work, respectively. Based on the totality of the evidence, I find that the Claimant's average weekly wage is \$854.00 and his compensation rate is \$569.36. This finding is based on an average work week of 54 hours and anticipates that the Claimant would have been paid time and a half for all work performed over 40 hours. Given that federal law required that the Claimant be paid time and a half for all work performed over 40 hours each week I find that it is fair that the computation of the Claimant's average weekly wage take that into account.
21. I find that the Claimant has been unable to perform his job with John Clark since March 25, 2013. I base this finding on the opinion of Dr. Thomas Chambers.
22. I find that John Clark submitted to Builders FirstSource a "Certificate of Liability Insurance" dated September 27, 2012. I find that no evidence was presented below as to the date on which Mr. Clark provided Builders FirstSource with this document. In other words, I find that there is no evidence that John Clark provided this "Certificate of Liability Insurance" at the time he commenced work at the project at *Lafayette Park*. Additionally, I find that the "Certificate of Liability Insurance" does not specifically indicate that workers' compensation coverage is provided in South Carolina. I find that, consistent with §42-1-415, the "Certificate of Liability Insurance" provided by John Clark to Builders FirstSource is insufficient to transfer liability from Builders FirstSource and Liberty Insurance Company to the South Carolina Uninsured Employers Fund.
23. I find that Builders FirstSource was the general contractor for the project at *Lafayette Park* in Little River, South Carolina. I find that, at all times pertinent herein, John Clark was a subcontractor of Builders FirstSource. I find that, at all times pertinent herein, the Claimant was an employee of John Clark. I find that the Claimant was a statutory employee of Builders FirstSource, consistent with §42-1-410.

CONCLUSIONS OF LAW

1. At all times pertinent herein, the Claimant was an employee of John Clark, consistent with §42-1-130.
2. At all times pertinent herein, John Clark was the employer of the Claimant, consistent with §42-1-140.
3. At all times pertinent herein, the Claimant and John Clark were subject to the jurisdiction of the South Carolina Workers' Compensation Commission, consistent with §42-1-360.
4. At all times pertinent herein, Builders FirstSource was the statutory employer of the Claimant, consistent with §42-1-410.
5. At all times pertinent herein, Builders FirstSource, as statutory employer of the Claimant, is entitled to indemnity from John Clark for benefits it has paid, or will pay, to the Claimant under the South Carolina Workers' Compensation Act, consistent with §42-1-440.
6. On November 18, 2012, the Claimant suffered injuries arising out of and in the course and scope of his employment with John Clark, consistent with §42-1-160.
7. As a result of his work-related injuries, the Claimant received causally related medical treatment and incurred causally related medical expenses, consistent with §42-15-60.
8. As a result of his compensable work-related injuries the Claimant has been unable to work since March 25, 2013, consistent with §42-9-10.
9. The Claimant is in need additional causally related evaluation/treatment which would tend to lessen his disability, consistent with §42-15-60.
10. The Claimant's average weekly wage is \$845.00 and his compensation rate is \$569.36, consistent with §42-1-40 and REG. 67-1603.
11. Builders FirstSource failed to establish its entitlement to transfer liability to the South Carolina Uninsured Employers Fund for the benefits due the Claimant, consistent with §42-1-415; Hardy v. McDowell, 381 S.C. 435, 673 SE 2d 813(2009) and Hopper v. Terry Hunt Construction, 373 S.C. 475, 646 SE 2d 162, rehearing denied, certiorari granted, affirmed 383 S.C. 310, 680 SE 2d 1(2007)

ORDER

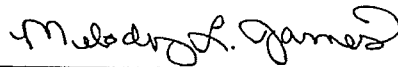
THEREFORE, IT IS HEREBY ORDERED that Builders FirstSource and Liberty Insurance Company shall pay the bill incurred by the Claimant at Grand Strand Regional Medical Center for services rendered on November 18, 2012;

AND IT IS FURTHER ORDERED that Builders FirstSource and Liberty Insurance Company shall pay to the Claimant temporary total disability benefits in the sum of \$569.36 per week for the period March 25, 2013 to the present and continuing until lawfully suspended or terminated;

AND IT IS FURTHER ORDERED that Builders FirstSource and Liberty Insurance Company shall provide to the Claimant further evaluation and/or treatment for the injuries to his head, right shoulder and lower back, said evaluation/treatment to include at a minimum that recommended by Dr. Thomas Chambers;

AND IT IS FURTHER ORDERED that Builders FirstSource and Liberty Insurance Company shall have the right to be indemnified by John Clark for any benefits paid to the Claimant;

AND IT IS SO ORDERED.



Commissioner Melody L. James

CERTIFICATE OF SERVICE

This is to certify that the undersigned has on this date served a copy of this order in the above entitled action upon all parties to this case by sending an electronic copy hereof by electronic mail addressed to the attorneys for said parties; or if there is an unrepresented party(ies), by depositing a copy hereof, postage paid, in the United States mail, first class, addressed to the unrepresented party(ies) and to the attorney(s) for the represented party(ies).
February 18, 2014

By: Tamara Morris, Administrative Assistant to Commissioner James

APPELLATE PANEL
DECISION AND ORDER
OF THE
SOUTH CAROLINA WORKERS' COMPENSATION COMMISSION
WCC File No. 1219902

ANTHONY RANSOM,

CLAIMANT/APPELLANT,

v.

JOHN CLARK,

EMPLOYER,

and

BUILDERS FIRSTSOURCE,

and,

LIBERTY MUTUAL INSURANCE CO.,

CARRIER,
DEFENDANTS/APPELLANTS,

and,

S.C. UNINSURED EMPLOYERS FUND,

DEFENDANT.

Appellate Panel Review held in Columbia,
South Carolina on July 21, 2014 per notices
timely and properly served on all parties of interest.

Appellate Panel Decision and Order filed

February 9th, 2015

APPEARANCES:

Claimant/Appellant represented by
J. Alan Bass of Myrtle Beach, South Carolina

Defendants/Appellants Builders FirstSource and Liberty Mutual Insurance Company
represented by
Ashley Kirkham of Columbia, South Carolina

Defendant/Respondent S.C. Uninsured Employers Fund represented by Lisa C. Glover of
Columbia, South Carolina

STATEMENT OF CASE

Anthony Ransom was hired by John Clark in August, 2012. With the exception of a two week interval, Mr. Ransom worked for Mr. Clark until November 18, 2012.

On Sunday, November 18, 2012, Mr. Ransom drove to a job site in a housing development known as *Lafayette Park* in Little River, South Carolina. When he arrived at the job site, Mr. Ransom climbed onto the roof of a house which was being framed by Mr. Clark's employees in order to place a tarp over a hole in the roof. In the process of spreading the tarp over the hole in the roof, Mr. Ransom "flapped" the tarp in order to get enough air under it so it would lie down. Unfortunately, the wind caught the tarp and Mr. Ransom was forced head first through the hole in the roof. On his way through the hole, Mr. Ransom struck two rafters, pinballing back and forth between the two.

As a result of this accident, Mr. Ransom's suffered injuries to his head, face, neck, upper back, mid back, lower back, right shoulder, left leg, left hip and right knee. All injuries except those to Mr. Ransom's head, right shoulder and lower back have resolved. John Clark denies that Mr. Ransom suffered an injury arising out of and in the course and scope of his employment. The basis of Mr. Clark's denial is his allegation that he told Mr. Ransom not to climb onto the roof that morning. At the time of the accident at issue, John Clark had no workers' compensation insurance coverage, although he concedes that at the time of the accident he was subject to the South Carolina Workers' Compensation Act.

The general contractor for the *Lafayette Park* project was Builders FirstSource. At the time of the accident at issue, Builders FirstSource was insured by Liberty Mutual. Builders FirstSource contends that, even if the Claimant suffered a compensable injury-by-accident, it is not liable for Mr. Ransom's claim. Rather, Builders FirstSource claims that it received from

John Clark a "Certificate of Insurance", which document supposedly reflected that Clark had workers' compensation coverage in South Carolina, and that, pursuant to §42-1-415, it is insulated from liability with respect to Mr. Ransom's claim. Builders FirstSource contends that the South Carolina Uninsured Employers Fund should be liable for any benefits to which Mr. Ransom might be entitled under the South Carolina Workers' Compensation Act.

On January 17, 2013, Mr. Ransom filed a Form 50 "Employee's Request for Hearing". In his Form 50 the Claimant sought payment of past medical expenses; provision of additional medical treatment; and temporary total disability benefits from the date of the accident forward. In their respective Forms 51, Builders FirstSource, Liberty Mutual and the South Carolina Uninsured Employers Fund all denied that the Claimant was entitled to benefits under the Act. John Clark failed to file a response to the Claimant's Form 50.

A hearing on the forms 50 and 51 was held before Commissioner Melody L James in Conway, South Carolina on July 9, 2013. At the hearing, the claimant contended that on November 18, 2012, while in the employ of John Clark, he was involved in a work-related accident which resulted in injuries to his head, right shoulder and low back. The claimant contended that he was entitled to an order requiring the defendants pay past causally related medical expenses incurred at Grand Strand Regional Medical Center; requiring the defendants to pay him temporary total disability benefits, in the sum of \$675.53 per week, from November 18, 2012 to the present and continuing; and requiring the defendants to provide him with additional medical treatment, consistent with that recommended by Dr. Thomas chambers his report dated March 25, 2013.

The defendant/respondent John Clark contended at the hearing that claimant/appellant did not suffer injuries arising out of course and scope of his employment with Clark, inasmuch as

Clark had specifically forbidden him from climbing onto the roof of the house on which Clark's crew had been working. Clark further disputed that Ransom earned the average weekly wage which he alleged.

The defendants/appellants Builders FirstSource and Liberty Insurance Co. also denied that Ransom had suffered a compensable injury-by-accident. Moreover, Builders FirstSource and Liberty Insurance Co. alleged that John Clark had provided them a valid Certificate of Insurance prior Clark commencing work on homes in the development in which Ransom was injured. Builders FirstSource and Liberty Insurance Co. contended that their receipt of a valid Certificate of Insurance from Clark allowed them to transfer liability for any workers compensation benefits to which Ransom might be entitled to the South Carolina Uninsured Employers Fund.

The South Carolina Uninsured Employers Fund interposed a general denial of the allegations contained in Ransom's Form 50. The SCUEF also joined in the defenses raised by the other defendants.

Commissioner James issued her Decision & Order on February 18, 2014. In her Decision & Order, Commissioner James found that Anthony Ransom had suffered compensable injuries to his head, right shoulder and lower back in an accident arising out of and in the course and scope of his employment with John Clark. Commissioner James found that the Certificate of Insurance provided to Builders FirstSource by John Clark was insufficient to allow Builders FirstSource and Liberty Insurance Co. to transfer liability for workers' compensation benefits to which the claimant might be entitled to the South Carolina Uninsured Employers Fund. Commissioner James ordered John Clark to pay for Mr. Ransom's past causally related medical expenses and provide him with future medical benefits consistent with those recommended by Dr. Thomas Chambers. Commissioner James also ordered John Clark to pay Mr. Ransom temporary total

disability benefits, in the sum of \$569.36 per week, from March 25, 2013 to the present and continuing. Finally, Commissioner James ordered that, in the event John Clark either failed or refused to comply with the terms of her order, Builders FirstSource and Liberty Insurance Co. would pay all benefits to which Mr. Ransom might be entitled, reserving the right to seek subrogation from John Clark. This appeal ensued.

FINDINGS OF FACT OF THE SINGLE COMMISSIONER

1. I find that, at all times pertinent herein, the Defendant John Clark regularly employed four or more persons within the state of South Carolina.
2. I find that, at all times pertinent herein, the Claimant was an employee of John Clark, having been hired in August, 2012. I find that at the time of his hire the Claimant was to be paid \$13 an hour. I find that after his first day at work, the Claimant was promoted by Mr. Clark to "lead man" and was given a raise to \$14 an hour.
3. I find that the first job on which the Claimant worked for John Clark was at a housing development in Brunswick County, North Carolina called The Farm. I find that while working at The Farm, the Claimant was supervising a crew of 6 or 7 of Mr. Clark's employees.
4. I find that when he hired the Claimant John Clark told him that he would be paid in cash. I find that the Claimant kept track of the hours that he worked. I find that when the Claimant first started working for Mr. Clark he often worked 50 to 60 hours a week.
5. I find that when the Claimant's crew finished their work in The Farm Mr. Clark was unable to provide them with additional work for approximately 2 weeks. I find that after that interval, Mr. Clark sent the Claimant and his other employees to work at a

housing development known as The Reserve at Market Common. I find that when their work was completed at The Reserve at Market Common Mr. Clark sent his employees, including the Claimant, to a development known as Lafayette Park in Little River, South Carolina. I find that the Claimant and his crew were tasked with framing houses in that development. I find that the Claimant continued to serve as lead man of Mr. Clark's employees and continued to earn \$14 an hour.

6. I find that at the end of the work day on Saturday, November 17, 2012 John Clark gathered his crew together. I find that he told his employees – including the Claimant – that the weather forecast for the next day called for rain. I find that Mr. Clark told his employees that they were going to work the next day. I find that Mr. Clark instructed the Claimant to travel to his, Clark's, home in Murrells Inlet and pick up a tarp which he could in turn place on the open roof on the house on which they were working so that the crew would be able to work inside of the house despite of the weather. I find that the Claimant complied with Mr. Clark's order and picked up the tarp from Mr. Clark's home. I find that the Claimant placed the tarp in his van and took it home.
7. I find that on the morning of Sunday, November 18, 2012, the Claimant woke up at approximately 5:30 a.m. I find that the Claimant, as was his habit, intended to arrive at the job site earlier than the rest of Mr. Clark's crew. I find that when the Claimant woke up that morning, the weather at his home in Nakina, North Carolina was wet and cold, but it was not raining. I find that the Claimant did not want to work that

day but he nevertheless got up, got dressed and headed to the work site. I find that it normally took the Claimant 30 minutes to travel from his home to the worksite in Lafayette Park.

8. I find that on the morning of November 18, 2012 the Claimant and John Clark spoke by phone. I find that Mr. Clark did not specifically tell the Claimant to refrain from working on November 18, 2012. In that respect, I find that John Clark usually calls his employees to tell them if they weren't going to work due to the weather. I also find that Mr. Clark did not call any of his employees that morning and tell them that they weren't going to work that day.
9. I find that when the Claimant arrived at the job site in Lafayette Park between 7:30 and 8:00 a.m., the weather was cold and it was raining slightly. I find that the Claimant took a 12 foot ladder and placed it against the house on which they had been working. I find that the Claimant put on his safety harness and his hard hat, tied onto the safety line, climbed up the ladder and commenced to roll out the tarp. I find that in the process of spreading the tarp over the hole in the roof, the Claimant "flapped" the tarp to get enough air under it so it would lie down. I find that the wind caught the tarp, however, and the Claimant was forced head first through the hole in the roof. I find that the Claimant struck two rafters, pinballing back and forth between the two. I find that in the process the Claimant sustained injuries to his head, face, neck, upper back, mid back, lower back, right shoulder, left hip, left leg and right knee. I find

that, as the date of the hearing, all the Claimant's injuries have resolved except for those to his head, right shoulder and lower back.

10. I find that due to his head injury the Claimant was rendered unconscious. I find that the Claimant is unaware for how long he was unconscious. I find that, after his fall, the next thing the Claimant remembers is "Harley", one of Mr. Clark's other employees, screaming at him from the ground saying "Hey, hey, you alright up there?". I find that the Claimant was taken from the scene of his accident in an ambulance. I find that before he left the scene of the accident, the Claimant saw several other members of Mr. Clark's Lafayette Park crew who had shown up for work, including Robert Austin, "Rick" and John Grozia.
11. I find that the Claimant was taken by ambulance from the job site to Grand Strand Regional Medical Center.
12. I find that, as a result of the accident on November 18, 2012, the Claimant suffered injuries arising out of and in the course and scope of his employment with John Clark to his head, face, neck, upper back, mid back, lower back, right shoulder, left leg, left hip and right knee. I find that all injuries except those to the Claimant's head, right shoulder and lower back have resolved.

13. I find that the Claimant is not at maximum medical improvement with respect to his work-related injuries. I find that the Claimant is entitled to additional evaluation/treatment for his head, right shoulder and lower back, all of which would tend to lessen his disability. I find that the Claimant is, at the least, entitled to the evaluation/treatment recommended by Dr. Chambers, all of which would tend to lessen the Claimant's disability

14. I find that while the Claimant was at Grand Strand Regional Medical Center on the date of the accident, he had a telephone conversation with John Clark. I find that during this telephone conversation Mr. Clark told the Claimant that he was going to have to talk to "his insurance people" to find out whether it would be cheaper to pay the Claimant out of his own pocket rather than turning it in to his insurance company. I find that during this telephone conversation Mr. Clark did not question why the Claimant climbed onto the roof of the house on which they were working. I also find that Mr. Clark failed during this telephone conversation to raise the issue that the Claimant had allegedly been injured performing a task which he had been told not to perform.

15. I find that the Claimant had a later telephone conversation with John Clark, during which they discussed the Claimant receiving medical treatment, as well as the Claimant returning to work. I find that during this telephone conversation Mr. Clark told the Claimant that he, the Claimant, would have to be examined by a doctor before he would be allowed to return to work. I find that Mr. Clark told the Claimant

that the need for a medical examination prior to his return to work was a "worker's comp rule". I find that Mr. Clark told the Claimant during this conversation that he, Clark, was going to send the Claimant to be evaluated by a doctor. I find that Mr. Clark failed to send the Claimant for the promised medical evaluation.

16. I find that the Claimant spoke to Mr. Clark on one or two occasions after he, the Claimant, was released from the hospital. I find that the day after Thanksgiving, 2012, the Claimant met with Mr. Clark. I find that at that meeting Mr. Clark gave the Claimant what amounted to approximately one half of a paycheck. I find that during that meeting Mr. Clark told the Claimant that the money he was giving him was to be counted against what he owed the Claimant. I find that the money paid by Mr. Clark was in the form of back pay, rather than in the form of workers' compensation benefits.

17. I find that the Claimant was unaware of exactly how many hours of work he averaged each week while he worked for John Clark. I find that the Claimant expected to be paid time and a half for each hour he worked over 40 hours in a week. I find that the Claimant expected, in a good year, to make \$50,000. I find that the Claimant estimated that he averaged working 62 to 63 hours a week while he was employed by John Clark.

18. I find that John Clark told the Claimant that there was a reason why he, Clark, wished for the house on which they were working to be finished as quickly as possible. I find

that Mr. Clark told the Claimant that a representative of FirstSource had told him, Clark, that if the house was not completed on time, he, Clark, would not be given any more work by FirstSource. I find that Mr. Clark told the Claimant that if they did finish the house on time they would be given the remaining work in Lafayette Park.

19. I find that the Claimant is not at maximum medical improvement with respect to the work-related injuries to his head, right shoulder and lower back. I find that he is in need of additional evaluation/treatment for these body parts which would tend to lessen his disability. This finding is based on the evidence as a whole, including the medical records from Grand Strand Regional Medical Center and the report of Dr. Thomas Chambers.

20. I find that neither John Clark nor the Claimant kept comprehensive records concerning the Claimant's average weekly wage. I find that while the Claimant testified that he kept his records in a book and then transferred them to QuickBooks, the summary which he produced at the hearing was not a record generated by QuickBooks but was, rather, a summary which was prepared by his fiancé under his supervision. I find that Mr. Clark admitted that the Claimant worked between 40 and 50 hours a week. I find that the Claimant submitted time slips for two different weeks reflecting 54 and 54.5 hours of work, respectively. Based on the totality of the evidence, I find that the Claimant's average weekly wage is \$854.00 and his compensation rate is \$569.36. This finding is based on an average work week of 54 hours and anticipates that the Claimant would have been paid time and a half for all

work performed over 40 hours. Given that federal law required that the Claimant be paid time and a half for all work performed over 40 hours each week I find that it is fair that the computation of the Claimant's average weekly wage take that into account.

21. I find that the Claimant has been unable to perform his job with John Clark since March 25, 2013. I base this finding on the opinion of Dr. Thomas Chambers.

22. I find that John Clark submitted to Builders FirstSource a "Certificate of Liability Insurance" dated September 27, 2012. I find that no evidence was presented below as to the date on which Mr. Clark provided Builders FirstSource with this document. In other words, I find that there is no evidence that John Clark provided this "Certificate of Liability Insurance" at the time he commenced work at the project at Lafayette Park. Additionally, I find that the "Certificate of Liability Insurance" does not specifically indicate that workers' compensation coverage is provided in South Carolina. I find that, consistent with §42-1-415, the "Certificate of Liability Insurance" provided by John Clark to Builders FirstSource is insufficient to transfer liability from Builders FirstSource and Liberty Insurance Company to the South Carolina Uninsured Employers Fund.

23. I find that Builders FirstSource was the general contractor for the project at Lafayette Park in Little River, South Carolina. I find that, at all times pertinent herein, John Clark was a subcontractor of Builders FirstSource. I find that, at all times pertinent

herein, the Claimant was an employee of John Clark. I find that the Claimant was a statutory employee of Builders FirstSource, consistent with §42-1-410.

Based on the foregoing Findings of Fact, Commissioner James reached the following
Conclusions of Law:

CONCLUSIONS OF LAW

1. At all times pertinent herein, the Claimant was an employee of John Clark, consistent with §42-1-130.
2. At all times pertinent herein, John Clark was the employer of the Claimant, consistent with §42-1-140.
3. At all times pertinent herein, the Claimant and John Clark were subject to the jurisdiction of the South Carolina Workers' Compensation Commission, consistent with §42-1-360.
4. At all times pertinent herein, Builders FirstSource was the statutory employer of the Claimant, consistent with §42-1-410.
5. At all times pertinent herein, Builders FirstSource, as statutory employer of the Claimant, is entitled to indemnity from John Clark for benefits it has paid, or will pay, to the Claimant under the South Carolina Workers' Compensation Act, consistent with §42-1-440.

6. On November 18, 2012, the Claimant suffered injuries arising out of and in the course and scope of his employment with John Clark, consistent with §42-1-160.
7. As a result of his work-related injuries, the Claimant received causally related medical treatment and incurred causally related medical expenses, consistent with §42-15-60.
8. As a result of his compensable work-related injuries the Claimant has been unable to work since March 25, 2013, consistent with §42-9-10.
9. The Claimant is in need additional causally related evaluation/treatment which would tend to lessen his disability, consistent with §42-15-60.
10. The Claimant's average weekly wage is \$845.00 and his compensation rate is \$569.36, consistent with §42-1-40 and REG. 67-1603.
11. Builders FirstSource failed to establish its entitlement to transfer liability to the South Carolina Uninsured Employers Fund for the benefits due the Claimant, consistent with §42-1-415; *Hardy v. McDowell*, 381 S.C. 435, 673 SE 2d 813(2009) and *Hopper v. Terry Hunt Construction*, 373 S.C. 475, 646 SE 2d 162, rehearing denied, certiorari granted, affirmed 383 S.C. 310, 680 SE 2d 1(2007)

Based on the foregoing Findings of Fact and Conclusions of Law, Commissioner James issued the following Order:

ORDER

THEREFORE, IT IS HEREBY ORDERED that Builders FirstSource and Liberty Insurance Company shall pay the bill incurred by the Claimant at Grand Strand Regional Medical Center for services rendered on November 18, 2012;

AND IT IS FURTHER ORDERED that Builders FirstSource and Liberty Insurance Company shall pay to the Claimant temporary total disability benefits in the sum of \$569.36 per week for the period March 25, 2013 to the present and continuing until lawfully suspended or terminated;

AND IT IS FURTHER ORDERED that Builders FirstSource and Liberty Insurance Company shall provide to the Claimant further evaluation and/or treatment for the injuries to his head, right shoulder and lower back, said evaluation/treatment to include at a minimum that recommended by Dr. Thomas Chambers;

AND IT IS FURTHER ORDERED that Builders FirstSource and Liberty Insurance Company shall have the right to be indemnified by John Clark for any benefits paid to the Claimant;

AND IT IS SO ORDERED.

Within the statutory period, the defendants Builders FirstSource and Liberty Insurance Co. filed a Form 30 "Application for Review." In their Application for Review, the defendants Builders First Source and Liberty Insurance Co. set forth the following grounds for review:

GROUND FOR REVIEW

1. Did the Single Commissioner err in finding as fact and concluding as law that the Claimant sustained a compensable injury on November 18, 2012, and thereby ordering past and ongoing TTD benefits, reimbursement for past medical treatment, and ongoing medical treatment when the preponderance of the evidence indicated otherwise?
2. Did the Single Commissioner err in finding as fact and concluding as law that the Defendants/Appellants Builders First Source, Incl, and Liberty Insurance Company were not entitled to transfer liability to the South Carolina Uninsured Employer's Fund when the preponderance of the facts indicated otherwise?
3. Did the Single Commissioner err in awarding compensability when the preponderance of the evidence indicated that the Claimant's alleged injuries did not arise out of nor did they occur in the course and scope of employment?
4. Did the Single Commissioner err in findings as fact and concluding as law that Defendants/Appellants Builders First Source Inc., and Liberty Insurance Company were the statutory employer of the Claimant?
5. Did the Single Commissioner err in finding as fact and concluding as law that Defendants/Appellants Builders First Source, Inc., and Liberty Insurance Company are responsible for providing the Claimant with all ongoing causally related medical treatment and indemnity benefits?
6. Did the Single Commissioner err in finding as fact and concluding as law the Claimant's average weekly wage and compensation rate when such finding was based upon surmise, conjecture, and speculation?
7. Did the Single Commissioner err in finding as fact and concluding as law that Defendants/Appellants Builders First Source, Inc. and Liberty Insurance Company are responsible to pay the Claimant's past medical bills including Grand Strand Regional Medical Center when the preponderance of the evidence indicates otherwise?
8. Did the Single Commissioner err in finding as fact and concluding as law that Defendants/Appellants Builders First Source, Inc., and Liberty Insurance Company are

responsible for paying temporary total disability benefits at the rate of \$569.39 each week from March 25, 2013, to present and continuing as a preponderance of the evidence indicated otherwise?

9. Did the Single Commissioner err in finding as fact and concluding as law that Defendants/Appellants Builders First Source, Inc., and Liberty Insurance Company are responsible for providing the Claimant with further evaluation and treatment for injuries to the head, right shoulder and low back as recommended by Dr. Chambers when the preponderance of the evidence indicated otherwise?
10. Defendants/Appellants Builders First Source, Inc., and Liberty Mutual Insurance Company reserve the right to supplement additional grounds for appeal?

Within the statutory period, the Claimant filed a Form 30 "Application or Review". In his Application for Review, the Claimant set forth the following grounds for review:

1. Did the single Commissioner err in failing to award the Claimant temporary total disability benefits from November 18, 2012 through March 24, 2013 when the preponderance of the evidence established his entitlement thereto?

In an appellate review, the Appellate Panel shall, pursuant to S. C. Code Ann. Section 42-17-50, review the award, weigh the evidence as presented at the initial hearing and, if good grounds be shown therefor, make its own Findings of Fact and reached its own Conclusions of Law, consistent with, or inconsistent with, those of the Hearing Commissioner. After a careful review of the instant case, the Appellate Panel, by unanimous vote, has determined that all of the Hearing Commissioner's Findings of Fact and Conclusions of Law are hereby adopted by the Appellate Panel and are set forth as their own Findings of Fact and Conclusions of Law herein below:

FINDINGS OF FACT OF THE APPELLATE PANEL

1. We find that, at all times pertinent herein, the Defendant John Clark regularly employed four or more persons within the state of South Carolina.
2. We find that, at all times pertinent herein, the Claimant was an employee of John Clark, having been hired in August, 2012. We find that at the time of his hire the Claimant was to be paid \$13 an hour. We find that after his first day at work, the Claimant was promoted by Mr. Clark to "lead man" and was given a raise to \$14 an hour.
3. We find that the first job on which the Claimant worked for John Clark was at a housing development in Brunswick County, North Carolina called *The Farm*. We find that while working at *The Farm*, the Claimant was supervising a crew of 6 or 7 of Mr. Clark's employees.

4. We find that when he hired the Claimant John Clark told him that he would be paid in cash. We find that the Claimant kept track of the hours that he worked. We find that when the Claimant first started working for Mr. Clark he often worked 50 to 60 hours a week.
5. We find that when the Claimant's crew finished their work in *The Farm* Mr. Clark was unable to provide them with additional work for approximately 2 weeks. We find that after that interval, Mr. Clark sent the Claimant and his other employees to work at a housing development known as *The Reserve at Market Common*. We find that when their work was completed at *The Reserve at Market Common* Mr. Clark sent his employees, including the Claimant, to a development known as *Lafayette Park* in Little River, South Carolina. We find that the Claimant and his crew were tasked with framing houses in that development. We find that the Claimant continued to serve as lead man of Mr. Clark's employees and continued to earn \$14 an hour.
6. We find that at the end of the work day on Saturday, November 17, 2012, John Clark gathered his crew together. We find that he told his employees -- including the Claimant -- that the weather forecast for the next day called for rain. We find that Mr. Clark told his employees that they were going to work the next day. We find that Mr. Clark instructed the Claimant to travel to his, Clark's, home in Murrells Inlet and pick up a tarp which he could in turn place on the open roof on the house on which they were working so that the crew would be able to work inside of the house despite of the weather. We

find that the Claimant complied with Mr. Clark's order and picked up the tarp from Mr. Clark's home. We find that the Claimant placed the tarp in his van and took it home.

7. We find that on the morning of Sunday, November 18, 2012, the Claimant woke up at approximately 5:30 a.m. We find that the Claimant, as was his habit, intended to arrive at the job site earlier than the rest of Mr. Clark's crew. We find that when the Claimant woke up that morning, the weather at his home in Nakina, North Carolina was wet and cold, but it was not raining. We find that the Claimant did not want to work that day but he nevertheless got up, got dressed and headed to the work site. We find that it normally took the Claimant 30 minutes to travel from his home to the worksite in *Lafayette Park*.
8. We find that on the morning of November 18, 2012, the Claimant and John Clark spoke by phone. We find that Mr. Clark did not specifically tell the Claimant to refrain from working on November 18, 2012. In that respect, we find that John Clark usually calls his employees to tell them if they weren't going to work due to the weather. We also find that Mr. Clark did not call any of his employees that morning and tell them that they weren't going to work that day.
9. We find that when the Claimant arrived at the job site in *Lafayette Park* between 7:30 and 8:00 a.m., the weather was cold and it was raining slightly. We find that the Claimant took a 12 foot ladder and placed it against the house on which they had been working. We find that the Claimant put on his safety harness and his hard hat, tied onto the safety line, climbed up the ladder and commenced to roll out the tarp. We find that in the

process of spreading the tarp over the hole in the roof, the Claimant "flapped" the tarp to get enough air under it so it would lie down. We find that the wind caught the tarp, however, and the Claimant was forced head first through the hole in the roof. We find that the Claimant struck two rafters, pinballing back and forth between the two. We find that in the process the Claimant sustained injuries to his head, face, neck, upper back, mid back, lower back, right shoulder, left hip, left leg and right knee. We find that, as the date of the hearing, all the Claimant's injuries have resolved except for those to his head, right shoulder and lower back.

10. We find that due to his head injury the Claimant was rendered unconscious. We find that the Claimant is unaware for how long he was unconscious. We find that, after his fall, the next thing the Claimant remembers is "Harley", one of Mr. Clark's other employees, screaming at him from the ground saying "Hey, hey, you alright up there?". We find that the Claimant was taken from the scene of his accident in an ambulance. We find that before he left the scene of the accident, the Claimant saw several other members of Mr. Clark's *Lafayette Park* crew who had shown up for work, including Robert Austin, "Rick" and John Grozia.

11. We find that the Claimant was taken by ambulance from the job site to Grand Strand Regional Medical Center.

12. We find that, as a result of the accident on November 18, 2012, the Claimant suffered injuries arising out of and in the course and scope of his employment with John Clark to

his head, face, neck, upper back, mid back, lower back, right shoulder, left leg, left hip and right knee. We find that all injuries except those to the Claimant's head, right shoulder and lower back have resolved.

13. We find that the Claimant is not at maximum medical improvement with respect to his work-related injuries. We find that the Claimant is entitled to additional evaluation/treatment for his head, right shoulder and lower back, all of which would tend to lessen his disability. We find that the Claimant is, at the least, entitled to the evaluation/treatment recommended by Dr. Chambers, all of which would tend to lessen the Claimant's disability
14. We find that while the Claimant was at Grand Strand Regional Medical Center on the date of the accident, he had a telephone conversation with John Clark. We find that during this telephone conversation Mr. Clark told the Claimant that he was going to have to talk to "his insurance people" to find out whether it would be cheaper to pay the Claimant out of his own pocket rather than turning it in to his insurance company. We find that during this telephone conversation Mr. Clark did not question why the Claimant climbed onto the roof of the house on which they were working. We also find that Mr. Clark failed during this telephone conversation to raise the issue that the Claimant had allegedly been injured performing a task which he had been told not to perform.
15. We find that the Claimant had a later telephone conversation with John Clark, during which they discussed the Claimant receiving medical treatment, as well as the Claimant

returning to work. We find that during this telephone conversation Mr. Clark told the Claimant that he, the Claimant, would have to be examined by a doctor before he would be allowed to return to work. We find that Mr. Clark told the Claimant that the need for a medical examination prior to his return to work was a "worker's comp rule". We find that Mr. Clark told the Claimant during this conversation that he, Clark, was going to send the Claimant to be evaluated by a doctor. We find that Mr. Clark failed to send the Claimant for the promised medical evaluation.

16. We find that the Claimant spoke to Mr. Clark on one or two occasions after he, the Claimant, was released from the hospital. We find that the day after Thanksgiving, 2012, the Claimant met with Mr. Clark. We find that at that meeting Mr. Clark gave the Claimant what amounted to approximately one half of a paycheck. We find that during that meeting Mr. Clark told the Claimant that the money he was giving him was to be counted against what he owed the Claimant. We find that the money paid by Mr. Clark was in the form of back pay, rather than in the form of workers' compensation benefits.
17. We find that the Claimant was unaware of exactly how many hours of work he averaged each week while he worked for John Clark. We find that the Claimant expected to be paid time and a half for each hour he worked over 40 hours in a week. We find that the Claimant expected, in a good year, to make \$50,000. We find that the Claimant estimated that he averaged working 62 to 63 hours a week while he was employed by John Clark.

18. We find that John Clark told the Claimant that there was a reason why he, Clark, wished for the house on which they were working to be finished as quickly as possible. We find that Mr. Clark told the Claimant that a representative of FirstSource had told him, Clark, that if the house was not completed on time, he, Clark, would not be given any more work by FirstSource. We find that Mr. Clark told the Claimant that if they *did* finish the house on time they would be given the remaining work in *Lafayette Park*.

19. We find that the Claimant is not at maximum medical improvement with respect to the work-related injuries to his head, right shoulder and lower back. We find that he is in need of additional evaluation/treatment for these body parts which would tend to lessen his disability. This finding is based on the evidence as a whole, including the medical records from Grand Strand Regional Medical Center and the report of Dr. Thomas Chambers.

20. We find that neither John Clark nor the Claimant kept comprehensive records concerning the Claimant's average weekly wage. We find that while the Claimant testified that he kept his records in a book and then transferred them to QuickBooks, the summary which he produced at the hearing was not a record generated by QuickBooks but was, rather, a summary which was prepared by his fiancé under his supervision. We find that Mr. Clark admitted that the Claimant worked between 40 and 50 hours a week. We find that the Claimant submitted time slips for two different weeks reflecting 54 and 54.5 hours of work, respectively. Based on the totality of the evidence, We find that the Claimant's average weekly wage is \$854.00 and his compensation rate is \$569.36. This finding is

based on an average work week of 54 hours and anticipates that the Claimant would have been paid time and a half for all work performed over 40 hours. Given that federal law required that the Claimant be paid time and a half for all work performed over 40 hours each week, we find that it is fair that the computation of the Claimant's average weekly wage take that into account.

21. We find that the Claimant has been unable to perform his job with John Clark since March 25, 2013. We base this finding on the opinion of Dr. Thomas Chambers.

22. We find that John Clark submitted to Builders FirstSource a "Certificate of Liability Insurance" dated September 27, 2012. We find that no evidence was presented below as to the date on which Mr. Clark provided Builders FirstSource with this document. In other words, We find that there is no evidence that John Clark provided this "Certificate of Liability Insurance" at the time he commenced work at the project at *Lafayette Park*. Additionally, We find that the "Certificate of Liability Insurance" does not specifically indicate that workers' compensation coverage is provided in South Carolina. We find that, consistent with §42-1-415, the "Certificate of Liability Insurance" provided by John Clark to Builders FirstSource is insufficient to transfer liability from Builders FirstSource and Liberty Insurance Company to the South Carolina Uninsured Employers Fund.

23. We find that Builders FirstSource was the general contractor for the project at *Lafayette Park* in Little River, South Carolina. We find that, at all times pertinent herein, John Clark was a subcontractor of Builders FirstSource. We find that, at all times pertinent herein, the Claimant was an employee of John Clark. We find that the Claimant was a statutory employee of Builders FirstSource, consistent with §42-1-410.

CONCLUSIONS OF LAW OF THE APPELLATE PANEL

1. At all times pertinent herein, the Claimant was an employee of John Clark, consistent with §42-1-130.
2. At all times pertinent herein, John Clark was the employer of the Claimant, consistent with §42-1-140.
3. At all times pertinent herein, the Claimant and John Clark were subject to the jurisdiction of the South Carolina Workers' Compensation Commission, consistent with §42-1-360.
4. At all times pertinent herein, Builders FirstSource was the statutory employer of the Claimant, consistent with §42-1-410.
5. At all times pertinent herein, Builders FirstSource, as statutory employer of the Claimant, is entitled to indemnity from John Clark for benefits it has paid, or will pay, to the Claimant under the South Carolina Workers' Compensation Act, consistent with §42-1-440.
6. On November 18, 2012, the Claimant suffered injuries arising out of and in the course and scope of his employment with John Clark, consistent with §42-1-160.

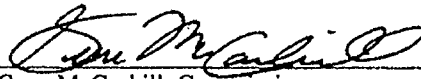
7. As a result of his work-related injuries, the Claimant received causally related medical treatment and incurred causally related medical expenses, consistent with §42-15-60.
8. As a result of his compensable work-related injuries the Claimant has been unable to work since March 25, 2013, consistent with §42-9-10.
9. The Claimant is in need additional causally related evaluation/treatment which would tend to lessen his disability, consistent with §42-15-60.
10. The Claimant's average weekly wage is \$845.00 and his compensation rate is \$569.36, consistent with §42-1-40 and REG. 67-1603.
11. Builders FirstSource failed to establish its entitlement to transfer liability to the South Carolina Uninsured Employers Fund for the benefits due the Claimant, consistent with §42-1-415; Hardy v. McDowell, 381 S.C. 435, 673 SE 2d 813(2009) and Hopper v. Terry Hunt Construction, 373 S.C. 475, 646 SE 2d 162, rehearing denied, certiorari granted, affirmed 383 S.C. 310, 680 SE 2d 1(2007).

ORDER

THEREFORE, IT IS HEREBY ORDERED that the Decision & Order of the Hearing Commissioner filed in the above-captioned matter on February 18, 2014 be, and hereby is, **AFFIRMED** in its entirety by the Appellate Panel and the same shall constitute the Decision & Order of the Appellate Panel.

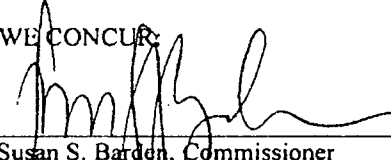
AND IT IS SO ORDERED.

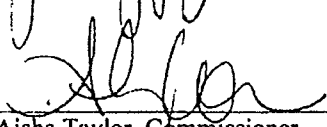
SC WORKERS' COMPENSATION COMMISSION


Gene McCaskill, Commissioner

FULL AFFIRMATION

WE CONCUR:


Susan S. Barden, Commissioner


Aisha Taylor, Commissioner

CERTIFICATE OF SERVICE

This is to certify that the undersigned has on this date served a copy of this order in the above entitled action upon all parties to this case by sending an electronic copy hereof by electronic mail addressed to the attorneys for said parties; or if there is an unrepresented party(ies), by depositing a copy hereof, postage paid in the United States mail, first class, addressed to the unrepresented party(ies) and to the attorney(s) for the represented party(ies).

By Kim Falls on February 9, 2015

SC Workers' Compensation Commission

1612 Marion Street
Post Office Box 1715
Columbia, South Carolina 29202-1715

WCC File #: Not Assigned

Carrier File #: _____

Carrier Code #: _____

Employer FEIN #: _____

Claimant's Name: Anthony S. Ransom

SSN: _____

Employer's Name: John Clark, d/b/a John Clark Builders

Address: _____

Address: PO Box 1981, Myrtle Beach, SC 29588City: NakinaState: NCZip: 28455

Home Phone: _____

Work Phone: () - _____

Insurance Carrier: Uninsured (See Addendum Page)Preparer's Name: J. Alan BassLaw Firm: Mickle & Bass, LLCPreparer's Phone #: (843) 839-2501

Complete each information blank. To request a hearing, check Box 13b, indicate the kinds of benefits claimed by checking the box(es) at Lines 6, 7, 8, and 9, and file this form in duplicate.

A claim for workers' compensation benefits is made based on the following grounds:

Date of Injury or Illness: 11/18/2012☒ Injury ☐ Illness ☐ Repetitive Trauma1a. The claimant sustained an injury to head, back, right knee, lower back, left buttock, left leg on 11/18/12 in Horry County, state of South Carolina.1b. Body part(s) affected are: head, back, right knee, lower back, left buttock, left legBriefly describe how the accident occurred: fell while placing tarp over gap in roof.

2. Both the claimant and the employer were subject to the South Carolina Workers' Compensation Act at the time of the injury.

3. The relationship of employer and employee existed at the time of the injury.

4. At the time of the injury the claimant was performing services arising out of and in the course of employment.

5. Notice of the accidental injury was given to the Employer on 11/18/12 in the following manner: verbally☒ 6. Due to injury, the claimant is in need of (check one):☐ (a) medical examination and treatment for: _____☒ (b) additional medical examination for treatment for: See 1(a) and (b)☒ 7. Due to injury, the claimant requests temporary total benefits because of lost compensable time from work and wages for the period of: (claimant requests an accounting)☐ 8. Due to the injury, the Claimant had permanent disability of the following nature and extent (check one):☐ (1) General Disability:☐ Total☐ (2) Specific Disability:☐ Total☐ (3) Wage Loss☐ Partial☐ Partial☐ 9. Due to the injury, the Claimant has a serious bodily disfigurement consisting of: _____10a. At the time of the injury, the Claimant was paid weekly wages of (Claimant requests a Form 20), and demands accounting of days worked and wages earned as provided by law.

10b. Give names and addresses of all employers for whom the Claimant has worked since the date of the accident:

11a. Further grounds or unusual aspects of claim:

11b. List names and addresses of all physicians or other medical specialties who have seen or treated the Claimant as a result of the accident: Grand Strand Regional Medical Center, 809 82nd Parkway, Myrtle Beach, SC 29577; Cottle Medical Group, 612 Jefferson St., Ste. 32, Whiteville, NC 28472.11c. To the best of your knowledge, did you have any prior permanent disability: unknown If yes, describe: _____

12. Appropriate benefits as provided in the Act for the above grounds and other relief as the Workers' Compensation Commission may direct as just and proper.

☐ 13a. I am filing a claim. I am not requesting a hearing at this time.☒ 13b. I am requesting a hearing. A \$25 fee is required.14. Estimated time needed for hearing: 2 hours

I verify the contents of this form are accurate and true to the best of my knowledge.

Preparer's Signature _____

Attorney for Claimant
Title _____abass@mickleandbass.com
Email _____Date 1/17/13

Refer to R.67-204 through R.67-210 and R.67-601 through R.67-615. Questions about the use of this form may be directed to the Commission's Claims Department.

WCC Form # 50

Revised 9/07

50

Employee's Notice of Claim and/or
Request for Hearing

Addendum to Form 50

Re: Anthony Ransom v. John Clark Builders; Builders FirstSource, Inc.; SCUEF

Employee's SSN#:

D/accident: 11/18/12

Defendants:

Employer:

John Clark, d/b/a John Clark Builders
PO Box 1981
Myrtle Beach, SC 29588

Claimant is informed and believes that employer is
uninsured.

General Contractor:

Builders FirstSource, Inc.
651 Century Circle
Conway, SC 29526

General Contractor's Insurance Carrier:

Liberty Insurance Corporation
PO Box 31204
Tampa, FL 33631

SC Uninsured Employers Fund
100 Executive Center Drive
Suite 101
Columbia, SC 29210

Claimant is informed and believes that SCUEF is a
necessary party to this claim.

STATE OF SOUTH CAROLINA	)	BEFORE THE
	)	SOUTH CAROLINA WORKERS'
COUNTY OF HORRY	)	COMPENSATION COMMISSION
ANTHONY RANSOM,	)	W.C.C. File No. NOT ASSIGNED
	)	
Claimant,	)	
vs.	)	CERTIFICATE OF SERVICE BY MAIL
	)	
JOHN CLARK, d/b/a	)	
JOHN CLARK BUILDERS,	)	
	)	
Employer/Defendant.	)	
_____	)	

The undersigned employee of *Mickle & Bass, LLC* does hereby certify that she has served a copy of the below referenced document(s) in the above captioned case on the below referenced individuals, entity, employer/carrier by depositing the same by first class postage in the United States mail on the 17 day of January, 2013.

Documents served: FORM 50

Parties served:

Virginia L. Crocker
Judicial Director
SC Workers' Compensation Commission
P. O. Box 1715
Columbia, South Carolina 29202-1715

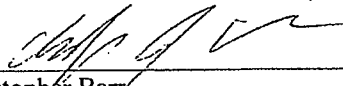
John Clark Builders
PO Box 1981
Myrtle Beach, SC 29588

Builders FirstSource
651 Century Circle
Conway, SC 29526

Liberty Insurance Corporation
PO Box 31204
Tampa, FL 33631

SC Uninsured Employers Fund
100 Executive Center Drive
Suite 101
Columbia, SC 29210

Lisa C. Glover, Esquire
100 Executive Center Drive, Suite 101
Santee Building
Columbia, SC 29210



Christopher Barr

Myrtle Beach, South Carolina

South Carolina Workers' Compensation Commission
1612 Marion St.
P.O. BOX 1715
Columbia, SC 29202-1715
(803) 737-5723



WCC File #: X130083
Carrier File #: WC555-A88170
Carrier Code #: X130083
Employer FEIN #:

Claimant's Name: Anthony S. Ransom Employer's Name: Builders FirstSource, Inc./Southeast Group
Address: _____ Address: 651 Century Circle
City Nakina State: NC Zip: 28455 City Conway State: SC Zip: 29526
Home Phone: _____ Work Phone: _____ Carrier: Liberty Mutual Insurance Company
Preparer's Name: Matthew R. Cook, Esq. Law Firm: Turner Padgett Graham & Laney P.A. Preparer's Phone #: (803) 227-4321

Date of Injury or Illness: 11/18/2012

Complete each information blank. Specify clearly when contentions are admitted in part and denied in part. The employer/carrier, in answer to the claim, respectfully shows:

- It is **Denied** that the employee sustained an injury or illness on or about the date set forth in the Form 50. The reasons for denial are:
Claimant was not an employee of Builders FirstSource; Builders FirstSource has a Certificate of Insurance for subcontractors.
- It is **Denied** that both the employer and employee were subject to the Workers' Compensation Act at the time in question. The reasons for denial are:
See #1.
- It is **Denied** that the relationship of employer and employee existed at the time in question. The reasons for denial are:
See #1.
- It is **Denied** that at the time in question the employee was performing services arising out of and in the course of employment. The reasons for denial are:
See #1.
- It is **Admitted** that the notice of injury was given to the employer. The reasons for denial are:
See #1.
- It is **Denied** that the employee Needs / Is Entitled to Additional medical care as a result of injury or illness. The reasons for denial are:
Unknown; See #1.
- It is **Denied** that the employee is entitled to temporary total disability for the period(s) of:
Unknown; See #1.
- It is **Denied** that the employee is permanently disabled. The reasons for denial are:
Unknown; See #1.
- It is **Denied** that the employee has serious disfigurement.
- It is contended that an average weekly wage of \$0 applies, according to attached Form 20 as provided by law.
- Further contentions, grounds of defense, or unusual aspects are:
Builders FirstSource has a Certificate of Insurance for John Clark showing valid Workers' Compensation insurance from 8/6/12 - 8/6/13 (See Attachment).
- Estimated time needed for hearing: 1 hour

I certify I have served this document pursuant to R.67-212 by delivering a copy to:

J. Alan Bass, Esquire	Builders	John Clark	SC Uninsured Employers Fund	Ms. Virginia Crocker, Judicial
Mickle & Bass, LLC	FirstSource, Inc.	1076 Weslin Creek Dr.	100 Executive Center Drive	Director
1039 44th Ave. N., Ste 102	651 Century Circle	Myrtle Beach, SC 29588	Suite 101	S. C. Workers' Comp. Comm.
Myrtle Beach, SC 29577	Conway, SC 29526		Columbia, SC 29210	P.O. Box 1715
				Columbia, SC 29202-1715

on the 15th day of February, 2013 by ☒ first class mail ☐ personal service ☐ certified mail.

I verify the contents of this form are accurate and true to the best of my knowledge.

Preparer's Signature: J. Brandon Hylton, Esq. Attorney for Defendants BHylton@TurnerPadgett.com February 15, 2013
Title _____ Email _____ Date _____

Refer to R.67-204 through R.67-210 and R.67-601 through R.67-615. Questions about the use of this form may be directed to the Commission's Judicial Department. Pursuant to R.67-606, a Form 20 must be filed with the Claims Department at least 30 days from the date of filing this form.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/27/12

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
 Waccamaw Insurance Services
 Murrells Inlet Office
 P.O. Box 3948
 Murrells Inlet, SC 29576-3948
 Chris Hawley

Phone: 843-357-9090
 Fax: 843-357-6343

CONTACT NAME	
PHONE (A/C No. Ext.)	FAX (A/C No.)
E-MAIL ADDRESS	
INSURER(S) AFFORDING COVERAGE	
INSURER A: Liberty Mutual Ins. Co.	NAIC #
INSURER B: Canopus US Ins Inc	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED John Clark
 1076 Weslin Creek Drive
 Myrtle Beach, SC 29588

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

NSR	TYPE OF INSURANCE	ADDL SUBR	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS
CTR		INSTR		(MM/DD/YYYY)	(MM/DD/YYYY)	
B	GENERAL LIABILITY					
	☒ COMMERCIAL GENERAL LIABILITY	☒	OUS009037181	08/28/12	08/28/13	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR					DAMAGE TO RENTED PREMISES (Eg. occurrence) \$ 100,000
						MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PERSONAL & ADV INJURY \$ 1,000,000
	☐ POLICY ☐ PROJECT ☐ LOC					GENERAL AGGREGATE \$ 2,000,000
	AUTOMOBILE LIABILITY					PRODUCTS - COM/PROP AGG \$ 1,000,000
	☐ ANY AUTO					
	☐ ALL OWNED AUTOS	☐ SCHEDULED AUTOS				COMBINED SINGLE LIMIT (Eg. accident) \$
	☐ HIRED AUTOS	☐ NON-OWNED AUTOS				BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB	☐ OCCUR				
	EXCESS LIAB	☐ CLAIMS-MADE				EACH OCCURRENCE \$
						AGGREGATE \$
	DED ☐ RETENTION \$					
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	☒	WC535S529019012	08/06/12	08/06/13	☒ WC STATUTORY LIMITS ☐ OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☒				E.L. EACH ACCIDENT \$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 100,000
						E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Builders First Source Southeast Group, LLC are named as additional insureds with respects to general liability.

CERTIFICATE HOLDER

CANCELLATION

BUILD02

Builders First Source
 Southeast Group, LLC
 2001 Bryan Street, Ste 1800
 Dallas, TX 75201

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
 Chris Hawley

347-9721

© 1988-2010 ACORD CORPORATION. All rights reserved.

STATE OF SOUTH CAROLINA

)

) CERTIFICATE OF SERVICE

COUNTY OF FLORENCE

The undersigned employee of the Law Offices of Turner Padget Graham & Laney P.A P.O. Box 5478 Florence, SC 29502 does hereby certify that he or she has served the following named party (or parties) and/or individual(s) with the document(s) indicated below, in accordance with Regulations 67-210, 67-211, 67-213, 67-214 and 67-215, and such other law as may be applicable, by mailing a copy of the same to the party and/or individual in the United States Mail with sufficient first class postage affixed thereto, and a return address clearly marked on the date stated below:

Anthony S. Ransom vs. John Clark d/b/a
John Clark Builders

WCC No: X130083

DOCUMENT(S) SERVED: Form 51

February 8, 2013

VIA REGULAR FIRST CLASS MAIL:

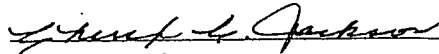
J. Alan Bass, Esquire
1039 44th Avenue North, Ste. 102
Myrtle Beach, SC 29577

SC Uninsured Employers Fund
100 Executive Center Drive, Suite 101
Columbia, SC 29210

Builders FirstSource, Inc.
651 Century Circle
Conway, SC 29526

Ms. Virginia Crocker, Judicial Director
S.C. Workers' Compensation Commission
Post Office Box 1715
Columbia, South Carolina 29202

Mr. John Clark
1076 Weslin Creek Dr.
Myrtle Beach, SC 29588


Cheryl C. Jackson,
Paralegal to J. Brandon Hylton



Employer FEIN #:

Claimant's Name: Anthony S. Ransom Employer's Name: Builders FirstSource, Inc./Southeast Group
Address: _____ Address: 651 Century Circle
City Nakina State: NC Zip: 28455 City Conway State: SC Zip: 29526
Home Phone: _____ Work Phone: _____ Carrier: Liberty Mutual Insurance Company
Preparer's Name: Matthew R. Cook, Esq. Law Firm: Turner Padgett Graham & Laney P.A. Preparer's Phone #: (803) 227-4321

Date of Injury or Illness: 11/18/2012

Complete each information blank. Specify clearly when contentions are admitted in part and denied in part. The employer/carrier, in answer to the claim, respectfully shows:

- It is **Denied** that the employee sustained an injury or illness on or about the date set forth in the Form 50. The reasons for denial are:
Claimant was not an employee of Builders FirstSource; Builders FirstSource has a Certificate of Insurance for subcontractors. Claim did not arise out of or in the course of employment.
- It is **Denied** that both the employer and employee were subject to the Workers' Compensation Act at the time in question. The reasons for denial are:
See #1.
- It is **Denied** that the relationship of employer and employee existed at the time in question. The reasons for denial are:
See #1.
- It is **Denied** that at the time in question the employee was performing services arising out of and in the course of employment. The reasons for denial are:
See #1.
- It is **Admitted** that the notice of injury was given the employer. The reasons for denial are:
See #1.
- It is **Denied** that the employee **Needs / Is Entitled to Additional** medical care as a result of injury or illness. The reasons for denial are:
Unknown; See #1.
- It is **Denied** that the employee is entitled to temporary total disability for the period(s) of:
Unknown; See #1.
- It is **Denied** that the employee is permanently disabled. The reasons for denial are:
Unknown; See #1.
- It is **Denied** that the employee has serious disfigurement.
- It is contended that an average weekly wage of **\$0** applies, according to attached Form 20 as provided by law.
- Further contentions, grounds of defense, or unusual aspects are:
Builders FirstSource has a Certificate of Insurance for John Clark showing valid Workers' Compensation insurance from 8/6/12 – 8/6/13 (See Attachment). Claimant disobeyed order not to work on date of accident
- Estimated time needed for hearing: 1 hour

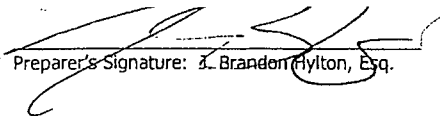
I certify I have served this document pursuant to R.67-212 by delivering a copy to:

J. Alan Bass, Esquire	Builders FirstSource, Inc.	John Clark	SC Uninsured Employers Fund	Ms. Virginia Crocker, Judicial Director
Mickle & Bass, LLC	651 Century Circle	1076 Weslin Creek Dr.	100 Executive Center Drive	S. C. Workers' Comp. Comm.
1039 44th Ave. N., Ste 102	Conway, SC 29526	Myrtle Beach, SC 29588	Suite 101	P.O. Box 1715
Myrtle Beach, SC 29577			Columbia, SC 29210	Columbia, SC 29202-1715

on the 18th day of March, 2013 by ☒ first class mail ☐ personal service ☐ certified mail.

SCWCC
MAR 20 2013
JUDICIAL

Refer to R.67-204 through R.67-210 and R.67-601 through R.67-615. Questions about the use of this form may be directed to the Commission's Judicial Department. Pursuant to R.67-606, a Form 20 must be filed with the Claims Department at least 30 days from the date of filing this form.


Preparer's Signature: B. Brandon Hylton, Esq.

Attorney for Defendants
Title

BHylton@TurnerPa .t.com
Email

March 18, 2013
Date

Refer to R.67-204 through R.67-210 and R.67-601 through R.67-615. Questions about the use of this form may be directed to the Commission's Judicial Department. Pursuant to R.67-606, a Form 20 must be filed with the Claims Department at least 30 days from the date of filing this form.

WCC Form # 51 (AMENDED)
Revised 4/2012

AMENDED
51

Employer's Amended Answer to
Request for Hearing

STATE OF SOUTH CAROLINA)

) CERTIFICATE OF SERVICE

COUNTY OF FLORENCE

The undersigned employee of the Law Offices of Turner Padgett Graham & Laney P.A P.O. Box 5478 Florence, SC 29502 does hereby certify that he or she has served the following named party (or parties) and/or individual(s) with the document(s) indicated below, in accordance with Regulations 67-210, 67-211, 67-213, 67-214 and 67-215, and such other law as may be applicable, by mailing a copy of the same to the party and/or individual in the United States Mail with sufficient first class postage affixed thereto, and a return address clearly marked on the date stated below:

Anthony S. Ransom vs. John Clark d/b/a John Clark Builders

WCC No: X130083

DOCUMENT(S) SERVED: Amended Form 51
March 18, 2013

VIA REGULAR FIRST CLASS MAIL:

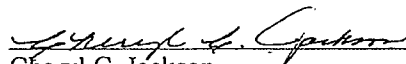
J. Alan Bass, Esquire
1039 44th Avenue North, Ste. 102
Myrtle Beach, SC 29577

Lisa Glover, Esquire
SC Uninsured Employers Fund
100 Executive Center Drive, Suite 101
Columbia, SC 29210

Builders FirstSource, Inc.
651 Century Circle
Conway, SC 29526

Ms. Virginia Crocker, Judicial Director
S.C. Workers' Compensation Commission
Post Office Box 1715
Columbia, South Carolina 29202

Mr. John Clark
1076 Weslin Creek Dr.
Myrtle Beach, SC 29588


Cheryl C. Jackson,

Paralegal to J. Brandon Hylton

South Carolina Workers' Compensation Commission
1333 Main Street, Suite 500
P.O. BOX 1715
Columbia, SC 29202-1715
803-737-5675 www.wcc.sc.gov



WCC File #: **X130083**

Carrier File #: **WC555-A88170**

Carrier Code #: _____

Employer FEIN #: _____

Claimant's Name: Anthony S. Ransom SSN: - - - Employer's Name: Builders FirstSource, Inc./Southeast Group
Address: _____ Address: 2001 Bryan Street, Suite 1600
City: Nakina State: NC Zip: 28455 City: Dallas State: TX Zip: 75201-3017
Home Phone: _____ Work Phone: _____ Insurance Carrier: Liberty Mutual Insurance Company
Preparer's Name: Matthew R. Cook, Esq. Law Firm: Turner Padget Graham & Laney P.A. Preparer's Phone #: (803) 227-4321

REQUEST FOR COMMISSION REVIEW

Request for Commission Review by ☐ claimant ☒ employer (check one) Date of injury: 11/18/2012

The undersigned makes application for review of the findings of the Commissioner in the above-captioned case. The request for review is based on the following grounds: (State the grounds of your appeal in the form of questions presented. Each question presented must contain a concise statement of one proposition of law or fact. Refer to evidence by title and exhibit number. Use additional pages if necessary).

Defendant/Appellant Builders First Source, Inc., and Liberty Insurance Company hereby request Commission review and seek oral argument stemming from the Decision and Order of the single Commissioner Order as follows:

1. Did the Single Commissioner err in finding as fact and concluding as law that the Claimant sustained a compensable injury on November 18, 2012, and thereby ordering past and ongoing TTD benefits, reimbursement for past medical treatment, and ongoing medical treatment when the preponderance of the evidence indicated otherwise?
2. Did the Single Commissioner err in finding as fact and concluding as law that the Defendants/Appellants Builders First Source, Inc., and Liberty Insurance Company were not entitled to transfer liability to the South Carolina Uninsured Employer's Fund when the preponderance of the facts indicated otherwise?
3. Did the Single Commissioner err in awarding compensability when the preponderance of the evidence indicated that the Claimant's alleged injuries did not arise out of nor did they occur in the course and scope of employment?
4. Did the Single Commissioner err in findings as fact and concluding as law that Defendants/Appellants Builders First Source Inc., and Liberty Insurance Company were the statutory employer of the Claimant?
5. Did the Single Commissioner err in finding as fact and concluding as law that Defendants/Appellants Builders First Source, Inc., and Liberty Insurance Company are responsible for providing the Claimant with all ongoing causally related medical treatment and indemnity benefits?
6. Did the Single Commissioner err in finding as fact and concluding as law the Claimant's average weekly wage and compensation rate when such finding was based upon surmise, conjecture, and speculation?
7. Did the Single Commissioner err in finding as fact and concluding as law that Defendants/Appellants

Questions about the use of this form should be directed to the Judicial Department at 803.737.5675 or appeals@wcc.sc.gov.

If the claimant appeals and is not represented by counsel, the Judicial Department will properly serve this form pursuant to Reg. 67-607 C. Pursuant to Reg. 67-205 and Reg. 701, the appeal must be postmarked no later than 14 days from the date of service of the Decision and Order of the Hearing Commissioner along with the filing fee. Attach a Form 32, if you are unable to pay the filing fee. Refer to Reg. 67-205 and Reg. 67-701 through 711.

WCC Form # 30
Revised 7/13

30

MAR 03 2014
JUDICIAL

REQUEST FOR COMMISSION REVIEW

R-80

Builders First Source, Inc., and Liberty Insurance Company are responsible to pay the Claimant's past medical bills including Grand Strand Regional Medical Center when the preponderance of the evidence indicates otherwise?

8. Did the Single Commissioner err in finding as fact and concluding as law that Defendants/Appellants Builders First Source, Inc., and Liberty Insurance Company are responsible for paying temporary total disability benefits at the rate of \$569.39 each week from March 25, 2013, to present and continuing as a preponderance of the evidence indicated otherwise?
9. Did the Single Commissioner err in finding as fact and concluding as law that Defendants/Appellants Builders First Source, Inc., and Liberty Insurance Company are responsible for providing the Claimant with further evaluation and treatment for injuries to the head, right shoulder and low back as recommended by Dr. Chambers when the preponderance of the evidence indicated otherwise?
10. Defendants/Appellants Builders First Source, Inc., and Liberty Mutual Insurance Company reserve the right to supplement additional grounds for appeal?

(Check one) Oral argument ☒ is ☐ is not requested. Appellant's request for oral argument is waived if not indicated on this form.

☐ Mediation

☐ Mediation is requested by consent of the Parties pursuant to Reg. 67-1803.

Questions regarding mediation may be submitted to mediation@wcc.sc.gov.

I certify I have served this document pursuant to Reg. 67-211 by delivering a copy to _____
address _____ on the 25th day of February, 2014 by ☐ first class mail ☐ personal service ☐ certified mail.

Preparer's Signature

Esq.
Title

MCook@TurnerPadgett.com
Email

February 27, 2014
Date

Check this box if you are not represented by an attorney ☐

Questions about the use of this form should be directed to the Judicial Department at 803.737.5675 or appeals@wcc.sc.gov.

If the claimant appeals and is not represented by counsel, the Judicial Department will properly serve this form pursuant to Reg. 67-607 C. Pursuant to Reg. 67-205 and Reg. 701, the appeal must be postmarked no later than 14 days from the date of service of the Decision and Order of the Hearing Commissioner along with the filing fee. Attach a Form 32, if you are unable to pay the filing fee. Refer to Reg. 67-211 and Reg. 67-701 through 711.

PROOF OF SERVICE

The undersigned certifies that she is an employee at TURNER, PADGET, GRAHAM & LANEY, P.A., and that the attached Form 30 was served upon the parties below, in accordance with Regulations 67-210, 67-211, 67-213, 67-214, and 67-215, and such other law as may be applicable, by depositing a copy of same in the United States Mail, postage prepaid, addressed to:

Gene McCaskill, Commissioner
SC Workers' Compensation Commission
P. O. Box 1715
Columbia, SC 29202-1715

Lisa C. Glover, Esquire
SC Uninsured Employers' Fund
State Accident Fund
PO Box 210039
Columbia, SC 29221

J. Alan Bass, Esquire
Mickle and Bass
1039 44th Avenue North, Ste. 102
Myrtle Beach, SC 29577

John Clark
1076 Weslin Creek Drive
Myrtle Beach, SC. 29588

Debra Selander

Debra P. Selander, legal assistant to
Matthew R. Cook

February 27, 2014.

South Carolina Workers' Compensation Commission
1333 Main Street, Suite 500
P.O. BOX 1715
Columbia, SC 29202-1715
803-737-5675 www.wcc.sc.gov



WCC File #: **1219902**
Carrier File #: _____
Carrier Code #: _____
Employer FEIN #: _____

Claimant's Name: Mr. Anthony S. Ransom SSN: _____ Employer's Name: Builders FirstSource, Inc.
Address: _____ Address: 651 Century Circle
City: Nakina State: NC Zip: 28455 City: Conway State: SC Zip: 29526
Home Phone: _____ Work Phone: () - Insurance Carrier: Liberty Mutual Insurance Company
Preparer's Name: J. Alan Bass Law Firm: Mickle and Bass, LLC Preparer's Phone #: (843) 839-2501

REQUEST FOR COMMISSION REVIEW

Request for Commission Review by ☒ Claimant ☐ Employer (check one) Date of Injury or Illness: 11/18/2012

The undersigned makes application for review of the findings of the Commissioner in the above-captioned case. The request for review is based on the following grounds: (State the grounds of your appeal in the form of questions presented. Each question presented must contain a concise statement of one proposition of law or fact. Refer to evidence by title and exhibit number. Use additional pages if necessary).

The Claimant, Anthony S. Ransom, hereby requests Commission review of the attached Decision & Order dated February 18, 2014, as follows:

1) Did the single Commissioner err in failing to award the Claimant temporary total disability benefits from November 18, 2012 through March 24, 2013 when the preponderance of the evidence established his entitlement thereto?

(Check one) Oral argument ☒ is ☐ is not requested. Appellant's request for oral argument is waived if not indicated on this form.

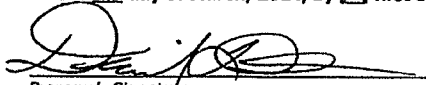
☐ Mediation

☐ Mediation is requested by consent of the Parties pursuant to Reg. 67-1803.

Questions regarding mediation may be submitted to mediation@wcc.sc.gov.

I certify I have served this document pursuant to Reg. 67-211 by delivering a copy to _____

on the 4th day of March, 2014, by ☒ first class postage ☐ certified mail ☐ personal service.


Preparer's Signature

Attorney
Title

abass@mickleandbass.com
Email

3.4.14
Date

Check this box if you are not represented by an attorney ☐

Questions about the use of this form should be directed to the Judicial Department at 803.737.5675 or appeals@wcc.sc.gov.

If the claimant appeals and is not represented by counsel, the Judicial Department will properly serve this form pursuant to Reg. 67-607 C. Pursuant to Reg. 67-205 and Reg. 701, the appeal must be postmarked no later than 14 days from the date of service of the Decision and Order of the Hearing Commissioner along with the filing fee. Attach a Form 32, if you are unable to pay the filing fee. Refer to Reg. 67-211 and Reg. 67-701 through 711.

STATE OF SOUTH CAROLINA

COUNTY OF HORRY

ANTHONY S. RANSOM

Claimant

vs.

JOHN CLARK D/B/A

JOHN CLARK BUILDERS

Employer/Defendant

BEFORE THE
SOUTH CAROLINA WORKERS'
COMPENSATION COMMISSION

W.C.C. File No. 1219902

CERTIFICATE OF SERVICE BY MAIL

The undersigned employee of *Mickle & Bass, LLC* does hereby certify that he has served a copy of the below referenced document(s) in the above captioned case on the below referenced individuals, entity, employer/carrier by depositing the same by first class postage in the United States mail on the 4th day of March, 2014.

Documents served: FORM 30.

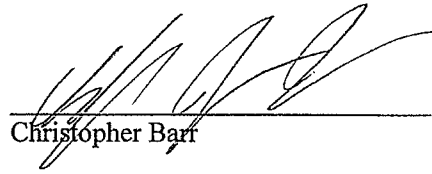
Parties served:

Virginia L. Crocker
Judicial Director
SC Workers' Compensation Commission
P. O. Box 1715
Columbia, South Carolina 29202-1715

Matthew R. Cook
Turner Padget Graham & Laney, PA
PO Box 1473
Columbia, SC 29202

Lisa C. Glover
SC Uninsured Employers' Fund
PO Box 210039
Columbia, SC 29221

John Clark
1076 Weslin Creek Drive
Myrtle Beach, SC 29588



Christopher Barr

Myrtle Beach, South Carolina

BEFORE THE SOUTH CAROLINA
WORKERS' COMPENSATION COMMISSION
WCC FILE NO: 1219902

ANTHONY S. RANSOM,)
)
Employee/Claimant,)
)
-versus-)
)
JOHN CLARK, D/B/A JOHN CLARK)
BUILDERS,)
)
Carrier/Defendant.)
_____)

THE DEPOSITION
OF
JOHN M. CLARK

Friday, April 19th, 2013
11:16 a.m. – 1:20 p.m.

The deposition of JOHN M. CLARK, taken on the
19th day of April, 2013 at the law offices of MICKLE &
BASS, LLC, located at 1039 44th Avenue North, Suite
102, Myrtle Beach, South Carolina 29577.

CP-26 REPORTING

Melissa M. Decker, Court Reporter
PHONE: (843) 446-1691; E-MAIL: melissadecker@sc.rr.com

APPEARANCES:

FOR THE PLAINTIFF:

J. Alan Bass, Esquire
MICKLE & BASS, LLC
1039 44th Avenue North, Suite 102
Myrtle Beach, South Carolina 29577

FOR THE DEFENDANTS:

John Clark
Lisa C. Glover, Esquire
SOUTH CAROLINA UNINSURED EMPLOYERS' FUND
100 Executive Center Drive, Suite 101
Columbia, South Carolina 29210

Builders FirstSource
J. Brandon Hylton, Esquire
TURNER PADGET GRAHAM & LANEY, P.A.
319 South Irby Street
Florence, South Carolina 29501

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CP-26 REPORTING

Melissa M. Decker, Court Reporter
PHONE: (843) 446-1691
E-MAIL: melissadecker@sc.rr.com

EXHIBITS

Claimant's Deposition Exhibit Number 1	19
(Handwritten record of hours worked)	
Claimant's Deposition Exhibit Number 2	35
(Timesheet)	
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(Timesheet)	
Claimant's Deposition Exhibit Number 4	60
(Certificate of Liability Insurance)	
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(Color photocopy of house)	
Claimant's Deposition Exhibit Number 6	99
(Handwritten note of Anthony Ransom)	
Claimant's Deposition Exhibit Number 7	112
(Invoice from Owens Steel & Machine Works, Inc. Boom Struck Service)	
Defendant's Deposition Exhibit Number 1	119
(Cell phone records of John M. Clark - referencing Watts)	
Defendant's Deposition Exhibit Number 2	123
(Cell phone records of John M. Clark - referencing Ransom)	

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

STIPULATIONS

CP-26 REPORTING

Melissa M. Decker, Court Reporter
PHONE: (843) 446-1691
E-MAIL: melissadecker@sc.rr.com

The deposition will be taken before Melissa M. Decker, a Notary Public and Court Reporter in and for the State of South Carolina.

It is stipulated and agreed that this deposition is being taken pursuant to the governing rules.

It is stipulated and agreed that all objections, except as to the form of the question, will be reserved until the time of the trial.

It is stipulated and agreed between counsel and the above witness that the reading and signing of the above deposition be, and the same, are hereby waived.

1 JOHN M. CLARK, HAVING BEEN DULY SWORN, WAS
2 DEPOSED AS FOLLOWS:

3 **EXAMINATION**

4 BY MR. BASS:

5 Q: What is your name, sir?

6 A: John Matthew Clark.

7 Q: What is your date of birth?

CP-26 REPORTING

Melissa M. Decker, Court Reporter
PHONE: (843) 446-1691
E-MAIL: melissadecker@sc.rr.com

1 A: .
2 Q: What is your Social Security Number?
3 A: It's
4 Q: - ---
5 A: .
6 Q: Date of birth, again?
7 A: .
8 Q: And what did you say your middle initial
9 was?
10 A: "M."
11 Q: "M"?
12 A: Yes.
13 Q: And Clark is no "E" on the end of it?
14 A: No.
15 Q: No, but it does have an "E."?
16 A: No; it don't have a "E."
17 Q: Thank you. What is your address?
18 A: Address is 1076 Weslin Creek Drive,
19 Myrtle Beach, South Carolina 2-9-5-8-8.
20 Q: Westland?
21 A: Weslin.
22 Q: Spell that for me.
23 A: W-E-S-L-I-N.
24 Q: Weslin. Okay.
25 A: Weslin.

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E-MAIL: melissadecker@sc.rr.com

1 Q: Whereabouts is that?
2 A: That is off Holmestown Road.
3 Q: How long have you lived there?
4 A: And I have lived there now approximately
5 three years.
6 Q: Do you have any post office boxes that
7 you've used in the last two years?
8 A: At the first of, probably about two
9 years ago, I had one when I went through
10 a divorce.
11 Q: And when was that?
12 A: That's probably been a couple of years,
13 in Myrtle Beach.
14 Q: Do you remember when it was?
15 A: Not right off the top of my head.
16 Q: Okay. Who lives with you at 1076 Weslin
17 Creek Drive?
18 A: I live with my fiancé. It's her house.
19 Q: Okay. What is her name?
20 A: Lisa Danielle Brown.
21 Q: And how long have you lived at that
22 address with her?
23 A: I've lived at that address approximately
24 three years, close to three years.
25 Q: How about P. O. Box 1981, Myrtle Beach;

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1 how long has it been since you've used
2 that ---
3 A: I'm ---
4 Q: P.O. Box?
5 A: --- un-for sure on that and I can't
6 answer it. I have no idea.
7 Q: You don't know. When is the last time
8 you checked that post office box?
9 A: That has been a long time.
10 Q: How long is a long time?
11 A: Probably a couple of years.
12 Q: All right. Sir, how are you employed?
13 A: How am I employed? Right now I work for
14 Sunrise Builders.
15 Q: Sunrise Builders?
16 A: Yes.
17 Q: Who owns Sunrise Builders?
18 A: Dwight Causey.
19 Q: For how long have you owned Sunrise ---
20 A: I ---
21 Q: --- or worked, worked at Sunrise
22 Builders?
23 A: Probably about since the time this
24 accident took place. I could no longer
25 afford to work no more because the money

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1 was not there building houses.
2 Q: So since November, the latter part of
3 2012?
4 A: Yeah, probably somewhere in there ---
5 Q: Would that be fair?
6 A: --- off and on, yes.
7 Q: Did you work for somebody or at
8 someplace other than Sunrise Builders
9 since November of 2012?
10 A: Hmm, someplace other than that?
11 Q: Yes, sir.
12 A: Hmm, I'm not for sure on that one. I
13 don't know. Maybe I've done something
14 small. I don't know. I can't sit and
15 say that. I don't know.
16 Q: You don't know. Fair enough. At some
17 point, did you operate a business known
18 as John Clark Builders?
19 A: No, sir.
20 Q: Never have?
21 A: No, sir. It was John Clark; no John
22 Clark Builders.
23 Q: Okay. So you were a sole proprietor?
24 A: Yes.
25 Q: Okay. Fair enough. At any time when

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Melissa M. Decker, Court Reporter
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1 you worked as a builder, did you have a
2 contractor's license?
3 A: Did I have a contractor's license? No.
4 Q: Did you have an Horry County or
5 Georgetown County Business License?
6 A: I've had a Horry County one, and I don't
7 think I had a Georgetown, but I had a
8 Horry County and a City of Myrtle Beach.
9 Q: Do you still have a business license
10 with Horry County?
11 A: No, sir.
12 Q: When did that expire?
13 A: Hmm, probably last year.
14 Q: When last year?
15 A: Approximately -- that I can't answer. I
16 have no idea, probably in June or
17 something like that maybe.
18 Q: June.
19 A: I think that's the way their timeframe
20 is, is like from June to June.
21 Q: All right. So is your testimony you
22 didn't have an Horry County Business
23 License in November of 2012?
24 A: No, sir.
25 Q: No; that's not your testimony, or no,

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1 you didn't have a business license?
2 A: I did not have a business license.
3 Q: Do you still have a valid business
4 license with the City of Myrtle Beach?
5 A: No, sir. I no longer work for myself.
6 Q: And when did the business license with
7 the City of Myrtle Beach expire?
8 A: It was probably about the same time,
9 somewhere that area of June, or
10 somewhere.
11 Q: Mid 2000 ---
12 A: Un-for sure, but somewhere.
13 Q: I understand. Did you have a valid
14 business license with the City of Myrtle
15 Beach in 2012?
16 A: No, sir, because I wasn't working in
17 Myrtle Beach.
18 Q: As of November 18th, 2012, did you have
19 a valid business license with any
20 governmental entity?
21 A: No, because when I done my paperwork for
22 Builders FirstSource and 84 Lumber, I
23 was not asked to have a builder's
24 license. I was asked to carry the
25 Workman's Comp insurance and the general

CP-26 REPORTING

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1 liability.
2 Q: So the answer to my question is no?
3 A: Yes, sir.
4 Q: You would agree that as of November
5 18th, 2012 you were operating as a
6 builder?
7 A: Yes.
8 Q: Okay. As of November 18th, 2012, did
9 you own any vehicles which you used in
10 connection with your business?
11 A: I have one pick-up truck which I still
12 owe money on, approximately seven, eight
13 thousand dollars, and it was insured
14 under State Farm's insurance as a work
15 vehicle for Builders FirstSource.
16 Q: So the answer to my question is yes?
17 A: Yes, sir.
18 Q: What was the make and model of that ---
19 A: It was a 2005 ---
20 Q: --- pick-up truck?
21 A: --- Dodge Ram.
22 Q: Did you have any signs, metallic or
23 painted on the side of this vehicle?
24 A: No, sir.
25 Q: Never have?

CP-26 REPORTING

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1 A: Never have.

2 Q: Now you mentioned Builders FirstSource
3 and a lumber company?

4 A: 84 Lumber.

5 Q: In the past when you were working as a
6 builder, did you have any type of
7 business relationship with Builders
8 FirstSource and or 84 Lumber?

9 A: In the past?

10 Q: In the past.

11 A: In the past, I'd buy lumber there if I
12 ever needed it, if they had something
13 that Lowe's or Home Depot didn't have.

14 Q: So that's a yes?

15 A: Yes.

16 Q: And which company were you referring: 84
17 Lumber, Builders FirstSource, or both?

18 A: Probably bought stuff from both ---

19 Q: Okay.

20 A: --- over the years.

21 Q: Other than buying supplies from Builders
22 FirstSource, did you have any other type
23 of business relationship with them?

24 A: No, sir.

25 Q: Never have?

CP-26 REPORTING

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1 A: Never have, nor 84.

2 Q: So your testimony is that you've never
3 contracted with Builders FirstSource to
4 build anything for them?

5 A: Not before the previous time that I was
6 working with them.

7 Q: Well what ---

8 A: I must have took your question wrong. I
9 thought you said that previously, before
10 this, but yes, I did build houses for 84
11 Lumber and I did build houses for
12 Builders FirstSource.

13 Q: Okay.

14 A: But before that, no ---

15 Q: Okay.

16 A: --- just buy material.

17 Q: So I guess at this point it would be
18 good for me to tell you if there's any
19 question in your mind about what I'm
20 asking you, let me know.

21 A: Okay.

22 Q: And I'll be happy to rephrase the
23 question or ask it a different way, or
24 even ask another question.

25 A: Yes, sir.

CP-26 REPORTING

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1 Q: I don't want you to be confused ---
2 A: All right.
3 Q: --- with the questions that I ask. And
4 you understand that my name is Alan Bass
5 and I represent Anthony Ransom ---
6 A: Yes.
7 Q: --- with respect to an accident that he
8 had on November 18th, 2012?
9 A: Yes.
10 Q: Do you understand that?
11 A: Yes, sir.
12 Q: You understand that he's filed a
13 Workers' Compensation claim against you?
14 A: Yes.
15 Q: Now, as of November 18th, 2012, did you
16 have any Workers' Compensation coverage?
17 A: November the 18th ---
18 Q: Yes, sir.
19 A: --- 2012? I think I've got paperwork
20 showing that it was took out and put
21 back in, and without the paperwork in
22 front of me, and I will have it at the
23 Court hearing, it was resubmitted. The
24 insurance was, and it shows it on the
25 paperwork. But as of right now, I

CP-26 REPORTING

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1 cannot tell you what date that
2 cancellation was because I'm un-for
3 sure.
4 Q: So the answer to my question is: I don't
5 know?
6 A: Basically, un-for sure, yeah.
7 Q: Unsure. Okay. As of November 18th,
8 2012, who were your employees?
9 A: My employees that I claimed on Workman's
10 Comp was my son, Austin Blake Clark.
11 Q: Austin Clark?
12 A: Yes.
13 Q: Okay.
14 A: And Anthony Ransom.
15 Q: And did you have anybody else working on
16 the jobsite?
17 A: Anthony hired a guy named Rob and his
18 buddy. I am un-for sure what his name
19 is right now, but I can probably find
20 it. That was the ones that he had hired
21 and brought them up to Home Depot to
22 meet me. I got that wrote down. I
23 ain't exactly sure what date it was.
24 But, no, that was it besides the ones
25 Anthony had hired on.

CP-26 REPORTING

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1 Q: So you're claiming you're not sure that
2 you have insurance; you're claiming less
3 than four employees, and you're claiming
4 that Anthony Ransom hired the other guys
5 ---
6 A: Yes, Anthony ---
7 Q: --- that were working there?
8 A: --- had his own contractors.
9 Q: The contractor's trifecta?
10 A: Yes.
11 Q: Okay. Fair enough. Who paid the people
12 that you claim Anthony hired?
13 A: Anthony did.
14 Q: Anthony did. Well I do take comfort in
15 knowing that this won't be the first
16 time the Commissioner has heard this
17 story.
18 A: I'm sure it ain't; probably won't be the
19 last.
20 Q: Okay. So when was Austin Clark hired by
21 you ---
22 A: Austin ---
23 Q: --- to work on your crew?
24 A: Austin Clark is my son and he has helped
25 me over the years. He was there before

CP-26 REPORTING

Melissa M. Decker, Court Reporter
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1 Anthony was when I started at 84 Lumber.
2 Anthony was hired on August the 7th, and
3 my son was there before, so
4 approximately a month before that with
5 84 Lumber.

6 Q: Okay. Do you know the names of the
7 other people who were working on the
8 property that you were contracted to
9 build other than Anthony Ransom and
10 Austin Clark?

11 A: Anthony Ransom, Austin Clark; we had
12 Rob.

13 Q: You don't know Rob's last name?

14 A: I have no idea.

15 Q: When did you first meet Rob?

16 MR. CLARK: DO YOU HAVE THE
17 PAPERWORK? (SPEAKING
18 TO MR. HYLTON.)

19 A: I first met Rob -- and the other guy's
20 name was Rick. Let's see. On the 15th,
21 November the 15th.

22 Q: You met them both on 15th?

23 A: Yes, sir. Anthony brought them up to
24 Home Depot and I met them up there;
25 that's the first time I ever seen them.

CP-26 REPORTING

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1 Q: Okay. And when Anthony brought them to
2 Home Depot when you met them, what did
3 Anthony tell you about these two guys?
4 Well first of all, did you refer to a
5 piece of paper when you just testified
6 about Rob and Rick?

7 A: This paper is from Rob. This is Rob's
8 hours after Anthony got hurt. It's got
9 everything wrote down that Rob wrote
10 down, so I just referred back to the
11 date. So approximately that date is
12 what Rob had wrote down.

13 Q: So the answer to my question is: Yes,
14 you did refer to a piece of paper?

15 A: Yes.

16 Q: Is that it in front of you?

17 A: Yes, sir.

18 Q: Can I see it, please?

19 A: Yes, sir.

20 Q: Thank you.

21 MR. BASS: WE WANT TO MAKE THIS AN
22 EXHIBIT.

23 CLAIMANT'S DEPOSITION EXHIBIT NUMBER
24 ONE MARKED FOR IDENTIFICATION.

25 MR. BASS: WE'LL MAKE YOU A COPY

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CP-26 REPORTING

R-104

1 A: Just phone records.
2 Q: Okay. Where are they?
3 A: Right here.
4 MR. HYLTON: AND JUST FOR THE
5 RECORD, YOU HAVE A
6 STACK OF PAPERS IN
7 FRONT OF YOU RIGHT NOW,
8 CORRECT ---
9 A: Yes.
10 MR. HYLTON: --- THAT YOU'VE
11 BROUGHT? I THINK
12 THAT'S WHAT ALAN'S
13 ASKING YOU ABOUT THESE
14 PAPERS THAT YOU HAVE
15 HERE TODAY WITH YOU.
16 A: Would you like me to go through all of
17 them?
18 Q: Sure. Sure. I mean I was kind of
19 trying to do it step by step but ---
20 A: I'm sorry.
21 Q: --- that would probably take too long.
22 Okay. We need to take a short break and
23 let me make a copy of this.
24 MR. BASS: DO YOU HAVE A COPY OF
25 THIS STUFF?

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1 MR. HYLTON: I DON'T.
2 MR. BASS: CAN I MAKE YOU ONE,
3 TOO?
4 MR. HYLTON: ABSOLUTELY. THAT WILL
5 BE GREAT.
6 MR. BASS: ALL RIGHT.
7 MR. HYLTON: THANK YOU.
8 MR. BASS: LET'S TAKE A SHORT
9 BREAK AND I'LL GET
10 COPIES MADE OF THIS.
11 Q: Before we go off the record, is there
12 anything else that you have looked at
13 prior to coming here to refresh your
14 recollection?
15 A: No, sir.
16 Q: Okay.
17 A: No, sir.
18 Q: All right.
19 MR. HYLTON: JUST TO REMIND YOU,
20 YOU'RE STILL UNDER OATH
21 WHILE WE TAKE THIS
22 BREAK.
23 MR. BASS: THAT'S RIGHT.
24 MR. CLARK: THAT'S FINE.
25 MR. HYLTON: OF COURSE, ANY

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DISCUSSION YOU HAVE
WITH ANYBODY WOULD BE
DISCOVERABLE ANYWAY, SO

OFF THE RECORD

(Continuation of Examination)

BY MR. BASS:

Q: Mr. Clark ---

MR. BASS: ARE YOU STILL THERE,
LISA?

MS. GLOVER: YES, SIR.

Q: Before we went off the record to make a
copy of the documents that you had
looked at, I want to ask you some
questions about the Rick and the Rob
fellows that you were telling me that
Mr. Ransom brought to Home Depot.

A: Yes.

Q: Again, this is not an unusual set of
circumstances that builders testify to,
but I want to sort of get into a little
greater depth about the meeting that you
had with them. Is it your testimony
that Anthony Ransom brought these two
fellows to Home Depot as prospective

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1 employees?

2 A: No, sir. Anthony brought the two
3 fellows to Home Depot because Anthony
4 had hired them approximately a couple
5 weeks before time. I was working in the
6 Myrtle Beach area, and I didn't, was
7 never down into the Little River area,
8 so Anthony brought the guys up to talk
9 to me, to introduce them to me, because
10 I had never met them.

11 Q: Okay. So you're saying that Anthony
12 hired them a couple of weeks before
13 that?

14 A: Yes.

15 Q: Hadn't Anthony been working for you a
16 couple of weeks before that?

17 A: Anthony started working with me on
18 August the 7th when I worked for 84
19 Lumber. It was Anthony and his buddy
20 Adam that was here yesterday. And I had
21 ran an ad on Craig's List and Anthony
22 come to work at 84 Lumber.

23 Q: Well my question was, you're saying that
24 Rick and Rob -- do me a favor.

25 A: Okay.

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1 Q: How about concentrate on the question I
2 ask you and answer that question.
3 A: Okay.
4 Q: Okay. I appreciate any information you
5 can give me ---
6 A: Okay.
7 Q: --- but at the very least, what I need
8 is an answer to my question.
9 A: Okay.
10 Q: You're not doing that.
11 A: All right.
12 Q: All right. So my question, again, was:
13 Your testimony was that Anthony had
14 hired Rick and Rob a few weeks before
15 you had first met them; is that correct?
16 A: Yes. He had hired Rick and Rob a couple
17 of weeks before an interview or the
18 talking to them at the Home Depot.
19 Q: And you said that, that interview was on
20 November 15th or thereabouts; is that
21 right?
22 A: When I met them was on, around November
23 the 15th, yes.
24 Q: Do you have any documents to
25 substantiate when you first met Rick and

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1 Rob?

2 A: The only documents I got is Rick's, or
3 Rob's handwriting here showing what they
4 done from day to day.

5 Q: Okay. You don't have any dates on those
6 Wednesday, Thursday, Friday, Saturday
7 dates; they aren't dated are they?

8 A: No, sir. The only thing I'm going from
9 is where it says Turkey Day; everybody
10 knows that's Thanksgiving, so I counted
11 up from the days after that.

12 Q: Okay. Fair enough. My last question
13 was: Wasn't Anthony working for you at
14 the time you claim that he hired Rick
15 and Rob?

16 A: Yes.

17 Q: So your testimony is that he hired them
18 to work for him, who was working for
19 you?

20 A: I would assume he did, because if they
21 were working for me, I would have hired
22 them myself.

23 Q: Okay. So where were they working the
24 couple of weeks in between when you
25 claim Anthony hired them and when they

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1 showed up at Home Depot?
2 A: Probably Lot 23 in Little River.
3 Q: And where is Lot 23, Little River?
4 A: Hmm, I'm trying to think of the name of
5 the subdivision off Highway 90. I ain't
6 exactly sure of the name of it off the
7 top of my head: LaFayette Park.
8 Q: LaFayette Park. And who was the
9 contractor who was supposed to be
10 building on that lot?
11 A: Who was the contractor that supposed to
12 be building on that lot?
13 Q: Yes.
14 A: It was subbed out to me to build the
15 lot.
16 Q: So you're saying that during the two
17 weeks between the time that Anthony
18 hired Rick and Rob and the time that you
19 met Rick and Rob in the parking lot at
20 Home Depot, they had been working on a
21 project that was your responsibility?
22 A: Yes, sir.
23 Q: But your testimony is that they were
24 Anthony's employees?
25 A: Yes, sir. Me and Anthony made phone tag

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1 about every day, as the phone records
2 will show, and we just discussed what
3 needed to be going on and what happened.
4 And we done it over the phone because I
5 was busy up here working on other
6 projects for Builders FirstSource.

7 Q: Well what does we done it over the phone
8 mean? What is did?

9 A: That means that we talked and discussed
10 like if he was short of lumber or if he
11 needed something he'd let me know what
12 he got done from day to day.

13 Q: Okay.

14 A: As far as building houses.

15 Q: During that two-week period of time, did
16 he discuss with you the fact that he had
17 brought Rick and Rob onto the jobsite?

18 A: He did tell me that he had hired two
19 guys.

20 Q: That he had hired two guys?

21 A: Yeah.

22 Q: Okay. And who was supposed to pay them?

23 A: According to Rob, Anthony was supposed
24 to pay them. Because Anthony got
25 threats from Rob and Anthony had to turn

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1 around and call the law on Rob, which
2 I'm sure that will fall back to the
3 sheriff's department with the record on
4 it. And that was back after his
5 accident on November the 18th, which was
6 when Rob gave me this copy of payroll on
7 the count of he could not be around
8 Anthony on the count of the sheriff's
9 department.
10 Q: Okay. I ---
11 A: And I'm just ---
12 Q: My ---
13 A: That's what I'm doing.
14 Q: My compliments, sir.
15 A: Okay.
16 Q: So your testimony then is that Anthony
17 was supposed to pay Rick and Rob out of
18 his pocket or he was supposed to be the
19 conduit to pay them with money from you?
20 A: I would -- I don't know how he would
21 have done it. Anthony would charge me a
22 certain amount, like he had in the past
23 with 84 Lumber, and he would take care
24 of his guys like Adam and them. The
25 money went to Anthony, to them.

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1 MR. BASS: NOW YOU'RE NOT GOING TO
2 BE ABLE TO LAUGH WHEN .
3 WE GO TO THE HEARING.
4 MR. RANSOM: I'M SORRY. I
5 APOLOGIZE.
6 MR. BASS: OKAY.
7 Q: So this is kind of a new wrinkle from
8 the usual story that we get from
9 contractors who don't have any
10 insurance. You're not claiming that
11 Anthony was a subcontractor of you. You
12 admit he was an employee of yours?
13 A: He was an employee of mine that I had
14 hired on 84 Lumber, yes.
15 Q: But your employee, in turn, had his own
16 crew ---
17 A: He has his own crew.
18 Q: --- that he was paying?
19 A: Yeah. And when I met Anthony, Anthony
20 told me he had his own contractor's
21 license, business license and all,
22 Ransom Construction.
23 Q: Let me ask you this.
24 A: Yes, sir.
25 Q: Can we rely on the rest of the testimony

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1 that you give today, and at the hearing,
2 to be just as truthful as the testimony
3 that you're giving about this particular
4 subject?

5 A: Yes, sir.

6 Q: Can the Commissioner count on the rest
7 of your testimony to the extent he can
8 count on this?

9 A: Yes, sir.

10 Q: Okay. So prior to November 18th, 2012,
11 did you ever pay Rick or Rob directly
12 any money?

13 A: No, sir.

14 Q: Did you ever pay Anthony any money which
15 was supposed to go to Rick or Rob before
16 November 18th ---

17 A: Before November 18th ---

18 Q: Let me finish my question.

19 A: Okay. Go ahead.

20 Q: Before November 18th, 2012?

21 A: Yes, sir.

22 Q: You did?

23 A: Yes, sir.

24 Q: And how much did you give him; when did
25 you give it to him?

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1 A: Approximately I could not tell you,
2 because I paid the guys in cash money.
3 I don't know. I know I paid them before
4 that, and I paid him after the accident
5 in Surfside.

6 Q: Now, as far your operation is concerned,
7 do you have a set payday?

8 A: Do I have a set payday?

9 Q: Did you have a set payday?

10 A: Just when the job would get done.

11 Q: So you made these guys wait until a job
12 was finished before you gave them any
13 money?

14 A: Well, I mean when you build a house
15 you're on a draw system. You get a
16 fifty percent, a forty percent, and a
17 ten percent draw. And that's basically,
18 when you get the house undercover as far
19 as felted in, and a tie back on the
20 walls, you'll get a fifty percent draw.
21 After that, you'll get a forty percent.
22 Final inspection, you get the last ten
23 percent. So when I got money, they got
24 money.

25 Q: Okay. So you didn't have a set payday

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1 each week?

2 A: No, sir.

3 Q: They had to wait on their money until
4 you got your money?

5 A: That was their choice to work, and if
6 that's what they assumed to do, that's
7 what they done.

8 Q: Okay. So would it be fair to say then
9 that between November 15th when you
10 first met Rick and Rob until November
11 18th when Anthony got hurt, that you
12 didn't give Rick or Rob money directly?

13 A: No, sir.

14 Q: And you didn't give Anthony any money on
15 their behalf?

16 A: Hmm, I can't sit and recall that,
17 because that's been a long time ago, so
18 I don't know. I'm going to answer I
19 don't know to that question.

20 Q: Do you have any documents that would
21 prove you gave Anthony money for Rick
22 and Rob between November 15th and
23 November 18th, 2012?

24 A: No, sir.

25 Q: Okay. Now, you said that Anthony was an

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1 employee of yours. How much was he
2 supposed to get paid?
3 A: How much was Anthony supposed to be
4 paid? He was getting paid ten dollars
5 an hour.
6 Q: Ten?
7 A: Yes, sir.
8 Q: Okay. How many hours was he working, in
9 an average?
10 A: From a average, I'm going to say
11 anywhere between thirty-four and fifty
12 hours a week.
13 Q: On average, between thirty-four and
14 fifty?
15 A: Yes, sir.
16 Q: That's kind of a wide range.
17 A: Well it's ---
18 Q: Do you have ---
19 A: Go ahead.
20 Q: Do you have any records?
21 A: I have a couple of things that Anthony
22 had turned in to me as far as hours that
23 he had figured up. Like this one right
24 here's got fifty-seven hours minus seven
25 hours taking off lunch. You know this

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1 is what he had turned in to me was a
2 couple weeks of it.
3 Q: A couple weeks of it. So during those
4 two weeks, how many hours did he work?
5 A: During them two weeks ---
6 Q: Yes, sir.
7 A: --- how many hours did he work?
8 Q: Yes, sir.
9 A: (Looking through paperwork. Speaking to
10 self.) Approximately ninety-three
11 hours.
12 Q: Now, let me ---
13 MR. HYLTON: AND, ALAN, ARE ALL
14 THESE MARKED AS EXHIBIT
15 ONE?
16 MR. BASS: NO.
17 MR. HYLTON: OKAY.
18 MR. BASS: NO, JUST ONE PAGE
19 SO FAR.
20 MR. HYLTON: OKAY.
21 Q: I'm going to do these with the originals
22 here. I've got two pieces of paper that
23 appear to be timesheets, and I'm going
24 to ask if ---
25 MR. BASS: LISA, I'LL MAKE A COPY

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1 AND EMAIL THIS STUFF TO
2 YOU, OKAY?

3 MS. GLOVER: OKAY. THANK YOU.

4 Q: Two pieces of paper that appear to be
5 some type of timecards. I'm going to
6 refer to each one individually. This
7 one right here, we'll mark this as
8 Claimant's 2.

9 CLAIMANT'S DEPOSITION EXHIBIT NUMBER
10 TWO MARKED FOR IDENTIFICATION.

11 Who do you say filled this out and gave
12 it to you?

13 A: Mr. Tony, Anthony.

14 Q: When did he give it to you?

15 A: He give it to me on a Friday, when we
16 were working for 84 Lumber. That was
17 the hours he had turned in for that
18 week.

19 Q: And do you remember; do you know which
20 week this was?

21 A: No, sir. I have no idea.

22 Q: All right. Is all of the writing and
23 all the figures on this piece of paper,
24 Claimant's 2, Mr. Ransom's handwriting?

25 A: Yes, sir. A hand analyst will show

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1 that.
2 Q: Are you going to bring a hand analyst, a
3 handwriting ---
4 A: If that's what it takes ---
5 Q: --- analyst?
6 A: --- to keep somebody from, you know, I
7 would. I would hire them. I would pay
8 that out of my pocket.
9 Q: Okay. Fair enough. Are you going to
10 have a handwriting analyst with you at
11 the hearing next week?
12 A: No, but I mean I'm just saying; that's,
13 you know ---
14 Q: Okay. What about this figure right here
15 that appears to be in pencil, the 43-5;
16 are you sure that's Anthony's, or is
17 that yours?
18 A: 43-5, I don't know. I can't answer that
19 now.
20 Q: So you don't know ---
21 A: Because that's pencil work. No, I don't
22 know. That was just subtract lunches,
23 so I don't know.
24 Q: Okay. Are you saying that Anthony
25 subtracted lunches or is that something

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1 that you'd do?

2 A: I may have done it, or Anthony may have

3 done it.

4 Q: Okay.

5 A: I don't know. I'm not going to say

6 that, but I know ---

7 Q: What about below it, the 7-5, is that

8 your handwriting or Anthony's?

9 A: Anything in pencil, I don't know whether

10 it's mine or Anthony's, but I do know

11 the ink is Anthony's handwriting.

12 Q: Fair enough. And this 4-9-5, again, you

13 don't know who's that is?

14 A: No, sir.

15 Q: Could be yours?

16 A: Could be. I'm not sitting here saying

17 it ain't.

18 Q: Yes, sir. I understand.

19 MS. HYLTON: NOW, JUST FOR

20 CLARIFICATION, WERE

21 BOTH THOSE PAGES MARKED

22 EXHIBIT 2 ---

23 MR. BASS: NO.

24 MR. HYLTON: --- OR JUST ONE OF

25 THOSE PAGES.

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1 MR. BASS: NO.
2 MR. HYLTON: OKAY.
3 MR. BASS: I'M GOING TO DO EACH
4 ONE SEPARATELY.
5 MR. HYLTON: OKAY.
6 MR. BASS: SO WE WON'T HAVE TO
7 WORRY ABOUT THAT.
8 MR. HYLTON: THANK YOU.
9 MR. BASS: BECAUSE I UNDERSTAND
10 THAT, THAT CREATES A
11 PROBLEM.
12 MR. HYLTON: ALL RIGHT.
13 MR. BASS: I'M GOING TO GO AHEAD
14 AND MARK IT BEFORE I
15 EVEN MESS WITH IT.
16 THIS IS CLAIMANT'S 3.

17 **CLAIMANT'S DEPOSITION EXHIBIT NUMBER**
18 **THREE MARKED FOR IDENTIFICATION.**

19 Now, Mr. Clark, this appears to be
20 another type of timesheet, and I don't
21 know what it's for, whether it's for one
22 week, two weeks or whatever, but what is
23 this? Tell me what this is.

24 A: That is a timesheet that Mr. Anthony
25 would turn into me on the Fridays.

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1 Q: And is there anything reflecting which
2 weeks this document covers?

3 A: No, sir, just like I told you on the
4 other one. There is no date.

5 Q: Okay. Fair enough. Now, you would
6 agree with me that on this piece of
7 paper there are first names of
8 individuals?

9 A: Yes, sir.

10 Q: There is an Adam; do you know who Adam
11 is?

12 A: Adam is ---

13 COURT REPORTER'S

14 NOTE: (MR. HYLTON EXITING
15 ROOM FOR A PHONE CALL.)

16 Q: We need to take a short break.

17 ***OFF THE RECORD***

18 COURT REPORTER'S

19 NOTE: (MR. HYLTON RE-ENTERS
20 DEPOSITION.)

21 (Continuation of Examination)

22 BY MR. BASS:

23 Q: Now, we were referring to Claimant's
24 Exhibit Number 3, and I mentioned to you
25 that there are some first names of.

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1 individuals that appear on this.
2 A: Yes, sir.
3 Q: There is an Adam there. Do you know who
4 Adam is supposed to be?
5 A: Adam is the guy that we had in here
6 yesterday that said he had never worked
7 for me before; that is Adam.
8 Q: Adam Watts?
9 A: Adam Watts.
10 Q: Was he in fact at one point an employee
11 of yours?
12 A: He was an employee of Mr. Anthony there.
13 Q: Ah, again, that goes with the ---
14 A: Right.
15 Q: --- contractor's trifecta?
16 A: Yes, sir.
17 Q: When did Adam Watts work on your
18 projects, apparently under Anthony?
19 A: Started on August the 7th.
20 Q: August the 7th?
21 A: Yeah, that's the same time ---
22 Q: Okay.
23 A: --- Anthony started.
24 Q: Would you agree then, that Adam Watts
25 worked on the project that you were

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1 responsible for from the first week of
2 August until Mr. Ransom got hurt ---
3 A: No, sir.
4 Q: --- or did he stop?
5 A: He stopped a month before time.
6 Q: Okay. Fair enough. And why did he
7 stop?
8 A: Why did he stop? Because there wasn't
9 enough money in it for all the mess-ups
10 on the houses that they were getting
11 done.
12 Q: I thought you said you ran him off?
13 A: I ran Anthony -- I didn't run him off.
14 I never did say I run him off.
15 Q: Not Anthony, I'm talking about Adam.
16 A: No.
17 Q: You testified earlier you ran Adam off.
18 A: I did not.
19 Q: You didn't testify to that?
20 A: Not that I know of. I did not run Adam
21 off, not off the job I didn't.
22 Q: Are you saying he left voluntarily?
23 A: Who; Adam? Yes, Adam left voluntarily.
24 Q: Did you talk with him before he left?
25 A: Did I talk to him? I talked to him

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1 before he left, after he left.
2 Q: Did you talk to him before he left about
3 why he was leaving?
4 A: Yes.
5 Q: What did he say?
6 A: And it was the deal with the money
7 because they were mess-ups on the
8 houses. We would have to go back and
9 fix stuff that other people had messed
10 up. And they wasn't enough money in the
11 pot, or the kitty, as far as left on
12 that house to back-up and pay all the
13 mess-ups on it.
14 Q: Who was messing up?
15 A: Every, every employee.
16 Q: Every employee?
17 A: Yeah.
18 Q: And when an employee would mess up,
19 y'all would have to go back and do the
20 work over again?
21 A: We'd have to go back and re-fix.
22 Q: Why would there not be money left in the
23 kitty?
24 A: Because if you only build a house for
25 forty-five hundred dollars, and you go

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1 in and you put ninety to a hundred hours
2 in it, it don't take long by time,
3 paying people ten dollars an hour,
4 thirteen dollars an hour to where all
5 that money is gone. Plus, I have to buy
6 the crane, supply the crane; that's
7 five, six hundred dollars a house. You
8 have to buy the nails; that's another
9 fourteen hundred dollars a house. It
10 don't take long to get down. You're on
11 a timeframe to get that house done.
12 Q: So as far as this particular house is
13 concerned, were you working on the same
14 house from August until November 18th?
15 A: No, sir. I had two different houses in
16 there: Lot 91 and Lot 23.
17 Q: Okay. Fair enough. So Adam left
18 because he wasn't going to make any
19 money?
20 A: Right.
21 Q: Now, this arrangement that you had with
22 your crew about them waiting for pay
23 until you got your draw ---
24 A: Right.
25 Q: --- is that normal in the industry?

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1 A: Some people you can work for, if they,
2 when, once they get the draw, they'll
3 work. I mean that's like, you know, you
4 talk to them up front, and if they agree
5 to it, then fine. If not, they can go
6 somewhere else and work. I mean that's
7 all you can do.

8 Q: My question was: Was that normal in the
9 industry?

10 A: Is that normal in the industry?

11 Q: Normal meaning ---

12 A: I have worked for -- I have worked for
13 several people like that; yes, sir.

14 Q: Normal meaning more often than not?

15 A: I've worked for several people like
16 that.

17 Q: Okay.

18 A: I don't know what other people do, but I
19 have worked for several different people
20 like that.

21 Q: Fair enough. As far as Adam is
22 concerned, did he get any money for the
23 time that he worked for you?

24 A: Yes, sir.

25 Q: Did he get paid everything that he was

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1 owed?

2 A: Did he get paid for everything? I can't

3 recall whether everything was paid on

4 that, but I'm thinking the biggest

5 portion was; yes, sir.

6 Q: The biggest portion was?

7 A: The biggest portion was.

8 Q: What about Aaron?

9 A: Aaron was Adam's brother that quit

10 working at 84 Lumber, because he was

11 real old. And they brought him in to be

12 a saw guy or just ---

13 Q: Who is they?

14 A: Anthony and Adam.

15 Q: So are you claiming that Aaron was

16 Anthony's employee?

17 A: Yes, sir. They all worked ---

18 Q: Not yours?

19 A: --- together. Yes.

20 Q: Fair enough. Who is Jeremy?

21 A: I have no idea.

22 Q: Don't know who Jeremy is?

23 A: No, sir.

24 Q: Who is John?

25 A: John was a guy from up here that, in

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1 Myrtle Beach ---
2 Q: Do you know John's last name?
3 A: --- because I don't ---
4 Q: What's his last name?
5 A: No, I don't know his last name.
6 Q: Okay. Go ahead.
7 A: But, anyway, he set the bolts, lag bolts
8 and stuff in the houses.
9 Q: When did he start working?
10 A: Hmm, he worked through 84 Lumber
11 probably toward the end with 84, August
12 probably 'til November-something, maybe.
13 Q: He worked through 84 ---
14 A: Well, November ---
15 Q: --- Lumber; I don't know what that
16 means.
17 A: 84 Lumber was the first person I started
18 to work for.
19 Q: Right.
20 A: Okay? And John come onboard at that
21 time, which John was my employee,
22 because I paid John. And he worked
23 maybe from November, maybe to January.
24 Q: November 2012?
25 A: Yeah.

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1 Q: So was it John Grosha?
2 A: I ---
3 Q: Does that name sound familiar?
4 A: --- have no idea what his last name ---
5 Q: You don't know?
6 A: No, sir.
7 Q: Well who hired him?
8 A: I did.
9 Q: You don't know his last name, though?
10 A: No, sir.
11 Q: Do you know for sure when you hired him?
12 A: Do I know? No, not exactly.
13 Q: Could it have been in August?
14 A: Hmm, no. No, Anthony and them was there
15 way before John ever come onboard.
16 Q: Fair enough. Do you know whether or not
17 he was working for you as of November
18 18th, 2012?
19 A: No, sir. He was not.
20 Q: How do you know?
21 A: How do I know?
22 Q: Yes.
23 A: Because ---
24 Q: Have you got any records to reflect that
25 he wasn't?

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1 A: No, sir.
2 Q: You have no proof other than your word?
3 A: No, sir.
4 Q: Okay.
5 A: That's all this is, is word.
6 Q: Yes, sir.
7 A: No offense.
8 Q: I'm counting on that.
9 A: Okay.
10 Q: We got Dwayne. Who's Dwayne?
11 A: I don't have no idea on that one
12 neither.
13 Q: Don't know who Dwayne is?
14 A: No, sir.
15 Q: And who is Tony?
16 A: That would be Anthony.
17 Q: Would that be Tony Ransom?
18 A: Yes, sir.
19 Q: Okay. Does he go by Tony?
20 A: To his friends and people, yeah.
21 Q: Okay. Fair enough. Is it your
22 testimony that as far as Dwayne and
23 Jeremy and Aaron and Adam is concerned
24 that you never paid them a nickel?
25 A: I never paid them a nickel, no. Because

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1 I would pay Anthony and Anthony would
2 pay them. We'd meet up here at the bank
3 when I'd get the check from 84 Lumber,
4 and matter of fact, John and the rest of
5 them could verify that; everybody was
6 there. And Anthony would get the money
7 and take it and distribute it.

8 Q: Fair enough. Well how much were you
9 paying Dwayne and Jeremy and Adam and
10 Aaron?

11 A: I couldn't tell you, unless we sit here
12 and figure it up, ten dollars an hour on
13 the figures, or whatever you got out
14 there.

15 Q: So you were paying Dwayne and Jeremy and
16 Adam and Aaron the same as you were
17 paying Tony?

18 A: Yes.

19 Q: Ten dollars an hour?

20 A: Yes. And Tony told Adam that he would
21 be making thirteen dollars an hour and
22 we got in a big fuss about that. And I
23 said I didn't want to pay thirteen
24 dollars on the hour to other employees.

25 Q: Okay. Fair enough. And so Tony would

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1 bring something like this to you
2 indicating how many hours Dwayne and
3 Jeremy and Adam and Aaron worked ---
4 A: Yes, sir.
5 Q: --- you'd give him the money, and he'd
6 distribute it?
7 A: Yes, sir.
8 Q: Fair enough. But they were his
9 employees?
10 A: Yes, sir.
11 Q: Okay. But you ---
12 A: If not, don't you think I would pay
13 them, sir. I mean I would have been
14 having to pay them myself?
15 Q: Well, again, that's part of the
16 builder's trifecta, but ---
17 A: Right.
18 Q: --- again, heard it before ---
19 A: I know.
20 Q: --- seen it; done it, anyway -- so, do
21 you know a fellow by the name of James
22 Bray?
23 A: James Bray? Yes.
24 Q: Who is James Bray?
25 A: James Bray was an employee that put

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1 windows in for Builders FirstSource, and
2 then if we were slow, then he'd go and
3 help them on the houses.
4 Q: Are you saying that he was an employee
5 of Builders FirstSource?
6 A: No, he was an employee with me.
7 Q: Okay.
8 A: He worked with me on the window side.
9 Q: And would that have been on Lot 23 in
10 Little River?
11 A: He probably worked on Lot 23. I'm not
12 going to say he didn't, because I don't
13 know.
14 Q: When was he first an employee of yours?
15 A: Hmm, when I started doing the Market
16 Commons, probably December or November.
17 Q: Of 2011 or 2012?
18 A: Well, if it was December, it would be
19 2011.
20 Q: Okay. And was he working with you as an
21 employee as of November 18th, 2012?
22 A: No, sir. He had done got him another
23 job by then.
24 Q: You're sure?
25 A: Yes. Yes.

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1 Q: Do you have any documents to prove that?
2 A: No, sir.
3 Q: Just your word?
4 A: Just my word.
5 Q: Okay. Do you know David Sweat?
6 A: Yes, sir.
7 Q: Who is David Sweat?
8 A: David Sweat was an employee that I hired
9 when I was doing the Market Commons job,
10 probably back in early December or
11 something, somewhere in that. I have no
12 idea. He answered a ad on Craigslist.
13 He come to work. He moved to Little
14 River; started on a house down there
15 while Tony was up here helping me at
16 Market Commons. And he had broke a tub,
17 and he refused to pay on the tub. And I
18 got rid of him.
19 Q: You fired him?
20 A: I told him he was done, if you're not
21 going to pay for a nine hundred dollar
22 bathtub that you break.
23 Q: You fired him?
24 A: Yeah, I told him he was done.
25 Q: You fired him?

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1 A: I let him go. I ain't gone say I fired
2 him. I just said I didn't need you,
3 basically ---

4 Q: Okay.

5 A: (Mumbling/inaudible.)

6 Q: So would it be fair to say that he
7 involuntarily left your employ?

8 A: Yeah, or -- yeah, that's enough.

9 Q: That's fine. That's fine. That's
10 something else that's fairly common in
11 these cases.

12 A: Yeah.

13 Q: They call it splitting hairs.

14 A: Yeah.

15 Q: So, when did you fire David Sweat, or
16 when did he leave your employ
17 involuntarily?

18 A: Once again, I don't know. I ain't got
19 the paperwork. I ain't got the tub
20 paperwork in this; I don't think. Let
21 me double check.

22 Q: Yes, sir.

23 A: This is the paperwork that Builders
24 FirstSource had sent me on the tub.
25 It's dated for December the 7th. So

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1 when I got the paperwork, he probably
2 worked December the 7th, so when I got
3 the paperwork, he probably worked
4 December the 7th; that was his last day.
5 Q: Of what year?
6 A: This is 2012. It would be 2011.
7 Q: This is 2013, sir.
8 A: Oh, okay. It would be 2012. I'm sorry.
9 Q: Okay. So he was your employee as of
10 November 18th, 2012?
11 A: Yeah, he had worked for me approximately
12 three or four weeks.
13 Q: All right. Well, I thought you just
14 said that you hired him in December of
15 2011, sir?
16 A: No, I hired James December the 11th, or
17 2011. James helped me off and on over
18 time when he did not have work.
19 Q: Okay. So when ---
20 A: David Sweat, I hired back in 2000. I
21 got the years wrong. My -- I'm sorry on
22 that: 2012.
23 Q: You hired him ---
24 A: He worked for me approximately two to
25 three weeks.

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1 Q: Two to three weeks?
2 A: Yeah.
3 Q: Okay. Do you know a fellow by the name
4 of Kenneth, first name Kenneth?
5 A: Kenneth?
6 Q: Was there a Kenneth who ever worked for
7 you?
8 A: There was a Kenneth who come down, once
9 again, that would turn out to be Adam's
10 buddy, which there again, Tony brought
11 on the job at 84 Lumber.
12 Q: What does at 84 Lumber -- you mean you
13 met them there?
14 A: Met them there when I, we were working
15 at 84 Lumber.
16 Q: Okay. Fair enough.
17 A: They's a difference between 84 and
18 Builders FirstSource.
19 Q: Fair enough. Now when you met Kenneth,
20 and when you met -- who were the first
21 two: Rob and who was the other fellow
22 that you said ---
23 A: Rick.
24 Q: --- Rick, you agreed to pay them for the
25 work that they were doing on that

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1 project through ---
2 A: Kenneth, Kenneth I paid personally.
3 Q: Okay.
4 A: Kenneth I paid personally.
5 Q: So ---
6 A: But it was somebody that Tony knowed.
7 Q: So even though you claim he was
8 Anthony's employee, you paid him
9 personally?
10 A: I'm not saying he was Anthony's
11 employee. I paid him personally. I
12 said there it falls back again as
13 somebody that Anthony and Adam knowed,
14 but was not Anthony's employee.
15 Q: Okay.
16 A: Anthony had him come in to help, but I
17 paid him personally out of my pocket.
18 Q: Well didn't you do that with Rob and
19 Rick as well?
20 A: No, sir.
21 Q: You paid them out of your pocket, but
22 you gave the money to Anthony to give to
23 them; didn't you?
24 A: Yeah. Once you hand -- that would be
25 like me giving you money. I mean, and

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1 you paying somebody else. Them are your
2 employees.

3 Q: Okay. So, again, still with Rick and
4 Rob, you contend that Anthony Ransom was
5 your employee, but he was also running
6 his own crew on your jobsites?

7 A: Yes, sir. When you got a business
8 license and consider yourself a
9 contractor, when you answer a ad on
10 Craigslist saying I have all the tools
11 and a vehicle, and you show up on the
12 job, and you got a van full of tools and
13 stuff, I consider you as a
14 subcontractor.

15 Q: Oh, okay. That's, I'm sorry, again,
16 builder's trifecta. So you're claiming
17 that Anthony was an employee and a
18 subcontractor on the same job?

19 A: Once I got my Workman's Comp through
20 Builders FirstSource, I put Anthony on
21 it, okay? Because none of the other
22 guys that was on the other job was no
23 longer there, so I put Anthony and my
24 son as employees of myself and then I
25 started doing what we were doing.

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1 Q: Now, I've got something that I'm going
2 to have to get a copy of. Let me hand
3 you something and ask if you can
4 identify that.
5 A: Okay.
6 MR. BASS: AND, LISA, WE'RE
7 LOOKING AT THE
8 CERTIFICATE OF
9 INSURANCE.
10 MS. GLOVER: OKAY.
11 A: Yes.
12 Q: What is it, sir?
13 A: That's a certificate of liability
14 insurance.
15 Q: Is it liability or is it Workers' Comp,
16 or do you know?
17 A: It says liability at the top of it, sir.
18 Q: Okay.
19 A: I can read.
20 Q: Okay. Do you know whether or not you
21 had -- well, seeing that you can, read
22 the whole document and tell me whether
23 or not it reflects that that's a
24 certificate of insurance for Workers'
25 Comp coverage, too. Read the whole

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1 thing, since you can read.
2 A: Commercial General Liability, Workers'
3 Compensation and Employer Liability, and
4 both of them are X'd.
5 Q: Okay.
6 A: So I guess it is.
7 Q: Seeing as how you can read, are you now
8 telling me that, that document reflects
9 that you had Workers' Comp coverage as
10 well?
11 A: That I had Workers' Comp?
12 Q: Yes.
13 A: Yes.
14 Q: Okay.
15 A: I'm not sitting here saying I didn't
16 have Workers' Comp.
17 Q: Fair enough.
18 MR. BASS: WE WANT TO GO AHEAD AND
19 MARK THAT AS NUMBER
20 FOUR. HOW ABOUT JUST
21 MARK IT DOWN AT THE
22 BOTTOM. THERE YOU GO.
23 **CLAIMANT'S DEPOSITION EXHIBIT NUMBER**
24 **FOUR MARKED FOR IDENTIFICATION.**
25 Q: So this document reflects that you had

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1 coverage, General Liability and Workers'
2 Comp from August 28th, 2012 through
3 August 28th, 2013; I'm assuming,
4 provided you paid your premiums ---
5 A: Yeah.
6 Q: --- fair? Okay. So are you telling me
7 that prior to August 28th, 2012 your son
8 was not an employee?
9 MR. HYLTON: ALAN, YOU'RE READING
10 FROM THE GENERAL
11 LIABILITY, NOT THE
12 WORKERS' COMP DATES ---
13 MR. BASS: I'M SORRY.
14 MR. HYLTON: --- JUST TO LET YOU
15 KNOW.
16 MR. BASS: THANK YOU. I
17 APPRECIATE THAT.
18 MR. HYLTON: NO PROBLEM.
19 Q: August 6th, 2012 to August 6th, 2013,
20 again, did Anthony Ransom work for you
21 in any capacity prior to August 6th,
22 2012?
23 A: Anthony's first day was August the 7th.
24 When he started work was August the 7th.
25 Q: I appreciate the information.

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1 Unfortunately, that wasn't my question.
2 A: Then I'm going to sit and say no, he
3 didn't.
4 Q: In any capacity?
5 A: No.
6 Q: Did you have any employees prior to
7 August the 6th, 2012?
8 A: No, sir, because when I was at 84
9 Lumber, when I was first brought in for
10 84 Lumber, I was hired through a
11 different company than 84. And then the
12 guy lost his insurance and everything,
13 so that's when I picked my insurance up
14 and took over.
15 Q: Fair enough. Now as of August the 6th,
16 2012, what project were you working on?
17 A: August the 6th, 84 Lumber.
18 Q: That doesn't tell me anything.
19 A: Calabash.
20 Q: Calabash.
21 A: Calabash.
22 Q: Where in Calabash?
23 A: The Farms..
24 Q: Where in The Farms?
25 A: I don't exactly know the house number,

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1 but in The Farms.
2 Q: Okay. It was one house, a house?
3 A: No, we had about six houses in there we
4 were working on.
5 Q: Fair enough.
6 A: Fixing people's mistakes.
7 Q: Fair enough. And that was my next
8 question. What exactly were you hired
9 to do?
10 A: Fix mistakes.
11 Q: Okay. Made by whom?
12 A: Previous contractors that were there.
13 Q: Were those contractors involved in the
14 job or had they been run off?
15 A: They had been ran off.
16 Q: Fair enough. So what kind of mistakes
17 did you guys fix?
18 A: We had to tear a whole complete roof
19 system off of one house. We had to go
20 in and put a fireplace in that was never
21 installed. We had to go in, do
22 blocking, cables, anchors, hangers, just
23 anything to do with a house that was not
24 completed.
25 Q: Fair enough. Now, on August the 6th, or

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1 let's say August the 7th, okay? We'll
2 use August the 7th, since that's your
3 date. Tell me: Who were your employees
4 as of August the 7th.
5 A: As August the 7th, Anthony had showed up
6 on August the 7th, him and Adam. You
7 had myself; I was there. My son was
8 there, Austin, and I think that was it
9 on that day.
10 Q: Okay. On that day?
11 A: Yeah.
12 Q: Did you; did you take on any other
13 employees between August the 7th, 2012
14 and November 18th, 2012?
15 A: Once again, then there you had David
16 that come aboard back in, I guess
17 December of 2012. I want to say it was
18 around December.
19 Q: Let me rephrase the question. You need
20 to listen to what I ask you, because
21 you're not giving me answers to what I
22 ask.
23 A: Okay. I'm trying to sit here and think
24 of who it was.
25 Q: Okay. From August the 7th, 2012 ---

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1 A: Right.
2 Q: --- until November 18th, 2012, okay,
3 that's August, September, October, half
4 of November, three-and-a-half months.
5 A: Right.
6 Q: During that period of time, who, other
7 than Austin and Anthony Ransom, did you
8 take on as an employee?
9 A: I did not take no more on.
10 Q: None?
11 A: No. Besides what Mr. Anthony, here,
12 brought in was Rick and Rob.
13 Q: What about James Bray; are you telling
14 me that he didn't work for you?
15 A: James Bray worked for me on and off as a
16 cash deal. When he needed work, he
17 would work.
18 Q: Okay. Well wasn't ---
19 A: Because he had other jobs that he done.
20 Q: Wasn't everybody on a cash deal?
21 A: Oh, yeah, everybody was.
22 Q: Okay.
23 A: That's part of construction.
24 Q: Did James Bray work on any of your
25 projects from August 7th, 2012 to

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1 November 18th, 2012?

2 A: I can't recall that, because I don't

3 know if he was installing windows or not

4 then.

5 Q: So you don't know one way or the other?

6 A: No, I can't answer that. I don't know

7 if he was up here in Myrtle Beach

8 installing windows for Builders First

9 or what. I have no idea.

10 Q: Now you agree, though, that if he did

11 work for you during that period of time,

12 he would have been your employee?

13 A: Yes.

14 Q: Okay. And you had the right to run him

15 off if he did a bad job?

16 A: Right, and I didn't.

17 Q: But you don't have any proof, documents,

18 that would reflect when he worked during

19 that period of time?

20 A: No.

21 Q: And you don't have any memory?

22 A: No, and I, I have no more memory than

23 hearsay or whatever.

24 Q: Okay. So ---

25 A: I mean ---

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1 Q: --- if James Bray showed up at the
2 hearing next week, and he testified that
3 he worked for you pretty much that
4 entire time, you wouldn't be able to
5 refute that would you?
6 A: No, sir, because all he did was install
7 windows.
8 Q: For you, though?
9 A: Yes.
10 Q: Okay. Now let's get back to David
11 Sweat.
12 A: Right.
13 Q: Now did you say that he was or was not
14 your employee during that period of
15 time?
16 A: He was an employee of myself because I
17 did hire him on, and like I said, there,
18 once again, his last date of employment
19 was probably right around December the
20 7th, 2012.
21 Q: Do you have any proof as to when he
22 started working for you?
23 A: No, I don't even have proof when I walk
24 through this door. I mean that's just -
25 - you know, I have no idea.

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1 Q: Do you have any independent recollection
2 of when you hired him to work for you?

3 A: No, sir. That then falls back to I
4 should have kept paperwork on everybody
5 at the job ---

6 Q: So if David Sweat shows up at the
7 hearing next week and testified that he
8 worked for you pretty much the whole
9 time from August 7th until November
10 18th, you have no documents to disprove
11 that and you have no recollection to
12 refute it?

13 A: No, I mean it'd just be like, you know,
14 I'd have to get witnesses myself ---

15 Q: Is that true?

16 A: --- the same as everybody else.

17 Q: Is that true; what I just said?

18 A: I guess so. Yes.

19 Q: All right. Thank you. And that would
20 also be true as far as -- who is Robert
21 Alston?

22 A: I have no idea.

23 Q: You don't know who Robert Alston is?

24 A: Not unless it's Rob, the one that's ---

25 Q: Okay. Fair enough. And Kenneth, you

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1 don't know who Kenneth is?

2 A: I told you. Once again, Kenneth was
3 Adam's buddy.

4 Q: Okay. Would you agree with me that
5 Kenneth, Rob and Rick all worked on one
6 of your projects during the period of
7 time, August 7th through November 18th?

8 A: Rick and Rob was the ones that Tony had
9 brought in. They stayed after Tony had
10 got hurt and helped finish the house up.
11 And Kenny, Kenneth, it'd probably been a
12 month before that when he walked away.

13 Q: Again, my question is: Would they have
14 worked on a project that you were
15 responsible for during the period of
16 time August 7th through November 18th,
17 2012?

18 A: More than likely, yes, more than likely.

19 Q: You contend that they were Anthony's
20 employees, rather than yours?

21 A: Yes, sir.

22 Q: Fair enough. Did you ever speak to
23 either of these fellows?

24 A: I told you once; that Anthony brought
25 Rick and Rob to Home Depot to talk to

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1 me, to introduce me to them, so, yes, I
2 have spoke to each employee at least
3 once.

4 Q: Did you speak to any of these employees
5 on the jobsite?

6 A: Rick and Rob. After Tony had got hurt,
7 I had to go down and try to get the
8 house finished, yes.

9 Q: So they stayed?

10 A: They stayed until the house was
11 completed and then they went their way.
12 And that's when Anthony had problems and
13 had to call the law on Rick, so ---

14 Q: Fair enough.

15 A: --- or Rob.

16 Q: Understand. Was their employment
17 situation changed after Anthony got
18 hurt?

19 A: I guess so, because I didn't, I didn't,
20 you know, I didn't hire them, so I
21 didn't work them nowhere else. I
22 stopped business after all this stuff
23 took place because I know there wasn't
24 no money to make in the houses, so ---

25 Q: But as far as Rick and Rob are

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1 concerned, during the period that they
2 worked on your project, you would agree
3 that you had the right to run them off?
4 A: I would have had a right to run anybody
5 off if I'm over the job situation.
6 Q: Thank you, sir. But those guys,
7 specifically, Rick and Rob, you agree
8 you had the right to run them off and
9 fire them if you wanted to?
10 A: I would have had to fire Anthony first.
11 Q: Anthony first?
12 A: Yeah.
13 Q: Okay.
14 A: Because Anthony brought the guys in.
15 Q: Again, your employee, but also running a
16 crew on your job?
17 A: Yes.
18 Q: That's your story?
19 A: Yeah.
20 Q: You're sticking to it?
21 A: Yes, sir.
22 Q: Okay.
23 A: You can smirk and laugh and do what you
24 want to do.
25 Q: Thank you for your permission.

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1 A: You're quite welcome.
2 Q: It's hard not to. Okay. Let's see what
3 else we got in here. The job on which
4 Anthony got hurt, what was your job on
5 that particular job? What ---
6 A: What was my job?
7 Q: What was your crew supposed to be doing?
8 A: Building a house.
9 Q: From soup to nuts?
10 A: Yes, sir, from the slab up.
11 Q: Fair enough. On November 18th, 2012,
12 what was the status of that job?
13 A: November the 18th, 2012, they lacked two
14 sheets of plywood on the roof. When I
15 had spoken to Anthony at 7:23 that
16 morning, what the phone record's
17 showing, I told him do not work; it is
18 raining.
19 Q: Well, that's fine. But my question was:
20 What was the status of the job?
21 A: What's the status of the job? He told
22 me he lacked a couple sheets of plywood
23 on the roof.
24 Q: Okay.
25 A: And then it could be felted in.

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1 Q: So as far as the roof is concerned, if
2 he lacked a couple of sheets of plywood
3 on it, would that mean that there were
4 holes in the roof?
5 A: Yes, sir. There was holes in the roof.
6 Q: What was underneath the holes in the
7 roof?
8 A: Hmm, they was rafters.
9 Q: And beneath the rafters what was there?
10 A: Concrete, and below the concrete there's
11 dirt.
12 Q: Okay.
13 A: I mean ---
14 Q: So the holes on the roof, were the
15 ceilings in the ---
16 A: No, sir.
17 Q: There weren't any ceilings?
18 A: No.
19 Q: So let's assume that it rained ---
20 A: Right.
21 Q: --- on November 18th. There were holes
22 in the roof; where did the water go?
23 A: On the concrete down below.
24 Q: On the concrete below. Okay. Was the
25 wood between holes in the roof and the

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1 concrete below?

2 A: Yes, you've got rafters there.

3 Q: Okay.

4 A: Two by fours.

5 Q: Fair enough. Was there any point in

6 time at which you had a conversation

7 with Tony, let's say the 17th, November

8 17th, about him putting a tarp over

9 those holes in the roof?

10 A: No, sir.

11 Q: Never did?

12 A: No, sir.

13 Q: Was ---

14 A: Why would you put a tarp over a roof,

15 and not just put a piece of plywood? If

16 you're able to get up on a roof and it's

17 dry, nobody gets on a roof when it's wet

18 to begin with. I mean common sense is

19 going to tell you: You have no felt

20 paper; you can't even stand on this

21 table if it's wet. I mean you're not

22 going to get on a nine pitch slope and

23 try to walk it to put a tarp on by

24 yourself to begin with.

25 Q: So the answer to my question is ---

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1 A: Is no.
2 Q: --- no? You never ---
3 A: No.
4 Q: You never spoke to him the day before
5 about putting a tarp?
6 A: No, sir. I might have spoke to him the
7 day before, but not to put a tarp on a
8 roof. I'm not that stupid.
9 Q: Did you speak to him about the roof and
10 there being two holes in it the day
11 before, November the 17th?
12 A: He had called me. I think it was either
13 the 17th or the 18th, and he got hurt on
14 the 18th, so the 17th, the night before
15 I talked to Tony several different
16 times. And I told him, because it was
17 raining that night, which the weather
18 channel will show that: do not work
19 tomorrow if it's raining. Okay. The
20 next morning at 7:30 it was raining. I
21 talked to him for four minutes on the
22 phone at 7:23. I told him do not work.
23 He said I'm going to ride up there and
24 just make sure it ain't raining up
25 there; that was it. But he was not

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1 supposed to work.
2 Q: Wasn't supposed to work?
3 A: No, sir.
4 Q: Okay. That's fine. So your plan was to
5 leave the hole in the roof, and let the
6 rafters and whatever else just get wet?
7 A: Yes, sir. I mean that's common. I mean
8 say we were out here and we build a
9 house. We get the rafters on and you
10 ain't got time to sheet it. It's a
11 several day process. Inside is going to
12 get wet for several days if it rains. I
13 mean that's any house you see getting
14 built, not just my particular house, but
15 any house.
16 Q: Was there any other wood in the house
17 underneath the roof?
18 A: Any other wood ---
19 Q: Had it been framed?
20 A: Yeah, the whole house had been framed.
21 Q: The whole house had been framed?
22 A: Yeah.
23 Q: Okay. Fair enough. But do you know
24 whether or not there was any framing
25 near the holes in the roof?

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1 A: This right here is a picture of the
2 house and the hole that Mr. Anthony
3 supposedly fell through.
4 Q: Oh, you're denying he even fell?
5 A: Well, hearsay, once again, that I heard,
6 but now we can't bring that in because
7 it don't matter.
8 Q: Okay. Well that's -- I don't know what
9 you'd say was one more than a trifecta.
10 A: Maybe you got the picture. Have you got
11 the picture?
12 Q: I believe I do. Yes, sir.
13 A: All right. That is a picture of the
14 house.
15 Q: Okay.
16 A: I don't see it.
17 Q: I've got it.
18 A: Yeah, I do, too.
19 Q: Is this it here?
20 A: That's the house.
21 Q: Okay. Let me have that marked.
22 MR. BASS: JUST STICK IT RIGHT
23 THERE SOMEPLACE.
24 CLAIMANT'S DEPOSITION EXHIBIT NUMBER
25 FIVE MARKED FOR IDENTIFICATION.

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1 Q: Okay. So when was this taken, sir?

2 A: That falls back. This is where I got

3 sent a letter where Tony was not

4 practicing good safety. It come from

5 Dan Holmes from Builders FirstSource,

6 which was the main man from Builders.

7 It was dated on November the 14th, four

8 days before his accident, 2012.

9 Q: So is this the condition of the house on

10 November 18th, or had it changed?

11 A: The only place that was left open was

12 right up here, and that supposedly where

13 he fell through.

14 Q: Okay. So we're talking about it seems

15 like there are two peaks in the picture.

16 You're talking about the two or three

17 holes immediately to the right of the

18 peak that's on the left of the page?

19 A: Yeah.

20 Q: Okay. Fair enough. And you admit that

21 there were holes there?

22 A: Yes, sir.

23 Q: Fair enough. Let me go back to November

24 17th, 2012. And we're talking about any

25 conversations that you may have had with

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1 Tony or Anthony Ransom. And just to
2 make sure I understand, did you have any
3 conversations with him the day before
4 November 18th, that being the 17th,
5 about whether he should or shouldn't put
6 a tarp ---

7 A: No, sir.

8 Q: --- over the holes in the roof?

9 A: No, sir. There was never nothing
10 brought up with a tarp, because I would
11 never agree to that. Why would you put
12 a tarp on something? It's going to get
13 wet anyway.

14 Q: Do you have a tarp?

15 A: Do I have a tarp? No, sir. I don't
16 even own a tarp.

17 Q: Never have?

18 A: No, sir.

19 Q: So you deny that on the day before he
20 fell that he came and got a tarp from
21 you?

22 A: No, sir. He never come to my house and
23 got a tarp.

24 Q: Anywhere?

25 A: No.

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1 Q: And your testimony is: You've never
2 owned a tarp? Contractor ---
3 A: If I ---
4 Q: --- never owned a tarp?
5 A: As far as using a tarp in the
6 contracting business, no, sir. I might
7 have owned a tarp twenty years ago to
8 cover something up at the house.
9 Q: Okay. Now this particular house, was
10 there any need for speed as far as
11 getting that project finished?
12 A: Every house there's a need for speed.
13 Q: Was there any particular need for this
14 particular house?
15 A: No, sir. You're on a ten-day grace
16 period. You've got to have the house
17 under-framed in ten days.
18 Q: In ten days?
19 A: Ten days.
20 Q: So when did y'all start on this one?
21 A: I have no idea.
22 Q: Don't know?
23 A: Could not tell you.
24 Q: Now, as far as the job was concerned,
25 let's assume it didn't rain on November

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1 18th, 2012, were y'all scheduled to work
2 on that day?

3 A: We would have been -- it was a Sunday
4 and it's usually their discretion
5 whether they want to work Sundays or
6 not. But if there's no rain, yeah, they
7 probably would have worked.

8 Q: They would have worked?

9 A: Probably.

10 Q: So are you testifying you don't have any
11 control or any say on when your crew
12 works?

13 A: Yeah, I got a crew. I mean I've got,
14 you know, Anthony calls me. If it's
15 raining, you're not going to work.
16 There's nothing you can do in the rain,
17 period.

18 Q: My question is: Are you testifying that
19 you have no say or authority on when
20 these people work?

21 A: Yes, I do.

22 Q: Were they expected to work on Sunday had
23 it not rained?

24 A: Had it not rained? No, sir. They would
25 not have been expected to work.

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1 Q: Would not have been expected to work?
2 A: No.
3 Q: So you wouldn't have paid them if they'd
4 worked?
5 A: I would have paid them if they worked.
6 Yes, sir, I would have. But would I
7 mandatory tell them to work, no, sir.
8 Sunday's the Good Lord's Day. That's up
9 to you or him or whatever you want to do
10 with it.
11 Q: Fair enough. So when you told Anthony
12 on November 17th that if it rained not
13 to work, did you tell anybody else?
14 A: Did I tell anybody else?
15 Q: That's what I asked.
16 A: No, sir. I did not tell nobody else.
17 Q: Now, at the time, you testified that you
18 don't know if David Sweat was working
19 for you at that point, right?
20 A: David Sweat was not working on that
21 house. I told you when David Sweat quit
22 work. It was December the 7th.
23 Q: Of 2012?
24 A: 2012, yes, that's what the paperwork
25 here shows.

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1 Q: Well we're talking about November 18th.

2 A: November 18th, David Sweat was not on
3 that house, no. David Sweat had done
4 quit before that.

5 Q: I thought you said you didn't have any
6 proof.

7 A: Oh, Lord. Now you're turning stuff
8 around on me. I know it's your job,
9 though. But, anyway, the paperwork is
10 dated for December the 7th, so I'm going
11 to say, recall is probably early
12 November before that when David Sweat
13 quit work.

14 Q: So, again, you have no proof?

15 A: I have no proof. No, sir.

16 Q: Okay.

17 A: It's just hearsay.

18 Q: All right. So other than Mr. Ransom,
19 who else would you have had to notify
20 not to come in?

21 A: Who else? Anthony took care of his own
22 crew, Rick and Rob. He talked to them
23 every day.

24 Q: Who did you have to notify?

25 A: Nobody. Anthony was the only one down

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1 there. Anthony and them guys.
2 Q: Did you have a Hispanic working in your
3 crew?
4 A: No, sir. He worked for David Hester.
5 Q: Who's David Hester?
6 A: One of my good friends.
7 Q: So you had somebody else's crew working
8 on the ---
9 A: He sent a couple ---
10 Q: --- same project?
11 A: He sent a couple guys down there to try
12 to help speed things up because they
13 wasn't getting the job done.
14 Q: Well I thought you said there wasn't any
15 need for speed?
16 A: Huh?
17 Q: I thought you said there wasn't any
18 particular ---
19 A: Well, there ain't no need for ---
20 Q: --- need ---
21 A: --- speed. But when you've got
22 everything wrong and you've got to go
23 back and change the windows because
24 they're the wrong size, or you got a
25 wall out, you got to get stuff fixed.

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1 Q: Okay. So ---
2 A: It's all like putting a model car
3 together. You can't go with this point
4 and put a roof on it if this down here
5 is messed up.
6 Q: Well, I understand that. But you just
7 testified that there wasn't any unusual
8 need to get this project finished ---
9 A: No, there wasn't. David Hester just
10 wanted me to help him, so he was doing a
11 favor sending his guys to help me; that
12 was basically it.
13 Q: But there was no need to do it quicker?
14 A: No, sir. No. They was just
15 volunteering. They wanted to come in
16 and help. He sent them up there to help
17 us.
18 Q: Were you paying them or was he paying
19 them?
20 A: No, he paid them.
21 Q: So he paid his crew to work on your
22 project?
23 A: Yes, sir.
24 Q: Okay. So November the 18th, did you
25 have a phone conversation with Anthony

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1 Ransom on the morning of November 18th?
2 A: Yes, sir, 7:23.
3 Q: Okay. And who called who?
4 A: I ain't for sure whether I called him or
5 he called me. I don't know.
6 Q: You're not sure?
7 A: No, but I'm sure the phone record will
8 show which one it was placed from.
9 Q: All right. Well let's look.
10 MR. CLARK: DID YOU FIND IT?
11 (SPEAKING TO MR.
12 HYLTON.)
13 A: Mr. Anthony called me at 7:23.
14 Q: I'm not seeing the dates on these.
15 Where are the dates on these calls?
16 A: It all falls back to -- I think the one
17 sheet it says the month; I think. I
18 don't see a date on it either.
19 MR. CLARK: ARE THESE YOURS?
20 (REFERRING TO STACK OF
21 PAPERS ON TABLE.
22 SPEAKING TO MR.
23 HYLTON.)
24 A: I don't see no dates on them neither.
25 Q: You don't see any dates on them?

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1 A: No.
2 Q: Okay.
3 A: Because the only thing on the computer
4 it will ask you through T-Mobile what
5 you, month you want to go through and it
6 will pull it up, and that's what it
7 prints out.
8 Q: Okay. Fair enough.
9 A: I can bring a computer and we can do it
10 in the Court and show ---
11 Q: Along with the handwriting expert?
12 A: Yeah.
13 Q: The ---
14 A: Along with a polygraph, too.
15 Q: Sure. The record here, which doesn't
16 have a date, indicates 7:23 in the
17 morning was an incoming call, and it was
18 a four-minute call?
19 A: Yes, sir.
20 Q: Okay. And then there was another one at
21 1:12 p.m.
22 A: 1:12 p.m. is when I received a phone
23 call, I think from Rob, with, saying
24 that he had got hurt. Or, no, that one
25 there, Rob called me on his cell phone

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1 whenever the accident happened. I think
2 it was his cell phone. But anyway, the
3 one that I received at that time was
4 from Tony, when he was at the hospital,
5 he called me ---
6 Q: Okay.
7 A: --- at 1:12.
8 Q: It looks like during the next several
9 days there were a lot of phone calls ---
10 A: Yeah, checking to see how he was.
11 Q: You were checking to see how he was?
12 A: Right.
13 Q: And then, of course, there were a lot of
14 phone calls; like for instance there
15 were two of them that you made to that
16 number: one on the day after for eleven
17 minutes, and then the day after that
18 there was a call for twelve minutes ---
19 A: Fifteen and twenty.
20 Q: --- fifteen and twenty; who were you
21 talking to during those phone calls?
22 A: Mr. Anthony and I. Just talking about
23 things like how he was feeling and stuff
24 like that.
25 Q: Okay. Did you talk to anybody else from

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1 that phone number?
2 A: From that phone number?
3 Q: Yes.
4 A: No, sir. No.
5 Q: Okay. Let me ask you this: I see a
6 bunch of phone calls; is there any proof
7 that these documents were generated by a
8 phone company?
9 A: Once I bring my computer in to the Court
10 ---
11 Q: Yes, sir.
12 A: --- I can pull it up, through T-Mobile -
13 --
14 Q: Okay.
15 A: --- .com, and we can prove that every
16 one of these numbers come off that.
17 Q: Fair enough. Now as far as the
18 conversation that you had with him on
19 November the 18th at 7:23 or whatever --
20 -
21 A: Yeah.
22 Q: --- and you say that he called you?
23 A: He called me.
24 Q: Well go ahead and tell me exactly what
25 took place during that phone

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1 conversation.

2 A: What took place? I just basically told
3 him not to work; that it was raining
4 here. And he said it was raining at his
5 house. He was going to ride up there
6 and just see if it was raining. I said
7 all right, but don't be doing nothing,
8 okay? And nobody else showed up for
9 work, but it was mighty funny that Mr.
10 Tony here was there by his self.

11 Q: Nobody else showed up for work at all?

12 A: Not that I know of.

13 Q: All day?

14 A: I know it was somebody had to show up
15 later in the day to find him there, so I
16 have no idea. But as of that morning
17 they hadn't been nobody there.

18 Q: Was there any work that had to be done
19 on the inside on the house?

20 A: Any work that had to be done on the
21 inside? There's always work on the
22 inside. You got blocking that's got to
23 be done. You got anchor bolts that's
24 got to be put in. I mean yeah.

25 Q: Well let me ask you this: Let's assume

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1 since there was work to be done on the
2 inside ---
3 A: Right.
4 Q: --- and since there was at least enough
5 to worry about getting this job done as
6 quickly as possible, that somebody else
7 loaned you a crew and was going to pay
8 for that crew to work on that project,
9 could your crew have worked on the
10 inside of that house with the rain
11 coming through that hole?
12 A: Yeah.
13 Q: Still?
14 A: Yeah. I mean that hole was on the left-
15 hand side of the house. If they had
16 wanted to work, they could have worked
17 on the right side.
18 Q: Okay.
19 A: Vice versa. I mean yeah, you're still
20 going to have drippage where the plywood
21 meets, you know, you're going to have a
22 little water drops come in, but nothing
23 major.
24 Q: But if there was a tarp over the hole,
25 your crew could have worked anywhere in

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1 the house?

2 A: Sir, I sort of doubt they make a tarp

3 big enough to cover that whole house.

4 Q: The whole house? I thought you said all

5 but a few pieces were covered already.

6 A: A few pieces was left out here, okay?

7 Q: Right.

8 A: Why couldn't they have worked over here?

9 Okay? The same thing, vice versa.

10 Rain's going to come through where your

11 plywood meets, no matter how you do it,

12 unless it's got felt paper on it. So,

13 instead of you trying to chance to get

14 up on that roof, and do something

15 stupid, why not go over here and work on

16 the inside where you ain't got to be on

17 a roof by yourself, slick, pouring rain?

18 Q: So your testimony then is that you told

19 him specifically not to work, and that

20 knowing he wouldn't get paid, and

21 knowing that you told him not to do it,

22 he climbed up on the roof anyway ---

23 A: Because it ---

24 Q: That's your story?

25 A: That's my story.

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1 Q: Okay.

2 A: It would be like you telling your
3 secretary not to work tomorrow and she
4 showed up. I mean ---

5 Q: All right. Do you know whether or not
6 anybody else other than Mr. Ransom
7 showed up on that jobsite on November
8 18th?

9 A: I had spoken to Rob when Rob had called
10 me to tell me that Anthony had been
11 found; that he got a phone call from
12 somebody, supposedly Anthony knowed. I
13 don't know who it was because I wasn't
14 up there. But, anyway, he got a phone
15 call saying that Anthony was found in
16 the rafters; that he had fell. And he
17 said I thought we wasn't working today.
18 And I said well we wasn't supposed to
19 work today because Tony was told this
20 morning not to work. So I take it
21 nobody else was on that job.

22 Q: Okay. So the answer to my question is -
23 - well, first of all, were you there?

24 A: No, sir.

25 Q: Were you there at any time during the

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1 day?
2 A: No, sir.
3 Q: So do you have any personal knowledge of
4 whether somebody showed up or not?
5 A: No more than you do.
6 Q: So that's a no?
7 A: That's a no.
8 Q: Okay. Tell me who you talked to on
9 November 18th, 2012. Well let me ask
10 the question first. When was the first
11 time that you received notice that
12 Anthony Ransom had hurt himself at that
13 jobsite?
14 A: Whenever Rob had called me.
15 Q: Okay. And when was that?
16 A: Sometime that day.
17 Q: Look at your records and tell me when.
18 A: I don't think I got his. I mostly just
19 printed off Mr. Anthony's conversations
20 and stuff. I don't think I've got that
21 number on here ---
22 Q: And you're sure that the call was from
23 Rob?
24 A: Yes, sir.
25 Q: Okay. Tell me exactly what Rob said.

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1 A: Rob said that Anthony, that the
2 ambulance was up there; that Anthony had
3 fell through the roof system. And exact
4 words from him was, he said the way he
5 was a laying, he said I don't see how he
6 fell like that. That was the exact,
7 that's all that was said.
8 Q: Understood. That, again ---
9 A: That's hearsay.
10 Q: --- we're adding to the usual contractor
11 ---
12 A: That's right.
13 Q: --- litany of defenses.
14 A: No. I mean you asked me and I'm telling
15 you.
16 Q: Yes, I've got coverage. No, they
17 weren't my employees. I told them not
18 to work and I can't see how they could
19 have been hurt the way they say they've
20 been hurt.
21 A: Ever how you put it.
22 MR. HYLTON: OBJECT TO THAT. WAS
23 THAT A QUESTION OR IS
24 IT A STATEMENT?
25 MR. BASS: IT'S A STATEMENT. YOU

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1 CAN OBJECT TO IT.
2 MR. HYLTON: I'LL OBJECT.
3 MR. BASS: OKAY. IT IS AN
4 EDITORIAL COMMENT.
5 MR. HYLTON: THE SAME OBJECTION.
6 Q: Any idea at all when you got this phone
7 call from Rob; was it before noon, after
8 noon, or do you have any idea ---
9 A: I'm going to say it was ---
10 Q: --- at all?
11 A: I'm going to say it was before noon. I
12 don't know. Once again, I'll pull the
13 phone records up. I'll find out exactly
14 what time it was when Rob called me.
15 But as of right now, I don't know.
16 Q: So other than what you just told us he
17 told you, can you remember anything else
18 that he told you during that phone
19 conference?
20 A: No, there wasn't nothing else. Said his
21 wife was there ---
22 Q: Okay.
23 A: --- hysterical.
24 Q: Okay.
25 A: And that was about it.

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1 Q: Did you ask him any questions?
2 A: Did I ask any questions? None that I
3 recall.
4 Q: Okay. Didn't ask how he was?
5 A: Oh, I asked him where they was going to
6 send him to, which hospital. I did ask
7 that.
8 Q: Did you ask him how he was?
9 A: And he said he was unconscious. He done
10 told me all this stuff. I didn't have
11 to ask. He was just coming off with it.
12 Q: Fair enough. Fair enough. Do you know
13 where Rob is by any chance?
14 A: The last I knowed, he lived down there
15 the job off Highway 90, and I have no
16 idea where.
17 Q: Fair enough. Where was it that they
18 took Anthony?
19 A: Grand Strand.
20 Q: Did you go see him?
21 A: Did I go see him? No, because by the
22 time he called me, I didn't have a
23 vehicle at the time because I only got
24 one vehicle now. My wife was at work.
25 I did not have transportation because

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1 things got so bad, once again, and I
2 lost a vehicle because I couldn't pay
3 for it. And then time she got off work,
4 Anthony had done got out of the
5 hospital.

6 Q: Fair enough. When ---

7 A: But I did have the phone conversation
8 with him to check on him; see how he
9 was.

10 Q: Fair enough. That was my next question.
11 When was the first time that you
12 actually spoke with Anthony, either in
13 person or on the telephone?

14 A: On the telephone. It was whatever time
15 you said there a minute ago, 1:00
16 something; whatever it was on the 18th.

17 Q: Tell me how that conversation went.

18 A: How did the conversation go?

19 Q: Yeah. What was said?

20 A: He just said that he was real sore, and
21 God, I can't remember what all that he
22 said. Just that he was real sore and
23 stuff; I mean basically.

24 Q: Did you ask what happened?

25 A: He just told me that it was raining and

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1 he fell through the roof.

2 Q: Okay. Did you tell him anything or ask
3 him anything else?

4 A: I didn't say another word. I was
5 already mad because he was there and he
6 shouldn't have been.

7 Q: Other than that conversation that you
8 had with Anthony Ransom the day he was
9 hurt, can you recall any other
10 conversations that you've had with him
11 since, either in person or by telephone?

12 A: Yes, sir. Look at your phone records,
13 once again.

14 Q: Uh-huh (affirmative response).

15 A: On the 19th and the 20th, and then
16 that's when they disconnected my phone;
17 I think. I lost my phone at that time,
18 so that was probably the last one. And
19 then Mr. Anthony had come by and put a
20 note on my door telling me to call him,
21 which is the Exhibit here. And that was
22 January, probably around, I don't know,
23 sometime in January. I figured it was
24 about the same time that he filed his
25 claim here, because he was already up

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1 here. But that is the note that he had
2 left me. But other than that, no, I
3 ain't talked no more besides that time I
4 had met him up there at Old Time Pottery
5 after he had got hurt, him and his wife.

6 Q: Okay. We'll make this an Exhibit. This
7 is the note that you contend Tony put on
8 your door?

9 **CLAIMANT'S DEPOSITION EXHIBIT NUMBER**
10 **SIX MARKED FOR IDENTIFICATION.**

11 A: Yes.

12 MR. BASS: THANK YOU.

13 Q: And that would be Claimant's Exhibit 6.
14 And this was left in December of 2012;
15 do you remember when in December 2012?

16 A: No, I don't have no idea on the date.

17 Q: Do you owe Anthony Ransom any money for
18 ---

19 A: Do I owe Anthony ---

20 Q: --- work?

21 A: --- any money for work? No, Anthony's
22 been paid for everything that he's done.

23 Q: He has?

24 A: Yes, sir.

25 Q: When's the last time he got paid?

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1 A: The last time him and his wife met us at
2 Old Time Pottery. And there, once
3 again, I can't tell you exact date on
4 that. That was, I want to say January
5 something. I don't know.
6 Q: January of 2013?
7 A: Yes.
8 Q: And did you pay him anything then?
9 A: Paid him cash money, yes.
10 Q: Cash.
11 A: Him and his wife.
12 Q: Did you get a receipt?
13 A: No, I never get receipts.
14 Q: How much did you pay him?
15 A: That I can't recall. I'm going to say
16 five or six hundred dollars. I can't
17 remember. No idea.
18 Q: It was Old Time Pottery?
19 A: Down in Surfside.
20 Q: Did you have any conversations with
21 Anthony at that meeting?
22 A: At that meeting, the only thing he told
23 me, when he got out, I asked him how he
24 was a doing. Said he was doing fine. I
25 said well, I hate this and that. And he

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1 just said, well, don't worry about it.
2 He had been trying to get on disability
3 for a while anyway. I mean it's just
4 all hearsay, you know.

5 Q: And the bow on the package.

6 A: You got it, buddy.

7 MR. HYLTON: OBJECT TO THE FORM OF
8 THE QUESTION.

9 A: Yeah.

10 Q: Well let me ask you. Let me get the bow
11 tightened.

12 A: Okay.

13 Q: Prior to November 18th, 2012, did you
14 have an opportunity to observe Anthony
15 Ransom work on the jobsite?

16 A: Observe? God, I've been down there off
17 and on, but I couldn't tell you what
18 days and when.

19 Q: I'm not interested in that. What I'm
20 interested in is you answer my question.
21 Prior to November 18th, 2012, did you
22 have an opportunity to observe him on
23 the jobsite?

24 A: Yes.

25 Q: Was he working?

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1 A: Was he working? Yeah, at the time he
2 was working.
3 Q: Did he seem to be having any difficulty
4 working?
5 A: No, he's always had the limp ever since
6 I've knowed him. I mean but other than
7 that, that's it.
8 Q: Okay.
9 A: Yeah, tighten it up a little bit more.
10 Q: Tighten it up a little bit more.
11 A: The truth's the truth. Karma's a ---
12 Q: Always had the limp?
13 A: Yep.
14 Q: Tell me about the limp.
15 A: Well every since -- I mean he's always
16 just had a little limp in his leg when
17 he walks.
18 Q: A little limp in his leg?
19 A: Yeah.
20 Q: Okay. Which leg?
21 A: I don't know. I don't really pay much
22 attention. I just know he, when he
23 walks, he's just, (making gesture), back
24 and forth.
25 Q: Okay. Fair enough. To your knowledge,

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1 prior to November 18th, 2012, have you
2 ever known him to complain about
3 headaches?
4 A: No. We never talked like that. I don't
5 know.
6 Q: Have you ever known him to complain of
7 neck pain?
8 A: No.
9 Q: Upper back pain?
10 A: Nah, maybe once now and then he might
11 say his back is sore.
12 Q: Okay.
13 A: But that's it. And that's common when
14 you're out working in the field.
15 Q: Back's sore? Okay. What about his low
16 back?
17 A: I don't know. I can't tell you.
18 Q: What about his right leg?
19 A: None that I can recall.
20 Q: Left leg?
21 A: None that I know of.
22 Q: Either one of his knees?
23 A: None that I know of.
24 Q: Either one of his hips?
25 A: None that I know of.

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1 Q: Was there any condition that he had
2 prior to November 18th, 2012, to your
3 knowledge, that prevented him from doing
4 the job that you hired him to do?

5 A: To my knowledge, no.

6 Q: Are there any witnesses to the meeting
7 that you had with Anthony at Old Time
8 Pottery?

9 A: No, just his wife and my fiancé.

10 Q: All right. When Anthony would work more
11 than forty hours a week, was he paid
12 overtime?

13 A: No, sir.

14 Q: Is there any particular reason why you
15 feel you're not responsible for paying
16 your employees overtime? Is there
17 something that makes you special?

18 A: No, and I ain't saying there is, but,
19 no, I mean it was just straight pay.

20 Q: Then why didn't you pay him overtime?

21 A: It was never asked for. It was just
22 straight pay.

23 Q: Is it your understanding ---

24 A: A lot of times we tried not to work
25 forty hours a week.

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1 Q: Is it your understanding then that John
2 Clark doesn't have to observe federal
3 laws as far as paying his employees
4 time-and-a-half for overtime?
5 A: No, sir. I'm not saying that.
6 Q: You just, if you can get away with it,
7 you're going to do it?
8 A: I guess, if that's what you want to say.
9 Q: Well, you got anything else to say
10 contrary to that?
11 A: No, sir.
12 Q: Okay.
13 A: I just know his hours and my hours ain't
14 right, so -- I mean I can write anything
15 down. You look at me like that, and
16 then he can write anything down. I mean
17 it's just like if you were my client or
18 I was his client. I mean it's all
19 hearsay. It is what it is.
20 Q: Have you spoken with anybody from
21 midnight on November 18th, 2012,
22 beginning 12:01 a.m., beginning of that
23 day, until today, as far as what you
24 told Anthony Ransom about either getting
25 up on the roof with a tarp or not

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1 getting up on the roof with a tarp?
2 A: I have not spoke with nobody over
3 nothing like that because I never told
4 Anthony to get on a roof, period.
5 Q: Well, whether he was supposed to or not
6 supposed to, you need to listen to my
7 questions.
8 A: Yeah, I'm listening. But there was no
9 tarp brought into this situation.
10 You're bringing a tarp in now.
11 Q: My question is, again: Did you speak
12 with anybody about -- I'll rephrase
13 then. Did you speak with anybody from
14 12:01 a.m. on November 18th, 2012 to the
15 present ---
16 A: Right.
17 Q: --- about whether or not you told
18 Anthony to work on November 18th or not
19 work, one way or the other ---
20 A: Just the ---
21 Q: --- have you talked with anybody else?
22 A: Just Rob. Rob and Adam. Adam knowed
23 that he wasn't supposed to work. I mean
24 it was just, you know it was just ---
25 Q: How did Adam know he wasn't supposed to

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1 work?

2 A: Because Adam called me and told me that

3 he had talked to Tony on the phone,

4 Anthony on the phone, and Anthony staged

5 it because he felt like he was still

6 owed money off the job, and he was

7 getting his money one way or the other;

8 that's the reason we had Adam subpoenaed

9 in here.

10 Q: Anthony staged it?

11 A: Yeah, that's what Adam said.

12 Q: Well you've covered the bases.

13 A: That's good.

14 Q: All right. Other than Rob and Adam,

15 anybody else?

16 A: Not that I can recall. I ain't going to

17 say for sure, not that I know of.

18 Q: Well as you sit here today, can you

19 think of anybody else?

20 A: As I'm sitting here today, no.

21 Q: Well what about Mr. Hylton, here?

22 A: What have I ---

23 Q: Have you talked to him about it?

24 A: No, Mr. Hylton is not my attorney, just

25 phone records and stuff.

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1 Q: Well, are you telling me that you've not
2 talked to Mr. Hylton about whether or
3 not you told Anthony Ransom to work that
4 day or not work that day?

5 A: I'm sure I have, because we're all
6 sitting in this room. I mean ---

7 Q: Prior to us convening the deposition,
8 did you talk to Mr. Hylton about that?

9 A: I may have. I ain't gone say I haven't.
10 I may have. I don't know. I know that
11 I had spoken with him and the lady from,
12 Lisa there, from Workers' Comp, so I'm
13 sure I have. And I wrote it down on one
14 of the pieces of paper that was sent to
15 me from the Workman's Comp.

16 Q: Do you know whether or not you've given
17 anybody a recorded statement?

18 A: I don't know. I have no idea.

19 Q: But you have talked to somebody from
20 Workers' Comp; I guess it would be
21 Builders FirstSource Workers' Comp?

22 A: No, I'm talking about Lisa that's on the
23 phone ---

24 Q: You mean Lisa Glover?

25 A: Yeah.

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1 Q: Okay.
2 A: I talked to her.
3 Q: Have you spoken to anybody other that
4 Mr. Hylton from Builders FirstSource?
5 A: Over the job?
6 Q: Well about his claim.
7 MR. BASS: WHO ARE YOU -- LIBERTY
8 MUTUAL?
9 (SPEAKING TO MR.
10 HYLTON.)
11 MR. HYLTON: YES.
12 Q: Anybody from Liberty Mutual?
13 A: None that I know of.
14 Q: None that you know of?
15 A: None that I know of.
16 Q: Okay. Fair enough. Let's take a break.
17 We've been going at it for a while.
18 MR. BASS: DOES ANYBODY MIND IF WE
19 TAKE A BREAK?
20 MR. HYLTON: NOT AT ALL.
21 MR. BASS: OKAY.
22 ***OFF THE RECORD***
23 (Continuation of Examination)
24 BY MR. BASS:
25 Q: Sir, as I understand your testimony, you

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1 told me earlier that you had fourteen
2 days within which to complete this house
3 with a ten-day grace period; is that
4 right?
5 A: I don't know if it was fourteen days
6 that we had to finish it, but I do know
7 that you usually got ten days on the
8 houses to build.
9 Q: Ten days and then the ten-day grace
10 period?
11 A: Yeah.
12 Q: When did you start?
13 A: I -- that I cannot answer. I have no
14 idea.
15 Q: Okay. Did you have to use a boom truck
16 on this one; we're talking about Lot 23,
17 right?
18 A: No. I don't know if it's Lot 23 or 91.
19 Yeah, we used a boom truck. I don't
20 know which one's which.
21 Q: Are you telling me that you don't know
22 the lot on which Mr. Ransom got hurt?
23 A: As of right now, no, I can't sit here
24 and tell you. Wait just a second and I
25 can fall back on these, where the tub

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1 was broke. And if that says Lot 23,
2 then it was Lot 91. If it says Lot 91,
3 then it was Lot 23 that Anthony got hurt
4 on. I can't tell you what I ate
5 yesterday much less ---
6 Q: Yes, sir.
7 A: My mind ain't that good.
8 Q: Yes, sir.
9 A: I hadn't got that paper. It was Lot 91.
10 Q: Okay. That what; you had a boom; that
11 you used a crane?
12 A: Yeah. I used a crane.
13 Q: Okay. Who did you use?
14 A: I have no idea. We use different ones.
15 It's just ever who is available.
16 Q: Do you ever use Owens Steel?
17 A: Yeah.
18 Q: Okay. Let me hand you something and ask
19 you if you can identify it. Do you
20 recognize that?
21 **CLAIMANT'S DEPOSITION EXHIBIT NUMBER**
22 **SEVEN MARKED FOR IDENTIFICATION.**
23 A: I'm sure, I'm sure so, if that's, you
24 know ---
25 Q: Is that a receipt for a crane?

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1 A: That's a receipt for a crane; yes, sir.
2 Q: And who is the person that's using the
3 crane according to the receipt?
4 A: It says John Clark.
5 Q: That's you, right?
6 A: Yeah.
7 Q: Okay.
8 A: Why has Mr. Anthony got my bills for?
9 Q: What lot is the job name and address?
10 What does that say?
11 A: Lot 23.
12 Q: Lot 23?
13 A: Yes, sir.
14 Q: So what's the date of the ---
15 A: The date on this job was 10/31/2012, and
16 at that time we had Lot 23 and Lot 91
17 going at the same time ---
18 Q: Uh-huh (affirmative response).
19 A: --- so we had to fall back on Lot 91 to
20 fix some walls, some gable ends. They
21 were crooked. So, yes, they was a lapse
22 on that house that things did not get
23 done because we was falling back to Lot
24 91.
25 Q: But there was no hurry in getting Lot 23

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1 ---
2 A: No, sir.
3 Q: --- finished?
4 A: There was no hurry.
5 Q: No hurry.
6 A: Builders FirstSource will even tell you
7 that. No hurry.
8 Q: Sure. And your testimony is that you
9 don't know anything about a fourteen-day
10 turnaround with a ten-day grace period?
11 A: Different houses got different things.
12 I built one in Market Commons. I had
13 four days to get it done.
14 Q: Sir, my question is: Can you tell me,
15 one way or the other as you sit there,
16 whether or not you had a fourteen-day
17 turnaround that you were supposed to
18 comply with as far as the house on Lot
19 23 is concerned?
20 A: Lot 23, no, there wasn't a fourteen-day
21 grace period because we were doing 23
22 and 91 at the same time.
23 Q: I'm not asking you about a grace period.
24 I'm talking about the turnaround time.
25 A: No, not, because we were doing two

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1 houses at one time. No.

2 Q: All right. Now I asked you whether or

3 not you can recall having conversations

4 with anybody concerning Mr. Ransom and

5 his claim of falling through the rafters

6 after, let's say after you spoke with

7 him on the morning of November 18th.

8 And you've told us about Rob.

9 A: I spoke to Rob.

10 Q: Anybody else? And of course you've

11 talked to Mr. Hylton haven't you?

12 A: Mr. Hylton and Lisa.

13 Q: Lisa Glover.

14 A: I'm going to answer I don't know. I

15 don't know. I can't sit here and -- I

16 don't want to sit here and lie to you

17 and say I didn't when I don't know. I

18 don't have no idea.

19 Q: So as you sit here, though, you can't

20 remember speaking with anybody about

21 this claim other than Rob, Mr. Hylton,

22 Ms. Glover? You talked to your fiancé

23 about it haven't you?

24 A: Well of course.

25 Q: Anybody else?

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1 A: Other than that? I'm going to sit here
2 and still tell you the same thing: I
3 have no idea.
4 Q: You don't know?
5 A: I don't know.
6 Q: Okay. Is there anything in particular
7 that you plan to rely on in refreshing
8 your recollection between now and the
9 time of the hearing next week?
10 A: No, sir.
11 Q: No. Your son, Austin Clark ---
12 A: Yes, sir.
13 Q: --- are you sure that he was still
14 working for you as of November 18th,
15 2012?
16 A: As of November the 18th, yes, sir. He
17 did not move back to Virginia probably
18 'til December, after Christmas, or early
19 January.
20 Q: Why did he move back?
21 A: He had a little girl up in Virginia that
22 he was seeing, a girlfriend.
23 Q: Okay.
24 A: That's where he's originally from.
25 Q: Do you remember when in January you met

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1 with Mr. Ransom to pay him the five or
2 six hundred dollars in cash that you
3 owed him?

4 A: No, not right offhand. I just know it
5 was one evening when my fiancé had got
6 off work and when she was at Old Time
7 Pottery getting a few things. And he
8 had called and I said well come on up.
9 I don't remember what day it was.

10 Q: Do you remember; did he talk to you when
11 he called?

12 A: Yes.

13 Q: Do you remember anything about that
14 conversation?

15 A: Just that he needed money, him and his
16 wife was out. They were out doing
17 something. He may have been out -- it
18 may have been right at Christmastime. I
19 don't know, but I think they was out
20 Christmas shopping. I can't remember.

21 Q: So you don't remember when it was then?

22 A: No, somewhere around Christmas.

23 Q: Somewhere around Christmas. And is it
24 your testimony that he called just
25 saying he needed money, or did he claim

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1 that you owed him money?
2 A: I still owed him a few dollars, yes.
3 Q: Well five or six hundred dollars is more
4 than a few; you would agree with that
5 wouldn't you?
6 A: Yeah, I would agree with that. Yeah.
7 Q: Okay. And assuming, if it was around
8 Christmastime, you're talking about
9 what, five or six weeks after he got
10 hurt? Why did it take you so long to
11 pay him?
12 A: Probably, I don't, I don't know. I have
13 no idea. He got hurt the 18th, November
14 the 18th, so I don't know. Maybe it was
15 before Christmas sometime. Maybe it
16 wasn't. I ain't going to sit here and
17 tell you it's five or six weeks when I
18 sit here and tell you I don't know.
19 Sometime around Christmas, I don't know.
20 Q: Well my question was: Why did it take so
21 long to pay him? Do you have any idea
22 why?
23 A: I was just waiting for the money to come
24 in or something. I have no idea.
25 Q: Okay. That's all I have.

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1 MR. HYLTON: YOU WANT ME TO GO NEXT,
2 LISA, OR DO YOU WANT TO
3 GO?

4 MS. GLOVER: YOU CAN GO AHEAD.

5 MR. HYLTON: ALL RIGHT.

6 **EXAMINATION**

7 BY MR. HYLTON:

8 Q: Mr. Clark, we've been through several of
9 the documents that have been marked
10 here. I don't know if all of them have
11 been marked, so let me go through.

12 MR. HYLTON: FIRST, HAS THAT ONE
13 BEEN MARKED?

14 MR. BASS: YES.

15 MR. HYLTON: OKAY. THIS HAS BEEN
16 MARKED.

17 MR. BASS: AND HE WAS REFERRING TO
18 THE NOTE.

19 COURT REPORTER: THAT WAS SIX.

20 MR. BASS: YEAH, SIX.

21 MR. HYLTON: OKAY. WERE THE PHONE
22 RECORDS MARKED?

23 MR. BASS: NO.

24 MR. HYLTON: OKAY. WE'LL MAKE IT
25 EASY. I'M GOING TO

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1 MARK THESE ALL AS
2 SEPARATE, INDIVIDUAL.
3 YOU CAN STAPLE THOSE
4 TOGETHER INSTEAD OF
5 DOING THOSE
6 INDIVIDUALLY.
7 COURT REPORTER: DO YOU WANT TO START
8 WITH NUMBER 1 FOR
9 YOURS?
10 MR. HYLTON: THAT'S FINE.
11 WHATEVER'S EASIEST FOR
12 EVERYBODY.

13 **DEFENDANT'S DEPOSITION EXHIBIT NUMBER**
14 **ONE MARKED FOR IDENTIFICATION.**

15 Q: Mr. Clark, what are these records?

16 A: These are phone records from T-Mobile
17 showing calls that have been made to
18 Adam and Mr. Anthony.

19 Q: Are these just Adam and Anthony, or are
20 these all the numbers that have been
21 called?

22 A: I'm thinking most of them -- well, most
23 of them are numbers that all has been
24 called throughout. We tried to mark and
25 highlight the ones that ---

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1 Q: Well what dates did you put in for these
2 records?

3 A: I can't remember, November, October
4 through November; I think.

5 Q: Did you put that into your computer at
6 home?

7 A: Yes. Once you get into it, it will ask
8 you what months that you want to pull up
9 and then you can pull up, type it up and
10 it will pull it up.

11 Q: And that was from T-Mobile's website?

12 A: Yes.

13 MR. BASS: ALL RIGHT. YOU'VE
14 MARKED THEM, BUT YOU
15 HAVEN'T MOVED THEM INTO
16 EVIDENCE.

17 MR. HYLTON: WE'LL I'M GOING TO MOVE
18 THEM INTO EVIDENCE.

19 MR. BASS: ALL RIGHT. I'M GOING
20 TO OBJECT. THERE'S NO
21 AUTHENTICATION AND
22 THEY'VE ALSO BEEN
23 MARKED UP. I'M GOING
24 TO OBJECT TO ALL OF
25 THAT.

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1 MR. HYLTON: OKAY.
2 Q: Is Adam Watts' telephone number 8-4-3-9-
3 0-7-5-4-6-4?
4 A: Yes.
5 Q: Were you here at his deposition
6 yesterday?
7 A: Yes.
8 Q: Did he testify yesterday that he had not
9 called you?
10 A: Yes.
11 Q: Have you reviewed these records?
12 A: Yes.
13 Q: Did you determine that, in fact, Mr.
14 Watts did call you?
15 A: Yes. His number is ---
16 MR. BASS: EXCUSE ME JUST A
17 SECOND. I'M GOING TO
18 OBJECT TO THE QUESTION.
19 IT RELATES TO A
20 DOCUMENT WHICH I DON'T
21 THINK IS ADMISSABLE, SO
22 I'M GOING TO OBJECT.
23 MR. HYLTON: ALL RIGHT.
24 Q: Through your independent recollection
25 last night, did you go through those

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1 records online?

2 A: Yes.

3 Q: Through your independent recollection,
4 do you recall seeing Mr. Watts' number
5 appear on the bills from October and
6 November?

7 A: Yes.

8 MR. BASS: THE SAME OBJECTION.

9 MR. HYLTON: OKAY.

10 MR. BASS: THE TESTIMONY IS STILL
11 BASED ON RECORDS THAT I
12 DON'T THINK ARE
13 ADMISSABLE.

14 Q: And were you here yesterday for Mr.
15 Ransom's deposition?

16 A: Yes.

17 Q: Did Mr. Ransom also tell you that he did
18 not call you on the morning of the
19 accident?

20 A: Yes.

21 MR. BASS: EXCUSE ME JUST A
22 SECOND. I'M GOING TO
23 OBJECT TO THE QUESTION
24 ABOUT THE TESTIMONY.
25 THE TESTIMONY WILL

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1 SPEAK FOR ITSELF.
2 MR. HYLTON: OKAY. AGAIN, I'M GOING
3 TO MARK THESE.
4 DEFENDANT'S DEPOSITION EXHIBIT NUMBER
5 TWO MARKED FOR IDENTIFICATION.
6 Q: What are these records?
7 A: These are the records of the phone calls
8 to Mr. Tony here, Anthony, every time
9 that we had spoken.
10 Q: From what dates were those entered?
11 A: From 10/22 all the way up 'til 11/20.
12 Q: And where did you pull these records
13 from?
14 A: T-Mobile.
15 Q: Again, your home computer?
16 A: Yes.
17 Q: And you entered the date search on your
18 computer?
19 A: Yes.
20 Q: And this is what you printed off?
21 A: Yes.
22 MR. HYLTON: I MOVE TO ENTER
23 THOSE INTO EVIDENCE.
24 MR. BASS: THE SAME OBJECTION.
25 MR. HYLTON: OKAY.

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1 MR. BASS: THERE'S NO
2 AUTHENTICATION AND THEY
3 HAVE BEEN MARKED ON.
4 MR. HYLTON: OKAY.
5 Q: On this one, the date on November 18th,
6 was a call placed to you at 7:23 a.m.
7 from telephone number 9-1-0-9-1-8-1-1-9-
8 0?
9 A: Yes.
10 MR. BASS: EXCUSE ME JUST A
11 SECOND. DO YOU MIND IF
12 I HAVE A ---
13 MR. HYLTON: RUNNING OBJECTION.
14 MR. BASS: --- RUNNING OBJECTION -
15 --
16 MR. HYLTON: OKAY.
17 MR. BASS: --- TO ANYTHING
18 RELATING TO THOSE
19 RECORDS?
20 MR. HYLTON: NO PROBLEM.
21 MR. BASS: THANK YOU, SIR.
22 Q: And, again, is that Mr. Ransom's
23 telephone number?
24 A: Yes.
25 MR. HYLTON: AND, AGAIN, I'LL GIVE

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1 YOU THE SAME
2 OBJECTION TO THIS AS
3 WELL, BECAUSE THIS WILL
4 BE ---

5 Q: Did you review the records and have an
6 independent recollection of that last
7 night?

8 A: Yes.

9 Q: And do you recall reviewing those
10 records last night?

11 A: Yes.

12 Q: Do you recall seeing Mr. Ransom, that he
13 had called you on the morning of
14 November 18th, 2012 at 7:23 a.m.?

15 A: Yes.

16 Q: And, again, on that morning, you
17 informed him not to go up on the roof?

18 A: Yes.

19 Q: Again, with Mr. Watts, did you have a
20 telephone conversation with Mr. Watts or
21 a conversation in general with Mr. Watts
22 regarding the accident?

23 A: Yes, Mr. Watts had called me and told me
24 that it was a staged accident ---

25 MR. BASS: EXCUSE ME JUST A

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1 SECOND. I'M GOING TO
2 OBJECT TO THE HEARSAY.
3 MR. HYLTON: THAT'S FINE.
4 Q: What did he tell you?
5 A: He just told me that Anthony had talked
6 to him on the telephone and told him
7 that he felt like that there was still
8 money owed to him; that he was getting
9 his money one way or the other.
10 Q: And when was that told to you?
11 A: I can't recall exactly. I'd have to
12 look back on the phone record what day
13 it was that he had called.
14 Q: Okay. And you contracted with Builders
15 FirstSource, correct? You were a
16 subcontractor ---
17 A: Yes.
18 Q: --- with Builders FirstSource? You
19 signed a subcontractor agreement; is
20 that correct?
21 A: Yes.
22 Q: And, again, you provided the insurance,
23 certificate of insurance to Builders
24 FirstSource, correct?
25 A: Yes.

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1 Q: And is it your understanding that your
2 policy lapsed a week before this
3 accident?

4 A: My understanding is yes.

5 Q: That's all the questions I have.

6 **RE-EXAMINATION**

7 BY MR. BASS:

8 Q: The conversation that you claim ---

9 MR. HYLTON: LISA.

10 MR. BASS: I'M SORRY, LISA.

11 MS. GLOVER: THAT'S ALL RIGHT. I
12 DON'T HAVE ANY
13 QUESTIONS.

14 MR. BASS: OKAY. THANK YOU.
15 SORRY ABOUT THAT.

16 Q: Mr. Clark, the conversation that you had
17 with Adam that you just spoke about ---

18 A: Yes.

19 Q: --- you said that you'd have to look at
20 the records?

21 A: I'd have to look and see; his number was
22 the 9-1-0 number. I'd have to look and
23 see what day it was on. I talked to him
24 several different times because he would
25 call every now and then.

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1 Q: Okay. Well why don't you find out?
2 It's kind of important that I know when
3 it was that you talked to Adam Watts and
4 when he supposedly told you what you
5 just testified to.
6 A: There's one time here I talked to him at
7 8:22, but it don't show the date on
8 this. I'd have to pull it back up on
9 the computer to see the day, but they is
10 one. There's two at 8:22. I mean
11 they's several times but I ain't exactly
12 -- it don't show the date on ---
13 Q: Yeah.
14 A: --- this copy here.
15 Q: Not much use if you don't have the dates
16 on it.
17 A: No, I mean if you look at the computer
18 it will tell you exactly what day.
19 Q: Well you don't have any idea. Was it
20 before Thanksgiving?
21 A: No, this was after the accident. This
22 was January, February, late January,
23 early February.
24 Q: Okay. Thank you. That's it. I don't
25 have any other questions.

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1 MR. HYLTON: AND I DON'T HAVE ANY
2 FOLLOW-UP. THAT'S IT.
3 MR. BASS: LISA?
4 MS. GLOVER: I DON'T HAVE ANYTHING.
5 MR. BASS: THANK YOU, MA'AM.
6 (The deposition concluded at 1:20 p.m.)
7
8
9
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18

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CERTIFICATE

I, Melissa M. Decker, Notary Public in and for the State of South Carolina, do hereby certify that there appeared before me the foregoing witness;

That said witness was sworn by me to state the truth, the whole truth and nothing but the truth;

That the testimony was recorded by me, by open tape and Stenomask, reduced to typewriting and proofed under my direct supervision and the foregoing consecutively numbered pages are a complete and accurate record of the testimony given at said time by said witness;

That the undersigned is neither of kin nor in anywise associated with any of the parties to said cause of action, nor any counsel thereto, and that I am not interested in the event(s) thereof.

IN WITNESS WHEREOF I have hereunto set my hand and seal this the 23rd day of April, 2013.

Melissa M. Decker
Court Reporter
Notary Public in and for
The State of South Carolina
My Commission Expires: 1-23-14

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Before the South Carolina
Workers' Compensation Commission
WCC File # 130083

Anthony S. Ransom,
Employee,
Claimant,

v.

Builders Firstchoice, Inc.,/Southeast Group.
Employer,
Liberty Mutual Insurance Company,
Carrier,
Defendants.

Deposition of: Anthony S. Ransom

Location: 1039 44th Avenue North

Myrtle Beach, South Carolina

Date: Thursday, April 18, 2013

Time: 10:03 a.m. -

Court Reporter: Roger R. Williamson

The deposition is taken pursuant to notice and/or
agreement, in the above-entitled cause pending in
the above-named court and pursuant to the
South Carolina rules of civil procedure.

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A P P E A R A N C E S

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South Carolina Uninsured Employers Fund
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Columbia, SC 29210

By Telephone: Lisa C. Glover, Esq.

For the John Clarke:

Pro Se

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(No exhibits were proffered.)

** uh-huh = affirmative
huh-uh = negative

S T I P U L A T I O N S

It is stipulated among counsel that this deposition is being taken pursuant to the South Carolina rules of civil procedure and that all objections except as to the form of the question are reserved until the time of trial.

It is also stipulated among counsel for the respective parties and the deponent that the deponent will waive the right to read and sign this transcript.

Thereupon,

Anthony S. Ransom,
having been first duly sworn by the court reporter, testified as follows:

E X A M I N A T I O N

BY MR. HYLTON:

Q All right. Mr. Ransom, my name is Brandon Hylton. I'm an attorney with Turner Padget, and I am representing Builders Firstsource (sic) and their insurance carrier Liberty Mutual in a Workers' Compensation claim you've brought.

MR. HYLTON: Before we get started, I just want to put on the record that John Clarke, d/b/a John Clarke Builders was provided notice of

Q&A Court Reporting

1 this deposition. Notice was sent to P.O. Box
2 1981, Myrtle Beach, South Carolina, 29588. Mr.
3 Clarke is not in attendance at this deposition,
4 but he was given notice.

5 BY MR. HYLTON:

6 Q Mr. Ransom --

7 MR. BASS: Excuse me, just a second.

8 MR. HYLTON: Yeah.

9 MR. BASS: I think we also need to put
10 on the record that Lisa Glover is present by
11 telephone and representing the
12 South Carolina Uninsured Employer's Fund.

13 MR. HYLTON: Absolutely. Thank you,
14 Alan, I appreciate that.

15 MR. BASS: Sure.

16 BY MR. HYLTON:

17 Q So I believe that -- all the parties
18 have had notice of this deposition as well.
19 Mr. Ransom, have you ever had your deposition
20 taken before?

21 A No.

22 Q Okay. First, just let me give you a
23 few rules of the deposition. First, I'm just here
24 to ask questions today. I'm not here to harass
25 you or trick you. Again, I'm just here to get

1 information. So what I'm going to be doing, is
2 just asking you a series of questions here today.
3 If at any time you don't understand the question
4 I'm asking you, please don't answer that question.
5 Instead ask me to rephrase or repeat the question
6 until you do understand what I'm asking you. And
7 again, the purpose is to get the correct
8 information.

9 If you do answer a question, I'm going to
10 assume two things. One, you've understood the
11 question that I've asked and two, that you've given
12 a correct answer. The gentleman here at the end of
13 the table is the court reporter. He's making a
14 written transcript of everything that we say here
15 today. So it's important -- important that we both
16 speak loud enough so that he can hear and this
17 equipment can pick us up. He can't take down nods
18 of the heads. And while normal in general
19 conversation uh-huh's and huh-uh's are hard to -- to
20 to read in that deposition and know exactly what you
21 mean. More than likely what happens today, if it
22 does, I'll just say, please say yes or no for the
23 court reporter. Again, that's not to harass you.
24 It's just to help the transcript come out a little
25 clearer.

Q&A Court Reporting

1 A Okay.

2 Q I'm not on any type of endurance
3 contest here today. I don't expect us to be here
4 45 minutes to an hour. During that time, if you
5 want to take a break, feel free to ask me, and
6 we'll be more than happy to take a break. If
7 you're more comfortable standing or any way,
8 please feel free to stand. Again, like I said, we
9 want you to be comfortable here today. This isn't
10 any type of test to put your through to see what
11 you can do and what you can't. But like I said,
12 it's just an information gathering exercise here.
13 If you can wait until I finish my question before
14 you start your answer, I won't ask you another
15 question before you finish your answer. Again,
16 that just helps the -- the deposition transcript
17 to come out clearer.

18 A Okay.

19 Q Mr. Ransom, have you understood all the
20 instructions given here today?

21 A Yes.

22 Q All right. Are you under any drugs or
23 alcohol that would prevent you from understanding
24 and answering questions here today?

25 A No.

1 Q All right. Mr. Ransom, what's your
2 full name?

3 A Anthony Shannon Ransom.

4 Q Mr. Ransom, how old are you?

5 A I will be 40 -- I'm 39 years old.

6 Q Okay. And what's your date of birth?

7 A .

8 Q And your Social Security Number.

9 A ..

10 Q And what's your present address?

11 A

12 Makina.

13 Q Oh, I'm sorry, what?

14 A Makina -- M-A-K-I-N-A, North Carolina,
15 28455.

16 Q All right. What's your home telephone
17 number?

18 A ..

19 Q Do you have a cellphone?

20 A Yes.

21 Q What's that number?

22 A ..

23 Q All right. How long have you lived in
24 Makina?

25 A All told 30 years.

Q&A Court Reporting

1 Q Okay. In your adult life, have you
2 lived anywhere else other than Makina?

3 A Yes, sir.

4 Q Where else?

5 A Atlanta, Georgia.

6 Q When did you live in Atlanta? I don't
7 need the exact date.

8 A It was the -- it was the late '80s.

9 Q Okay. And how long did you live there
10 for around approximately?

11 A Three or four years.

12 Q Okay. Anywhere else other than
13 Atlanta?

14 A I lived in Raleigh, North Carolina, for
15 about two years in the early '90s.

16 Q Okay. So how long, right now, of -- of
17 a stretch have you lived in Makina? For the past
18 10, 20 years?

19 A The last -- this last stretch has been
20 since 2006, so...

21 Q Okay. So prior to 2006, where -- where
22 were you living?

23 A Prior to 2006, I was in -- I was in
24 custody in the State of South Carolina.

25 Q Okay.

1 A S.C.D.C.

2 Q Okay. All right. Are you currently
3 married?

4 A No.

5 Q Have you ever been married?

6 A Yes.

7 Q What was your -- is it an ex-wife or
8 whatever?

9 A Ex-wife.

10 Q Okay. What's your ex-wife's name?

11 A Michelle.

12 Q How long have y'all been divorced?

13 A 1996.

14 Q All right. Do you have any children?

15 A Yes.

16 Q What are their names and ages?

17 A Ransom.

18 Q How old is he?

19 A Two.

20 Q Any other children?

21 A That's it.

22 Q Okay. Does live with you?

23 A Yes.

24 Q Who else lives with you?

25 A My fiancé.

Q&A Court Reporting

1 Q What's her name?

2 A Heather Cooper.

3 Q Where does Heather work?

4 A For Novant -- I'm trying to remember.
5 It's the Brunswick County Hospital in supply. But
6 it's no longer the County Hospital. It's owned by
7 Novant now.

8 Q Okay. Is she a --

9 A So they have --

10 Q -- nurse?

11 A -- changed. No, she's a receptionist.

12 Q Okay. Does anyone depend on you for
13 support other than your fi--- fiancé and your
14 two-year-old --

15 A No.

16 Q -- son? How far did you go in school?

17 A I got my G.E.D. in 1990, and then I
18 took probably, all told, three certificate classes
19 with -- one with James Sprunt Community College.
20 One with -- and two with Southeastern Community
21 College.

22 Q And what were those certificates in?

23 A One of them -- two of them were E.M.S.
24 related and one was for welding.

25 Q All right. Other than the E.M.S.

1 training and the welding, any other type of
2 education or vocational training?

3 A No.

4 Q Ever served in the military?

5 A No.

6 Q Are you able to read and write and
7 perform math without any problems?

8 A Yes.

9 Q Do you have a commercial driver's
10 license?

11 A No.

12 Q Have a South Carolina driver's license?

13 A No.

14 Q Okay. How did you get here today?

15 A My fiancé brought me.

16 Q How long have you been without a
17 South Carolina driver's license?

18 A I've never had a South Carolina
19 driver's license.

20 Q Do you have a North Carolina driver's
21 license?

22 A Yes.

23 Q I'm sorry, I was asking a bad question
24 there. Do you -- and what type of car do you
25 drive?

1 A I drive a small pickup -- a S10 '91 --
2 '92 S10 pickup truck.

3 Q Okay. And I take it your
4 North Carolina license is in good standing?

5 A Yes.

6 Q Okay. All right. Have you ever been
7 arrested, convicted or pled guilty to any crimes
8 or offenses?

9 MR. BASS: Object to --

10 THE DEPONENT: Just to --

11 MR. BASS: Excuse me, to the form of
12 the question.

13 BY MR. HYLTON:

14 Q Okay. You can answer.

15 MR. BASS: Go ahead and answer.

16 THE DEPONENT: Yes.

17 BY MR. HYLTON:

18 Q Okay. What are the -- what's the first
19 time or when was the first time you were arrested?
20 I don't need exact dates.

21 A Sometime in my late teens, 17, 18. So
22 I'm guessing somewhere around 1990, 1991.

23 Q Okay. What were you arrested for?

24 A I think that was -- I'm not exactly
25 sure what my first arrest was for.

1 Q Were you convicted of that offense, and
2 did you serve time for it?

3 A I was placed on probation for it.

4 Q But you don't remember what you were
5 arrested for?

6 A I'm not exactly -- I -- I think that it
7 was a -- I -- no, that's not it. I'm not sure.

8 Q Okay.

9 A I'm just not -- I'm just not sure.
10 It's been --

11 Q When was the next time you were
12 arrested?

13 A I -- I've had -- I had some -- I had
14 a -- a -- a stream right during my late teens. So
15 that was, all told, probably -- probably
16 2000, 2001.

17 Q Okay. What were you arrested for in
18 2000/2001?

19 A Assault and battery high and aggravated
20 nature.

21 Q Were you convicted?

22 A Yes.

23 Q Did you serve any time for that?

24 A Yes.

25 Q How long did you serve in prison?

1 A Six years.

2 Q During that six years, did you take any
3 classes while in prison?

4 A Yes.

5 Q What classes did you take in prison?

6 A I had to take a mandatory anger
7 management.

8 Q Did you take any vocational classes
9 while --

10 A No, sir.

11 Q -- in prison? Any educational classes?

12 A No, sir.

13 Q Okay. So you were released around
14 2006?

15 A Yes, sir.

16 Q Okay. After being released, any
17 further arrests?

18 A No.

19 Q Okay. Hadn't been arrested since 2006?

20 A Yes, I have.

21 Q Okay.

22 A Yes, I have.

23 Q When was that?

24 A Last year.

25 Q And what was that for?

1 A Driving with license revoked.

2 Q Why was your license revoked?

3 A I did not get a ticket paid in a timely
4 fashion.

5 Q Okay. Were you convicted of the
6 offense of driving without revo--- or driving with
7 a revoked license?

8 A Yes.

9 Q Okay. And you just have to pay a fine
10 for that?

11 A Paid a fine and I got a two years
12 unsupervised probation.

13 Q Okay. So you're under probation right
14 now?

15 A Yes, unsupervised probation.

16 Q Okay. All right. Are you under
17 investigation for any crimes or offenses at this
18 time?

19 A No, sir.

20 MR. BASS: Objection to the form of the
21 question.

22 BY MR. HYLTON:

23 Q And that was again a no?

24 A Yes, sir.

25 Q Okay. All right. Next I want to go

1 through your employment history. And, basically,
2 I'm trying to get a feel of what you've done in
3 the past. So what was the first place that you
4 remember doing a full-time job at after school?

5 A My first full-time job after --

6 Q Leaving school.

7 A -- leaving school would have been
8 framing, construction.

9 Q All right. And how long did you do
10 framing and construction for?

11 A Probably somewhere in the vicinity of
12 four years -- three or four years.

13 Q Okay. And where did you go to work
14 after that?

15 A I worked for a nursery in
16 Raleigh, North Carolina.

17 Q What did you do at the nursery?

18 A Labor.

19 Q Okay. And how long did you work at --
20 at the nursery?

21 A A couple of years.

22 Q Okay. After that where did you go to?

23 A I'm not really sure about the time line
24 as to what I did next. I did some restaurant work
25 in South Carolina. I'm not sure if that was

1 immediately after the nursery or not.

2 Q That's fine. And again, like I say,
3 I'm just trying to get a feel for what you've
4 done. So in the restaurant business, what did you
5 do?

6 A Labor, just cleaning up.

7 Q Okay. So we've got framing, nursery,
8 the restaurant. What other type of work have you
9 done?

10 A I worked on a commercial construction
11 for three years -- shut downs.

12 Q Okay.

13 A That was welding. And then back to
14 framing after that. That's what I've -- you know,
15 during that -- after that six year period that I
16 was incarcerated, framing is what I came back to.

17 Q Okay. So you've done framing
18 construction, worked in a nursery and laborer.
19 You worked at a restaurant where you were doing
20 laborer and cleaning. You've done a commercial
21 shutdown of welding, and then you've been back to
22 framing ever since getting out of prison. Any
23 other type of work that you've done?

24 A No, sir.

25 Q Okay. When did you go to work with

1 John Clarke Builders? Again, that was -- your
2 last employer was John Clarke?

3 A Yes, sir. It was.

4 Q When did you first go to work with
5 John Clarke?

6 A It was July of last year.

7 Q Okay. And what was your job with
8 John Clarke?

9 A Just carpenter.

10 Q Okay. And what type of stuff were
11 you -- were you framing? What were you doing?

12 A Yeah, we were framing -- framed
13 houses -- stand trusses. Basic framing carpentry,
14 you know.

15 Q Okay. Any roofing work involved?

16 A Yes. Not actual shingle roofing.
17 Getting the roof to the stage that -- of a shingle
18 crew would come in.

19 Q Okay. And how many days a week would
20 you work for John Clarke?

21 A Five days every week and most weeks at
22 six.

23 Q Were you paid by check or cash?

24 A Cash.

25 Q Did you keep a record of how much you

1 were paid?

2 A Yes.

3 Q Okay. And how much were you paid a
4 week, or were you paid by the hour?

5 A It varied. It varied because I was a
6 hourly wage -- 14 dollars an hour.

7 Q Okay. And on average, how many hours a
8 week would you work?

9 A It really just depended on the weather.
10 Average, probably somewhere around 50.

11 MR. BASS: Is that a question or an
12 answer?

13 THE DEPONENT: Sir?

14 MR. BASS: Fifty?

15 THE DEPONENT: Fifty would be average.

16 BY MR. HYLTON:

17 Q All right. Were there some weeks you
18 didn't work at all?

19 A I'm not exactly sure how -- how I --
20 I -- do you mean that we didn't work at all during
21 that week or...

22 Q Yes.

23 A Just once.

24 Q Was there a time between projects where
25 you would have to wait for another project to

1 start?

2 A That was the one time.

3 Q Were you paid for that week or not?

4 A No.

5 Q On average, how much would you make a
6 week? How much would you...

7 A I'm not sure. I would have to look at
8 a -- I would have to go back and look at it to be
9 comfortable with saying what my average was. I --
10 I -- I have no earthly idea.

11 Q When you worked 50, would he pay you
12 overtime or still you just got the straight
13 14 dollars an hour?

14 A Just straight.

15 Q Okay. And did you report any of your
16 earned income on your tax returns?

17 A I reported all my income for 2012 on my
18 income taxes.

19 Q Did you get a 1099?

20 A I've not received anything from
21 Mr. Clarke since November the 18th.

22 Q Okay. And how did you report it on
23 your taxes?

24 A As income from John Clarke Builders.

25 Q While you were working with

1 John Clarke, did you work anywhere else?

2 A No.

3 Q You have any in--- income from any
4 other source other than John Clarke?

5 A No.

6 Q Okay. And to be clear, you've never
7 worked for Builders Firstsource directly? You've
8 never been employed by Builders Firstsource?

9 A No.

10 Q All right. Next I want to go through
11 your medical history. And I'm not talking about
12 the injury that we're on in this accident. I'm
13 talking about any prior injuries that you are --
14 conditions that you've ever had.

15 A Give me just a second.

16 Q Yeah.

17 A I have to move.

18 Q You want me to continue while you're
19 standing?

20 A Yeah.

21 Q Okay. All right. Have you ever been
22 in a hospital prior to November 18th of 2012?

23 A Yes, sir.

24 Q Okay. And when was that? Again, I
25 don't need the exact date.

1 A You know, I had the accident. I had
2 gone to the emergency room before with cuts and
3 bruises, you know, cuts and sprains and stuff like
4 that since being a teenager. I -- there's no way
5 I'm going to be able to remember every...

6 Q Okay. Well, tell me what E.R. do you
7 go to when you go -- when you have an injury.

8 A Brunswick County.

9 Q Okay. Have you been to any other
10 E.R.'s other than Brunswick County prior to
11 November 18th, 2012?

12 A I'm sure of --

13 Q Since you were an adult.

14 A Yeah, I'm sure I've gone to
15 Columbus County before.

16 Q Have you ever gone to an E.R. that
17 required follow-up medical care?

18 A I -- you going to have to be a little
19 clearer on that because --

20 Q Okay.

21 A -- I -- I'm not sure what you mean by
22 follow-up care.

23 Q Have you ever been treated by an
24 orthopedist?

25 A No.

1 Q Okay. Have you ever been treated by a
2 neurologist?

3 A No.

4 Q Ever been treated by a neurosurgeon?

5 A No.

6 Q Okay.

7 A Oh, boy.

8 Q Have you ever had an M.R.I. taken
9 before?

10 A I'm not sure. I don't think so. I
11 don't -- I don't know what all those tests are.
12 So I -- I'm not sure.

13 Q Okay. Who's your family doctor?

14 A I don't have a all-the-time doctor.
15 I've -- I've not had insurance or need for one or
16 anything like that.

17 Q Okay. Do you go to Doctor's Care or
18 anything of that nature?

19 A No, when I was younger, I --

20 Q I'm just talking about since you're an
21 adult, so...

22 A Oh, okay. All right.

23 Q All right. Have you ever been in an --
24 an automobile accident or a vehicle accident?

25 A No.

1 Q Have you ever had to stay overnight in
2 the hospital?

3 A When I was a teenager. Not since I've
4 been an adult.

5 Q Okay. Prior to November 18th, 2012,
6 were you on any prescription medication?

7 A No, sir.

8 Q Prior to November 18th, 2012, have you
9 ever been treated or had problems with depression
10 or anxiety?

11 A No, sir.

12 Q All right. Have you ever treated or
13 had a problem with alcohol abuse?

14 A No, sir.

15 Q Ever treated or had a problem with drug
16 abuse?

17 A No, sir.

18 Q Have you ever filed a Workers'
19 Compensation claim before?

20 A No, sir.

21 Q All right. Have you ever sought
22 treatment for your back before?

23 A No, sir.

24 Q You ever treated with a chiropractor
25 before?

1 A No, sir.

2 Q All right. Tell me what happened on
3 November 18th, 2012.

4 A From --

5 Q Okay. Tell me what happened that
6 morning when you woke up, what happened?

7 A I woke up. I ate. I left the house.
8 I went to the job site that we were working at.
9 John had left in -- had given us instructions that
10 we were to put a tarp on the roof because it was
11 going to rain that Sunday. And I put on a safety
12 harness, tied into the safety line that was at the
13 peak of the house. Went up the house to spread
14 the tarp out. In the process of shaking the tarp
15 out, the wind caught it and spun me, and I fell in
16 between two trusses down through the center of the
17 house.

18 Q Okay. Did you talk with John Clarke
19 that morning?

20 A That Sunday morning?

21 Q Yeah.

22 A No.

23 Q When did he give you those
24 instructions?

25 A Saturday afternoon before we left the

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1 job.

2 Q Okay. Why did y'all not put it up
3 Saturday afternoon?

4 A Because it was dark.

5 Q Okay. And was it raining when you go
6 to --

7 A And --

8 Q -- the job site?

9 A -- the -- it was dark and there and we
10 didn't have the tarp.

11 Q Okay.

12 A Because is it -- I left the job site
13 Saturday afternoon, came to his house and got the
14 tarp.

15 Q You got it Saturday afternoon, you got
16 the tarp?

17 A Saturday night.

18 Q Okay. What time was it when you got
19 the tarp?

20 A I have no earthly idea. I mean it's --
21 it was dark, and it was after work, and it was
22 dark when we left the job site.

23 Q Okay. When you woke up the next
24 morning, was it already raining?

25 A It was not raining when I got to the

1 job.

2 Q And what time did you get to the job?

3 A Seven-thirty thereabouts. I'm not sure
4 exactly what time that was.

5 Q Okay. Was there anyone else there that
6 day?

7 A There were people that showed up to
8 work after -- at 8:00 which was our normal start
9 time.

10 Q Okay. Who showed up at 8:00?

11 A John Groccia and James Bray.

12 Q Okay. So you got there at 7:30.

13 And --

14 A Somewhere thereabouts. I'm -- I'm not
15 sure that it was exactly 7:30, but I know it was
16 before -- it was before 8:00 because that was part
17 of my job was to be there before everybody else
18 was there. And to know when everybody else came
19 in.

20 Q Okay. So 7--- around 7:30, you got up
21 there. How long after you were there did -- did
22 your fall occur?

23 A Probably -- I mean, to give you an
24 exact, I'm -- I'm --

25 Q Well, was it 10 minutes, 20 minutes?

1 A Probably -- probably somewhere between
2 twe--- 10 and 20 minutes.

3 Q Okay. All right. And it fell and you
4 had your safety harness on? Is that correct?

5 A Yes.

6 Q Had you consumed any alcohol or drugs
7 that morning?

8 A No.

9 Q Did you drink or consume any drugs that
10 prior evening?

11 A No.

12 Q All right. So when you fell, did you
13 hit anything when you fell?

14 A Hit?

15 Q On the way down when you fell?

16 A What hit stuff inside the house?

17 Q Yeah -- yeah, I mean, when you fell,
18 you said you were --

19 A Well, I hit -- and hit me. I mean,
20 I -- I don't -- I don't understand what you're
21 asking me there.

22 Q Okay. You're on the roof. You have
23 the tarp. The wind catches it. I assume you fall
24 after that.

25 A Yeah.

1 Q What happens when you fall?

2 A I fell straight back, butt first
3 through the roof. The lanyard pulled tight, and I
4 hit -- I just pin balled back and forth in between
5 the trusses.

6 Q Okay. Did you hit anything when you
7 were pin balling back and forth between the
8 trusses?

9 A I hit my head. I hit my left -- well,
10 my left leg hung and pulled out and away. I hit
11 my right knee and hit my right shoulder.

12 Q Okay. So you went through with your
13 butt. You said you had your -- hit your head, hit
14 your left leg, your left shoulder, and your right
15 knee.

16 A Uh-huh.

17 Q Is that correct?

18 A Uh-huh.

19 Q Okay. Is that a --

20 A Yes, sir.

21 Q Any other body parts that you hit that
22 day?

23 A I mean I scraped my face up pretty
24 good.

25 Q Okay. So you -- between your head,

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1 your left leg, your left shoulder, your right knee
2 and scraping your shoulder, any other injuries you
3 suffered -- left --

4 A I scraped my face.

5 Q Scraped your face. Any other injuries
6 other than that we just mentioned?

7 A No, sir.

8 Q All right. Did you lose consciousness,
9 though?

10 A Yes, sir.

11 Q Okay. How long were you -- did you
12 lose consciousness for?

13 A I have no earthly idea.

14 Q Okay. All right. Who got you out of
15 your harness?

16 A Horry County E.M.S.

17 Q You know how long you were hanging
18 before that you came -- they came and got out?

19 A I don't know how long it took. I don't
20 know how long it took them to do everything that
21 they had to do to get me out.

22 Q All right. Now, after the accident,
23 you treated -- or were taken to Grand Strand
24 Regional Medical Center. Is that correct?

25 A Yes, sir.

1 Q Okay. What type of treatment did they
2 provide you?

3 A They tested me and, I mean, I -- I
4 don't know what their -- I know I had some x-rays.
5 Other than that, I couldn't really tell you what
6 else they did.

7 Q All right. Did you have to spend the
8 night in the hospital?

9 A No, sir.

10 Q Okay. Did you have any follow-up care
11 from any doctors after Grand Strand Regional
12 Medical Center?

13 A No, sir.

14 Q Okay. So you've not had any medical
15 treatment since November 18th, 2012?

16 A Not been able to afford it.

17 Q All right. Tell me what currently
18 bothers you that you relate back to the work
19 accident.

20 A I have -- still have pain in my left
21 leg.

22 Q Okay. What other body parts other than
23 your left leg?

24 A My right shoulder still hurts, and I've
25 noticed that I have a higher frequency of

1 headaches now than I have ever had in my life.

2 I've never been prone to a headache before.

3 Q Okay. So you got your left leg, your
4 right shoulder and headaches. Any other problems
5 other than your left leg, your right shoulder and
6 headaches?

7 A My lower back is -- I -- I -- the --
8 the --

9 Q We'll go through it. I'm just trying
10 to get the body parts down right now.

11 A Yes, sir.

12 Q Your left leg, your right shoulder,
13 headaches and lower back.

14 A Yes, sir.

15 Q Anything else?

16 A No, sir.

17 Q No other problems other than those just
18 mentioned?

19 A No, sir.

20 Q Okay. With your left leg, is it a
21 constant pain, or does it come and go?

22 A It's constant, but it gets -- it --

23 Q Varies in intensity.

24 A -- it varies in intensity.

25 Q Okay. On a scale of one to 10, with 10

1 being the most extreme pain that I need to go to
2 the emergency room right now type of pain, where
3 do you place it on that scale?

4 A It depends on what day you catch me.

5 Q Okay. What's the highest it goes up
6 to?

7 A Probably seven or eight.

8 Q Okay. And what's the lowest it's been?

9 A It's never below a four.

10 Q Okay. Are you taking any medication
11 for your left leg?

12 A No, sir.

13 Q Your right shoulder, is it a constant
14 pain or does it come and go?

15 A It's constant.

16 Q The same pain level, where do you place
17 it as highest?

18 A Probably seven.

19 Q The lowest?

20 A A four.

21 Q Okay. Are you right-handed or
22 left-handed?

23 A Right.

24 Q Any problems lifting your shou--- your
25 arm above your head?

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1 A Yes.

2 Q How high can you lift your right
3 shoulder?

4 A Probably --

5 Q Or your right arm.

6 A I can -- I can lift my arm over my
7 head, but not for any extended -- not for, you
8 know...

9 Q Okay. How much weight can you lift
10 with your right arm?

11 A I have no earthly idea. I've not tried
12 to lift anything heavy enough to know what I could
13 do with it, what I couldn't do with it.

14 Q What would be the heaviest thing you've
15 lifted with your right arm since the accident?

16 A My son.

17 Q Okay. And how much does he weigh?

18 A Thirty pounds.

19 Q Okay. Now, you said about your
20 headaches, how often do you have headaches?

21 A Right now I'm having -- having them
22 three or four times a week.

23 Q And how long do they last when they
24 come on?

25 A I -- they can last anywhere from a

1 hour, hour and a half to all night.

2 Q Are they more common in the morning or
3 the afternoon or night?

4 A Midday.

5 Q When a headache comes on, what do you
6 do?

7 A Take some Ibuprofen and hope that it'll
8 ease off.

9 Q Okay. Okay. And you said your low
10 back, what type of problems are you having with
11 your low back?

12 A Oh, it's just a like sitting here for
13 a -- more than, you know, just a little while,
14 it'll -- it'll start to tense, and then that makes
15 my leg feel worse.

16 Q Your left leg?

17 A Yes.

18 Q Okay. So if you're standing in normal
19 time, do you have any pain in your back?

20 A If I stand -- if I have to stand in one
21 spot for an extended period of time, it -- it --
22 you know, it'll hurt -- it'll stand -- if I stand
23 normal and turn the wrong way, it hurts. You
24 know, if I lead off with my left leg, it hurts.

25 Q Okay. How long can you stand in one

1 place until you need to --

2 A I --

3 Q -- sit down?

4 A I have no idea. I haven't tried to
5 gauge it.

6 Q How long can you sit until you need to
7 stand up?

8 A I hadn't tried to put a number on it.

9 Q Any problems walking?

10 A If I lead off with -- like I said, when
11 I step with my left leg, every time my left foot
12 hits the ground, that leg hurts. Every time I
13 bend that knee, it hurts.

14 Q Are you able to do your household
15 chores, and we'll go through them. Are you able
16 to sweep?

17 A No.

18 Q The floor?

19 A I -- I probably could.

20 Q Okay. Mopping.

21 A No.

22 Q Can you carry groceries?

23 A Yes.

24 Q Can you do your yard work of --

25 A No.

1 Q -- cutting grass?

2 A No, I can't ride a riding lawnmower or
3 a push mower.

4 Q Okay. So you haven't -- do you have a
5 riding lawnmower?

6 A I don't own one, no.

7 Q Okay. Who does your yard work?

8 A I -- I had been doing my yard work all
9 my life, but now a family friend is taking care of
10 it for me.

11 Q Okay. So you haven't tried to cut the
12 grass since November 18th, 2012?

13 A No, sir.

14 Q Okay. Are you still able to drive?

15 A Short trips.

16 Q Have you been on any trips since
17 November 18th, 2012?

18 A No, sir.

19 Q How far is it from your home to
20 Myrtle Beach?

21 A Thirty -- somewhere in the vicinity of
22 30--- 32, 33 miles.

23 Q Is that the furthest you've been since
24 your accident?

25 A Yes, sir.

1 Q And is your car automatic or manual?

2 A Automatic.

3 Q Okay. Your truck -- your S10's an
4 automatic truck?

5 A (No verbal response.)

6 Q That's a yes?

7 A Yes, sir.

8 Q Okay. What are some of your hobbies?

9 A Fishing, ball games. I like to go and
10 watch the ball game. And that's -- I hunt a
11 little bit.

12 Q Have you been hunting since your
13 accident?

14 A No.

15 Q Have you been fishing since your
16 accident?

17 A No.

18 Q Do you own a boat?

19 A No.

20 Q Okay. What have you been doing in your
21 spare time since the accident?

22 A Just spend free time at home.

23 Q Do you currently have any appointments
24 with any medical doctors?

25 A No, sir.

1 Q Currently have any appointments with
2 any chiropractors or any other medical providers?

3 A No, sir.

4 Q Have you had any injury -- injuries,
5 illnesses or accidents since November 18th, 2012?

6 A No, sir.

7 Q Since November 18th, 2012, have you
8 worked anywhere?

9 A No, sir.

10 Q Have you looked for work?

11 A No, sir.

12 Q How are you currently supporting
13 yourself?

14 A My wi--- my fiancé is bearing the brunt
15 of that.

16 Q Okay. What type of work do you think
17 you can do at this time?

18 A I -- I have no earthly idea. I -- I --
19 the only thing I've ever done is construction. So
20 I've -- I've -- don't know what, if anything, that
21 there would be out there that I could do.

22 Q Have you ever filed for unemployment
23 benefits since November 18th, 2012?

24 A No, not since.

25 Q Filed for Society Security Disability?

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1 A No.

2 Q You applied for or are you receiving
3 Medicare?

4 A No.

5 Q Do you have any expectation to be on
6 Medicare within the next 30 months?

7 A No.

8 Q Do you know Adam Watts?

9 A Yes.

10 Q How do you know Adam Watts?

11 A He's an acquaintance.

12 Q Do y'all consider you -- consider him a
13 friend?

14 A I -- no, an acquaintance, I -- I
15 mean...

16 Q Do y'all do stuff together?

17 A We have in the past.

18 Q Okay. Did you discuss your accident
19 with Adam at all?

20 A Yes.

21 Q What have you told him about your
22 accident?

23 A We didn't -- I -- the conversation
24 that -- between me and Adam about my accident was
25 more pertaining to how you feel, how did I feel,

1 you know, things of that nature.

2 Q Y'all didn't talk about how the
3 accident happened at all?

4 A I -- we might have a day or two after
5 it happened, but since then, it's been more about
6 how did I feel or...

7 Q Where does Adam work?

8 A I have no idea.

9 Q I want to show you page 29 of your
10 attorney's A.P.A. submissions. What is that?

11 A That is my work schedule to where I --
12 what I work and -- for John Clarke.

13 Q Okay. And how did you develop this
14 record?

15 A At the end of each week, we would take
16 our -- I would take my time and the amount of
17 hours that I had worked that John kept track of
18 and wrote it down and...

19 Q So do you have the original of your
20 handwriting?

21 A I have the book that's -- I have a book
22 that has got my handwriting and his handwriting.

23 Q Okay. Where is that book right now?

24 A Makina.

25 Q What?

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1 A Makina. Makina, at my home.

2 Q Okay. So you can produce that to your
3 attorney?

4 A Yes, I can.

5 Q Okay. Okay. You have overtime pay
6 here. You weren't paid overtime though, correct?

7 A We were paid everything over --
8 everything over 40 -- everything up to 40 hours
9 was our regular pay. And then everything after
10 that was time and a half just like a normal
11 regular job.

12 Q You just told me earlier you were paid
13 14 hours straight time.

14 A For our straight time, we were paid
15 14 hours -- 14 dollars an hour. Or I was paid
16 14 dollars an hour for my straight time.

17 Q Okay.

18 A Which ends at 40 hours a week.

19 Q Okay.

20 MR. HYLTON: All right, sir. I think
21 that's all the questions I have. Lisa, if you
22 want to ask questions, please feel free.

23 MS. GLOVER: Okay.

24 E X A M I N A T I O N

25 BY MS. GLOVER:

1 Q Mr. Ransom, my name is Lisa Glover, and
2 I'm with the South Carolina Uninsured Employer's
3 Fund. And a few quick questions. You -- you said
4 you got to the job site about 7:30 a.m. that
5 morning?

6 A Yes, ma'am.

7 Q And what time did you say John Groccia
8 showed up?

9 A I'm not exactly sure what time. I know
10 that it was before 8:00.

11 Q Okay. And what about James, did
12 James Bray?

13 A Yes, ma'am. They would have showed up
14 around -- around the same time.

15 Q Okay. So before 8 a.m. Okay. And
16 were you already on the roof when they got there?

17 A I had already fallen.

18 Q Okay. So as soon as you got to the job
19 site, you went straight to the roof?

20 A Within a -- a few minutes. Yes, ma'am.

21 Q Okay. Okay. And do you know if -- I
22 guess they saw you? I guess if you had already
23 fallen, you were hanging in between the trusses.
24 Did they see you or -- or how do you know that
25 they showed up at the job site?

1 MR. BASS: Excuse me just a second.

2 Let me --

3 MS. GLOVER: Okay.

4 MR. BASS: -- let me object to the
5 compound question.

6 MS. GLOVER: I'm sorry. I'll -- I'll
7 rephrase.

8 BY MS. GLOVER:

9 Q How do you know that John Groccia and
10 James Bray showed up at the job site before
11 8 a.m.?

12 A They were the people that I saw when I
13 woke up. I -- I don't -- I mean, to answer your
14 question honestly, I made an assumption that they
15 showed up on time and found me.

16 Q Okay. Did you see them before you
17 fell?

18 A No, ma'am.

19 Q Okay. And you said that you lost
20 consciousness, correct?

21 A Yes, ma'am.

22 Q Okay. And I think you also said you --
23 you don't re--- recall how long you were
24 unconscious?

25 A No, ma'am.

1 Q Okay. Okay. And you also -- let's
2 see -- were examined by a Dr. Thomas Chambers.

3 A Yes, ma'am.

4 Q Okay. And that was -- you were sent
5 there by Mr. Bass?

6 A Yes, ma'am.

7 Q Okay. Did Dr. Chambers examine you?

8 A Yes, ma'am.

9 Q Okay. Did he -- do you have any
10 follow-up appointments with Dr. Chambers?

11 A No, ma'am.

12 Q And did Dr. Chambers prescribe you any
13 sort of medication?

14 A No, ma'am.

15 Q Are you taking any medication right
16 now?

17 A No, ma'am.

18 Q Okay. Okay. You -- you've indicated
19 that your pain level is between a four to seven
20 with your left leg and I believe your right
21 shoulder. Are you taking any sort of medication
22 over the counter?

23 A Yes, ma'am.

24 Q Okay. What are you taking over the
25 counter?

1 A Advil, Aleve, things of that nature.

2 Q And how often do you take that?

3 A Every day.

4 Q Okay. And you -- you, basically, are
5 homebound?

6 A Yes, ma'am.

7 Q Okay. And do you -- do you -- and I
8 think Brandon asked you, do -- do you do any
9 chores around the house?

10 A Light housework.

11 Q You do light housework? Okay.

12 MS. GLOVER: Okay. Okay. I don't
13 think I have any other questions.

14 E X A M I N A T I O N

15 BY MR. BASS:

16 Q All right. I've got a bunch.
17 Homebound, really? Do you know what home -- do
18 you know what she meant by the phrase homebound?
19 Do you know what she meant by that?

20 A I -- I'm assuming not working and
21 nowhere to be out. I -- I'm -- I mean...

22 Q Well, let me ask you this. I would
23 suggest to you that most people would view the
24 term homebound as meaning that you are physically
25 incapable of leaving the interior of your home.

1 A No, sir. That's not -- I'm...
2 Q You're here today.
3 A Yes, sir.
4 Q You can get out of your house.
5 A Yes, sir.
6 Q You don't have --
7 A I --
8 Q -- any reasons to get out of your
9 house?
10 A Yes, sir.
11 Q You can't work?
12 A Right.
13 Q Are you physically capable, knowing
14 what you know about your physical condition, of
15 performing any of the jobs that you've ever held
16 down in the past?
17 A No, sir.
18 Q All right. You say you have a fiancé
19 but no wife.
20 A Yes, sir.
21 Q Have you and your fiancé ever held
22 yourself out as man and wife? Have you ever
23 introduced her as your wife?
24 A Yes, sir.
25 Q Okay. You might want to check with the

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1 laws of North Carolina to see whether or not you
2 are, in fact, married.

3 A Okay.

4 Q But you've not been through any civil
5 or religious ceremony where the two of you got
6 married?

7 A No, sir.

8 Q Fair enough. You were asked whether or
9 not you can read and write and perform basic --
10 basic math without any problems. What did
11 Mr. Hylton mean by the phrase basic math? What
12 did he mean by that?

13 A High school level math. I don't know
14 what he meant because I didn't ask him.

15 Q Okay. And what's the last grade of
16 school you finished in school?

17 A Eleventh grade.

18 Q Okay. And so you don't really know
19 what kind of -- can you do trigonometry?

20 A No, sir.

21 Q Can you do calculus?

22 A No, sir.

23 Q Okay. So do you know for sure whether
24 you can do the kind of basic math he had in mind?

25 A No, sir.

1 Q Okay. You can do some math?

2 A Yes, sir.

3 Q Okay. Now, he also asked if you could
4 read and write. Can you read anything that's put
5 in front of you and know what every single word
6 means?

7 A No, sir.

8 Q Can you spell everything correctly?

9 A No, sir.

10 Q Okay. So you can read and write some?

11 A Yes, sir.

12 Q Fair enough. Let's talk about your --
13 the time you got to work. You -- you arrived at
14 that house. Do you know for sure, five months
15 ago, what time you got to that house on, what was
16 it, November 18th? Do you know for sure?

17 A The exact time and for sure. No, sir.

18 Q Seven-thirty was a guess then, wasn't
19 it?

20 A Yes, sir.

21 Q Okay. And when you say that the other
22 two fellows that were mentioned showed up before
23 8:00, that too was a guess, wasn't it? You don't
24 know --

25 A Yes, sir.

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1 Q -- for sure what time they got there.

2 A Yes, sir.

3 Q Okay. The reason I ask -- and -- and
4 well, let me ask you this. Do you know how long
5 you -- you hanged there after you lost
6 consciousness?

7 A No, sir.

8 Q Do you know how long it took you to,
9 once you were discovered, to get down and to get
10 to the emergency room?

11 A No, sir.

12 Q The reason I ask is because the
13 emergency room records reflect that you got there
14 at 10:54 in the morning on November 18th, 2012.
15 That's almost 11:00.

16 A Yes, sir.

17 Q Okay. And how did you get to
18 Grand Strand Regional Medical Center on that day?

19 A I was transported by ambulance.

20 Q By ambulance.

21 A Yes, sir.

22 Q Do you know who called the ambulance?

23 A I -- no, sir.

24 Q Okay. I don't want you guessing. I
25 want to know what you know. If you don't know,

1 then that's what I want you to tell me, fair?

2 A Got you.

3 Q Okay. So don't know what time you got
4 there, correct?

5 A Yes, sir.

6 Q Don't know what time the other two guys
7 got there.

8 A Yeah.

9 Q Correct? Now, you were asked whether
10 or not you'd ever been arrested, pled guilty to or
11 convicted of crimes. Now, that just kind of
12 melted into nothing. So I want to make sure that
13 we -- that you tell us everything that you can
14 remember as far as your criminal record is
15 concerned --

16 A Okay.

17 Q -- okay? Now, at some point, you
18 were -- at some point, you got in a fight.

19 A Yes, sir.

20 Q When was that? What year was that?

21 A Ninety-six.

22 Q Is that a guess, or do you know for
23 sure?

24 A I'm -- I'd have to call it a guess, but

25 I'm --

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1 Q Oh, if that's a guess, let me ask a
2 different question.

3 A Okay.

4 Q Was it in the mid '90s?

5 A Yes, sir.

6 Q Okay. As a result of that fight, were
7 criminal charges brought against you?

8 A Yes, sir.

9 Q What criminal charges were brought
10 against you with respect to that fight?

11 A Assault and battery high and aggravated
12 nature, kidnapping, and there was something else,
13 but I'm -- it's been -- I -- I'm not exactly sure
14 what the third one was.

15 Q Okay. I think that -- as far as that
16 fight is concerned, you beat the crap out of
17 somebody.

18 A Yes, sir.

19 Q What was the kidnapping part? You
20 dragged him some place?

21 A We -- we were fighting in a -- in a
22 room, and I pulled him from one place to the next.

23 Q Okay. Fair enough. Fair enough. All
24 right. Now, what else can you remember? What
25 other criminal charges that you -- that you can

1 remember that you were either pled guilty to or
2 found guilty of. I'm not concerned about the
3 arrest because --

4 A I had --

5 Q -- there's no shame in being arrested.

6 A I have some breaking and entering
7 charges.

8 Q How old were you?

9 A In my late teens.

10 Q Okay. Did you --

11 A Or early teens.

12 Q -- plead guilty to those or were you --

13 A Yes, sir.

14 Q -- found guilty of those? Okay. What
15 else can you remember?

16 A Some driving offenses --

17 Q Such as.

18 A -- driving with license revoked.

19 Q Okay.

20 A One pretty hefty speeding that led to
21 an arrest instead of a ticket.

22 Q Okay. All right. Have you ever been
23 charged with burglary?

24 A Yes, sir.

25 Q Was that in -- with respect to the same

Q&A Court Reporting

1 fight you were in?

2 A Yes, sir.

3 Q Okay. What about forgery?

4 A Yes, sir.

5 Q How many times?

6 A Twice, I believe.

7 Q Is that a guess?

8 A Yes, sir.

9 Q Okay. You don't know for sure?

10 A I don't know for sure.

11 Q Okay. Fair enough. And what about bad
12 checks?

13 A Yes, sir.

14 Q Okay. Now, as far as forgery -- or are
15 you talking about bad checks, or did you steal
16 checks?

17 A No, the -- the forgery and the bad
18 checks were all rolled up in together.

19 Q And were you ever pled guilty to or
20 found guilty of possession of stolen goods?

21 A Yes.

22 Q Okay. Did you -- were you also --
23 were -- did you plead guilty to or were you found
24 guilty of flight?

25 A Yes.

1 Q To avoid prosecution? You ran away
2 after that fight?

3 A Yes, sir.

4 Q Okay. You knew you were in trouble.

5 A Well, I -- North Carolina it would have
6 been a simple assault. South Carolina they were
7 trying to give me a life sentence.

8 Q Okay.

9 A So, yes, sir.

10 Q Fair enough. Okay. Did they charge
11 you with grand larceny with respect to that crime?
12 Or do you remember?

13 A I'm not sure.

14 Q Were you -- have you pled guilty to or
15 been found guilty of grand larceny in connection
16 with any other incident?

17 A Yes, sir.

18 Q Okay. What about uttering a forged
19 paper? You remember anything about that?

20 A I'm -- I know that I had something like
21 that. I don't remember exactly the -- it -- I
22 don't think it had anything to do with the fight.

23 Q Okay. What about resisting a
24 corrections officer? Did they charge you with
25 that while you were in prison, or do you know?

1 A Not to my knowledge.

2 Q All right. Have you told us about all
3 of the criminal charges that you can remember?

4 A Yes, sir.

5 Q If you've been convicted of or pled
6 guilty to any other charges and Mr. Hylton knows
7 about them or if Ms. Glover knows about them, are
8 you willing to discuss those charges if there
9 were -- if they will refresh your recollection?

10 A Absolutely.

11 Q You told Mr. Hylton about all the types
12 of jobs that you've held down since you started
13 working. And he asked you whether or not there
14 were any other types of jobs that you've held down
15 and you said, no. Are you certain that you told
16 him about all the jobs you've held down?

17 A Oh, I -- I'm -- I'm sure there's -- no,
18 I'm not sure that I told him about --

19 Q All right. Well, let -- let me -- let
20 me make sure you understand what the -- the
21 answer, no, means.

22 A Okay.

23 Q No, means never ever --

24 A Never.

25 Q -- ever, ever, ever not one time in

1 your life, okay.

2 A Okay.

3 Q No means absolutely not. There are no
4 others. There are no more, okay.

5 A Okay.

6 Q I want you to assume that that's what
7 no means.

8 A Okay.

9 Q No means, no. One hundred percent
10 sure. If -- what they're going to do later, if it
11 turns out that you're incorrect, they're going to
12 try and make you out to be a liar.

13 A Yes, sir.

14 Q Okay. So I want you to make sure you
15 understand what no means. When he asked you
16 whether or not there were any other types of jobs
17 or jobs that you've ever held down, are you sure
18 that you told him everything that you can -- did
19 you tell him everything you could remember today?

20 A Yes, sir.

21 Q It -- do you make room for the
22 possibility that there may be others that you
23 couldn't recall?

24 A Yes, sir.

25 Q You were where -- when you started

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1 working for John Clarke Builders. Do you know for
2 sure when you started working for
3 John Clarke Builders?

4 A The exact day?

5 Q Yes.

6 A No, sir.

7 Q You said, July. Are you sure you
8 started working for him in July? Positive?

9 A No, sir.

10 Q That was a guess.

11 A Yes, sir.

12 Q Let me show you the pay records that we
13 have submitted here. When is the first week of
14 work that you have --

15 A August --

16 Q -- written down?

17 A -- the 6th.

18 Q Okay.

19 A August the 6th was the day we started.
20 That's much more accurate than my memory.

21 Q Okay.

22 A Much more accurate than my memory.

23 Q Okay. So July was incorrect, wasn't
24 it?

25 A Yes, sir.

1 Q Okay. Now, you said something about --
 2 or Mr. Hylton asked you whether or not there were
 3 ev--- was ever a week that you didn't work in.
 4 And you said yes, one. Now, did you work for
 5 John Clarke Builders before August the 6th?

6 A No, sir.

7 Q Okay. Now, when you started working
 8 for him in August 6th, was there a time when that
 9 particular project was completed?

10 A Yes, sir.

11 Q There was a weeks -- a week during
 12 which you did not work, right?

13 A Yes, sir.

14 Q And then did y'all start another
 15 project?

16 A Yes, sir.

17 SPEAKER: Mr. John Clarke has shown up.

18 MR. BASS: All right.

19 SPEAKER: You want him to --

20 MR. BASS: Bring him in, sure. Nice to
 21 have him.

22 BY MR. BASS:

23 Q What was the first project that you
 24 worked on for Mr. Clarke?

25 A A house at the farm in Brunswick County

1 for D.R. Horton. I believe the...

2 Q What was the second one?

3 A The -- the other houses that were right
4 there on that -- in that same cul-de-sac -- in
5 that same development.

6 Q Okay.

7 A There were several houses in that
8 development that had to be...

9 Q All right. The week that you did not
10 work, when was that? Could it have been before
11 August the 6th?

12 A No.

13 Q Show me the week that you didn't work.

14 A It was actually -- it was actually two.

15 Q Okay. Which ones were they?

16 A It was in between October the 5th and
17 October the 22nd.

18 Q Very good, okay. And you were asked
19 how many -- how many hours you averaged a week and
20 you said 50. That was another guess, wasn't it?

21 A Yes, sir.

22 Q We got a piece of paper that shows how
23 many weeks you worked.

24 A Yes, sir.

25 Q Is that the more accurate reflection of

1 those --

2 A Much more --

3 Q -- hours?

4 A -- accurate.

5 Q You were asked whether or not you'd
6 ever -- prior to this accident whether you'd ever
7 seen an orthopedist and you said, no. Again, how
8 old are you?

9 A I will be 40 in a week.

10 Q No, means in 40 years you've never not
11 once, not ever, ever, ever seen an orthopedist.
12 Are you sure you've never seen an orthopedist?

13 A No, sir. I'm not sure.

14 Q That was a guess, wasn't it?

15 A Yes, sir.

16 Q You're getting the --

17 A Yes, sir.

18 Q -- point that you're not supposed to be
19 guessing, right?

20 A Yes, sir.

21 Q Okay. The same question. You ever
22 seen a neurologist. You said, no. Are you sure
23 that in 40 years you've never, ever, ever seen a
24 neurologist?

25 A No, sir.

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1 Q You're not sure?

2 A I'm not sure of that.

3 Q Same question with neuro---
4 neurosurgeon. Are you absolutely positive in 40
5 years you've never seen a neurosurgeon?

6 A No, sir.

7 Q You were asked whether or not you'd
8 ever been to a Doctor's Care or a place like that.
9 What did he mean by the phrase, a place like that?
10 What did he mean by that?

11 A I'm not sure.

12 Q But you answered the question anyway?

13 A Yes, sir.

14 Q Okay. Well, let me rephrase his
15 question, and see if I can make it a little bit
16 clearer. You know what a Doctor's Care is.

17 A Yes, sir.

18 Q You know that there are a bunch of them
19 all over.

20 A Yes, sir.

21 Q Okay. Have you ever been to one of
22 those that you can remember?

23 A No, sir. Not that I can remember.

24 Q Similar places, like Access Medical, we
25 call the Doc in the Boxes.

1 A Urgent Care.

2 Q Okay. Those types of places. To your
3 knowledge, can you remember going to any of those?

4 A No, sir. Not that I can remember --

5 Q Okay.

6 A -- at this time.

7 Q You were asked by Mr. Hylton, prior to
8 November 18th, 2012, whether or not you were on a
9 prescription medication. Now, I think I know what
10 he intended his question to be. But I want to
11 rephrase the question, okay? Obviously, prior to
12 November 18th, 2012, at some time in your life,
13 you took prescription medication.

14 A Yes, sir.

15 Q Okay. Let's rephrase the question. At
16 the time you had this accident on
17 November 18th, 2012, were you taking any
18 prescription medication?

19 A No, sir.

20 MR. HYLTON: And I'm just going to
21 object that you're asking your question, that's
22 fine. But that's not a rephrase of my question.
23 You can ask your question, but I -- I'm just
24 objecting. That's the question that I asked.

25 MR. BASS: Okay. Fair enough.

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1 BY MR. BASS:

2 Q You were asked whether or not you had
3 ever been treated for depression and you said, no.
4 Again, that --

5 A He asked me since I had been 18 years
6 old. Since I had --

7 Q All right.

8 A -- been an adult, had I been treated
9 for depression.

10 Q Okay.

11 A And I haven't since I was an adult.
12 I --

13 Q You're certain?

14 A -- was when I was a teenager.

15 Q You're certain?

16 A Yes, sir.

17 Q Okay. Now, as far as the de--- well,
18 what does treatment mean to you? What is treated
19 for depression? What does that mean?

20 A Counseling or pharmaceuticals.

21 Q Okay. Are you certain that nobody in
22 your adult life has ever prescribed you with an
23 antidepressant or anything of that nature?

24 A Not --

25 Q No means you're certain.

1 A -- not to my knowledge.

2 Q Okay.

3 A Not to my knowledge.

4 Q The same question as far as any
5 treatment for your back. In 40 years, you're
6 telling me you've never had any treatment for your
7 back? Certain of that?

8 A I -- I'm -- not that I can remember.

9 Q Same with chiropractic treatment. Are
10 you sure that in 40 years you've never, one time,
11 been to a chiropractor?

12 A No, sir. Never been to one.

13 Q Never been to one of those? You're
14 certain --

15 A No.

16 Q -- of that?

17 A Positive.

18 Q Okay. All right. You testified that
19 you went up on the roof 10 to 20 minutes after you
20 got on the job site. Do you know for sure that it
21 was 10 to 20 minutes?

22 A The exact time frame, no, sir.

23 Q That's a guess?

24 A Yes, sir.

25 Q You were asked what parts of your body

1 were hit as far as the accident is concerned. Did
2 you tell us about all the parts of your body that
3 you could remember being hit?

4 A I -- I told you about everything that
5 I'm -- that hurt because of that.

6 Q Okay. Well, that's --

7 A And --

8 Q -- that's -- that's a different answer
9 to the question that was --

10 A Okay.

11 Q -- asked. Let me -- let me ask the
12 question in a little bit different way.

13 A Okay.

14 Q I want you to tell us what parts of
15 your body you could specifically remember hitting
16 against something as a result of this accident.

17 A I hit, basically, everything on my
18 right side.

19 Q Well, how about --

20 A From --

21 Q -- how --

22 A -- my --

23 Q -- about let's name some of the parts.

24 A Okay. The right side of my head, my
25 right shoulder, ribs on the right side, my right

1 knee and my shin. My right shin was skinned up
2 pretty good.

3 Q Okay. Do you remember any other part
4 of your body hitting something as a result of the
5 accident?

6 A My left leg hit in between the trusses
7 and hung.

8 Q Okay. What about your -- the -- your
9 left buttock -- your left leg, did it hit
10 anything?

11 A I -- it landed on -- yes, sir. I
12 landed on -- kind of halfway landed on it when I
13 first went through.

14 Q Is there anything else you can remember
15 being hit or impacted against as a result of the
16 accident?

17 A Not that I can remember.

18 Q And your testimony is that you did lose
19 consciousness?

20 A Yes, sir.

21 Q Okay. When you regained consciousness,
22 were you having pain in your neck?

23 A Yes.

24 Q Were you having pain in your upper
25 back?

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1 A Yes.

2 Q Were you having pain in your lower
3 back?

4 A Yes.

5 Q Were you having pain in the area of
6 your -- let's see here -- in either one of your
7 hips?

8 A Yes.

9 Q Which one?

10 A My left.

11 Q Okay. Now, when you say hip, are you
12 talking about your buttock area --

13 A Yes, sir.

14 Q -- your upper buttock area kind of
15 moving towards the side?

16 A Yes, sir.

17 Q All right. And as I understand it, you
18 have some type of symptoms going down your left
19 leg. Is that correct?

20 A Yes, sir.

21 Q What type of symptoms do you have going
22 down your left leg?

23 A It -- it's a straight down the back of
24 my leg to the back of my knee of between numbness
25 and pain. And when it's not numb, it's hurting.

1 And that's what wont' let me straighten my leg out
2 and walk right.

3 Q Fair enough.

4 A And walk properly.

5 Q Fair enough. All right. Do you still
6 have problems in your upper back or is that
7 resolved?

8 A No, that's...

9 Q That's okay now?

10 A Yes, sir.

11 Q Okay. And do you still have problems
12 as far as your right knee is concerned?

13 A No, sir.

14 Q That's all right?

15 A That's fine.

16 Q Okay.

17 A It was just skinned up.

18 Q What about your neck? Is it okay now?

19 A Yes, sir.

20 Q Okay. Now as far as your headaches are
21 concerned, when you saw Dr. Chambers, he was
22 saying -- or he said in his report that you were
23 having them two or three times a week.

24 A Yes, sir.

25 Q Are you having them more often now

1 than, I guess, three weeks ago?

2 A It varies. It varies from week to
3 week. I -- when he asked me that question, it was
4 at the end of the week, and I -- I was telling him
5 for that week.

6 Q Okay. Fair enough. You were asked to
7 rate your pain number wise. Was that a guess?

8 A I -- I mean, the -- the scale is
9 subjective, so it -- I guess it could be a guess.

10 Q Fair enough. As far as your low back
11 pain is concerned, I don't remember whether you
12 were asked, but I want to go ahead and ask it just
13 to make sure it gets asked. Is the pain in your
14 lower back constant? And by that I mean every
15 minute of every day?

16 A Yes, sir.

17 Q The reason I ask that is that you
18 mentioned that if you sit too long your back
19 starts to tense up.

20 A It gets worse.

21 Q It gets worse

22 A That makes it...

23 Q Okay. Fair enough. Now, you have
24 stood up three times during this deposition. Why
25 have you stood up?

1 A To make myself more comfortable.

2 Q With respect to what?

3 A To my back pain and my leg pain.

4 Q Okay. Now, you were asked whether or
5 not you are able to sweep, and you said you
6 probably could. Have you tried to --

7 A I --

8 Q -- sweep?

9 A No, sir.

10 Q So that would be another guess on your
11 part?

12 A Yes, sir.

13 Q Okay. You were asked whether you
14 can -- you can carry groceries and you said, yes.
15 Are you able to carry them in the same way you did
16 before this accident and carry as much as before?

17 A Oh, no.

18 Q Okay. You're able to carry some?

19 A Yes, sir.

20 Q All right. Now, you were asked whether
21 or not you had taken any trips since this
22 accident. Do you know what Mr. Hylton meant by
23 the phrase trips -- the word trips? What did he
24 mean by that?

25 A We were talking about the distance

1 from -- I -- I think I might have got confused
2 there. We were talking about the -- he was asking
3 me the distance from home to here.

4 Q Sure.

5 A To Myrtle Beach and whether that was,
6 you know, was that -- that -- was that the longest
7 that I had been in a vehicle since the accident.
8 So I thought that he was saying that anything over
9 that would be considered a trip.

10 Q Okay. Fair enough. How many miles is
11 it from where you live to Myrtle Beach?

12 A Thirty-one, 32 miles.

13 Q Okay. Fair enough. Now, you were
14 asked about what are some of your hobbies. He
15 asked you in the present tense.

16 A Uh-huh.

17 Q All right. And you said fishing and
18 all that kind of stuff. Are you able to do that
19 stuff now?

20 A No, sir.

21 Q And you -- he asked you what do you do
22 in your free time like you're on vacation. You're
23 not on vacation.

24 A No, sir.

25 Q You don't consider what you're doing

1 free time?

2 A No, sir.

3 Q That's all I have.

4 FURTHER EXAMINATION

5 BY MR. HYLTON:

6 Q I think I have some follow-ups. Since
7 you didn't understand most of my questions, now --

8 MR. BASS: Excuse me just a second. I
9 think Mr. Clarke --

10 MR. HYLTON: Oh, I'm sorry, yeah,
11 Mr. Clarke.

12 MR. BASS: -- needs to be given the
13 opportunity --

14 MR. HYLTON: Did you have any --

15 MR. BASS: -- to ask question.

16 MR. HYLTON: -- questions you would
17 like --

18 MR. CLARKE: The only thing I got to
19 say is --

20 MR. BASS: Sir, you're not here to say.

21 MR. CLARKE: Okay.

22 MR. BASS: Just ask questions.

23 MR. CLARKE: Ask questions?

24 MR. BASS: Yes, sir.

25 EXAMINATION

1 BY MR. CLARKE:

2 Q Okay. How come you were on the roof
3 the day that you was when you were asked at 7:00
4 that morning not to be on the job because it was
5 raining?

6 A I didn't talk --

7 Q And I talked to you myself.

8 A -- I didn't -- I didn't talk with you
9 at 7:00 that morning.

10 Q Okay. I have phone records showing --

11 A Well, you can --

12 MR. BASS: Can we ask questions,
13 please?

14 MR. CLARKE: Okay. I'm sorry.

15 THE DEPONENT: If -- if you have --
16 next question.

17 BY MR. CLARKE:

18 Q What I don't understand is -- and it's
19 a question -- you come to my house and got your
20 tools, and if you're hurt on your back and me
21 standing in the house looking out, how were you
22 able to put your ladders on top of your van and
23 strap them down?

24 A I haven't been to your house.

25 Q Okay. Okay. That's it -- that's --

1 that's it.

2 MR. BASS: Thank you.

3 BY MR. HYLTON:

4 Q Going back to the questions. Math,
5 when you go to a restaurant and you pay for
6 something, if you're getting the correct change
7 back, are you able to -- to determine that?

8 A Yes, sir.

9 Q Okay. With reading, if you read -- can
10 you read a newspaper and understand the basics of
11 that article?

12 A Yes, sir.

13 Q All right. We were talking about
14 medical treatment that you've had in the past.
15 You said you've been to multiple emergency rooms,
16 correct?

17 A Yes, sir.

18 Q Have you been to any doctors other than
19 emergency rooms before November 18th, 2012?

20 A I -- yes, sir, I'm sure.

21 Q Okay. What type of treatment have you
22 had since your 18th birthday?

23 A Since my 18th birthday?

24 Q Or what -- what have you had? What
25 type of --

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1 A I -- I'm not --

2 MR. BASS: Excuse me just a second.

3 I'm going to --

4 THE DEPONENT: I'm not --

5 MR. BASS: I'm going to object as to
6 these question as being outside the scope of
7 cross. Really it should have been asked first.
8 You can go ahead and answer them.

9 THE DEPONENT: I -- I'm not -- I'm not
10 exactly sure as to how, you know, what I've gone
11 to the doctor for since my 18th birthday.

12 BY MR. HYLTON:

13 Q Have you had treatment for your back
14 since your 18th birthday?

15 A Not that I can remember.

16 Q Okay. Have you had treatment for
17 either one of your legs since your 18th birthday?

18 A Not that I can remember. I'm sure
19 there's a sprained ankle or something in there
20 somewhere, but...

21 Q You ever had surgery?

22 A No, sir. Not that I'm a--- no, sir,
23 I've never had surgery.

24 Q Okay.

25 A On my legs. I had my tonsils and

1 adenoids out before my 18th birthday.

2 Q Okay. Your attorney asked you about
3 depression, and you said you had some treatment
4 for depression before you were 18. In your
5 teenage years you had some treatment. What type
6 of treatment did you have?

7 A I've -- just some counseling and I
8 think -- I think there was a possibility that I
9 had a prescription for an antidepressant, but I'm
10 not sure exactly what it was.

11 Q How long were you on that prescription?

12 A I have no idea.

13 Q And you said you have not worked at all
14 since November 18th, 2012, correct?

15 A Correct.

16 Q Mr. Clarke asked you about calling.
17 Your testimony here today is you had not talked
18 with him the morning of November 18th, 2012. Is
19 that correct?

20 A Not that I'm aware of.

21 Q So it's possible that you did talk with
22 him that morning?

23 A I'm going to have to go back and -- and
24 look and make sure, but I -- I'm -- I -- I'm --
25 I'm pretty positive that I didn't talk with him

Q&A Court Reporting

1 that morning. But I'm not going to say,
2 definitively, I did or didn't.

3 Q So you're not sure?

4 A I'm not sure.

5 Q Okay. And you have not been to
6 Mr. Clarke's house since November 18th, 2012?

7 A No, sir.

8 Q And you have not had a ladder on your
9 truck since November 18th, 2012?

10 A I don't know that I've not had a ladder
11 on my truck.

12 Q Okay. Have you put a ladder on your
13 truck since --

14 A I've not -- I've not put one on there
15 myself, no.

16 Q When you fell, did you immediately lose
17 consciousness, or was it sometime you were
18 hanging --

19 A Hanging.

20 Q -- there that you lost consciousness?

21 A When I went through and hit -- that's
22 when I hit my right side, when I hit the right
23 side of my head on the truss, that's -- it's black
24 after that.

25 Q Where were you when you were regained

1 consciousness?

2 A Still in the rafter.

3 Q And was E.M.S. there at that time?

4 A They were -- I could hear sirens, but I
5 don't know if they were actually -- it was -- it
6 wasn't long after I woke up and heard...

7 Q Okay.

8 MR. HYLTON: I think that's all
9 questions I have today. Lisa, do you have any
10 more?

11 MS. GLOVER: I don't have any other
12 questions.

13 MR. BASS: Mr. Clarke, you can
14 answer -- ask any other ones if you'd like.

15 MR. CLARKE: No, I'm good.

16 MR. BASS: Okay. That's it.

17 MR. HYLTON: That's it.

18 MR. BASS: I don't have any.

19 MR. HYLTON: I don't have any. That's
20 it.

21 (Witness excused.)

22 (Whereupon, at 11:35 a.m.,
23 the taking of the foregoing
24 deposition was concluded.)

25

1 CERTIFICATE OF REPORTER

2 State of South Carolina

3 County of Florence

4
5 I, Roger R. Williamson, Court Reporter and
6 notary public for the State of South Carolina, do
7 hereby certify that the deponent in the foregoing
8 deposition was, by me, first duly sworn to testify
9 to the truth, the whole truth and nothing but the
10 truth; that said deposition transcript was taken
11 via stenomask with backup; that the foregoing
12 transcript contains a true record of the
13 deposition of said deponent.

14 I further certify that I am neither attorney
15 nor counsel for, nor related to or employed by any
16 of the parties connected to the action, nor am I
17 financially interested in the action.

18 Witness my hand at Florence, South Carolina,
19 this the 24th day of April, 2013.

20
21
22 _____
23 Roger R. Williamson
24 MY COMMISSION EXPIRES:
25 March 1, 2022

SOUTH CAROLINA WORKERS' COMPENSATION COMMISSION
COLUMBIA, SOUTH CAROLINA
WCC FILE NO. 1219902

 COPY

EMPLOYEE/CLAIMANT: ANTHONY S. RANSOM

EMPLOYER: BUILDERS FIRSTSOURCE, INC.
JOHN CLARK D/B/A JOHN CLARK BUILDERS

CARRIER: LIBERTY INSURANCE CORPORATION

SOUTH CAROLINA WORKERS' COMPENSATION HEARING

PURSUANT TO NOTICE OF WORKERS' COMPENSATION
HEARING, THE WITHIN HEARING WAS TAKEN ON THE 9TH DAY OF
JULY, 2013, COMMENCING AT THE HOUR OF 10:30 A.M., IN
CONWAY, SOUTH CAROLINA, BEFORE THE HONORABLE MELODY L.
JAMES, ATTENDED BY COUNSEL AS FOLLOWS:

TIMMI A. PARRISH
VERBATIM REPORTER

TIMMI A. PARRISH
COURT REPORTING SERVICES
POST OFFICE BOX 551
ROEBUCK, SC 29376
864-921-8743

APPEARANCES

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1039 44TH AVENUE NORTH, SUITE 102
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ATTORNEY FOR DEFENDANTS BUILDERS FIRSTSOURCE,
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100 EXECUTIVE CENTER DRIVE, SUITE 101
COLUMBIA, SOUTH CAROLINA 29210

ATTORNEY FOR THE SOUTH CAROLINA UNINSURED
EMPLOYERS FUND.

ALSO ATTENDING: MR. JOHN CLARK

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1 PURSUANT TO NOTICE OF HEARING, THE WITHIN HEARING
2 WAS TAKEN BY THE ABOVE-NAMED COURT REPORTER, A NOTARY
3 PUBLIC FOR THE STATE OF SOUTH CAROLINA, IN CONWAY, SOUTH
4 CAROLINA.

5 * * * * * * * * * * * * * * *

6 BY COMMISSIONER JAMES:

7 TODAY IS JULY THE 9TH, 2013. THIS IS WCC FILE
8 NUMBER 1219902. THIS IS THE MATTER OF ANTHONY
9 RANSOM VERSUS BUILDERS FIRSTSOURCE, INCORPORATED,
10 JOHN CLARK D/B/A JOHN CLARK BUILDERS, AND THE SOUTH
11 CAROLINA UNINSURED EMPLOYERS FUND. ALSO, LIBERTY
12 INSURANCE CORPORATION. PRESENT ON BEHALF OF THE
13 CLAIMANT IS MR. ALAN BASS. PRESENT ON BEHALF OF
14 BUILDERS FIRSTSOURCE AND LIBERTY INSURANCE
15 CORPORATION IS MR. BRANDON HYLTON. PRESENT ON
16 BEHALF OF THE UNINSURED FUND IS MS. LISA GLOVER.
17 PRESENT ON BEHALF OF JOHN CLARK D/B/A JOHN CLARK
18 BUILDERS IS MR. CLARK HIMSELF. THIS MATTER -- I
19 WILL MAKE A NOTE FOR THE RECORD THAT THIS MATTER WAS
20 CONTINUED PREVIOUSLY WITH A HEARING WITH
21 COMMISSIONER McCASKILL IN ORDER FOR MR. CLARK TO
22 SEEK REPRESENTATION. MR. CLARK HAS DONE SO AND HAS
23 BEEN UNABLE TO OBTAIN REPRESENTATION AND IS NOT
24 REQUESTING A FURTHER CONTINUANCE TODAY. I HAVE ALSO
25 ADVISED MR. CLARK, AS I'M SURE COMMISSIONER

1 McCASKILL DID, THAT THERE IS ALWAYS SOME DANGER IN
2 PROCEEDING WITHOUT AN ATTORNEY. WITH REGARDS TO THE
3 DATE OF THE ALLEGED ACCIDENT, IT'S NOVEMBER THE
4 18TH, 2012. THERE IS NOT A STIPULATED AVERAGE
5 WEEKLY WAGE OR COMPENSATION RATE, AS THOSE ARE
6 ISSUES TO BE DETERMINED IF THE MATTER IS
7 COMPENSABLE. WITH REGARDS TO THE APAs,
8 JURISDICTION, AND VENUE, ARE THERE ANY OBJECTIONS TO
9 THOSE OR ANY OTHER ITEMS?

10 BY MR. BASS:

11 NOTHING FROM THE CLAIMANT OTHER THAN WHAT WE
12 STATED.

13 BY THE COMMISSIONER:

14 OKAY. AND WITH REGARDS TO DEFENDANTS?

15 BY MR. HYLTON:

16 WE -- FROM BUILDERS FIRSTSOURCE AND LIBERTY THE
17 ONLY OBJECTION IS TO APA PAGE 29. THAT IS NOT AN
18 ORIGINAL DOCUMENT. IT'S NOT ACTUAL EVIDENCE THAT
19 CAN BE RELIED UPON.

20 BY THE COMMISSIONER:

21 AND, MR. BASS, IT'S MY UNDERSTANDING IN THE
22 PRETRIAL CONFERENCE THAT THIS IS A SUMMARIZATION BY
23 THE CLAIMANT AS TO HIS WAGES RECEIVED. IS THAT
24 CORRECT?

25 BY MR. BASS:

1 THAT'S CORRECT, YOUR HONOR. HE'S GOING TO
2 TESTIFY TO THAT.

3 BY THE COMMISSIONER:

4 AT THIS TIME I AM GOING TO LEAVE IT IN THE
5 APAs. ACTUALLY, I BELIEVE IT'S SOMETHING THAT WILL
6 HAVE TO HAVE A -- ACTUALLY WILL HAVE TO HAVE A
7 FOUNDATION ESTABLISHED FOR IT IN ORDER FOR IT TO
8 CONTINUE AS AN EXHIBIT.

9 BY MR. BASS:

10 YES, MA'AM.

11 BY THE COMMISSIONER:

12 BUT IF THE FOUNDATION IS NOT ESTABLISHED, MR.
13 HYLTON, YOU CERTAINLY CAN MAKE THE OBJECTION AT THAT
14 POINT IN TIME.

15 BY MR. HYLTON:

16 THANK YOU, COMMISSIONER.

17 BY THE COMMISSIONER:

18 ALL RIGHT. WITHOUT ANY OTHER OBJECTION THE
19 COMMISSION FILE BECOMES PART OF THE RECORD WITH THE
20 EXCEPTION OF ANY SELF-SERVING DECLARATIONS AND
21 UNSTIPULATED MEDICAL REPORTS.

22 THERE ARE TWO STIPULATIONS WITH REGARDS TO
23 TODAY'S HEARING. WITH REGARDS TO THE FUND, IT IS
24 STIPULATED THAT THERE ARE FOUR OR MORE EMPLOYEES.
25 ALSO, THE PARTIES DO STIPULATE THAT BUILDERS

1 FIRSTSOURCE IS AN UPSTREAM CONTRACTOR OF MR. JOHN
2 CLARK.

3 THE ISSUES TODAY ARE COMPENSABILITY, WHETHER
4 THE CLAIMANT WAS INJURED WITHIN THE COURSE AND SCOPE
5 OF HIS EMPLOYMENT, AND, AS STATED EARLIER, AVERAGE
6 WEEKLY WAGE AND COMPENSATION RATE. THE CLAIMANT
7 CONTENDS THAT HE SUSTAINED MULTIPLE INJURIES, WHICH
8 HE REQUESTS PAST PAYMENT OF MEDICAL, AND THAT HE IS
9 HAVING CONTINUED PROBLEMS WITH REGARDS TO HEAD,
10 RIGHT SHOULDER, AND LOWER BACK. HE IS REQUESTING
11 FUTURE MEDICAL TREATMENT TO THOSE BODY PARTS. AS TO
12 THE TEMPORARY TOTAL, HIS REQUEST IS FROM DATE OF
13 ACCIDENT FORWARD.

14 THE DEFENDANT BUILDERS FIRSTSOURCE TAKES THE
15 POSITION THAT IF THE MATTER IS COMPENSABLE, THEN
16 UNDER 42-1-415 THAT THE FUND IS RESPONSIBLE WITH
17 REGARDS TO ALL PAYMENTS. THEY ALSO TAKE THE
18 POSITION THAT THE MATTER IS NOT COMPENSABLE AND,
19 FURTHER, THAT THE CLAIMANT WAS INSTRUCTED NOT TO
20 WORK ON THE DATE IN QUESTION. AS TO SOME OF THE
21 OTHER ISSUES THAT THEY'VE RAISED, THEY INDICATE AND
22 TAKE THE POSITION THAT THERE IS NOT A HEAD INJURY,
23 AND IF THE MATTER IS COMPENSABLE THAT MARCH THE
24 25TH, 2013, IS THE FIRST TIME THAT THE CLAIMANT HAS
25 BEEN WRITTEN OUT OF WORK AND THAT THAT WOULD BE THE

1 APPROPRIATE DATE OF TEMPORARY TOTAL.

2 WITH REGARDS TO THE FUND, THE FUND TAKES THE
3 SAME POSITION AS TO BUILDERS WITH THE EXCEPTION OF
4 42-1-415. THE FUND TAKES THE POSITION THAT THE DUTY
5 IS ON BUILDERS FIRSTSOURCE AND THAT THAT IS THE
6 RESPONSIBLE PARTY SHOULD THIS MATTER BE FOUND
7 COMPENSABLE.

8 AS TO MR. CLARK, MR. CLARK ALSO TAKES THE
9 POSITION THAT THE MATTER IS NOT COMPENSABLE.

10 OKAY. ARE THERE ANY FURTHER ISSUES ON BEHALF
11 OF THE CLAIMANT?

12 BY MR. BASS:

13 NONE FROM THE CLAIMANT.

14 BY THE COMMISSIONER:

15 ARE THERE ANY FURTHER ISSUES ON BEHALF OF
16 BUILDERS FIRSTSOURCE?

17 BY MR. HYLTON:

18 I JUST WANTED TO ADD ONE THING ABOUT THE
19 CERTIFICATE OF INSURANCE. I KNOW THEY SAID THAT WE
20 WERE RESPONSIBLE FOR CHECKING TO MAKE SURE. THE
21 CERTIFICATE OF INSURANCE SHOWS A DATE -- EFFECTIVE
22 DATE OF 8/6/12 THROUGH 8/6/13. THE ACCIDENT
23 HAPPENED ON 11/18/12. THE POLICY WAS CANCELLED ON
24 11/14/12. WE MET THE REQUIREMENTS OF THE STATUTE,
25 JUST TO CLARIFY THAT.

1 BY THE COMMISSIONER:

2 ARE THERE ANY FURTHER ISSUES ON BEHALF OF THE
3 FUND?

4 BY MS. GLOVER:

5 COMMISSIONER, JUST FOR CLARIFICATION PURPOSES,
6 YOU INDICATED THAT THE PARTIES STIPULATED THAT THERE
7 WERE FOUR OR MORE EMPLOYEES, THEREBY MAKING MR.
8 CLARK SUBJECT TO THE ACT. THE WORKERS' COMPENSATION
9 COMMISSION MADE A FINDING THAT MR. CLARK WAS SUBJECT
10 TO THE ACT, AND HE SIGNED A CAPITULATION AGREEMENT,
11 THEREBY ACKNOWLEDGING THAT HE WAS SUBJECT TO THE ACT
12 AND UNINSURED AT THE TIME THIS INCIDENT OCCURRED.
13 SO THERE WAS NO -- I GUESS THERE'S NO REAL
14 STIPULATION BETWEEN THE PARTIES. I THINK THAT ONCE
15 THAT MR. CLARK SIGNS A CAPITULATION AGREEMENT, THAT
16 ISSUE GOES OFF OF THE TABLE BECAUSE HE'S
17 ACKNOWLEDGING AS AN EMPLOYER THAT HE WAS SUBJECT TO
18 THE ACT AND UNINSURED AT THE TIME. I DON'T KNOW IF
19 I'M JUST MIXING APPLES AND ORANGES, OR WHATEVER, BUT
20 IT HAS THE SAME EFFECT, BUT THERE IS NO STIPULATION
21 AMONGST THE PARTIES, I WOULD HAVE TO SAY.

22 BY THE COMMISSIONER:

23 SO, BASED ON WHAT HAS ALREADY OCCURRED WITH
24 REGARDS TO MR. CLARK AND HIS POSITION WITH REGARDS
25 TO WHETHER HE SHOULD HAVE BEEN INSURED OR NOT

1 INSURED, THAT HE HAS CAPITULATED AND THAT THE FUND
2 IS THE RESPONSIBLE PARTY ---

3 BY MS. GLOVER:

4 NO.

5 BY THE COMMISSIONER:

6 --- IF IT'S COMPENSABLE?

7 BY MS. GLOVER:

8 NO.

9 BY THE COMMISSIONER:

10 OKAY.

11 BY MS. GLOVER:

12 I GUESS THAT THE -- I DON'T AGREE WITH THAT
13 ASSESSMENT AS TO WHAT THE STATUTE SAYS. THE
14 COMMISSION DOES AN INVESTIGATION. THAT'S HOW THE
15 FUND GETS INTO THE CLAIM. SO, THE COMMISSION MADE
16 THAT FINDING. MR. CLARK AGREED AND SIGNED A
17 CAPITULATION AGREEMENT. ALL THAT CAPITULATION
18 AGREEMENT DOES IS SAYS, "YES, I AM SUBJECT TO THE
19 ACT, AND I WAS UNINSURED ON THE DATE OF THE
20 ACCIDENT." HE DOESN'T WAIVE ANY DEFENSES OR -- THAT
21 DOESN'T NECESSARILY MAKE THE CLAIM -- IT DOESN'T
22 BECOME AN ADMITTED CLAIM ONCE HE SIGNS A
23 CAPITULATION AGREEMENT. UNDER THE STATUTE, THE
24 EMPLOYER -- IF YOU FIND THE CLAIM COMPENSABLE, THE
25 EMPLOYER IS STILL RESPONSIBLE IN THE FIRST INSTANCE.

1 IF THE EMPLOYER IS UNABLE OR UNWILLING TO PAY THE
2 CLAIM IF YOU FIND IT COMPENSABLE, THEN THE FUND WILL
3 STEP IN. THAT DOES NOT AUTOMATICALLY MAKE THE FUND
4 RESPONSIBLE FOR THE CLAIM.

5 BY THE COMMISSIONER:

6 ALL RIGHT. MAYBE I PUT THIS INARTFULLY. IF
7 THE CLAIM IS COMPENSABLE -- AND I UNDERSTAND THE
8 RESPONSIBILITY AS FAR AS IF IT'S -- IF MR. CLARK IS
9 RESPONSIBLE AND CANNOT, THEN THE FUND STANDS IN HIS
10 SHOES. BUT MY QUESTION WAS -- AND BEFORE WE WENT ON
11 RECORD IT WAS MY UNDERSTANDING THAT IT WAS A
12 STIPULATION WITH REGARDS TO THAT PARTICULAR FACT, AS
13 TO THAT THERE WERE FOUR OR MORE EMPLOYEES. IF THAT
14 IS NOT A STIPULATION, THEN ALL PARTIES NEED TO BE
15 AWARE OF THAT BECAUSE THAT WOULD BE A MATTER THAT
16 WOULD NEED TO BE PRESENTED.

17 BY MS. GLOVER:

18 I DON'T THINK THERE'S ANY DISAGREEMENT ABOUT
19 THAT. BUT TYPICALLY IN FUND CASES IF AN EMPLOYER
20 SIGNS A CAPITULATION AGREEMENT, LIKE I SAID, THEY
21 THEREBY ACKNOWLEDGE THAT THEY ARE SUBJECT TO THE
22 ACT, WHICH MEANS THAT THEY HAVE FOUR OR MORE
23 EMPLOYEES, AND THEY ARE UNINSURED AT THE TIME.
24 TYPICALLY WE DON'T DEAL WITH IT ANYMORE. LIKE I
25 SAID, I DON'T KNOW IF I'M CREATING A PROBLEM BY

1 SAYING ALL THIS OR NOT, BUT ---

2 BY THE COMMISSIONER:

3 ALL RIGHT. JUST TO MAKE SURE THAT WE HAVE
4 EVERYTHING CORRECT ON THE RECORD, LET'S GO OFF THE
5 RECORD FOR A MINUTE.

6 (OFF-THE-RECORD DISCUSSION)

7 BY THE COMMISSIONER:

8 OKAY. ALL RIGHT. THE PARTIES ARE IN AGREEMENT
9 THAT THERE ARE FOUR OR MORE EMPLOYEES OF MR. JOHN
10 CLARK, THAT THERE WAS NOT INSURANCE, AND THAT MR.
11 CLARK HAS SIGNED A CAPITULATION AGREEMENT. ALL
12 RIGHT. IS THERE ANYTHING FURTHER ON BEHALF OF THE
13 FUND?

14 BY MS. GLOVER:

15 NOTHING FROM THE FUND.

16 BY THE COMMISSIONER:

17 IS THERE ANYTHING FURTHER, MR. CLARK, WITH
18 REGARDS TO THE ISSUES?

19 BY MR. CLARK:

20 NO.

21 BY THE COMMISSIONER:

22 ALL RIGHT. MR. RANSOM, IF YOU'D RAISE YOUR
23 RIGHT HAND, PLEASE.

24 * * * * *

25 THE WITNESS WAS DULY SWORN TO TELL THE TRUTH, THE

1 WHOLE TRUTH, AND NOTHING BUT THE TRUTH CONCERNING THE
2 MATTER HEREIN:

3 ANTHONY S. RANSOM,

4 BEING FIRST DULY SWORN, TESTIFIED ON HIS OATH AS
5 FOLLOWS:

6 BY THE COMMISSIONER:

7 YOUR WITNESS.

8 BY MR. BASS:

9 COMMISSIONER, DO YOU MIND IF I REMAIN SEATED?

10 BY THE COMMISSIONER:

11 NOT AT ALL.

12 BY MR. BASS:

13 THANK YOU.

14 DIRECT EXAMINATION BY MR. BASS:

15 Q. YOUR NAME IS ANTHONY RANSOM?

16 A. YES, SIR.

17 Q. YOU GO BY TONY?

18 A. YES, SIR.

19 Q. HOW OLD ARE YOU?

20 A. FORTY.

21 Q. WHAT IS YOUR DATE OF BIRTH?

22 A.

23 Q. WHAT IS THE LAST GRADE OF SCHOOL YOU FINISHED?

24 A. G.E.D.

25 Q. OKAY. WHAT'S THE LAST ---

- 1 A. GRADUATED. GRADUATED FROM HIGH SCHOOL WITH A G.E.D.
- 2 Q. OKAY; FAIR ENOUGH. WHAT'S YOUR TRADE? WHAT DO YOU
- 3 DO FOR A LIVING?
- 4 A. I'M A CARPENTER.
- 5 Q. HOW LONG HAVE YOU BEEN A CARPENTER?
- 6 A. OFF AND ON FOR 15 YEARS, 20 YEARS, ALL MY LIFE, ALL
- 7 MY WORKING LIFE SINCE I WAS 18 YEARS OLD.
- 8 Q. FAIR ENOUGH. AND DO YOU KNOW A GUY NAMED JOHN
- 9 CLARK?
- 10 A. YES, SIR.
- 11 Q. IS THAT HIM SITTING AT THE END OF THE DEFENSE TABLE?
- 12 A. YES, SIR.
- 13 Q. DID YOU AT ONE POINT WORK FOR A MAN NAMED JOHN
- 14 CLARK?
- 15 A. YES, SIR.
- 16 Q. WHEN DID YOU START WORKING FOR HIM?
- 17 A. AUGUST THE 6TH OF 2012.
- 18 Q. AND WHEN YOU STARTED WORKING FOR JOHN CLARK, DID HE
- 19 PERSONALLY HIRE YOU?
- 20 A. YES, SIR.
- 21 Q. HOW DID YOU COME TO KNOW THAT MR. CLARK WAS LOOKING
- 22 FOR PEOPLE TO WORK FOR HIM?
- 23 A. I RESPONDED TO AN AD ON CRAIG'S LIST FOR CARPENTERS
- 24 OUT OF THE BRUNSWICK COUNTY AREA.
- 25 Q. AND WHEN YOU WORKED FOR -- WHEN YOU STARTED WORKING

1 FOR JOHN CLARK, DID YOU APPROACH HIM BY YOURSELF?

2 A. YES, SIR.

3 Q. DID YOU BRING A CREW WITH YOU TO WORK UNDER YOU AS

4 YOU WORKED FOR JOHN CLARK?

5 A. NO, SIR.

6 Q. NOW, WHEN YOU FIRST STARTED -- YOU SAID THAT YOU

7 FIRST STARTED WORKING FOR HIM ON AUGUST THE 6TH?

8 A. YES, SIR.

9 Q. IS IT POSSIBLE THAT YOU MAY HAVE STARTED ON AUGUST

10 7TH?

11 A. POSSIBLY, YES.

12 Q. YOU REMEMBER IT BEING AUGUST 6TH?

13 A. I REMEMBER IT TO BE AUGUST THE 6TH.

14 Q. OKAY. BUT IF SOMEBODY SAID AUGUST 7TH YOU WOULDN'T

15 QUIBBLE WITH THAT?

16 A. NO, SIR.

17 Q. OKAY. NOW, WHEN YOU STARTED WORKING FOR MR. CLARK,

18 WERE YOU TO BE PAID BY THE HOUR?

19 A. YES, SIR.

20 Q. HOW MUCH DID HE HIRE YOU TO MAKE?

21 A. THIRTEEN DOLLARS AN HOUR.

22 Q. ALL RIGHT. NOW, DID HE AT ANY TIME SAY THAT HE WAS

23 GOING TO PAY YOU \$10 AN HOUR?

24 A. NO, SIR.

25 Q. NOW, AT THE TIME THAT YOU WERE HIRED BY MR. CLARK IN

1 THE FIRST WEEK OF AUGUST 2012, HOW LONG HAD YOU BEEN
2 A CARPENTER?
3 A. I'D BEEN WORKING FRAMING AND CARPENTRY SINCE I WAS
4 18 YEARS OLD.
5 Q. A LONG TIME?
6 A. A LONG TIME.
7 Q. IS IT CUSTOMARY ---
8 A. AT SOME POINT IN THERE I BECAME A CARPENTER.
9 Q. OKAY. IS IT CUSTOMARY FOR SOMEONE WITH YOUR
10 EXPERIENCE IN THE TRADE TO BE PAID \$10 AN HOUR?
11 A. NO, SIR.
12 Q. WHO ON A WORK CREW WOULD BE PAID \$10 AN HOUR?
13 A. HELPER.
14 Q. WHAT DO YOU MEAN BY HELPER?
15 A. GUYS THAT ARE THERE TO CARRY THIS -- YOU KNOW, CARRY
16 LUMBER FROM ONE SPOT TO THE OTHER, GO GET ME NAILS,
17 GO GET A LEVEL, GO GET -- YOU KNOW, A GO-GETTER.
18 Q. A GO-GETTER?
19 A. YES, SIR.
20 Q. OKAY; FAIR ENOUGH. NOW, AFTER YOU STARTED WORKING
21 FOR JOHN CLARK, DID YOU SOON GET A PROMOTION?
22 A. YES, SIR.
23 Q. HOW LONG AFTER YOU STARTED WORKING FOR HIM DID YOU
24 GET A PROMOTION?
25 A. THAT FIRST DAY.

1 Q. THE FIRST DAY?

2 A. YES, SIR.

3 Q. AT THE END OF THE DAY?

4 A. THE NEXT MORNING.

5 Q. THE NEXT MORNING; FAIR ENOUGH. WHAT WERE YOU

6 PROMOTED TO?

7 A. THAT I WAS GONNA BE THE LEAD MAN OF A GROUP THAT

8 WOULD WORK UP UNDERNEATH ME. HE WOULD TELL ME, AND

9 I WOULD CARRY OUT -- A WORKING FOREMAN.

10 Q. LEAD MAN OF A ---

11 A. YES, SIR.

12 Q. --- CREW; WOULD THAT BE A BETTER WAY TO PUT IT?

13 A. YES, SIR.

14 Q. FAIR ENOUGH. AND DID YOU GET A RAISE?

15 A. YES, SIR.

16 Q. WHAT DID YOU GET THE RAISE TO?

17 A. FOURTEEN DOLLARS AN HOUR.

18 Q. OKAY. NOW, WHEN YOU STARTED WORKING FOR MR. CLARK,

19 AT WHAT PROJECT DID YOU START WORKING?

20 A. IN BRUNSWICK COUNTY AT A HOUSING DEVELOPMENT CALLED

21 THE FARM.

22 Q. OKAY. AND ABOUT HOW MANY PEOPLE DID YOU HAVE THAT

23 YOU WERE SUPERVISING AS LEAD MAN?

24 A. IT VARIED FROM DAY TO DAY BUT SOMEWHERE IN THE

25 NEIGHBORHOOD OF SIX OR SEVEN EVERY DAY.

- 1 Q. AND JUST TO MAKE SURE WE UNDERSTAND, WHEN YOU GOT A
2 PROMOTION AND GOT A RAISE, WHO GAVE THAT TO YOU?
- 3 A. JOHN CLARK.
- 4 Q. OKAY. NOW, WHEN YOU STARTED WORKING FOR HIM AND
5 WHEN HE TOLD YOU HE WAS GOING TO BE PAYING YOU BY
6 THE HOUR, IN WHAT FORM WERE YOU PAID?
- 7 A. CASH.
- 8 Q. YOU KNEW THAT GOING IN?
- 9 A. YES, SIR.
- 10 Q. TELL ME HOW YOU WOULD KEEP TRACK OF THE HOURS THAT
11 YOU WORKED.
- 12 A. I KEPT A RECORD BOOK, THE TIME I STARTED AND THE
13 TIME I ENDED AND KNOCK OUT 30 MINUTES FOR LUNCH EACH
14 DAY, AND AT THE END OF THE WEEK I WOULD TOTAL IT ALL
15 UP AND -- JUST TO MAKE SURE THAT I WOULD KEEP THAT
16 FIGURE IN MY HEAD AND TO MAKE SURE I WAS GETTING
17 PAID THE RIGHT AMOUNT ON FRIDAY.
- 18 Q. OKAY. AND AT THE END OF EACH WEEK WOULD YOU --
19 WOULD THOSE FIGURES BE ENTERED INTO QUICKBOOKS AT
20 YOUR HOUSE?
- 21 A. YES, SIR.
- 22 Q. OKAY. NOW, WHEN YOU STARTED WORKING FOR JOHN CLARK,
23 DID YOU -- WERE YOU LIMITED TO JUST 40 HOURS A WEEK?
- 24 A. NO, SIR.
- 25 Q. DID YOU OFTEN WORK 50, 60 HOURS A WEEK?

- 1 A. YES, SIR.
- 2 Q. THE DOCUMENT THAT WE HAVE SUBMITTED, THE LAST PAGE
- 3 OF OUR APA SUBMISSIONS, I'M GOING TO SHOW YOU THIS.
- 4 WAS THIS PREPARED BASED ON THE BOOK THAT YOU KEPT
- 5 YOUR HOURS IN?
- 6 A. YES, SIR.
- 7 Q. AND IS THAT AN ACCURATE REFLECTION OF THE HOURS THAT
- 8 YOU WORKED?
- 9 A. YES, SIR.
- 10 Q. THE HOURS THAT'S ON THIS SHEET OF PAPER RANGES FROM
- 11 55 HOURS THE FIRST WEEK YOU WORKED, AS MUCH AS 67,
- 12 AND THEN THE WEEK YOU GOT HURT 13 HOURS?
- 13 A. YES, SIR.
- 14 Q. DOES THAT SOUND ABOUT RIGHT?
- 15 A. YES, SIR.
- 16 Q. ON WHAT DAY DID YOUR WORK WEEK END?
- 17 A. YOU MEAN ---
- 18 Q. IN OTHER WORDS, WHAT WAS PAY DAY?
- 19 A. FRIDAY.
- 20 Q. OKAY. SO, THE LAST ENTRY ON THE SHEET OF PAPER THAT
- 21 I JUST SHOWED YOU WHERE YOU WORKED 13 HOURS, THAT
- 22 WOULD HAVE BEEN -- NOVEMBER THE 17TH WAS WHAT DAY OF
- 23 THE WEEK?
- 24 A. SATURDAY.
- 25 Q. NOVEMBER 18TH WAS WHAT DAY?

1 A. SUNDAY.

2 Q. OKAY. SO IT WOULD HAVE ONLY BEEN -- DID YOU WORK A

3 FULL DAY ON SATURDAY, NOVEMBER 17TH, 2012?

4 A. YES, SIR.

5 Q. DID YOU WORK A FULL DAY ON SUNDAY, NOVEMBER 18TH?

6 A. NO, SIR.

7 Q. THAT WAS THE DAY YOU GOT HURT?

8 A. YES, SIR.

9 Q. NOW, THE BOOK THAT YOU KEPT TRACK OF YOUR HOURS,

10 WHERE IS THE LAST TIME YOU SAW THAT BOOK?

11 A. IN THE -- IT WAS IN THE GLOVE COMPARTMENT OF MY VAN

12 THE MORNING THAT I GOT HURT.

13 Q. OKAY.

14 A. 'CAUSE I WROTE MY START TIME DOWN AND PUT IT IN THE

15 GLOVE BOX AND CLOSED IT.

16 Q. OKAY. DID YOU LEAVE THE WORK SITE ON THE DAY YOU

17 GOT HURT IN THAT VAN?

18 A. NO, SIR.

19 Q. BY WHAT MEANS DID YOU LEAVE THE WORK SITE ON THE DAY

20 YOU GOT HURT?

21 A. BY AMBULANCE.

22 Q. OKAY. AND WHAT HAPPENED TO YOUR VAN ON THAT DAY?

23 WHO TOOK IT, AND WHERE DID THEY TAKE IT?

24 A. IT WAS MOVED FROM THE JOB SITE TO THE RESIDENCE OF

25 ROBERT AUSTIN, ONE OF THE -- ONE OF THE -- ONE OF

1 JOHN'S EMPLOYEES, FOR ALL OF THE TOOLS THAT I HAD OF
2 HIS TO BE TAKEN OUT OF IT.

3 Q. WHEN YOU SAY, "HIS TOOLS," WHO ARE YOU TALKING
4 ABOUT?

5 A. JOHN. JOHN'S TOOLS.

6 Q. JOHN CLARK?

7 A. JOHN CLARK'S TOOLS.

8 Q. OKAY. NOW, ROBERT AUSTIN, IS HE SOMEBODY THAT YOU
9 HAD DIFFICULTIES WITH AT SOME POINT?

10 A. YES, SIR.

11 Q. DID YOU HAVE TO SWEAR OUT A WARRANT AGAINST HIM?

12 A. YES, SIR.

13 Q. OKAY. AFTER HE TOOK YOUR VAN, WHICH CONTAINED THAT
14 BOOK, HAVE YOU SEEN THE BOOK AGAIN?

15 A. NO, SIR.

16 Q. NOW, LET'S GO TO THE CREW THAT YOU WERE WORKING.
17 EVENTUALLY DID YOU FINISH THE WORK THAT YOU WERE
18 DOING IN THE FARM IN BRUNSWICK COUNTY IN NORTH
19 CAROLINA?

20 A. YES, SIR.

21 Q. WAS THERE A TWO-WEEK BREAK IN YOUR WORK AFTER YOU
22 FINISHED THAT PROJECT?

23 A. YES, SIR.

24 Q. I'M ASSUMING THAT MR. CLARK HAD NO WORK DURING THAT
25 TWO-WEEK PERIOD?

1 A. THAT'S WHAT I WAS TOLD.

2 Q. DID HE FIND WORK FOR YOU ALL?

3 A. YES, SIR.

4 Q. OKAY. WHERE IS THE NEXT PLACE YOU WENT?

5 A. THE RESERVE AT MARKET COMMONS.

6 Q. OKAY. AND DID YOU HAVE MOST OF THE SAME CREW THAT

7 YOU HAD BEFORE?

8 A. PRETTY MUCH. THERE WERE A FEW ADD-ONS AND A FEW

9 DROP-OFFS. BUT THE MAJORITY OF THE SAME PEOPLE;

10 YES, SIR.

11 Q. NOW, DURING THE TIME THAT YOU WORKED FOR MR. CLARK,

12 WAS THERE EVER A TIME BECAUSE OF WEATHER OR SOME

13 OTHER REASON THAT YOU ALL COULDN'T WORK A DAY?

14 A. YES, SIR.

15 Q. OKAY. ON THE OCCASIONS WHEN YOUR CREW COULDN'T

16 WORK, WHO WAS IT THAT WAS SUPPOSED TO NOTIFY THE

17 CREW NOT TO COME IN TO WORK?

18 A. JOHN CLARK.

19 Q. ALL RIGHT. NOW, DID YOU EVER TRY AND TAKE THAT DUTY

20 UPON YOURSELF?

21 A. YES, SIR.

22 Q. WHERE WERE YOU WORKING WHEN THIS HAPPENED?

23 A. AT THE FARM.

24 Q. THIS WAS RIGHT AFTER YOU GOT HIRED?

25 A. RIGHT BEFORE WE -- JUST BEFORE WE WERE ABOUT TO

1 COMPLETE THE PROJECT, SO I HAD BEEN THERE FOR ABOUT
2 A MONTH, MONTH AND A HALF.

3 Q. OKAY; FAIR ENOUGH. AND DID YOU TAKE IT UPON
4 YOURSELF TO CALL THE MEMBERS OF YOUR CREW AND TELL
5 THEM YOU ALL WEREN'T GOING TO BE WORKING THAT DAY?

6 A. YES, SIR. I HAD FOUR GUYS THAT WERE GOING TO HELP
7 ME THAT DAY, AND I KNEW ALL OF THEIR NUMBERS AND
8 CALLED THEM AND TOLD THEM, YOU KNOW, THAT IT WAS
9 RAINING AND THERE WAS NOTHING THAT WE COULD DO ON
10 THE EXTERIOR OF THE HOUSE.

11 Q. SO THAT'S A YES TO MY QUESTION?

12 A. YES, SIR.

13 Q. OKAY.

14 A. YES, SIR.

15 Q. WHAT WAS MR. CLARK'S RESPONSE TO YOUR TAKING IT UPON
16 YOURSELF TO CALL THE MEMBERS OF THE CREW?

17 A. THAT HE WOULD DECIDE WHEN AND WHERE WE WORKED AND
18 WHO WOULD WORK AND AT WHAT TIME, AND HE WOULD DECIDE
19 WHEN THERE WOULDN'T BE ANYTHING DONE. THAT IT WAS
20 NOT MY RESPONSIBILITY; IT WAS HIS RESPONSIBILITY TO
21 TELL PEOPLE WHEN TO SHOW UP AND WHEN NOT TO SHOW UP.

22 Q. OKAY. DID HE TELL YOU THAT IN AS CALM A VOICE AS
23 YOU JUST USED?

24 A. NO, SIR.

25 Q. OKAY. HE FUSSED AT YOU?

1 A. PRETTY MUCH.

2 Q. ALL RIGHT. AND DID YOU TRY AND CALL MEMBERS OF THE

3 CREW IN THE EVENT THAT YOU WEREN'T WORKING AFTER

4 THAT?

5 A. NO, SIR.

6 Q. OKAY. WERE THERE OCCASIONS AFTER THAT THAT MR.

7 CLARK CALLED MEMBERS OF THE CREW AND TOLD THEM,

8 "WE'RE NOT WORKING"?

9 A. YES, SIR.

10 Q. AND THAT'S THE WAY IT WAS SUPPOSED TO WORK?

11 A. YES, SIR.

12 Q. OKAY. NOW, YOU MOVED FROM THE FARM IN BRUNSWICK

13 COUNTY TO, I BELIEVE IT WAS, THE RESERVE AT MARKET

14 COMMON?

15 A. AT MARKET COMMON, YES, SIR.

16 Q. HERE IN MYRTLE BEACH?

17 A. YES, SIR.

18 Q. IN THE OLD AIR FORCE BASE?

19 A. YES, SIR, BACK GATE.

20 Q. OKAY. AND YOU WERE STILL THE LEAD MAN OF THE CREW?

21 A. YES, SIR.

22 Q. STILL MAKING \$14 AN HOUR?

23 A. YES, SIR.

24 Q. STILL WORKING A BUNCH OF HOURS?

25 A. YES, SIR.

1 Q. MAKING TIME-AND-A-HALF FOR OVERTIME?
2 A. YES, SIR.
3 Q. OKAY. WHEN YOU -- WAS THERE A TIME WHEN YOU LEFT
4 THE RESERVE AT MARKET COMMON AND MOVED TO ANOTHER
5 PROJECT?
6 A. YES, SIR.
7 Q. WHERE DID YOU MOVE TO?
8 A. LAFAYETTE PARK IN LITTLE RIVER.
9 Q. LITTLE RIVER, SOUTH CAROLINA?
10 A. YES, SIR.
11 Q. OKAY. WHAT WERE YOU ALL DOING IN LAFAYETTE PARK IN
12 LITTLE RIVER?
13 A. FINISH FRAMING ONE HOUSE AND START FRAMING ANOTHER.
14 Q. OKAY. AND, AGAIN, PRETTY MUCH THE SAME CREW WITH
15 MAYBE AN ADDITION OR A SUBTRACTION THERE?
16 A. YES, SIR.
17 Q. YOU WERE STILL THE LEAD MAN?
18 A. YES, SIR.
19 Q. STILL MAKING \$14 AN HOUR?
20 A. YES, SIR.
21 Q. OKAY. NOW, WHEN YOU ALL GOT TO LAFAYETTE PARK, WAS
22 THERE A FELLOW BY THE NAME OF JAMES BRAY IN YOUR
23 CREW?
24 A. YES, SIR.
25 Q. WHEN DID MR. BRAY START WORKING FOR -- WELL, LET ME

1 ASK YOU A DIFFERENT QUESTION. WAS MR. BRAY ALREADY
2 WORKING FOR MR. CLARK WHEN YOU STARTED WORKING?
3 A. YES, SIR.
4 Q. OKAY. AND WHAT ABOUT DAVID SWEAT; WHEN DID HE START
5 WORKING FOR MR. CLARK, TO THE BEST OF YOUR
6 RECOLLECTION?
7 A. TO MY BEST OF MY RECOLLECTION, SOMETIME IN OCTOBER
8 WHEN WE WERE AT MARKET COMMON, THE RESERVE.
9 Q. OKAY. WERE BOTH JAMES BRAY AND DAVID SWEAT MEMBERS
10 OF YOUR CREW THAT YOU SUPERVISED AS OF NOVEMBER
11 17TH, 2012?
12 A. YES, SIR.
13 Q. OKAY. NOW, ON SATURDAY, NOVEMBER 17TH, 2012, DID
14 YOU ALL WORK?
15 A. YES, SIR.
16 Q. AT THE END OF THE WORKDAY DID THE CREW, YOU, AND
17 JOHN CLARK HAVE A MEETING?
18 A. YES, SIR.
19 Q. DURING THAT MEETING DID JOHN CLARK SPEAK TO YOU AND
20 THE CREW?
21 A. YES, SIR.
22 Q. WHAT DID HE SAY?
23 A. THAT SUNDAY WAS CALLING FOR RAIN, IT WAS ALREADY
24 PRETTY NASTY, STARTING TO GET PRETTY NASTY THEN, AND
25 THAT WE WERE GONNA WORK, FOR ME TO COME DOWN TO

1 MURRELLS INLET TO HIS HOUSE AND GET THE TARP TO
2 BRING BACK THE NEXT DAY TO PUT OVER THE CENTER OF
3 THE HOUSE WHERE WE STILL HAD OPEN PLYWOOD SO WE
4 WOULD BE ABLE TO WORK INSIDE AND PUNCH OUT STUFF ON
5 THE INSIDE OF THE HOUSE.

6 Q. OKAY. SO, HE TOLD THE CREW THAT THEY WERE GOING TO
7 WORK THE NEXT DAY?

8 A. WE WERE DEFINITELY WORKING THE NEXT DAY.

9 Q. ON SUNDAY?

10 A. YES, SIR.

11 Q. AND HE TOLD YOU TO COME GET A TARP TO PUT ON THE
12 ROOF OF THE HOUSE YOU ALL WERE WORKING ON?

13 A. YES, SIR.

14 Q. DID YOU DO WHAT HE TOLD YOU TO DO?

15 A. YES, SIR.

16 Q. YOU GOT THE TARP?

17 A. YES, SIR.

18 Q. NOW, WHEN YOU GOT THE TARP, DID YOU PUT IT IN YOUR
19 TRUCK OR VEHICLE AND TAKE IT HOME?

20 A. IN MY VAN, YES, SIR.

21 Q. FAIR ENOUGH. ALL RIGHT. DID YOU WAKE UP THE NEXT
22 MORNING?

23 A. YES, SIR.

24 Q. I GUESS YOU DID. YOU'RE HERE. WHERE DO YOU LIVE
25 EXACTLY?

1 A. NAKINA, NORTH CAROLINA.
2 Q. SPELL THAT FOR US.
3 A. N-A-K-I-N-A.
4 Q. WHERE IN THE HECK IS THAT?
5 A. RIGHT IN THE MIDDLE OF THE SWAMP. IT'S 15 MILES
6 NORTH OF THE NORTH CAROLINA BORDER ON 905.
7 Q. WHAT COUNTY IS IT IN?
8 A. COLUMBUS COUNTY.
9 Q. OKAY, COLUMBUS COUNTY. WE KNOW WHERE THAT IS.
10 OKAY. WHAT TIME DID YOU WAKE UP?
11 A. SOMEWHERE AROUND 5:30, QUARTER TO SIX.
12 Q. WHAT TIME WERE YOU SUPPOSED TO BE ON THE JOB SITE?
13 A. SEVEN-THIRTY-ISH.
14 Q. WHAT TIME WERE THE OTHER MEMBERS OF THE CREW
15 SUPPOSED TO BE THERE?
16 A. EIGHT O'CLOCK.
17 Q. OKAY. DID YOU NORMALLY GET THERE EARLY?
18 A. I WAS SUPPOSED TO BE THERE BEFORE ANYBODY ELSE WAS
19 THERE TO GET -- TO MAKE SURE GUYS WEREN'T JUST
20 STANDING AROUND DOING -- RIDING THE CLOCK.
21 Q. ALL RIGHT. ON THAT PARTICULAR DAY, SINCE YOU'D
22 ALREADY BEEN TOLD TO PUT THE TARP UP, WAS IT YOUR
23 INTENTION TO, AGAIN, GET THERE EARLIER THAN THE
24 OTHER GUYS?
25 A. YES, SIR.

- 1 Q. WHAT WAS THE WEATHER LIKE IN NAKINA, NORTH CAROLINA,
2 WHEN YOU WOKE UP THE MORNING OF SUNDAY, NOVEMBER
3 18TH, 2012?
- 4 A. WET AND COLD.
- 5 Q. WAS IT RAINING?
- 6 A. NO, SIR.
- 7 Q. OKAY. WET AND COLD. YOU GOT UP AT 5:30, YOU SAID?
- 8 A. YES, SIR.
- 9 Q. DID YOU REALLY WANT TO WORK THAT DAY?
- 10 A. NO, SIR.
- 11 Q. OKAY. ALL RIGHT. SO, AT SOME POINT YOU GOT UP, GOT
12 DRESSED, AND STARTED OUT TO THE JOB SITE. DO YOU
13 REMEMBER WHAT TIME YOU LEFT YOUR HOUSE?
- 14 A. NO, SIR. IT WOULD BE A GUESS.
- 15 Q. THEN I DON'T WANT YOU TO GUESS. OKAY. HOW LONG DID
16 IT NORMALLY TAKE YOU TO DRIVE FROM YOUR HOUSE TO THE
17 HOUSE YOU WERE WORKING ON IN LAFAYETTE PARK IN
18 LITTLE RIVER?
- 19 A. ABOUT 30 MINUTES.
- 20 Q. FAIR ENOUGH. NOW, DID YOU GET TO THE JOB SITE?
- 21 A. YES, SIR.
- 22 Q. NOW, DO YOU RECALL A PHONE CALL BETWEEN YOU AND JOHN
23 CLARK THAT MORNING?
- 24 A. NO, SIR.
- 25 Q. IS IT POSSIBLE THAT YOU MAY HAVE TALKED TO HIM?

1 A. YES, SIR.

2 Q. OKAY. DO YOU RECALL JOHN CLARK TELLING YOU THAT
3 MORNING, "DO NOT WORK"?

4 A. NO, SIR.

5 Q. "DO NOT GET ON THE ROOF; DO NOT PUT THE TARP ON.
6 WE'RE NOT WORKING THAT DAY"?

7 A. NO, SIR.

8 Q. IF JOHN CLARK HAD TOLD YOU "DO NOT WORK" THAT DAY,
9 WHAT WOULD YOU HAVE DONE?

10 A. I WOULD HAVE GONE HOME AND GOT BACK IN BED WITH MY
11 FIANCEE.

12 Q. FAIR ENOUGH. HE DID NOT TELL YOU THAT?

13 A. NO, SIR.

14 Q. WHEN YOU GOT TO THE JOB SITE, WHAT WAS THE WEATHER
15 LIKE?

16 A. IT WAS COLD. IT HAD STARTED TO DRIZZLE A LITTLE
17 BIT. IT WASN'T REALLY ALL THAT WINDY, BUT IT WAS --
18 IT WAS -- THE RAIN WAS COMING.

19 Q. OKAY; FAIR ENOUGH. NOW, YOU HAD THE TARP IN YOUR
20 VAN, IS THAT RIGHT?

21 A. YES, SIR.

22 Q. WHAT DID YOU DO WHEN YOU GOT TO THE JOB SITE?

23 A. I UNLOCKED THE 12-FOOT LADDER, PUT IT AGAINST THE
24 EAVE OF THE HOUSE, PUT ON MY SAFETY HARNESS AND MY
25 HARD HAT, TIED INTO THE SAFETY LINE THAT IS RUN TO

1 THE PEAK OF THE HOUSE, AND WENT UP THE LADDER,
2 STARTED ROLLING OUT THE TARP.

3 Q. NOW, DID YOU DO THAT FOR YOUR OWN PERSONAL
4 AMUSEMENT, OR WERE YOU TRYING TO FURTHER THE
5 BUSINESS INTEREST OF JOHN CLARK?

6 A. FURTHER THE BUSINESS INTEREST OF JOHN CLARK.

7 Q. AND, AGAIN, AS OF THAT DAY HOW MANY -- HOW MANY DAYS
8 STRAIGHT HAD YOU WORKED? YOU ALL HAD BEEN WORKING
9 -- YOU ALL HAD BEEN HITTING IT PRETTY GOOD, HADN'T
10 YOU?

11 A. AT THAT POINT I THINK IT WAS SOMETHING LIKE 22 OR 23
12 DAYS STRAIGHT.

13 Q. HAD JOHN CLARK TOLD YOU NOT TO WORK, NOT TO GET ON
14 THAT ROOF, WOULD YOU HAVE APPRECIATED A DAY OFF?

15 A. ABSOLUTELY.

16 Q. YOU WERE NOT TOLD THAT?

17 A. NO, SIR.

18 Q. ALL RIGHT. AS YOU WERE -- AND WHAT WAS THE REASON
19 YOU HAD THE TARP? WHAT WERE YOU GOING TO DO? TELL
20 THE COMMISSIONER EXACTLY WHAT YOUR PURPOSE FOR BEING
21 ON THE ROOF WAS.

22 A. THERE WAS A FOUR FOOT SECTION OF ROOF ALONG THE APEX
23 OF THE HOUSE THAT HAD NOT BEEN PLYWOODED, AND WHAT
24 THE INTENTION WAS IS TO TAKE THE TARP AND LAY OVER
25 THAT FROM ONE END TO THE OTHER SO WHEN THE RAIN HIT

1 IT, IT WOULD RUN DOWN AND ONTO THE TAR PAPER AND RUN
2 OFF OF THE HOUSE AND WOULDN'T WET THE CENTER OF THE
3 HOUSE, WHICH IS WHERE THE KITCHEN AND DINING ROOM --
4 WHICH IS WHERE THE MAJORITY OF OUR PUNCH OUT WORK
5 WAS GONNA BE, WAS DIRECTLY UNDER THAT HOLE. SO, THE
6 INTENTION WAS TO PUT THAT TARP OVER IT TO WHERE WE
7 COULD CONTINUE TO WORK IN THERE.

8 Q. OKAY. NOW, WAS THERE ANY PARTICULAR REASON FOR
9 HASTE OR SPEED AS FAR AS FINISHING THAT HOUSE IS
10 CONCERNED?

11 A. YES, SIR.

12 Q. WHAT WAS IT?

13 A. WE HAD A 14-DAY TIME FRAME ON FRAMING THE HOUSES,
14 AND THE HOUSE AT 23, WHICH WAS ALSO AT LAFAYETTE
15 PARK, WAS WAY, WAY, WAY OVER TIME WHEN IT GOT
16 FINISHED.

17 Q. ARE YOU TALKING ABOUT LOT 23?

18 A. YES, SIR.

19 Q. WHAT LOT WERE YOU WORKING ON THAT DAY?

20 A. LOT 23.

21 Q. ARE YOU TALKING ABOUT 23?

22 A. YES, SIR.

23 Q. OKAY; FAIR ENOUGH. OKAY. WERE YOU ABLE
24 SUCCESSFULLY TO PUT THE TARP ACROSS THAT HOLE IN THE
25 ROOF?

1 A. NO, SIR.

2 Q. WHAT HAPPENED?

3 A. AS I WAS -- I ATTACHED ---

4 Q. LET ME STOP YOU THERE FOR A SECOND. BEFORE YOU --

5 AS YOU WERE DOING THIS, DID YOU ATTACH A SAFETY

6 HARNESS?

7 A. YES, SIR.

8 Q. OKAY; ALL RIGHT. TELL US WHAT HAPPENED.

9 A. I ATTACHED ONE END OF THE TARP TO ONE END OF THE

10 ROOF AND STARTED DOWN THE ROOF WITH IT. I FLAPPED

11 IT TO GET ENOUGH AIR UNDER IT THAT IT WOULD START TO

12 LAY DOWN. THE WIND CAUGHT IT AND TURNED ME, AND I

13 FELL BACKWARDS THROUGH THE HOLE IN BETWEEN TWO

14 RAFTERS.

15 Q. OKAY. DID YOU STRIKE ANYTHING WHEN YOU FELL?

16 A. YES.

17 Q. WHAT DID YOU STRIKE?

18 A. THE RAFTERS.

19 Q. OKAY. WHAT PARTS OF YOUR BODY HIT THOSE RAFTERS?

20 A. MY RIGHT SIDE AND SOME OF MY LEFT. I JUST KIND OF

21 PINBALLED BACK AND FORTH IN BETWEEN.

22 Q. ALL RIGHT. NOW, GENERALLY IN OUR BUSINESS WHEN

23 SOMEBODY SAYS THEY GOT HIT ON THE RIGHT SIDE, WE'RE

24 TALKING ABOUT THE RIB AREA.

25 A. OH, MY RIGHT SIDE, MY HEAD, MY RIGHT SHOULDER, MY

1 RIGHT KNEE, MY RIGHT SHIN ALL SCRAPED ON THE WAY
2 DOWN.

3 Q. FAIR ENOUGH. ALL RIGHT. NOW, I'M GOING TO -- YOU
4 HAD A LONG LIST IN YOUR ORIGINAL REQUEST FOR A
5 HEARING AS FAR AS WHAT PARTS OF YOUR BODY WERE HURT?

6 A. YES, SIR.

7 Q. I'M GOING TO READ THOSE, AND THEN WE'RE GOING TO GET
8 TO WHAT'S STILL HURTING. BECAUSE A LOT OF THEM HAVE
9 RESOLVED, HAVEN'T THEY?

10 A. YES, SIR.

11 Q. ALL RIGHT. THESE ARE THE -- THIS IS THE LIST:
12 HEAD, FACE, NECK, UPPER BACK, MID BACK, LOWER BACK,
13 RIGHT SHOULDER, LEFT LEG, AND RIGHT KNEE.

14 A. YES, SIR.

15 Q. DID YOU HURT ALL OF THOSE BODY PARTS IN THE FALL?

16 A. YES, SIR.

17 Q. ALL RIGHT. NOW, AGAIN, EVERYTHING HAS RESOLVED
18 EXCEPT FOR YOUR HEAD, YOUR RIGHT SHOULDER, YOUR
19 LOWER BACK, AND RADICULAR SYMPTOMS THROUGH YOUR LEFT
20 HIP INTO YOUR LEFT LEG?

21 A. YES, SIR.

22 Q. OKAY. WHEN YOU STRUCK THOSE RAFTERS, DID YOU LOSE
23 CONSCIOUSNESS?

24 A. YES, SIR.

25 Q. DO YOU HAVE ANY IDEA FOR HOW LONG YOU WERE

1 UNCONSCIOUS?

2 A. NO, SIR.

3 Q. WHAT WAS THE NEXT THING THAT YOU REMEMBER AFTER YOU

4 LOST CONSCIOUSNESS?

5 A. ONE OF THE GUYS THAT WORKED WITH US SCREAMING AT ME

6 FROM THE GROUND TRYING TO GET ME TO WAKE UP. "HEY,

7 HEY, YOU ALL RIGHT UP THERE?"

8 Q. WHAT GUY WAS THAT?

9 A. HARLEY.

10 Q. HARLEY, WAS HE ON YOUR CREW?

11 A. YES, SIR.

12 Q. WAS HE PRESENT AT THAT MEETING THE NIGHT BEFORE, ON

13 SATURDAY, NOVEMBER 17TH, ABOUT WHEN JOHN CLARK TOLD

14 THE CREW THEY WERE GOING TO WORK THE NEXT DAY?

15 A. YES, SIR.

16 Q. WHO WAS IT WHO WAS RESPONSIBLE FOR CALLING THE

17 MEMBERS OF THE CREW IF THERE WAS A RAIN-OUT AND THEY

18 WEREN'T GOING TO WORK?

19 A. JOHN CLARK.

20 Q. YET HARLEY WAS THERE ON THE JOB SITE?

21 A. YES, SIR.

22 Q. OKAY; FAIR ENOUGH. I'M GOING TO GO AHEAD A LITTLE

23 BIT AND ASK YOU, BEFORE -- YOU LEFT THE JOB SITE IN

24 AN AMBULANCE, I'M ASSUMING?

25 A. YES, SIR.

1 Q. HOW MANY OTHER MEMBERS OF THE CREW SHOWED UP?

2 A. I'M NOT SURE.

3 Q. WAS IT JUST HARLEY, OR WERE THERE OTHERS?

4 A. OH, NO, SIR; THERE WERE MORE PEOPLE. I KNOW FOR A
5 FACT THAT ROBERT AUSTIN, RICK, AND JOHN GROZIA THAT
6 I COULD -- THAT I SAW. I'VE BEEN TOLD THAT OTHER
7 PEOPLE ---

8 Q. WELL, DON'T TELL US WHAT YOU'VE BEEN TOLD.

9 A. YES, SIR.

10 Q. THOSE ARE THE ONES YOU SAW AND IDENTIFIED?

11 A. YES, SIR.

12 Q. OKAY. AND WERE ALL THOSE GUYS THAT YOU JUST
13 MENTIONED AT THE MEETING THE NIGHT BEFORE WHERE JOHN
14 CLARK HAD SAID WE'RE GOING TO WORK THE NEXT DAY,
15 MEANING THAT SUNDAY?

16 A. YES, SIR.

17 Q. AND WHO WAS RESPONSIBLE FOR CALLING THOSE GUYS YOU
18 JUST MENTIONED TO TELL THEM THAT THEY WEREN'T GOING
19 TO WORK?

20 A. JOHN CLARK.

21 Q. YET, THEY WERE STILL THERE?

22 A. YES, SIR.

23 Q. OKAY.

24 BY THE COMMISSIONER:

25 LET ME ASK ONE QUESTION TO MAKE SURE I

1 UNDERSTAND. ARE RICK AND HARLEY THE SAME PERSON?

2 BY THE WITNESS:

3 NO, MA'AM. THEY'RE TWO DIFFERENT PEOPLE.

4 BY THE COMMISSIONER:

5 ALL RIGHT. THANK YOU.

6 DIRECT EXAMINATION RESUMED BY MR. BASS:

7 Q. AND THE AUSTIN FELLOW, WHAT WAS HIS FIRST NAME?

8 RICK AUSTIN?

9 A. ROBERT.

10 Q. ROBERT AUSTIN. HE WAS THE GUY THAT TOOK YOUR VAN?

11 A. YES, SIR.

12 Q. HE WAS THE GUY YOU TOOK A WARRANT OUT ON?

13 A. YES, SIR.

14 Q. OKAY; FAIR ENOUGH. NOW, YOU SAID THAT WHEN YOU GOT

15 UP ON THE ROOF INITIALLY IT WAS DRIZZLING,

16 SPRINKLING; IT WASN'T RAINING VERY HARD?

17 A. YES, SIR.

18 Q. OKAY. WHEN YOU REGAINED CONSCIOUSNESS, WERE YOU

19 ABLE TO SENSE WHAT THE WEATHER WAS LIKE AT THAT

20 TIME?

21 A. OH, YES, SIR. IT WAS A FULL-BLOWN -- IT WAS A FULL-

22 BLOWN RAIN AT THAT POINT.

23 Q. OKAY. SO, IF THERE WAS AN AMBULANCE RUN REPORT THAT

24 SAID THAT IT WAS RAINING HARD WHEN THE AMBULANCE GOT

25 THERE, YOU WOULDN'T DENY THAT?

- 1 A. NOT A BIT.
- 2 Q. ABOUT WHAT TIME DID YOU GET TO THE JOB SITE ON THAT
- 3 SUNDAY MORNING?
- 4 A. IT WOULD BE A GUESS. SOMEWHERE BETWEEN 7:30 AND
- 5 8:00.
- 6 Q. OKAY. AND DO YOU KNOW HOW LONG IT WAS AFTER YOUR
- 7 FALL THAT THE AMBULANCE GOT THERE?
- 8 A. NO, SIR.
- 9 Q. WERE THEY THERE IMMEDIATELY WITHIN FIVE OR TEN
- 10 MINUTES, OR WAS IT LONGER THAN THAT?
- 11 A. I DON'T KNOW. I HAVE NO IDEA.
- 12 Q. FAIR ENOUGH. BEFORE THEY GOT THERE, DID OTHER
- 13 PEOPLE TRY AND GET YOU -- WELL, LET ME BACK UP. I
- 14 GUESS I NEED TO SORT OF LAY A FOUNDATION FOR THIS.
- 15 WHEN YOU FELL THROUGH THE RAFTERS AND YOU HIT THE
- 16 RAFTERS, YOU SAID THAT YOU WERE ATTACHED TO A SAFETY
- 17 HARNESS?
- 18 A. YES, SIR.
- 19 Q. OKAY. SO, IN WHAT POSITION WERE YOU WHEN YOU CAME
- 20 TO?
- 21 A. BACK DOWN WITH MY LEFT LEG WAS HUNG IN BETWEEN A "V"
- 22 JOINT IN TWO RAFTERS, OR I WOULD HAVE -- IF IT
- 23 HADN'T BEEN FOR MY LEFT LEG, I WOULD HAVE BEEN
- 24 HANGING STRAIGHT DOWN.
- 25 Q. OKAY.

1 A. THERE WAS NOTHING -- THE ONLY THING THAT WAS HOLDING
2 ME UP WAS THE HARNESS AND MY LEFT LEG.
3 Q. FAIR ENOUGH. OTHERWISE, YOU WERE JUST HANGING
4 THERE?
5 A. I WOULD HAVE BEEN, YES.
6 Q. OKAY. WHEN YOU FIRST CAME TO WHEN HARLEY WAS
7 YELLING AT YOU, DID HE TRY AND GET YOU DOWN?
8 A. HE HAD GOTTEN A RIDE FROM SOMEBODY TO GET TO WORK.
9 HE DIDN'T; NO, SIR.
10 Q. THERE YOU GO. DID SOMEBODY WITH HIM TRY AND GET YOU
11 DOWN?
12 A. YES, SIR.
13 Q. WERE THEY SUCCESSFUL?
14 A. NO, SIR.
15 Q. OKAY. WHO EVENTUALLY GOT YOU DOWN?
16 A. HORRY COUNTY EMS AND FIRE DEPARTMENT.
17 Q. OKAY. AND YOU DON'T KNOW HOW LONG YOU HANGED THERE
18 ---
19 A. NO, SIR.
20 Q. --- BEFORE THEY GOT YOU DOWN?
21 A. IT WAS A GOOD LONG WHILE, BUT NO, SIR.
22 Q. FAIR ENOUGH. OKAY. NOW, WHEN YOU WERE FINALLY
23 TAKEN DOWN, WHAT KIND OF SHAPE WERE YOU IN?
24 A. I WAS PRETTY BEAT UP. I WAS COLD, WET. WE HAD BEEN
25 -- I HAD BEEN RAINED ON FOR HOWEVER -- HOWEVER LONG

1 THAT WAS, HOWEVER LONG THAT WE WERE THERE. THEY
2 COULDN'T REALLY GET ANYTHING OVER US BECAUSE OF THE
3 WAY THAT THE BUCKET TRUCK HAD TO -- 'CAUSE THEY HAD
4 TO GET A LADDER TRUCK AND RUN A CABLE DOWN THROUGH
5 THE MIDDLE OF THE BUILDING AND GET ME IN A BASKET TO
6 GET ME DOWN.

7 Q. OKAY. SO, IRRESPECTIVE OF WHAT TIME THE AMBULANCE
8 GOT THERE, THE AMBULANCE PEOPLE COULDN'T GET YOU
9 DOWN?

10 A. NO, SIR.

11 Q. THEY HAD TO GET A BUCKET TRUCK?

12 A. YES, SIR.

13 Q. OKAY; FAIR ENOUGH. NOW, THERE'S SOME EVIDENCE IN
14 THE MEDICAL RECORDS, THE AMBULANCE RUN SHEET, THAT
15 YOU THREW UP, THAT YOU WERE NAUSEOUS?

16 A. YES, SIR. JUST A FEW MINUTES AFTER I WOKE UP, I
17 STARTED THROWING UP. I THREW UP THREE OR FOUR
18 TIMES.

19 Q. OKAY. WAS YOUR HEAD HURT?

20 A. ONCE ON THE EMS GUYS.

21 Q. WAS YOUR HEAD HURT?

22 A. YES, SIR, VERY MUCH SO.

23 Q. ALL THESE OTHER BODY PARTS THAT YOU'VE MENTIONED,
24 WERE THEY ALSO HURTING?

25 A. YES, SIR.

1 Q. OKAY. ALL RIGHT. WHERE WERE YOU FINALLY TAKEN BY
2 AMBULANCE?
3 A. GRAND STRAND.
4 Q. GRAND STRAND REGIONAL MEDICAL CENTER?
5 A. YES, SIR.
6 Q. FAIR ENOUGH. AND WERE YOU TREATED AND RELEASED
7 THERE?
8 A. YES, SIR.
9 Q. WHERE DID YOU GO AFTER YOU WERE RELEASED?
10 A. HOME.
11 Q. HOME. FAIR ENOUGH. NOW, DID YOU HAVE ANY
12 CONVERSATIONS WITH JOHN CLARK THAT SAME DAY?
13 A. YES, SIR.
14 Q. DO YOU REMEMBER THE TIME AT WHICH YOU HAD THAT
15 CONVERSATION?
16 A. NOT SPECIFICALLY. IT WAS AT SOME POINT AFTER I HAD
17 BEEN IN THE HOSPITAL FOR A WHILE.
18 Q. FAIR ENOUGH. DID YOU SPEAK WITH HIM BY PHONE?
19 A. YES, SIR.
20 Q. DID YOU SPEAK WITH HIM BY PHONE WHILE YOU WERE STILL
21 AT THE HOSPITAL?
22 A. YES, SIR.
23 Q. OKAY. WHAT DID HE SAY TO YOU?
24 A. JUST THAT HE WAS -- HE HATED THAT THAT HAD HAPPENED,
25 WAS I ALL RIGHT, HOW WAS I FEELING, THAT HE WAS

1 GONNA COME UP THERE AND TAKE CARE OF THE -- TALKING
2 WITH THEM ABOUT WORKERS' COMP AND ALL THAT, BUT HE
3 WANTED TO TALK TO HIS INSURANCE PEOPLE FIRST TO FIND
4 OUT IF IT WOULD BE CHEAPER FOR HIM TO PAY IT OUT OF
5 POCKET VERSUS TURNING IT IN TO THE INSURANCE.

6 Q. OKAY. DO YOU HAVE ANY IDEA HOW HE CAME TO KNOW THAT
7 YOU WERE -- YOU'D BEEN HURT? DID HE TELL YOU?

8 A. HE TOLD ME THAT HE GOT A PHONE CALL.

9 Q. FROM WHO?

10 A. I'M NOT SURE.

11 Q. OKAY; FAIR ENOUGH. DURING THAT TELEPHONE CALL DID
12 HE ASK YOU, "WHY WERE YOU UP THERE WHEN I TOLD YOU
13 NOT TO GET UP THERE?"

14 A. NO, SIR.

15 Q. DID HE EVER CLAIM THAT YOU HAD DONE SOMETHING THAT
16 YOU WEREN'T SUPPOSED TO DO?

17 A. NO, SIR.

18 Q. ALL RIGHT. NOW, OTHER THAN WHEN YOU LEFT GRAND
19 STRAND REGIONAL MEDICAL CENTER AND OTHER THAN WHEN I
20 SENT YOU TO DR. CHAMBERS, HAVE YOU GOTTEN ANY
21 MEDICAL TREATMENT FOR THE INJURIES THAT YOU
22 SUSTAINED IN THIS ACCIDENT?

23 A. NO, SIR.

24 Q. NOW, PERHAPS NOT THAT DAY, THE DAY YOU GOT HURT, BUT
25 LATER, DID YOU HAVE A CONVERSATION WITH JOHN CLARK

1 ABOUT COMING BACK TO WORK AND GETTING MEDICAL
2 TREATMENT?

3 A. I DON'T -- I DON'T ---

4 Q. DID HE EVER TELL YOU THAT BEFORE YOU CAME BACK TO
5 WORK YOU'D HAVE TO BE CHECKED OUT BY A DOCTOR?

6 A. YES, SIR. YES, SIR.

7 Q. AND THAT HE WAS GOING TO SEND YOU TO GET CHECKED
8 OUT?

9 A. YES, SIR.

10 Q. OKAY. WHEN WAS THAT?

11 A. COUPLE DAYS -- COUPLE DAYS AFTER THE ACCIDENT.

12 Q. OKAY. DID HE TELL YOU THAT HE ---

13 A. AFTER THANKSGIVING.

14 Q. OKAY. DID HE TELL YOU THAT HE'D LET YOU KNOW WHERE
15 TO GO AS FAR AS A DOCTOR IS CONCERNED?

16 A. YES, SIR.

17 Q. OKAY. HAVE YOU HEARD FROM HIM SINCE?

18 BY MR. HYLTON:

19 COMMISSIONER, I'M GOING TO OBJECT TO THIS LINE
20 OF QUESTIONING. PROVIDING AND OFFERING TO PROVIDE
21 MEDICAL TREATMENT CANNOT BE USED AS EVIDENCE TO
22 SUPPORT ACKNOWLEDGMENT OF AN INJURY OR A COMPENSABLE
23 INJURY.

24 BY MR. BASS:

25 COMMISSIONER, IF YOU PLEASE, THAT'S NOT THE

1 PURPOSE FOR WHICH WE ARE OFFERING IT. WE ARE
2 OFFERING THIS MORE AS FAR AS THE TIME OF TEMPORARY
3 TOTAL IS CONCERNED.

4 BY THE COMMISSIONER:

5 ALL RIGHT. I'LL ALLOW IT.

6 BY MR. BASS:

7 THANK YOU.

8 BY THE WITNESS:

9 CAN I STAND UP FOR A MINUTE?

10 BY THE COMMISSIONER:

11 SURE.

12 DIRECT EXAMINATION RESUMED BY MR. BASS:

13 Q. DURING THAT CONVERSATION DID MR. CLARK MAKE IT CLEAR
14 TO YOU THAT YOU COULD NOT RETURN UNTIL YOU WERE
15 CHECKED OUT AND RELEASED BY A DOCTOR?

16 A. YES, SIR.

17 Q. DID HE TELL YOU THAT HE WAS GOING TO SEND YOU THERE?

18 A. YES, SIR.

19 Q. AND, AGAIN, HAVE YOU HEARD FROM HIM ABOUT THAT
20 SINCE?

21 A. NO, SIR.

22 Q. KNOWING WHAT YOU KNOW ABOUT YOUR PHYSICAL CONDITION
23 FROM THE DATE OF YOUR ACCIDENT TO TODAY'S DATE,
24 KNOWING WHAT YOU KNOW ABOUT THE PHYSICAL
25 REQUIREMENTS OF YOUR JOB THAT YOU HAD WITH JOHN

1 CLARK, HAVE YOU SINCE THE DATE OF YOUR ACCIDENT BEEN
2 PHYSICALLY CAPABLE OF PERFORMING THAT JOB?

3 A. NO, SIR.

4 Q. NOW, WITH RESPECT TO THE TARP THAT YOU WERE GOING TO
5 PLACE ON THE ROOF, HAD YOU BEEN ABLE TO PLACE THAT
6 TARP ON THE ROOF, COULD YOUR CREW HAVE WORKED?

7 A. YES, SIR.

8 Q. GOING BACK TO THAT CONVERSATION THAT YOU HAD WITH
9 MR. CLARK ABOUT YOU HAVING TO BE RELEASED BY A
10 DOCTOR BEFORE YOU RETURNED TO WORK, DID HE TELL YOU
11 THAT THAT WAS A WORKERS' COMP RULE?

12 A. YES, SIR.

13 Q. THAT WAS THE SAME CONVERSATION THAT YOU HAD WITH
14 HIM?

15 A. YES, SIR.

16 Q. ALL RIGHT. OTHER THAN THAT TELEPHONE CONVERSATION
17 THAT YOU HAD WITH HIM, YOU TOLD US THAT YOU TALKED
18 WITH HIM WHEN YOU WERE STILL AT THE HOSPITAL, YOU
19 TOLD US ABOUT THIS CONVERSATION THAT HAPPENED
20 SHORTLY AFTER THE ACCIDENT, HAVE YOU SPOKEN WITH MR.
21 CLARK, EITHER BY PHONE OR IN PERSON, SINCE THAT
22 SECOND CONVERSATION?

23 A. PROBABLY A TIME OR TWO. I'M NOT COMPLETELY 100
24 PERCENT SURE, BUT I KNOW THAT WE TALKED A COUPLE
25 TIMES ABOUT -- I WOULD CALL AND ASK ABOUT THE HOUSE

1 AND, YOU KNOW, HOW FAR ALONG WAS IT AND, YOU KNOW,
2 WERE THEY GETTING CLOSE, WERE THEY ABOUT DONE,
3 THINGS OF THAT NATURE.

4 Q. AT SOME POINT DID HE PAY YOU? DID HE PAY YOU ANY
5 MONEY?

6 A. BLACK FRIDAY, THE FRIDAY AFTER THANKSGIVING, WE MET
7 IN MURRELLS INLET AND HE GAVE ME ABOUT -- WHAT WOULD
8 HAVE AMOUNTED TO ABOUT A HALF A PAYCHECK.

9 Q. OKAY. WHAT WAS THAT? WHAT WAS THAT MONEY SUPPOSED
10 TO BE?

11 A. HE SAID THAT IT WAS AGAINST WHAT WAS OWED, YOU KNOW,
12 WHAT HE OWED ME.

13 Q. OKAY. YOU'RE TALKING ABOUT PAY?

14 A. IT WAS PAY; YES, SIR. IT WAS PAY.

15 Q. PAY, OKAY. SO, AM I TO UNDERSTAND THAT DURING THE
16 TIME THAT YOU WORKED FOR HIM -- WELL, LET ME BACK UP
17 AND ASK YOU THIS, BECAUSE THIS, I GUESS, RELATES TO
18 YOUR AVERAGE WEEKLY WAGE. WHEN YOU FINISHED THE
19 PROJECT AT THE FARM IN BRUNSWICK COUNTY, NORTH
20 CAROLINA, WERE YOU PAID ---

21 A. YES, SIR.

22 Q. --- FOR THE JOB THAT YOU DID?

23 A. YES, SIR.

24 Q. OKAY. SO, AS OF -- WHEN DID YOU FINISH THAT JOB;
25 SOMEWHERE AROUND OCTOBER?

1 A. SOMEWHERE AROUND IN THERE. .
2 Q. OKAY. AS OF ---
3 A. THE FIRST OF OCTOBER, THE VERY BEGINNING.
4 Q. OKAY. AS OF THEN, WERE YOU PAID UP IN FULL?
5 A. YES, SIR.
6 Q. WHEN YOU STARTED WORK AT THE NEXT PROJECT, WHICH I
7 THINK YOU SAID WAS AT THE RESERVE IN MARKET COMMON,
8 ---
9 A. YES, SIR.
10 Q. --- WERE YOU PAID ANYTHING ELSE BY MR. CLARK?
11 A. I WAS PAID TWICE WHILE WE WERE AT THE RESERVE; YES,
12 SIR.
13 Q. AT THE RESERVE?
14 A. YES, SIR.
15 Q. FAIR ENOUGH. WHEN YOU MOVED TO LAFAYETTE PARK, WERE
16 YOU PAID ANYTHING? OTHER THAN THAT MONEY YOU JUST
17 TOLD US ABOUT, WERE YOU PAID ---
18 A. THAT WAS THE ---
19 Q. WAIT A MINUTE. WERE YOU PAID ANYTHING FOR THE WORK
20 THAT YOU DID FOR MR. CLARK AT LAFAYETTE PARK?
21 A. NOT UNTIL THAT FRIDAY, NOT UNTIL THAT BLACK FRIDAY.
22 Q. FAIR ENOUGH. SO, THIS MONEY THAT HE PAID YOU THAT
23 BLACK FRIDAY, THE FRIDAY AFTER THANKSGIVING 2012,
24 WAS NOT WORKERS' COMP BENEFITS?
25 A. NO, SIR.

1 Q. THAT WAS PAY?
2 A. YES, SIR.
3 Q. WAS IT ALL YOU WERE OWED?
4 A. NO, SIR.
5 Q. OKAY. WHEN YOU GOT TO WORK ON THE MORNING OF
6 NOVEMBER 18TH, 2012, THAT SUNDAY, WERE YOU HAVING
7 ANY PAIN IN YOUR HEAD?
8 A. NO, SIR.
9 Q. WERE YOU HAVING ANY PAIN IN YOUR RIGHT SHOULDER?
10 A. NO, SIR.
11 Q. WERE YOU HAVING ANY PAIN IN YOUR LOWER BACK?
12 A. NO, SIR.
13 Q. WERE YOU HAVING ANY PAIN RADIATING THROUGH YOUR LEFT
14 BUTTOCK INTO YOUR LEFT LEG?
15 A. NO, SIR.
16 Q. THESE FIGURES THAT ARE REFLECTED, THEN, ON THE PIECE
17 OF PAPER THAT I SHOWED YOU AS FAR AS YOUR WAGES AND
18 HOURS ARE CONCERNED, SOME OF THOSE REFLECT MONEY
19 PAID; WOULD YOU AGREE WITH THAT?
20 A. YES, SIR.
21 Q. SOME OF THEM SIMPLY REFLECT WHAT YOU'RE OWED?
22 A. YES, SIR.
23 Q. BUT WE'RE NOT HERE AS FAR AS YOUR WAGES ARE
24 CONCERNED?
25 A. NO, SIR.

1 Q. AS FAR AS WHAT HE OWES YOU AS FAR AS YOUR PAY?

2 A. NO, SIR.

3 Q. OKAY. AND, SIR, YOU'RE ASKING THE COMMISSIONER TO
4 PROVIDE YOU WITH MEDICAL TREATMENT FOR THE INJURIES
5 YOU SUSTAINED THAT ARE STILL BOTHERING YOU AND
6 TEMPORARY TOTAL BENEFITS FROM THE DATE OF THE
7 ACCIDENT FORWARD?

8 A. YES, SIR.

9 BY MR. BASS:

10 THANK YOU. COMMISSIONER, I THINK THAT'S ALL WE
11 HAVE.

12 BY THE COMMISSIONER:

13 WE'LL TAKE A SHORT BREAK BEFORE YOU BEGIN
14 CROSS.

15 (OFF THE RECORD)

16 BY THE COMMISSIONER:

17 BACK ON THE RECORD. I BELIEVE WE'RE FINISHED
18 WITH DIRECT, AND CROSS EXAMINATION, WE'LL START WITH
19 -- JUST IN A ROW. WE CAN START WITH BUILDERS
20 FIRSTSOURCE.

21 BY MR. HYLTON:

22 OKAY.

23 CROSS EXAMINATION BY MR. HYLTON:

24 Q. MR. RANSOM, HOW MANY HOURS A WEEK WOULD YOU WORK?

25 A. HOW MANY HOURS A WEEK WOULD I WORK?

1 Q. YES. DO YOU KNOW HOW MANY HOURS A WEEK YOU WORKED?

2 A. AS FAR AS HOW MANY HOURS A WEEK WOULD I WORK OR -- I
3 DON'T UNDERSTAND YOUR QUESTION.

4 Q. I GUESS MY QUESTION IS, YOU DON'T KNOW HOW MANY
5 HOURS A WEEK YOU WORKED, DID YOU?

6 A. YES, I KNOW HOW MANY HOURS A WEEK I WORKED.

7 BY MR. BASS:

8 COMMISSIONER, MAY I ASK THE WITNESS TO SPEAK
9 UP, PLEASE?

10 BY THE COMMISSIONER:

11 YES, SIR. WE -- ALL OF US NEED -- I CAN HEAR
12 YOU, BUT ALL OF US NEED TO HEAR YOU.

13 BY THE WITNESS:

14 OKAY.

15 CROSS EXAMINATION RESUMED BY MR. HYLTON:

16 Q. ON AVERAGE, YOU DON'T KNOW HOW MANY HOURS A WEEK YOU
17 WOULD WORK, DO YOU?

18 A. ON AVERAGE?

19 Q. YES.

20 A. NO, SIR.

21 Q. OKAY. AND, AGAIN, WHEN YOU WERE PAID, YOU WERE PAID
22 STRAIGHT TIME; YOU WEREN'T PAID OVERTIME, WERE YOU?

23 A. YES, SIR.

24 Q. DO YOU REMEMBER MY DEPOSITION THAT TOOK OF YOU ON
25 APRIL 18 OF 2013?

1 A. YES, SIR; I DO.

2 BY THE COMMISSIONER:

3 LET ME MAKE SURE I UNDERSTAND WHAT THE QUESTION
4 IS FIRST.

5 BY MR. HYLTON:

6 THAT HE WAS PAID STRAIGHT TIME; HE WASN'T PAID
7 ADDITIONAL TIME-AND-A-HALF OVERTIME.

8 BY THE COMMISSIONER:

9 OKAY.

10 CROSS EXAMINATION RESUMED BY MR. HYLTON:

11 Q. SO MY QUESTION ON -- I'M STARTING ON LINE 11 ON PAGE
12 20. IT SAYS, QUESTION, "WHEN YOU WORKED 50 HOURS,
13 WOULD HE PAY YOU OVERTIME OR STILL YOU JUST GOT THE
14 STRAIGHT \$14 AN HOUR?" AND YOU ANSWERED, "JUST
15 STRAIGHT." IS THAT CORRECT?

16 A. YES, SIR; I DID.

17 Q. SO YOU AGREE YOU GOT PAID JUST THE STRAIGHT AMOUNT
18 OF TIME; YOU DIDN'T GET PAID OVERTIME?

19 A. I AGREE THAT THAT'S WHAT I SAID IN THAT DEPOSITION.

20 Q. HOW MUCH MONEY WERE YOU EXPECTING TO MAKE THAT YEAR?

21 A. I DON'T FIGURE IT BY THE YEAR.

22 Q. HOW MUCH DID YOU MAKE THE YEAR PRIOR?

23 A. I'M NOT -- I'M NOT SURE. I THINK -- IT WOULD HAVE
24 TO BE A GUESS. I'M NOT SURE.

25 Q. SO YOU DON'T KNOW HOW MUCH YOU WERE PLANNING ON

1 MAKING? HAVE YOU EVER MADE \$50,000?

2 A. YES, SIR.

3 Q. SO YOU WERE EXPECTING -- BASED ON YOUR SALARY OF A
4 LITTLE OVER \$1,000 A WEEK, YOU WERE EXPECTING TO
5 MAKE \$50,000 THIS YEAR; IS THAT WHAT YOU'RE
6 TESTIFYING?

7 A. NO, SIR.

8 Q. YOU WEREN'T EXPECTING TO MAKE 50,000?

9 A. NO, SIR.

10 Q. HOW MUCH ARE YOU EXPECTING TO MAKE?

11 A. THERE WAS NO WAY -- THERE WAS NO WAY TO TELL THAT.
12 THE HOUSING MARKET IS ---

13 Q. SO HOW MUCH WOULD YOU EXPECT TO MAKE?

14 BY MR. BASS:

15 COMMISSIONER, I'M NOT SURE SPECULATION WOULD BE
16 RELEVANT AT THIS POINT AS FAR AS WHAT HE WAS
17 EXPECTING TO MAKE. I THINK THERE'S A RECORD AS TO
18 WHAT HE WAS MAKING.

19 BY MR. HYLTON:

20 I THINK WE USE THAT ON THE FORM 20. THERE'S
21 ALTERNATE WAYS TO DO THE FORM 20 TO GET THE BEST
22 RESULT POSSIBLE. SO, THE EXPECTATION OF HOW MUCH HE
23 WAS GOING TO MAKE IF HE SAYS THE INDUSTRY WASN'T UP
24 AND DOWN AND THAT HE DOESN'T KNOW HOW MUCH HE WAS
25 GOING TO MAKE, HE DOESN'T WORK EVERY WEEK, AND

1 WASN'T EXPECTING TO MAKE 50, WELL, WE NEED TO KNOW
2 HOW MUCH HE WAS EXPECTING TO MAKE FOR AN ACCURATE
3 ASSESSMENT. THAT'S WHAT WE'RE HERE TO DO WITH
4 REGARD TO AVERAGE WEEKLY WAGE.

5 BY THE COMMISSIONER:

6 I'LL ALLOW THE QUESTION.

7 CROSS EXAMINATION RESUMED BY MR. HYLTON:

8 Q. SO HOW MUCH WOULD YOU EXPECT TO MAKE IN A YEAR?

9 A. A GOOD YEAR, YOU COULD MAKE MORE THAN \$50,000.

10 Q. THIS YEAR, WHILE YOU WERE WORKING FOR MR. CLARK, HOW
11 MUCH WERE YOU EXPECTING TO MAKE?

12 A. WE WERE EXPECTING TO HAVE A PRETTY GOOD -- I WAS
13 EXPECTING US TO HAVE A PRETTY GOOD YEAR.

14 Q. OKAY. SO HOW MUCH WERE YOU EXPECTING TO MAKE?

15 A. I DON'T KNOW. I COULDN'T PUT A DOLLAR VALUE ON IT.

16 Q. BUT YOU DON'T THINK IT WAS GOING TO BE \$50,000?

17 A. I DIDN'T KNOW. I STILL DON'T KNOW WHAT MIGHT HAVE
18 BEEN.

19 Q. NOW, ON THE MORNING OF THE ACCIDENT YOU TALKED TO
20 JOHN CLARK THAT MORNING BEFORE YOU GOT TO THE JOB
21 SITE, DIDN'T YOU?

22 A. HE SAYS WE DID.

23 Q. IS YOUR -- WHAT'S YOUR CELL PHONE NUMBER?

24 A. 910-918-1190.

25 Q. I'M GOING TO SHOW YOU APA PAGE 36, A T-MOBILE

1 RECORD. ON 11/18 AT 7:23 A.M. I'M SHOWING AN
2 INCOMING CALL. IS THAT YOUR PHONE NUMBER, 910-918-
3 1190?

4 A. YES, SIR.

5 Q. AND YOU ALL TALKED FOR FOUR MINUTES?

6 A. THAT'S WHAT THAT SAYS; YES, SIR.

7 Q. BUT YOU DON'T KNOW WHAT YOU TALKED ABOUT?

8 A. I DON'T REMEMBER THE CONVERSATION AT ALL.

9 Q. WHY WOULD YOU CALL HIM?

10 A. IT'S MY BOSS. I CALL HIM -- IF YOU HAD MORE
11 RECORDS, YOU'D SEE A LOT OF CALLS ON THERE FROM ME
12 TO HIM AND A LOT ON THERE FROM HIM TO ME.

13 Q. BUT YOU DON'T REMEMBER CALLING HIM AT 7:23 ON A
14 SUNDAY MORNING AND TALKING FOR FOUR MINUTES?

15 A. NO, SIR.

16 Q. YOU HAD THAT TARP SATURDAY NIGHT, CORRECT?

17 A. YES, SIR.

18 Q. BUT DIDN'T PUT IT UP SATURDAY NIGHT?

19 A. NO, SIR.

20 Q. AND YOU SAID YOU ARRIVED AT THE JOB SITE AT 7:30?

21 A. I BELIEVE I SAID SOMEWHERE BETWEEN 7:30 AND 8:00.

22 Q. OKAY. SO YOU WOULD HAVE CALLED HIM FROM YOUR HOUSE?
23 HOW LONG DID IT TAKE YOU TO GET TO THAT JOB SITE?

24 A. EXCUSE ME?

25 Q. FROM YOUR HOUSE TO THAT JOB SITE, HOW LONG DID IT

- 1 TAKE YOU TO GET THERE?
- 2 A. ABOUT 30 MINUTES.
- 3 Q. SO YOU WOULD HAVE CALLED HIM ON YOUR WAY? IF YOU
- 4 HAD CALLED HIM AT 7:23, THAT WOULD HAVE BEEN ON YOUR
- 5 WAY TO THE JOB SITE?
- 6 A. IT WOULD HAVE BEEN AT SOME POINT ALONG THE DRIVE,
- 7 YES.
- 8 Q. AND YOU WOULDN'T WANT JUST TO TURN AROUND IF YOU
- 9 WERE TOLD NOT TO WORK THAT DAY, WOULD YOU? IT WOULD
- 10 BE A WASTED DAY, WOULDN'T IT?
- 11 A. I WOULD HAVE TURNED AROUND AND WENT HOME IF HE HAD
- 12 TOLD ME NOT TO WORK.
- 13 Q. AND YOU TESTIFIED THAT THE OTHER PEOPLE WERE
- 14 SUPPOSED TO SHOW UP AT 8:00, CORRECT?
- 15 A. YES, SIR.
- 16 Q. BUT, AGAIN, YOU ONLY ASSUME THEY SHOWED UP THAT DAY,
- 17 CORRECT, AT 8:00?
- 18 A. I WAS UNCONSCIOUS AT THE TIME. I DON'T KNOW WHAT
- 19 TIME THEY SHOWED UP. I KNOW THEY WERE THERE WHEN I
- 20 WOKE UP.
- 21 Q. AND AFTER YOU ARRIVED, YOU FELL TEN TO TWENTY
- 22 MINUTES AFTER ARRIVING ON THE JOB SITE, CORRECT?
- 23 A. I'M NOT SURE HOW LONG AFTER. IT'S SOMEWHERE IN THAT
- 24 -- I MEAN, I'M SURE 20 MINUTES IS PROBABLY TOO MUCH
- 25 TIME AND TEN IS PROBABLY NOT ENOUGH. I'M NOT SURE

1 EXACTLY, BUT ---

2 Q. RIGHT. NOT SURE EXACTLY, BUT YOU'RE SURE IT'S
3 SOMEWHERE BETWEEN TEN AND TWENTY MINUTES?

4 BY MR. BASS:

5 COMMISSIONER, COMMISSIONER, MAY I ASK
6 PERMISSION FOR MY CLIENT TO FINISH HIS ANSWER BEFORE
7 MR. HYLTON CUTS HIM OFF?

8 BY MR. HYLTON:

9 I THOUGHT HE WAS FINISHED. I'M SORRY. PLEASE
10 GO AHEAD.

11 WITNESS RESUMES:

12 A. I'M NOT EXACTLY SURE HOW MUCH TIME FROM THE TIME
13 THAT I GOT THERE 'TIL THE TIME THAT I FELL. I'M NOT
14 100 PERCENT SURE ON EXACTLY HOW LONG THAT WOULD HAVE
15 BEEN.

16 CROSS EXAMINATION RESUMED BY MR. HYLTON:

17 Q. BUT YOU'RE SURE IT'S BETWEEN TEN AND TWENTY MINUTES?
18 YOU SAID TWENTY WOULD BE TOO LONG, TEN WOULD BE TOO
19 SHORT?

20 A. PROBABLY SOMEWHERE AROUND IN THERE.

21 Q. DO YOU KNOW HOW LONG YOU WERE HANGING?

22 A. NO, SIR.

23 Q. AND IF YOUR PEOPLE WERE SUPPOSED TO SHOW UP -- THE
24 OTHER PEOPLE ON THE JOB SITE WERE SUPPOSED TO SHOW
25 UP AT EIGHT AND SEEN YOU HANGING, WOULDN'T THEY HAVE

1 CALLED EMS AT THAT TIME?

2 BY MR. BASS:

3 AGAIN, COMMISSIONER, CALLS FOR SPECULATION.

4 NOT RELEVANT.

5 CROSS EXAMINATION RESUMED BY MR. HYLTON:

6 Q. DID THEY CALL EMS AT THE TIME THEY CAME ON THE JOB
7 SITE?

8 A. I DON'T KNOW.

9 Q. DO YOU KNOW IF EITHER OF THEM CALLED EMS?

10 A. I DON'T KNOW.

11 BY MR. BASS:

12 COMMISSIONER, AGAIN, I'M GOING TO HAVE TO ASK
13 MY OWN CLIENT TO SPEAK UP SO HIS OWN LAWYER CAN HEAR
14 HIM.

15 BY THE WITNESS:

16 SORRY.

17 CROSS EXAMINATION RESUMED BY MR. HYLTON:

18 Q. NOW, YOU WERE TAKEN TO GRAND STRAND, CORRECT?

19 A. YES.

20 Q. YOU DIDN'T HIT YOUR HEAD IN THAT FALL, DID YOU?

21 A. YES, SIR.

22 Q. ON PAGE FIVE, WOULD YOU AGREE THAT IT SAYS, "NO BLOW
23 TO THE HEAD OR NECK PAIN"?

24 BY THE COMMISSIONER:

25 YOU'RE REFERRING TO THE APAs?

1 BY MR. HYLTON:

2 APA PAGE FIVE OF THE CLAIMANT'S APA.

3 WITNESS ANSWERS:

4 A. YES, SIR; THAT'S WHAT IT SAYS UNDERLINED RIGHT
5 THERE.

6 CROSS EXAMINATION RESUMED BY MR. HYLTON:

7 Q. AND THAT'S WHAT YOU WOULD HAVE TOLD THEM, CORRECT?

8 A. WHAT I TOLD WHO?

9 Q. THE E.R. DOCTOR, THAT YOU HAD NO BLOW TO THE HEAD?

10 A. I DIDN'T TELL THE E.R. DOCTOR THAT.

11 Q. SO THAT'S AN ERROR IN THE REPORT? YES OR NO?

12 A. IT WOULD HAVE TO BE BECAUSE I DID HIT MY HEAD.

13 Q. IN FACT, THEY DID A PHYSICAL EXAMINATION OF YOUR
14 HEAD, TOO, AND IT WAS NON-TENDER, CORRECT?

15 A. I DON'T REMEMBER THAT.

16 Q. BUT YOU BELIEVE YOUR HEAD WAS TENDER THAT DAY; IT
17 WAS HURTING?

18 A. YES, SIR.

19 Q. SO THAT WOULD BE AN ERROR IN THAT REPORT, TOO?

20 A. IT WOULD HAVE TO BE.

21 BY MR. BASS:

22 COMMISSIONER, WOULD YOU PLEASE ASK THE WITNESS

23 TO SPEAK UP SO I CAN HEAR HIM?

24 BY THE COMMISSIONER:

25 MR. RANSOM, WE ALL HAVE TO HEAR YOU.

1 BY THE WITNESS:

2 I'M SORRY. I'M SORRY. I APOLOGIZE.

3 CROSS EXAMINATION RESUMED BY MR. HYLTON:

4 Q. AND AFTER THAT E.R. VISIT, YOU HAD NO MEDICAL
5 TREATMENT UP UNTIL YOUR ATTORNEY SENT YOU TO DR. --
6 OR TO STRAND ORTHOPEDICS ON MARCH 25TH, 2013; IS
7 THAT CORRECT?

8 A. YES, SIR.

9 Q. AND, AGAIN, AT THIS TIME YOU CAN LIFT 30 POUNDS,
10 CORRECT?

11 A. YES, SIR.

12 Q. AND AFTER THIS ACCIDENT YOU WENT OVER TO MR. CLARK'S
13 HOUSE AND GOT YOUR TOOLS AND WAS ABLE TO LOAD A
14 LADDER ONTO YOUR TRUCK, WEREN'T YOU?

15 A. NO, SIR; I WAS NOT.

16 Q. THIS DOCUMENT THAT YOUR ATTORNEY SHOWED YOU, DID YOU
17 FILL THIS OUT INCREMENTALLY OR WAS THIS ALL FILLED
18 OUT ON THE SAME DAY? DID YOU JUST FILL THAT OUT ON
19 THE SAME DAY, OR WAS THIS FILLED OUT -- ON AUGUST
20 6TH DID YOU ENTER, AUGUST 11TH DID YOU ENTER, OR DID
21 YOU TYPE THIS ALL UP AT ONE TIME BASED ON YOUR
22 NOTES?

23 A. THIS WAS ALL TYPED UP AT ONE TIME.

24 Q. AT ONE TIME?

25 A. YES.

1 BY MR. HYLTON:

2 I OBJECT. THAT IS A ONE-TIME DOCUMENT. IT'S
3 NOT THE ORIGINAL OF EVERYTHING HE HAD WRITTEN DOWN.
4 I'LL RENEW MY OBJECTION TO THIS REPORT, THAT HIS
5 TESTIMONY WAS IT WAS NOT ENTERED INCREMENTALLY EACH
6 TIME HE ENTERED IT, SO IT'S NOT THE BEST EVIDENCE.

7 BY THE COMMISSIONER:

8 THE FOUNDATION WAS ESTABLISHED FOR THE
9 SYNOPSIS. I WILL WEIGH THAT WITH REGARDS TO
10 CREDIBILITY.

11 BY MR. HYLTON:

12 OKAY.

13 CROSS EXAMINATION RESUMED BY MR. HYLTON:

14 Q. AGAIN, YOU DO NOT HAVE THE ORIGINAL DOCUMENTS THAT
15 YOU WROTE DOWN EACH INDIVIDUAL TIME FROM, CORRECT?

16 A. I DON'T HAVE THE BOOK THAT THAT TIME WAS WRITTEN
17 DOWN IN ANYMORE, NO.

18 Q. WHEN DID YOU TYPE THIS UP?

19 A. I'M NOT SURE.

20 Q. WAS IT BEFORE OR AFTER YOUR DEPOSITION THAT I TOOK?

21 A. IT WAS BEFORE.

22 Q. IT WAS BEFORE APRIL 18TH, 2013, THAT YOU TYPED THAT
23 LIST UP?

24 A. YES, SIR.

25 Q. WHO ASKED YOU TO TYPE THAT LIST UP?

1 A. NOBODY ASKED ME TO TYPE IT UP.

2 Q. YOU DECIDED TO TYPE IT BY YOURSELF?

3 A. MY FIANCEE DID; YES, SIR.

4 Q. SO YOUR FIANCEE ASKED YOU TO TYPE IT UP?

5 A. NO, MY FIANCEE DECIDED TO TYPE IT UP.

6 Q. OH, SO YOU DIDN'T TYPE THIS UP; YOUR FIANCEE DID?
7 YOU DIDN'T TYPE THIS; YOUR FIANCEE TYPED IT?

8 A. YES, SIR.

9 BY MR. HYLTON:

10 RENEW MY OBJECTION AGAIN, COMMISSIONER. THIS
11 ISN'T HIM TYPING; THIS IS HIS WIFE TYPING, OR
12 FIANCEE. I DON'T BELIEVE THAT LIST CAN BE RELIED
13 UPON. I BELIEVE HIS TESTIMONY ABOUT IT CAN, BUT I
14 DON'T BELIEVE THE DOCUMENT ITSELF CAN BE SUBMITTED
15 INTO EVIDENCE.

16 BY THE COMMISSIONER:

17 I'M GOING TO HAVE TO GO BACK OVER THE DIRECT
18 TESTIMONY PROBABLY. MR. BASS, YOUR POSITION?

19 BY MR. BASS:

20 COMMISSIONER, THIS IS -- THIS IS EITHER PAST
21 RECOLLECTION RECORDED. IT'S -- HE'S TESTIFIED THAT
22 THE FIGURES ON THERE ARE CORRECT BASED ON THE
23 CONTENTS OF RECORDS THAT HE KEPT IN THE NORMAL
24 COURSE OF HIS -- IN THE NORMAL COURSE OF HIS
25 EMPLOYMENT. AND ALSO, AS FAR AS WORKERS'

1 COMPENSATION CLAIMS ARE CONCERNED, COMMISSIONER,
2 THERE'S REALLY NOT SUPPOSED TO BE ANY OBJECTIONS.
3 THESE ARE THE TYPES OF THINGS WHICH ARE SUPPOSED TO
4 BE SUBMITTED UNDER THE ADMINISTRATIVE PROCEDURES ACT
5 AS SUMMARIES OF OTHER DOCUMENTS.

6 BY THE COMMISSIONER:

7 OKAY. I AM GOING TO ALLOW THE SUMMARY WITH
8 REGARDS TO THE RECOLLECTION. HOWEVER, AT THE END OF
9 ALL THE TESTIMONY WITH REGARDS TO THE CLAIMANT, I
10 CAN REEVALUATE THAT, MR. HYLTON. AT THIS POINT IN
11 TIME I AM REALLY NOT SURE THE BASIS OF THE
12 PREPARATION NOW. I WILL HAVE TO GO BACK AND LOOK
13 THROUGH THE DIRECT TESTIMONY AND THE CROSS AND ANY
14 REDIRECT.

15 CROSS EXAMINATION RESUMED BY MR. HYLTON:

16 Q. DID YOU ALL NORMALLY WORK ON SUNDAYS?

17 A. NORMALLY, NO.

18 Q. SO IT WAS UNUSUAL FOR YOU TO WORK ON A SUNDAY AT
19 7:30 IN THE MORNING ON A ROOF?

20 A. DEFINE UNUSUAL.

21 Q. THAT'S NOT SOMETHING YOU DID NORMALLY WITH YOUR WORK
22 WITH JOHN CLARK, WAS IT?

23 A. NOT EVERY WEEK.

24 BY MR. HYLTON:

25 THAT'S ALL THE QUESTIONS I HAVE.

1 BY THE COMMISSIONER:

2 CROSS EXAMINATION BY THE FUND?

3 BY MS. GLOVER:

4 YES, MA'AM.

5 CROSS EXAMINATION BY MS. GLOVER:

6 Q. MR. RANSOM, GOING BACK TO YOUR TESTIMONY, YOU SAID
7 THAT ON THE SATURDAY BEFORE THIS INCIDENT OCCURRED
8 AFTER WORK YOU ALL HAD A MEETING, CORRECT, ABOUT
9 COMING TO WORK ON SUNDAY? WHAT TIME WERE YOU ALL
10 INSTRUCTED BY MR. CLARK TO BE THERE?

11 A. OUR NORMAL TIME.

12 Q. OKAY. AND WHAT WAS THAT NORMAL TIME?

13 A. THAT WOULD BE 8:00.

14 Q. BUT YOU TESTIFIED THAT YOU WOULD NORMALLY GET THERE
15 AROUND 7:30, OR 30 MINUTES BEFORE?

16 A. YES, MA'AM.

17 Q. NOW, YOU TESTIFIED YOU BELIEVE YOU ARRIVED BETWEEN
18 7:30 AND 8:00 A.M.?

19 A. YES, MA'AM.

20 Q. WAS THERE ANYONE ELSE THERE WHEN YOU ARRIVED?

21 A. NO, MA'AM.

22 Q. AND YOU SAID IT WAS COLD AND DRIZZLING?

23 A. YES, MA'AM.

24 Q. NOW, HOW LONG AFTER YOU ARRIVED WERE YOU UP ON THE
25 ROOF? HOW LONG DID IT TAKE YOU TO GET THE TARP, PUT

1 YOUR LADDER UP, AND GET UP ON THE ROOF?

2 A. I'M NOT -- I'M NOT SURE. SOME -- SOMEWHERE BETWEEN

3 TEN, TWENTY MINUTES.

4 Q. OKAY. NOW, ONCE YOU WERE UP ON THE ROOF, DID YOU

5 NOTICE OF ANY OF YOUR COWORKERS HAD ARRIVED?

6 A. NO, MA'AM.

7 Q. NOW, WHEN YOU WERE -- YOU SAID YOU HAD STARTED THE

8 PROCESS -- YOU HAD ALREADY STRAPPED INTO THE SAFETY

9 HARNESS AND YOU STARTED THE PROCESS OF PUTTING THE

10 TARP DOWN?

11 A. YES, MA'AM.

12 Q. DURING THAT TIME, LET'S SAY AFTER YOU GOT THE SAFETY

13 HARNESS ON, DID YOU NOTICE IF ANY OF YOUR COWORKERS

14 WERE THERE?

15 A. NO, MA'AM.

16 Q. ONCE YOU STARTED LAYING THE TARP OUT, DID YOU NOTICE

17 IF ANY OF YOUR COWORKERS WERE THERE?

18 A. NO, MA'AM.

19 Q. AND YOU SAID THE WIND PICKED UP, AND THAT'S WHEN IT

20 SPUN YOU AROUND AND YOU FELL?

21 A. YES, MA'AM.

22 Q. WHO WERE YOU EXPECTING TO SHOW UP FOR WORK?

23 A. ROBERT AUSTIN, RICK, HARLEY, JAMES BRAY, DAVID

24 SWEAT, JOHN GROZIA, THE -- BASICALLY EVERYBODY.

25 Q. OKAY. AND WHEN YOU REGAINED CONSCIOUSNESS AND THE

1 EMS PERSONNEL GOT YOU DOWN, YOU SAID YOU NOTICED
2 THAT SOME OF THE COWORKERS WERE THERE. WHO DID YOU
3 SEE THERE?

4 A. HARLEY, ROBERT AUSTIN, RICK, AND I BELIEVE THAT'S
5 IT. THAT'S ALL THE ONES THAT I SAW BEFORE THEY
6 LOADED ME UP.

7 Q. OKAY. DID YOU SEE MR. BRAY OR MR. SWEAT OUT THERE?

8 A. NO, MA'AM.

9 Q. AND DO YOU HAVE ANY IDEA WHO WOULD HAVE CALLED EMS?

10 A. I HAVE AN IDEA, BUT IT'S PURELY SPECULATION.

11 Q. OKAY. WELL, THEN YOU CAN'T TESTIFY TO THAT THEN.

12 OKAY. AND YOU DON'T RECALL THE NATURE OF YOUR
13 CONVERSATION THAT YOU HAD WITH MR. CLARK ON THAT
14 SUNDAY MORNING?

15 A. NO, MA'AM. I DON'T EVEN REMEMBER HAVING A
16 CONVERSATION.

17 BY MS. GLOVER:

18 I DON'T HAVE ANY OTHER QUESTIONS.

19 BY THE COMMISSIONER:

20 DO YOU HAVE ANY CROSS EXAMINATION, MR. CLARK?

21 BY MR. CLARK:

22 NO, THEY BASICALLY ASKED EVERYTHING I CAN THINK
23 OF.

24 BY THE COMMISSIONER:

25 ANY REDIRECT?

1 BY MR. BASS:

2 YES.

3 REDIRECT EXAMINATION BY MR. BASS:

4 Q. I KNOW MR. HYLTON WAS JUST DOING HIS JOB, BUT I'M
5 GOING TO POINT OUT A COUPLE OF THINGS THAT HE LEFT
6 OUT. I'M GOING TO SHOW YOU PAGE 42 OF YOUR
7 DEPOSITION. DO YOU REMEMBER WHEN MR. HYLTON ASKED
8 YOU WHETHER OR NOT YOU SAID IN YOUR DEPOSITION THAT
9 YOU WERE JUST PAID STRAIGHT TIME AND WEREN'T PAID
10 TIME-AND-A-HALF?

11 A. YES, SIR.

12 Q. OKAY. AND I WANT YOU TO TURN TO PAGE 42, AND I WANT
13 YOU TO READ THE QUESTION. WELL, I'LL READ THE
14 QUESTION; YOU READ THE ANSWER THAT YOU GAVE. THIS
15 IS ON LINE FIVE, PAGE 42. "OKAY, OKAY. YOU HAVE
16 OVERTIME PAY HERE. YOU WEREN'T PAID OVERTIME,
17 THOUGH, CORRECT?" READ WHAT YOU SAID DURING YOUR
18 DEPOSITION.

19 A. "WE WERE PAID EVERYTHING OVER -- EVERYTHING OVER 40
20 -- EVERYTHING UP TO 40 HOURS WAS OUR REGULAR PAY,
21 AND THEN EVERYTHING AFTER THAT WAS TIME-AND-A-HALF,
22 JUST LIKE A NORMAL REGULAR JOB."

23 Q. THEN YOU WERE ASKED, "YOU JUST TOLD ME EARLIER YOU
24 WERE PAID 14 HOURS STRAIGHT TIME?" WHAT WAS YOUR
25 ANSWER?

- 1 A. "FOR OUR STRAIGHT TIME WE WERE PAID \$14 AN HOUR, \$14
2 AN HOUR, OR I WAS PAID \$14 AN HOUR FOR MY STRAIGHT
3 TIME."
- 4 Q. "OKAY." AND, AGAIN, READ YOUR ANSWER.
- 5 A. "WHICH ENDS AT 40 HOURS A WEEK."
- 6 Q. "OKAY." SO LATER IN YOUR DEPOSITION YOU CLARIFIED
7 WHAT YOU SAID?
- 8 A. YES, SIR.
- 9 Q. MR. HYLTON DIDN'T BRING THAT UP, DID HE?
- 10 A. NO, SIR.
- 11 Q. LET'S TALK ABOUT SOMETHING ELSE THAT MR. HYLTON LEFT
12 OUT. DO YOU REMEMBER WHEN HE SHOWED YOU PART OF
13 YOUR EMERGENCY ROOM RECORD?
- 14 A. YES, SIR.
- 15 Q. OKAY. I'M LOOKING AT PAGE NINE OF THE APAs, WHICH
16 IS THE EMERGENCY ROOM REPORT FROM GRAND STRAND
17 REGIONAL MEDICAL CENTER. ON THE BOTTOM IT SAYS PAGE
18 FIVE OF SIX. ALL RIGHT. HE WAS ASKING YOU WHETHER
19 YOU SUFFERED A BLOW TO THE HEAD. I WANT YOU --
20 UNDER "CLINICAL IMPRESSION" I WANT YOU TO READ WHAT
21 IT SAYS ON THE THIRD LINE AFTER THAT.
- 22 A. "MULTIPLE CONTUSIONS TO THE SCALP, ABDOMEN, AND
23 BACK, RIGHT KNEE, AND LEFT SHOULDER."
- 24 Q. AND THE RECORDS GO ON TO SAY YOU HAD A C.T. SCAN OF
25 THE HEAD?

1 A. YES, SIR.

2 Q. ACTUALLY, THE BRAIN, I GUESS, IS WHAT IT WAS
3 TECHNICALLY OF.

4 BY MR. BASS:

5 EXCUSE ME JUST A MOMENT, COMMISSIONER.

6 BY THE COMMISSIONER:

7 CERTAINLY.

8 REDIRECT EXAMINATION RESUMED BY MR. BASS:

9 Q. ALL RIGHT. ON PAGE ONE OF SIX, WHERE IT SAYS,
10 "HISTORY OF PRESENT ILLNESS," WHAT DOES IT READ
11 THERE? THIS IS ABOUT MIDDLE OF THE PAGE.

12 A. "PATIENT DID HAVE POSITIVE L.O.C."

13 Q. OKAY. LOSS OF CONSCIOUSNESS?

14 A. YES, SIR.

15 Q. YOU DID LOSE CONSCIOUSNESS?

16 A. YES, SIR.

17 Q. OKAY. AND ON PAGE FIVE OF SIX, AGAIN THE SAME
18 RECORD, THIS IS PAGE NINE OF THE APAs. ABOVE THE
19 LINE THAT I ASKED YOU TO READ THE FIRST TIME, WHAT
20 IS THAT LINE UNDER "CLINICAL IMPRESSION"?

21 A. "MINOR CLOSED HEAD INJURY."

22 Q. SO, AGAIN, MR. HYLTON LEFT THAT OUT, DIDN'T HE?

23 A. YES, SIR.

24 Q. ALL RIGHT. LET ME ASK YOU A QUESTION AS FAR AS YOUR
25 RECOLLECTION AS FAR AS WHEN YOU GOT THERE AND WHEN

1 COWORKERS GOT THERE AND ALL THAT KIND OF STUFF. THE
2 TIMES THAT YOU HAVE TESTIFIED TO AS FAR AS WHEN YOU
3 GOT THERE, WHEN THE OTHERS MAY HAVE SHOWN UP, IS
4 THAT AN ESTIMATE ON YOUR PART?

5 A. YES, SIR.

6 Q. YOU'RE NOT SAYING THAT'S EXACTLY WHEN EVERYBODY GOT
7 THERE?

8 A. NO, SIR.

9 Q. AND AS FAR AS JAMES BRAY AND DAVID SWEAT, ARE YOU
10 CLAIMING TO KNOW WHILE YOU WERE ON THE GURNEY EVERY
11 SINGLE PERSON WHO WAS PRESENT ON THE WORK SITE AS
12 YOU WERE BEING TAKEN TO THE AMBULANCE?

13 A. NO, SIR.

14 Q. COULD THEY HAVE BEEN PRESENT AND YOU JUST NOT KNOWN
15 IT?

16 A. ABSOLUTELY.

17 Q. AND, AGAIN, AS FAR AS YOUR TESTIMONY ABOUT WHO YOU
18 REMEMBER BEING THERE WHEN YOU FELL, AGAIN, THAT'S
19 THE BEST OF YOUR RECOLLECTION?

20 A. YES, SIR.

21 Q. THAT'S YOUR BEST ESTIMATE?

22 A. YES, SIR.

23 Q. OKAY. NOW, LET'S TALK ABOUT YOUR AVERAGE WEEKLY
24 WAGE. THE FIGURES THAT YOU USED FOR THIS, DID YOU
25 SUPERVISE THE TYPING OF THIS DOCUMENT?

- 1 A. YES, SIR.
- 2 Q. MR. HYLTON SAID -- OR ASKED YOU IF YOU KNEW HOW MANY
3 HOURS A WEEK YOU AVERAGED, AND YOU SAID YOU DIDN'T
4 KNOW. IS THAT RIGHT?
- 5 A. YES, SIR.
- 6 Q. OKAY. WITHOUT THE DOCUMENT?
- 7 A. NOT WITHOUT THE DOCUMENT.
- 8 Q. USING THE DOCUMENT, TELL US HOW MANY HOURS A WEEK --
9 EXCUSE ME -- HOW MANY HOURS OF WORK YOU AVERAGED A
10 WEEK WHEN YOU WERE WORKING FOR MR. CLARK. JUST GIVE
11 ME YOUR BEST ESTIMATE.
- 12 A. SIXTY-TWO, SIXTY-THREE.
- 13 Q. OKAY. RECALLING WHAT YOU CAN RECALL ABOUT YOUR
14 MONTHS OF WORK WITH MR. CLARK, IS THAT AN ACCURATE
15 ESTIMATE OF HOW MANY WEEKS YOU WORKED FOR MR. CLARK?
- 16 A. YES, SIR.
- 17 Q. DID YOU SUPERVISE THE TYPING OF THIS PIECE OF PAPER?
- 18 A. YES, SIR.
- 19 Q. DO YOU BELIEVE THAT THE FIGURES CONTAINED ON THE
20 PIECE OF PAPER ARE ACCURATE?
- 21 A. ABSOLUTELY.
- 22 Q. DOES LOOKING AT THAT DOCUMENT REFRESH YOUR
23 RECOLLECTION AS TO HOW MANY HOURS YOU AVERAGED A
24 WEEK WORKING FOR MR. CLARK?
- 25 A. YES, SIR.

1 Q. AND YOU JUST TESTIFIED THAT ESTIMATE WAS 62 HOURS?

2 A. YES, SIR.

3 Q. AND YOU WERE TO BE PAID TIME-AND-A-HALF?

4 A. YES, SIR.

5 Q. YOU DON'T THINK THAT MR. CLARK WOULD VIOLATE FEDERAL
6 LABOR LAW BY NOT PAYING YOU TIME-AND-A-HALF FOR
7 ANYTHING OVER 40, WOULD YOU?

8 A. I WOULDN'T THINK SO.

9 Q. NO, SIR. AND AS FAR AS THE CONVERSATION THAT YOU
10 MAY HAVE HAD WITH MR. CLARK ON THAT SUNDAY MORNING,
11 AGAIN, DID YOU WANT TO GO TO WORK ON THAT SUNDAY
12 MORNING?

13 A. NO, SIR.

14 Q. WHAT WAS THE TEMPERATURE?

15 A. I ---

16 Q. WELL, WAS IT COLD?

17 A. IT WAS COLD.

18 Q. OKAY. AND HAD YOU HAD A DISCUSSION WITH YOUR
19 FIANCEE THAT MORNING ABOUT YOU GOING TO WORK?

20 A. YES, SIR.

21 Q. WAS SHE HAPPY ABOUT IT?

22 A. NOT IN THE LEAST.

23 BY MR. HYLTON:

24 OBJECTION. IT'S SPECULATION AS TO WHAT SHE WAS
25 HAPPY ABOUT.

1 BY THE COMMISSIONER:

2 SUSTAINED.

3 BY MR. BASS:

4 OKAY. FAIR ENOUGH.

5 REDIRECT EXAMINATION RESUMED BY MR. BASS:

6 Q. BASED ON YOUR CONVERSATION WITH HER, DID YOU FEEL
7 THAT IT WAS IN YOUR BEST INTEREST TO STAY AT HOME IF
8 YOU COULD HAVE?

9 A. YES, SIR.

10 Q. HAD YOU BEEN TOLD, "JOHN (SIC), DON'T GET ON THAT
11 ROOF. IT'S RAINING," WHAT WOULD YOU HAVE DONE?

12 A. I WOULD HAVE GONE HOME.

13 Q. AND, AGAIN, WHEN YOU GOT ON THAT ROOF, THIS WAS
14 NOTHING THAT -- THIS WAS NOTHING YOU'RE DOING FOR
15 YOURSELF?

16 A. NO, SIR.

17 Q. YOU WERE ASKED WHETHER OR NOT IT WAS UNUSUAL THAT
18 YOU ALL WORKED ON SUNDAYS, AND YOU SAID THAT YOU
19 DIDN'T DO IT OFTEN. BUT YOU DID DO IT?

20 A. YES, SIR.

21 Q. AGAIN, WAS THERE ANY PARTICULAR REASON WHY YOU ALL
22 WANTED TO GET THAT HOUSE FINISHED? LET ME REPHRASE
23 THE QUESTION. HAD MR. CLARK EXPRESSED TO YOU A
24 REASON WHY HE WANTED TO FINISH THAT HOUSE QUICKLY?

25 A. YES, SIR.

1 Q. TELL US WHY.

2 A. THE HOUSE THAT WE HAD FINISHED PREVIOUS TO THAT
3 HOUSE HAD BEEN SLOW, AND FIRSTSOURCE, HIS BOSS AT
4 FIRSTSOURCE HAD TOLD HIM THAT IF THIS HOUSE WAS NOT
5 BROUGHT IN ON TIME THAT HE WOULDN'T HAVE ANYMORE
6 WORK WITH FIRSTSOURCE.

7 Q. AND YOU WERE ASKED WHETHER OR NOT -- YOU WERE ASKED
8 WHAT YOU EXPECTED TO MAKE THAT YEAR. WERE YOU
9 HOPING THAT MR. CLARK WOULD CONTINUE TO GET BUSINESS
10 FROM FIRSTSOURCE?

11 A. ABSOLUTELY.

12 Q. THIS DEVELOPMENT AT LAFAYETTE PARK IN LITTLE RIVER,
13 WAS THIS A BIG DEVELOPMENT?

14 A. YES, SIR.

15 Q. DID MR. CLARK TELL YOU ANYTHING ABOUT WHAT WOULD
16 HAPPEN IF HE GOT THE HOUSE THAT YOU WERE WORKING ON
17 DONE ON TIME?

18 A. THAT WE WOULD HAVE -- THAT HE WOULD HAVE THE
19 CONTRACT FOR ALL THE FRAMING OF LAFAYETTE PARK.

20 BY MR. BASS:

21 THANK YOU. THAT'S ALL I HAVE.

22 BY THE COMMISSIONER:

23 RECROSS?

24 RECROSS EXAMINATION BY MR. HYLTON:

25 Q. YOUR ATTORNEY SHOWED YOU PART OF THE MEDICAL RECORD

1 AGAIN, BUT HE DIDN'T SHOW YOU EVERYTHING AS WELL.
2 IF YOU GO DOWN TO THE NEXT PARAGRAPH, WOULD YOU
3 AGREE IT SAYS, "NO DIFFICULTY BREATHING, WEAKNESS,
4 OR HEADACHE"?

5 A. YES, SIR.

6 Q. OKAY. SO NO BLOW TO THE HEAD, NO HEADACHE. IS THAT
7 CORRECT OR IS THAT INCORRECT?

8 A. THAT'S INCORRECT.

9 Q. SO THIS MEDICAL DOCUMENT, WE CAN'T RELY ON WHAT IT
10 SAYS; IS THAT WHAT YOU'RE SAYING?

11 A. I KNOW THAT I HIT MY HEAD.

12 Q. BUT YOU AGREE THERE'S CONTRADICTIONS THROUGHOUT THIS
13 WHOLE MEDICAL RECORD?

14 A. I'VE NOT READ THAT WHOLE MEDICAL RECORD.

15 Q. FROM WHAT YOU'VE BEEN SHOWN HERE TODAY, DOES IT
16 CONTRADICT, SAYING THAT YOU'VE HIT YOUR HEAD, THAT
17 YOU HAVEN'T HIT YOUR HEAD?

18 A. I'VE BEEN SHOWN THINGS THAT SAY -- ONE SAYS ONE AND
19 ONE SAYS THE OTHER.

20 Q. CAN YOU RELY ON SOMETHING IF ONE THING SAYS ONE
21 THING AND ONE THING SAYS THE OTHER? CAN YOU RELY ON
22 THAT?

23 BY MR. BASS:

24 COMMISSIONER, THAT'S ARGUMENTATIVE. I THINK
25 IT'S NOT REALLY RELEVANT TO ASK HIM THAT.

1 BY MR. HYLTON:

2 I THINK IT'S -- HE CAN ANSWER THE QUESTION IF
3 THE DOCUMENT IS RELEVANT IN HIS OPINION.

4 BY THE COMMISSIONER:

5 WELL, HE CAN ANSWER THE QUESTION, BUT I'LL BE
6 THE ONE THAT'S ACTUALLY GOING TO BE WEIGHING THE
7 EVIDENCE.

8 BY MR. HYLTON:

9 RIGHT.

10 RE CROSS EXAMINATION RESUMED BY MR. HYLTON:

11 Q. SO IN YOUR OPINION CAN YOU RELY ON A DOCUMENT THAT
12 SAYS TWO DIFFERENT THINGS?

13 A. YES, SIR.

14 Q. HOW?

15 A. THE BIBLE RIGHT THERE SAYS TWO DIFFERENT THINGS ALL
16 THE WAY THROUGH IT.

17 Q. SO WE CAN RELY ON THAT YOU HAD NO BLOW TO THE HEAD
18 AND NO HEAD INJURY?

19 A. YOU CAN RELY THAT IT'S WRITTEN ON THAT PAPER. I
20 KNOW I HIT MY HEAD.

21 Q. YOU GOT TO THAT JOB SITE AND YOU SAID IT WAS WET AND
22 RAINING, CORRECT?

23 A. IT WAS WET. IT HAD BEEN RAINING. IT WAS DRIZZLING.
24 IT WAS COLD.

25 Q. SO WHAT WAS THE PURPOSE OF PUTTING THE TARP UP IF IT

1 ALREADY HAD RAINED?

2 A. TO WORK THE REST OF THE DAY.

3 Q. WHAT WERE YOU GOING TO BE DOING THE REST OF THE DAY?

4 A. WORKING UNDER -- INSIDE UNDER THAT TARP.

5 Q. DOING WHAT?

6 A. BUILDING WALLS, PUTTING IN CABLES, PUNCH LIST.

7 Q. IN THE RAIN, UNDER THE TARP, BUT IT WAS ALREADY WET;
8 IS THAT YOUR TESTIMONY? YOU WERE GOING TO DO THIS
9 WHILE IT WAS STILL WET ON THE GROUND UNDER A TARP ON
10 A SUNDAY AT 7:30 IN THE MORNING, IS THAT -- OR 8:00;
11 IS THAT YOUR TESTIMONY?

12 A. YES, 'SIR.

13 BY MR. HYLTON:

14 NO FURTHER QUESTIONS.

15 BY THE COMMISSIONER:

16 ANY RECROSS BY THE FUND?

17 BY MS. GLOVER:

18 JUST ONE.

19 RECROSS EXAMINATION BY MS. GLOVER:

20 Q. MR. RANSOM, THERE WERE A LOT OF DIAGNOSTIC TESTS
21 DONE, SUCH AS X-RAYS AND C.T. SCANS. THEY DID A
22 C.T. SCAN OF YOUR HEAD, CORRECT?

23 A. YES, MA'AM.

24 Q. DID THE DOCTOR COME BACK AND TELL YOU THAT YOU HAVE
25 BRAIN DAMAGE OR ANYTHING LIKE THAT?

1 A. NO, MA'AM.

2 Q. DID HE TELL YOU THAT YOUR C.T. SCAN WAS NORMAL?

3 A. I'M NOT -- I'M NOT SURE THAT HE -- I'M NOT SURE WHAT
4 HE SAID. I DON'T REMEMBER TALKING WITH HIM TO THAT
5 -- I DON'T KNOW WHAT HE SAID TO ME.

6 BY MS. GLOVER:

7 COMMISSIONER, I WOULD REFER YOU TO CLAIMANT'S
8 APA PAGE 23 FOR THE RESULTS OF THE HEAD C.T. THAT'S
9 ALL THE QUESTIONS THAT I HAVE.

10 BY THE COMMISSIONER:

11 DO YOU HAVE ANY QUESTIONS, SIR?

12 BY MR. CLARK:

13 NO, MA'AM.

14 BY THE COMMISSIONER:

15 ANYTHING FURTHER FROM THIS WITNESS?

16 BY MR. BASS:

17 NO, MA'AM.

18 BY THE COMMISSIONER:

19 THANK YOU. YOU CAN STEP DOWN, SIR. ANY
20 FURTHER WITNESSES ON BEHALF OF THE CLAIMANT?

21 BY MR. BASS:

22 YES, BRIEFLY.

23 (OFF THE RECORD)

24 BY THE COMMISSIONER:

25 YOUR NAME, SIR?

1 BY THE WITNESS:

2 JAMES BRAY.

3 BY THE COMMISSIONER:

4 THE LAST NAME?

5 BY THE WITNESS:

6 BRAY, B-R-A-Y.

7 BY THE COMMISSIONER:

8 IF YOU'LL HAVE A SEAT FOR ME, PLEASE, SIR.

9 RAISE YOUR RIGHT HAND.

10 * * * * *

11 THE WITNESS WAS DULY SWORN TO TELL THE TRUTH, THE
12 WHOLE TRUTH, AND NOTHING BUT THE TRUTH CONCERNING THE
13 MATTER HEREIN:

14 JAMES BRAY,

15 BEING FIRST DULY SWORN, TESTIFIED ON HIS OATH AS
16 FOLLOWS:

17 BY THE COMMISSIONER:

18 YOUR WITNESS.

19 DIRECT EXAMINATION BY MR. BASS:

20 Q. YOUR NAME IS JAMES BRAY?

21 A. YES, SIR.

22 Q. WHAT IS YOUR PROFESSION?

23 A. I'M A CARPENTER.

24 Q. HAVE YOU WORKED FOR JOHN CLARK?

25 A. YES, SIR.

- 1 Q. WHEN DID YOU START WORKING FOR JOHN CLARK?
- 2 A. THE SUMMER OF OCTOBER -- OR THE SUMMER OF 2012.
- 3 Q. OKAY. DID YOU START WORKING FOR MR. CLARK BEFORE OR
- 4 AFTER TONY RANSOM STARTED?
- 5 A. BEFORE.
- 6 Q. OKAY. NOW, WHEN -- AND DID YOU CONTINUE TO WORK FOR
- 7 JOHN CLARK UP TO THE POINT THAT TONY RANSOM WAS HURT
- 8 ON SUNDAY MORNING, NOVEMBER 18TH, 2012?
- 9 A. YES, SIR.
- 10 Q. DURING THE PERIOD OF TIME THAT YOU WORKED FOR JOHN
- 11 CLARK, DID YOU ALL HAVE RAIN-OUTS, IN OTHER WORDS
- 12 DAYS THAT YOU COULDN'T WORK BECAUSE OF RAIN OR SOME
- 13 OTHER WEATHER-TYPE CONDITION?
- 14 A. YES, SIR.
- 15 Q. ON THOSE OCCASIONS, WHO WOULD CALL YOU TO TELL YOU
- 16 NOT TO SHOW UP FOR WORK?
- 17 A. JOHN CLARK.
- 18 Q. WERE YOU PRESENT AT A CONFERENCE OR A MEETING THAT
- 19 TONY RANSOM, THE CREW HAD WITH JOHN CLARK ON
- 20 SATURDAY NIGHT, NOVEMBER 17TH, 2012, THE NIGHT
- 21 BEFORE MR. RANSOM WAS HURT?
- 22 A. YES, SIR.
- 23 Q. DID YOU HEAR MR. CLARK SPEAK AS TO WHETHER OR NOT
- 24 THE CREW WAS SUPPOSED TO WORK THE NEXT MORNING,
- 25 SUNDAY MORNING?

- 1 A. YES, SIR.
- 2 Q. WHAT DID MR. CLARK TELL YOU ALL?
- 3 A. THAT WE'D BE WORKING THE FOLLOWING DAY AT LAFAYETTE
- 4 PARK.
- 5 Q. OKAY. AND DID HE TELL MR. RANSOM ANYTHING? DID HE
- 6 GIVE MR. RANSOM ANY INSTRUCTIONS?
- 7 A. YES. THAT EVENING AFTER WORK TO GO TO HIS -- JOHN
- 8 CLARK'S HOUSE AND PICK UP A TARP FOR THE FOLLOWING
- 9 MORNING.
- 10 Q. FAIR ENOUGH. NOW, DID YOU ARRIVE AT THE JOB SITE ON
- 11 SUNDAY MORNING, NOVEMBER 18TH, 2012?
- 12 A. YES, SIR; I SHOWED UP THERE A LITTLE AFTER EIGHT.
- 13 Q. OKAY. AND WHERE WAS TONY RANSOM AT THE TIME THAT
- 14 YOU SHOWED UP?
- 15 A. AT THE TIME I GOT IN HE WAS INSIDE STILL HOOKED UP
- 16 FROM THE RAFTERS, AND THE PARAMEDICS AND EVERYTHING
- 17 WERE DEALING WITH HIM.
- 18 Q. OKAY. NOW, IT'S BEEN, WHAT, SEVEN, EIGHT, NINE
- 19 MONTHS SINCE THAT HAPPENED. ARE YOU SURE ABOUT THE
- 20 TIME THAT YOU ARRIVED, OR IS THAT JUST A GUESS?
- 21 A. LIKE I SAY, IT WAS SOMETIME AFTER 8:00, ABOUT 8:15.
- 22 YES, SIR.
- 23 Q. OKAY; FAIR ENOUGH. NOW, UP TO THAT POINT BEFORE YOU
- 24 GOT TO THE JOB SITE, HAD JOHN CLARK CALLED YOU?
- 25 A. NO, SIR.

1 Q. DID YOU HAVE YOUR CELL PHONE?

2 A. YES, SIR.

3 Q. HAD JOHN CLARK CALLED YOU ON THAT CELL NUMBER
4 BEFORE?

5 A. YES, SIR.

6 Q. HE DIDN'T CALL YOU BEFORE YOU GOT TO THE JOB SITE TO
7 TELL YOU DON'T WORK?

8 A. NO, SIR.

9 Q. DID HE CALL YOU AT ALL THAT DAY?

10 A. NO, SIR.

11 BY MR. BASS:

12 THAT'S ALL I HAVE.

13 BY THE COMMISSIONER:

14 CROSS?

15 CROSS EXAMINATION BY MR. HYLTON:

16 Q. WHAT'S YOUR CELL PHONE NUMBER?

17 A. 843-907-0791.

18 Q. AND YOU SAID THAT YOU WORKED AS A CARPENTER?

19 A. YES, SIR.

20 Q. HOW MUCH DID YOU MAKE AS A CARPENTER?

21 A. THIRTEEN DOLLARS AN HOUR.

22 Q. HOW MUCH DID YOU MAKE IN A YEAR?

23 A. I DON'T KNOW. SOMEWHERE AROUND, I'D JUST GUESS,
24 BETWEEN 25 AND 30,000 OVER A YEAR MAYBE.

25 Q. IS THAT ON AVERAGE WHAT A CARPENTER MAKES?

1 BY MR. BASS:

2 EXCUSE ME ONE SECOND. COMMISSIONER, I OBJECT
3 TO THE QUESTION. THERE'S NO FOUNDATION THAT HE
4 WOULD KNOW WHAT THE AVERAGE CARPENTER MAKES. HE
5 KNOWS WHAT HE MAKES. SO I WOULD OBJECT TO HIM
6 HAVING NO PERSONAL KNOWLEDGE.

7 CROSS EXAMINATION RESUMED BY MR. HYLTON:

8 Q. HOW LONG HAVE YOU WORKED AS A CARPENTER?

9 A. EIGHTEEN YEARS.

10 Q. DO YOU KNOW OTHER PEOPLE THAT WORK AS CARPENTERS?

11 A. YES, SIR.

12 Q. DO YOU KNOW WHAT THEY MAKE?

13 A. SOME. BUT I DON'T KNOW WHAT EVERYBODY MAKES.

14 Q. HOW MUCH DO THE ONES THAT YOU KNOW MAKE?

15 A. EXCUSE ME?

16 Q. HOW MUCH DO THE ONES THAT YOU KNOW MAKE?

17 A. AVERAGE ABOUT BETWEEN TEN AND TWELVE DOLLARS AN
18 HOUR.

19 Q. OKAY. HOW MUCH DO THEY MAKE A YEAR, IF YOU KNOW?

20 BY MR. BASS:

21 AGAIN, COMMISSIONER ---

22 CROSS EXAMINATION RESUMED BY MR. HYLTON:

23 Q. IF YOU KNOW.

24 A. WELL, LIKE I SAID, NO, I DON'T. HONESTLY, I DON'T
25 KNOW EXACTLY WHAT THEY MAKE.

- 1 Q. BUT FOR YOU, MAKING \$13 AN HOUR, YOU MAKE AROUND
2 \$25,000 A YEAR?
3 A. YES, SIR.
4 Q. IS THAT CORRECT?
5 A. YES, SIR.
6 Q. HAVE YOU EVER MADE \$50,000 IN A YEAR AS A CARPENTER?
7 A. NO, SIR.
8 Q. HOW MANY HOURS A WEEK DID YOU WORK WHILE YOU WERE
9 WORKING FOR JOHN CLARK?
10 A. BETWEEN 35 AND 40 HOURS.
11 Q. WHILE YOU WERE WORKING WAS MR. RANSOM WORKING AS
12 WELL?
13 A. YES, SIR.
14 Q. DID YOU WORK MORE HOURS THAN MR. RANSOM, THE SAME,
15 OR LESS?
16 A. ON AVERAGE ABOUT THE SAME.
17 Q. DID YOU EVER WORK OVERTIME?
18 A. YES, SIR.
19 Q. DID YOU GET PAID OVERTIME?
20 A. NORMAL WAGE.
21 Q. YOU JUST GOT YOUR NORMAL WAGE; YOU DIDN'T GET TIME-
22 AND-A-HALF?
23 A. NO, SIR.
24 Q. SO, IF YOU WORKED 60 HOURS, YOU WOULD STILL GET \$13
25 FOR THE WHOLE 60 HOURS?

1 A. YES, SIR.

2 Q. DO YOU KNOW IF MR. RANSOM WAS PAID THE SAME WAY?

3 A. NO, SIR; I DO NOT KNOW.

4 Q. WHAT WERE YOU ALL GOING TO BE DOING THAT DAY ON THE

5 JOB?

6 A. WE WERE TO BE CLOSING IN -- PUTTING A TARP UP OVER

7 THE ROOF SO WE COULD BE WORKING INSIDE DUE TO THE

8 RAIN.

9 Q. WHAT WERE YOU GOING TO BE DOING ON THE INSIDE?

10 A. WE WERE FRAMERS, SO WE WERE FRAMING UP THE HOUSE,

11 TRYING TO GET THE HOUSE FINISHED OFF SO WE COULD GET

12 A DRAW.

13 Q. WERE YOU RUNNING CABLES?

14 A. NO, SIR. WE'RE CARPENTERS.

15 Q. THE HOUSE WAS ALREADY ROOFED SOME, CORRECT? HAD

16 PLYWOOD ON IT?

17 A. YES, SIR.

18 Q. YOU ALL COULDN'T HAVE WORKED UNDER THE PLYWOOD?

19 A. MOST OF THAT SECTION WAS ALREADY FRAMED IN.

20 Q. AND YOU SAID YOU ARRIVED A LITTLE AFTER 8:00?

21 A. YES, SIR.

22 Q. IT WOULDN'T HAVE BEEN 8:30, THOUGH; THAT WOULD HAVE

23 BEEN TOO LATE, RIGHT?

24 A. NO. MAYBE 8:15-ISH AT THE LATEST.

25 Q. WHAT DID YOU DO WHEN YOU SAW MR. RANSOM HANGING FROM

1 THE RAFTERS?

2 A. I DIDN'T ACTUALLY PHYSICALLY -- THEY WOULDN'T LET ME
3 IN. I JUST GOT A GLIMPSE. THEY WOULDN'T LET ME IN.
4 THE FIRST TIME I ACTUALLY SEEN TONY WAS WHEN THEY
5 WERE PULLING HIM OUT WHEN THE PARAMEDICS WERE
6 BRINGING HIM OUT ON THE GURNEY.

7 Q. OKAY. SO YOU NEVER SAW HIM HANGING?

8 A. JUST, LIKE I SAID, WHAT I COULD SEE THROUGH THE
9 WINDOWS, BUT THEY WOULD NOT LET ME IN THE -- IN THE
10 HOUSE.

11 Q. OKAY. SO, YOU'RE SAYING EMS -- WHO ARE YOU SAYING
12 WOULDN'T LET YOU IN?

13 A. THE PARAMEDICS.

14 Q. SO THE EMS WAS ALREADY THERE?

15 A. YES, SIR.

16 Q. AND THAT WAS AT 8:15?

17 A. APPROXIMATELY, YES, SIR.

18 BY MR. HYLTON:

19 I'LL DRAW THE COMMISSIONER'S ATTENTION TO THE
20 30-A OF WHEN EMS ARRIVED.

21 CROSS EXAMINATION RESUMED BY MR. HYLTON:

22 Q. WAS EMS THERE BEFORE YOU EVEN GOT TO THE JOB SITE?

23 A. THEY WERE THERE WHEN I GOT THERE; YES, SIR.

24 Q. AND YOU'RE SURE THAT THAT WAS BEFORE 8:15 AT THE
25 LATEST?

1 A. YEAH, I'M PRETTY SURE THAT'S ABOUT WHAT TIME I
2 ARRIVED; YES, SIR.
3 Q. BUT YOU'RE CERTAIN IT WAS BEFORE 8:15? I MEAN, IT'S
4 NOT AFTER 8:15?
5 A. THAT I ARRIVED?
6 Q. YES.
7 A. NO. I'M PRETTY CERTAIN; NO, SIR. I MEAN, I ---
8 Q. YOUR START TIME IS 8:00, CORRECT?
9 A. YES, SIR.
10 Q. IF YOU HAD SHOWN UP LATE, WHAT HAPPENS IF YOU SHOW
11 UP LATE?
12 A. NOTHING REALLY.
13 Q. WERE YOU ALL UNDER A TIME CRUNCH TO FINISH THAT JOB?
14 A. EXCUSE ME?
15 Q. WERE YOU UNDER A TIME CRUNCH TO FINISH THAT JOB?
16 A. YEAH. WE WERE JUST TRYING TO GET A CERTAIN AMOUNT
17 DONE SO WE COULD GET A DRAW.
18 Q. OH, SO YOU COULD GET A DRAW?
19 A. YES, SIR.
20 Q. AND SO THE SOONER YOU COMPLETE IT, THE SOONER YOU
21 GET PAID?
22 A. WELL, I GET PAID ON -- I GET PAID EVERY WEEK.
23 Q. REGARDLESS?
24 A. YES, SIR.
25 Q. WHO HIRED YOU?

1 A. JOHN CLARK.

2 Q. DID YOU KNOW MR. RANSOM BEFORE YOU WENT TO WORK FOR
3 JOHN CLARK?

4 A. NO, SIR.

5 BY MR. HYLTON:

6 THAT'S ALL THE QUESTIONS I HAVE.

7 BY THE COMMISSIONER:

8 ANY CROSS BY THE FUND?

9 BY MS. GLOVER:

10 JUST A FEW.

11 CROSS EXAMINATION BY MS. GLOVER:

12 Q. MR. BRAY, WHAT OTHER COWORKERS WERE ONSITE WHEN YOU
13 ARRIVED?

14 A. I DO NOT WORK WITH ANY OF THEM ANYMORE. THE ONLY
15 ONE I CAN REMEMBER FOR CERTAIN BEING THERE WHEN I
16 GOT THERE WAS A FELLOW NAMED HARLEY. THERE WAS A
17 FEW OTHERS THERE WHEN I GOT THERE, BUT HE'S THE ONLY
18 ONE, LIKE I SAID, THAT I ACTUALLY, YOU KNOW, KEPT IN
19 CONTACT WITH OR KNEW OR WHATEVER.

20 Q. AND I THINK I MISSED IT. YOU SAID AT THE MEETING
21 SATURDAY NIGHT YOU WERE TOLD THAT YOU ALL WERE GOING
22 TO WORK ON SUNDAY?

23 A. YES, MA'AM.

24 Q. DO YOU RECALL IF DAVID SWEAT WAS THERE?

25 A. NOT THAT I REMEMBER, BUT BY THE TIME -- I DIDN'T --

1 I WASN'T THERE LONG ONCE I SEEN EVERYTHING THAT WAS
2 GOING ON BEFORE I LEFT.

3 Q. ABOUT WHAT TIME DO YOU THINK YOU LEFT?

4 A. I MIGHT HAVE STAYED THERE -- IT WASN'T MUCH LONGER,
5 MAYBE 45 MINUTES, ONCE THEY GOT HIM OUT ON THE
6 GURNEY AND EVERYTHING, AND I PRETTY MUCH LEFT.

7 Q. SO YOU STAYED UP UNTIL THE TIME THEY GOT HIM OUT?

8 A. TO MAKE SURE THAT -- YES, SIR. OR, YES, MA'AM; I'M
9 SORRY.

10 Q. THAT'S ALL RIGHT. SO YOU DID NOT CALL EMS?

11 A. NO, MA'AM.

12 BY MS. GLOVER:

13 I DON'T HAVE ANY OTHER QUESTIONS.

14 BY THE COMMISSIONER:

15 MR. CLARK? ANY REDIRECT?

16 BY MR. BASS:

17 YES, MA'AM. CAN I SEE THE PAGE 30-A, B,
18 WHATEVER IT WAS? THANK YOU.

19 REDIRECT EXAMINATION BY MR. BASS:

20 Q. NOW, MR. BRAY, YOU WERE ASKED WHAT TIME YOU GOT TO
21 THE JOB SITE THAT MORNING. DO YOU REMEMBER BEING
22 ASKED THAT?

23 A. YES, SIR.

24 Q. AND YOU SAID THAT WHEN YOU GOT THERE THE AMBULANCE
25 WAS ALREADY THERE?

1 A. EMS WAS -- THE PARAMEDICS WERE THERE, YES.
2 Q. OKAY. NOW, ACCORDING TO THE AMBULANCE RECORDS, THE
3 AMBULANCE GOT THERE -- "UNIT ARRIVES SCENE," YOU SEE
4 THAT? SEE THAT, "UNIT ARRIVES SCENE"?
5 A. UH-HUH.
6 Q. WHAT IS THAT TIME?
7 A. IT SAYS 9:11.
8 Q. OKAY. AND YOU SAID YOU GOT THERE AT 8:15 AND THE
9 AMBULANCE WAS ALREADY THERE?
10 A. YES, SIR.
11 Q. ARE YOU SURE YOU GOT THERE AT 8:15?
12 A. I'M PRETTY SURE.
13 Q. WELL, WHAT DOES PRETTY SURE MEAN?
14 A. I MEAN, IT HAPPENED EIGHT, NINE MONTHS AGO, BUT THE
15 TIME IT STARTS AT 8:00, AND I'M USUALLY PRETTY ---
16 Q. WELL, THIS DOCUMENT SAYS THAT THE AMBULANCE GOT
17 THERE AT 9:11, ALMOST AN HOUR AFTER YOU SAY YOU GOT
18 THERE?
19 A. YES, SIR.
20 Q. OKAY. SO, DO YOU THINK THIS IS MISTAKEN, OR DO YOU
21 THINK YOUR MEMORY FROM NINE MONTHS AGO IS MISTAKEN?
22 A. MY MEMORY COULD BE.
23 Q. YOU DON'T KNOW WHAT TIME YOU GOT THERE, DO YOU?
24 A. LIKE I SAID, NO, SIR.
25 Q. THEN WHY DID YOU TELL US YOU DID KNOW?

1 A. BECAUSE ---
2 Q. YOU GUESSED?
3 A. YES, SIR.
4 Q. OKAY. FAIR ENOUGH. BUT WAS THE AMBULANCE THERE
5 WHEN YOU GOT THERE?
6 A. YES, SIR.
7 Q. AND AS FAR AS DAVID SWEAT IS CONCERNED, I WANT TO
8 MAKE SURE WE UNDERSTAND WHAT YOU KNOW VERSUS WHAT
9 YOU'RE GUESSING. DO YOU KNOW FOR SURE ONE WAY OR
10 THE OTHER WHETHER DAVID SWEAT WAS EITHER THERE WHEN
11 YOU GOT THERE OR GOT THERE BEFORE YOU LEFT?
12 A. NO, SIR; I DO NOT.
13 Q. YOU DON'T KNOW FOR SURE?
14 A. NO, SIR.
15 Q. FAIR ENOUGH. NOW, YOU SAID THAT YOU WERE MAKING \$13
16 AN HOUR WHEN YOU WERE WORKING FOR MR. CLARK'S CREW?
17 A. YES, SIR.
18 Q. MR. RANSOM WAS THE LEAD PERSON OF THAT CREW?
19 A. YES, SIR.
20 Q. OKAY. SO HE WAS YOUR SUPERVISOR, BASICALLY?
21 A. YES, SIR.
22 Q. SO IT WOULDN'T SURPRISE YOU IF HE WAS MAKING
23 SLIGHTLY MORE THAN YOU?
24 A. NO, SIR.
25 Q. OKAY. AND AS FAR AS YOUR ESTIMATE AS FAR AS THE

1 HOURS THAT YOU WORKED WHILE YOU WORKED FOR MR.

2 CLARK, AGAIN, THAT'S A GUESS?

3 A. YES, SIR.

4 Q. YOU DON'T HAVE ANY RECORDS AT ALL?

5 A. NO, SIR.

6 Q. NONE? OKAY.

7 A. NOTHING.

8 BY MR. BASS:

9 THAT'S ALL I HAVE. THANK YOU.

10 BY THE COMMISSIONER:

11 ANY RECROSS?

12 RECROSS EXAMINATION BY MR. HYLTON:

13 Q. WHY DID YOU LEAVE THAT DAY?

14 A. JUST WITH EVERYTHING THAT HAD HAPPENED AND ME AND
15 MR. CLARK HAD PREVIOUS PROBLEMS DEALING --
16 PERTAINING WITH JUST ME AND HIM, AND AT THAT POINT I
17 WAS JUST -- I WAS DONE. I ACTUALLY QUIT THAT DAY.

18 Q. OKAY. WELL, WHY DID YOU QUIT?

19 A. PERSONAL MATTERS PERTAINING TO ME AND MR. CLARK.

20 Q. SO YOU AND MR. CLARK DON'T GET ALONG?

21 A. NOT -- NOT AS FAR AS THAT GOES. HE JUST -- IT WAS
22 WORK RELATED, NOTHING PERSONAL BETWEEN ME AND MR.
23 CLARK, YOU KNOW, VERBALLY.

24 Q. WELL, WHAT WAS IT THAT MADE YOU QUIT THAT DAY?

25 A. MONEY OWED THAT AT THAT POINT I DIDN'T SEE ME

1 RECEIVING.

2 Q. THAT'S NOT PERSONAL, NOT GETTING PAID?

3 A. WELL, YOU ASKED ME IF ME AND HIM DIDN'T LIKE EACH

4 OTHER, OR WHATEVER. WE DIDN'T HAVE A PROBLEM WITH

5 EACH OTHER; NO, SIR.

6 Q. HOW MUCH DID HE OWE YOU?

7 A. PROBABLY ABOUT -- IF I -- I MEAN, LIKE I SAID, NOW,

8 AT THIS POINT, ABOUT FIVE OR SIX HUNDRED DOLLARS, IF

9 I REMEMBER CORRECTLY.

10 Q. DOES HE STILL OWE YOU THAT?

11 A. YES, SIR.

12 Q. NOW, ATTORNEY BASS JUST ASKED YOU ABOUT THE AVERAGE,

13 THAT YOU DON'T HAVE ANY RECORDS. DO YOU HAVE ANY

14 RECOLLECTION, THOUGH, AS TO ON AVERAGE JUST HOW MUCH

15 YOU WORKED?

16 A. WELL, YOU KNOW, 40 -- YOU KNOW, ON AVERAGE 35, 40

17 HOURS A WEEK. THERE WERE SOME WEEKS, YOU KNOW, WE

18 WORKED 55 HOURS. THERE WERE SOME WEEKS I MIGHT HAVE

19 WORKED 29 HOURS.

20 Q. HAVE YOU EVER SHOWN UP AT WORK WHEN YOU WERE

21 SUPPOSED TO BE THERE AT 8:00, SHOWN UP AT 9:00?

22 A. NOT USUALLY, NO, SIR; NOT THAT I REMEMBER.

23 Q. CAN YOU RECALL ANY TIME THAT YOU WERE SUPPOSED TO BE

24 THERE AT 8:00 THAT YOU SHOWED UP AT 9:00?

25 A. NO, I'M USUALLY PRETTY EARLY.

1 Q. USUALLY BETWEEN THE 15-MINUTE GAP, BETWEEN 8:00 AND
2 8:15?

3 A. I'M -- ACTUALLY, I'M USUALLY -- USUALLY EARLIER THAN
4 8:00 USUALLY, BUT I WAS RUNNING LATE THAT PARTICULAR
5 DAY. I REMEMBER THAT MUCH.

6 Q. OKAY. SO YOU WERE RUNNING LATE THAT DAY? HOW LATE?

7 A. WE'VE ALREADY CLEARED THAT. APPARENTLY, I DO NOT
8 REMEMBER EXACTLY WHAT TIME I SHOWED UP ON THE JOB
9 SITE.

10 Q. BUT YOU BELIEVE IT WAS BEFORE 9:00?

11 A. YES, SIR.

12 Q. AND YOU DON'T RECALL MR. SWEAT BEING THERE, OR YOU
13 DO RECALL HIM BEING THERE?

14 A. DO NOT REMEMBER. DO NOT RECALL; YES, SIR. NO, I DO
15 NOT.

16 Q. HAVE YOU TALKED WITH MR. SWEAT AT ALL ABOUT THE ---

17 A. NO, SIR.

18 BY MR. HYLTON:

19 THAT'S ALL THE QUESTIONS I HAVE.

20 BY MS. GLOVER:

21 I DON'T HAVE ANY QUESTIONS.

22 BY THE COMMISSIONER:

23 MR. CLARK?

24 CROSS EXAMINATION BY MR. CLARK:

25 Q. DID YOU WORK WITH MR. RANSOM EVERY DAY, OR DID YOU

1 WORK ON A DIFFERENT CREW?

2 A. THERE WAS DAYS WE WAS ON DIFFERENT CREWS AND DAYS
3 THAT WE WORKED TOGETHER.

4 Q. TOWARD THE END OF YOUR TIME YOU QUIT ON ME, WHICH
5 WAS THE PRIOR WEEK BEFORE MR. RANSOM GOT HURT ---

6 BY MR. BASS:

7 EXCUSE ME JUST A SECOND. COMMISSIONER, I'M
8 GOING TO OBJECT TO HIM TESTIFYING IN HIS QUESTIONS.

9 BY THE COMMISSIONER:

10 ALL RIGHT. YOU CAN ASK QUESTIONS, SIR.

11 BY MR. CLARK:

12 OKAY.

13 BY THE COMMISSIONER:

14 NOT TESTIMONY.

15 BY MR. CLARK:

16 RIGHT, RIGHT.

17 CROSS EXAMINATION RESUMED BY MR. CLARK:

18 Q. DID YOU QUIT BEFORE MR. RANSOM GOT HURT OR AFTER?

19 A. THE DAY OF.

20 Q. THAT WOULD BE SUNDAY. HOW LONG BEFORE THAT WAS IT
21 THAT YOU HAD WORKED WITH MR. RANSOM ON A JOB?

22 A. HOW LONG?

23 Q. HOW MANY DAYS OR MONTHS BEFORE THE ACCIDENT WAS IT
24 SINCE THE LAST TIME THAT YOU'D WORKED ON A JOB WITH
25 MR. RANSOM?

1 A. I WAS ON HIM WITH -- FROM THE START OF THE LAFAYETTE
2 PARK JOB.

3 BY MR. CLARK:

4 I HAVE NO FURTHER QUESTIONS.

5 BY THE COMMISSIONER:

6 ANY REDIRECT?

7 BY MR. BASS:

8 YES.

9 REDIRECT EXAMINATION BY MR. BASS:

10 Q. SIR, YOU SAW THE AMBULANCE REPORT WHERE THEY GOT
11 THERE AT ELEVEN MINUTES AFTER NINE THAT MORNING?

12 A. YES, SIR.

13 Q. AGAIN, ARE YOU SURE YOU GOT THERE AFTER THE
14 AMBULANCE?

15 A. AFTER THE AMBULANCE? I WAS THERE, YES, AFTER THE
16 AMBULANCE. YES, SIR.

17 Q. OKAY. SO IF THE AMBULANCE GOT THERE AT 9:11,
18 WOULDN'T YOU HAVE HAD TO GET THERE AFTER 9:11?

19 A. I WOULD HAVE -- IF THAT'S WHAT TIME THE REPORT IS,
20 THEN IT WOULD HAVE TO HAVE BEEN AFTER 9:11; YES,
21 SIR.

22 Q. BECAUSE YOU DON'T KNOW FOR SURE, DO YOU?

23 A. AS OF MY TIME?

24 Q. YES.

25 BY MR. HYLTON:

1 OBJECT TO THE LEADING.

2 WITNESS ANSWERS:

3 A. NO, SIR.

4 REDIRECT EXAMINATION RESUMED BY MR. BASS:

5 Q. DO YOU KNOW FOR SURE?

6 BY THE COMMISSIONER:

7 SUSTAINED.

8 REDIRECT EXAMINATION RESUMED BY MR. BASS:

9 Q. DO YOU KNOW FOR SURE WHAT TIME YOU GOT THERE?

10 A. NO, SIR.

11 Q. WOULD YOU RATHER RELY ON THE AMBULANCE REPORT?

12 A. YES, SIR. I JUST KNOW THAT THE PARAMEDICS WERE
13 THERE WHEN I ARRIVED.

14 Q. OKAY. AND JUST ---

15 A. THAT'S ALL I CAN BE CERTAIN OF.

16 Q. OKAY. AND JUST WITH RESPECT TO DAVID SWEAT, YOU
17 DON'T KNOW ONE WAY OR THE OTHER WHETHER HE WAS THERE
18 THAT DAY?

19 A. NO, SIR. WITH ALL THE COMMOTION AND EVERYTHING THAT
20 WAS GOING ON, I COULDN'T TELL YOU FOR CERTAIN.

21 BY MR. BASS:

22 OKAY. THANK YOU. THAT'S IT. OH, WAIT; ONE
23 MORE.

24 REDIRECT EXAMINATION RESUMED BY MR. BASS:

25 Q. MR. CLARK BROUGHT UP A POINT I WANT TO ASK YOU

1 ABOUT. YOU DIDN'T ALWAYS WORK WITH TONY RANSOM'S
2 CREW, DID YOU?

3 A. NO, SIR.

4 Q. SO, THERE WOULD BE TIMES YOU WOULDN'T KNOW HOW MANY
5 WEEKS (SIC) TONY RANSOM MAY HAVE WORKED IN A WEEK,
6 WOULD YOU?

7 A. NO, SIR.

8 Q. YOU WOULDN'T KNOW, WOULD YOU?

9 A. NO, SIR.

10 BY MR. BASS:

11 THANK YOU VERY MUCH.

12 RECROSS EXAMINATION BY MR. HYLTON:

13 Q. YOU DID WORK WITH HIM FOR THE COMPLETE TIME OF THE
14 LAFAYETTE PARK PROJECT, THOUGH, RIGHT?

15 A. EXCUSE ME?

16 Q. THE LAFAYETTE PARK PROJECT, YOU WORKED WITH HIM THE
17 ENTIRE TIME ON THAT, CORRECT?

18 A. YES, SIR, UNTIL THAT DAY, UP 'TIL THAT DAY.

19 Q. WHEN DID YOU ALL START THAT PROJECT; WAS THAT IN ---

20 A. I'M THINKING WE MIGHT HAVE BEEN THREE WEEKS INTO THE
21 JOB MAYBE.

22 Q. HOW MANY HOURS A WEEK DID YOU WORK ON THAT JOB?

23 A. I CANNOT REMEMBER.

24 Q. WOULD IT HAVE BEEN THE SAME AVERAGE THAT YOU WERE
25 SAYING?

1 A. I WOULD THINK SO, YES. THAT'S USUALLY ABOUT WHAT
2 THE AVERAGE WAS.

3 Q. AND WAS MR. RANSOM THERE -- WERE YOU ALL BOTH THERE
4 AT THE SAME TIME?

5 A. ON THAT JOB, YES, SIR.

6 Q. DID HE ARRIVE EARLY, OR DID YOU ALL ARRIVE AT THE
7 SAME TIME?

8 A. FAR AS I -- WE WENT FROM TALKING ABOUT THAT JOB TO
9 ---

10 Q. YES. ON THE LAFAYETTE PARK, DID YOU ALL ARRIVE AT
11 THE SAME TIME FOR THAT JOB?

12 A. YES, SIR. WORK TIME WAS -- OR START TIME WAS NORMAL
13 ALL THE TIME?

14 Q. EIGHT O'CLOCK?

15 A. YES, SIR.

16 Q. DID HE GET THERE EARLY FOR THE JOBS OR ---

17 A. YES, SIR.

18 Q. HOW MUCH EARLIER DID HE GET THERE?

19 BY MR. BASS:

20 EXCUSE ME.

21 WITNESS ANSWERS:

22 A. I COULDN'T BE CERTAIN.

23 BY MR. BASS:

24 EXCUSE ME. NEVER MIND.

25 WITNESS RESUMES:

1 A. IF I'M NOT THERE, I CAN'T TELL YOU WHAT TIME HE GOT
2 THERE.

3 RECROSS EXAMINATION RESUMED BY MR. HYLTON:

4 Q. OKAY. YOU ALL DIDN'T EVER HAVE ANY DISCUSSIONS
5 ABOUT HOW MUCH EARLIER HE GOT THERE THAN YOU ALL
6 DID? WAS THAT EVERY DAY OR SOMETIMES DID YOU ALL
7 ARRIVE AT THE SAME TIME?

8 A. SOMETIMES, YES, SIR. SOMETIMES WE'D GET THERE ABOUT
9 THE SAME TIME; YES, SIR.

10 Q. AND WHAT TIME WAS THAT?

11 A. QUARTER 'TIL EIGHT, TEN 'TIL EIGHT.

12 Q. DID YOU ALL LEAVE AT THE SAME TIME?

13 A. YES, SIR.

14 Q. DID YOU EVER WORK 60 HOURS OR MORE ON THAT JOB?

15 A. NOT THAT I CAN REMEMBER, BUT I WON'T SAY THAT WE DID
16 NOT.

17 Q. HAVE YOU EVER WORKED 60 OR 65 HOURS?

18 A. YES, SIR.

19 Q. DID YOU EVER WORK 60 OR 65 HOURS ON LAFAYETTE?

20 A. I COULD NOT BE CERTAIN.

21 Q. WOULD THAT BE UNUSUAL TO WORK THAT AMOUNT OF HOURS?

22 A. NO, SIR.

23 BY MR. HYLTON:

24 I THINK THAT'S ALL THE QUESTIONS I HAVE.

25 BY MS. GLOVER:

1 I DON'T HAVE ANY QUESTIONS.

2 BY THE COMMISSIONER:

3 MR. CLARK? YOU CAN STEP DOWN, SIR.

4 BY MR. BASS:

5 COMMISSIONER, CAN WE RELEASE HIM?

6 BY THE COMMISSIONER:

7 DOES ANYBODY HAVE AN OBJECTION?

8 BY MR. HYLTON:

9 NO.

10 BY THE COMMISSIONER:

11 ALL RIGHT. SIR, YOU'RE RELEASED. YOU CAN

12 LEAVE. YOU'RE FREE TO GO.

13 BY THE WITNESS:

14 ALL RIGHT. THANK YOU.

15 BY MR. BASS:

16 WE'RE NOT GOING TO HAVE ANOTHER WITNESS.

17 BY THE COMMISSIONER:

18 OKAY.

19 BY MR. HYLTON:

20 I'LL GO AHEAD AND CALL JOHN CLARK.

21 BY THE COMMISSIONER:

22 BUILDERS FIRSTSOURCE CALLS MR. CLARK. WILL YOU

23 TAKE A SEAT, PLEASE, SIR. RAISE YOUR RIGHT HAND.

24 * * * * *

25 THE WITNESS WAS DULY SWORN TO TELL THE TRUTH, THE

1 WHOLE TRUTH, AND NOTHING BUT THE TRUTH CONCERNING THE
2 MATTER HEREIN:

3 JOHN CLARK,

4 BEING FIRST DULY SWORN, TESTIFIED ON HIS OATH AS
5 FOLLOWS:

6 BY THE COMMISSIONER:

7 YOUR WITNESS.

8 DIRECT EXAMINATION BY MR. HYLTON:

9 Q. MR. CLARK, DID YOU OWN YOUR OWN BUSINESS, JOHN CLARK
10 BUILDERS?

11 A. DO I CALL IT JOHN CLARK BUILDERS? IT'S JUST JOHN
12 CLARK.

13 Q. JOHN CLARK, OKAY. HOW LONG DID YOU OWN THAT
14 BUSINESS?

15 A. I STARTED THAT BUSINESS WHEN I STARTED FOR BUILDERS
16 FIRSTSOURCE.

17 Q. AND DO YOU STILL WORK AT JOHN CLARK BUILDERS, OR DO
18 YOU WORK FOR ANOTHER EMPLOYER NOW?

19 A. NO, I WORK FOR ANOTHER EMPLOYER.

20 Q. OKAY. WHEN DID YOU START GOING TO WORK FOR THE
21 OTHER EMPLOYER?

22 A. AFTER TONY'S ACCIDENT, PROBABLY ABOUT A MONTH LATER.

23 Q. OKAY. NOW, WHILE YOU WERE WITH MR. CLARK, DID YOU
24 HIRE MR. RANSOM?

25 A. MR. RANSOM COME TO THE JOB AFTER PLACING AN ADD ON

1 THE CRAIG'S LIST. I WAS LOOKING FOR CARPENTERS AND
2 STUFF, AND HE TOLD ME HE HAD A CREW OF GUYS THAT
3 WORKED WITH HIM. SO, YES, I BROUGHT THEM ALL IN TO
4 WORK, AND THEN MR. RANSOM WOULD TURN IN THE HOURS
5 EACH WEEK, AND I'D PAY MR. RANSOM FOR EVERYONE.

6 Q. OKAY. SO, HE WOULD TURN IN A COMPLETE SET OF HOURS
7 FOR THE WHOLE CREW OR JUST FOR HIMSELF?

8 A. FOR THE WHOLE CREW.

9 Q. AND YOU WOULD PAY THE WHOLE CREW?

10 A. YES.

11 Q. HOW MUCH WERE YOU PAYING THE WHOLE CREW? DO YOU
12 KNOW HOW MUCH THAT WAS?

13 A. IT BASICALLY AVERAGED, LIKE MR. RANSOM HISSELF,
14 ANYWHERE BETWEEN 450, \$500 A WEEK. OTHER GUYS, SOME
15 OF THEM WERE \$10-AN-HOUR GUYS. IT JUST -- \$9-AN-
16 HOUR -- JUST BASICALLY WHETHER THEY WERE LABORERS OR
17 WHAT.

18 Q. HOW MUCH DID YOU PAY MR. CLARK?

19 A. HOW MUCH DID I PAY WHO?

20 Q. MR. CLARK -- I'M SORRY; MR. RANSOM -- PER HOUR?

21 A. MR. RANSOM? I'M GONNA SAY HE AVERAGED ANYWHERE
22 BETWEEN 40 TO 50 HOURS.

23 Q. HOW MUCH PER HOUR?

24 A. TEN DOLLARS AN HOUR.

25 Q. OKAY. AND DID YOU PAY ANY TIME-AND-A-HALF, OR DID

1 YOU JUST PAY THE STRAIGHT TIME?

2 A. I JUST PAID STRAIGHT TIME.

3 Q. AND YOU SAY ON AVERAGE IT WAS 40 TO 50 HOURS A WEEK?

4 A. YES.

5 Q. AT \$10 AN HOUR?

6 A. THERE MAY HAVE BEEN DAYS HERE AND THERE THAT THEY

7 GOT MORE HOURS IN, BUT THAT WAS AVERAGE.

8 Q. DID YOU PAY HIM ON AVERAGE OVER \$1,000 A WEEK?

9 A. NO, SIR.

10 Q. DO YOU, YOURSELF, MAKE ON AVERAGE \$1,000 A WEEK?

11 A. NO, SIR.

12 Q. DO YOU PAY YOUR EMPLOYEES MORE THAN YOU MAKE

13 YOURSELF?

14 A. NO, SIR.

15 Q. HAVE YOU EVER MADE \$50,000 AS JOHN CLARK?

16 A. NOT AS JOHN CLARK. YEARS AGO I MAY HAVE.

17 Q. NOW, DID YOU RECEIVE A CALL FROM MR. RANSOM ON

18 NOVEMBER 18TH, 2012?

19 A. YES. I TALKED TO MR. RANSOM ABOUT 7:29, 7:30 THAT

20 MORNING, AND WE TALKED ABOUT IT RAINING, AND HE DID

21 SAY THAT HE WAS GONNA RIDE UP TO THE JOB SITE AND

22 SEE IF IT WAS RAINING UP THERE, AND I TOLD HIM IF IT

23 WASN'T RAINING TO CALL ME BACK. I NEVER HEARD

24 NOTHING, SO I ASSUMED IT WAS RAINING THERE, TOO, AND

25 HE DIDN'T WORK. AND THE NEXT THING I KNOW I GET A

1 PHONE CALL THAT HE'D BEEN FOUND IN THE RAFTERS.
2 Q. OKAY. SO, ON NOVEMBER 18TH -- I'M LOOKING AT APA
3 PAGE 36. THIS IS -- THIS RECORD, WHAT IS THAT?
4 A. THAT IS MY T-MOBILE BILLS.
5 Q. DID YOU ALL PULL THIS OFF THE COMPUTER?
6 A. YES.
7 Q. AND ON NOVEMBER 18TH, 2012, DOES IT SHOW AT 7:23
8 A.M. AN INCOMING CALL FROM PHONE NUMBER 910-918-
9 1190?
10 A. YES, SIR.
11 Q. AND WHOSE PHONE NUMBER IS THAT?
12 A. THAT'S MR. TONY RANSOM'S.
13 Q. YOU ALL SPOKE FOR FOUR MINUTES?
14 A. SOMEWHERE WITHIN THAT TIME. I CAN'T ---
15 Q. ACCORDING TO THIS ---
16 A. --- RECOLLECT.
17 Q. SORRY; I TOOK IT AWAY TOO EARLY. OKAY. TELL ME
18 AGAIN WHAT YOUR CONVERSATION WAS..
19 A. WE WERE TALKING ABOUT THE RAIN.
20 Q. DID YOU INSTRUCT HIM NOT TO WORK IN THE RAIN?
21 BY MR. BASS:
22 EXCUSE ME JUST A SECOND. COMMISSIONER, I'M
23 GOING TO HAVE TO OBJECT TO LEADING ABOUT THAT
24 PARTICULAR POINT.
25 BY THE COMMISSIONER:

1 SUSTAINED.

2 DIRECT EXAMINATION RESUMED BY MR. HYLTON:

3 Q. WHAT WAS YOU ALL'S DISCUSSION ABOUT WORKING IN THE
4 RAIN?

5 A. I MEAN, IT'S JUST AN OSHA RULE AND EVEN A BUILDERS
6 FIRSTSOURCE RULE IF IT'S RAINING YOU'RE NOT SUPPOSED
7 TO BE ON A ROOF WITHOUT NO SHINGLES OR NO FELT
8 PAPER.

9 Q. DID YOU SPECIFICALLY TELL HIM NOT TO WORK?

10 A. YES, EVERYONE KNOWED THE RULES.

11 Q. BUT DID YOU SPECIFICALLY TELL HIM ON THAT TELEPHONE
12 CALL, "DON'T WORK ON THE ROOF"?

13 A. YES, I DID.

14 Q. DO YOU ALL WORK UNDER TARPS?

15 A. NO, SIR. OSHA WOULD FINE YOU IF YOU HAD A TARP ON A
16 JOB AND WAS WORKING UP UNDER IT.

17 Q. AND WHY IS THAT?

18 A. 'CAUSE THAT'S JUST -- IT'S AGAINST, I GUESS, THE
19 CODES OR THE RULES. I MEAN, IT'S NOT SAFE.

20 Q. DO YOU ALL WORK ON SUNDAYS?

21 A. NOT EVERY SUNDAY. THERE HAD BEEN SUNDAYS THAT WE
22 DID WORK, BUT NOT EVERY SUNDAY.

23 Q. WERE YOU ALL -- WAS EVERYBODY SCHEDULED TO COME IN
24 AND WORK THAT SUNDAY?

25 A. NO, SIR.

- 1 Q. WHY NOT THAT SUNDAY?
- 2 A. 'CAUSE IT WAS RAINING. IT HAD BEEN RAINING THE DAY
- 3 BEFORE, THAT NIGHT, AND THEN THE FOLLOWING DAY.
- 4 Q. WE'VE HEARD SOME TESTIMONY ABOUT A MEETING THAT TOOK
- 5 PLACE THE DAY BEFORE; IS THAT CORRECT?
- 6 A. I HAVE NO IDEA 'CAUSE I WASN'T AT IT.
- 7 Q. YOU DON'T HAVE ANY RECOLLECTION OF ATTENDING A
- 8 MEETING ABOUT WORKING ON THE NEXT ---
- 9 A. NO, SIR. MOST OF THE TIME WHEN I TALKED TO ANTHONY
- 10 AND THEM, IT WAS ON THE TELEPHONE. I HAD OTHER
- 11 PROJECTS GOING ON OTHER PLACES.
- 12 Q. DID MR. RANSOM COME AND PICK UP A TARP FROM YOU THAT
- 13 NIGHT?
- 14 A. NO, SIR. I DIDN'T EVEN OWN A TARP.
- 15 Q. YOU'VE NEVER OWNED A TARP?
- 16 A. NO.
- 17 Q. AND, AGAIN, THAT SEEMS UNUSUAL TO ME, YOU BEING IN
- 18 CONSTRUCTION. WHY DON'T YOU OWN TARPS?
- 19 A. WHY WOULD YOU -- I MEAN, IF A HOUSE -- IF YOU'RE
- 20 BUILDING A HOUSE AND YOU'VE GOT TO PUT A TARP ON IT
- 21 -- I MEAN, TO ME IT LOOKS LIKE YOU WOULD GET A ROOF
- 22 DONE AND OTHER STUFF BEFORE YOU'RE TRYING TO BUILD
- 23 SOMETHING ON THE INSIDE TO KEEP THE WEATHER OUT. I
- 24 MEAN, I JUST NEVER HAD NO NEED FOR A TARP.
- 25 Q. IS IT UNUSUAL TO LET WATER COME DOWN INTO A HOUSE?

1 A. HAPPENS EVERY DAY.

2 Q. WAS THERE ANYTHING FINISHED IN THAT HOUSE?

3 A. NO, SIR.

4 Q. WAS IT JUST -- WHAT WAS IN THERE?

5 A. IT'S STICK-FRAMED.

6 Q. OKAY. AND WHAT -- STICK FRAME, IS THAT JUST TWO-BY-

7 FOURS AND CONCRETE?

8 A. TWO-BY-FOUR WALLS AND CONCRETE, YES.

9 Q. WOULD ANY OF THAT HAVE BEEN HURT IF IT GOT WET?

10 A. NO, SIR.

11 Q. WHAT FRAMING WOULD YOU BE DOING IF THERE WAS ALREADY

12 A ROOF UP?

13 A. THE ONLY FRAMING YOU REALLY HAVE WOULD BE LIKE

14 BRACING AND BUILDING YOUR WALLS, STUFF LIKE THAT.

15 Q. WAS THAT GOING ON THAT DAY AT LAFAYETTE PARK?

16 A. THAT DAY I CAN'T TELL YOU. I WAS NOT THERE.

17 Q. THE DAY BEFORE WAS THAT GOING ON?

18 A. THE DAY BEFORE, I DON'T KNOW. I DON'T KNOW. IT HAD

19 PROBABLY BEEN FOUR DAYS SINCE I HAD BEEN ON THAT

20 JOB.

21 Q. AND WHY WAS THAT?

22 A. 'CAUSE I HAD OTHER PROJECTS GOING ON.

23 Q. OKAY. WHEN YOU'RE NOT ON THAT PROJECT WHO'S IN

24 CHARGE?

25 A. USUALLY TONY WOULD RUN THE GUYS IF TONY WAS ON THE

1 JOB.

2 Q. DO YOU CALL EACH INDIVIDUAL OR GUY TO TELL THEM NOT
3 TO WORK?

4 A. SOMETIMES. A LOT OF TIMES TONY WOULD HANDLE IT, BUT
5 SOMETIMES I WOULD.

6 BY MR. HYLTON:

7 I THINK THAT'S ALL THE QUESTIONS I HAVE.

8 BY THE COMMISSIONER:

9 ANY QUESTIONS OF THIS WITNESS FROM THE FUND?

10 CROSS EXAMINATION BY MS. GLOVER:

11 Q. MR. CLARK, WHAT IS YOUR BUSINESS ADDRESS?

12 A. THE -- 1076 WESLIN CREEK DRIVE, MYRTLE BEACH.

13 Q. WEST WHAT?

14 A. WESLIN CREEK DRIVE, MYRTLE BEACH 29588.

15 Q. IS THERE A BUSINESS TELEPHONE NUMBER?

16 A. IT WOULD BE -- AT THAT TIME, I DON'T EVEN -- I HAVE
17 NO IDEA WHAT IT WAS. I AIN'T GOT THE SAME PHONE
18 NUMBER NO MORE.

19 Q. WELL, WHAT IS YOUR CURRENT PHONE NUMBER?

20 A. CURRENT PHONE NUMBER IS 843-304-1404.

21 Q. 1404?

22 A. YES.

23 Q. AND ABOUT WHAT TIME DID YOU RECEIVE A CALL REGARDING
24 MR. RANSOM'S FALL?

25 A. I WANT TO SAY IT WAS APPROXIMATELY SOMEWHERE AROUND

1 9:30, 10:00, SOMEWHERE IN THAT BALLPARK. I DON'T

2 ---

3 Q. WHO CALLED YOU?

4 A. I THINK THE GUY THAT CALLED ME WAS RICK.

5 Q. OKAY. AND HE WAS ONE OF THE GUYS THAT WAS WORKING
6 IN THE CREW WITH MR. RANSOM?

7 A. YES.

8 Q. AND DID HE TELL YOU WHAT TIME HE ARRIVED AT THE JOB
9 SITE?

10 BY MR. BASS:

11 OBJECT TO THE HEARSAY, COMMISSIONER.

12 BY THE COMMISSIONER:..

13 WHO IS "HE"?

14 BY MS. GLOVER:

15 RICK.

16 BY THE COMMISSIONER:

17 SUSTAINED.

18 WITNESS ANSWERS:

19 A. HE JUST TOLD ME HE ---

20 BY MS. GLOVER:

21 YOU CAN'T ---

22 BY THE COMMISSIONER:

23 SUSTAINED MEANS THAT OBJECTION WAS UPHELD.

24 BY MS. GLOVER:

25 IT MEANS YOU CAN'T ANSWER IT.

1 BY THE COMMISSIONER:

2 YES. THANK YOU.

3 CROSS EXAMINATION RESUMED BY MS. GLOVER:

4 Q. NOW, YOU SAID YOU HAD ANOTHER JOB GOING AT THE SAME
5 TIME AS THIS ONE AT LAFAYETTE PLACE? IS IT
6 LAFAYETTE PLACE OR PARK?

7 A. LAFAYETTE PARK.

8 Q. SO, ON NOVEMBER THE 17TH, WERE YOU ON THAT JOB SITE
9 AT ALL, WHICH IS THE DAY BEFORE?

10 A. NO, MA'AM.

11 Q. AND SO YOU LEFT MR. RANSOM IN CHARGE?

12 A. YES.

13 Q. AND DID YOU TALK TO MR. RANSOM AT ANY TIME DURING
14 THE COURSE OF THAT DAY?

15 A. I PROBABLY DID. I CAN'T RECALL, BUT I PROBABLY DID.

16 Q. BUT YOU HAD A CONVERSATION WITH HIM THAT SUNDAY
17 MORNING ABOUT NOT WORKING ---

18 A. YES.

19 Q. --- DUE TO THE RAIN?

20 A. YES.

21 BY MS. GLOVER:

22 OKAY. I DON'T HAVE ANY OTHER QUESTIONS.

23 BY THE COMMISSIONER:

24 AND, SIR, YOU DON'T HAVE TO ASK YOURSELF
25 QUESTIONS, BUT AS A PARTY PARTICIPANT YOU ARE

1 ALLOWED TO ASK QUESTIONS, AND SINCE YOU ARE ALSO A
2 WITNESS, IS THERE ANYTHING ELSE THAT YOU WANT TO
3 SAY, SIR?

4 BY MR. CLARK:

5 NO.

6 BY THE COMMISSIONER:

7 CROSS EXAMINATION?

8 BY MR. BASS:

9 SURE.

10 CROSS EXAMINATION BY MR. BASS:

11 Q. SIR, ARE YOU -- IS IT YOUR TESTIMONY THAT YOU DIDN'T
12 TALK TO TONY RANSOM ON NOVEMBER 17TH, 2012, THE
13 NIGHT BEFORE HE GOT HURT?

14 A. I'M NOT SAYING I DIDN'T TALK TO HIM. I JUST SAID I
15 DON'T RECALL. I CAN'T TELL YOU. I DON'T KNOW. I
16 MAY HAVE.

17 Q. OKAY.

18 A. IT'S BEEN A LONG TIME.

19 Q. YES. I UNDERSTAND. AND AS I UNDERSTAND IT -- LET
20 ME SEE IF I CAN GET THIS STRAIGHT. YOUR TESTIMONY
21 IS THAT WHEN YOU HIRED TONY RANSOM YOU HIRED HIM AS
22 AN EMPLOYEE, RIGHT?

23 A. I HIRED HIM AND HIS CREW.

24 Q. OKAY. WELL, LET'S -- YOU HIRED HIM AS YOUR
25 EMPLOYEE, IS THAT RIGHT?

1 A. YEAH. IT WAS CONTRACT LABOR; YES, SIR.

2 Q. OH, SO YOU'RE SAYING HE'S NOT AN EMPLOYEE NOW?

3 A. CONTRACT LABOR.

4 Q. CONTRACT ---

5 A. AT THAT TIME WHEN TONY COME ABOARD AT 84 LUMBER,

6 TONY BROUGHT GUYS WITH HIM. EVENTUALLY, WHEN I WENT

7 TO BUILDERS FIRSTSOURCE TONY COME TO WORK FOR ME AND

8 WORKED ON DIFFERENT JOBS, AND HIS OTHER GUYS WORKED

9 ON DIFFERENT JOBS.

10 Q. OKAY. SO, AT WHAT POINT DID HE BECOME YOUR

11 EMPLOYEE?

12 A. DURING BUILDERS FIRSTSOURCE.

13 Q. BUILDERS FIRSTSOURCE, OKAY. SO YOU'RE SAYING THAT

14 AT SOME POINT IN TIME WHEN YOU HAD SOME WORK FROM

15 BUILDERS FIRSTSOURCE, TONY RANSOM WAS YOUR EMPLOYEE,

16 BUT HE HAD A CREW THAT HE WAS SUBBING OUT TO YOU?

17 A. EVENTUALLY IT GOT TO WHERE I PAID EVERYBODY.

18 Q. SIR, YOU NEED TO ANSWER MY QUESTION. OKAY?

19 A. OKAY.

20 Q. YOU'RE TELLING THE COMMISSIONER THAT AT SOME POINT

21 TONY RANSOM WAS YOUR EMPLOYEE BUT THAT HE HAD HIS

22 OWN CREW THAT HE WS SUBBING OUT TO YOU?

23 A. NO, SIR; I DID NOT SAY THAT.

24 Q. YOU DIDN'T SAY THAT?

25 A. NO, SIR.

1 Q. HAVE YOU EVER SAID THAT?

2 A. I SAID THAT TONY, WHEN HE COME ABOARD ON 84 LUMBER,
3 HAD A CREW OF GUYS THAT I PAID TONY AND TONY WOULD
4 PAY THE CREW OF GUYS. ONCE WE WENT TO BUILDERS
5 FIRSTSOURCE TO WORK, EVERYBODY GOT SPLIT UP. TONY
6 WORKED HERE; THE OTHER GUYS WORKED HERE. I STARTED
7 PAYING EVERYBODY HOURLY.

8 Q. HOURLY?

9 A. YES, SIR.

10 Q. OKAY. NOW, AT SOME POINT DID TONY KEEP TRACK OF
11 EVERYBODY'S TIME?

12 A. AT THE BEGINNING HE DID, AT 84 LUMBER, YES.

13 Q. OKAY. IN OTHER WORDS, RIGHT AFTER HE STARTED
14 WORKING FOR YOU, YOU MADE HIM YOUR LEAD MAN, DIDN'T
15 YOU?

16 A. NO, SIR. JACOB WAS MY LEAD MAN.

17 Q. OKAY. SO TONY, BEING CONTRACT LABOR AT THAT POINT,
18 HE STILL KEPT TRACK OF EVERYBODY'S TIME; IS THAT
19 WHAT YOU'RE TELLING ME?

20 A. THE GUYS THAT HE BROUGHT ABOARD HE DID.

21 Q. OKAY. WELL, I'M GOING TO SHOW YOU TWO EXHIBITS TO
22 YOUR DEPOSITION.

23 BY MR. HYLTON:

24 I'M GOING TO OBJECT. THIS IS NOT IN EVIDENCE.
25 IT'S NOT BEEN SUBMITTED. IT'S NOT LISTED ON THE

1 APAs.

2 BY MR. BASS:

3 IT'S -- LET'S SEE. IT'S IMPEACHMENT.

4 BY MR. HYLTON:

5 IT'S NOT LISTED AS EVIDENCE HE'S GOING TO BE
6 RELYING ON.

7 BY MR. BASS:

8 IT'S IMPEACHMENT, COMMISSIONER.

9 BY THE COMMISSIONER:

10 OKAY. HOLD ON A SECOND. I'M NOT REALLY SURE
11 WHAT YOU ALL REFERRING TO AT THIS MOMENT. YOU'RE
12 MUCH MORE KNOWLEDGEABLE THAN I AM ON IT. IT IS AN
13 EXHIBIT TO A DEPOSITION THAT WAS TAKEN. IS THE
14 DEPOSITION LISTED AS -- ON THE APAs?

15 BY MR. HYLTON:

16 IT IS LISTED ON HIS APAs, BUT IT WAS NOT
17 OFFERED UP INTO EVIDENCE AT THE TIME WHEN WE
18 SUBMITTED EVERYTHING TO THE COMMISSION.

19 BY THE COMMISSIONER:

20 THERE ARE APAs AND THERE ARE EXHIBITS THAT CAN
21 BE USED DURING THE TESTIMONY THAT DON'T NECESSARILY
22 HAVE TO BE LISTED IN THE APAs, AND, AGAIN, YOU ALL
23 HAVE ME AT A DISADVANTAGE. AS FAR AS THE NOTICE
24 ISSUE, IF IT IS ATTACHED TO THE DEPOSITION AND THE
25 DEPOSITION CERTAINLY WAS NOTICED IN THE BRIEFS, THEN

1 THERE'S NOT A NOTICE ISSUE. SO BEYOND THAT ---

2 BY MR. HYLTON:

3 I'LL WITHDRAW.

4 BY THE COMMISSIONER:

5 --- I WOULD NEED TO TAKE SPECIFIC OBJECTIONS

6 ---

7 BY MR. HYLTON:

8 I'LL WITHDRAW.

9 BY THE COMMISSIONER:

10 --- TO WHATEVER IT IS.

11 BY MR. HYLTON:

12 I'LL WITHDRAW.

13 BY THE COMMISSIONER:

14 OKAY.

15 BY MR. BASS:

16 THANK YOU.

17 CROSS EXAMINATION RESUMED BY MR. BASS:

18 Q. ALL RIGHT, MR. CLARK. I'M GOING TO LOOK -- I'M
19 GOING TO SHOW YOU WHAT WAS EXHIBIT TWO TO YOUR
20 DEPOSITION AND ASK YOU IF YOU RECOGNIZE THAT TO BE
21 ONE OF THE TIME CARDS THAT MR. RANSOM KEPT FOR SOME
22 OF YOUR EMPLOYEES?

23 A. YES, THIS WAS A TIME CARD THAT WAS GAVE IN AT 84
24 LUMBER WHEN WE WERE DOING WORK FOR 84.

25 Q. ALL RIGHT. IF YOU WOULD, TELL THE COMMISSIONER HOW

1 MANY HOURS ARE LISTED FOR MR. RANSOM FOR THAT WEEK.

2 A. 54.5.

3 Q. I'M GOING TO SHOW YOU EXHIBIT THREE TO YOUR

4 DEPOSITION. IS THAT A SIMILAR TIME CARD FILLED OUT?

5 A. IT'S SIMILAR, YEAH.

6 Q. OKAY. IF YOU WOULD, TELL ME HOW MANY HOURS ARE

7 LISTED FOR MR. RANSOM ON THAT PARTICULAR WEEK.

8 A. IT'S RIGHT HERE?

9 Q. YES, SIR.

10 A. IT SAYS 61. THIS WROTE IN INK PEN?

11 Q. NO, SIR. THIS ONE.

12 A. OH, 54.

13 Q. FIFTY-FOUR. NOW, MR. CLARK, DO YOU KNOW OF SOME LAW

14 THAT WAS PASSED, SOME SPECIAL LAW THAT ALLOWS YOU TO

15 AVOID PAYING YOUR EMPLOYEES TIME-AND-A-HALF IF THEY

16 WORK OVER 40 HOURS A WEEK?

17 A. NO. NO, SIR.

18 Q. YOU AGREE THAT IF ONE OF YOUR EMPLOYEES WORKS MORE

19 THAN 40 HOURS A WEEK THEY'RE REQUIRED -- YOU'RE

20 REQUIRED TO PAY THEM OVERTIME, AREN'T YOU? YOU JUST

21 DON'T DO IT?

22 A. I JUST DIDN'T DO IT. THAT'S WHAT WE HAD ALL AGREED

23 UPON.

24 Q. YOU WOULD AGREE, THOUGH, THAT BY FEDERAL LAW YOU'RE

25 SUPPOSED TO?

1 A. YES, YES. BUT ACCORDING TO TONY I DID PAY HIM.

2 Q. AND GIVEN THAT THAT'S FEDERAL LAW, YOU'D AGREE THAT
3 IT'S FAIR THAT IF YOU'VE GOT AN EMPLOYEE WORKING
4 OVER 40 HOURS A WEEK THEY NEED TO BE PAID TIME-AND-
5 A-HALF?

6 A. I AGREE.

7 BY MR. HYLTON:

8 I OBJECT. THE TESTIMONY IS -- WHAT THEY NEED
9 TO BE PAID AND WHAT THEY WERE PAID ARE TWO DIFFERENT
10 THINGS.

11 BY MR. BASS:

12 I WOULD CITE THE FAIRNESS ARGUMENT THAT MR.
13 HYLTON MADE WHEN HE WAS CROSS EXAMINING MY CLIENT.
14 THAT'S THE ULTIMATE ARBITER OF WHAT AVERAGE WEEKLY
15 WAGE IS.

16 BY THE COMMISSIONER:

17 ALL RIGHT. I'M GOING TO OVERRULE THE
18 OBJECTION. AGAIN, I WILL WEIGH THE EVIDENCE.

19 CROSS EXAMINATION RESUMED BY MR. BASS:

20 Q. LET ME ASK YOU THIS, MR. CLARK: DIDN'T YOU SAY IN
21 YOUR DEPOSITION THAT ROB AND RICK WERE EMPLOYEES OF
22 TONY RANSOM AND WEREN'T YOUR EMPLOYEES?

23 A. THEY WERE HIRED BY TONY, YES.

24 Q. OKAY.. SO, AGAIN, YOU'VE GOT AN EMPLOYEE WORKING FOR
25 YOU WHO HAS HIS CREW THAT HE'S SUBBING OUT TO YOU?

1 A. I HAD AN EMPLOYEE FOR ME THAT WENT AND HIRED PEOPLE
2 THAT I DIDN'T KNOW HE'D HIRED AT THE TIME.

3 Q. OH, SO YOU'RE SAYING THAT YOU DIDN'T KNOW THAT --
4 YOU DIDN'T HIRE RICK AND ROB?

5 A. NO, SIR.

6 Q. OKAY. AND I BELIEVE I ASKED YOU IN YOUR DEPOSITION
7 WHETHER OR NOT THE COMMISSIONER COULD RELY ON THE
8 REST OF YOUR TESTIMONY BEING AS TRUTHFUL AS THE
9 TESTIMONY THAT YOU GAVE ABOUT RICK AND ROB?

10 A. YES.

11 Q. ABOUT ANTHONY BEING YOUR EMPLOYEE BUT SUBBING OUT
12 HIS CREW?

13 A. YES, SIR.

14 Q. OKAY. NOW ---

15 BY MR. HYLTON:

16 OBJECTION TO RELEVANCE ON THIS, COMMISSIONER.
17 WE'VE ALREADY ESTABLISHED THERE WERE FOUR OR MORE
18 EMPLOYEES THERE.

19 BY MR. BASS:

20 CREDIBILITY, YOUR HONOR.

21 BY MR. HYLTON:

22 THEN RELEVANCY, THERE'S NO RELEVANCY TO THE
23 LINE OF QUESTIONING.

24 BY THE COMMISSIONER:

25 I'M GOING TO OVERRULE THE OBJECTION.

CROSS EXAMINATION RESUMED BY MR. BASS:

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Q. NOW, YOU SAY THAT MR. RANSOM HIRED THEM WITHOUT YOU KNOWING. DID YOU RUN THEM OFF?

A. DID I RUN THEM OFF? NO, I DIDN'T RUN THEM OFF.

Q. NO, YOU DIDN'T, DID YOU? YOU KEPT THEM AND YOU PAID THEM?

A. THEY FINALLY QUIT.

Q. BEG YOUR PARDON?

A. THEY QUIT.

Q. AND YOU PAID THEM IN THE MEANTIME, DIDN'T YOU?

A. YES, I PAID THEM. YES, SIR. CAN'T LET THEM WORK FOR FREE.

Q. NOW, AS FAR AS THE -- AS FAR AS THE CONVERSATION THAT YOU SAY DIDN'T TAKE PLACE, THIS MEETING, ARE YOU SAYING THAT YOU WEREN'T AT THE JOB SITE AT QUITTING TIME ON SATURDAY, NOVEMBER 17TH, 2012?

A. NO, SIR; I WAS IN MURRELLS INLET WORKING ON A HOUSE.

Q. YOU WEREN'T THERE?

A. NO, SIR.

Q. OKAY. AND YOUR TESTIMONY -- I WANT TO KNOW EXACTLY THE WORDS YOU TOLD -- LET ME BACK UP. THE MORNING OF SUNDAY, NOVEMBER 18TH, 2012, YOUR RECORDS, DO THEY REFLECT A CALL FROM TONY TO YOU RIGHT BEFORE 8:00 OR TO YOU FROM TONY?

A. FROM TONY TO ME.

1 Q. OKAY. AND WHAT IS YOUR RECOLLECTION AS TO WHERE HE
2 WAS WHEN HE CALLED YOU?
3 A. I FIGURED HE WAS AT HOME. I HAVE NO IDEA. I DIDN'T
4 ASK.
5 Q. YOU DIDN'T YOU?
6 A. I DIDN'T ASK.
7 Q. OKAY. AND I THINK YOUR TESTIMONY WAS YOU TOLD HIM,
8 "GO TO THE JOB SITE, AND IF IT'S NOT RAINING LET ME
9 KNOW. GIVE ME A CALL"?
10 A. I DID NOT TELL HIM TO GO TO THE JOB SITE AND IF IT'S
11 NOT RAINING TO CALL ME. HE SAID HE WAS GOING TO GO
12 TO THE JOB SITE AND IF IT WAS RAINING HE WOULD CALL
13 ME. NEVER GOT A PHONE CALL, SO I TOOK IT HE WASN'T
14 WORKING.
15 Q. OKAY. AND THAT WAS THE SUBSTANCE OF THE PHONE CALL;
16 NOTHING ELSE WAS SAID?
17 A. YES.
18 Q. THAT WAS IT?
19 A. YEAH.
20 Q. YOU'RE SURE?
21 A. TO MY KNOWLEDGE, YES.
22 Q. HE WAS SUPPOSED TO CALL YOU WHEN HE GOT TO THE ---
23 A. HE WAS SUPPOSED TO CALL ME AND LET ME KNOW IF IT WAS
24 RAINING.
25 Q. IF IT WAS RAINING; THAT'S RIGHT. AND THAT WAS ALL

1 THAT WAS SAID DURING THE ONLY CONVERSATION THAT YOU
2 HAD WITH HIM THAT MORNING?

3 A. I CAN'T RECALL THAT. IT'S A LONG TIME AGO.

4 Q. YOU JUST TOLD ME THAT WAS ALL.

5 A. TO MY KNOWLEDGE, YES.

6 Q. OKAY. SO, THE ONE TIME YOU TALKED TO HIM ON
7 NOVEMBER THE 18TH WAS HE TOLD YOU HE WAS GOING TO GO
8 TO THE JOB SITE TO SEE IF IT WAS RAINING, AND YOU
9 TOLD HIM CALL YOU BACK AND LET ME KNOW?

10 A. YES.

11 Q. AND THAT WAS IT?

12 A. TO MY KNOWLEDGE, SIR, YES.

13 BY MR. BASS:

14 THAT'S IT. THAT'S ALL I HAVE.

15 BY THE COMMISSIONER:

16 REDIRECT?

17 REDIRECT EXAMINATION BY MR. HYLTON:

18 Q. YOU HAD SPECIFIC INSTRUCTIONS WITH MR. RANSOM IN THE
19 PAST NOT TO GO UP ON THE ROOF WHEN IT'S RAINING; IS
20 THAT CORRECT?

21 A. YES. ALL EMPLOYEES KNOW THAT, YES.

22 BY MR. HYLTON:

23 THAT'S ALL THE QUESTIONS I HAVE.

24 BY THE COMMISSIONER:

25 CROSS?

1 BY MS. GLOVER:

2 NO QUESTIONS.

3 BY THE COMMISSIONER:

4 DO YOU HAVE ANYTHING YOU WISH TO ADD, SIR?

5 BY MR. CLARK:

6 NO, MA'AM.

7 BY MR. BASS:

8 COMMISSIONER, I'VE GOT QUESTIONS. I'VE GOT ONE
9 MORE QUESTION BASED ON SOMETHING HE ASKED. RE CROSS.
10 I'VE ONLY HAD ONE CRACK AT HIM.

11 RE CROSS EXAMINATION BY MR. BASS:

12 Q. OKAY. SO, YOU'RE RELYING THEN TODAY ON
13 CONVERSATIONS THAT YOU HAD WITH TONY IN THE PAST
14 ABOUT GETTING UP ON A ROOF WHEN IT'S RAINING; YOU
15 AGREE WITH THAT?

16 A. YES.

17 Q. YOU'VE ALREADY ADMITTED THAT YOU DIDN'T TELL HIM
18 THAT ON SUNDAY MORNING?

19 A. YES, I DID.

20 Q. YOU DID?

21 A. I DID TELL HIM THAT.

22 Q. I THOUGHT YOU JUST TOLD US THAT THE ONLY THING YOU
23 TOLD HIM DURING THE PHONE CONVERSATION WAS, HE SAID,
24 "I'M GOING TO THE JOB SITE." YOU SAID, "CALL ME AND
25 LET ME KNOW HOW IT LOOKS"?

1 A. RIGHT, 'CAUSE THEY KNOW NOT TO WORK ON A ROOF IF
2 IT'S RAINING.

3 Q. BUT THAT'S NOT THE POINT. THE POINT IS DURING THAT
4 CONVERSATION YOU DIDN'T TELL HIM SPECIFICALLY,
5 "DON'T GET ON THAT ROOF," DID YOU?

6 A. I DIDN'T SAY, "DON'T GET ON THE ROOF." I JUST SAID,
7 "WE'RE NOT WORKING IF IT'S RAINING," BASICALLY.

8 Q. YOU KEEP ADDING THINGS TO THE CONVERSATION. YOU'VE
9 TESTIFIED TWICE TONY SAID, "I'M GOING TO GO TO THE
10 JOB SITE," AND YOU SAID, "GIVE ME A CALL AND LET ME
11 KNOW." AND I ASKED YOU SEVERAL TIMES, "ARE YOU SURE
12 THAT'S ALL THERE WAS TO THE CONVERSATION?" AND YOU
13 SAID SEVERAL TIMES, "YES, THAT WAS ALL." NOW, DO
14 YOU WANT TO CRAWFISH ON YOUR TESTIMONY, OR ARE YOU
15 GOING TO STICK WITH IT?

16 BY MR. HYLTON:

17 OBJECTION; ARGUMENTATIVE.

18 BY THE COMMISSIONER:

19 SUSTAINED.

20 WITNESS ANSWERS:

21 A. WHATEVER THE DEPOSITION SAYS AND THIS SAYS, I MEAN.

22 RECROSS EXAMINATION RESUMED BY MR. BASS:

23 Q. NO, NO, NO, NO, NO. I WANT TO KNOW WHAT YOU SAID
24 TODAY. DID YOU NOT TELL ME THAT SEVERAL TIMES?

25 BY MR. HYLTON:

1 OBJECTION; ASKED AND ANSWERED.

2 WITNESS ANSWERS:

3 A. I HAVE NO IDEA WHAT I TOLD YOU. I KNOW THAT WHAT I
4 TOLD HIM WAS WE'RE NOT WORKING WHEN IT RAINS.

5 RECROSS EXAMINATION RESUMED BY MR. BASS:

6 Q. BUT THAT'S NOT WHAT YOU TESTIFIED TO TODAY, SIR.
7 DIDN'T YOU TELL ME ---

8 A. I MAY HAVE GOT MIXED UP WHEN YOU ASKED ME QUESTIONS.
9 I MEAN, YOU'RE COMING AT ME SO HARD; I DON'T REALLY
10 -- IT TAKES ME A MINUTE TO GET IT IN AND ---

11 Q. OKAY. SO NOW YOU'RE CHANGING YOUR TESTIMONY AND ---

12 A. NO, I'M NOT CHANGING MY TESTIMONY.

13 BY MR. HYLTON:

14 OBJECTION; ARGUMENTATIVE.

15 BY THE COMMISSIONER:

16 SUSTAINED.

17 RECROSS EXAMINATION RESUMED BY MR. BASS:

18 Q. IS IT STILL YOUR TESTIMONY THAT DURING THE
19 CONVERSATION THAT YOU HAD WITH HIM ON SUNDAY MORNING
20 WHERE HE CALLED YOU -- YOU AGREE WITH THAT; HE
21 CALLED YOU?

22 A. YES, HE DID CALL ME.

23 Q. OKAY. DURING THAT CONVERSATION HE TOLD YOU HE WAS
24 GOING TO THE JOB SITE TO SEE HOW IT WAS, RIGHT?

25 A. YES.

1 Q. AND THEN HE SAID, "I'LL CALL YOU," AND YOU SAID,
2 "OKAY," AND THAT WAS IT?

3 A. IF IT WAS -- IF IT WAS RAINING. IF IT WAS RAINING
4 TO CALL ME ---

5 Q. TO CALL.

6 A. --- 'CAUSE WE'RE NOT WORKING IN THE RAIN. THAT'S
7 ALL THAT WAS SAID.

8 Q. OKAY. SO NOW YOU'RE ADDING "'CAUSE WE'RE NOT
9 WORKING IN THE RAIN"?

10 BY MR. HYLTON:

11 OBJECTION; ASKED AND ANSWERED.

12 BY MR. BASS:

13 COMMISSIONER, I THINK I'M ENTITLED TO FIND OUT
14 WHAT HIS REAL TESTIMONY IS. THIS IS ABOUT THE
15 FOURTH VARIATION OF WHAT HE SAID TODAY.

16 BY MR. HYLTON:

17 OBJECTION.

18 WITNESS ANSWERS:

19 A. IT WAS WORDED SOMETHING LIKE THAT.

20 BY THE COMMISSIONER:

21 ALL RIGHT. I'M GOING TO ALLOW EVERYBODY AN
22 OPPORTUNITY TO ASK QUESTIONS, BUT AT SOME POINT THEY
23 DO BECOME REPETITIVE.

24 BY THE WITNESS:

25 I'M JUST NERVOUS. I MEAN ---

1 BY THE COMMISSIONER:

2 OKAY. AND HE ANSWERED THE QUESTION. I THINK
3 HE'S ANSWERED THE QUESTION.

4 BY MR. BASS:

5 OKAY.

6 RECROSS EXAMINATION RESUMED BY MR. BASS:

7 Q. DO YOU KNOW FOR SURE WHAT YOU TOLD HIM DURING THE
8 CONVERSATION ON SUNDAY MORNING?

9 A. I KNOW THAT I TOLD HIM THAT IF IT WAS RAINING WE
10 WERE NOT WORKING. HOW IT WAS WORDED TO HIM ON THE
11 TELEPHONE BESIDES WE'RE NOT WORKING IF IT'S RAINING,
12 I CAN'T EXACTLY REMEMBER EVERY OTHER WORD THAT WAS
13 SAID DURING THAT CONVERSATION IN THAT FOUR MINUTES.

14 Q. OKAY. SO NOW YOU'RE SAYING THAT YOU DID TELL HIM WE
15 WEREN'T WORKING. WHEN YOU SAY, "WE," WHAT DO YOU
16 MEAN?

17 A. ME AND HIM AND THE OTHER GUYS, RICK AND THEM, THAT
18 WAS WORKING WITH HIM.

19 Q. OKAY. NOW, I WANT TO MAKE SURE THAT YOU HAVE AN
20 OPPORTUNITY TO TELL ME EVERYTHING THAT YOU CAN
21 REMEMBER SAYING DURING THAT CONVERSATION. HAVE YOU
22 TOLD ME EVERYTHING YOU CAN REMEMBER SAYING TO HIM?

23 A. THAT I CAN REMEMBER RIGHT NOW? YES.

24 Q. OKAY. NOW, HAVE THERE BEEN OCCASIONS WHEN -- WELL,
25 YOU MAY NOT KNOW. DO YOU KNOW OF YOUR OWN PERSONAL

1 KNOWLEDGE WHETHER OR NOT TONY HAS DONE ANY WORK IN
2 FURTHERANCE OF YOUR BUSINESS DURING A RAIN DAY?

3 A. DURING A RAIN DAY?

4 Q. YES.

5 A. IF WE HAD HAD A HOUSE THAT HAD BEEN DRIED IN WITH
6 SHINGLES ON IT, YES.

7 BY MR. HYLTON:

8 OBJECTION. I BELIEVE THS IS OUTSIDE OF MY
9 DIRECT ---

10 BY THE COMMISSIONER:

11 HOLD ON A SECOND.

12 BY MR. HYLTON:

13 MY SIMPLE QUESTION WAS -- I THINK IT'S OUTSIDE
14 OF ---

15 BY MR. BASS:

16 COMMISSIONER, HE ASKED HIM ABOUT THE ROOF AND
17 THE RAIN, AND SO DID MS. GLOVER.

18 BY MR. HYLTON:

19 I'LL WITHDRAW.

20 BY THE COMMISSIONER:

21 AND SINCE THIS IS THE CRUX OF EVERYBODY'S
22 ISSUE, I'M GOING TO LET EVERYBODY FLUSH IT OUT.

23 BY THE WITNESS:

24 CAN YOU REPEAT THE QUESTION ONE MORE TIME,
25 PLEASE?

1 BY MR. BASS:

2 SURE.

3 RECROSS EXAMINATION RESUMED BY MR. BASS:

4 Q. DO YOU KNOW OF YOUR OWN PERSONAL KNOWLEDGE WHETHER
5 OR NOT MR. RANSOM WORKED ON RAIN DAYS, DAYS ON WHICH
6 THE REST OF THE CREW DIDN'T WORK?

7 A. IF MR. RANSOM WORKED ON DAYS THAT -- RAIN DAYS THAT
8 NOBODY ELSE WORKED? NONE THAT I KNOW OF, NOT BY
9 YOURSELF ON A CONSTRUCTION SITE.

10 Q. YOU DON'T HAVE ANY PERSONAL KNOWLEDGE ONE WAY OR THE
11 OTHER?

12 A. NO, SIR.

13 Q. OKAY. YOU CAN'T SAY THAT HE DIDN'T?

14 A. TO MY KNOWLEDGE, NO.

15 Q. OKAY; FAIR ENOUGH. AND AS FAR AS THE -- WELL, I
16 THINK THAT'S ALL.

17 BY MR. BASS:

18 THANK YOU, COMMISSIONER.

19 BY THE COMMISSIONER:

20 ANY REDIRECT?

21 BY MR. HYLTON:

22 NO.

23 BY MS. GLOVER:

24 NO.

25 BY THE COMMISSIONER:

1 RECROSS FOR THE FUND? NONE? DO YOU HAVE
2 ANYTHING ADDITIONALLY, SIR?

3 BY MR. CLARK:

4 NO, MA'AM.

5 BY THE COMMISSIONER:

6 ALL RIGHT. YOU CAN STEP DOWN. THANK YOU. ARE
7 THERE ANY FURTHER WITNESSES?

8 BY MR. HYLTON:

9 I'LL CALL MS. BROWN. IT WILL BE VERY SHORT,
10 COMMISSIONER.

11 (OFF THE RECORD)

12 BY THE COMMISSIONER:

13 YOUR NAME, MA'AM?

14 BY THE WITNESS:

15 LISA BROWN.

16 BY THE COMMISSIONER:

17 IF YOU'LL RAISE YOUR RIGHT HAND.

18 * * * * * * * * * * * * * * *

19 THE WITNESS WAS DULY SWORN TO TELL THE TRUTH, THE
20 WHOLE TRUTH, AND NOTHING BUT THE TRUTH CONCERNING THE
21 MATTER HEREIN:

22 LISA BROWN,

23 BEING FIRST DULY SWORN, TESTIFIED ON HER OATH AS
24 FOLLOWS:

25 BY THE COMMISSIONER:

1 HAVE A SEAT FOR ME, PLEASE.

2 DIRECT EXAMINATION BY MR. HYLTON:

3 Q. MS. BROWN, WHAT RELATION ARE YOU TO MR. CLARK?

4 A. HE IS MY FIANCÉ.

5 Q. OKAY. HOW LONG HAVE YOU ALL BEEN ENGAGED?

6 A. FOR ALMOST FOUR YEARS NOW.

7 Q. DO YOU ALL LIVE TOGETHER?

8 A. YES.

9 Q. OKAY. DO YOU KNOW MR. RANSOM?

10 A. YES.

11 Q. HOW DO YOU KNOW MR. RANSOM?

12 A. HE HAS BEEN TO MY HOUSE A FEW TIMES, AND THAT'S ---

13 Q. WERE YOU PRESENT ON THE MORNING OF NOVEMBER 18TH

14 WHEN MR. RANSOM CALLED MR. CLARK?

15 A. I WAS.

16 Q. DID YOU OVERHEAR ANY PART OF THE CONVERSATION THAT

17 HE HAD ON HIS CELL PHONE?

18 A. JUST THAT JOHN WAS NOT GONNA BE WORKING TODAY

19 BECAUSE IT WAS RAINING.

20 Q. DID HE HAVE ANY INSTRUCTIONS TO MR. RANSOM REGARDING

21 WHAT TO DO THAT DAY?

22 A. JUST TO GIVE HIM A CALL BACK AND TO NOTIFY EVERYBODY

23 THAT THEY WEREN'T GONNA BE WORKING.

24 Q. AFTER THAT ACCIDENT HAPPENED ON NOVEMBER 18TH, 2012,

25 HAVE YOU SEEN MR. RANSOM AT ALL AFTER THAT?

1 A. YES.

2 Q. WHEN WAS THAT?

3 A. I'VE SEEN HIM A COUPLE TIMES. ONE TIME WAS WHEN I
4 WAS SHOPPING WITH JOHN AT OLD TIME POTTERY. HE HAD
5 MET US UP THERE WITH HIS WIFE OR FIANCEE,
6 GIRLFRIEND, WHOEVER, AND JOHN HAD GAVE HIM SOME
7 MONEY, AND HE WAS SAYING THAT HE WAS OKAY WITH WHAT
8 HAD HAPPENED AND THAT HE WAS WANTING TO KNOW IF HE
9 COULD GO BACK TO WORK WITH JOHN, AND JOHN HAD TOLD
10 HIM THAT WORK WAS SLOWING DOWN. AND THEN A SECOND
11 TIME HE HAD ACTUALLY CAME BY MY HOUSE AND GOT TWO OR
12 THREE LADDERS THAT WERE IN JOHN'S VAN.

13 Q. AND WHAT DID HE DO WITH THOSE LADDERS?

14 A. HE PUT THEM ON TOP OF HIS VAN.

15 Q. HIMSELF?

16 A. HIMSELF.

17 BY MR. HYLTON:

18 THAT'S ALL THE QUESTIONS I HAVE.

19 BY THE COMMISSIONER:

20 CROSS BY THE FUND?

21 BY MS. GLOVER:

22 NONE.

23 BY THE COMMISSIONER:

24 DO YOU HAVE ANY CROSS, SIR? CLAIMANT'S CROSS?

25 BY MR. BASS:

1 YES. THANK YOU.

2 CROSS EXAMINATION BY MR. BASS:

3 Q. MA'AM, AS FAR AS THE CONVERSATION THAT YOU HAD ON
4 NOVEMBER THE 18TH, OR THE CONVERSATION THAT YOU
5 CLAIM TO HAVE OVERHEARD ---

6 A. YES.

7 Q. --- ON NOVEMBER THE 18TH, 2012, YOU HEARD ONE SIDE
8 OF IT?

9 A. I HEARD ONE SIDE, WHICH WAS MY FIANCE'S SIDE, AND, I
10 MEAN, IT WAS LOUD AND CLEAR TO ME THAT MY FIANCÉ
11 WASN'T GONNA BE LEAVING THE HOUSE BECAUSE IT WAS
12 RAINING.

13 Q. OKAY. NOW, YOU CLAIM THAT YOU HEARD YOUR FIANCÉ
14 TELL WHOEVER IT WAS THAT WAS ON THE PHONE THAT HE
15 WAS TO CALL THE PEOPLE AND TELL THEM THAT HE WASN'T
16 WORKING?

17 A. BECAUSE ---

18 Q. THAT THEY WEREN'T WORKING THAT DAY?

19 A. --- THEY WERE ANTHONY'S WORKERS.

20 Q. THEY WERE ANTHONY'S WORKERS?

21 A. YES.

22 Q. THEY WEREN'T YOUR FIANCE'S?

23 A. NO.

24 Q. OKAY. SO ANTHONY WAS AN EMPLOYEE OF YOUR FIANCÉ,
25 AND HE WAS SUBBING OUT A CREW TO YOUR FIANCÉ?

1 A. NO. ACTUALLY, ANTHONY WAS SUBCONTRACTING FROM MY
2 FIANCÉ. HE HAD ACTUALLY CAME IN CONTACT WITH
3 ANTHONY ON A PREVIOUS OCCASION BEFORE BUILDERS
4 FIRSTSOURCE WAS EVEN INVOLVED, AND ANTHONY HAD
5 ALREADY BEEN WORKING UP IN THAT AREA WHERE THEY WERE
6 -- MY FIANCÉ HAD GOTTEN THE WORK FROM, AND HE HAD
7 ALREADY HAD HIS OWN CREW.

8 Q. OKAY. SO YOUR TESTIMONY IS THAT EVEN AS LATE AS THE
9 LAFAYETTE PARK WORK ANTHONY WAS NOT AN EMPLOYEE OF
10 YOUR FIANCÉ, BUT HE WAS A SUBCONTRACTOR?

11 A. YES. HE HAS ACTUALLY RANSOM CONSTRUCTION ON HIS
12 FRONT TAG OF HIS VAN.

13 Q. OKAY. CAN WE -- CAN THE COMMISSIONER COUNT ON ALL
14 OF YOUR TESTIMONY ---

15 A. SURE.

16 Q. --- BEING AS TRUTHFUL AS THAT PART OF IT?

17 A. SURE.

18 BY MR. BASS:

19 THANK YOU.

20 BY THE COMMISSIONER:

21 ANY REDIRECT?

22 BY MR. HYLTON:

23 NONE.

24 BY MS. GLOVER:

25 NONE FROM THE FUND.

1 BY THE COMMISSIONER:

2 YOU CAN STEP DOWN, MA'AM. THANK YOU.

3 BY THE WITNESS:

4 THANK YOU.

5 BY THE COMMISSIONER:

6 ANY FURTHER WITNESSES FROM FIRSTSOURCE?

7 BY MR. HYLTON:

8 NONE.

9 BY THE COMMISSIONER:

10 AND ANY WITNESSES FROM THE FUND?

11 BY MS. GLOVER:

12 NONE FROM THE FUND.

13 BY THE COMMISSIONER:

14 MR. CLARK, DO YOU HAVE ANY WITNESSES?

15 BY MR. CLARK:

16 NO.

17 BY THE COMMISSIONER:

18 ANY REBUTTAL WITNESSES FROM THE CLAIMANT?

19 BY MR. BASS:

20 JUST THE CLAIMANT BRIEFLY. TAKE A SEAT.

21 BY THE COMMISSIONER:

22 AND YOU'RE STILL UNDER OATH, SIR.

23 BY THE CLAIMANT:

24 YES, MA'AM.

25 * * * * *

ANTHONY S. RANSOM,

BEING PREVIOUSLY SWORN, TESTIFIED ON HIS OATH AS
FOLLOWS:

REDIRECT EXAMINATION BY MR. BASS:

Q. ALL RIGHT. TONY, WE'RE NOT GOING TO REVISIT THE
ISSUE OF THE PHONE CALL ON NOVEMBER 18TH OR WHETHER
THERE WAS A MEETING ON NOVEMBER 17TH. WE'RE GOING
TO LET THAT GO. YOU TESTIFIED FULLY ABOUT THAT.
WITH RESPECT TO MS. BROWN'S TESTIMONY ABOUT YOU
BEING TOLD TO CALL THE CREW AND TELL THEM THAT THERE
WOULD BE NO WORK THAT DAY, WERE YOU TOLD THAT?

A. NO, SIR.

Q. HAD YOU EVER BEEN TOLD THAT?

A. NO, SIR.

Q. HAD YOU SPECIFICALLY BEEN TOLD THAT THAT WAS JOHN
CLARK'S PROVENCE?

A. YES, SIR.

Q. WHEN YOU MET WITH JOHN CLARK AND HE GAVE YOU
WHATEVER MONEY HE GAVE YOU AS BACK PAY, DID YOU ASK
HIM TO GO TO WORK?

A. NO, SIR.

Q. WERE YOU ABLE TO WORK ---

A. NO, SIR.

Q. --- WHEN YOU SAW HIM?

A. NO, SIR.

1 Q. HAVE YOU EVER GONE TO HIS HOUSE AND PICKED UP TWO
2 LADDERS?

3 A. NO, SIR.

4 Q. DO YOU KNOW -- DID YOU HAVE TWO LADDERS AT HIS
5 HOUSE?

6 A. THREE.

7 Q. THREE; FAIR ENOUGH. DID SOMEONE PICK THOSE UP FOR
8 YOU?

9 A. YES, SIR.

10 Q. WHO PICKED THEM UP?

11 A. ADAM WATTS.

12 Q. YOU DID NOT?

13 A. NO, SIR.

14 Q. WERE YOU ABLE TO PICK UP THE LADDERS?

15 A. NO, SIR.

16 Q. AND, AGAIN, AS FAR AS THIS ISSUE ABOUT
17 SUBCONTRACTING A CREW TO MR. CLARK, WE'VE ALREADY
18 BEEN THROUGH THAT, SO I'M NOT GOING TO ASK ABOUT
19 THAT.

20 BY MR. BASS:

21 THAT'S ALL WE HAVE, COMMISSIONER.

22 BY THE COMMISSIONER:

23 ANY CROSS?

24 BY MR. HYLTON:

25 NONE.

1 BY MS. GLOVER:

2 NONE FROM THE FUND.

3 BY THE COMMISSIONER:

4 DO YOU HAVE ANY QUESTIONS OF THIS WITNESS, SIR?

5 BY MR. CLARK:

6 NO.

7 BY THE COMMISSIONER:

8 ALL RIGHT. YOU CAN STEP DOWN, SIR. ANYTHING

9 FURTHER FROM ANY OF THE PARTIES?

10 BY MR. BASS:

11 NOTHING FROM THE CLAIMANT.

12 BY THE COMMISSIONER:

13 THAT CONCLUDES THIS HEARING.

14 (THERE BEING NO FURTHER QUESTIONS, THIS HEARING WAS
15 CONCLUDED AT THE HOUR OF 1:17 P.M.)

CERTIFICATE OF NOTARY PUBLIC
SOUTH CAROLINA WORKERS' COMPENSATION COMMISSION
COLUMBIA, SOUTH CAROLINA
WCC FILE NO. 1219902

EMPLOYEE/CLAIMANT: ANTHONY S. RANSOM

EMPLOYER: BUILDERS FIRSTSOURCE, INC.
JOHN CLARK D/B/A JOHN CLARK BUILDERS

CARRIER: LIBERTY INSURANCE CORPORATION

I, TIMMI A. PARRISH, A NOTARY PUBLIC FOR THE STATE OF SOUTH CAROLINA, DULY COMMISSIONED AND QUALIFIED AS SUCH, DO HEREBY CERTIFY THAT THE FOREGOING 137 PAGES REPRESENTS A TRUE AND ACCURATE TRANSCRIPT OF THE FOREGOING HEARING OF ANTHONY S. RANSOM, TAKEN ON THE 9TH DAY OF JULY, 2013.

THAT THE WITNESS WAS DULY PLACED UNDER OATH AND ADMONISHED TO SPEAK THE WHOLE TRUTH. THAT THE ORAL HEARING WAS DULY TAKEN AND TRANSCRIBED AS TO THE QUESTIONS PROPOUNDED AND THE ANSWERS GIVEN.

THAT ALL THE OFFERED EXHIBITS, STIPULATIONS AND OBJECTIONS, IF ANY, INVOLVED IN THIS CASE ARE DULY ATTACHED OR INCLUDED HEREIN.

IN WITNESS WHEREOF, I HAVE SET MY HAND AND OFFICIAL SEAL THIS 8TH DAY OF AUGUST, 2013.

TIMMI A. PARRISH
NOTARY PUBLIC FOR SOUTH CAROLINA
MY COMMISSION EXPIRES: 11-20-2018

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

BEFORE THE
SOUTH CAROLINA WORKERS' COMPENSATION COMMISSION
WCC FILE NO. 1219902

ANTHONY RANSOM,	)	
	)	FULL COMMISSION HEARING
CLAIMANT,	)	PANEL B
vs.	)	
	)	COMMISSIONER BARDEN
BUILDERS FIRSTSOURCE,	)	COMMISSIONER TAYLOR
INCORPORATED,	)	COMMISSIONER McCASKILL-CHAIR
	)	
AND	)	
	)	
LIBERTY MUTUAL,	)	
	)	
CARRIER,	)	
DEFENDANTS.	)	

THE WORKERS' COMPENSATION HEARING, TAKEN BEFORE
CORA ELLIS BRUTON, A NOTARY PUBLIC IN AND FOR THE
STATE OF SOUTH CAROLINA, COMMENCING AT THE HOUR OF
3:04 P.M., MONDAY, JULY 21, 2014, SOUTH CAROLINA
WORKERS' COMPENSATION COMMISSION, 1333 MAIN STREET,
COLUMBIA, SOUTH CAROLINA 29202.

CORA ELLIS BRUTON
COURT REPORTER
131 BROWNING COURT
LEXINGTON, SOUTH CAROLINA 29073
803-397-0189

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FOR THE SOUTH CAROLINA UNINSURED EMPLOYERS FUND

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JOHN CLARK, PRO SE
(NOT PRESENT)

REPORTED BY

CORA ELLIS BRUTON
COURT REPORTER
131 BROWNING COURT
LEXINGTON, SOUTH CAROLINA 29073
803-397-0189

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EXHIBITS

(No Exhibits Proffered)

CORA ELLIS BRUTON - COURT REPORTER
131 BROWNING COURT - LEXINGTON, SOUTH CAROLINA 29073
803-397-0189

1 THE COURT REPORTER: Today is July 21, 2014.

2 This is South Carolina Workers' Compensation Case
3 Number 1219902. This is the case of Anthony Ransom,
4 Claimant, versus Builders FirstSource, Incorporated,
5 Employer, and Liberty Mutual is the Carrier.

6 This is a Cross Appeal. The First Appellant is
7 the Defendant, represented by Attorney Ashley Kirkham.
8 The Second Appellant is the Claimant represented by
9 Attorney J. Alan Bass and Attorney Lisa C. Glover is
10 here for the SCUEF.

11 Ms. Kirkham is allowed ten minutes for oral
12 arguments and one minute in reply. Mr. Bass is
13 allowed five minutes for oral arguments and Ms. Glover
14 is allowed five minutes for oral arguments. You are
15 requested to argue the grounds of exception and stay
16 within the record.

17 THE COURT: All right. I think it ought to be
18 noted for the record, that John Clark is pro se in
19 this matter and Mr. Clark is not present.

20 All right. Ms. Kirkham.

21 BY MS. KIRKHAM: Thank you, Commissioner. May it
22 please the Court. My name is Ashley Kirkham and I'm
23 here today representing Builders FirstSource and their

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1 Carrier, Liberty Mutual. We have four issues to be
2 discussed today; three issues raised by my client and
3 one issue raised by the Claimant. The issues that I
4 will address are that this claim should not be deemed
5 compensable because the Claimant was outside the scope
6 of his employment when the accident occurred, but that
7 if you do find the claim compensable liability should
8 be transferred from Builders FirstSource who is the
9 upstream Carrier to the Uninsured Employers Fund
10 pursuant to 42-1-415. And finally, that the Single
11 Commissioner's decision of the Claimant's average
12 weekly wage and compensation rate should be overturned
13 because it was based on surmise and conjecture. By
14 way of background, this -- this claim -- Claimant is a
15 contractor, he's been doing this for 15 to 20 years
16 and at the time of the accident he was employed by
17 John Clark. John Clark was hired by Builders
18 FirstSource to do framing on the project at Lafayette
19 Park. He was injured on November 18, 2012 when he was
20 on the roof of a house where they were doing the
21 framing and he was putting a tarp on that roof and he
22 fell through the rafters; that's how the injury
23 occurred. My first argument is that the Claimant was
24 outside the scope of his employment when the injury
25 occurred and therefore the claim is not compensable.

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1 Mr. Clark, who is the actual employer, told the
2 Claimant the morning of the accident during a four
3 minute phone conversation, which the Claimant denied
4 ever occurring, but the cell phone records show that
5 the four minute call was made; that if it was raining
6 he was not to work that day. However, the Claimant
7 went to the jobsite, admitted that it was lightly
8 raining, still got on the roof and then later fell
9 through the roof. It's OSHA regulation that employees
10 are not to be working on a roof at a construction site
11 in the rain and this is something that the Claimant
12 would have known if he was in the -- in the business
13 for 15 to 20 years. Further, John Clark actually told
14 him on that day, that morning, not to go on the roof
15 if it was raining. Since the Claimant went on the
16 roof in the rain, fell through the roof, he was
17 outside the scope of his employment and therefore the
18 claim should be denied. If you do find the claim
19 compensable Builders FirstSource should have liability
20 transferred to the Uninsured Employers Fund pursuant
21 to 42-1-415. John Clark presented a proof of
22 insurance dated September 27th, 2012 and the work at
23 the Lafayette Park job started around the first of
24 November. That was the first work that John Clark and
25 the Claimant did for Builders FirstSource, was at

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1 Lafayette Park. They were asked to do framing on two
2 houses, the injury occurred at the first house which
3 was Lot 23. Mr. Clark and even -- or Mr. Clark
4 testified at the hearing that the proof of service was
5 even good at the time of the November 1st project
6 started and it didn't lapse for another 11 days which
7 was just a few days before the accident actually
8 occurred. The Statute says that liability should be
9 transferred to the UEF from the upstream Employer when
10 the subcontractor is engaged to perform the work. It
11 does not say that you're required to get it the day
12 the work starts; it says when you are engaged to
13 perform the work. Here, even though the Certificate
14 of Insurance says September 27th, the work did not
15 start until November 1st. But that doesn't mean that
16 the November 1st date was the date that the
17 Certificate of Insurance needed to say. They were
18 engaged to perform the work, they provided the
19 Certificate of Insurance, the work started November
20 1st, the policy is still in place, policy lapses
21 November 11th due to lack of payment, injury occurs
22 right after that. So the policy was still in effect
23 and Builders FirstSource did request the proof of
24 insurance prior to the work starting at the Lafayette
25 Park project. Commissioner James also noted in her

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1 Order that the proof of insurance that Clark presented
2 to Builders FirstSource was not complete because it
3 did not mention South Carolina. There is a case on
4 point, Hopper versus Terry Hunt Construction which
5 found that a proof of insurance presented to a general
6 contractor where the contractor's address was Georgia,
7 the subcontractor's address was Georgia and the
8 agent's address on the proof of insurance was Georgia,
9 and therefore, since there was nothing on the form
10 that mentioned South Carolina the proof of insurance
11 was invalid. That's not what happened here. Here all
12 the addresses on the proof of insurance mentions South
13 Carolina. They are -- the agent was South Carolina,
14 Builders FirstSource was South Carolina and the
15 subcontractor was South Carolina. There's actually
16 nothing else that mentions where to put your state of
17 where the law applies on that proof of insurance. So
18 the -- Hopper versus Terry Hunt Construction case does
19 not apply to this case.

20 COMMISSIONER McCASKILL: Your client is listed as
21 Dallas, Texas.

22 MS. KIRKHAM: Excuse me. Sorry, I -- okay, well
23 the -- the subcontractor is mentioned as South
24 Carolina and Waccamaw is mentioned as South Carolina,
25 who is the issuing agent, and Builders FirstSource,

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1 excuse me, is a national company so they may not have
2 that South Carolina address on their proof of
3 insurance. My third argument today is that the Single
4 Commissioner's calculation of the average weekly wage
5 and compensation rate is based on surmise and
6 conjecture. There is no -- nothing in the record that
7 explains how the Commissioner gets to the 40 -- 54
8 hours per week of amount of time worked. Even the
9 Claimant admitted, after being asked on cross
10 examination, that he was not paid time and a half for
11 overtime and -- and so these numbers are just kind of
12 basically coming out of nowhere. Even if you take the
13 averages of all the numbers you're not getting to 54
14 hours. The Claimant says he worked 62 and a half
15 hours, his Employer says he worked between 40 and 50
16 hours and Bray, who was a co-employee that appeared at
17 the hearing and testified, said he worked 35 to 40
18 hours. So even if you were to say that he worked 50
19 hours a week there's nothing in there mentioning --
20 mentioning any sort of overtime pay or -- and --
21 excuse me. Even if you say he worked 50 hours a week
22 the Claimant admitted that he had two weeks during the
23 period of time that he worked for Mr. Clark from
24 August to the middle of November that he didn't have
25 any work because of the ebbs and flows of the

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1 construction industry. So first, the Single
2 Commissioner decides 54 weeks, doesn't explain why;
3 the average is around 50. Then she gives him overtime
4 at time and a half, which the Claimant admits in the
5 hearing, he did not -- was not getting from Mr. Clark
6 and finally, the Commissioner does not take into
7 account that there were weeks in which the Claimant
8 was not working for Mr. Clark because he didn't have
9 enough work available, which is very typical in the
10 construction industry. So if you take the average
11 rate of pay of 50 hours per week and you take the
12 average of \$12.33 per hour, which is the Claimant
13 saying he made \$14.00, the co-employee saying he made
14 \$13.00 and the Employer saying he made \$10.00, you
15 would get more of a compensation rate of \$411.00 which
16 is very -- very much lower than what the Single
17 Commissioner found to be his compensation rate. I
18 think the most important point to point out there --

19 COMMISSIONER McCASKILL: That's the same math you
20 argued in your Brief?

21 MS. KIRKHAM: Yes.

22 COMMISSIONER McCASKILL: Okay. Thank you.

23 MS. KIRKHAM: I think the most important point to
24 -- for me to express upon you is that she did not take
25 into consideration that two weeks that he worked. The

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1 construction industry has very highs and lows of time
2 worked. 54 hours is a very high number to give him
3 based on the testimony during the hearing. Not only
4 did she give him that 54 hours, she gave him overtime
5 pay but also did not take into effect -- into account
6 that there are going to be times when an Employee does
7 not work in the construction industry because there's
8 not work available. From August through the middle of
9 November he had two weeks off that he admitted to.
10 Finally, I'd like to address the Claimant's Cross
11 Appeal that the Claimant should be entitled to TTD
12 from the date of accident through March 25th, which
13 was the date of his IME evaluation. The Defendants
14 argue that Claimant is not entitled to temporary total
15 disability benefits for that period. He did go to the
16 emergency room on the date of accident; he received no
17 work statement or work excuse and his IME report says
18 he's only on work restrictions from that date of
19 accident from this point. Claimant has the burden to
20 prove his entitlement to benefits and he did not prove
21 entitlement to TTD from the date of the accident
22 through the IME appointment. Unless you have any
23 further questions I'll rest until rebuttal. Thank
24 you.

1 THE COURT: All right. Thank you very much. Mr.
2 Bass.

3 BY MR. BASS: Thank you. Mr. Chairman,
4 Commissioners, my name is Alan Bass. I represent Tony
5 Ransom. The primary issue on appeal among all the
6 parties is whether or not on November 18th, 2012 John
7 Clark gave my client, Tony Ransom, specific
8 instructions not to get on the roof of the house that
9 they had been working on for several days; that's the
10 crux of the case. Now, Commissioner James, in that
11 respect, was presented with diametrically opposed
12 testimony from my client, Tony Ransom and from John
13 Clark; couldn't have been any different. Okay? And
14 she observed the witnesses and had an opportunity to
15 gauge -- she didn't say anything about credibility in
16 her -- in her Order instructions, but it's clear that
17 in order to reach the conclusions that she reached she
18 had to conclude that Tony Ransom's testimony was more
19 believable than that of John Clark. Just to give you
20 a brief rundown on what that testimony was. They had
21 been working in a place called Lafayette Park in
22 Little River. Mr. Ransom testified that they had been
23 working for 22 or 23 straight days. He testified that
24 they were on time crunch because somebody from
25 Builders FirstSource had told John Clark, if you can

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1 get this house finished in a certain number of days
2 we'll give you all the work in that particular
3 subdivision, and so he had been driving them pretty
4 hard. Mr. Ransom testified that in the early evening
5 of Saturday, November 17th, 2012 when they finally
6 finished work; they worked that Saturday, Mr. Clark
7 gathered the crew together and told everybody, "We're
8 going to work tomorrow", Sunday, November 18th, and
9 instructed Mr. Ransom to come to his house in Murrells
10 Inlet to pick up a tarp and to take the tarp, put it
11 across a hole in the roof of that house so they could
12 work inside if it rained the next day. Now I think
13 one of the reasons why Commissioner James believed Mr.
14 Ransom's testimony over Mr. Clark's is that Mr.
15 Ransom's testimony in that respect was corroborated by
16 the testimony of James Bray, somebody else who was
17 working for Mr. Clark. Bray testified, yes, we had a
18 meeting at the end of the day on November 17th, yes, I
19 heard Mr. Clark tell Mr. Ransom, go get that tarp, put
20 it over the hole. Okay? So, we go to the next day;
21 it's cold and it's raining. Mr. Ransom gets up about
22 5:30, he doesn't go to work -- doesn't want to go to
23 work; been working 22, 23 straight days, but he gets
24 up and he goes to work. He didn't remember any phone
25 conversation between him and Mr. Clark on that

1 morning, so he doesn't know what -- what's -- but he
2 testified, "One thing I know was not said is that
3 don't work that day; that was not said, because if it
4 had been said by Mr. Clark I would have turned around,
5 gone home and gotten back in bed with my fiancé",
6 that's what he said. Okay? And you could believe
7 that's probably true after working 22 or 23 straight
8 days. But anyway, because he wasn't told otherwise,
9 because the order that Mr. Clark had given him the day
10 before to go get the tarp, put the tarp over the hole,
11 because that order had not been countermanded he got
12 on the roof and he tried to spread the tarp across the
13 floor -- I mean across the hole. He kind of flapped
14 it like that and in the process of flapping it the
15 wind caught it and he fell through the hole and
16 suffered the injuries that are detailed in the -- in
17 the Order. Now, you would think that if John Clark
18 had told Mr. Ransom, we're not going to work today,
19 that that would have been the end of it. Well, Mr.
20 Bray also confirmed that on that day "John Clark
21 didn't tell me no work, he didn't call me." Not only
22 Mr. Bray, not only Mr. Ransom, but there were several
23 other people who showed up for work and the testimony
24 at the hearing was that John Clark was the only person
25 who could tell the members of his crew that he

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1 couldn't work. So again, we're faced with a situation
2 Commissioner James had to choose which one of these
3 two fellows do I believe? She chose to believe
4 Anthony Ransom, and I think the record supports that.
5 Now let's talk about average weekly wage. This is a
6 typical UEF case, no offense. It's messy. Okay?
7 This morning it reminded me, I was -- if you've got a
8 belly and you're a guy and you're trying to put your
9 tie on it's tough, because you've got to get the wide
10 part to -- to touch your belt buckle. But if you do
11 that the skinny part here is way up here and it won't
12 fit in the loops so that's -- it kind of reminded me
13 of this case, it's just messy. You do the best you
14 can and you move on. I've got to admit Mr. -- Mr.
15 Clark's testimony about average weekly wage, not
16 helpful. Mr. Ransom's testimony, not helpful; he just
17 guessed. Okay? She took the two pieces of paper that
18 were uncontroverted, Clark produced them at his
19 deposition, Ransom filled them out. 54 hours, 54 and
20 a half hours. That's how she got the average weekly
21 wage. He gave him time -- she gave him time and a
22 half because that's what the law says.

23 COMMISSIONER BARDEN: Can you speak to the TTD
24 real quick?

1 MR. BASS: Yes. Simply put, the doctor in his
2 report said, "I can't send him back without knowing
3 the extent of the injuries. I can't send him back on
4 a roof with his head injury." This is the same head
5 injury, the same injuries he's had since the day of
6 the accident. So -- but more important, the testimony
7 was that Mr. Clark told Mr. Ransom, "You can't come
8 back to work until you get cleared by workers' comp,
9 by a doctor, that's a workers' comp rule. I'll send
10 you to a doctor to do that." He never did; he's still
11 waiting on that doctor. Thank you.

12 THE COURT: Ms. Glover.

13 BY MS. GLOVER: May it please the Commission.
14 I'm Lisa Glover here representing the South Carolina
15 Uninsured Employers Fund and I would ask that you --
16 if you find the claim compensable to affirm
17 Commissioner James' ruling that the Builders
18 FirstSource is not able to transfer liability to the
19 Fund. As you pointed out during Ms. Kirkham's
20 argument, the Certificate of Insurance that was
21 presented to Builders -- by John Clark to Builders
22 FirstSource, it does contain an address for the
23 producer which is the South Carolina address, the
24 insured is a South Carolina address, but the

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1 certificate of holder who is Builders FirstSource is
2 out of Dallas, Texas. I think if you take that
3 42-1-415 in combination with Regulation 67-415 which
4 states that all parties must be South Carolina, there
5 must be South Carolina coverage shown, you would gauge
6 that Commissioner James' ruling is correct in that
7 vein and we would ask that you affirm that ruling by
8 Commissioner James.

9 THE COURT: All right. Ms. Kirkham.

10 BY MS. KIRKHAM: Just a few issues in rebuttal.

11 First, if the Claimant doesn't remember a four minute
12 phone call that he had the morning of the accident how
13 is he going to remember what he was not told during
14 that four minute phone call. Second, the Claimant was
15 the lead man on this job for some of the employees
16 that were at the jobsite that day, so he should have
17 been the one that called his employees and told them
18 not to come. Also there was another group all under
19 John Clark that had a separate lead man so the
20 Claimant was not in charge of all the people at that
21 jobsite, and so that's why some of those people were
22 at the jobsite; they weren't doing the same job as
23 Claimant -- as the Claimant was doing and they weren't
24 under Claimant's supervision that day. Even if you
25 agree with the Claimant's assertion and the Single

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1 Commissioner's assertion of the 54 hours per week and
2 time and a half in overpay, that doesn't take into
3 account that in the 12 weeks that he worked for John
4 Clark he had two weeks of no employment. That's one
5 eight of the amount of work. So you've got to
6 consider that when you're trying to come up with a
7 fair average weekly wage. Thank you.

8 THE COURT: All right. Thank you very much.
9 Thank everyone. That concludes the hearing.

10 (The hearing concluded at 3:29 p.m.)
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STATE OF SOUTH CAROLINA)
)
COUNTY OF LEXINGTON) CERTIFICATE

BE IT KNOWN THAT I TOOK THE FOREGOING
WORKERS' COMPENSATION HEARING;

THAT I WAS THEN AND THERE A NOTARY PUBLIC IN
AND FOR THE STATE OF SOUTH CAROLINA-AT-LARGE;

THE FOREGOING TRANSCRIPT CONSISTING OF 17
TYPEWRITTEN PAGES REPRESENTS A TRUE, ACCURATE AND
COMPLETE TRANSCRIPTION OF THE TESTIMONY SO GIVEN AT
THE TIME AND PLACE AFORESAID TO THE BEST OF MY SKILL
AND ABILITY;

THAT I AM NOT RELATED TO NOR AN EMPLOYEE OF
ANY OF THE PARTIES HERETO, NOR A RELATIVE OR EMPLOYEE
OF ANY ATTORNEY OR COUNSEL EMPLOYED BY THE PARTIES
HERETO, NOR INTERESTED IN THE OUTCOME OF THIS ACTION.

WITNESS MY HAND AND SEAL THIS 9TH DAY OF MARCH,
2015.

CORA ELLIS BRUTON
NOTARY PUBLIC FOR SOUTH CAROLINA
MY COMMISSION EXPIRES JANUARY 18, 2015

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131 BROWNING COURT - LEXINGTON, SOUTH CAROLINA 29073
803-397-0189

STATE OF SOUTH CAROLINA	)	BEFORE THE
COUNTY OF HORRY	)	SOUTH CAROLINA WORKERS'
	)	COMPENSATION COMMISSION
ANTHONY S. RANSOM,	)	W.C.C. File No. 1219902
Claimant,	)	
vs.	)	<u>NOTICE OF WITNESSES AND WRITTEN</u>
JOHN CLARK D/B/A	)	<u>REPORT(S)/PHYSICIAN OR OTHER</u>
JOHN CLARK BUILDERS	)	<u>EVIDENCE TO BE INTRODUCED ON</u>
	)	<u>BEHALF OF CLAIMANT</u>
Employer/Defendant.	)	

TO: SOUTH CAROLINA WORKERS' COMPENSATION COMMISSION, J. BRANDON
HYLTON AND LISA GLOVER, ATTORNEYS FOR EMPLOYER/DEFENDANT:

YOU ARE HEREBY NOTIFIED THAT the Claimant, pursuant to the provisions of the
South Carolina Workers' Compensation Act and S.C. Code Ann §1-23-330 (1985), submits the
following medical reports as direct evidence on behalf of the Claimant:

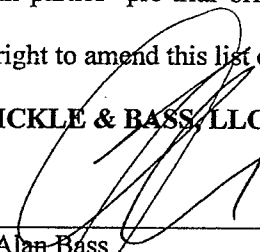
NAME OF REPORT(S)/PHYSICIAN <u>OR OTHER EVIDENCE</u>	NUMBER OF <u>PAGES</u>
1. IME of Dr. Thomas Chambers	1 - 4
2. Grand Strand Regional Medical Center	5 - 28
3. Pay Summary	29 - 29
4. Deposition of John Clark	Future Discovery

YOU ARE FURTHER HEREBY NOTIFIED that you have the right to cross-
examination, and should you desire to exercise that right, you are to forthwith schedule the
deposition(s) of any of the physicians or other person(s) whose reports are submitted, for the
purpose of cross-examination.

YOU ARE FURTHER NOTIFIED that the originals of the documents referred to herein, or photocopies received from said physicians/others, will be submitted at the Hearing before the South Carolina Workers' Compensation Commission, for insertion in the file of the South Carolina Workers' Compensation Commission and inclusion into evidence on behalf of the Claimant.

YOU ARE FURTHER NOTIFIED that the following witnesses may be called on behalf of the Claimant: All witnesses listed on both parties' pre-trial briefs, to include but not be limited to the Claimant. Claimant reserves the right to amend this list of witnesses.

MICKLE & BASS, LLC



J. Alan Bass
Attorney for Claimant
1039 44th Avenue North
Myrtle Beach, SC 29577
Telephone: (843) 839-2501

Myrtle Beach/South Carolina

4/23, 2013

STATE OF SOUTH CAROLINA

COUNTY OF HORRY

ANTHONY S. RANSOM

Claimant

vs.

JOHN CLARK D/B/A
JOHN CLARK BUILDERS

Employer/Defendant

BEFORE THE
SOUTH CAROLINA WORKERS'
COMPENSATION COMMISSION

W.C.C. File No. 1219902

CERTIFICATE OF SERVICE BY MAIL

The undersigned employee of *Mickle & Bass, LLC* does hereby certify that he has served a copy of the below referenced document(s) in the above captioned case on the below referenced individuals, entity, employer/carrier by depositing the same by first class postage in the United States mail on the 23 day of April, 2013.

Documents served: AMENDED FORM 58 AND NOTICE OF WITNESSES AND WRITTEN MEDICAL REPORTS TO BE INTRODUCED AS DIRECT MEDICAL EVIDENCE ON BEHALF OF CLAIMANT.

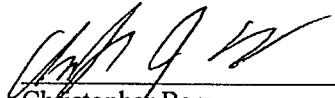
Parties served:

Commissioner Gene McCaskill
SC Workers' Compensation Commission
P. O. Box 1715
Columbia, South Carolina 29202-1715

J. Brandon Hylton
Turner Padget Graham & Laney, PA
PO Box 5478
Florence SC 29502

Lisa C. Glover
100 Executive Center Drive Suite 101
Santee Bldg
Columbia SC 29210

John Clark
1076 Weslin Creek Drive
Myrtle Beach, SC 29588



Christopher Barr

Myrtle Beach, South Carolina

STRAND ORTHOPAEDIC CONSULTANTS

Patient ID:

Patient Name: **ANTHONY S RANSOM**

Date of Birth:

Date of Service: 03/25/2013

MYRTLE BEACH OFFICE

INDEPENDENT MEDICAL EVALUATION

DOI: November 18, 2012

MEDICAL RECORDS REVIEWED: ER report and associated studies from November 18, 2012 at Grand Strand Regional Medical Center.

HPI: The patient is a 39-year-old white male who was injured in a work-related accident on November 18, 2012. He is a roofer and in the accident, he was apparently putting a roof. He was putting a large tarp over a hole in the roof. The wind gust caught the tarp and threw him off balance. He has safety line underneath his right foot and his right foot went up in the air. When he went to catch his balance, he fell through the hole. Fortunately, he did have a safety harness attached to his safety line. He did not hit the floor. He was noted to be unconscious. He hit his head as he was going through the hole. He was knocked unconscious when the boards hit his head. After regaining consciousness, he tried to pull himself back up and injured his right shoulder.

After transportation to Grand Strand Regional Medical Center, he noted complaints of injury to the abdomen, midback, right knee and left shoulder.

Unfortunately, his employer, John Card Builders, had left their Worker's Compensation insurance lapse after obtaining the job. They had contracted for Builders First Source. As a result, he has had no further treatment or evaluation for any of these injuries. He is referred here for independent medical evaluation to more accurately ascertain his injuries, their prognosis, and recommendation for treatment.

His complaints today are of headaches, right shoulder pain, left buttock and thigh pain. He states his midback pain has completely resolved. His right knee pain is completely resolved. He does not feel that is a big deal. He states his left shoulder was never really the issue, rather his right shoulder. His left shoulder does have a history of two prior dislocations but he has treated those nonoperatively and is doing fine with the left shoulder today. Those dislocations were in high school.

ANTHONY S. RANSOM

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MARCH 25, 2013

His headaches are about two to three times per week. They are temporal in location. They are moderate

STRAND ORTHOPAEDIC CONSULTANTS

Patient ID:

Patient Name: **ANTHONY S RANSOM**

Date of Birth:

Date of Service: 03/25/2013

MYRTLE BEACH OFFICE

in severity. No aura, seizures, or light sensitivity. They tend to be at the end of the day when he is watching his child. He did not have this before while watching his child. His child does watch a lot of cartoons and he works and watches with him. He does not have any numbness or tingling in the arms. No pain going down the arms. He still has some neck stiffness, particularly on the right side. The shoulder pain as stated above is right-sided, not left-sided. It is worse with overhead activities or trying to put on a jacket. It is intermittent. At rest at the side, he really has no significant discomfort but trying to lift anything heavy is quite painful. Once again, no numbness or tingling. He does not recall any dislocation.

The midback pain has resolved. He still complains of low back pain. It is radiating down into his posterior left thigh to his knee but not below. He does not have any numbness or tingling below the knee or down the leg on either side.

PAST MEDICAL/SURGICAL HISTORY: Tonsil and adenoidectomy as a child.

SOCIAL HISTORY: He is a pack per day smoker. He drinks socially only. He is single with a child. He is a roofer and has worked ever since he was 18 years old.

PHYSICAL EXAMINATION:

General: Middle-aged white male in no acute distress. He is very pleasant. Alert and oriented x3.

C Spine: He has right-sided levator and trapezius tenderness. Also mild paraspinal tenderness but no spasm. Range of motion is full and symmetric. Negative Spurling's test. Upper extremity neurologic examination is intact to light touch in all dermatomes and strength in all myotomes.

Right Shoulder: Positive O'Brien's test. Positive impingement test. No AC joint tenderness. Tenderness over the anterior shoulder. Negative apprehension testing, although it does cause posterior shoulder pain. He does have positive crank test. Negative Speed's test. Positive impingement signs. Distal light touch, motor and pulses are intact.

ANTHONY S. RANSOM

3

MARCH 25, 2013

Left Shoulder: Negative apprehension. 1 to 2+ anterior translation. Negative impingement signs. Negative O'Brien's test. Negative crank test.

Thoracolumbar Spine: No tenderness. Normal alignment. No restrictions in motion or guarding.

STRAND ORTHOPAEDIC CONSULTANTS

Patient ID: . . .

Patient Name: **ANTHONY S RANSOM**

Date of Birth:

Date of Service: 03/25/2013

MYRTLE BEACH OFFICE

Negative straight leg raise test.

Hips: He has restricted and painful range of motion, particularly with flexion and internal rotation bilaterally, worse on the left than right. Flexion and internal rotation causes pain down the posterior thigh consistent with her back pain symptoms noted above. Negative Trendelenburg. No apprehension is noted. Negative FADIR test. No crepitus with circumduction.

Knees: No tenderness. Full range of motion. Normal alignment. No instability. Normal musculature.

ASSESSMENT:

1. Cervical strain.
2. Close head injury with frequent headaches.
3. Right shoulder pain, likely cuff tendinitis versus superior labrum anterior and posterior tear.
4. Probable hip injury with pain mimicking sciatica.
5. Resolved thoracolumbar pain.

RECOMMENDATIONS: He is a very honest and non-malingering patient. He minimizes his knee and back problems, which would not be typical for a malingerer. I think he has very appropriate problems that deserve treatment. I would recommend neurologic evaluation for his headaches. Likely, we will need an MRI or other neurologic testing. I think physical therapy will be beneficial for his neck. I do not think any further x-rays are necessary. Potentially, he could require some injections or MRI but I think that is less likely.

His shoulder seems to be a major and it is his right shoulder and not his left shoulder. I would recommend an MRI of his right shoulder and further treatment recommendations based upon the results of that.

ANTHONY S. RANSOM

4

MARCH 25, 2013

They could include physical therapy, arthroscopy or other surgical options. I think his back complaints are trivial than hip complaints. It would be quite logical given the fact the harness goes around his groin and it is actually secured around his hips. I think x-rays of his hip would be a starting point and treatment with recommendations to be determined after seeing those.

He is certainly not at MMI with the exception of his thoracic spine and right knee. I believe he has had no treatment other than emergent evaluation at this point and treatment certainly should minimize his symptoms and hopefully, shorten his length of disability. I do not feel it is appropriate to release him to

STRAND ORTHOPAEDIC CONSULTANTS

Patient ID:

Patient Name: **ANTHONY S RANSOM**

Date of Birth:

Date of Service: 03/25/2013

MYRTLE BEACH OFFICE

work at this point without having any knowledge as to the extent of his injuries. Until such time then we have had at least some sort of evaluation for to keep him out of work. Certainly, I do not feel comfortable putting him on the roof with unknown closed head injury.

As usual, all recommendations and opinions are to a reasonable degree of medical certainty. I appreciate the opportunity to evaluate this gentleman. It seems like a sincere type of person who is not exaggerating his symptoms at all and in fact he is minimizing. He has been unfortunately caught in a bad situation.

Sincerely,

Thomas J. Chambers, M.D.

TJC/kps

GRAND STRAND REGIONAL MEDICAL CENTER
MYRTLE BEACH, SC 29572

EMERGENCY ROOM REPORT

NAME: RANSAM, ANTHONY
MED REC #: F000735943

ER PHYSICIAN: LARK, JARRATT D
ACCOUNT #: F01028816345

Clinical Report - Physicians/Mid Levels
Grand Strand Regional Medical Center
Emergency Department
809 82nd Parkway, Myrtle Beach, SC 29572 843-692-1754
Registration Date/Time: 11/18/2012 11:03
Arrival Date/Time: 11/18/2012 10:54

Patient: RANSAM, ANTHONY
MRN: F000735943 Acct#: F01028816345
Sex: M DOB: Age: 39y

Time Seen: 11:12 Nov 18 2012.
Arrived- By ambulance. Historian- patient and EMS personnel.

HISTORY OF PRESENT ILLNESS

Chief Complaint- FALL and Through a roof, WAS WEARING A HARNESS BUT FELL ABOUT 10 FEET TO RAFTERS AND THEN WAS STUCK THERE FOR ABOUT 1.5 HOURS WITH PROLONGED EXTRACTION. Location of injuries- abdomen, mid back, right knee and left shoulder. The injury occurred just prior to arrival today about 1 - 2 hours ago.

Fell (Through roof). Occurred at home. (Pt is a 39-year-old male who was putting a tarp on a roof and fell through. Pt was in a harness and the harness caught him but he also was caught up on the rafters. Pt did have positive LOC. Pt has no recollection of the event. Pt complains of right knee pain, T-spine and , LUQ Pain. FAST exam was negative. Pt states he has no other medical history, does not take any medications. Pt was vomiting upon EMS arrival and was given Zofran 4 mg IV. No pain meds were given until arrival in ED.).

The patient complains of severe pain. The patient had loss of consciousness. No blow to the head or neck pain.

REVIEW OF SYSTEMS

The patient complains of pain on weight bearing. He has had nausea, abdominal pain and vomiting. No numbness, dizziness, loss of vision, hearing loss or chest pain. No difficulty breathing, weakness, headache, laceration or fever. No urinary problems or depression. All systems otherwise negative, except as recorded above.

PAST HISTORY

Fix of Left shoulder dislocations-SASY WENT OUT WHEN FELL BUT WENT BACK IN AND FEELS OK NOW.

Patient Name: RANSAM, ANTHONY

Account #: F01028816345

GRAND STRAND REGIONAL MEDICAL CENTER
MYRTLE BEACH, SC 29572

EMERGENCY ROOM REPORT

NAME: RANSAM, ANTHONY
MED REC #: F000735943

ER PHYSICIAN: LARK, JARRATT D
ACCOUNT #: F01028816345

Denies the following risk factors for neck injury - greater than 40 years of age and history of ankylosing spondylitis, severe osteoarthritis and prior neck injury.

SOCIAL HISTORY
No drug use.

FAMILY HISTORY
No significant family medical history.

ADDITIONAL NOTES
The nursing notes have been reviewed.

PHYSICAL EXAM
Appearance: Patient on a backboard. C-collar in place. Alert. Oriented X3. Patient in severe distress. (HYPERVENTILATING AND TEARFUL).
Vital Signs: Have been reviewed. Blood pressure: 165/119. Heart rate: 80. Temperature: 97.7. Oxygen saturation: 100 % room air.
Head: Head non-tender.
Eyes: Pupils equal, round and reactive to light. EOM intact.
ENT: No dental injury. No hemotympanum. Pharynx normal.
Neck: Non-tender. (C COLLAR LEFT IN PLACE DUE TO DISTRACTING INJ).
CVS: Heart sounds normal. Pulses normal.
Respiratory: Breath sounds normal. Chest nontender. (HYPERVENTILATING).
Abdomen: No visible injury. Soft. Moderate tenderness in the left upper quadrant with guarding present. Bowel sounds normal. No organomegaly. No mass. Femoral pulses equal. No rebound tenderness or guarding.
Back: Moderate vertebral point tenderness over the mid and lower thoracic spine. No point tenderness over the lumbar spine. No muscle spasm.
Skin: Skin warm and dry. (Left mid shin abrasion).
Extremities: Normal inspection. Left shoulder. Neurovascular intact distally. No tenderness, swelling or deformity. No joint effusion or limitation in ROM. Pelvis stable. Right knee: moderate tenderness located in the suprapatellar area. Neurovascular intact distally. No ligamentous laxity present. No joint effusion. No deformity. No limitation in ROM. Left leg: small abrasion located in the anterior aspect of upper leg. Neurovascular intact distally. No tenderness or swelling. No limitation of weight bearing. No lower extremity edema.
Neuro: Glasgow Coma Scale (15). Oriented X 3. No motor deficit. No sensory deficit.

LABS, X-RAYS, AND EKG
Chest X-ray: (IMPRESSION:

1. No acute disease in the chest.). The X-rays were interpreted by the

Patient Name: RANSAM, ANTHONY

Account #: F01028816345

NAME: RANSAM, ANTHONY
MED REC #: F000735943

ER PHYSICIAN: LARK, JARRATT D
ACCOUNT #: F01028816345

radiologist.

Pelvis X-ray: (FINDINGS:

AP radiograph of the pelvis demonstrates no convincing pelvic or proximal femoral fractures. A linear lucency projecting over the left sacroiliac joint is potentially artifact but I cannot exclude a nondisplaced left iliac wing fracture. The bony architecture of the pelvis appears intact.

IMPRESSION:

1. No convincing fractures. Findings are equivocal for nondisplaced left iliac wing fracture, however.). The X-rays were interpreted by the radiologist.

RT Knee X-ray: (IMPRESSION:

1. No fractures.). The X-rays were interpreted by the radiologist.
CT C-Spine: (IMPRESSION:

1. Slightly motion limited, grossly negative CT scan of the cervical spine with reconstructions.). The study was interpreted by the radiologist.
CT Head: (IMPRESSION:

1. Normal CT scan of the head.). The study was interpreted by the radiologist.

Chest CT: (IMPRESSION:

1. No traumatic injury to the chest.). The study was interpreted by the radiologist.

CT Abdomen - Pelvis: IMPRESSION:

1. No traumatic injury. No acute disease. Negative study.. The study was interpreted by the radiologist.

Bedside Sono - FAST Exam: Negative FAST exam. No free fluid present. Indication for study: acute trauma with possible injury to the area of study; abdominal pain. The exam was performed by me. Cardiac, RUQ (Morison's pouch), LUQ (splenorenal fossa) and pelvic views were obtained. The study was independently viewed by me and interpreted contemporaneously by me. Prior studies were not available for comparison. I REVIEWED IMAGES I TOOK WITH DR DICKINSON AND IMAGES WERE PLACED ON PT CHART.

Laboratory Tests: Laboratory tests have been ordered, with results reviewed and considered in the medical decision making process. 1118:QV:C00237S; (COLL: 11/18/2012 11:15) (MsgRcvd 11/18/2012 11:52) Final results

Laboratory Test	Value
SODIUM	138
POTASSIUM	4.4

Patient Name: RANSAM, ANTHONY

Account #: F01028816345

GRAND STRAND REGIONAL MEDICAL CENTER
MYRTLE BEACH, SC 29572

EMERGENCY ROOM REPORT

NAME: RANSAM, ANTHONY
MED REC #: F000735943

ER PHYSICIAN: LARK, JARRATT D
ACCOUNT #: F01028816345

CHLORIDE	104
CARBON DIOXIDE	25
GLUCOSE	99
BLOOD UREA NITROGEN	9
CREATININE	0.9
GLOMERULAR FILTRATION BY MDRD	> 60
BUN/CREATININE RATIO	10
TOTAL PROTEIN	8.3
ALBUMIN	4.5
GLOBULIN	3.8
ALBUMIN/GLOBULIN RATIO	1.2
CALCIUM	10.0
TOTAL BILIRUBIN	0.4
SGOT/AST	25
SGPT/ALT	31
ALKALINE PHOSPHATASE TOTAL	69
ALCOHOL (ETHANOL) BLOOD	< 3.0

1118:QV:CG000625: (COLL: 11/18/2012 11:15) (MsgRcvd 11/18/2012 11:46)
Final results

Laboratory Test	Value
PROTHROMBIN TIME	11.2
INTERNATIONAL NORMAL RATIO	0.95
PARITAL THROMBOPLASTIN TIME	36.1

1118:QV:H001425: (COLL: 11/18/2012 11:15) (MsgRcvd 11/18/2012 11:53)
Final results

Laboratory Test	Value
WHITE BLOOD CELL	10.6
RED BLOOD CELL	4.94
HEMOGLOBIN	15.3
HEMATOCRIT	44.8
MEAN CELL VOLUME	90.7
MEAN CELL HGB	31.0
MEAN CELL HGB CONCENTRATION	34.2
RED CELL DISTRIBUTION WIDTH	14.1
PLATELET COUNT	245
GRANULOCYTE %	71.6
LYMPHOCYTE %	21.8
MONOCYTE %	4.2
EOSINOPHIL %	1.7
BASOPHIL %	0.7
GRANULOCYTE #	7.6
LYMPHOCYTE #	2.3

Patient Name: RANSAM, ANTHONY

Account #: F01028816345

GRAND STRAND REGIONAL MEDICAL CENTER

EMERGENCY ROOM REPORT

MYRTLE BEACH, SC 29572

NAME: RANSAM, ANTHONY
MED REC #: F000735943

ER PHYSICIAN: LARK, JARRATT D
ACCOUNT #: F01028816345

=====

MONOCYTE #	0.4
EOSINOPHIL #	0.2
BASOPHIL #	0.1

PROGRESS AND PROCEDURES

Course of Care: FENTANYL SOMCG. I SAW PT INITIALLY AND DID INITIAL WORK UP PENDING ARRIVAL OF DR DICKINSON, WHO WAS OFF UNIT ON PT ARRIVAL. WHEN DR DICKINSON ARRIVED I REVIEWED FAST EXCAM WITH HIM. PT STILL IN A LOT OF DISTRESS. DR DICKINSON HAS ORDERED DILAUDID. AIRWAY STABLE, PT HYPERVENTILATING BUT CONTROLLING AIRWAY AND NL SATS, NL CXR. DR DICKINSON HAS NOW ASSUMED CARE

11:09 am Hydromorphone HCL 1 mg IV ordered.

11:14 am - Hydromorphone HCL 2 mg IV ordered..

Patient/family counseled.

Disposition: Condition: fair. Discharged.

Discharge decision based on the following: patient's condition is stable; patient is ambulatory; patient drinking fluids; patient's pain is controlled; patient's exam is improved; improving condition on repeat evaluation; social support is adequate; transportation is available; follow-up is available; clinical impression is consistent with outpatient treatment.

CLINICAL IMPRESSION

Acute back pain; thoracic contusion.

Minor closed head injury.

Multiple contusions to the scalp, abdomen and back, right knee and left shoulder.

Minor blunt injury to abdomen: contusion to abdominal wall.

Fall.

INSTRUCTIONS

(pt dc per dr dickinson).

(Electronically signed by Jarratt Lark, MD 11/18/2012 15:29)

Any laboratory data incorporated in this document has been entered by the

Patient Name: RANSAM, ANTHONY

Account #: F01028816345

GRAND STRAND REGIONAL MEDICAL CENTER
MYRTLE BEACH, SC 29572

EMERGENCY ROOM REPORT

NAME: RANSAM, ANTHONY
MED REC #: F000735943

ER PHYSICIAN: LARK, JARRATT D
ACCOUNT #: F01028816345

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emergency clinician and may have been summarized or otherwise modified. The original full report is available in Meditech. Please refer to PCI for the Performing site information.

Addenda for RANSAM, ANTHONY MRN: F000735943 VisitID: F01028816345
Date: 11/18/2012

11/18/2012 11:47

Documentation assistance provided by Margi Moore, scribing for Dr. Lark.
(Electronically signed by Moore, Margaretta, ED Scrbe - 11/18/2012 11:47)

Patient: RANSAM, ANTHONY Clinical Report - Nurses
MRN: F000735943 Grand Strand Regional Medical Center
VisitID: F01028816345 809 82nd Parkway, Myrtle Beach, SC 29572 843-692-1754
39y, M Registration Date/Time: 11/18/2012 11:03

Patient Name: RANSAM, ANTHONY

Account #: F01028816345

Patient: RANSAM, ANTHONY

MRN: F000735943

Encounter: F01028816345

Page 6 of 6

GRAND STRAND REGIONAL MEDICAL CENTER
MYRTLE BEACH, SC 29572

NAME: RANSOM, ANTHONY
MED REC #: F000735943 Account #: F01028816345
Physician: DICKINSON, LEWIS GARRETT
Report Name: CONSULTATION REPORT

PT: RANSAM, ANTHONY
CON: 11/18/2012
DICT PHY: LEWIS G DICKINSON, MD

CHIEF COMPLAINT: This is a level 2 trauma alert.

HISTORY OF PRESENT ILLNESS: He is a 39-year-old male who fell "butt first" through a roof landing in the rafters of the roof. He is a carpenter. He was working. He had a hardness on that was around his chest that had him suspended. He was stuck for about 90 minutes until help realized that he had fallen. He came in cold and with a admitted loss of consciousness.

PRIMARY SURVEY: Airway: Adequate. Breathing: Adequate. Circulation: Adequate perfusion and no external hemorrhage. Disability: Opens his eyes. Pupils equally round and reactive to light. Moves his face symmetrically. Upper and lower extremities, motor and sensory intact. He was exposed for the exam and warmed up with warming blankets and ambient heat. GCS of 15.

PAST MEDICAL HISTORY: Fairly benign. He has multiple problems with leg cramps and some musculoskeletal discomfort that he takes ibuprofen for.

PAST SURGICAL HISTORY: Tonsil and adenoidectomy as a child.

FAMILY HISTORY: His mother had osteoporosis. Otherwise, he does not know of any first-degree relatives with medical problems.

SOCIAL HISTORY: He is married. He lives with his spouse and a child. He works construction. He does smoke a pack of cigarettes a day and he drinks alcohol on a rare occasion.

REVIEW OF SYSTEMS: SKIN: He had some bleeding from his right leg that he reported, but that has stopped bleeding at this time.

HEENT: He has no headache. No sensory changes.

ENDOCRINE: No complaints.

CV: No chest pain.

LUNGS: No shortness of breath.

GI: Some mild nausea after pain medication. Liver, gallbladder, and pancreas. He has abdominal pain in the upper abdomen.

EXTREMITIES: He has leg pain on the right joints. He has right knee pain. No lymphatic symptoms.

NEUROLOGIC: He admits to some anxiety and fear.

GENITOURINARY: He has no renal or genital complaints.

SECONDARY SURVEY: HEENT: Head normocephalic and atraumatic. No scalp

Patient Name: RANSOM, ANTHONY

Account #: F01028816345

lacerations. No facial contusions. No mid face deformity. No septal hematoma of the nose. No otorrhea, no rhinorrhea. Pupils equally round and reactive to light. Extraocular muscles intact. Tongue is without any lacerations. No lip lacerations.

NECK: No swelling, no abrasions. No jugular venous distention. His trachea is in midline without any crepitus. He has a normal voice and he had some mild pain putting him in a lot of anxiety with exam in the neck.

CHEST: Equal breath sounds bilaterally. No flail chest physiology, no crepitus, or subcu air.

HEART: Tones within normal limits.

EXTERNAL GENITALIA: Normal male genitalia without injury.

RECTAL: He had good sphincter tone. No bleeding. No masses detected in the anal canal.

ABDOMEN: Soft, tender in the right upper quadrant and left upper quadrant. Normoactive bowel sounds, though.

EXTREMITIES: Upper extremities without any long-bone injury. No tenderness. No joint effusions or crepitus. He had palpable pulses throughout upper and lower extremities. Did have some mild abrasions of the right knee.

BACK: It was tender from T6 to L1 without any abrasions or ecchymosis.

NEUROLOGIC: Alert and oriented. Motor and sensory intact throughout. GCS of 15.

LABORATORY DATA: Shows a white count of 10.6, a hemoglobin of 15.3, and a platelet count of 245. Sodium of 138, potassium of 4.4, chloride of 104, CO2 of 25, BUN of 9, creatinine of 0.9, and blood sugar of 99. PT and PTT of 11.2 and 36.1. LFTs within normal limits. Blood alcohol is negative. FAST exam showed no abnormal fluid. Chest x-ray showed no effusion, no pneumothorax, no rib fractures. Pelvic x-ray showed no fracture. Right lower extremity showed no fracture. CT of the brain showed no crack or GCT injury. CT of the C-spine showed no malalignment or fracture. CT scan of the chest, abdomen, and pelvis was negative for an injury. I reviewed all of the scans personally as well as the radiologist report on these.

ASSESSMENT: A 39-year-old with a 12-foot fall with exposure to cold and rain x90 minutes. CNS and cervical spine are within normal limits. He does have a chest wall contusion and some back contusions. I will provide pain management for Toradol and Flexeril. He has minor abrasion on the right knee that will get local wound care. He will be able to be discharged home. I will write scripts for him. He will have the number to follow up with us if he has any followup needs. He will be able to follow up in our trauma clinic.

IN: CONS/F.HIM/DIC/LE/MedQ S: 11/18/2012

DD: 11/18/2012 12:52

DT: 11/18/2012 18:59 CONF#: 017658/539208659

Authenticated by LEWIS GARRETT DICKINSON, MD On 11/22/2012 06:52:27 AM

Electronically Signed by LEWIS GARRETT DICKINSON on 11/22/12 at 0754

Patient Name: RANSOM, ANTHONY

Account #: F01028816345

PATIENT: RANSOM, ANTHONY ACCT #: F01028816345 LOC: F.ED U #: F000735943
 AGE/SX: 39/M ROOM: REG: 11/18/12
 REG DR: LARK, JARRATT D STATUS: DEP ER BED: DIS:

***** HEMATOLOGY *****

Date Time	11/18/12 1115		Reference	Units
WBC	10.6	H	(3.7-10.1)	K/mm3
	11/18/12		Verified Date	
	1141		Time	
RBC	4.94		(4.55-5.47)	M/mm3
	11/18/12		Verified Date	
	1141		Time	
HGB	15.3		(14.0-16.4)	gm/dl
	11/18/12		Verified Date	
	1141		Time	
HCT	44.8		(40.0-47.2)	%
	11/18/12		Verified Date	
	1141		Time	
MCV	90.7		(81.8-94.6)	fL
	11/18/12		Verified Date	
	1141		Time	
	31.0		(27.9-33.1)	pg
	11/18/12		Verified Date	
	1141		Time	
MCHC	34.2		(33.4-35.6)	g/dl
	11/18/12		Verified Date	
	1141		Time	
RDW	14.1	H	(11.6-14.0)	%
	11/18/12		Verified Date	
	1141		Time	
PLT	245		(150-400)	K/mm3
	11/18/12		Verified Date	
	1141		Time	
GRAN %	71.6		(40.1-81.3)	%
	11/18/12		Verified Date	
	1153		Time	
LYMPH %	21.8		(17.0-47.0)	%
	11/18/12		Verified Date	
	1153		Time	
MONO %	4.2	L	(5.5-11.9)	%
	11/18/12		Verified Date	
	1153		Time	
%	1.7		(0.0-5.5)	%
	11/18/12		Verified Date	
	1153		Time	
BASO %	0.7		(0.0-1.1)	%
	11/18/12		Verified Date	
	1153		Time	
GRAN #	7.6	H	(1.4-6.5)	#
	11/18/12		Verified Date	
	1153		Time	
LYMPH #	2.3		(1.2-3.4)	#
	11/18/12		Verified Date	

Patient: RANSOM, ANTHONY

MRN: F000735943

Encounter: F01028816345

Page 1 of 6

RUN DATE: 11/19/12 GRAND STRAND REGIONAL/809 82ND PKWY/MYRTLE BEACH SC 29572 PAGE 2
RUN TIME: 0206 MED DIRECTOR - EDWARD PROCTOR JR, CHARLES WALLS JR, MELANIE HOPKINS, MD
RUN USER: LABBKJOB HPF LAB Discharge Summary Report w/o Pathology

Patient: RANSOM, ANTHONY #F01028816345 (Continued)

Patient: RANSOM, ANTHONY Age/Sex: 39/M Acct#F01028816345 Unit#F000735943

Patient: RANSOM, ANTHONY

MRN: F000735943

Encounter: F01028816345

Page 2 of 6

Patient: RANSOM, ANTHONY #F01028816345 (Continued)

***** HEMATOLOGY *** (continued) *****

Date	11/18/12		Reference	Units
Time	1115			
MONO #	0.4		(0.1-0.6)	#
	11/18/12		Verified Date	
	1153		Time	
Eos #	0.2		(0.0-0.7)	#
	11/18/12		Verified Date	
	1153		Time	
BASO #	0.1		(0.0-0.2)	#
	11/18/12		Verified Date	
	1153		Time	

***** COAGULATION *****

Date	11/18/12		Reference	Units
Time	1115			
PROTIME	11.2		(9.8-13.9)	SECONDS
	11/18/12		Verified Date	
	1144		Time	
INR	0.95 (a)			
	11/18/12		Verified Date	
	1144		Time	
PTT	36.1 (b)		(24.9-37.9)	SECONDS
	11/18/12		Verified Date	
	1146		Time	

NOTES: (a) The International Normalized Ratio (INR) is for monitoring patients stabilized on oral anticoagulants.

Recommended therapeutic ranges for the INR:
 0.9-1.1 No anticoagulant, normal

2.00-3.00 Prophylaxis of venous thrombosis (high risk surgery), treatment of venous thrombosis and pulmonary embolism, prevention of systemic embolism

2.50-3.50 Mechanical prosthetic valves (high risk), prevention of recurrent MI

Revised 7/30/2008 ELP

(b) Note: The therapeutic range for Heparin anticoagulant therapy is 1.5-2.5 times the normal reference mean value.
 Revised 7/30/2008 ELP

Patient: RANSOM, ANTHONY

MRN: F000735943

Encounter: F01028816345

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Patient: RANSOM, ANTHONY #F01028816345 (Continued)

***** CHEMISTRY *****

Date Time	11/18/12 1115		Reference	Units
NA	138		(136-145)	MMOL/L
	11/18/12		Verified Date	
	1144		Time	
K	4.4		(3.5-5.1)	MMOL/L
	11/18/12		Verified Date	
	1144		Time	
CL	104		(98-107)	MMOL/L
	11/18/12		Verified Date	
	1144		Time	
CO2	25		(21-32)	MMOL/L
	11/18/12		Verified Date	
	1150		Time	
GLUCOSE	99		(74-106)	mg/dL
	11/18/12		Verified Date	
	1150		Time	
BUN	9		(7-18)	mg/mL
	11/18/12		Verified Date	
	1150		Time	
CREATININE	0.9		(0.6-1.3)	mg/dL
	11/18/12		Verified Date	
	1150		Time	
TOTAL PROTEIN	8.3	H	(6.4-8.2)	gm/dL
	11/18/12		Verified Date	
	1150		Time	
ALBUMIN	4.5		(3.4-5.0)	GM/dL
	11/18/12		Verified Date	
	1150		Time	
GLOBULIN	3.8		(2.5-4.5)	gm/dL
	11/18/12		Verified Date	
	1150		Time	
A/G RATIO	1.2		(0.7-1.5)	
	11/18/12		Verified Date	
	1150		Time	
CALCIUM	10.0		(8.5-10.1)	mg/dL
	11/18/12		Verified Date	
	1150		Time	
TOTAL BILIRUBIN	0.4		(0.2-1.0)	mg/dL
	11/18/12		Verified Date	
	1150		Time	
SGOT/AST	25		(15-37)	Units/L
	11/18/12		Verified Date	
	1150		Time	
SGPT/ALT	31		(30-65)	Units/L
	11/18/12		Verified Date	
	1150		Time	
ALK PHOS TOTAL	69		(20-130)	Units/L
	11/18/12		Verified Date	
	1150		Time	

Patient: RANSOM, ANTHONY

MRN: F000735943

Encounter: F01028816345

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 Patient: RANSOM,ANTHONY #F01028816345 (Continued)

Test	Date	Time	Result	Reference	Units	Ver Date/Time
GFR BY MDRD	11/18/12	1115	> 60 (A)	(>=60)		11/18/12 1150

(A) *Reference Range: Greater than or equal to 60 mL/min/1.73m2**
 NOTE:
 eGFR less than 60 (mL/min/1.73) square meters may indicate chronic kidney disease.
 This is an estimated GFR based on the Modification of Diet in Renal Disease (MDRD), results for which depend on race and gender.
 Approved 06/08/11 ELP

BUN/CREAT RATIO	11/18/12	1115	10	(10-20)		11/18/12 1150
ALCOHOL BLOOD	11/18/12	1115	< 3.0 (B)		mg/dL	11/18/12 1151

(B) Alcohol results "Less than 3.0 mg/dl" are consistent with an absence of detectable Alcohol.

*****BLOOD BANK*****

COLLECTED: Nov 18, 2012 11:15am

BLOOD TYPE	O POS	11/18/12 1330
ABSC	NEGATIVE	11/18/12 1330

COLLECTED: Nov 18, 2012 11:15am

PREV HIST CK	NO PREVIOUS HISTORY	11/18/12 1330

RUN DATE: 11/19/12 GRAND STRAND REGIONAL/809 82ND PKWY/MYRTLE BEACH SC 29572 PAGE 6
RUN TIME: 0206 MED DIRECTOR - EDWARD PROCTOR JR, CHARLES WALLS JR, MELANIE HOPKINS, MD
RUN USER: LABBKJOB HPF LAB Discharge Summary Report w/o Pathology

Patient: RANSOM, ANTHONY #F01028816345 (Continued)

***** CANCELLED SPECIMENS *****

1118:QV:U00040S CAN, Coll: 11/18/12-1107 Recd: - (R#04486142) DICKINSON, LEWIS
Ordered: UR DRUG SCREEN
Comment: PT DISCHARGED SPECIMEN NOT COLLECTED IN ER
1118:QV:U00041S CAN, Coll: 11/18/12-1107 Recd: - (R#04486143) DICKINSON, LEWIS
Ordered: DIPSTICK
Comment: PT DISCHARGED SPECIMEN NOT COLLECTED IN ER

Patient: RANSOM, ANTHONY

MRN: F000735943

Encounter: F01028816345

Page 6 of 6

Name: RAMSOM, ANTHONY Loc: F.ED Radiology No:
DOB: Age: 39 Sex: M Status: REG ER Unit No: F000735943
Phys: DICLE - DICKINSON, LEWIS GARRET Acct: F01028816345
Reason For Exam: A Exam Date: 11/18/2012

EXAMS: REASON FOR EXAM:
001890748 CT ABDPEL IV CONTR ONLY TR
001890751 CT TBORAX WITH CONTRAST

HISTORY:

EXAM:
CT scan of the chest with contrast dated November 18, 2012

HISTORY:
Trauma. Fell off ladder.

TECHNIQUE: Sequential axial images were obtained from the thoracic inlet through the upper poles of the kidneys following the administration of 100 mL Isovue 300 IV contrast. No adverse reactions were noted.

FINDINGS:
Bone windows demonstrate no apparent fractures.
Reconstructions were performed through the thoracic spine. These demonstrate normal height and alignment of the thoracic vertebrae.
The lungs show mild dependent atelectasis but no dense consolidation or focal pulmonary lesion. There is no evidence of a pneumothorax.
Mediastinal windows show no masses or adenopathy.

IMPRESSION:
1. No traumatic injury to the chest.

EXAM:
CT scan of the abdomen and pelvis with contrast dated November 18, 2012

HISTORY:

Trauma.

TECHNIQUE: Sequential axial images were obtained from the domes of the diaphragm through the symphysis pubis following the administration of 100 mL Isovue 300 IV contrast. No adverse effects

DIAGNOSTIC IMAGING REPORT

GRAND STRAND REGIONAL - 809 32ND PARKWAY - MYRTLE BEACH, SC 2957
PHONE #: 8436921360 FAX #: 8436921553

Name: RANSOM, ANTHONY Loc: F.ED Radiology No:
DOB: Age: 35 Sex: M Status: REG ER Unit No: F000735943
Phys: DICLE - DICKINSON, LEWIS GARRET Acct: F01028816345
Reason For Exam: ELSON FOR EXAM? TRAUMA Exam Date: 11/18/2012

EXAMS: REASON FOR EXAM:
001890748 CT ABDPELVIC CONT ONLY TR
001890751 CT THORAX WITH CONTRAST
<Continued>

were noted.

FINDINGS:

Bone windows demonstrate no lumbar spine or pelvic fractures.

Sagittal reconstructions were performed through the lumbar spine show normal height alignment the lumbar vertebrae.

Contrast enhanced images of the liver, spleen, pancreas, kidneys and adrenal glands show nothing unusual. No abnormal masses, fluid collections or inflammatory changes are seen within the abdomen pelvis. Bladder is seen with urine appears grossly unremarkable. Opacified loops of bowel appear normal.

IMPRESSION:

1. No traumatic injury. No acute disease. Negative study.

** Electronically Signed by JOSEPH B. TEW MD on 11/18/2012 at 1221 **
Reported and signed by: JOSEPH B. TEW, MD

CC: LEWIS GARRETT DICKINSON

Dictated Date/Time: 11/18/2012 (1221)
Technologist: CARMON P ADLER RT (R) (CT)
Transcribed Date/Time: 11/18/2012 (1221)
Transcriptionist: RAD.VR
Electronic Signature Date/Time: 11/18/2012 (1221)

Name: RANSOM, ANTHONY Loc: F.2D Radiology No:
DOB: Age: 39 Sex: M Status: REG ER Unit No: F000735943
Phys: DICKLE - DICKINSON, LEWIS GARRET Acct: F01028816345
Reason For Exam: A Exam Date: 11/18/2012

EXAMS: REASON FOR EXAM:
00189C749 CT CERVICAL SPINE W/O CON

HISTORY:

EXAM:
CT scan of the cervical spine with reconstructions November 18, 2012

HISTORY:
Trauma. Fell.

TECHNIQUE:
Sequential axial images were obtained from the skull base through the cervicothoracic junction. Sagittal and coronal reformats were performed and reviewed.

FINDINGS:
There is motion throughout the study which slightly limits detail.

Axial images show no fractures, significant degenerative changes or other bony abnormalities.

Sagittal reconstructions show slight reversal of the normal cervical lordosis which is likely positional. Height and alignment cervical vertebrae is otherwise unremarkable.

Coronal reconstructions show no abnormalities of the craniovertebral junction.

IMPRESSION:

1. Slightly motion limited, grossly negative CT scan of the cervical spine with reconstructions.

** Electronically Signed by JOSHUA B. TEN MD on 11/18/2012 at 1148 **
Reported and signed by: JOSHUA B. TEN, MD

DIAGNOSTIC IMAGING REPORT

SEASIDE STRAND REGIONAL - 800 32ND AVENUE - MYRTLE BEACH, SC 2957
PHONE #: 8436921560 FAX #: 8436921533

Name: RANSAM, ANTHONY Loc: F.RD Radiology No:
DOB: Age: 39 Sex: M Status: REG ER Unit No: F000735943
Phys: DICKLE - DICKINSON, LEWIS GARRET Acct: F01028816345
Reason for Exam: A Exam Date: 11/18/2012

EXAMS.
001890749 CT CERVICAL SPINE W/O CON REASON FOR EXAM:
<Continued>

CC: LEWIS GARRETT DICKINSON

Dictated Date/Time: 11/18/2012 (1149)
Technologist: CARMON P ADLER RT (R) (CT)
Transcribed Date/Time: 11/18/2012 (1149)
Transcriptionist: RAD.VR
Electronic Signature Date/Time: 11/18/2012 (1149)

Patient: RANSAM, ANTHONY

MRN: F000735943

Encounter: F01028816345

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R-477

Name: RAMSOM, ANTHONY Loc: F.ED Radiology No:
DOB: Age: 35 Sex: M Status: REG ER Unit No: F000735943
Phys: DICKE - DICKINSON, LEWIS GARRET Acct: F01028816345
Reason For Exam: A Exam Date: 11/18/2012

EXAMS: REASON FOR EXAM:
00149C730 CT HEAD WITHOUT CONTRAST

HISTORY:

EXAM:
CT scan of the head without contrast dated November 18, 2012

HISTORY:
Trauma. Fell. Loss of consciousness.

TECHNIQUE:
Sequential axial images were obtained at 5 mm intervals through the entire head.

FINDINGS:
Bone windows demonstrate no skull fractures or other osseous abnormalities. The paranasal sinuses and mastoid air cells are clear.

Images of the brain demonstrate no evidence of intracranial hemorrhage. There are no abnormal intraaxial or extraaxial masses or fluid collections. The gray white junction is intact throughout without evidence of cortical infarct. The ventricles have a normal size and configuration without midline shift or mass effect.

IMPRESSION:

1. Normal CT scan of the head.

** Electronically signed by JOSHUA B. TEN MD on 11/18/2012 at 1133 **
Reported and signed by: JOSHUA B. TEN, MD

CC: LEWIS GARRETT DICKINSON

Dictated Date/Time: 11/18/2012 (1133)

Technologist: CARLTON F ADLER RT (R) (CT)
Transcribed Date/Time: 11/18/2012 (1133)
Transcriptionist: RAD.VR
Electronic Signature Date/Time: 11/18/2012 (1133)
Printed Date/Time: 11/18/2012 (1137)

Name: RAMSOM, ANTHONY Loc: P.ED Radiology No:
DOB: Age: 39 Sex: M Status: REG ER Unit No: F000735943
Phys: DICKE - DICKINSON, LUIS GARRET Acct: F01028816345
Reason For Exam: A Exam Date: 11/18/2012

EXAMS: REASON FOR EXAM:
001690748 CT ABDPELVIS CONT ONLY TR
001890751 CT THORAX WITH CONTRAST

HISTORY:

EXAM:

CT scan of the chest with contrast dated November 18, 2012

HISTORY:

Trauma. Fell off ladder.

TECHNIQUE: Sequential axial images were obtained from the thoracic inlet through the upper poles of the kidneys following the administration of 100 ml Isovue 300 IV contrast. No adverse reactions were noted.

FINDINGS:

Bone windows demonstrate no apparent fractures.

Reconstructions were performed through the thoracic spine. These demonstrate normal height and alignment of the thoracic vertebrae.

The lungs show mild dependent atelectasis but no dense consolidation or focal pulmonary lesion. There is no evidence of a pneumothorax.

Mediastinal windows show no masses or adenopathy.

IMPRESSION:

1. No traumatic injury to the chest.

EXAM:

CT scan of the abdomen and pelvis with contrast dated November 18, 2012

HISTORY:

Trauma.

TECHNIQUE: Sequential axial images were obtained from the domes of the diaphragm through the symphysis pubis following the administration of 100 ml Isovue 300 IV contrast. No adverse effects

DIAGNOSTIC IMAGING REPORT
GRAND STRAND REGIONAL - 809 BEND PARKWAY - MYRTLE BEACH, SC 2957
PHONE #: 8436921560 FAX #: 8436921533

Name: RANSOM, ANTHONY Loc: F.ED Radiology No:
DOB: Age: 39 Sex: M Status: REG ER Unit No: F000735943
Phys: DICER - DICKINSON, LEWIS GARRET Acct: F01028816345
Reason for Exam: EASON FOR EXAM? TRAUMA Exam Date: 11/18/2012

EXAMS: REASON FOR EXAM:
001890748 CT ABDPEL IV CONT ONLY TR
001890751 CT THORAX WITH CONTRAST
<Continued>

were noted.

FINDINGS:

Bone windows demonstrate no lumbar spine or pelvic fractures.

Sagittal reconstructions were performed through the lumbar spine show normal height alignment the lumbar vertebrae.

Contrast enhanced images of the liver, spleen, pancreas, kidneys and adrenal glands show nothing unusual. No abnormal masses, fluid collections or inflammatory changes are seen within the abdomen pelvis. Bladder is seen with urine appears grossly unremarkable. Unopacified loops of bowel appear normal.

IMPRESSION:

1. No traumatic injury. No acute disease. Negative study.

** Electronically Signed by JOSHUA B. TEW MD on 11/18/2012 at 1221 **
Reported and signed by: JOSHUA B. TEW, MD

CC: LEWIS GARRETT DICKINSON

Dictated Date/Time: 11/18/2012 (1221)
Technologist: CARMON P ADLER RT (R) (CT)
Transcribed Date/Time: 11/18/2012 (1221)
Transcriptionist: RAD.VR
Electronic Signature Date/Time: 11/18/2012 (1221)

Patient: RANSOM, ANTHONY

MRN: F000735943

Encounter: F01028816345

Page 2 of 2

25

R-480

DIAGNOSTIC IMAGING REPORT
GRAND STRAND REGIONAL - 809 82ND PARKWAY - MYRTLE BEACH, SC 2957
PHONE #: 8436921560 FAX #: 8436921555

Name: RANSAM, ANTHONY Loc: F.ED Radiology No:
DOB: 3 Age: 39 Sex: M Status: REG ER Unit No: F000735943
Phys: DICLE - DICKINSON, LEWIS GARRET Acct: F01028816345
Reason For Exam: A Exam Date: 11/10/2012

EXAMS:
001690752 PORTABLE CHEST

REASON FOR EXAM:

HISTORY:

EXAM:
Portable chest dated November 18, 2012

HISTORY:
Trauma. Fell off of roof.

FINDINGS: Single frontal view of the chest demonstrates the lungs to be clear without evidence of infiltrate, effusion or pneumothorax. The cardiomedastinal silhouette and pulmonary vasculature appear within normal limits. No significant osseous abnormalities are identified. Backboard artifact is present, obscuring some detail.

IMPRESSION:

1. No acute disease in the chest.

** Electronically Signed by JOSHUA B. TSW MD on 11/16/2012 at 1119 **
Reported and signed by: JOSHUA B. TSW, MD

CC: LEWIS GARRETT DICKINSON

Dictated Date/Time: 11/18/2012 (1119)

Technologist: DIANN M. JONES

Transcribed Date/Time: 11/18/2012 (1119)

Transcriptionist: RAD.VR

Electronic Signature Date/Time: 11/18/2012 (1119)

Printed Date/Time: 11/18/2012 (1123)

PAGE 1

Signed Report

Patient: RANSOM, ANTHONY

MRN: F000735943

Encounter: F01028816345

Page 1 of 1

DIAGNOSTIC IMAGING REPORT
GRAND STRAND REGIONAL - 609 82ND PARKWAY - MYRTLE BEACH, SC 2957
PHONE #: 8436921550 FAX #: 8436921555

Name: RANSAM, ANTHONY Loc: F.ED Radiology No:
DOB: Age: 39 Sex: M Status: REG ER Unit No: F000735943
Phys: OICLE - DICKINSON, LEWIS GARRET Acct: F01028816345
Reason For Exam: A Exam Date: 11/18/2012

EXAMS: REASON FOR EXAM:
001890753 PORTABLE PELVIS

HISTORY:

EXAM:
Portable pelvis November 18, 2012

HISTORY:
Fell through a roof.

FINDINGS:

AP radiograph of the pelvis demonstrates no convincing pelvic or proximal femoral fractures. A linear lucency projecting over the left sacroiliac joint is potentially artifact but I cannot exclude a nondisplaced left iliac wing fracture. The bony architecture of the pelvis appears intact.

IMPRESSION:

1. No convincing fractures. Findings are equivocal for nondisplaced left iliac wing fracture, however.

** Electronically Signed by JOSEUA B. TEW MD on 11/18/2012 at 1120 **
Reported and signed by: JOSEUA B. TEW, MD

CC: LEWIS GARRETT DICKINSON

Dictated Date/Time: 11/18/2012 (1120)

Technologist: DIANN M. JONES

Transcribed Date/Time: 11/18/2012 (1120)

Transcriptionist: RAD.VR

Electronic Signature Date/Time: 11/18/2012 (1120)

Printed Date/Time: 11/18/2012 (1125)

PAGE 1 Signed Report

Patient: RANSOM, ANTHONY

MRN: F000735943

Encounter: F01028816345

Page 1 of 1

DIAGNOSTIC IMAGING REPORT
GRAND STRAND REGIONAL - 809 82ND PARKWAY - MYRTLE BEACH, SC 2957
PHONE #: 8436921560 FAX #: 8436921555

Name: RANSOM, ANTHONY Loc: F.ED Radiology No:
DOB: Age: 39 Sex: M Status: REG XR Unit No: F000735943
Phys: DICLE - DICKINSON, LEWIS GARRET Acct: F01028816345
Reason For Exam: A Exam Date: 11/18/2012

EXAMS: REASON FOR EXAM:
00189C754 PORTABLE RIGHT KNEE(2 VIE

HISTORY:

EXAM:

Two-view right knee dated November 18, 2012

HISTORY:

Fell through roof.

FINDINGS:

Frontal and lateral radiographs of the right knee were performed. No acute fractures are seen. The bony architecture of the knee appears normal.

IMPRESSION:

1. No fractures.

Electronically Signed by JOSHUA B. TEW MD on 11/18/2012 at 1125 **
Reported and signed by: JOSHUA B. TEW, MD

CC: LEWIS GARRETT DICKINSON

Dictated Date/Time: 11/18/2012 (1125)

Technologist: DIANN M. JONES

Transcribed Date/Time: 11/18/2012 (1125)

Transcriptionist: RAD.VR

Electronic Signature Date/Time: 11/18/2012 (1125)

Printed Date/Time: 11/18/2012 (1125)

PAGE 1

Signed Report

Patient: RANSOM, ANTHONY

MRN: F000735943

Encounter: F01028816345

Page 1 of 1

Week Ending	Total HrsHours	Reg	Time	Overtime	Pay	OT Pay	Total
Aug. 6-10, 2012	55	40		15	560	315	875.00
Aug. 11-17, 2012 (Sat)	66	40		26	560	546	1,106.00
Aug. 18-24, 2012 (Sat.)	67	40		27	560	567	1,127.00
Aug. 25-31, 2012 (Sat.)	65	40		25	560	525	1,085.00
Sept. 1-7, 2012 (Sat., - Mon) (5)	60	40		20	560	420	980.00
Sept. 8-14, 2012 (Sat)	65	40		25	560	525	1,085.00
Sept. 17-21, 2012	60	40		20	560	420	980.00
Sept. 22-28, 2012 (Sat)	66	40		26	560	546	1,106.00
Oct. 1-5, 2012	60	40		20	560	420	980.00
Oct. 22-26, 2012	60	40		20	560	420	980.00
Oct. 27-Nov. 2, 2012 (Sat.)	60	40		20	560	420	980.00
Nov. 3-9, 2012 (Sat)	65	40		15	560	315	875.00
Nov. 10-16, 2012 (Sat)	65	40		15			
Nov. 17-18, 2012 (Sat/Sun)	13						

SOUTH CAROLINA WORKERS' COMPENSATION COMMISSION

W.C.C. FILE NO: X130083

ANTHONY S. RANSOM,

Employee,

Claimant,

vs.

BUILDERS FIRSTSOURCE,
INC./SOUTHEAST GROUP,

Employer,

AND

LIBERTY MUTUAL INSURANCE
COMPANY,

Carrier,

Defendants.

AMENDED NOTICE OF WITNESSES
AND WRITTEN MEDICAL REPORTS TO
BE INTRODUCED AS DIRECT
EVIDENCE ON BEHALF OF
DEFENDANTS

TO: SOUTH CAROLINA WORKERS' COMPENSATION COMMISSION AND J. ALAN
BASS, ESQUIRE:

YOU ARE NOTIFIED that the Defendants, pursuant to the provisions of the South
Carolina Workers' Compensation Act and Section 1-23-330 of the South Carolina Code of Laws
(Cum. Supp. 1988) submit the following medical records and other documents as evidence:

APA#	NAME OF PROVIDER/OTHER	DATE(S) OF RECORD(S)	PAGE NUMBERS
5.	Grand Strand Regional Medical Center	11/18/12	30
6.	SLED Arrest Record	07/24/98 – 02/19/13	31 - 34
7.	Certificate of Liability Insurance	09/27/12	35

JUL 01 2013

S.C. WORKERS' COMP. COMM.
OFFICE OF COMM'R. JAMES

8. Cell phone records of Lisa Brown 11/17/12 – 11/18/12 36 - 37
and John Clark

YOU ARE FURTHER NOTIFIED that you have the right to cross-examine or otherwise oppose this evidence and, should you desire to exercise this right, you are to promptly schedule the deposition of any provider whose records are submitted, for the purposes of cross-examination, or otherwise promptly submit opposing medical records into evidence.

YOU ARE FURTHER NOTIFIED that these records, or photocopies of the same, will be provided to the South Carolina Workers' Compensation Commission for insertion in their file and for consideration as evidence on behalf of the Defendants.

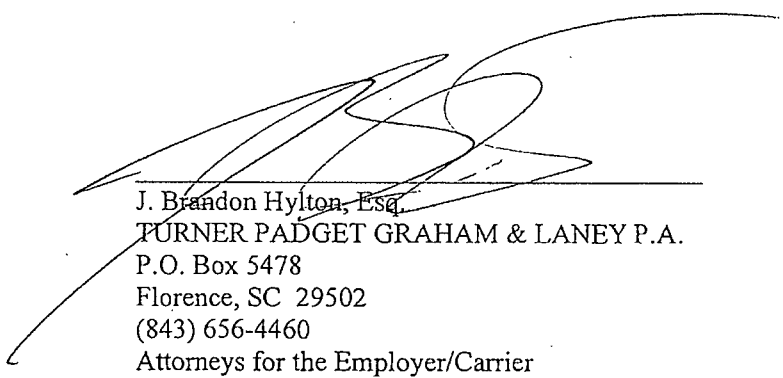
YOU ARE FURTHER NOTIFIED that the following witnesses may be called on behalf of the Defendants:

1. Representative of Builders FirstSource
Builders FirstSource, Inc.
2001 Bryan Street, Suite 1600
Dallas, TX 75201-3017
2. Mr. John Clark
John Clark Builders
P.O. Box 1981
Myrtle Beach, SC 29588
3. Mr. Adam Watts
3065 Little Bethel Road
Green Sea, SC 29545
4. Ms. Lisa Brown
John Clark Builders
P.O. Box 1981
Myrtle Beach, SC 29588
5. Any and all witnesses listed by Claimant

RECEIVED

JUL 01 2013

S.C. WORKERS' COMP. COMM.
OFFICE OF COMM'R. JAMES



J. Brandon Hylton, Esq.

TURNER PADGET GRAHAM & LANEY P.A.

P.O. Box 5478

Florence, SC 29502

(843) 656-4460

Attorneys for the Employer/Carrier

Florence, SC

June 28, 2013

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S.C. WORKERS' COMP. COMM.
OFFICE OF COMM'R. JAMES

PROOF OF SERVICE

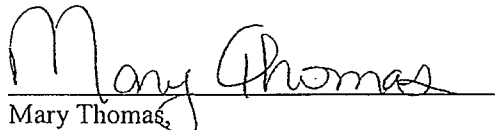
The undersigned certifies that it is an employee at TURNER, PADGET, GRAHAM & LANEY, P.A., and that the attached Pre-Hearing Brief and Notice of Witnesses and Written Medical Reports to be Introduced as Direct Evidence on Behalf of Defendants were served upon J. Alan Bass, Esquire, the attorney for the claimant, and Melody L. James, Commissioner, this 28th day of June, 2013, in accordance with Regulations 67-210, 67-211, 67-213, 67-214, and 67-215 and such other law as may be applicable, by depositing a copy of same in the United States Mail, postage prepaid, addressed to:

Melody L. James, Commissioner
SC Workers' Compensation Commission
P. O. Box 1715
Columbia, SC 29202-1715

Lisa C. Glover, Esquire
SC Second Injury Fund
100 Executive Center Dr., Ste. 101
Columbia, SC 29210

Mr. John Clark
John Clark Builders
P.O. Box 1981
Myrtle Beach, SC 29588

J. Alan Bass, Esquire
Mickle & Bass, LLC
1039 44th Avenue North
Suite 102
Myrtle Beach, SC 29577


Mary Thomas
Secretary to J. Brandon Hylton

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JUL 1 2013

JUL 01 2013

S.C. WORKERS' COMP. COMM.
OFFICE OF COMM'R. JAMES

DEFENDANTS' INDEX TO APA SUBMISSIONS
ANTHONY S. RANSOM V. BUILDERS FIRSTSOURCE, INC.

WCC FILE NO.: X130083

HEARING DATE: July 9, 2013

APA#	NAME OF PROVIDER /OTHER	DATE(S) OF RECORD(S)	PAGE NUMBERS
5.	Grand Strand Regional Medical Center	11/18/12	30
6.	SLED Arrest Record	07/24/98 – 02/19/13	31 – 34
7.	Certificate of Liability Insurance	09/27/12	35
8.	Cell phone records of Lisa Brown and Claimant	11/17/12 – 11/18/12	36 - 37

Additional	ROUTING NUMBER	PROVIDER NUMBER	DATE CALL RECEIVED
	FR121118042494.M2.1	037	11/18/2012
	PATIENT'S NAME LAST	FIRST	ADD. INITIAL
	RANSOM	ANTYONY	S

Medics on this call:	Level	Name	Medic ID	Certification ID
1. _____	EMT-Basi	Davis, Walter M	000004610	SC001402
2. _____	EMT-Basi	Henderson, Michael T	000004054	SC011393
3. _____	EMT-Para	Howell, David S	000004081	SC011479
4. _____	EMT-Basi	Shankle, Daniel A	000000606	SC003404
5. _____	EMT-Para	Stemen, Matthew A	000005924	SC012294
6. _____	EMT-Basi	Stiebel, Nicholas L	000007063	SC021866
7. _____	EMT-Basi	Wenrich, Robert G	000000622	SC003446

M2 E2 called to location listed for Pt fall. We arrived on scene of a house under construction to find a 39 y/o male hanging in the rafters. Bystanders on scene stated the man was on the unfinished roof when he fell approx 10 feet onto the rafters. The Pt was alert and oriented on our arrival but the bystanders stated he was unresponsive for a short time after the fall. Trauma notification sent to GSRMS via dispatch. E2 called for additional manpower. The Pt was hanging from a rope attached to a harness. His chief complaint was back pain and right leg pain. Using folding ladders on scene C Spine was taken. The Pt had positive PMS throughout the incident. With the help of the workers on scene M2 and E2 began building platforms with wood from the construction site so we could begin treating the Pt. He stated no medical history, allergies and denied taking any medications. After the platforms were built a LSB was slid under the Pt. While the Pt was on the LSB he began to vomit causing him to move while on the rafters. Using a ladder an IV was established (18g L AC) and 4mg of zofran was administered. The Pt was secured to the LSB and slid off the rafters onto one of the platforms. B1 T2 and R18 arrived to assist. ~~The Pt was covered due to heavy rain.~~ While waiting for the rope system to be set up the monitor was passed up onto the platform. A BP was taken and the monitor was briefly applied showing a sinus rhythm. We didn't have enough room to safely keep the monitor on the Pt while working. We also could not safely keep the Pt on O2 while working in the rafters. A stokes basket was passed up and the Pt was transferred into it. A pulley system was attached to T2 and the Pt was lowered to the ground. It took approx 1.5 hours from the time we arrived to the time we had the Pt out of the rafters. The Pt was transferred to the stretcher and loaded in the ambulance. O2 applied as listed. Pt transported to GSRMS. The monitor reapplied still showing a sinus rhythm. The Pt was still alert and oriented complaining of back pain and abdominal pain. We waited to remove the Pt's clothing in the ambulance due to rain and low temperature in the unfinished house. The Pt's clothing were removed and a head to toe assessment was completed with no new findings. A second IV was established (20g R hand). The Pt's GCS was 15 throughout transport. The Pt was breathing normal with equal chest rise. His pupils were equal and reactive to light. A BGL was taken as listed. GSRMS notified. Vitals taken en route as listed. On arrival the Pt was transferred to ED bed 12 and Pt care was transferred to the hospital staff.

INSURANCE NOTE:

The patient signature was not obtained due to: Medical Condition. Therefore, the Hospital Representative signature has been obtained and is attached.

End of Report

Completed report printed at 14:10 on 03/18/2013 by WESTC

Page 2

ARREST RECORD

S.C. LAW ENFORCEMENT DIVISION

Since neither fingerprints nor an identifying number which is indexed in our files accompanied your request, SLED cannot guarantee in any manner that this material concerns the individual in whom you are interested.

TO: REC21A-09666 Tue Feb 19, 2013 14:49:49 GENDRVNFBPMY
FROM: SCCH-00298 Tue Feb 19, 2013 14:49:49

ICHR REQUEST FOR RAP SHEET
ORI-SCLEB0000 SID-1225407 PUR-E
ATN-ZELF BOWERS, LADONNA

AUTHORIZED USE ONLY. ***** CONTACT CONTRIBUTING
AGENCY FOR SPECIFIC/MORE DATA ABOUT CHARGES AND/OR DISPOSITIONS.
BECAUSE ADDITIONS OR DELETIONS MAY BE MADE AT ANY TIME, A NEW COPY
SHOULD BE REQUESTED WHEN NEEDED FOR SUBSEQUENT USE.

PAGE-01 DATE-02/19/2013 TIME-14:49:49
REQ ORI-SCLEB0000 S C LAW ENF DIV
SID-SC01235407 FBI-
NAME-RANSOM, ANTHONY SHANNON SEX-M RACE-W
HEIGHT-600 WEIGHT-180 EYES-BRO HAIR-BRO SKIN- BORN-NC
FPC-FOEMPOF015F119231913 HENRY-19 O 29 W MOO 15
I 25 U 000

PHOTOGRAPH AVAILABLE AUTHORIZED USE ONLY
1-FINGERPRINT IMAGES ON THIS SUBJECT ARE STORED ON SCAPIS

* DNA - TAKEN

DATE RECORD ENTERED--N/A DATE OF LAST UPDATE--09/20/2011

ADDITIONAL IDENTIFIERS	BIRTH
NAME	DATES MARKS SOC SEC MISC NUM
RANSOM, ANTHONY 3	

CONTRIBUTOR/SUBJECT	DOA/RCVD CHARGE/DISPOSITION/ETC
RANSOM, ANTHONY SHANNON	07/24/1998

SC0260700 N MYRTLE BEACH PD
CASE-98019110
WARR-F951024

ARREST CHARGE 01-LEAVING
SCENE W/PROPERTY DAMAGE
OFFENSE DATE-07/23/1998
PHOTOGRAPH AVAILABLE

WARR-F951026

ARREST CHARGE 02-FILING FALSE
POLICE REPORT
OFFENSE DATE-07/23/1998

UNDER SUSPENSION

DOC-R84
WARR-F951024

OFFENSE DATE-07/23/1998
COURT CHARGE 01-HIT AND RUN,
PROPERTY DAMAGE
COURT DISP-CONVICTED; BOND
FORFEITED \$350
COURT DATE-03/22/1999

DOC-R84
WARR-F951027

COURT CHARGE 02-DRIVING UNDER
SUSPENSION
COURT DISP-CONVICTED; BOND
FORFEITED \$348
COURT DATE-03/22/1999

DOC-R84
WARR-F951026

COURT CHARGE 03-FILING FALSE
POLICE REPORT
COURT DISP-CONVICTED; BOND
FORFEITED \$350
COURT DATE-03/22/1999

RAMSON, ANTHONY SHANNON
SC0260700 N MYRTLE BEACH PD
CASE-980021473
WARR-F095118

08/29/1998

ARREST CHARGE 01-KIDNAPPING
OFFENSE DATE-07/23/1996

CIT-16-3-910-FELONY
WARR-F095118

PHOTOGRAPH AVAILABLE

COURT CHARGE 01-KIDNAPPING
COURT DISP-CONVICTED; 10 YRS
CONCURRENT W/1 22 YR SENTENCE
ON BURGLARY
COURT DATE-03/16/2000

CIT-C/L, -MISDEMEANOR
DOC-99682600345
WARR-F951118

COURT CHARGE 02-ASSAULT/BATTERY
HIGH & AGGRAVATED NATURE
COURT DISP-CONVICTED; CONCURREN-
T WITH 99-695 6 MONTHS,
96 DAYS, 0 HOURS

COURT DATE-03/15/2000

RAMSON, ANTHONY SHANNON
SC0260400 Horry CNTY PD
CASE-9877688

01/05/1999

ARREST CHARGE 01-FORGERY
LESS \$1000
OFFENSE DATE-12/22/1998
PHOTOGRAPH AVAILABLE

WARR-E647499

ARREST CHARGE 02-BURGLARY 1ST
OFFENSE DATE-12/22/1998

WARR-E647501

ARREST CHARGE 03-GRAND LARCEN
Y
OFFENSE DATE-12/22/1998

CIT-16-11-311
DOC-99632500695
WARR-E647499

COURT CHARGE 01-BURGLARY
(AFTER JUNE 20, 1985) -
FIRST DEGREE
COURT DISF-CONVICTED:3ENT
CONC JAIL 22 YRS CC
COURT DATE-05/20/1999

SC040055C R & E CENTER COLA 02/20/2000 CUSTODY STATUS-RECEIVED
CASE-265074 .START DATE-02/20/2000
CIT-16-11-311-FELONY

COURT CHARGE 01-BURGLARY/VIOL
ET
COURT DISF-CONVICTED:22 YRS
ATN-

CIT-C/L,-UNCLASSIFIED

COURT CHARGE 02-ASSAULT/BATTE
RY OF HIGH AND AGGRAVATED
NATURE
COURT DISF-CONVICTED:10 YRS
CC

CIT-16-13-30(B)(1)-FELONY

COURT CHARGE 03-GRAND LARCENY
.VALUE >\$1,000 BUT <\$5,000
COURT DISF-CONVICTED:5 YRS CC

CIT-16-13-10(B)(2)-FELONY

COURT CHARGE 04-FORGERY,
VALUE LESS THAN \$5,000
COURT DISF-CONVICTED:5 YRS CC

SC040055C R & E CENTER COLA
CIT-16-11-312-FELONY
DOC-996326-695
WARR-E647499

COURT CHARGE 05-BURGLARY
(NON-VIOLENT) 2ND DEGREE
COURT DISF-CONVICTED:15 YRS

0 MTHS 0 DAYS
COURT DATE-06/14/2005

BASED ON SEARCH OF SCLED COTS CCR FILE USING 312/SC01328407
P-33

CHANGES MAY OCCUR DAILY A NEW ENTRY SHOULD BE MADE AND NO SUBSEQUENT
USE OF THIS RECORD IS ALLOWED.

INQUIRY WILL BE FORWARDED TO: NCIC WANTED PERSONS

INDIVIDUAL PROHIBITED FROM POSSESSING OR ACQUIRING HANDGUN IN
SOUTH CAROLINA

INFORMATION SUBMITTED TO SLED CCH PURSUANT TO 15-23-10 (C) AND 23-21-110

(C) OF THE SOUTH CAROLINA CODE OF LAWS INDICATES THIS INDIVIDUAL HAS BEEN
CONVICTED OF A CRIME OF VIOLENCE AND IS NOT PERMITTED TO POSSESS OR
ACQUIRE A HANDGUN.

INDIVIDUAL PROHIBITED FROM POSSESSING OR ACQUIRING FIREARM OR AMMUNITION
PURSUANT TO FEDERAL GUN CONTROL ACT OF 1968

INFORMATION SUBMITTED TO SLED CCH INDICATES THIS INDIVIDUAL HAS BEEN
CONVICTED OF A FELONY ACCORDING TO THE SOUTH CAROLINA CODE OF LAWS.
THEREFORE, THIS PERSON IS INELIGIBLE TO SHIP, TRANSPORT, OR RECEIVE ANY
FIREARM OR AMMUNITION AFFECTED BY INTERSTATE OR FOREIGN COMMERCE, AS
DEFINED BY THE GUN CONTROL ACT OF 1968 (18.U.S.C. 922(G)).

** 3 C 0012 END OF RECORD **

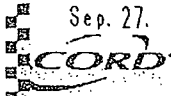
IN Feb 19, 2013 14:49:49

000313524600/220

OUT Feb 19, 2013 14:49:49

REC21A MSG# 09566

RAW: QINDEWVF3FMY



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/27/12

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Vaccannaw Insurance Services
Aurelia Inlet Office
P.O. Box 3848
Aurelia Inlet, SC 29576-3848
Chris Hawley

Phone: 843-357-8090
Fax: 843-357-6343

CONTACT NAME:

PHONE

FAX

E-MAIL

ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Liberty Mutual Ins. Co.

INSURER B: Canopus US Ins Inc

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED John Clark
1076 Weslin Creek Drive
Myrtle Beach, SC 29588

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURER	TYPE OF INSURANCE	ADDITIONAL INSURERS	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY	X	OUS009037181	08/28/12	08/28/13	EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000
	☐ CLAIMS-MADE ☒ OCCUR					MED EXP (Any one person) \$ 8,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PERSONAL & ADV INJURY \$ 1,000,000
	☐ POLICY ☐ PRO-ECT ☐ LOC					GENERAL AGGREGATE \$ 2,000,000
	AUTOMOBILE LIABILITY					PRODUCTS - COMP/OP AGG \$ 1,000,000
	☐ ANY AUTO					COMBINED SINGLE LIMIT (Per accident) \$
	☐ ALL OWNED AUTOS	☐ SCHEDULED AUTOS				BODILY INJURY (Per person) \$
	☐ HIRED AUTOS	☐ NON-OWNED AUTOS				BODILY INJURY (Per accident) \$
	UMBRELLA LIAB	☐ OCCUR				PROPERTY DAMAGE (Per accident) \$
	EXCESS LIAB	☐ CLAIMS-MADE				EACH OCCURRENCE \$
	DED RETENTION \$					AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	WC5355529019012	08/06/12	08/06/13	☒ JWC STATUTORY LIMITS ☐ OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH)					E.L. EACH ACCIDENT \$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 100,000
						E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Builders First Source Southeast Group, LLC are named as additional insureds with respects to general liability.

CERTIFICATE HOLDER

CANCELLATION

BUILD02

Builders First Source
Southeast Group, LLC
2001 Bryan Street, Ste 1600
Dallas, TX 75201

347-9721

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Chris Hawley

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Welcome, LISA

Your phone number: (843) 446-4586 Lines on your account: 5

Billing and payments

In this section:

[Pay your bill](#)
[See bill summary](#)
[See past call records](#)
[Sign up for EasyPay](#)
[Payment history](#)
[Billing Support](#)

Related links:

[Usage details](#)
[Plans & Services](#)

Account Summary

CURRENT BALANCE

\$408.72

Includes past due amount of \$213.22
 Due on: 5/13/13

LAST PAYMENT RECEIVED

Apr 12, 2013 for \$200.00

[Payment history](#)

Previous Bills by Issue Date

Nov 21, 2012	\$383.86	Print
Oct 21, 2012	\$283.76	View Print
Sep 21, 2012	\$289.86	View Print
Aug 21, 2012	\$419.71	View Print
Jul 21, 2012	\$463.88	View Print

Service charges

10/21/12 - 11/20/12

865-221-4155
 Select another line
 865-221-4155

Voice Messaging Data Premium services

Local, long distance, international

Total voice use: 4,171 minutes

Total voice charges: \$3.98

[Back to Bill Summary](#)[Show All Columns](#)

Date	Time	Destination	Number	Call Type	Minutes	Charges
11/17/12	10:28 PM	Georgetown, SC	843-240-0369	(F) 2	1	-
11/17/12	10:31 PM	Myrtle Beach, SC	843-445-2359	(F) 2	2	-
11/16/12	7:15 AM	Myrtle Beach, SC	843-445-4885	(F) 2	1	-
11/16/12	7:23 AM	Incoming	916-918-1150		4	-
11/16/12	7:30 AM	Myrtle Beach, SC	843-445-4586	(F) 2	3	-
11/16/12	9:45 AM	Myrtle Beach, SC	843-445-4586	(F) 2	1	-

11/18/12	9:45 AM	Myrtle Bch, SC	843-446-4686	(F) 2	1
11/18/12	9:49 AM	Myrtle Bch, SC	843-446-4686	(F) 2	1
11/18/12	9:51 AM	Myrtle Bch, SC	843-446-4686	(F) 2	1
11/18/12	10:06 AM	Incoming	843-957-5614		7
11/18/12	10:14 AM	Myrtle Bch, SC	843-685-0681		2
11/18/12	10:19 AM	Myrtle Bch, SC	843-957-5614	(A) 2	1
11/18/12	10:22 AM	Incoming	843-446-4686	(A) 2	5
11/18/12	10:26 AM	Incoming	843-685-0681	(A) 2	1
11/18/12	10:30 AM	Myrtle Bch, SC	843-446-4686	(F) 2	6
11/18/12	10:38 AM	Myrtle Bch, SC	843-446-2302		1
11/18/12	10:38 AM	Myrtle Bch, SC	843-957-5614		1
11/18/12	10:43 AM	Myrtle Bch, SC	843-957-5614		14
11/18/12	10:55 AM	Myrtle Bch, SC	843-446-4686	(F) 2	6
11/18/12	11:05 AM	Myrtle Bch, SC	843-685-0681		2
11/18/12	11:23 AM	Myrtle Bch, SC	843-685-0681		4

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Quick tasks

Get help reading your bill
Sign up for paperless billing
Update your billing address

More billing help

See payment options
Monitor account use
Learn how to control monthly costs

Family Allowances

Sign up for Family AllowancesSM to manage your family's minutes, messages, and downloads.
Add Family AllowancesSM

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM THE SOUTH CAROLINA
WORKERS' COMPENSATION COMMISSION
APPELLATE PANEL

RECEIVED

APR 04 2016

SC Court of Appeals

Appellate Case No. 2015-000486
W.C.C. File No. 1219902

Anthony Ransom, Claimant, ... Respondent,

v.

John Clark, Employer, Builders Firstsource, and Liberty Mutual Insurance Co.,
Carrier, and S.C. Uninsured Employers Fund, Defendant,

of whom Builders Firstsource and Liberty Mutual Insurance Co. are the Appellants.

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.

Respectfully submitted,

April 4, 2016

By:



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