

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM SOUTH CAROLINA WORKERS' COMPENSATION COMMISSION

WCC File No.: 1312352

Appellate Case No. 2016-000258

Tyrone York, as personal representative
for Timothy York (Deceased), Shirley York,
and Yvonne Burns, Plaintiffs,

Of Whom Yvonne Burns is the..... Appellant,

And

Shirley York is a..... Respondent,

v.

Longlands Plantation a.k.a. Knollwood, Inc.,
and Companion Property and Casualty Group,.....Respondents.

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SC Court of Appeals

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**AMENDED
DECISION AND ORDER
OF THE
SOUTH CAROLINA WORKERS' COMPENSATION COMMISSION**

W.C.C. FILE NUMBER 1312352

Timothy York, EMPLOYEE,

versus

**Longlands Plantation a.k.a.
Knollwood, Inc., EMPLOYER**

HEARING:

**Held on June 5, 18, and 19, 2014 in Conway,
South Carolina**

APPEARANCES:

**Deceased Tyrone York, as Personal Representative for
the Estate of Employee Timothy York, represented by
Ann McCrowey Mickle, Esquire, of Mickle & Bass,
LLC., 1519 Richland Street, P.O. Box 5639, Columbia,
SC 29250.**

**Yvonne Burns represented by Mr. W. E. Jenkinson, III,
of Jenkinson, Jarrett, and Kellahan, P.A., P.O. Box 669,
Kingstree, SC 29556.**

**Defendant Employer represented by J. Brandon Hylton,
of McAngus Goudelock & Courie, P.O. Box 7489,
Florence, SC 29502.**

PURPOSE OF HEARING:

To determine the issues as set forth on Forms 52 and 53.

DECISION AND ORDER BY:

The Honorable Melody L. James

FILED:

June 5, 2015

STATEMENT OF THE CASE

Timothy York ("Deceased") died in a work-related accident on August 26, 2013 when his boat capsized on Pouchea Pond at Longlands Plantation while he and a co-worker were spraying algae in the pond, within the course and scope of his employment with Knollwood, Inc. A hearing was scheduled pursuant to Deceased's Form 52. Tyrone York, Deceased's brother and the personal representative of Deceased's estate, sought workers' compensation benefits for Deceased's mother, Shirley York, under § 42-9-140(B). Yvonne Burns sought benefits for herself as Deceased's common law wife under § 42-9-110 or, alternatively, as a dependent under §§ 42-9-120 or 42-9-130. Defendants admitted the accident and subsequent death and conducted a dependency investigation in order to determine the potential beneficiaries. The hearing lasted three days and several witnesses testified on behalf of each party. The purpose of this hearing is to determine the legal beneficiary of the deceased's statutory benefits.

STIPULATIONS

1. The parties stipulated that jurisdiction and venue were proper.
2. The parties stipulated to an average weekly wage of \$ 567.27 with a resulting compensation rate of \$ 378.20.
3. The accident and resultant death of Deceased occurred on August 26, 2013.
4. Deceased's father, Freddie Scott, indicated that he received notice of the hearing and waived any interest he may have in the claim.
5. Deceased's brother, Tyrone York, waived any interest he may have in the claim.
6. Javon Burns also waived any interest he may have in the claim.
7. The parties stipulated that Shirley York would be entitled to reimbursement for statutory burial expenses under the Workers' Compensation Act.

APA SUBMISSIONS

The following documents were submitted into evidence pursuant to the Administrative Procedures Act, without objection, by the respective parties:

<u>Exhibit</u>	<u>Date(s) of Report</u>	<u>Pages</u>
<u>DECEASED TIMOTHY YORK:</u>		
1. South Carolina Department of Natural Resources	08-26-13	1-9
2. Workers' Compensation Incident Report		10-11
3. Williamsburg County Fire Department	08-26-13	12-13
4. Williamsburg County Sheriff's Office	08-26-13	14-15
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8. Henryhand Funeral Homes, LLC Receipt	08-28-13	19-20
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10. Form 20	08-28-13	23-24
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23. Black River Healthcare, Inc. Records	05-04-07	86-87
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25. Javon Burns' W-4 Form	2014	91-92
26. Rent Receipts of Timothy York		93-97
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1. Decree of Divorce Yvonne Mitchum and Leron Mitchum	06-03-87	6
2. Final Decree of Divorce Yvonne Burns and Willie Burns	10-25-93	20
3. Certificate of Title—1999 Oldsmobile	09-29-10	2
4. Bill of Sale—1999 Oldsmobile	10-26-11	1
5. U.S. Individual Tax Returns	2011-2013	15
6. Williamsburg County Tax Notice	2011 and 2013	2
7. R&R Auto Sales	03-26-13	1
8. Home Improvement Contract	05-17-13	8
9. Miscellaneous Receipts	2013-2014	5
10. Allstate Policy	11-02-13	7
11. Statement of Tyrone York	12-17-13	11
12. Tuten Insurance Service Report	01-24-14	12

13. Duke Energy Customer Bills	03-03-14 and 05-02-14	2
14. PCG Public Partnerships Employment Information	03-27-14	3
15. Wilder Brothers Williamsburg House Letter and Contracts	04-17-14	6
16. Town of Lane Utility Payment Receipt	05-05-14	1
17. Allstate Insurance Company Payment Receipt	05-12-14	1
18. Low Country Loans, Inc. Contract		2
19. Copy of Timothy York's Debit Card		1

DEFENDANTS:

1. Divorce Decree of Willie E. Burns and Yvonne Burns	10-25-93	20
2. Divorce Decree of Leron Mitchum and Yvonne Mitchum	07-26-93	6
3. Death Certificate	08-26-13	1
4. Birth Certificate	07-04-74	1
5. Funeral Documents	Undated – 08-26-13	5
6. Dependency Investigation	01-24-14	12

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EVIDENCE OF THE CASE

HEARING TESTIMONY¹

ON BEHALF OF DECEASED:

¹ Due to the extent of testimony given at this hearing, the court reporter divided the hearing transcript into three (3) volumes. In order to avoid confusion, the Claimant has organized each witness' testimony by the transcript volume in which it appears (e.g. "Hearing Transcript Volume I"). All references to the hearing transcript following such a note refer to the volume in which the quoted or summarized text is contained.

Hearing Transcript Volume I

Vivian Moore

Vivian Moore was the first witness to testify at the hearing. Ms. Moore is the Vice President of Operations at the Bank of Greeleyville (herein after referred to as "the Bank") located in Greeleyville, South Carolina. (Hrg. Tr. pg. 21, ll. 2-19). She testified that the Deceased was a long term customer and had multiple accounts with the Bank, including but not limited to a checking account and a variety of loans. Based upon the documents in her possession and referred to at the hearing, Mr. York secured loans. (Hrg. Tr. pg. 23, ll. 8-11). She confirmed that none of the loans were ever secured jointly with anyone using the name of "Yvonne Burns" or "Beaufort". (Hrg. Tr. pg. 23, ll. 24-25). The only joint loan obtained by the Deceased from the Bank of Greeleyville lists John B. Oliver as the co-debtor. (Hrg. Tr. pg. 23, ll. 19-23). Importantly, she also testified that the Deceased's Bank Statements were sent to 737 McMillan Road, Greeleyville, South Carolina and this was the address that was used until the time of his death. (Hrg. Tr. pg. 24, ll. 10-18). This was a residence independent of Ms. Burns. She further confirmed that none of these bank statement were sent to "Broomstraw Road." (Hrg. Tr. Pg. 24, 19-22.) Ms. Moore further confirmed that the bank records indicate that no request to change his address was ever submitted by the loan holder. (Hrg. Tr. Pg. 40, 11-14) No joint application for credit was ever made by him. (Hrg. Tr. pg. 27, ll. 3-6). Ms. Moore testified that she generally expects to see a marital status listed with customers who have a lengthy history with the bank. (Hrg. Tr. pg. 28, ll. 21- 25 pg. 29, ll. 1-8). In the entire history of his relationship with the Bank, the Deceased never indicated that he was married on any of his bank documents. (Hrg. Tr. pg. 29, ll. 4-12).

Ms. Moore indicated that the Deceased had a debit card. (Hrg. Tr. pg. 29, ll. 18-19). He deactivated his debit card on December 12, 2012 and subsequently a new debit card was reissued to him. (Hrg. Tr. pg. 29, ll. 20- pg. 30, ll. 1-11). The Deceased was the only person authorized to use his debit card. (Hrg. Tr. pg. 41, ll. 13-18). Ms. Moore further testified that the Deceased's pay check from Longlands Plantation transferred electronically into his bank account on Fridays. (Hrg. Tr. pg. 32, ll. 21-pg. 33, ll. 1-6).

Robert Mims

Robert Mims is the co-owner and an employee of Edwards & Mims Insurance Agency (herein after referred to as "the Agency"). (Hrg. Tr. pg. 46, ll. 3-9). Mr. Mims testified that the Deceased maintained an active auto insurance policy with the Agency from 2008 to 2012. (Hrg. Tr. pg. 47, ll. 19- 25, pg. 48, ll. 1- 4). During the pendency of the Deceased's relationship with the Agency, the Deceased listed his marital status as single. (Hrg. Tr. pg. 48, ll. 17-23). The Deceased's documents from the Agency were originally sent to 737 McMillian Road until the Deceased completed a change of request form to change his address to 556 Broomstraw on April 27, 2011. (Hrg. Tr. pg. 49, ll. 3-24). Despite this change, the Deceased never changed his marital status. (Hrg. Tr. pg. 51, ll. 4-7). Mr. Mims testified that there were financial advantages to being listed as "married" versus single. Specifically, he indicated "There are so many companies in South Carolina, but some of them do give a marital discount." (Hrg. Tr. Pg. 51, ll. 16-25). He further indicated "No, no discount, no change to marriage status, always single with our records." (Hrg. Tr. pg. 52, ll. 1-2).

Mr. Mims further testified that the last contact that he had with Deceased would have been April 27, 2011. (Hrg. Tr. Pg. 53, ll. 20-23.) He was also asked to review a bill of sale which indicated that Yvonne Burns purchased the Oldsmobile previously owned by Deceased on October 26, 2011. This was the same Oldsmobile that the Decedent previously insured with the Mims Agency. Mr. Mims did not know the reason that the title to the car changed over to Ms.

Burns. He did confirm that while the policy was active with him, the 737 McMillan address was used. He was asked by Mr. Jenkinson to confirm Ms. Burns address as 556 Broomstraw, and he did. (Hrg. Tr. Pg. 56, ll. 13-14.)

Tyrone York

Tyrone York testified that he was the Deceased's oldest brother. (Hrg. Tr. pg. 162, l. 7). Mr. York is also an ordained minister. (Hrg. Tr. pg. 166, ll. 15-16) He has pastored a church and also assist with ministerial services upon request at various churches. (Hrg. Tr., pg. 166, l. 17 – pg. 167, l. 11). Additionally, he works several jobs in Columbia, South Carolina which include work as a security officer, another part time position as a Dependent Support Professional at South Carolina Mentor, and works as a Certified State Constable assigned to Benedict College as a staff sergeant. (Hrg. Tr. pg. 164, ll. 16-21). Mr. York's permanent address is 629 McMillian Road, Greeleyville, South Carolina. (Hrg. Tr. pg. 167, ll. 12-18). He also rents an apartment in Columbia, South Carolina. (Hrg. Tr. pg. 167, ll. 22-23). Mr. York has been traveling back and forth from Columbia to Greeleyville since 2007-2008. (Hrg. Tr. pg. 168, ll. 5-7). He comes to Greeleyville every weekend. (Hrg. Tr. pg. 168, ll. 2). Mr. York would see the Deceased "just about every weekend" before he died. (Hrg. Tr. pg. 169, ll. 1-3).

Mr. York applied and became the personal representative of the Deceased's estate. (Hrg. Tr. pg. 177, ll. 1-3). After the decedent's accident, Mr. Tyrone York confirmed that he was the only person who applied to be the Personal Representative of Timothy York's estate. (Hrg. Tr. pg. 177, ll. 4-11). Mr. York testified that his mother, Shirley York, paid the Deceased's funeral expenses and that he planned the funeral. (Hrg. Tr. pg. 162, ll. 1-3), (Hrg. Tr. pg. 191, ll. 19-21). Mr. York also officiated as the Pastor and "preached" the funeral. (Hrg. Tr. pg. 191, ll. 22-23). Ms. Burns only contribution was a pack of underwear and t-shirts she bought from the Family Dollar Store. (Hrg. Tr. pg. 192, ll. 2-7). Ms. Burns was listed on the funeral program as a "Special Friend," and not as the Decedent's wife. (Hrg. Tr. pg. 192, ll. 19-24).

Mr. Tyrone York acknowledged that his mother, Shirley York, never received a formal education. (Hrg. Tr. pg. 169, ll. 16-19). Ms. York currently receives social security benefits due to her mental disability. (Hr. Tr. pg. 169, ll. 22-24). Shirley York shared the 629 McMillian Road residence with Mr. York. (Hrg. Tr. pg. 173, ll. 1-8). Through elementary school and high school, Mr. York testified that his family lived at 737 McMillian Road which was a duplex. (Hrg. Tr. pg. 171, ll. 17-19). The Shirley York family lived on one side of the duplex, and Azalee and her family lived on the other side. (Hrg. Tr. pg. 171, ll. 8-20). Azalee was the sister of Shirley York. (Hrg. Tr., pg. 171, l. 13). Mr. York testified that when he moved out at age 21, the Deceased was still living at 737 McMillian. (Hrg. Tr. pg. 190, ll. 1-8). When Deceased's residence deteriorated and became uninhabitable, he moved into the other half with Azalee. (Hrg. Tr. pg. 190, ll. 5-11). Azalee moved out of her residence in 2012 and into another residence. (Hrg. Tr. pg. 204, ll. 2-6).

The Deceased lived at 737 McMillan Road until the end of 2011. (Hrg. Tr. pg. 173, ll. 19-21). The rent receipts corroborate that the Decedent lived at 737 McMillian Road during this time period. (Hrg. Tr. pg. 179-180). The Deceased lived a portion of his time with Ms. Burns in the latter part of 2011. (Hrg. Tr. pg. 182, ll. 10-14). He would spend "maybe twice a week" with Ms. Burns on Broomstraw Road. (Hrg. Tr. pg. 182, ll. 15-17). Mr. York testified that the Deceased lived elsewhere more than he was with Ms. Burns. (Hrg. Tr. pg. 183, ll. 1). The Deceased would stay with Ms. Burns at her residence on Broomstraw Road "whenever he had money. When he didn't have money, he would have been back home." (Hrg. Tr. pg. 182, ll. 3-5). "He would stay with my mother for a week or so. Then on Fridays whenever he get paid, [Ms. Burns] would ride the road, ride the road, and convey him to come back home." (Hrg. Tr. pg. 184, ll. 1-4). The Deceased would go to Azalee, Sam Mouzon, Eugene Bright, Frederick Childers, and Sam York's home to stay when Yvonne Burns would put him out. (Hrg. Tr. pg. 185, ll. 1-7).

Mr. York testified that both the decedent and Ms. Burns had a drinking problem, which was the primary source of their difficulties (Hrg. Tr. pg. 185, ll. 13- pg. 186, ll. 1). The Deceased never referred to Ms. Burns as his wife. (Hrg. Tr. pg. 186, ll. 18-25). He never indicated to Mr. York that he was engaged, that he was going to marry Ms. Burns or that he was married to Ms. Burns. (Hrg. Tr. pg. 187, ll. 9-23). In regards to securing his mail, specifically his bank account statements, the Deceased's mail went to 737 McMillian Road where Azalee would pick up his mail. (Hrg. Tr. pg. 188, ll. 11-17). Mr. Tyrone York testified that the Deceased did not trust his mail going to Ms. Burns' house. (Hrg. Tr. pg. 188, ll. 15). The Deceased also had his income tax returns sent to 737 McMillian. (Hrg. Tr. pg. 199, ll. 23- pg. 200, ll. 1-5). The arrangement between the Deceased and Azalee never changed. (Hrg. Tr. pg. 188, ll. 22-24). He further confirmed that the Deceased told him "that all Yvonne wanted from him was his money." (Hrg. Tr. pg. 198, ll. 1-2).

The Deceased and Ms. Burns had an ongoing issue concerning money. (Hrg. Tr. pg. 197, ll. 22-24). Mr. York testified that the Deceased cancelled his debit card due to Ms. Burn's unauthorized use. (Hrg. Tr. pg. 197, ll. 9-19). He also testified about another incident where Ms. Burns withdrew all of the Deceased's Christmas fund money to paint her house. (Hrg. Tr. pg. 199, ll. 9-13). He further testified that the Deceased bought furniture from Wilder Brothers Furniture and the furniture went to Ms. Burn's house. (Hrg. Tr. pg. 200, ll. 17-23). The Deceased put down Ms. Burns address because that was where the furniture was to be delivered. (Hrg. Tr. pg. 201, ll. 1-3).

At Longlands Planation, the Deceased's workplace, Ms. Margaret York, the Deceased's aunt, was listed as his emergency contact. (Hrg. Tr. pg. 196, ll. 5-17, pg. 240, ll. 3-21). Before the deceased's death, he did not have a license because of three (3) driving under the influence convictions. (Hrg. Tr. pg. 190, ll. 22-24). The Deceased put the title of his car in Ms. Burns' name so that she would be able to take him back and forth to work. (Hrg. Tr. pg. 191, ll. 8-12).

On the Deceased's state identification card he listed his residence at 737 McMillian. (Hrg. Tr. pg. 201, ll. 4-9).

Mr. York describes the Deceased's relationship with Sam Mouzon as "very, very close." (Hrg. Tr. pg. 202, ll. 22). Sam Mouzon was a father figure to the Deceased since the Deceased's biological father was absent in his life. (Hrg. Tr. pg. 203, ll. 3-9). Mr. York also describes the Deceased's relationship with Fred Childers as a "very close friend." (Hrg. Tr. pg. 203, ll. 13-18). The Deceased and Mr. Childers grew up together and knew each other all their lives. (Hrg. Tr. pg. 203, ll. 13-20).

Sam W. Mouzon, Jr.

Mr. Mouzon lives in Greeleyville, SC, and has lived there for thirty-six years. (Hrg. Tr., pg. 245, ll. 13-15). The relationship between Mr. Mouzon and Deceased was akin to father and son. (Hrg. Tr., pg. 245, ll. 16-25). Over the past five to ten years, the two would see each other on a weekly basis. (Hrg. Tr., pg. 248, ll. 11-22). Mr. Mouzon stated that Deceased discussed his relationship with Burns with him, and he never referred to Burns as anything other than his girlfriend. (Hrg. Tr., pg. 249, ll. 5-24). Mr. Mouzon would often have to pick up Deceased from Burns' house because the two would often argue. (Hrg. Tr., pg. 250, ll. 5-20). Burns would often put Deceased out of the house, and he would have to stay with Mr. Mouzon, and this happened about ten times in 2013. (Hrg. Tr., pg. 251, ll. 9-25 – pg. 252, ll. 10-24). After staying with Mr. Mouzon for about 5-7 days, Burns would usually pick him up to take him back to her house around the time he got paid. (Hrg. Tr., pg. 253, ll. 4-25). A similar pattern of behavior occurred in 2012 over the course of the entire year. (Hrg. Tr., pg. 254, ll. 1-25). Mr. Mouzon said Deceased would often complain about Burns taking his debit card, thus not allowing him to get money after she put him out. (Hrg. Tr., pg. 255, ll. 17-25). It was confirmed that Deceased used his aunt Azalee's address in Greeleyville as his mailing address, particularly for any business transactions such as a check. (Hrg. Tr., pg. 257, ll. 4-25). Mr. Mouzon testified that he

knew of two other people who would take Deceased in when Burns put him out, named Gene and Fred. (Hrg. Tr., pg. 258, ll. 16-25 – pg. 259, ll. 1-6).

On cross examination, Mr. Mouzon claimed that he didn't think Deceased had a drinking problem because he only drank on weekends. (Hrg. Tr. Pg. 264, ll. 8-17). Mr. Mouzon did not know that Deceased had gotten into so much trouble with drinking and driving, nor did he know that the arguments between Deceased and Burns were over his drinking. (Hrg. Tr. Pg. 266, ll. 3-15). Mr. Mouzon had no knowledge of Deceased giving his debit card to Yvonne to withdraw cash to go around and pay their bills each week. (Hrg. Tr., pg. 267, ll. 15-25). He also did not know that Deceased's other friends named Chelsey, Gene who occasionally picked up Deceased on the way to work, would not allow him to stay with them due to his drinking problem. (Hrg. Tr. Pg. 273 ll. 1-10 – Pg. 274, ll. 1-7).

Frederick Childers

Fredrick Childers has lived in Greeleyville, South Carolina all his life (43 years). (Hrg. Tr. pg. 276, ll. 1-9). Mr. Childers knew the Deceased since they were kids. (Hrg. Tr. pg. 276, ll. 15-16). As adults, they spent every weekend, and sometimes during the weekdays, together. (Hrg. Tr. pg. 276, 22-25). The witness testified that the last time he talked to Ms. Burns was yesterday. (Hrg. Tr. pg. 280, ll. 17-19). Ms. Burns called and said, "don't say nothing to enhance yourself or don't say nothing that you don't want to say." (Hrg. Tr. pg. 281, ll. 3-4).

Mr. Childers testified that the Deceased never indicated to him that the Deceased was married or engaged to Ms. Burns. (Hrg. Tr. pg. 277, 12- pg. 278, ll.1-2). He explained that in order for the Deceased to stay at Ms. Burns' house, he had to give her his debit card. (Hrg. Tr. pg. 282, ll. 5-8). He further testified, "[if] the card go to go, [he] got to go." (Hrg. Tr. pg. 282, ll. 8-9). The witness recalled a time when he took the Deceased to the bank to withdraw some money, but was unable to do so because Ms. Burns took all his money and left him \$25. (Hrg.

Tr. pg. 282, ll. 14-20). A lot of the arguments between the Deceased and Ms. Burns were about money. (Hrg. Tr. pg. 282, ll. 21-22).

Prior to the Deceased's death, the Deceased had an apartment at 737 McMillian next door to Azalee. (Hrg. Tr. pg. 283, ll. 9-13). When the Deceased's apartment deteriorated, he continued to get his mail at 737 McMillian from Azalee. (Hr. Tr. pg. 284, ll. 7-9).

Mr. Childers would often have to go over to Ms. Burns' house to get the Clamant when she kicked him out. (Hrg. Tr. pg. 278, ll. 15-22). In 2013, the last year of the Deceased's life, Ms. Burns put the Deceased out "just about every weekend." (Hrg. Tr. pg. 279, ll. 2-5). Mr. Childers would drive the Deceased to his mother or Sam Mouzon's house. (Hrg. Tr. pg. 279, ll. 13-14). The Deceased stayed with him one night. (Hrg. Tr. pg. 279, ll. 18). Mr. Mouzon testified that at least ten times within the last year of the Deceased's life, he had to pick the Deceased up from Ms. Burns' house. (Hrg. Tr. pg. 280, ll. 4-9). He characterized it as "so often." (Hrg. Tr. pg. 280, ll. 9).

On cross-examination, the witness testified that the Deceased loved Ms. Burns, and she loved him, (Hrg. Tr. pg. 286, ll. 20-23), however he never heard the Deceased refer to Ms. Burns as his wife. (Hrg. Tr. pg. 287, ll. 6-8). The witness explained that the Deceased always complained to him about Ms. Burns spending his money. (Hrg. Tr. pg. 287, ll. 13-24). Mr. Mouzon testified that both the Deceased and Ms. Burns would drink a lot. (Hrg. Tr. pg. 289, ll. 12-13). He explained that every weekend Ms. Burns would throw him out. (Hrg. Tr. pg. 293, ll. 5-7).

On redirect, the witness testified that the Deceased stayed at a number of places, including Ms. Burns, Ms. York, Mr. Mouzon, and Ms. Azalee's house due to the Deceased and Ms. Burns' volatile relationship. (Hrg. Tr. pg. 295, ll. 3-20). The Deceased had clothes at Azalee's house and he also ate meals at Azalee and his mother Ms. York's house. (Hrg. Tr. pg. 295, ll. 21- pg. 296, ll. 1).

Azalee York

Azalee York (hereinafter "Azalee") is the sister of Shirley York (hereinafter "Shirley"), and accordingly, she was the Deceased's aunt. (Hrg. Tr. pg. 299, ll. 10-14). Azalee is 59 years old. (Hrg. Tr. pg. 299, 8-9). The Deceased and Azalee had a close relationship. (Hrg. Tr. pg. 299, ll. 15-17). Over the last three years, the Deceased would come see her about three times a week. (Hrg. Tr. pg. 299, ll. 18-25).

Azalee currently lives at 2 Hope Harbor Drive, Greeleyville, South Carolina. (Hrg. Tr. pg. 300, ll. 1-2). She has been living there for about a year and three or four months. (Hrg. Tr. pg. 200, ll. 5-7). The Deceased would come to her apartment to pick up his mail and eat meals. (Hrg. Tr. pg. 300, ll. 13-20). Prior to her moving to her new apartment, Azalee lived at 737 McMillian Road. (Hrg. Tr. pg. 300, ll. 21-25). That apartment was a duplex, with her and her immediate family living on one side, and Deceased living on the other. (Hrg. Tr. Pg. 301, ll. 3-13). Before Deceased resided there on his own, it was his family home where he lived with his mother, Shirley, and his brothers, Tyrone and Quinton. (Hrg. Tr. Pg. 301, ll. 12-20). When Deceased was living at the duplex, Azalee would see him every day. (Hrg. Tr. Pg. 302, ll. 1-6). After moving from that home, the Deceased would come by the witness' house for lunch and to check his mail since he only worked three miles down the street. (Hr. Tr. Pg. 302, ll. 10-21). She stated that Deceased preferred to receive his mail at her house because he did not trust Yvonne with his mail. (Hr. Tr. Pg. 302, ll. 22-25 – Pg. 303, ll. 1-5).

Azalee stated that Deceased lived multiple places, including with Sam Mouzon, Fred Childers, Gene Bright, Yvonne Burns, and his mother. (Hrg. Tr. Pg. 304, ll. 15-24). The reason Deceased had to stay multiple places was because he would have nowhere to go when Burns put him out. (Hr. Tr. Pg. 305, ll. 5-10). This was the normal pattern of their relationship. (Hr. Tr. Pg. 306, ll. 1-7). Deceased told the witness not to let anyone know, particularly Burns, that he

received his mail at her house. (Hr. Tr. Pg. 306, ll. 14-25). She complied with his request and did not tell anyone. (Hr. Tr. Pg. 306, ll. 21-25).

The witness stated that several of the arguments between Deceased and Burns were about money. (Hr. Tr. Pg. 307, ll. 1-5). She recalled one instance where Deceased asked if his bank statement came in the mail as he was looking for the amount of money in his savings for Christmas. (Hr. Tr. Pg. 307, ll. 6-13). When the statement came, he discovered that Burns had taken the money out the bank and painted her house without his permission. (Hr. Tr. Pg. 307, ll. 14-25).

Azalee testified that Deceased's drinking was also a source of arguments between Deceased and Burns. (Hr. Tr. Pg. 308, ll. 14-15). She acknowledged that she knew Deceased received DUI's due to his excessive drinking, and he lost his license. (Hr. Tr. Pg. 309, ll. 1-12). Because Deceased didn't drive, he felt like it made more sense to transfer his car title to Burns as they agreed that Burns would take him back and forth to work. (Hr. Tr. Pg. 309, ll. 8-15). Despite this, Deceased never told Azalee that he was married, engaged, or getting engaged to Burns, nor did he ever refer to her as his wife. (Hr. Tr. Pg. 310, ll. 10-25). The witness knew they had a tumultuous relationship, as she was one of his closest aunts and he told her about the ups and downs of the relationship. (Hr. Tr. Pg. 311, ll. 1-25). Deceased talked about the relationship with Azalee, and she often asked him why they didn't just break up because it wasn't a healthy relationship. (Hr. Tr. Pg. 314, ll. 13-24). She stated that Deceased kept his clothes at her house because he never relinquished his side of the duplex. (Hr. Tr. Pg. 315, ll. 3-9). When that side of the duplex began to deteriorate, he just kept his clothes on her side of the duplex, even living with her at one point in time. (Hr. Tr. Pg. 315, ll. 11-18). She fed him, washed his clothes every weekend, and stated that she sorely misses him. (Hr. Tr. Pg. 316, ll. 1-8).

On cross examination, Azalee unequivocally stated that while she and Deceased were close, she was not a replacement for his mother. (Hr. Tr. Pg. 316, ll. 16-24). She admits that she is unsure in which year the Christmas fund situation happened, but stated that it was in recent years. (Hr. Tr. Pg. 318, ll. 1-14). She does not think Deceased had a drinking problem, but admits he did get into trouble because of his drinking. (Hr. Tr. Pg. 318, ll. 12-25). The witness points out that Burns was a drinker as well, and she had seen her drink before at her cousin's house. (Hr. Tr. Pg. 320, ll. 1-7). She also wanted to make clear that she gave Deceased his mail when he came to house and no one else. (Hr. Tr. Pg. 321, ll. 2-17). She also denies knowing anything about the situation involving Deceased, his mother, and his brother Tyrone where Tyrone told him not to come to the house if he had been drinking. (Hr. Tr. Pg. 321, ll. 18-25). Azalee reiterated that while Deceased did get checks, such as his tax refund check, mailed, she did not know what he did with the money. (Hr. Tr. Pg. 322, ll. 12-22).

On re-direct, the witness stated that she had never been to Burns' house as Burns was not close with the York side of the family. (Hr. Tr. Pg. 323, ll. 13-25). She admits that the Christmas fund situation had to have been the last year that Deceased was alive, and that would have been Christmas 2012. (Hr. Tr. Pg. 324, ll. 16-20).

Kim York Smith

Ms. Smith is a first cousin of Deceased, and they had a very close relationship. (Hr. Tr. Pg. 325, ll. 21-25). Ms. Smith is Azalee York's daughter, so she grew up in the same duplex as Deceased. (Hr. Tr. Pg. 326, ll. 9-17). Ms. Smith is married with two children, and she presently resides in Moncks Corner, Berkeley County. (Hr. Tr. Pg. 326, ll. 20-25- pg. 327, ll. 1). Ms. Smith is a housewife, and she is able to travel to Greeleyville to see her mother three to four times a week, at which times she would often see Deceased. (Hr. Tr. Pg. 327, ll. 14-25). Ms. Smith states that she was very familiar with the mail situation, and that Deceased trusted her mother, Azalee, with his personal information. (Hr. Tr. Pg. 328, ll. 7-20). The witness and

Deceased were very close as cousins, and he often expressed to her that he was tired of Burns putting him out the house, and he felt as if he was being used. (Hr. Tr. Pg. 329, ll. 14-22). During one of their conversations in 2010, Ms. Smith says Deceased told her of two things he would never do with Burns and that was marry her and have children with her. (Hr. Tr. Pg. 331, ll. 2-9). She said he felt like this because nothing was ever good enough for Burns and he was tired of being used. (Hr. Tr. Pg. 331, ll. 16-25). Deceased never called Burns his fiancé, wife, or anything of the kind. (Hr. Tr. Pg. 332, ll. 9-24).

Ms. Smith recalls a particular time in October or 2013 when she ran into Burns in the parking lot of the Dollar General when Burns was, in her opinion, drunk. (Hr. Tr. Pg. 333, ll. 5-19). She came to this conclusion because Burns exhibited slurred speech, imbalance, and Ms. Smith smelled alcohol on Burns' breath. (Hr. Tr. Pg. 333, ll. 5-19). In that conversation, Ms. Smith says Burns told her that she wished she had married Deceased, and she could not stop crying. (Hr. Tr. Pg. 333, ll. 18-21).

On cross-examination, the witness said Deceased would spend more nights with her mother than with Burns up until the year he died. (Hr. Tr. Pg. 335, ll. 6-20). Ms. Smith was aware that Deceased had lost his license because of drinking, but she didn't think he was an alcoholic. (Hr. Tr. Pg. 336, ll. 10-19). She also did not know that Deceased had transferred the title of his car to Burns, or that he signed a home improvement contract with her to remodel Burns' house. (Hr. T. Pg. 336, ll. 20-25, Pg. 337, ll. 1-15). Ms. Smith did not know that Deceased and Burns signed the contract with the last name York. (Hr. Tr. Pg. 338, ll. 4-6). Ms. Smith admits to hearing something about the two of them telling Mr. Wilder that they were getting married. (Hr. Tr. Pg. 338, ll. 22-25- 339, ll. 1-4). Ms. Smith was aware that Burns kept the debit card and cleaned out Deceased's account every Friday (payday) without his consent. (Hr. Tr. Pg. 339, ll. 14-23). Ms. Smith said she did not know what Burns did with the money,

and even if she was paying bills, she took the money without Deceased's consent. (Hr. Tr. Pg. 340, ll. 10-24).

On re-direct, Ms. Smith clarified that her mother stopped Deceased from staying with her because her new apartment had strict rules and regulations against extra people staying overnight. (Hr. Tr. Pg. 341, ll. 7-21).

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Shirley York

Shirley York testified that her date of birth is March 23, 1954 and she is 60 years old. (Hrg. Tr., pg. 5, ll. 4-9). She is unmarried, and is the mother of the Deceased, Timothy York. (Hrg. Tr., pg. 5, ll. 10-18). She has two other sons besides Deceased: Tyrone York and Quinton Lamont York. (Hrg. Tr., pg. 5, l. 19 – pg. 6, l. 22). Deceased's father is Freddie Scott. (Hrg. Tr., pg. 7, ll. 11-15).

Ms. York testified that she did not have any formal education at any point in her life because, as she explained it, she had problems learning to talk as she grew up. (Hrg. Tr., pg. 8, l. 24 – pg. 10, l. 22). She explained that, even after learning to talk at about age 12, she still did not go to school. (Hrg. Tr., pg. 10, l. 20 – pg. 12, l. 11). Ms. York also explained that in addition to the problem with speaking, she also was diagnosed with heart failure, styroid (sic) [and] diabetes." (Hrg. Tr. pg. 11, ll. 12-22). She is on Social Security Disability and maintains that it is due to a heart condition. (Hrg. Tr., pg. 14, l. 17 – pg. 15, l. 11). Ms. York has also never formally worked in her life. (Hrg. Tr., pg. 15, l. 13 – pg. 16, l. 2).

The witness identified an "apartment" or "duplex" at 737 McMillan Road as the place where she raised her children. (Hrg. Tr., pg. 16, ll. 3-25). She explained that she and her family lived on one side of the duplex, while her sister, Azalee, and her children lived on the other side. (Hrg. Tr., pg. 17, ll. 1-21). She lived and raised her children at this address before moving to

Gibson Road, but she now lives at 629 McMillan Road, in Tyrone's trailer. (Hrg. Tr., pg. 17, l. 22 – pg. 18, l. 17). She stated that she lived with Deceased at the 737 McMillan Road address until he was in high school at C.E. Murray. (Hrg. Tr., pg. 19, l. 18 – pg. 20, l. 8). After dropping out of high school in the eleventh grade, Deceased went to work at "Longs Plantation" (sic) and continued living with his mother over approximately the next 10 years. (Hrg. Tr., pg. 21, l. 15 – pg. 23, l. 24). Over time, Ms. York's children moved out and she moved to a house on Gibson Road, where she lived for two years, while Deceased stayed at 737 McMillan Road. (Hrg. Tr., pg. 23, l. 21 – pg. 25, l. 24).

Ms. York does not know exactly when a relationship between Deceased and Yvonne Burns (hereinafter "Burns") began, but stated that they were "off and on" for an indeterminate amount of time. (Hrg. Tr., pg. 29, ll. 5-22). However, she was able to recall Burns "throwing [Deceased] out" of the house "every week," causing Deceased to return to Ms. York's house to stay. (Hrg. Tr., pg. 30, ll. 2-24). The witness testified that Deceased would have to come to her house at least once a week and added that she did not consider the Deceased and Burns to be in a relationship because of the volatile nature of their relationship. (Hrg. Tr., pg. 31, l. 17 – pg. 33, l. 4). In fact, Burns never indicated to Ms. York that she and Ms. York's son were married. (Hrg. Tr., pg. 33, l. 14 – pg. 34, l. 1). Further, the witness stated that Deceased and Burns, together, never went to Ms. York's house together for any reason. (Hrg. Tr., pg. 34, ll. 2-16). She confirmed that she paid for all of Deceased's funeral expenses and that Burns did not pay for or offer to help with any funeral planning, including dressing the body. (Hrg. Tr., pg. 35, l. 11 – pg. 37, l. 5). Deceased's mother stated that she never knew Burns to use the last name York. (Hrg. Tr., pg. 37, ll. 6-8). She again stated that she did not consider Burns to be married to Deceased, adding that Burns was not her daughter-in-law and that they were not close at all. (Hrg. Tr., pg. 38, ll. 9-17).

With regard to the Deceased helping her financially, Ms. York testified that Deceased would monthly give her money for her bills, groceries, the Laundromat, and the pharmacy. (Hrg. Tr., pg. 38, l. 18 – pg. 39, l. 25). She stated that he would regularly give her \$50-60. (Hrg. Tr., pg. 40, ll. 4-9). She added that she was on Social Security and sometimes didn't have enough money to support herself, but Deceased and his brother, Tyrone, would help her out. (Hrg. Tr., pg. 40, ll. 10-25). Regarding Deceased's personal finances and bills, Ms. York stated that she does not know anything about them. (Hrg. Tr., pg. 41, ll. 1-4). Finally, Ms. York testified that Burns never mentioned any engagement or wedding parties, or any plans to marry Deceased at any point whatsoever. (Hrg. Tr., pg. 41, ll. 5-20).

On cross-examination, Ms. York testified that when her children were young, she did not work nor handle her own money, but that she provided for her children by herself. (Hrg. Tr., pg. 42, l. 24 – pg. 44, l. 22). She explained that even though she is on Social Security and Medicare, those programs do not cover all of her doctor bills or pharmacy bills. (Hrg. Tr., pg. 44, l. 23 – pg. 45, l. 8). She added that she pays her own light and water bills. (Hrg. Tr., pg. 45, l. 17 – pg. 46, l. 3).

The witness explained that Towanda Williams' father lived in Ms. York's front yard, and that Ms. Williams lived there, too, before her father died. (Hrg. Tr., pg. 46, l. 17 – pg. 47, l. 22). Ms. York also testified that the Decedent and Ms. Burns did not "live" together. (Hrg. Tr., pg. 48, ll. 20-21). She added that Deceased still lived and kept clothes and furniture at 737 McMillan Road during the time that he would sometimes stay with Burns. (Hrg. Tr., pg. 51, l. 1 – pg. 54, l. 5). Ms. York also stated that Deceased would come stay with her in the years after 2011, and even after Tyrone told Deceased not to stay at Ms. York's house anymore. (Hrg. Tr., pg. 54, l. 6 – pg. 56, l. 2).

Ms. York explained that she used to work for J.P. Gowan, but that she has not worked for him in upwards of three years. (Hrg. Tr., pg. 56, l. 8 – pg. 57, l. 3). She testified that various

people, some known to her and some not, would bring Deceased to her house so that he could take out her trash. (Hrg. Tr., pg. 62, l. 8 – pg. 63, l. 3). The witness reiterated that she had never known Burns to use Deceased's last name as her own, adding that she knows nothing about the Wilder Brothers furniture contracts because she was not present for their creation. (Hrg. Tr., pg. 63, l. 4 – pg. 65, l. 5).

Deceased's mother testified that she was dependent on Deceased before his death. (Hrg. Tr., pg. 65, l. 7 – pg. 68, l. 12). She also knew the address of the house where Deceased would stay with Burns to be 556 Broomstraw Road, although she testified that she had only been there once because Burns did not like her. (Hrg. Tr., pg. 68, l. 13 – pg. 69, l. 1). She added that Tyrone did not approve of the lifestyle Deceased and Burns led when they were together. (Hrg. Tr., pg. 69, ll. 2-10). Ms. York concluded cross-examination by stating that she and Tyrone had not talked about the case, save for one brief conversation discussed in her deposition about the need to continue with this case. (Hrg. Tr., pg. 70, l. 6 – pg. 72, l. 24).

On redirect examination, Ms. York explained that Tyrone, as a preacher, did not approve of Deceased's lifestyle with Burns because they were living together outside of marriage, but that Tyrone and Deceased still loved each other. (Hrg. Tr., pg. 72, l. 23 – pg. 75, l. 8). She also stated that Ms. Williams moved to Highpoint, North Carolina for a period before returning to South Carolina. (Hrg. Tr., pg. 75, l. 14 – pg. 76, l. 1). Williams' father, Lee Mile Chism (sic), did work on Ms. York's house and lived very close to her. (Hrg. Tr., pg. 76, ll. 2-23). She does not recall when he died, but concluded by stating that Williams stayed in South Carolina after her father's death. (Hrg. Tr., pg. 77, ll. 2-11).

This testimony concluded Deceased's case-in-chief.

ON BEHALF OF BURNS:

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Gerald Wilder

Gerald Wilder was the first to testify on behalf of Ms. Burns and his testimony was taken out of order, because of time constraints. Mr. Wilder works at Wilder Brothers Williamsburg House (herein referred to as "Wilder Brothers") in Greeleyville, South Carolina. (Hrg. Tr. pg. 58, ll. 21-22). Wilder Brothers is a furniture store. (Hrg. Tr. pg. 59, ll. 2). Mr. Wilder testified that on May 11, 2012, the Deceased and Ms. Burns visited Wilder Brothers. (Hrg. Tr. pg. 60, ll. 23- pg. 61, ll. 1). The deceased entered into contract 275902 as the obligor/debtor for a TV. (Hrg. Tr. pg. 61, ll. 12-15). The deceased signed the contract and listed his address as 556 Broomstraw Road, Lane, South Carolina. (Hrg. Tr. pg. 61, ll. 15-19). Mr. Wilder delivered the TV to the address given. (Hrg. Tr. pg. 62, ll. 11-14). Mr. Wilder testified that "[he] understood that [the Deceased and Ms. Burns] lived together from them coming in together, and they both looked at the TV together and decided that's what they wanted." (Hrg. Tr. pg. 62, ll. 8-10). After May 18, 2012, the Deceased and Ms. Burns would "come together, and sometimes [Ms. Burns] would come in and bring the payment." (Hrg. Tr. pg. 62, ll. 18-20).

Mr. Wilder further testified that on November 13, 2012, the Deceased and Ms. Burns came into Wilder Brothers to pick and buy furniture. (Hrg. Tr. pg. 63, ll. 4-10). Either the Deceased or Ms. Burns told Mr. Wilder that "they were getting married in a couple weeks." (Hrg. Tr. pg. 63, ll. 20-23, pg. 64, ll. 15-17). Mr. Wilder suggested to Ms. Burns that she sign her name as "Yvonne York," rather than her legal name. (Hrg. Tr. pg. 64, ll. 1-8). Mr. Wilder told Ms. Burns, "[I]f you're getting married in a couple weeks [there is] no need to have to go through all this rigmarole and having it changed." (Hrg. Tr. pg. 64, ll. 3-6). The testimony indicates that this conversation took place November 13, 2012. Between November 13, 2012 and August 26, 2013 (the date of the Deceased's death), there were no further conversations with regard to whether the Deceased and Ms. Burns were actually married or not. (Hrg. Tr. pg. 80, ll. 2-6). Mr. Wilder later found out Deceased died on August 26, 2013. (Hrg. Tr. P. 74, ll. 2-3) He

also found out after the Deceased's death that the Deceased and Ms. Burns never got married.

Mr. Wilder testified about the following conversation with Yvonne Burns:

A: Well, after he passed I found out – she came in – and found out they did not get married. I said, “Well, if you’re not...”--

Q: How did you find that out?

A: She told me.

Q: When?

A: Must have been at this time. And --

Q: After he died?

A: After he died. And I said, “Well, since your name is not really and legally York, let’s go ahead and put a contract in your name so everything will be official.” So we went and put the contract back as Yvonne Burns.

(Hrg. Tr. Pg. 66, ll. 1-13). Consequently, he had Ms. Burns resign the contract as “Yvonne Burns.” (Hrg. Tr. pg. 66, 9-11).

Althonia Rodgers

Althonia “Al” Rodgers was called as a witness by Yvonne Burns. He worked with the Deceased at Longlands Plantation. (Hrg. Tr. pg. 83, ll. 9). Rodgers and the Deceased worked together at Longlands Planation for roughly twenty years. (Hr. Tr. pg. 83, ll. 14-16). Outside of working together, the Deceased and Mr. Rodgers socialized together very often. (Hr. Tr. pg. 83, ll. 17-19). Mr. Rodgers testified that he has known the Deceased for “just about all [the Deceased’s] life.” (Hr. Tr. pg. 83, ll. 1-2) He testified that prior to the Deceased’s death, the Deceased had been living with Ms. Burns at least six or seven years. (Hr. Tr. pg. 84, ll. 6-12).

Mr. Rodgers described the Deceased’s relationship with Ms. Burns as “[l]ike they were married” (Hr. Tr. pg. 87, ll. 7). Mr. Rodgers testified that Yvonne handled the Deceased’s debit

card and money. (Hr. Tr. pg. 90, ll. 1-8). Mr. Rodgers thought Ms. Burns and the Deceased were in a marriage-like relationship because the Deceased gave the title to his car to Ms. Burns. (Hr. Tr. pg. 123, ll. 11-14). He admitted that he did not know what bills Ms. Burns pays. (Hr. Tr. pg. 106, ll. 5-7). Neither did Mr. Rodgers know what bills the Deceased and Ms. Burns had together. (Hr. Tr. pg. 106, ll. 20-23). Mr. Rodgers was aware that the Deceased filed income taxes separately and represented to the United States Government that he was single. (Hrg. Tr. pg. 110, ll. 1-9). He also initially testified that Ms. Burns was an authorized user of the Deceased's debit card. When questioned further, he said he was surprised to learn that she was not.

Mr. Rodgers testified regarding his knowledge of the Decedent's income tax return filings:

Q: You just testified that you were familiar with Timothy Burns (sic) and that he filed an income tax return, correct?

A: Yes, Ma'am.

Q: And I also understood you to testify that you knew that he filed – well, you know that – do you know if he filed as a married person, or do you know if he filed as a single person?

A: He filed as a single person.

(Hrg. Tr. pg. 109, ll. 17-25). When questioned further about the Deceased's representations, he indicated:

Q: No, I'm asking not about you; I'm asking did he represent to the United States government in his income tax returns that he was single?

A: That's right.

(Hrg. Tr. Pg. 110, ll. 6-14).

Mr. Rodgers also testified that the Decedent transferred title to his Oldsmobile vehicle to Ms. Burns because he had been arrested at least three times for driving under the influence. (Hr.

Tr. pg. 123, ll. 16-24). As a result, the Deceased lost his license and ultimately turned the title to Ms. Burns at her address because he could not drive. (Hr. Tr. pg. 124, ll. 1-10).

Mr. Rodgers also confirmed that the Decedent would go over to Azalee's for lunch two to three times a week, and that he often accompanied him. (Hr. Tr. pg. 119, ll. 11-16). The Deceased received his mail at Azalee's residence. (Hr. Tr. pg. 119, ll. 17-18). The Deceased would go over to Azalee's at lunch house, check his mail, and then leave his mail at her residence. (Hr. Tr. pg. 120, ll. 11-14).

Mr. Rodgers testified that the Deceased and Ms. Burns were never married, but were supposed to get married. (Hrg. Tr. pg. 113, ll. 8-11). A wedding date was never set, they were just still living together. (Hrg. Tr. pg. 113, ll. 14-18). His testimony included the following:

Q: And in response to his questions about their relationship it was your impression that they never were married but were supposed to get married?

A: Yes, ma'am.

Q: When were they supposed to get married?

A: Hadn't set a date.

Q: They never set a date to get married?

A: No, Ma'am.

Q: Okay; all right. They were just still living together?

A: Yes, Ma'am.

Q: As far as you – and you saw them every day?

A: Not every day. I saw Blue every day.

Q: That's what I'm asking about. You saw Blue every day?

A: Yes, Ma'am.

Q: Okay. And based upon you seeing Blue every day, it's your testimony here today that they never got married, but they were going to get married sometime in the future?

A: Yes, Ma'am.

Q: Okay. And you don't know when in the future that was?

A: No, Ma'am.

Q: But they never got married because ---

A: They never got married.

Q: And that's because he died?

A: That's right.

Q: Okay. As far as you know, did they ever have an engagement party?

A: No, Ma'am.

Q: As far as you know, did she ever have an engagement ring?

A: No ma'am.

(Hrg. Tr. pg. 113, l. 8 – pg. 114, l. 16).

When the Deceased and Ms. Burns had a dispute, Mr. Rodgers testified that the Deceased would stay over Ms. York's house (Hr. Tr. pg. 98, ll. 1-4). Ms. Burns would put the Deceased out of her house quite frequently. (Hr. Tr. pg. 126, ll. 10-12). Specially, Mr. Rodgers testified that Ms. Burns would put the Deceased out of her house once a month. (Hr. Tr. pg. 143, ll. 14). Mr. Rodgers would go to Ms. Burn's house to pick the Deceased up and take him to other places to spend the night. (Hr. Tr. pg. 128, ll. 23- pg. 129, ll. 1). The Deceased would then stay at Azalee, Ms. York, and Mr. Mouzon's house. (Hr. Tr. pg. 129, ll. 2-9). Mr. Rodgers recalls one situation where Ms. Burns threw all of the Deceased's clothes across her front yard. (Hr. Tr. pg. 129, ll. 14- 19). Mr. Rodgers helped the Deceased pick up his clothes and afterwards took him somewhere else to stay. (Hr. Tr. pg. 129, ll. 20-25). Mr. Rodgers testified that the Deceased and

Ms. Burns had an "up-and-down" relationship. (Hr. Tr. pg. 130, ll. 8-14). Mr. Rogers testified that during their off and on relationship, Ms. Burns would put him out at least once per month. (Hrg Tr., pg. 143, ll. 10-14). Mr. Rodgers further testified that he told the Deceased, "Y'all need to quit and get y'all stuff straight. I'm tired of it." (Hr. Tr. pg. 132, ll. 7-8).

Hearing Transcript Volume II

Pamela Jean Johnson

Pamela Jean Johnson was called as a witness by Ms. Burns. She lives at 149 Heinemann Road, Salters, South Carolina, "Not even a quarter mile" from Burns at 556 Broomstraw Road in Lane. (Hrg. Tr., pg. 79, ll. 1-9). She knows Ms. Burns primarily through her husband, Dennis Johnson, who grew up with Ms. Burns, attended school with Ms. Burns and works on her car when needed. The primary relationship was between her husband, Dennis Johnson, and Ms. Burns. Ms. Johnson testified that she has a "neighbor relationship" with her. (Hrg. Tr., pg. 79, ll. 10-19). She said she also knew of the Deceased because her Dad, Jerry McKenzie, was in the boat with Mr. York, prior to his death. Her Dad was working with the Deceased when the boat capsized. (Hrg. Tr., pg. 81, ll. 1-10). She explained that she and her husband have had Deceased and Burns to their home and that she would occasionally speak to Burns or "blow the horn" when driving past. (Hrg. Tr., pg. 79, l. 20 – pg. 80, l. 6).

Additionally, Ms. Johnson works for Low Country Loans where Deceased had an account. (Hrg. Tr., pg. 80, ll. 13-15). She testified that Burns would be with Deceased when he came to make loan payments. (Hrg. Tr., pg. 81, l. 20 – pg. 82, l. 6). She explained that a loan could be renewed after 91 days and three payments and stated that Burns would sometimes drop off a payment for Deceased if he couldn't get off of work in time to do it himself. (Hrg. Tr., pg. 84, l. 3 – pg. 85, l. 1). The witness stated that she "always thought" Deceased and Burns were married, but could not explain this feeling with any explicit examples, understanding or stated

reasoning. (Hrg. Tr., pg. 85, l. 4 – pg. 86, l. 2). She testified that she had seen Deceased living on Broomstraw Road for seven years, but added, "I don't know if I would have known if he'd been gone for a period of time." (Hrg. Tr., pg. 87, l. 11 – pg. 88, l. 3). Ms. Johnson went on to testify that she "thought" that the Ms. Burns and the Deceased were married.

On cross-examination, claimant's counsel questioned Ms. Burns regarding the basis for her belief that the Deceased was married to Ms. Burns. In terms of their social relationship, Ms. Johnson testified that the Deceased and Burns had never come to her house as a couple for any social events including, birthday parties, dinners, bible studies, barbeques or special occasions. (Hrg. Tr., pg. 89, ll. 23 – 25; pg. 91, ll. 22-25). Her primary interaction with the Deceased was regarding a loan that was secured by the Deceased and Ms. Burns in her capacity as a loan officer with Low Country Loans. She confirmed the contents of a loan document listed in Yvonne Burns' APA submission as page 239. Although she "thought" they were married, she confirmed that the mailing address that she had in her file for his loan was 737 McMillan Road in Greeleyville rather than Burns' address on Broomstraw. (Hrg Tr. Vol 2, p. 94, ll. 13-25. She stated that the loan document asks whether the Decedent had a spouse. The testimony was recorded as follows:

Q: Okay. And now with regard to marital status, I want you to take a look at this.

Right under his name and address it ask about spouse; do you see that?

A: MM-HMM.

Q: Okay. And beside the word spouse, what does it say?

A: It says, "None."

(Hrg. Tr., pg. 95, ll. 5-6). Ms. Johnson was questioned further regarding whether Ms. Burns ever represented to her that she was married to the Decedent.

Q: Okay. Did – has Yvonne ever represented to you that they are a married couple?

A: No, Ma'am.

Q: She has never to this day said to you -- and you're neighbors -- that "Timothy is my husband"?

A: No Ma'am.

(Hrg Tr., pg. 98, ll. 2-7). She also confirmed that the only last name that Yvonne used was "Burns" and that she has never known her to use the name "York." (Hrg. Tr. p. 99, ll. 3-10.) When questioned regarding her familiarity with the personal lives of the Decedent, she admitted that she did not know much about their finances, other than the information taken in the application. She specifically did not know who owned the house where Ms. Burns resided. (Hrg. Tr., pg. 88, l. 20 -- pg. 89, l. 3). Further, the witness testified that she is not familiar with their personal lives. Specifically, she was unaware of Ms. Burns putting Deceased out of her house or with Deceased's history of DUIs. (Hrg. Tr., pg. 96, ll. 8-19). She was also not familiar with the finances of either Deceased or Burns. (Hrg. Tr., pg. 97, l. 11 -- pg. 98, l. 1). Finally,

Ms. Johnson indicated that as a loan officer, it was a part of her job to update the customers mailing address and that the Decedent never indicated that his address changed from 737 McMillan. She also indicated that if the Decedent would have let her know that he was married, she would have updated her form. (Hrg. Tr. p 109, ll. 1-3) As to his mailing address, she testified:

A: We don't ask them. But we -- when we renew our loans, if they tell us it's changed,

we change it. If it hadn't changed, we just -- it just goes -- keeps going over.

Q: Okay. Did anyone change this address?

A: We were not told to change it. He didn't tell us to change it. So unless he tells us to change it, it stays the way it is.

Q: Because that's where the recipient wants their mail addressed; is that correct?

You're assuming that?

A: Yes, Ma'am.

Q: Okay, all right. And so whatever address you have on file is typically the address that they want their mail sent to; is that correct?

A: Yes, Ma'am.

(Hrg. Tr., pg. 111, l. 20 – pg. 112, l. 9).

Towanda Williams

Towanda Denise Williams, also known as "Neicy," was called as a witness on behalf of Yvonne Burns. She lives at 680 McMillan Road in Greeleyville, South Carolina. (Hrg. Tr., pg. 114, l. 23 – pg. 115, l. 11). She is 41 years old, married twice, has two children, and testified that she is related to the York family. (Hrg. Tr., pg. 115, l. 15 – pg. 116, l. 4). Although she was born in Greeleyville, she moved to North Carolina in 1992 and moved back to Greeleyville in 2005 to live with and take care of her ill father until he passed away in 2008. (Hrg. Tr., pg. 116, l. 5 – pg. 117, l. 8). She and her father lived at 621 McMillan Road in Greeleyville (in close proximity to Shirley York, 629 McMillan Road). (Hrg. Tr., pg. 117, l. 13 – pg. 119, l. 7).

Ms. Williams testified that she had been very close with Deceased, her cousin, ever since they were children, as well as after her return to Greeleyville, even speaking at Deceased's funeral. (Hrg. Tr., pg. 119, l. 16 – pg. 120, l. 23). She also testified that she knows Burns, and that they became close upon her return from North Carolina. (Hrg. Tr., pg. 122, ll. 5-18). When the witness returned to Greeleyville in 2005, Deceased was still living at 737 McMillan Road, but he began staying with Burns within the next year. (Hrg. Tr., pg. 123, l. 22 – pg. 124, l. 17). She testified that Deceased and Burns were "together," but she admitted that she never went to "their" house to confirm that they were both living there. (Hrg. Tr., pg. 125, ll. 1-14). She added that there were times between 2005 and 2008 when Burns would kick Deceased out of her house for days at a time, but the witness could not recall with any certainty how often that occurred. (Hrg. Tr., pg. 125, l. 17 – pg. 236, l. 24).

Regarding Deceased's relationship with Burns, Ms. Williams testified that Deceased told her he was "going to marry [Burns]." (Hrg. Tr., pg. 127, ll. 17-20). She described that Deceased's drinking problem improved in the last year of his life. (Hrg. Tr., pg. 128, l. 1 – pg. 129, l. 7). She expressed her feelings that Deceased and Burns lived together "as husband and wife." (Hrg. Tr., pg. 129, l. 8 – pg. 130, l. 4). The witness stated that she had "a little knowledge" regarding financial dealings between Deceased and Burns, but only elucidated by pointing to instances of Burns paying her own bills. (Hrg. Tr., pg. 130, ll. 5-20). When Deceased lost his license for DUI, he would get rides with several different people. (Hrg. Tr., pg. 131, ll. 5-24). Ms. Williams also testified as to one time when she heard Deceased refer to Burns as his wife. (Hrg. Tr., pg. 132, l. 2 – pg. 133, l. 3). She also described multiple times in which Deceased would not stay with Burns, but would be at the houses of Sam York or Sam Mouzon for days at a time. (Hrg. Tr., pg. 133, l. 4 – pg. 134, l. 5). After stating that she "could have" seen what was happening at Shirley York's house, the witness testified that she never saw Deceased stay with his mother, adding that he would still visit and bring her food, however. (Hrg. Tr., pg. 137, l. 9 – pg. 138, l. 19). Deceased kept the apartment at 737 McMillan Road for years after 2005 and kept "clothes and stuff" at the house because he would stay there at times if he and Burns were having problems. (Hrg. Tr., pg. 139, l. 20 – pg. 141, l. 1).

Ms. Williams also testified unequivocally that "several times" in the months before his death—including within the last month of his life—Deceased told the witness that he was "going to marry [Burns]." (Hrg. Tr., pg. 151, l. 14 – pg. 154, l. 3).

Q: [W]ithin six month before he passed away would he have made that statement to you?

A: He said that a month before he passed away.

Q: Okay. So, let me get it straight. A month before he passed away ---.

A: Which was in July.

Q: —He would have -- he would have told you that he was going to marry Yvonne but he has to stop drinking?

A: Yes.

Q: Okay. Is that a direct quote?

A: He said he's going to have to stop drinking; He's going to marry Yvonne.

Q: And that was within a month of his death?

A: Yes.

(Hrg. Tr., pg. 152, ll. 11-25). She later stated that sometimes he would say that he was married and other times he would say that he was getting married. She acknowledged that these were contradictory statements.

Ms. Williams had no knowledge of an engagement ring or an impending wedding between Deceased and Burns, because "they never talked to [her] about it." (Hrg. Tr., pg. 157, l. 1 – pg. 160, l. 6). Specifically, the witness testified, "I know they weren't married." (Hrg. Tr., pg. 160, l. 7 – pg. 161, l. 15). The witness also repeatedly testified that she did not have knowledge of Deceased's personal and familial relationships, finances, prior living arrangements, or even his funeral. (Hrg. Tr., pg. 162, l. 5 – pg. 165, l. 12). Yet, she testified that she lived in close proximity to Ms. Burns home and was aware of 3-4 times that Ms. Burns put him out during the last year of his life. (Hrg. Tr. p. 156 ll. 9-15) Further, she did not even know Burns' last name "until recently." (Hrg. Tr., pg. 165, l. 13 – pg. 166, l. 20).

Allen Cooper

Allen Cooper was called as a witness on behalf of Yvonne Burns. He testified that he lives across the street from Burns and has known Deceased for approximately ten years, and Burns since 1974. (Hrg. Tr., pg. 168, l. 14 – pg. 170, l. 1). Over the last couple of years, Mr. Cooper would talk to Deceased and Burns "in passing," but they never went to each other's houses. (Hrg. Tr., pg. 170, ll. 2-25). He testified to seeing Deceased in Burns' yard and described

that they were "just like married" because they "do things." (Hrg. Tr., pg. 171, l. 3 – pg. 172, l. 7).

On cross, Mr. Cooper confirmed that his relationship was primarily with Burns. (Hrg. Tr., pg. 173, l. 13 – pg. 174, l. 4). He also testified that he did not actually know how long he had known Deceased. (Hrg. Tr., pg. 174, l. 5 – pg. 175, l. 2). He reiterated that he never socialized with Deceased and Burns ever in all the years he has known them as a couple, and admitted that he was not familiar with their relationship, Deceased's drinking, an impending marriage between the couple, their finances, or Burns' home. (Hrg. Tr., pg. 175, l. 3 – pg. 180, l. 1).

On redirect examination, the witness clarified that Deceased and Burns "did things together" and that was the reason he thought they were married. (Hrg. Tr., pg. 180, l. 12 – pg. 181, l. 5). Finally, though, he confirmed that Deceased never told him he was married to Burns in all the time they knew each other.

Q: In talking to him once a week, he never once said he was married to Yvonne?

A: No.

Q: Talking to him once a week, he never once called her his wife?

A: No.

Q: And so, the only reason that you thought that they might have been married is because they'd go places together and they shared a roof?

A: Yes.

(Hrg. Tr., pg. 181, ll. 11-22).

Mary McLaughlin

Mary McLaughlin was called as a witness on behalf of Yvonne Burns. She lives in Salters, South Carolina and is a cousin of Yvonne Burns, with whom she talks every day. (Hrg. Tr., pg. 183, l. 17 – pg. 185, l. 21). She testified that Deceased and Burns lived together for about five or six years. (Hrg. Tr., pg. 186, l. 12 – pg. 188, l. 25). Deceased and Burns were not legally

married, but they were "going to get married" within the next week after Deceased died. (Hrg. Tr., pg. 189, l. 7 – pg. 191, l. 24).

She testified to a contract between "M&H Contractors," the Deceased and Yvonne Burns for work done to Burns' home. (Hrg. Tr., pg. 193, l. 3 – pg. 194, l. 20). According to her, Ms. Burns and the Deceased paid her a sum of money in exchange for the work done to Burns' house. (Hrg. Tr., pg. 196, l. 10 – pg. 198, l. 10). Ms. McLaughlin stated that Deceased referred to Burns as his wife beginning as soon as they "got back together." (Hrg. Tr., pg. 198, l. 11 – pg. 199, l. 4). She specifically stated that she thought they were in a common law marriage. (Hrg. Tr., pg. 200, l. 20 – pg. 201, l. 15). Burns would do everything for the couple—she paid the bills, shopped for groceries, etc. (Hrg. Tr., pg. 202, ll. 1-14). Ms. McLaughlin testified that Deceased spent weekends outside the home because of his drinking about five or six times in the last year before he died. (Hrg. Tr., pg. 202, l. 15 – pg. 204, l. 9).

The witness stated that Deceased gave Burns an "engagement ring" in May 2012. (Hrg. Tr., pg. 206, l. 22 – pg. 207, l. 24). Finally, she stated that Javon Burns was also dependent on Deceased "just because [he lived in the house]" where Deceased stayed. (Hrg. Tr., pg. 207, l. 25 – pg. 208, l. 6).

On cross, Ms. McLaughlin confirmed her previous statement that Deceased and Burns were never married to one another. (Hrg. Tr., pg. 209, l. 8 – pg. 210, l. 18). She stated that two other witnesses—Towanda Williams and Pam Johnson—discussed their testimony with her before she testified. (Hrg. Tr., pg. 210, l. 19 – pg. 211, l. 23). She is familiar with Deceased's drinking and with Burns "asking [Deceased] to leave" due to his drinking. (Hrg. Tr., pg. 212, ll. 2-23). The witness again confirmed that Deceased was never married and that he never married Burns, but that the two were engaged. (Hrg. Tr., pg. 212, l. 24 – pg. 214, l. 3). She also confirmed that Burns used her last name, rather than Deceased's, on the contract with the witness' business. (Hrg. Tr., pg. 214, l. 16 – pg. 215, l. 19). She did not know any specifics—

date, location, plans, etc.—regarding the upcoming wedding between Deceased and Burns. (Hrg. Tr., pg. 215, l. 20 – pg. 216, l. 13). Burns owned her home and Deceased did not own any part of the house. (Hrg. Tr., pg. 216, l. 14 – pg. 217, l. 10). Further, she again confirmed that Burns owned her house and that she has worked for “basically the entire time” the witness has known Burns. (Hrg. Tr., pg. 218, l. 16 – pg. 219, l. 12). Burns used her own last name—not Deceased’s last name—on the home improvement contract, as well as on all of the receipts for payments made pursuant to that contract. (Hrg. Tr., pg. 219, l. 13 – pg. 220, l. 2). Ms. McLaughlin discussed testimony with Pamela Johnson and Towanda Williams. (Hrg. Tr., pg. 220, l. 15 – pg. 221, l. 2).

Hearing Transcript Volume III

Chris Battle

Chris Battle was called as a witness on behalf of Yvonne Burns. He lives in Kingstree, SC, and owns and operates a barber college and convenience store/bar and grill in Lane, SC. (Hrg. Tr. Pg. 5, ll. 2-20). Mr. Battle knew the Deceased for about 15 years. (Hrg. Tr. Pg. 7, ll. 12-15). Mr. Battle also knew Yvonne Burns all his life as they are distant cousins. (Hrg. Tr. Pg. 8, ll. 6-13). Mr. Battle knew of Deceased and Yvonne’s relationship as being a happy one, and from his knowledge they lived together for the past eight years, however he had never actually been to the house to really know that. (Hrg. Tr. Pg. 11, ll. 9-19). He would see the couple about 4-5 times a week because they would purchase items from the store after work. (Hrg. Tr. Pg. 12, ll. 13-20). If the couple didn’t have money to pay for store items, Mr. Battle would start a tab for them that they would usually clear by the end of the week, which is the extent he knew of the couple’s financial agreements. (Hrg. Tr. Pg. 13, ll. 18-25). Mr. Battle contends Deceased and Yvonne held themselves as a married couple because they were happy together and did things together, such as go out and party. (Hrg. Tr. Pg. 17, ll. 7-22). Mr. Battle had never seen Deceased with another

woman in the store, nor had he seen Yvonne with another man in the store (Hrg. Tr. pg. 21, ll. 19-25).

On cross, Mr. Battle stated he knew Yvonne's last name to be Beaufort, but he knew she had another last name that he couldn't remember. (Hrg. Tr. Pg. 23, ll. 10-19). Once the last name "Burns" was mentioned, he recognized that name and said that he has heard her call herself Yvonne Burns, but he only knew her as Yvonne Beaufort and nothing else, especially not York. (Hrg. Tr. Pg. 24, ll. 9-20). Mr. Battle and his wife were not socially interactive with Deceased and Yvonne. (Hrg. Pg. 28, ll. 12-24). Mr. Battle states Deceased referred to Yvonne as his "Old Lady," but does not know exactly how Deceased classified the relationship by calling her "Old Lady." (Hrg. Tr. Pg. 31, ll. 1-25). Neither Deceased nor Burns ever told the witness that they were married, but Deceased was apparently "inquiring about prices" for a reception at Mr. Battle's store "whenever he gets married." (Hrg. Tr., pg. 32, l. 1 – pg. 33, l. 12). Although Deceased never stated it would be a wedding reception, the witness knew that's what Deceased meant because he also said, "Eventually me and [Burns] are gonna (sic) tie this thing up." (Hrg. Tr., pg. 38, l. 24 – pg. 39, l. 18). Mr. Battle agreed, however, that just because two people look happy together, that does not mean they are married. (Hrg. Tr., pg. 35, l. 6 – pg. 36, l. 5). Neither Deceased nor Burns ever mentioned an engagement ring to the witness. (Hrg. Tr., pg. 36, ll. 18-21; pg. 37, ll. 13-18). The witness does not have any knowledge of Deceased's finances or the couple's personal life. (Hrg. Tr., pg. 40, l. 8 – pg. 41, l. 1).

On redirect examination, Mr. Battle stated that he was sure Deceased was referring to a wedding reception in their discussions about a nondescript reception. (Hrg. Tr., pg. 42, l. 5 – pg. 43, l. 5).

Yvonne Burns

Ms. Yvonne Burns testified on her own behalf that she lives at 556 Broomstraw Road in Lane, South Carolina, is 47 years old, and works as a nurse's aide. (Hrg. Tr., pg. 45, ll. 15-24). She stated that she has been married twice, once to Leron Mitchum and once to Willie Burns. (Hrg. Tr., pg. 46, l. 14 – pg. 48, l. 4). In her current employment, she works as a nurse's aide for 50 hours per week, making \$10.47 per hour. (Hrg. Tr., pg. 48, l. 17 – pg. 49, l. 24). The father of her son, Javon, is "J.J. James Brewington," who supported Javon until age 18 and continues to do so now to an extent. (Hrg. Tr., pg. 50, l. 12 – pg. 51, l. 4).

Burns and Deceased first began seeing each other in the late 1990s, living together before they separated and eventually got back together. (Hrg. Tr., pg. 52, l. 18 – pg. 53, l. 18). Sometime after 2005, Deceased lost his driver's license due to DUIs, at which time, Deceased signed his car over to Burns. (Hrg. Tr., pg. 54, l. 13 – pg. 56, l. 16). Burns testified that Deceased's drinking and arguing would lead to him staying elsewhere "four to five time . . . within like a few months" before he lost his license. (Hrg. Tr., pg. 57, l. 22 – pg. 58, l. 13). Deceased previously lived at 737 McMillan Road, and he maintained the apartment, even keeping clothes and furniture there for a period of time, and he also continually received his mail at that address. (Hrg. Tr., pg. 58, l. 14 – pg. 60, l. 15). Several different people took Deceased to and from work after he lost his license. (Hrg. Tr., pg. 60, l. 16 – pg. 61, l. 16).

Burns testified that Deceased and Shirley York, his mother, did not have a good relationship, but added that she did not spend any appreciable time with the York family because she, herself, did not have a good relationship with them. (Hrg. Tr., pg. 63, l. 16 – pg. 65, l. 25). The witness recalled a conversation with Tyrone York when he told her that he had power of attorney. (Hrg. Tr., pg. 68, ll. 9-23). Deceased stayed with Sam York multiple times for periods of up to four nights at a time, but it was most often for weekends. (Hrg. Tr., pg. 68, l. 24 – pg. 70, l. 2). She testified that Deceased would most often stay with Eugene Bright or with "one of

the two Sams," referring to Sam Mouzon or Sam York. (Hrg. Tr., pg. 71, l. 21 – pg. 72, l. 3).

Deceased's drinking improved in the last year or so of his life. (Hrg. Tr., pg. 70, ll. 3-11). Burns stated that she drinks but does not have a drinking problem. (Hrg. Tr., pg. 72, ll. 7-17). Regarding Deceased's Christmas account, Burns testified that she took money to pay for Deceased's ASDAP classes. (Hrg. Tr., pg. 72, l. 18 – pg. 73, l. 5). Burns still has possession of Deceased's debit card, and described how she would take money from his account, and her own, to pay bills before giving him an allowance. (Hrg. Tr., pg. 73, l. 6 – pg. 75, l. 25). She described her bills, including various bills for indeterminate amounts, her individual bills for her personal vehicle and appurtenant insurance and upkeep, her own groceries, clothes, and uniforms. (Hrg. Tr., pg. 76, l. 1 – pg. 80, l. 16). She would also pay for a tab at witness Chris Battle's store, in addition to making payments on Deceased's Low Country Loans and Wilder Brothers accounts. (Hrg. Tr., pg. 81, l. 12 – pg. 82, l. 13). Burns testified about the Wilder Brothers furniture contracts, stating that she was with Deceased when the purchases were made, and that she purposely signed her name on the second contract as "Yvonne York" because she and Deceased "were going to get married" at the time she signed that contract. (Hrg. Tr., pg. 84, l. 7 – pg. 89, l. 42). She also explained that her uncle, Harry Beaufort—and not Mary McLaughlin—was present for the signing of a home improvement contract for work on Burns' house. (Hrg. Tr., pg. 89, l. 15 – pg. 91, l. 23). Deceased regularly made payments on his Low Country Loans account, but Burns would also use his money to make his payments on occasion that he could not make it to town to pay the bill himself. (Hrg. Tr., pg. 91, l. 24 – pg. 92, l. 16).

Prior to Deceased's death, Burns told people she and Deceased "were getting married." (Hrg. Tr., pg. 93, ll. 10-19). She explained that her relationship with Deceased was "more a marriage (sic)" than her actual marriages, but based that only on the fact that Deceased treated her well. (Hrg. Tr., pg. 94, ll. 3-8). Deceased gave Burns an engagement ring on her birthday, May 7, 2012, at which point she agreed to marry him in the future, although she says that she did

not tell many people. (Hrg. Tr., pg. 94, l. 11 – pg. 95, l. 22). She states that she has not dated any men since Deceased died. (Hrg. Tr., pg. 95, l. 23 – pg. 96, l. 9). Burns again confirmed that Deceased would spend a few nights at a time outside of her house, but it seemed to get better in the short while before his death. (Hrg. Tr., pg. 97, ll. 11-25).

On cross examination, the witness testified that she had a child, Crystal Mitchum, by her first husband, whom she divorced in 1987. (Hrg. Tr., pg. 99, l. 18 – pg. 100, l. 20). However, she was also pregnant with her second child, Deon Beaufort, whose father was Tracey Wilson, prior to her first divorce. (Hrg. Tr., pg. 100, l. 22 – pg. 102, l. 20). Mr. Mitchum filed for divorce from Burns for desertion and Mr. Mitchum was ordered to pay \$150 per month in child support for Crystal Mitchum, while Mr. Wilson was ordered to pay child support for Deon Beaufort. (Hrg. Tr., pg. 102, l. 21 – pg. 104, l. 4). Her second husband, Willie Burns, divorced her on the grounds of desertion in 1993. Although they had no children together, her son, Javon, was born while she was still married to Mr. Burns. (Hrg. Tr., pg. 106, l. 8 – pg. 107, l. 9). Ms. Burns testified in her deposition that Javon's father, James Brewington, voluntarily pays \$200 to \$250 per month in child support. It was brought to the Court's attention that the second divorce decree states that the Ms. Burns and Willie Burns are the parents of Javon Burns. The decree also contained provisions ordering Mr. Burns to pay \$150 per month in child support for Javon. (Hrg. Tr., pg. 107, l. 10 – pg. 111, l. 20).

Over the last several years, Burns worked for Good Samaritan, Lane Manufacturing, and PPL, which has been her employer for the most recent two to three years. (Hrg. Tr., pg. 116, l. 11 – pg. 117, l. 2). She stated that she had to pick up more hours after Deceased's death, but a quick calculation and comparison to her 2013 tax returns shows that she was making about the same annual salary both before and after Deceased's death. (Hrg. Tr., pg. 117, l. 3 – pg. 118, l. 24). Her house is in her name and she has owned it without debt since the late 1990s. (Hrg. Tr., pg. 119, l. 12 – pg. 121, l. 11).

Ms. Burns was questioned regarding the filing of her income tax returns. She testified that in 2011, 2012, and 2013 she filed as head of household and also checked a box indicating that no one else could claim her as a dependent. (Hrg. Tr., pg. 124, l. 6 – pg. 127, l. 11). She conceded that she represented to the Federal government that she was the head of her household. Likewise, Deceased filed singularly and stated that he had no dependents on his 2011 and 2012 tax returns. (Hrg. Tr., pg. 127, l. 12 – pg. 128, l. 2). She confirmed that she was not an authorized user of Deceased's debit card through the Bank of Greeleyville. (Hrg. Tr., pg. 129, ll. 2-14). Burns accused Deceased's counsel of paying Deceased's witnesses. (Hrg. Tr., pg. 130, l. 4 – pg. 131, l. 10).

During their relationship, Burns asked Deceased to leave "at least three, four times" in 2013, the year of his death, although she previously testified in her deposition that this only occurred three to four times in their entire relationship, even stating that she would "regularly" put Deceased out "if he's showing off and drinking." (Hrg. Tr., pg. 131, l. 17 – pg. 137, l. 16). Deceased received nearly all of his mail at 737 McMillan Road. (Hrg. Tr., pg. 138, l. 1 – pg. 141, l. 13). Deceased and Burns had no joint banking accounts together. (Hrg. Tr., pg. 141, ll. 14-23). Regarding the Wilder Brothers furniture contracts, the witness concedes that Gerald Wilder suggested that she use Deceased's last name, which led to her having to sign a new contract with the correct name after Deceased's death. (Hrg. Tr., pg. 142, l. 2 – pg. 146, l. 5). Burns has otherwise never used the last name "York" for any reason. (Hrg. Tr., pg. 147, ll. 6-23).

Burns stated that she and Deceased intended to get a marriage license on August 30, 2013 before getting married the following week. (Hrg. Tr., pg. 147, l. 24 – pg. 148, l. 21). However, Burns then changed her testimony, stating that she and Deceased were going to get a marriage license "a week before that," presumably referring to August 30, 2013, while simultaneously misstating the Deceased's date of death as August 23, 2013. (Hrg. Tr., pg. 148, l. 22 – pg. 149, l. 13). Her deposition testimony indicated that they were planning to get a marriage license the

Friday after he drowned, the date of which was August 26, 2013. (Hrg. Tr., pg. 149, l. 17 – pg. 150, l. 25). Burns again confirmed that she “intended” to get married to Deceased, but that they were not actually married. (Hrg. Tr., pg. 151, ll. 1-8). Burns never told her son, Javon—who was living with her at the time—that she and Deceased had any plans to get married. (Hrg. Tr., pg. 151, l. 9 – pg. 153, l. 12). Burns could not provide any details regarding her ring, and the Commissioner described it for the record. (Hrg. Tr., pg. 153, l. 13 – pg. 156, l. 8). Burns indicated that she and Deceased did not have any concrete plans for a wedding, even as Deceased died only a week before the supposed nuptials were to take place. (Hrg. Tr., pg. 156, l. 10 – pg. 157, l. 14).

Burns did not offer to assist with funeral costs for Deceased. (Hrg. Tr., pg. 158, ll. 4-13). Burns was listed as a “special friend” in the funeral program and was not listed as “wife” in the obituary. (Hrg. Tr., pg. 158, l. 14 – pg. 159, l. 23). Burns has an SUV and an Oldsmobile in her name, for which she makes payments. (Hrg. Tr., pg. 159, l. 24 – pg. 160, l. 11). Burns conceded that Deceased never listed himself as anything but “single” because he was not married. (Hrg. Tr., pg. 160, l. 12 – pg. 161, l. 2). Finally, the witness stated that she never applied to be the personal representative of Deceased’s estate. (Hrg. Tr., pg. 161, ll. 8-11).

On redirect, the witness stated that Willie Burns never paid child support for Javon Burns and that since the time of the divorce decree’s signing, she nor Javon have ever seen Mr. Burns. (Hrg. Tr., pg. 162, l. 3 – pg. 163, l. 21). Burns did not check boxes for “single,” or “married” on her income tax returns. (Hrg. Tr., pg. 163, l. 22 – pg. 164, l. 13). No one from the Bank of Greeleyville ever told her not to use Deceased’s debit card. (Hrg. Tr., pg. 164, l. 14 – pg. 165, l. 23). Burns stated that Deceased would sometimes come home after drinking and she would put him out, though she cannot precisely recall how many times that occurred. (Hrg. Tr., pg. 165, l. 24 – pg. 167, l. 11).

On re-cross examination, Burns confirmed that she would take Deceased's money out of his account—because they had no joint accounts—and pay bills with it. (Hrg. Tr., pg. 167, l. 15 – pg. 168, l. 5). The routing number listed on her tax returns is connected to an H&R debit card. (Hrg. Tr., pg. 168, ll. 6-21). Burns did not have a mortgage. (Hrg. Tr., pg. 168, ll. 22-24).

Ms. Burns conceded that during the course of their relationship, she never used the last name "York" to identify herself, except on the furniture contract and at the request of Mr. Wilder.

Javon Burns

I find that Javon Terrell Burns testified on behalf of his mother, Yvonne Burns. He testified that he lives with his mother at 556 Broomstraw Road, Lane, South Carolina. (Hrg. Tr., pg. 170, l. 13 – pg. 171, l. 8). He works at a Brick Mason Company in Charleston and before that he worked at Jimmie's Tree Service. (Hrg. Tr., pg. 171, ll. 9-24). He indicated that his father is James Brewington and that he has never seen Willie Burns in his life. (Hrg. Tr., pg. 171, l. 24 – pg. 172, l. 15). Javon had a relatively close relationship with his father, who supported him financially until Javon was 18 years old. (Hrg. Tr., pg. 172, l. 16 – pg. 173, l. 11). After that time, Javon moved to Charlotte and lived with his father's side of the family, attended Central Piedmont Community College in Charlotte; Javon also attended C. E. Murray High School in Greeleyville. (Hrg. Tr., pg. 173, ll. 12-25) and transferred to Central Piedmont to avoid trouble and spent over two years in Charlotte living with his sister. (Hrg. Tr., pg. 174, l. 1 – pg. 175, l. 12). Since his return, he has stayed either with his mother or with his girlfriend. (Hrg. Tr., pg. 175, l. 13 – pg. 176, l. 5). His work history includes stints at Chuck E. Cheese's in Charlotte, Clarendon Clean Cars and Boats, Dollar Tree, and Jimmie's Tree Service. (Hrg. Tr., pg. 176, l. 6 – pg. 177, l. 5).

The witness knew the Deceased as "Blue," and testified that Blue lived with his mother since he was in 7th or 8th grade, save for the times Burns would kick Deceased out of the house. (Hrg. Tr., pg. 177, l. 8 – pg. 179, l. 11). He testified that he called Deceased, "Dad" when he was younger and that he and Deceased got along well, spending a lot of time together. (Hrg. Tr., pg. 179, l. 12 – pg. 180, l. 24). He testified that Deceased and Burns "did things together" and occasionally ate dinner together "like how normal married people would." (Hrg. Tr., pg. 182, ll. 12-23). The witness stated that he could tell Deceased and Burns were in love because, "[Y]ou spend enough time with one another, and you're living and y'all taking a day one by one to make all ends meet, like you said, it makes everything a whole lot easier." (Hrg. Tr., pg. 183, ll. 3-9). After losing his license, Deceased got around thanks to help from several different people. (Hrg. Tr., pg. 183, l. 10 – pg. 184, l. 2). Javon sometimes took Deceased to work, Chris Battle's store, or the bank. (Hrg. Tr., pg. 184, l. 15 – pg. 185, l. 1).

Javon stated that all he knew about the household finances is that his Mom typically handled all the money. (Hrg. Tr., pg. 185, l. 10 – pg. 186, l. 7). He knows Tyrone and Shirley York, but they are not close, and the only time Javon has been to their house is when dropping off Deceased there, he testified. (Hrg. Tr., pg. 186, l. 10 – pg. 187, l. 6). He testified about going to the house of "Uncle Ronnie" or "Uncle Rooney," but it is unclear who exactly he is as there is no other mention of him. (Hrg. Tr., pg. 187, ll. 7-25). Deceased and Burns never had a marriage license, as far as the witness knows, but he knew they had plans to be married, based solely on the witness spotting a ring on Burns' finger, and absent any conversation on the topic with Burns or Deceased. (Hrg. Tr., pg. 189, l. 1 – pg. 190, l. 3). However, Javon next testified that he knew the marriage "was already done" because his mother "had the ring" and "they already had told us (sic) what was going – well, what was their plans, (sic) or whatever." He does not recall when Burns got the ring, never saw a marriage license, and was never involved in any discussion regarding Deceased and Burns getting married. (Hrg. Tr., pg. 192, l. 23 – pg. 194, l. 1).

On cross examination, Javon reiterated that Deceased and Burns never "put an exact date" on getting married, and confirmed that any conversations regarding marriage related to Deceased and Burns "getting married, not being married." (Hrg. Tr., pg. 194, ll. 5-22). He confirmed his deposition testimony that Burns never told him about an engagement ring or any actual plans to be married. (Hrg. Tr., pg. 195, l. 11 – pg. 197, l. 11). The witness stated that he does not have any knowledge of the divorce decree between his mother and Willie Burns, but confirmed that James Brewington, his father, had supported the witness for his entire life. (Hrg. Tr., pg. 197, l. 15 – pg. 199, l. 1). Javon also regularly visited and spent time with his father. (Hrg. Tr., pg. 199, l. 2 – pg. 200, l. 1). The witness stated that he was not dependent on Deceased for support—despite Burns' deposition testimony—and confirmed his work history over the last few years, although he never filed an income tax return. (Hrg. Tr., pg. 200, ll. 2-24). Javon again testified that Burns never told him she was marrying Deceased. (Hrg. Tr., pg. 201, ll. 3-18). Finally, he testified that he and his siblings did not have any problem with Deceased and Burns' relationship. (Hrg. Tr., pg. 201, l. 19 – pg. 202, l. 21).

Javon Burns' testimony concluded Burns' case as well as the entire hearing.

I find that the following exhibits were referenced during the hearing and included in the parties APAs:

1. South Carolina Department of Natural Resources

The Department of Natural Resources (DNR) investigated the work-related accident and produced an accident report and witness statements thereto related. The DNR Boating Accident Report states that on August 26, 2013, Timothy York (hereinafter "Deceased") died by drowning in a pond at Longlands Plantation when a boat driven by Jerry McKenzie capsized.

Mr. McKenzie, Randall McConnell, and Chesley Timmons were all listed as witnesses to the accident. Notably, the report indicates that Deceased lived at 737 McMillan Road in Greeleyville, South Carolina, rather than the address of Yvonne Burns. The report also indicates that officers informed Deceased's mother, Shirley York (hereinafter "Mother"), and brother, Tyrone York (hereinafter "Brother"), of the accident, though there is no indication that anyone attempted to contact Yvonne Burns (hereinafter "Burns"). The report also included witness statements from Chesley Timmons, Jerry McKenzie, and Randall McConnell.

2. Workers' Compensation Incident Report

A supervisor at Knollwood, Inc. (hereinafter "Employer") completed an incident report following the work accident on August 26, 2013. The report states that Deceased was a farm laborer for Employer and that he made an average annual wage of \$26,230.06. In the report, the accident was described as occurring when Deceased and Jerry McKenzie were spraying algae on a pond at Longlands Plantation.

Deceased's counsel pointed out that the report lists Deceased's address as 737 McMillan Road, rather than that of Burns. Deceased argues that this is evidence that Deceased and Burns were not common law spouses because they did not live together. Further, the incident report lists Deceased's marital status as "single" and notes that he has no dependents. Deceased's counsel notes that Deceased's status as single and without dependents is also evidence that he and Burns were not in a common law marriage because they did not hold themselves out as such and, further, that Burns was not a dependent of Deceased.

3. Williamsburg County Fire Department

The Williamsburg County Fire Department produced a report of the work accident that occurred on August 26, 2013 in which Deceased died. The report states that the Fire Department conducted "dive operations to recover [the] drowning victim," identified as Deceased.

4. Williamsburg County Sherriff's Office

The Williamsburg County Sherriff's Office also created an incident report of the accident. The Sherriff's Office report also details Deceased's drowning, as well as the officers' response to the accident. The report notes that Henryhand Funeral Home came to the scene to retrieve Deceased's body after it was removed from the pond. Deceased's address is again listed on the paperwork as 737 McMillan Road, Greeleyville, South Carolina.

5. Department of Pathology and Lab Medicine Report

Dr. Ellen C. Riemer, M.D. J.D., of the Department of Pathology and Lab Medicine at the Medical University of South Carolina conducted an autopsy on August 27, 2013. Dr. Riemer's report indicates that the cause of death was drowning and determines the manner of death to be an accident.

6. Death Certificate

The death certificate of Deceased notes that Deceased's death was by drowning that occurred at work. Deceased's counsel also pointed out that Deceased's address was again listed as being on McMillan Road in Greeleyville, South Carolina. Even more noteworthy is the fact that Deceased's marital status is "never married" and, accordingly, there is no name listed under "Surviving Spouse's Name."

7. Final Touch Florist Receipt

A receipt from Final Touch Florist in Kingstree, South Carolina shows that the "York Family" purchased flowers and cards for Deceased's funeral in the amount of \$456.89.

8. Henryhand Funeral Homes, LLC Receipt

The receipt and "Statement of Funeral Goods and Services Selected." shows \$4,897.60 was paid to the funeral home for the expenses. The parties stipulated that Ms. York would be reimbursed statutory expenses.

9. Funeral Program

The funeral program created by Deceased's family lists family and friends left behind by Deceased's death. Notably, Deceased argues, "E'Vone Beaufort" (sic) is listed as a "special friend" rather than as "wife" or "spouse."

10. Form 20

Prepared by J. Brandon Hylton, attorney for Defendants, the Form 20 lists Deceased's compensation rate as \$378.20 based on an average weekly wage of \$567.27. The form also notes Deceased's address as 737 McMillian (sic) Road, Greeleyville, South Carolina 29056.

11. Yvonne Burns' 2013 Income Tax Returns

A copy of Burns' 2013 Federal Form 1040A shows that Burns filed as "Head of Household" in the year of Deceased's death. Further, at line 6a, Burns checked the box for an exemption next to the statement, "Yourself. If someone can claim you as a dependent, do not check box 6a." (Emphasis in original.) Notably, Burns also failed to check one of the boxes at lines 2 and 3 indicating that she was presently married and either filing jointly or separately, respectively.

On her 2013 South Carolina Department of Revenue Form SC1040, Burns again indicated that she was filing as "Head-of-household" and left blank a box for "Spouse's social security number." On each form, Burns also lists a Lane, South Carolina address as her address, rather than the Greeleyville, South Carolina address previously noted as Deceased's.

12. Yvonne Burns' 2012 Income Tax Returns

A copy of Burns' 2012 Federal Form 1040A shows that Burns filed as "Head of Household" in the year before Deceased's death. Further, at line 6a, Burns again checked the box for an exemption next to the statement, "Yourself. If someone can claim you as a dependent, do not check box 6a." (Emphasis in original.) Notably, Burns also failed to check one of the boxes at lines 2 and 3 indicating that she was presently married and either filing jointly or separately, respectively.

On her 2012 South Carolina Department of Revenue Form SC1040, Burns again indicated that she was filing as "Head-of-household" and left blank a box for "Spouse's social security number." On each form, Burns also lists a Lane, South Carolina address as her address, rather than the Greeleyville, South Carolina address previously noted as Deceased's.

Deceased argues the above information asserts that Burns did not consider herself a dependent of Deceased and thusly represented herself to both the federal and State government. The consequence of this assertion, it is argued, is that Burns may not now be deemed a dependent of Deceased for the purposes of this claim. Further, Burns' failure to indicate that she was married at the time of her filing is again proof that she was not holding herself out as being married to Deceased and therefore was not in a common law marriage with him.

13. Yvonne Burns' 2011 Income Tax Returns

On her 2011 South Carolina Department of Revenue Form SC1040, Burns again indicated that she was filing as "Head-of-household" and left blank a box for "Spouse's social security number."

A copy of Burns' 2011 Federal Form 1040A shows that Burns filed as "Head of Household" in the year of Deceased's death. Further, at line 6a, Burns checked the box for an exemption next to the statement, "Yourself. If someone can claim you as a dependent, do not check box 6a." (Emphasis in original.) Notably, Burns also failed to check one of the boxes at lines 2 and 3 indicating that she was presently married and either filing jointly or separately, respectively. On each form, Burns lists her address as 556 Broomstraw Road, Lane, South Carolina 29564, rather than the 737 McMillan Road, Greeleyville, South Carolina address previously noted as Deceased's.

14. Timothy York's 2011, 2012 Income Tax Return

A copy of Deceased's 2012 Federal Form 1040A states Deceased's address as 737 McMillan Road, Greeleyville, South Carolina 29056—an address different from that of Burns. Deceased listed his filing status as "Single" and noted in line 6c that he has no dependents by leaving that section completely blank.

Deceased's attorney argues the above information asserts that Deceased did not consider himself married to Ms. Burns and, further, that he did not consider her a dependent. Deceased represented as much to the federal government. The consequence of these assertions, it is argued, is that Burns may not now be deemed a dependent of Deceased for the purposes of this claim and that Deceased's failure to indicate that he was married at the time of his filing is proof that he was not holding himself out as being married to Burns and therefore was not in a common law marriage with her.

15. Longlands Plantation Emergency Contact Information

On his emergency contact information sheet, Deceased gave a Greeleyville address as his residence and listed Margaret York as his emergency contact.

Deceased argues that, although this form was created in 1993, Deceased never attempted to change either the address or emergency contact to Burns' address or information. This, it is argued, showed that Deceased did not intend to hold himself out as married to Burns.

16. Bank of Greeleyville Records

The Bank of Greeleyville produced myriad documents related to Deceased's accounts and loans at the bank. The records include statements, deposit slips, withdrawals, loan applications, and credit applications.

Throughout the records, Deceased's address is consistently listed as 737 McMillan Road, Greeleyville, South Carolina 29056 as his home address. He did not list Yvonne Burns, 556 Broomstraw Road, Lane, South Carolina (hereinafter "Broomstraw Road") residence. On a "Loan Credit History Inquiry" sheet, Deceased is listed as having applied for 23 loans with the bank since 1996. A note at the bottom states, "All [loans] were done solely in [Deceased's] name except for Loan #11398674, which was in the names Timothy York and John B. Oliver." On the several credit applications filled out by Deceased, his counsel notes that none of the applications include any mention of Burns, specifically in "Section B – Joint Applicant or Other Party Information." Further, Deceased stated that he had zero dependents in each of the eight applications.

17. Dependency Investigation

Pursuant to the Workers' Compensation Act, Defendant Carrier ordered a dependency investigation. Beth Wood, of Tuten Insurance Services, conducted the investigation and filed her report on January 24, 2014. Ms. Wood conducted interviews with multiple people, including Brother and Mother.

Brother, Tyrone York, stated that Deceased was "never married" and "never had any children." Brother indicated that, at the time of his death, Deceased was "back and forth with" Burns and Mother, indicating that Deceased stayed with Burns sometimes and with Mother sometimes because Burns would throw Deceased out of the house. "He said that Yvonne's last name was Burns and she was [Deceased's] girlfriend." Brother added "that to his knowledge there were no plans [for Deceased and Burns] to be married," and that "[C]laimant referred to [Burns] as his girlfriend when she was introduced to others." Ms. Wood's report added that "Yvonne and Timothy did not own any property jointly," according to Brother.

In Mother's recorded statement, she also stated that Deceased was never married and did not have any children. At the time of his accident, Deceased was living with Burns, with whom he had lived "for about five years 'off and on.'" She added that Burns would regularly—sometimes "every other week"—throw Deceased out of her house, and that he would stay with Mother for a week before returning to Burns for a short time. The report notes that Mother "stated that [Deceased] would always introduce [Burns] as his girlfriend."

Following the dependency investigation, Ms. Wood concluded that the Deceased "was never married and never had any children at any point of his life." Although Deceased was staying at Burns' house at the time of his accident, he would sometimes "return to the home of his mother." Finally, the report states that Burns and Deceased did not own and property jointly nor have any joint accounts.

18. Edwards & Mims Insurance Agency Records

Included in the records were the original application, declarations page, and billing history for a personal auto insurance policies under Deceased's name.

19. Certificate of Title

The certificate of title on a 1996 Lincoln Town car, issued by the State of South Carolina on January 19, 2009, lists only the Deceased as "Full Owner" and states his address as McMillan Road.

20. Wilder Brothers Williamsburg House, Inc. Records

Records from Wilder Brothers Williamsburg House furniture store (hereinafter "Wilder Brothers") include a letter from Gerald C. Wilder, President, and three contracts involving the purchase of furniture from Wilder Brothers by Deceased or Burns.

21. Affidavit of Gerald Wilder

Gerald Wilder, President of Wilder Brothers, signed an affidavit dated April 25, 2014, for the purposes of this claim. The affidavit clarifies the letter and contracts contained in Deceased's APA submissions, stating, "[O]n the second contract, [Burns] signed her name as Yvonne York because she indicated that they were getting married. She did not indicate that they were married BUT that they were getting married." (Emphasis in original.) The affiant further explains that Burns "signed her name as "Burns" [on the third contract] because [she and the Deceased] never got married."

22. Black River Healthcare, Inc. Records

Medical notes of Burns from Black River Healthcare dated May 4, 2007 and September 21, 2011. On the 2007 note, Burns lists her marital status as divorced, rather than married. Deceased's counsel points out that this period is during the time period in which Burns had testified that she was married to Deceased.

23. Jimmie's Tree Service Payroll Records

Counsel for Burns and former dependent Javon Burns, Burns' son, produced wage records from Javon Burns' job at Jimmie's Tree Service. The Quarterly Earnings Report covers the time period from January 1, 2014 to April 24, 2014.

24. Javon Burns' W-4 Form

Counsel for Burns also produced a 2014 Form W-4 for Javon Burns dated April 28, 2014.

25. Rent Receipts of Timothy York

Deceased's counsel produced receipts for rental payments made by Deceased for the McMillan Road address. The receipts, dated May 11, 2007, May 30, 2009, April 3, 2010, and July 3, 2010 serve as evidence that Deceased was maintaining the McMillan Road residence for a significant period of time during which he was said to have been living with Burns.

26. Affidavit of Freddie Scott

Freddie Scott signed an affidavit for the purposes of this claim on May 22, 2014. Scott states that he is Deceased's father and that he understands that he may be entitled to benefits under the Workers' Compensation Act. Finally, Scott affirmatively waives his rights "to any and all such benefits to which [he] may be entitled." Further, he states that he is turning over to Mother any rights to benefits he may have under the Workers' Compensation Act.

**27. [Deceased] York's Supplemental Authority Submission- Case law, statutory law,
and Yvonne Burns tax Returns**

After the hearing, the undersigned Commissioner invited the parties to submit case law in support of their respective positions. Counsel for the Claimant, submissions included case law, statutory authority, and the 2011, 2012, and 2013 Individual Tax Returns of Burns, *supra*. No submissions were offered at that time by defense counsel.

**BASED UPON A COMPLETE REVIEW OF THE EVIDENTIARY RECORD, I
HEREBY MAKE THE FOLLOWING FINDINGS OF FACT AND CONCLUSIONS
OF LAW:**

BIOGRAPHICAL FINDINGS OF FACT:

1. I find that the deceased, Timothy York, was born on July 4, 1974 and died as a result of a work related accident that occurred on August 26, 2013.
2. I find that prior to decedent's death, there is no official record of a civil marriage recorded at the courthouse.
3. I find that the decedent has no biological children.
4. I find that Shirley York was born on March 23, 1954 and is the mother of the Deceased.
5. I find that Tyrone York is the brother and personal representative of the decedent's estate.
6. I find that Yvonne Burns was 47 years old at the time of the hearing. She was married in 1986 to Leron Mitchum and has one child from the marriage. Yvonne Burns and Leron Mitchum later divorced. Mr. Mitchum initiated the proceedings and obtained a divorce from Yvonne Burns on June 3, 1987 on the grounds of desertion. Prior to the dissolution of the marriage, Yvonne Burns had her second child to whom Mitchum is not the father. Yvonne Burns married again in 1989 to Willie Burns. Mr. Burns subsequently filed

divorce proceedings on the grounds of desertion on October 25, 1993. Ms. Burns testified that they did not have any children together. Prior to the dissolution of the second marriage, Yvonne Burns had her third child, Javon Burns.

7. I find that Javon Burns was born on August 5, 1992. Ms. Burns further testified that Mr. Brewington supported Javon all of his life and paid approximately \$200-\$250 in child support. (Hrg. Tr., pg. 107, l. 10 – pg. 111, l. 20). Of note, however, the divorce decree between Ms. Burns and Willie Burns states that he is the father and he was ordered to pay \$150 per month in child support for Javon. (Hrg. Tr., pg. 107, l. 10 – pg. 111, l. 20). Yvonne Burns testified that the divorce decree has never been modified. (Hrg. Tr. pg. 115, ll. 4-7).
8. I find that Javon Burns was living with his mother at 556 Broomstraw Road, Lane, South Carolina at the time of the decedent's death.
9. I find that the decedent's father, Freddie Scott, waived any interest he may have in this claim. (Hrg. Tr. pg. 5, ll. 14-25).
10. I find that Tyrone York and Javon Burns testified that they waived any interest in asserting a claim, in this matter.

FINDINGS REGARDING THE EXISTENCE OF
A COMMON LAW MARRIAGE

11. I find that the preponderance of the evidence from the lay witness testimony indicates that: a) Ms. Burns and the Deceased lived together off and on in a tumultuous relationship characterized by separations resulting from either alcohol consumption or arguments regarding finances; b) they represented themselves to the public as a couple; c) they may have intended to get married at some point in the future but that they never actually married.

12. I find that Yvonne Burns testified that she and Deceased planned to get married, therefore, at the time of the accident, they were not married. (Hrg. Tr., pg. 156, ll. 10-14). Specifically, she testified on numerous occasions that "[she and the decedent] never got married." (Hrg. Tr., pg. 144, ll. 15-16; p. 145, ll. 6; pg. 146, ll. 4-5; pg. 150, ll. 11-18; pg. 151, ll. 4-8; pg. 152, ll. 20-23; pg. 157, ll. 18-20; pg. 160, ll. 19-25). Yvonne Burns further testified that she intended to be married and that never happened because the decedent drowned. (Hrg. Tr., pg. 151, ll. 4-8). Yvonne Burns states the Deceased gave her an engagement ring on her birthday, May 7, 2012. (Hrg. Tr., pg. 94, ll. 13-22). Ms. Burns testified that at that time, she agreed to marry him in the future, but she did not tell many people. (Hrg. Tr., pg. 94, l. 11 – pg. 95, l. 22). She testified that she did not get along well with Tyrone's family. (Hrg. Tr. pg. 65, ll. 2-5).
13. I find that the Deceased's mother, brother Tyrone, aunt, first cousin, and friends were unaware of any marriage, engagement or pending nuptials between the deceased and Ms. Burns. That all of these individuals testified that they saw the deceased either daily or weekly and that he never indicated that he was engaged and/or planning to be married.
14. I find that Ms. Burns and Tyrone York confirmed that Ms. Burns did not get along well with most of the Deceased's immediate family.
15. I find that the Ms. Burns presented three witnesses who testified as to their intention to get married in the future. Another witness, a relative, offered conflicting testimony regarding the parties' statements about their marital status.
16. I find that multiple witnesses including Tyrone York, Azalee York, Shirley York and a cousin, indicated that the Deceased always received his mail at the 737 Broomstraw address. Several of Ms. Burns' witnesses confirmed this information. I further find that Ms. Burns, during her testimony, conceded that the Deceased continued to receive his mail

at the Broomstraw address. Ms. Burns also admitted that when the Deceased lost his license and then sold her his car, the insurance information changed to her address.

17. I find that the preponderance of the lay witness testimony does not support a common law marriage.

18. I find that Mr. Gerald Wilder of Wilder Brother's furniture testified that Ms. Burns and the decedent purchased furniture at his store. Mr. Wilder recalled that either the decedent or Ms. Burns mentioned that they were getting married at a later date, however he could not remember which one said it. (Hrg. Tr. pg. 63, ll. 20-23, pg. 64, ll. 15-17). For that reason, he suggested that Ms. Burns use the last name "York" on the furniture contract. Mr. Wilder made this suggestion to prevent her from having to sign a new contract with her new name. After Mr. York's death, Mr. Wilder contacted Ms. Burns to request that the contract be re-done, since the marriage had not materialized. Ms. Burns resigned the contract as "Yvonne Burns." (Hrg. Tr. pg. 66, 9-11).

19. Ms. Burns conceded that the one and only time she used Deceased's last name was at the suggestion of Gerald Wilder on the Wilder Brothers furniture contract, because she and Deceased "were going to get married." (Hrg. Tr. pg. 144, ll. 3-10).

20. I find that Mr. Chris Battle, convenience store owner, testified that they asked him for price quotations regarding a wedding reception but that he was unaware that it ever took place. Specifically, his services were never retained in that regard. (Hrg. Tr. pg. 33, ll. 19- pg. 34, ll. 19).

21. I find that Ms. Towanda Williams, a cousin of the decedent, was called as a witness on behalf of Ms. Burns. Ms. Williams testified that Deceased told her he was "going to marry [Burns]." (Hrg. Tr., pg. 127, ll. 17-20). Moreover, she testified, "I know they weren't married." (Hrg. Tr., pg. 160, l. 7 – pg. 161, l. 15).

22. I find that it is undisputed that a civil ceremony never took place.

23. I find very little written evidentiary submissions to support the existence of a common law marriage. The written paper trail of documentary evidence fails to support the existence of a common law marriage. The following records corroborate the Deceased's position that there no common law marriage existed:

- Bank of Greeleyville Records
- Decedent's personnel file
- Decedent's state identification card
- Decedent's Rent Receipts
- Yvonne Burns' 2013 Income Tax Return
- Yvonne Burns' 2012 Income Tax Return
- Yvonne Burns' 2011 Income Tax Return
- Decedent's 2012 Income Tax Return
- Decedent's 2011 Income Tax Return
- Dependency Investigation
- Edwards & Mims Insurance Agency Records
- Certificate of (Car) Title
- Wilder Brothers Williamsburg House, Inc. Records
- Black River Healthcare, Inc. Records
- Funeral Program

24. I find that the parties' income tax returns were reviewed for further insight as to how they listed their marital status when presenting information to the federal government.

25. I find that the Deceased listed his filing status as "Single" with no dependents on both his 2011 and 2012 income tax return.

26. I find that Ms. Burns filed her 2011, 2012, and 2103 Income Tax Returns as head of household and checked a box indicating that no one could claim her as a dependent. I find that Ms. Burns was questioned regarding her marital status and dependency as relates to the filing of her income tax returns. Ms. Burns responded as follows:

Q: So, again, in 2012 you weren't saying that Blue was the head of your household in your representations to the government; you were saying you were the head of your household?

A: Right

Q: Is that a fair statement?

A: Yes.

Q: Okay. And in 2013, same thing? In your representations to the government you were claiming that you were the head of your household; is that correct?

A: That's what's on there, yes.

Q: Okay. And 2013 you were also claiming that no one else could claim you as a dependent because you're the head of your household, correct?

A: Correct.

Q: And so, in your representations to the federal government, you're representing in 2011, '12, and '13 that you were the head of your household; is that correct?

A: Yes, that's what's on there.

(Hrg. Tr., pg. 126, ll. 5-25).

27. I find that the deceased listed his aunt, Margaret York, as his emergency contact in his personnel file. Although this form was filled out in 1993, it was never changed.

28. I find that the Decedent continued to use 737 Broomstraw as his home address throughout the entire pendency of the relationship with Yvonne Burns. This address was used at with regard to his employment, in his banking relationship with the Bank of Greeleyville, with the Low Country Loan Company, with Mims Insurance agency and his

state identification card. Ms. Burns address was not listed as his primary residence on most of his legal paperwork.

29. I find that the most compelling testimony regarding the existence or non-existence of a common law marriage came from Ms. Burns. When asked about whether she told her son, Javon, of her impending nuptials, she offered the following testimony:

Q: And you did not tell Javon, the only child that you have living in your household, that you were going to get married, engaged in that significant event?

A: I did not tell him no specific time. We always -- you know, Blue and I talked about it, but I didn't just say, "Javon I'm getting married." No, I didn't.

Q: You didn't tell him when you supposedly got engaged, did you?

A: No, I did not.

Q: You didn't tell him when you supposedly got this ring from Blue, did you?

A: Javon saw the ring on my finger, yes. I didn't feel like I had to --

Q: I didn't ask you---

A: ---announce it.

Q I didn't ask you what he saw. I'm asking you what you said, and the fact is you never told you Javon that you were --- that you received an engagement ring, did you?

A: No, I didn't.

(Hrg. Tr., pg. 152, l. 17 – pg. 153, l. 12). When further questions regarding preparations for the wedding her responses include the following:

Q: Now, you've indicated to the court that had Blue not died your plan would have been to get married around the first week in September of 2013; is that correct?

A: Correct.

Q: But would it also be an accurate statement to say that you hadn't made---you hadn't booked any place for reception?

A: It would have been at Chris--

Q: Is that accurate?

A: Yes.

Q: Would it also be accurate that you didn't send out any invitations to friends?

A: No, we didn't send the invitation out.

Q: Okay. Would it also be accurate that you didn't have any plans for a backyard barbecue or anything like that in anybody's house?

A: No, we were going to Chris store.

Q: Okay. But there were no plans set?

A: No.

Q: Okay. And no monies expended for any kind of reservation for the reception hall, correct?

A: We were going to do it at Chris store and lounge right there in Lane. That was it.

Q: No money---

A: No, we did not pay---

Q: --was expended---

A: No.

Q: --To reserve any place; is that correct,

A: Correct.

Q: Okay; alright. Now, let's talk about the funeral, okay?

(Hrg. Tr., pg. 156, l. 10 – pg. 157, l. 16). In response to questions about the funeral, Ms.

Burns confirmed that she did not make any financial contribution.

30. I find that the evidence in this case indicates that the Ms. Burns failed to meet the burden of proving that a common law marriage existed.

FINDINGS ON THE ISSUE OF DEPENDENCY

31. I find Yvonne Burns worked as a nurse's aide and was making \$10,169.00 in year 2011, \$16,579.00 in year 2012, and \$25,710 in year 2013 according to her U.S. Individual Income Tax Return ("Income Tax Return").
32. I find that the decedent worked at Longlands Plantation and made \$29,498.01, according to the Form 20. The decedent made \$28,133.00 in year 2011 and \$28,758.00 in year 2012 according to his Income Tax Returns.
33. I find that Yvonne Burns filed her Income Tax Returns as head of household and checked a box indicating that no one could claim her as a dependent.
34. I find that the decedent indicated on his Income Tax Returns that he had no dependents.
35. I find that Yvonne Burns owned her own home, unencumbered.
36. I find that Shirley York did not work and received social security disability for most of her life. Her son, Tyrone York, indicated that she never attended school. (Hrg. Tr. pg. 169, ll. 16-17).
37. I find that Shirley York's level of dependency included receiving money from the Deceased to pay bills, groceries, laundry, and the pharmacy. She testified that her monthly social security income of \$480 that she received for her mental disability did not cover her expenses. (Hrg. Tr. pg. 40, ll. 10-15). Ms. York testified that her son, Tyrone York, also helped with housing and other expenses. (Hrg. Tr. pg. 40, ll. 12-14). She also testified that the decedent would contribute to her support but that Ms. Burns was not supportive of him helping his mother. (Hrg. Tr. pg. 38, ll. 18-25).
38. I find that Ms. Burns testified that the decedent contributed to her utilities. Ms. Burns testified that she used the decedent's debit card to pay her bills, including various bills for indeterminate amounts, her individual bills for her personal vehicle and appurtenant

insurance and upkeep, her own groceries, clothes, and uniforms. (Hrg. Tr., pg. 76, l. 1 – pg. 80, l. 16). She would also pay for a tab at witness Chris Battle's store, in addition to making payments on Deceased's Low Country Loans, and Wilder Brothers accounts. (Hrg. Tr., pg. 81, l. 12 – pg. 82, l. 13).

39. I find that both Yvonne Burns and Shirley York did have a level of dependency, albeit Ms. Burns was greater.

40. I find that the financial dependency of the parties is NOT determinative of the ultimate ruling in this case, as the statutory authority and case law dictate the results.

ARGUMENTS REGARDING MS. YORK

AS THE SOLE BENEFICIARY

41. I find that the Claimant's counsel argued the deceased was never married, has no children or [partial or whole] dependents, and therefore, Shirley York, Deceased's mother, is solely entitled to the Deceased's Worker's Compensation death benefits. The Deceased's father, Freddie Scott, waived any interest he may have in the claim.

42. I find that the Claimant's counsel argued that Ms. Burns failed to prove by a preponderance of the evidence that a common-law marriage existed. A valid common-law marriage requires that the facts and circumstances show an intention on the part of both parties to enter into a marriage contract, usually evidenced by a public and unequivocal declaration by the parties. *Ex parte Blizzard*, 185 S.C. 131, 193 S.E. 633 (1937).

43. I find that the Claimant's counsel argued that Yvonne Burns was neither wholly or partially dependent on the Deceased because she necessarily fails to classify as a dependent under the Workers Compensation Act.

44. Claimant's counsel argued that there is not one case in South Carolina that allows a non-relative to take as a legal beneficiary. Allowing a non-relative to assert a claim as beneficiary is not with the legislative scheme of dependency.

45. I find that the Claimant's counsel argued that Ms. York was partially dependent on the Deceased because he regularly purchased, or provided her with money to pay, bills, groceries, laundry, and the pharmacy.

DEFENDANT'S ARGUMENT IN FAVOR OF

YVONNE BURNS AS THE SOLE BENEFICIARY

46. I find that Counsel for Ms. Burns argued Yvonne Burns was the common law spouse of the Deceased. Accordingly, she was presumed to be wholly dependent on the Deceased and therefore entitled to death benefits pursuant to S.C. Ann. § 42-1-70. Initially, Javon Burns asserted that he also was entitled to death benefits as the step-child of the decedent, but he later withdrew his claim. S.C. Ann. § 42-1-70 (Stepchildren are included in the definition of "Child").

47. I find that alternatively, Counsel for Yvonne Burns argued that Ms. Burns was the Deceased's [whole or partial] dependent pursuant to S.C. Code Ann. § 42-9-120, irrespective of her common law status.

APPLICABLE STATUTES AND CASE LAW REVIEWED

48. I find that the following statutes were reviewed in determining the proper beneficiaries in this case:

Section 42-9-110 provides in pertinent part -

"...surviving spouse or child shall be conclusively presumed to be wholly dependent for support on a deceased employee..."

Section 42-9-120 provides -

“...[i]n all other cases questions of dependency, in whole or in part, shall be determined in accordance with the facts as the facts may be at the time of the accident...”

S. C. Code Ann Section 42-9-140(B) reads in pertinent part-

“...If the deceased employee leaves no dependents or nondependent children, the employer shall pay the commuted amounts . . . to his father and mother, irrespective of age or dependency...”

S.C. Code Ann. § 16-15-60 reads in pertinent part –

“Any man or woman who shall be guilty of the crime of adultery or fornication shall be liable to indictment and, on conviction, shall be severally punished by a fine of not less than one hundred dollars nor more than five hundred dollars or imprisonment for not less than six months nor more than one year or by both fine and imprisonment, at the discretion of the court.

S. C. Code Ann. 16-15-70. “Adultery” defined.

“Adultery” is the living together and carnal intercourse with each other or habitual carnal intercourse with each other without living together of a man and woman when either is lawfully married to some other person.

S. C. Code Ann. § 16-15-80 “Fornication” defined reads in pertinent part –

“Fornication” is the living together and carnal intercourse with each other or habitual carnal intercourse with each other without living together of a man and woman, both being unmarried.”

49. I find that the following case law was also reviewed in connection with this claim: Ex parte Blizzard, 185 S.C. 131, 193 S.E. 633 (1937), Barker v. Barker, 330 S.C. 361, 499 S.E.2d 503 (Ct. App. 1998), Day v. Day, 216 S.C. 334, 58 S.E.2d 83 (1950), Fields v. Hollowell &

FINDINGS OF FACT REGARDING APPLICABLE

STATUTORY LAW AND CASE LAW

50. I find that Section 42-9-140(B) is controlling in this case. Section 42-9-140(B) reads in pertinent part, **"If the deceased employee leaves no dependents or nondependent children, the employer shall pay the commuted amounts . . . to his father and mother, irrespective of age or dependency."** Because the deceased was never married, has no children or [partial or whole] dependents, decedent's mother, Ms. Shirley York, is the only statutory beneficiary entitled to receive the deceased death benefits. The Deceased's father, Freddie Scott, waived any interest he may have in the claim.

51. I find that Section 42-9-110 is inapplicable in this case. Section 42-9-110 provides that a **"surviving spouse or child shall be conclusively presumed to be wholly dependent for support on a deceased employee."** Here, the Deceased and Yvonne Burns were never married. Yvonne Burns was, at most, engaged to the Deceased and therefore is not entitled to any death proceeds. A valid common-law marriage requires that the facts and circumstances show an intention on the part of both parties to enter into a marriage contract, usually evidenced by a public and unequivocal declaration by the parties. Ex parte Blizzard, 185 S.C. 131, 193 S.E. 633 (1937). Ms. Burns kept her last name Burns, she did not participate in the funeral arrangements nor did she refer to herself as Decedent's wife at the funeral, she filed individual federal income tax returns as head of household, she was not listed as his beneficiary on his life insurance policy, and she was not referred to or accepted as wife by Decedent's family. Barker v. Barker, 330 S.C. 361, 499 S.E.2d 503 (Ct. App. 1998). In addition to the "Barker" factors, the Deceased and Ms. Burns did not receive mail at the same address. Further, Ms. Burns was never

accepted as part of the Deceased's family nor did she apply or contest Tyrone York's appointment as personal representative of the Deceased's estate. Moreover both Yvonne Burns and her son Javon Burns testified that the Deceased and Yvonne Burns were not married. Conclusively, based on these circumstances and evidence presented, Ms. Burns failed to prove by a preponderance of the evidence that a common-law marriage existed.

52. I find that Section 42-9-120 is applicable to Yvonne Burns in the instant case. Section 42-9-120 provides, "[I]n all other cases questions of dependency, in whole or in part, shall be determined in accordance with the facts as the facts may be at the time of the accident..." Ms. Burns was partially dependent on Deceased because Deceased contributed to household expenses. Therefore, both Ms. Burns and Deceased's mother, Shirley York, were partially dependent on Deceased and, therefore, would be entitled to benefits pursuant to Section 42-9-130. However, this is immaterial to my ruling.

53. I find that Day v. Day, 216 S.C. 334, 58 S.E.2d 83 (1950), a case cited by both Claimant's counsel and Counsel for Ms. Burns, is dispositive in this case. The Supreme Court of South Carolina states unequivocally in Day that, "[I]t was not the intent of the legislature to permit a woman to be classed and considered as a dependent within the meaning of our Compensation Act *who lives in [an] illicit relationship with a man to whom she is not legally married.*" *Id.*, 216 S.C. 334, 344-45, 58 S.E.2d 83, 88 (1950) (emphasis added).

54. I find that Fields v. Hollowell & Hollowell, et al., 238 N.C. 614, 78 S.E.2d 740 (1953) is persuasive in this claim. The Supreme Court of North Carolina similarly held, "Manifestly, a woman living in cohabitation with a man, to whom she is not married, is not within the purview of the term 'in all other cases,'" 238 N.C. 614, 618, 78 S.E.2d 740, 743 (1953), as it is also stated in our own Act at § 42-9-120.

55. I find that even though the illicit relationship in Day was a bigamous one and the Court in Fields noted that North Carolina did not contemporaneously recognize common law marriages, the basic ruling in each case is simple: where a would-be party, such as Ms. Burns, is involved in an illicit relationship or unlawful marriage with a deceased worker, she shall not be eligible for workers' compensation benefits.

56. I find in South Carolina, "Fornication" is still a punishable offense defined as "the living together and carnal intercourse with each other or habitual carnal intercourse with each other without living together of a man and woman, both being unmarried." S.C. Code Ann. § 16-15-60 and 16-15-80.

57. I find evidence in the present claim that the Deceased and Ms. Burns were in violation of the statute. Ms. Burns' argument was not that they were roommates, but that they were living together as man and wife. Therefore, based on the Day case, Ms. Burns' claim to the workers' compensation benefits in question is denied as a matter of law.

58. I find that the analysis is the same in the Day and the Fields case; an individual cannot be a dependent if they are in an "illicit" relationship. The focus is not the morality of the relationship, but is on the legality. This is a matter of statutory construction. The language in Fields presents an expanded view of the legal analysis. The Court stated that the Act should be interpreted and construed as any other public statute, and the assumption that the General Assembly, in the enactment of the law, intended to reward parties in a relationship deliberately entered into an open defiance of the penal laws of the State would be a violation of the most fundamental canons of statutory construction. The Court in Fields continues in the analysis by quoting and agreeing with the North Carolina Industrial Commission in finding that to honor the claim "would create a legal right out of an illegal relationship."

59. I find that as the Court found in the Day case, if it had been the intention of the legislature to sanction an illicit relationship "as constituting a basis for dependency, express provision would have been made therefor in the Compensation Act."
60. I find that based on the foregoing, Shirley York, as the deceased Deceased's mother, is entitled to the full and total amount of Deceased's benefits under § 42-9-140(B).
61. I find based on hearing testimony, Shirley York is also entitled to the statutory burial costs under § 42-9-290.

ALLOCATION LANGUAGE

62. I find that any award to be paid under this order shall appropriately be paid in a lump-sum.
63. I find that this award shall be calculated pursuant to the 2% Net Present Value Table commuted value charts.
64. I find Ms. Shirley York is presently receiving social security disability. That the award in this case, which amounts to \$171,998.93 (one hundred seventy-one thousand nine hundred ninety-eight and 93/100 Dollars) as of March 4, 2015, shall be allocated in the following fashion:
- a) the sum of \$ 57,275.64 (fifty-seven thousand two hundred seventy-five and 64/100 Dollars) to Mickle & Bass, LLC, as attorney fees pursuant to Commission Regulation 67-1205 (C);
 - b) the sum of \$5,920.76 (five thousand nine hundred twenty and 76/100 Dollars) to Mickle & Bass, LLC, as reimbursement for litigation expenses pursuant to Commission Regulation 67-1206; and
 - c) the sum of \$108,802.53 (one hundred eight thousand eight hundred two and 53/100 Dollars) to the deceased, Shirley York for Timothy York (deceased), as payment

for permanent disability for a period of 1,210.04 weeks at the rate of \$89.92 (eighty nine and 92/100 Dollars) per week, commencing on March 18, 2015, pursuant to the provisions of South Carolina Code Ann. Sections 19-1-150 (1976) and 42-9-240 (1976), as well as the decisions of the South Carolina Supreme Court in James v. Anne's Inc., 390 S.C.188, 701 S.E.2d 730 (2010), Utica-Mohawk Mills v. Orr, 277 S. C. 226, 87 S.E.2d 589 (1955) and the Third Circuit Court of Appeals in Sciarotta v. Bowen, 837 F.2d 135 (3rd Cir. 1988).

63. I further find that this allocation language may be modified and an Amended Order issued in the event that this order is appealed.

GOOD FAITH INVESTIGATION

The Employer/Carrier has made a reasonable, due and diligent investigation to determine those persons entitled to benefits under the Workers' Compensation Act and is hereby discharged from each and every responsibility for payment to any other individuals other than those entitled to receive benefits here in.

CONCLUSIONS OF LAW

As provided by S.C. Code Ann., § 42-17-40, it is determined that:

1. S.C. Code Ann. § 42-1-40 is applicable in determining average weekly wage.
2. S.C. Code Ann. § 42-1-120 is applicable in defining "disability."
3. S.C. Code Ann. § 42-1-130 is applicable in defining "employee." Under this statute, the Deceased was a covered employee at the time in question.
4. S.C. Code Ann. § 42-1-140 is applicable in defining "employer." Under this statute, the Defendant/Employer is covered under the Act.

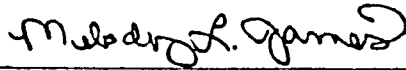
5. S.C. Code Ann. § 42-1-150 is applicable in defining "employment."
6. S.C. Code Ann. § 42-1-160 is applicable in defining a compensable "accident."
7. S.C. Code Ann. § 42-1-175 is applicable in defining "surviving spouse."
8. S.C. Code Ann. § 42-9-110 is applicable in determining "persons conclusively presumed to be wholly dependent."
9. S.C. Code Ann. § 42-9-120 is applicable in determining dependency in cases where no person or persons are statutorily presumed to be wholly dependent.
10. S.C. Code Ann. § 42-9-140 is applicable in determining the payment of workers' compensation benefits when the deceased employee leaves no dependents, or only partial dependents.
11. S.C. Code Ann. § 42-15-20 is applicable in determining proper notice of an accident.
12. Under the case *Day v. Day, et al.*, 216 S.C. 334, 58 S.E.2d 83 (1950), "a woman living with an employee, as man and wife, when he died as the result of an injury, is not entitled to compensation under Workmen's Compensation Laws (sic) if not legally married to him although dependent upon him. The Supreme Court further held, "[W]e cannot escape the conclusion that it was not the intention of the legislature to permit a woman to be classed and considered as a dependent within the meaning of our Compensation Act who lives in illicit relationship with a man to whom she is not legally married."
13. S.C. Code Ann. § 16-15-60 is applicable in providing the punishment for the crime of fornication.
14. S.C. Code Ann. § 16-15-70 and S. C. Code Ann. 16-15-80 are applicable in defining "fornication" and "adultery" as "the living together and carnal intercourse with each other or habitual carnal intercourse with each other without living together of a man and woman, both being unmarried."

15. The Employer/Carrier has made a reasonable, due and diligent investigation to determine those persons entitled to benefits under the Workers' Compensation Act and is hereby discharged from each and every responsibility for payment to any other individuals other than those entitled to receive benefits herein.

IN VIEW OF THESE FINDINGS OF FACT, I CONCLUDE AS MATTERS OF LAW:

1. The parties to this proceeding are subject to and bound by the South Carolina Workers' Compensation Act.
2. Deceased's mother, Shirley York, is entitled to the full sum of death benefits allowable under § 42-9-290, calculated to be \$171,997.79.
3. Deceased's mother, Shirley York, is also entitled to the full sum of funeral expenses allowable under § 42-9-290, in this case calculated to be \$2,500.
4. I find that the above referenced allocation language included in this Order shall be applicable and the parties shall have the right to amend the same, in the event of an appeal.
5. The Employer/Carrier has made a reasonable, due and diligent investigation to determine those persons entitled to benefits under the Workers' Compensation Act and is hereby discharged from each and every responsibility for payment to any other individuals other than those entitled to receive benefits herein.

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).

June 5, 2015

By: Tamara Morris, Administrative Assistant to Commissioner James

DECISION AND ORDER
OF THE
SOUTH CAROLINA WORKERS' COMPENSATION COMMISSION
W.C.C. FILE NUMBER 1312352

Timothy York, EMPLOYEE,

versus

**Longlands Plantation a.k.a.
Knollwood, Inc., EMPLOYER**

HEARING:

Held on June 5, 18, and 19, 2014 in Conway,
South Carolina

APPEARANCES:

Deceased Tyrone York, as Personal Representative for
the Estate of Employee Timothy York, represented by
Ann McCrowey Mickle, Esquire, of Mickle & Bass,
LLC., 1519 Richland Street, P.O. Box 5639, Columbia,
SC 29250.

Yvonne Burns represented by Mr. W. E. Jenkinson, III,
of Jenkinson, Jarrett, and Kellahan, P.A., P.O. Box 669,
Kingstree, SC 29556.

Defendant Employer represented by J. Brandon Hylton,
of McAngus Goudelock & Courie, P.O. Box 7489,
Florence, SC 29502.

PURPOSE OF HEARING:

To determine the issues as set forth on Forms 52 and 53.

DECISION AND ORDER BY:

The Honorable Melody L. James

FILED:

January 20, 2016

STATEMENT OF THE CASE

Timothy York ("Deceased") died in a work-related accident on August 26, 2013 when his boat capsized on Pouchea Pond at Longlands Plantation while he and a co-worker were spraying algae in the pond, within the course and scope of his employment with Knollwood, Inc. A hearing was scheduled pursuant to Deceased's Form 52. Tyrone York, Deceased's brother and the personal representative of Deceased's estate, sought workers' compensation benefits for Deceased's mother, Shirley York, under § 42-9-140(B). Yvonne Burns sought benefits for herself as Deceased's common law wife under § 42-9-110 or, alternatively, as a dependent under §§ 42-9-120 or 42-9-130. Defendants admitted the accident and subsequent death and conducted a dependency investigation in order to determine the potential beneficiaries. The hearing lasted three days, and several witnesses testified on behalf of each party. The purpose of this hearing is to determine the legal beneficiary of Deceased's statutory benefits.

STIPULATIONS

1. The parties stipulated that jurisdiction and venue were proper.
2. The parties stipulated to an average weekly wage of \$ 567.27 with a resulting compensation rate of \$ 378.20.
3. The accident and resultant death of Deceased occurred on August 26, 2013.
4. Deceased's father, Freddie Scott, indicated that he received notice of the hearing and waived any interest he may have in the claim.
5. Deceased's brother, Tyrone York, waived any interest he may have in the claim.
6. Javon Burns also waived any interest he may have in the claim.
7. The parties stipulated that Shirley York would be entitled to reimbursement for statutory burial expenses under the Workers' Compensation Act.

APA SUBMISSIONS

The following documents were submitted into evidence pursuant to the Administrative Procedures Act, without objection, by the respective parties:

<u>Exhibit</u>	<u>Date(s) of Report</u>	<u>Pages</u>
<u>DECEASED TIMOTHY YORK:</u>		
1. South Carolina Department of Natural Resources	08-26-13	1-9
2. Workers' Compensation Incident Report		10-11
3. Williamsburg County Fire Department	08-26-13	12-13
4. Williamsburg County Sherriff's Office	08-26-13	14-15
5. Department of Pathology and Lab Medicine	08-27-13	16
6. Death Certificate		17
7. Final Touch Florist Receipt	08-31-13	18
8. Henryhand Funeral Homes, LLC Receipt	08-28-13	19-20
9. Funeral Program	08-31-13	21-22
10. Form 20	08-28-13	23-24
11. Yvonne Burns' 2013 Income Tax Returns		25-29
12. Yvonne Burns' 2012 Income Tax Returns		30-34
13. Yvonne Burns' 2011 Income Tax Returns		35-39
14. Timothy York's 2012 Income Tax Return		40-41
15. Timothy York's 2011 Income Tax Return		42
16. Longlands Plantation Emergency Contact Information		43
17. Bank of Greeleyville Records		44-58
18. Dependency Investigation	03-19-14	59-63

19. Edwards & Mims Insurance Agency Records		64-76
20. Certificate of Title	2010-2011	77-78
21. Wilder Brothers Williamsburg House, Inc. Records		79-84
22. Affidavit of Gerald Wilder	04-17-14	85
23. Black River Healthcare, Inc. Records	05-04-07	86-87
24. Jimmie's Tree Service Payroll Records		88-90
25. Javon Burns' W-4 Form	2014	91-92
26. Rent Receipts of Timothy York		93-97
27. Affidavit of Freddie Scott	05-22-14	98

DECEASED YVONNE BURNS:

1. Decree of Divorce Yvonne Mitchum and Leron Mitchum	06-03-87	6
2. Final Decree of Divorce Yvonne Burns and Willie Burns	10-25-93	20
3. Certificate of Title—1999 Oldsmobile	09-29-10	2
4. Bill of Sale—1999 Oldsmobile	10-26-11	1
5. U.S. Individual Tax Returns	2011-2013	15
6. Williamsburg County Tax Notice	2011 and 2013	2
7. R&R Auto Sales	03-26-13	1
8. Home Improvement Contract	05-17-13	8
9. Miscellaneous Receipts	2013-2014	5
10. Allstate Policy	11-02-13	7
11. Statement of Tyrone York	12-17-13	11
12. Tuten Insurance Service Report	01-24-14	12

13. Duke Energy Customer Bills	03-03-14 and 05-02-14	2
14. PCG Public Partnerships Employment Information	03-27-14	3
15. Wilder Brothers Williamsburg House Letter and Contracts	04-17-14	6
16. Town of Lane Utility Payment Receipt	05-05-14	1
17. Allstate Insurance Company Payment Receipt	05-12-14	1
18. Low Country Loans, Inc. Contract		2
19. Copy of Timothy York's Debit Card		1

DEFENDANTS:

1. Divorce Decree of Willie E. Burns and Yvonne Burns	10-25-93	20
2. Divorce Decree of Leron Mitchum and Yvonne Mitchum	07-26-93	6
3. Death Certificate	08-26-13	1
4. Birth Certificate	07-04-74	1
5. Funeral Documents	Undated – 08-26-13	5
6. Dependency Investigation	01-24-14	12

POST-TRIAL SUBMISSIONS

DECEASED TIMOTHY YORK:

1. [Deceased] York's Supplemental Authority Submission- Applicable case law, statutory law, and Yvonne Burns 2011-2013 tax returns	17
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EVIDENCE OF THE CASE

HEARING TESTIMONY¹

ON BEHALF OF DECEASED:

¹ Due to the extent of testimony given at this hearing, the court reporter divided the hearing transcript into three (3) volumes. In order to avoid confusion, the Claimant has organized each witness' testimony by the transcript volume in which it appears (e.g. "Hearing Transcript Volume I"). All references to the hearing transcript following such a note refer to the volume in which the quoted or summarized text is contained.

Hearing Transcript Volume I

Vivian Moore

Vivian Moore was the first witness to testify at the hearing. Ms. Moore is the Vice President of Operations at the Bank of Greeleyville, (hereinafter referred to as "the Bank") located in Greeleyville, South Carolina. (Hrg. Tr. pg. 21, ll. 2-19). She testified that Deceased was a long-term customer and had multiple accounts with the Bank, including but not limited to a checking account and a variety of loans. Based upon the documents in Ms. Moore's possession and referred to at the hearing, Deceased secured multiple loans during the pendency of his relationship with the Bank of Greeleyville. (Hrg. Tr. pg. 23, ll. 8-11). She confirmed that none of the loans were ever secured jointly with anyone using the name of "Yvonne Burns" or "Beaufort". (Hrg. Tr. pg. 23, ll. 24-25). The only joint loan obtained by Deceased from the Bank of Greeleyville lists John B. Oliver as the co-debtor. (Hrg. Tr. pg. 23, ll. 19-23). Importantly, she also testified that Deceased's bank statements were sent to 737 McMillan Road, Greeleyville, South Carolina and this was the address that was used until the time of his death. (Hrg. Tr. pg. 24, ll. 10-18). This was a residence independent of Ms. Burns. She further confirmed that none of these bank statement were sent to "Broomstraw Road." (Hrg. Tr. Pg. 24, 19-22.) Ms. Moore further confirmed that the bank records indicate that no request to change his address was ever submitted by the loan holder. (Hrg. Tr. Pg. 40, 11-14) No joint application for credit was ever made by him. (Hrg. Tr. pg. 27, ll. 3-6). Ms. Moore testified that she generally expects to see a marital status listed with customers who have a lengthy history with the bank. (Hrg. Tr. pg. 28, ll. 21- 25 pg. 29, ll. 1-8). In the entire history of his relationship with the Bank, Deceased never indicated that he was married on any of his bank documents. (Hrg. Tr. pg. 29, ll. 4-12).

Ms. Moore indicated that Deceased had a debit card. (Hrg. Tr. pg. 29, ll. 18-19). He deactivated his debit card on December 12, 2012 and subsequently a new debit card was reissued

to him. (Hrg. Tr. pg. 29, ll. 20- pg. 30, ll. 1-11). Deceased was the only person authorized to use his debit card. (Hrg. Tr. pg. 41, ll. 13-18). Ms. Moore further testified that Deceased's pay check from Longlands Plantation transferred electronically into his bank account on Fridays. (Hrg. Tr. pg. 32, ll. 21-pg. 33, ll. 1-6).

Robert Mims

Robert Mims is the co-owner and an employee of Edwards & Mims Insurance Agency (herein after referred to as "the Agency"). (Hrg. Tr. pg. 46, ll. 3-9). Mr. Mims testified that Deceased maintained an active auto insurance policy with the Agency from 2008 to 2012. (Hrg. Tr. pg. 47, ll. 19- 25, pg. 48, ll. 1- 4). During the pendency of Deceased's relationship with the Agency, Deceased listed his marital status as single. (Hrg. Tr. pg. 48, ll. 17-23). Deceased's documents from the Agency were originally sent to 737 McMillan Road until Deceased completed a change of request form to change his address to 556 Broomstraw on April 27, 2011. (Hrg. Tr. pg. 49, ll. 3-24). Despite this change, Deceased never changed his marital status. (Hrg. Tr. pg. 51, ll. 4-7). Mr. Mims testified that there were financial advantages to being listed as "married" versus single. Specifically, he indicated "There are so many companies in South Carolina, but some of them do give a marital discount." (Hrg. Tr. Pg. 51, ll. 16-25). He further indicated "No, no discount, no change to marriage status, always single with our records." (Hrg. Tr. pg. 52, ll. 1-2).

Mr. Mims further testified that the last contact that he had with Deceased would have been April 27, 2011. (Hrg. Tr. Pg. 53, ll. 20-23.) He was also asked to review a bill of sale which indicated that Yvonne Burns purchased the Oldsmobile previously owned by Deceased on October 26, 2011. This was the same Oldsmobile that Deceased previously insured with the Mims Agency. Mr. Mims did not know the reason that the title to the car changed over to Ms. Burns. He did confirm that while the policy was active with him, the 737 McMillan address was

used. He was asked by Mr. Jenkinson to confirm Ms. Burns' address as 556 Broomstraw, and he did. (Hrg. Tr. Pg. 56, ll. 13-14.)

Tyrone York

Tyrone York testified that he was Deceased's oldest brother. (Hrg. Tr. pg. 162, l. 7). Mr. York is also an ordained minister. (Hrg. Tr. pg. 166, ll. 15-16) He has pastored a church and also assisted with ministerial services upon request at various churches. (Hrg. Tr., pg. 166, l. 17 – pg. 167, l. 11). Additionally, he works several jobs in Columbia, South Carolina which include work as a security officer, another part time position as a Dependent Support Professional at South Carolina Mentor, and works as a Certified State Constable assigned to Benedict College as a staff sergeant. (Hrg. Tr. pg. 164, ll. 16-21). Mr. York's permanent address is 629 McMillan Road, Greeleyville, South Carolina. (Hrg. Tr. pg. 167, ll. 12-18). He also rents an apartment in Columbia, South Carolina. (Hrg. Tr. pg. 167, ll. 22-23). Mr. York has been traveling back and forth from Columbia to Greeleyville since 2007-2008. (Hrg. Tr. pg. 168, ll. 5-7). He comes to Greeleyville every weekend. (Hrg. Tr. pg. 168, ll. 2). Mr. York would see Deceased "just about every weekend" before he died. (Hrg. Tr. pg. 169, ll. 1-3).

Mr. York applied and became the personal representative of Deceased's estate. (Hrg. Tr. pg. 177, ll. 1-3). After Deceased's accident, Mr. Tyrone York confirmed that he was the only person who applied to be the Personal Representative of Timothy York's estate. (Hrg. Tr. pg. 177, ll. 4-11). Mr. York testified that his mother, Shirley York (hereinafter "Ms. York"), paid Deceased's funeral expenses and that he planned the funeral. (Hrg. Tr. pg. 162, ll. 1-3), (Hrg. Tr. pg. 191, ll. 19-21). Mr. York also officiated as the Pastor and "preached" the funeral. (Hrg. Tr. pg. 191, ll. 22-23). Ms. Burns only contribution was a pack of underwear and t-shirts she bought from the Family Dollar Store. (Hrg. Tr. pg. 192, ll. 2-7). Ms. Burns was listed on the funeral program as a "Special Friend," and not as Deceased's wife. (Hrg. Tr. pg. 192, ll. 19-24).

Mr. York acknowledged that his mother, Shirley York, never received a formal education. (Hrg. Tr. pg. 169, ll. 16-19). Shirley York currently receives social security benefits due to her mental disability. (Hrg. Tr. pg. 169, ll. 22-24). Ms. York shared the 629 McMillan Road residence with Deceased. (Hrg. Tr. pg. 173, ll. 1-8). Through elementary school and high school, Mr. York testified that his family lived at 737 McMillan Road which was a duplex. (Hrg. Tr. pg. 171, ll. 17-19). The Shirley York family lived on one side of the duplex, and Azalee York (hereinafter "Azalee") and her family lived on the other side. (Hrg. Tr. pg. 171, ll. 8-20). Azalee was the sister of Ms. Shirley York. (Hrg. Tr., pg. 171, l. 13). Mr. York testified that when he moved out at age 21, Deceased was still living at 737 McMillan. (Hrg. Tr. pg. 190, ll. 1-8). When Deceased's residence deteriorated and became uninhabitable, he moved into the other half with Azalee. (Hrg. Tr. pg. 190, ll. 5-11). Azalee moved out of her residence in 2012 and into another residence. (Hrg. Tr. pg. 204, ll. 2-6).

Deceased lived at 737 McMillan Road until the end of 2011. (Hrg. Tr. pg. 173, ll. 19-21). The rent receipts corroborate that Deceased lived at 737 McMillan Road during this time period. (Hrg. Tr. pg. 179-180). Deceased lived a portion of his time with Ms. Burns in the latter part of 2011. (Hrg. Tr. pg. 182, ll. 10-14). He would spend "maybe twice a week" with Ms. Burns on Broomstraw Road. (Hrg. Tr. pg. 182, ll. 15-17). Mr. York testified that Deceased lived elsewhere more than he was with Ms. Burns. (Hrg. Tr. pg. 183, ll. 1). Deceased would stay with Ms. Burns at her residence on Broomstraw Road "whenever he had money. When he didn't have money, he would have been back home." (Hrg. Tr. pg. 182, ll. 3-5). "He would stay with my mother for a week or so. Then on Fridays whenever he get paid, [Ms. Burns] would ride the road, ride the road, and convey him to come back home." (Hrg. Tr. pg. 184, ll. 1-4). Deceased would go to Azalee, Sam Mouzon, Eugene Bright, Frederick Childers, and Sam York's homes to stay when Yvonne Burns would put him out. (Hrg. Tr. pg. 185, ll. 1-7).

Tyrone York testified that both Deceased and Ms. Burns had a drinking problem, which was the primary source of their difficulties (Hrg. Tr. pg. 185, l. 18 – pg. 186, l. 1). Deceased never referred to Ms. Burns as his wife. (Hrg. Tr. pg. 186, ll. 18-25). Deceased never indicated to Mr. York that he was engaged, that he was going to marry Ms. Burns, or that he was married to Ms. Burns. (Hrg. Tr. pg. 187, ll. 9-23). With regard to securing his mail, specifically his bank account statements, Deceased's mail went to 737 McMillan Road where Azalee would pick up his mail. (Hrg. Tr. pg. 188, ll. 11-17). Mr. Tyrone York testified that Deceased did not trust his mail going to Ms. Burns' house. (Hrg. Tr. pg. 188, ll.15). Deceased also had his income tax returns sent to 737 McMillan. (Hrg. Tr. pg. 199, ll. 23- pg. 200, ll. 1-5). The arrangement between Deceased and Azalee never changed. (Hrg. Tr. pg. 188, ll. 22-24). He further confirmed that Deceased told him "that all Yvonne wanted from him was his money." (Hrg. Tr. pg. 198, ll. 1-2).

Deceased and Ms. Burns had an ongoing issue concerning money. (Hrg. Tr. pg. 197, ll. 22-24). Mr. York testified that Deceased cancelled his debit card due to Ms. Burn's unauthorized use. (Hrg. Tr. pg. 197, ll. 9-19). He also testified about another incident where Ms. Burns withdrew all of Deceased's Christmas fund money to paint her house. (Hrg. Tr. pg. 199, ll. 9-13). He further testified that Deceased bought furniture from Wilder Brothers Furniture and the furniture went to Ms. Burns' house. (Hrg. Tr. pg. 200, ll. 17-23). Deceased put down Ms. Burns' address because that was where the furniture was to be delivered. (Hrg. Tr. pg. 201, ll. 1-3).

At Longlands Planation, Deceased's workplace, Ms. Margaret York, Deceased's aunt, was listed as his emergency contact. (Hrg. Tr. pg. 196, ll. 5-17, pg. 240, ll. 3-21). Before Deceased's death, he did not have a license because of three driving under the influence convictions. (Hrg. Tr. pg. 190, ll. 22-24). Deceased put the title of his car in Ms. Burns' name so that she would be able to take him back and forth to work. (Hrg. Tr. pg. 191, ll. 8-12). On

Deceased's state identification card he listed his residence at 737 McMillan. (Hrg. Tr. pg. 201, ll. 4-9).

Mr. York described Deceased's relationship with Sam Mouzon as "very, very close". (Hrg. Tr. pg. 202, ll. 22). Sam Mouzon was a father figure to Deceased since Deceased's biological father was absent in his life. (Hrg. Tr. pg. 203, ll. 3-9). Mr. York also describes Deceased's relationship with Fred Childers as that of a "very close friend". (Hrg. Tr. pg. 203, ll. 13-18). Deceased and Mr. Childers grew up together and knew each other all their lives. (Hrg. Tr. pg. 203, ll. 13-20).

Sam W. Mouzon, Jr.

Mr. Mouzon lives in Greeleyville, SC, and has lived there for thirty-six years. (Hrg. Tr., pg. 245, ll. 13-15). The relationship between Mr. Mouzon and Deceased was akin to father and son. (Hrg. Tr., pg. 245, ll. 16-25). Over the past five to ten years, the two would see each other on a weekly basis. (Hrg. Tr., pg. 248, ll. 11-22). Mr. Mouzon stated that Deceased discussed his relationship with Burns with him, and he never referred to Burns as anything other than his girlfriend. (Hrg. Tr., pg. 249, ll. 5-24). Mr. Mouzon would often have to pick up Deceased from Burns' house because the two would often argue. (Hrg. Tr., pg. 250, ll. 5-20). Burns would often put Deceased out of the house, and he would have to stay with Mr. Mouzon, and this happened about ten times in 2013. (Hrg. Tr., pg. 251, ll. 9-25 – pg. 252, ll. 10-24). After staying with Mr. Mouzon for about 5-7 days, Burns would usually pick him up to take him back to her house around the time he got paid. (Hrg. Tr., pg. 253, ll. 4-25). A similar pattern of behavior occurred in 2012 over the course of the entire year. (Hrg. Tr., pg. 254, ll. 1-25). Mr. Mouzon said Deceased would often complain about Burns taking his debit card, thus not allowing him to get money after she put him out. (Hrg. Tr., pg. 255, ll. 17-25). It was confirmed that Deceased used his aunt Azalee's address in Greeleyville as his mailing address, particularly for any business transactions such as a check. (Hrg. Tr., pg. 257, ll. 4-25). Mr. Mouzon testified that he

knew of two other people who would take Deceased in when Burns put him out, named Gene and Fred. (Hrg. Tr., pg. 258, l. 16 – pg. 259, l. 6).

On cross examination, Mr. Mouzon claimed that he didn't think Deceased had a drinking problem because he only drank on weekends. (Hrg. Tr. Pg. 264, ll. 8-17). Mr. Mouzon did not know that Deceased had gotten into so much trouble with drinking and driving; nor did he know that the arguments between Deceased and Burns were over his drinking. (Hrg. Tr. Pg. 266, ll. 3-15). Mr. Mouzon had no knowledge of Deceased giving his debit card to Yvonne to withdraw cash to go around and pay their bills each week. (Hrg. Tr., pg. 267, ll. 15-25). He also did not know that Deceased's other friends named Chelsey and Gene who occasionally picked up Deceased on the way to work, would not allow him to stay with them due to his drinking problem. (Hrg. Tr. Pg. 273 ll. 1-10 – Pg. 274, ll. 1-7).

Frederick Childers

Fredrick Childers has lived in Greeleyville, South Carolina all his life (43 years). (Hrg. Tr. pg. 276, ll. 1-9). Mr. Childers knew Deceased since they were kids. (Hrg. Tr. pg. 276, ll. 15-16). As adults, they spent every weekend, and sometimes during the weekdays, together. (Hrg. Tr. pg. 276, 22-25). The witness testified that the last time he talked to Ms. Burns was yesterday. (Hrg. Tr. pg. 280, ll. 17-19). Ms. Burns called and said, "don't say nothing to enhance yourself or don't say nothing that you don't want to say." (Hrg. Tr. pg. 281, ll. 3-4).

Mr. Childers testified that Deceased never indicated to him that Deceased was married or engaged to Ms. Burns. (Hrg. Tr. pg. 277, 12- pg. 278, ll.1-2). He explained that in order for Deceased to stay at Ms. Burns' house, he had to give her his debit card. (Hrg. Tr. pg. 282, ll. 5-8). He further testified, "[if] the card go to go, [he] got to go." (Hrg. Tr. pg. 282, ll. 8-9). The witness recalled a time when he took Deceased to the bank to withdraw some money, but was unable to do so because Ms. Burns took all his money and left him \$25. (Hrg. Tr. pg. 282, ll. 14-

20). A lot of the arguments between Deceased and Ms. Burns were about money. (Hrg. Tr. pg. 282, ll. 21-22).

Prior to his death, Deceased had an apartment at 737 McMillan road next door to Azalee. (Hrg. Tr. pg. 283, ll. 9-13). When Deceased's apartment deteriorated, he continued to get his mail at 737 McMillan from Azalee. (Hr. Tr. pg. 284, ll. 7-9). Mr. Childers would often have to go over to Ms. Burns' house to get Deceased when she kicked him out. (Hrg. Tr. pg. 278, ll. 15-22). In 2013, the last year of Deceased's life, Ms. Burns put Deceased out "just about every weekend". (Hrg. Tr. pg. 279, ll. 2-5). Mr. Childers would drive Deceased to his mother's or Sam Mouzon's house. (Hrg. Tr. pg. 279, ll. 13-14). Deceased stayed with him one night. (Hrg. Tr. pg. 279, ll. 18). Mr. Mouzon testified that at least ten times within the last year of Deceased's life, he had to pick up Deceased from Ms. Burns' house. (Hrg. Tr. pg. 280, ll. 4-9). He characterized it as "so often". (Hrg. Tr. pg. 280, ll. 9).

On cross-examination, the witness testified that Deceased loved Ms. Burns, and she loved him, (Hrg. Tr. pg. 286, ll. 20-23); however, he never heard Deceased refer to Ms. Burns as his wife. (Hrg. Tr. pg. 287, ll. 6-8). The witness explained that Deceased always complained to him about Ms. Burns spending his money. (Hrg. Tr. pg. 287, ll. 13-24). Mr. Mouzon testified that both Deceased and Ms. Burns would drink a lot. (Hrg. Tr. pg. 289, ll. 12-13). He explained that every weekend Ms. Burns would throw him out. (Hrg. Tr. pg. 293, ll. 5-7).

On redirect, the witness testified that Deceased stayed at a number of places, including with Ms. Burns, Ms. York, Mr. Mouzon, and Azalee, due to Deceased and Ms. Burns' volatile relationship. (Hrg. Tr. pg. 295, ll. 3-20). Deceased had clothes at Azalee's house and he also ate meals at Azalee's and his mother's houses. (Hrg. Tr. pg. 295, ll. 21- pg. 296, ll. 1).

Azalee York

Azalee York is the sister of Ms. Shirley York and, accordingly, she was Deceased's aunt. (Hrg. Tr. pg. 299, ll. 10-14). Azalee is 59 years old. (Hrg. Tr. pg. 299, 8-9). Deceased and Azalee

had a close relationship. (Hrg. Tr. pg. 299, ll. 15-17). Over the last three years, Deceased would come see her about three times a week. (Hrg. Tr. pg. 299, ll. 18-25).

Azalee currently lives at 2 Hope Harbor Drive, Greeleyville, South Carolina. (Hrg. Tr. pg. 300, ll. 1-2). She has been living there for about a year and three or four months. (Hrg. Tr. pg. 200, ll. 5-7). Deceased would come to her apartment to pick up his mail and eat meals. (Hrg. Tr. pg. 300, ll. 13-20). Prior to her moving to her new apartment, Azalee lived at 737 McMillan Road. (Hrg. Tr. pg. 300, ll. 21-25). That apartment was a duplex, with her and her immediate family living on one side, and Deceased living on the other. (Hrg. Tr. Pg. 301, ll. 3-13). Before Deceased resided there on his own, it was his family home where he lived with his mother, and his brothers, Tyrone and Quinton. (Hrg. Tr. Pg. 301, ll. 12-20). When Deceased was living at the duplex, Azalee would see him every day. (Hrg. Tr. Pg. 302, ll. 1-6). After moving from that home, Deceased would come by the witness' house for lunch and to check his mail since he only worked three miles down the street. (Hr. Tr. Pg. 302, ll. 10-21). She stated that Deceased preferred to receive his mail at her house because he did not trust Ms. Burns with his mail. (Hr. Tr. Pg. 302, ll. 22-25 – Pg. 303, ll. 1-5).

Azalee stated that Deceased lived multiple places, including with Sam Mouzon, Fred Childers, Gene Bright, Yvonne Burns, and his mother. (Hrg. Tr. Pg. 304, ll. 15-24). The reason Deceased had to stay multiple places was because he would have nowhere to go when Burns put him out. (Hr. Tr. Pg. 305, ll. 5-10). This was the normal pattern of their relationship. (Hr. Tr. Pg. 306, ll. 1-7). Deceased told the witness not to let anyone know, particularly Burns, that he received his mail at Azalee's house. (Hr. Tr. Pg. 306, ll. 14-25). She complied with his request and did not tell anyone. (Hr. Tr. Pg. 306, ll. 21-25).

The witness stated that several of the arguments between Deceased and Burns were about money. (Hr. Tr. Pg. 307, ll. 1-5). She recalled once instance where Deceased asked if his bank statement came in the mail as he was looking for the amount of money in his savings for

Christmas. (Hr. Tr. Pg. 307, ll. 6-13). When the statement came, he discovered that Burns had taken the money out the bank and painted her house without his permission. (Hr. Tr. Pg. 307, ll.14-25).

Azalee testified that Deceased's drinking was also a source of arguments between Deceased and Burns. (Hr. Tr. Pg. 308, ll. 14-15). She acknowledged that she knew Deceased received DUI's due to his excessive drinking, and he lost his license. (Hr. Tr. Pg. 309, ll. 1-12). Because Deceased didn't drive, he felt like it made more sense to transfer his car title to Ms. Burns, as they agreed that Burns would take him back and forth to work. (Hr. Tr. Pg. 309, ll. 8-15). Despite this, Deceased never told Azalee that he was married, engaged, or getting engaged to Burns; nor did he ever refer to her as his wife. (Hr. Tr. Pg. 310, ll. 10-25). The witness knew they had a tumultuous relationship, as she was one of his closest aunts and he told her about the ups and downs of the relationship. (Hr. Tr. Pg. 311, ll. 1-25). Deceased talked about the relationship with Azalee, and she often asked him why they didn't just break up because it wasn't a healthy relationship. (Hr. Tr. Pg. 314, ll. 13-24). She stated that Deceased kept his clothes at her house because he never relinquished his side of the duplex. (Hr. Tr. Pg. 315, ll. 3-9). When that side of the duplex began to deteriorate, he just kept his clothes on her side of the duplex, even living with her at one point in time. (Hr. Tr. Pg. 315, ll. 11-18). She fed him, washed his clothes every weekend, and stated that she sorely misses him. (Hr. Tr. Pg. 316, ll. 1-8).

On cross examination, Azalee unequivocally stated that while she and Deceased were close, she was not a replacement for his mother. (Hr. Tr. Pg. 316, ll. 16-24). She admits that she is unsure in which year the Christmas fund situation happened, but stated that it was in recent years. (Hr. Tr. Pg. 318, ll. 1-14). She does not think Deceased had a drinking problem, but admits he did get into trouble because of his drinking. (Hr. Tr. Pg. 318, ll. 12-25). The witness points out that Burns was a drinker as well, and she had seen her drink before at her cousin's house. (Hr. Tr. Pg. 320, ll. 1-7). She also wanted to make it clear that she gave Deceased his

mail when he came to her house and that she did not entrust his mail to anyone else. (Hr. Tr. Pg. 321, ll. 2-17). She also denies knowing anything about the situation involving Deceased, his mother, and his brother, Tyrone, where Tyrone told Deceased not to come to the house if he had been drinking. (Hr. Tr. Pg. 321, ll. 18-25). Azalee reiterated that while Deceased did get checks, such as his tax refund check, mailed, she did not know what he did with the money. (Hr. Tr. Pg. 322, ll. 12-22).

On re-direct, the witness stated that she had never been to Burns' house as Burns was not close with the York side of the family. (Hr. Tr. Pg. 323, ll. 13-25). She admits that the Christmas fund situation had to have been the last year that Deceased was alive, and that would have been Christmas 2012. (Hr. Tr. Pg. 324, ll. 16-20).

Kim York Smith

Ms. Smith is a first cousin of Deceased, and they had a very close relationship. (Hr. Tr. Pg. 325, ll. 21-25). Ms. Smith is Azalee York's daughter, so she grew up in the same duplex as Deceased. (Hr. Tr. Pg. 326, ll. 9-17). Ms. Smith is married with two children, and she presently resides in Moncks Corner, Berkeley County. (Hr. Tr. Pg. 326, ll. 20-25- pg. 327, ll. 1). Ms. Smith is a housewife, and she is able to travel to Greeleyville to see her mother three to four times a week, at which times she would often see Deceased. (Hr. Tr. Pg. 327, ll. 14-25). Ms. Smith states that she was very familiar with the mail situation, and that Deceased trusted her mother, Azalee, with his personal information. (Hr. Tr. Pg. 328, ll. 7-20). The witness and Deceased were very close as cousins, and he often expressed to her that he was tired of Burns putting him out the house, and he felt as if he was being used. (Hr. Tr. Pg. 329, ll. 14-22). During one of their conversations in 2010, Ms. Smith says Deceased told her of two things he would never do with Burns and that was marry her and have children with her. (Hr. Tr. Pg. 331, ll. 2-9). She said he felt like this because nothing was ever good enough for Burns and he was

tired of being used. (Hr. Tr. Pg. 331, ll. 16-25). Deceased never called Burns his fiancé, wife, or anything of the kind. (Hr. Tr. Pg. 332, ll. 9-24).

Ms. Smith recalls a particular time in October or 2013 when she ran into Burns in the parking lot of the Dollar General when Burns was, in her opinion, drunk. (Hr. Tr. Pg. 333, ll. 5-19). She came to this conclusion because Burns exhibited slurred speech, imbalance, and Ms. Smith smelled alcohol on Burns' breath. (Hr. Tr. Pg. 333, ll. 5-19). In that conversation, Ms. Smith says Burns told her that she wished she had married Deceased, and she could not stop crying. (Hr. Tr. Pg. 333, ll. 18-21).

On cross-examination, the witness said Deceased would spend more nights with her mother than with Burns up until the year he died. (Hr. Tr. Pg. 335, ll. 6-20). Ms. Smith was aware that Deceased had lost his license because of drinking, but she didn't think he was an alcoholic. (Hr. Tr. Pg. 336, ll. 10-19). She also did not know that Deceased had transferred the title of his car to Burns, or that he signed a home improvement contract with her to remodel Burns' house. (Hr. Tr. Pg. 336, ll. 20-25, Pg. 337, ll. 1-15). Ms. Smith did not know that Deceased and Burns signed the contract with the last name York. (Hr. Tr. Pg. 338, ll. 4-6). Ms. Smith admits to hearing something about the two of them telling Mr. Wilder that they were getting married. (Hr. Tr. Pg. 338, ll. 22-25- 339, ll. 1-4). Ms. Smith was aware that Burns kept the debit card and cleaned out Deceased's account every Friday (payday) without his consent. (Hr. Tr. Pg. 339, ll. 14-23). Ms. Smith said she did not know what Burns did with the money, and even if she was paying bills, she took the money without Deceased's consent. (Hr. Tr. Pg. 340, ll. 10-24).

On re-direct, Ms. Smith clarified that her mother stopped Deceased from staying with her because her new apartment had strict rules and regulations against extra people staying overnight. (Hr. Tr. Pg. 341, ll. 7-21).

Shirley York

Ms. York testified that her date of birth is March 23, 1954 and she is 60 years old. (Hrg. Tr., pg. 5, ll. 4-9). She is unmarried, and is the mother of Deceased. (Hrg. Tr., pg. 5, ll. 10-18). She has two other sons besides Deceased: Tyrone York and Quinton Lamont York. (Hrg. Tr., pg. 5, l. 19 – pg. 6, l. 22). Deceased's father is Freddie Scott. (Hrg. Tr., pg. 7, ll. 11-15).

Ms. York testified that she did not have any formal education at any point in her life because, as she explained it, she had problems learning to talk as she grew up. (Hrg. Tr., pg. 8, l. 24 – pg. 10, l. 22). She explained that, even after learning to talk at about age 12, she still did not go to school. (Hrg. Tr., pg. 10, l. 20 – pg. 12, l. 11). Ms. York also explained that in addition to the problem with speaking, she also was diagnosed with heart failure, styroid (sic) [and] diabetes." (Hrg. Tr. pg. 11, ll. 12-22). She is on Social Security Disability and maintains that it is due to a heart condition. (Hrg. Tr., pg. 14, l. 17 – pg. 15, l. 11). Ms. York has also never formally worked in her life. (Hrg. Tr., pg. 15, l. 13 – pg. 16, l. 2).

The witness identified an "apartment" or "duplex" at 737 McMillan Road as the place where she raised her children. (Hrg. Tr., pg. 16, ll. 3-25). She explained that she and her family lived on one side of the duplex, while her sister, Azalee, and her children lived on the other side. (Hrg. Tr., pg. 17, ll. 1-21). She lived and raised her children at this address before moving to Gibson Road, but she now lives at 629 McMillan Road, in Tyrone's trailer. (Hrg. Tr., pg. 17, l. 22 – pg. 18, l. 17). She stated that she lived with Deceased at the 737 McMillan Road address until he was in high school at C.E. Murray. (Hrg. Tr., pg. 19, l. 18 – pg. 20, l. 8). After dropping out of high school in the eleventh grade, Deceased went to work at "Longs Plantation" (sic) and continued living with his mother over approximately the next 10 years. (Hrg. Tr., pg. 21, l. 15 – pg. 23, l. 24). Over time, Ms. York's children moved out and she moved to a house on Gibson Road, where she lived for two years, while Deceased stayed at 737 McMillan Road. (Hrg. Tr., pg. 23, l. 21 – pg. 25, l. 24).

Ms. York does not know exactly when a relationship between Deceased and Yvonne Burns (hereinafter "Burns") began, but stated that they were "off and on" for an indeterminate amount of time. (Hrg. Tr., pg. 29, ll. 5-22). However, she was able to recall Burns "throwing [Deceased] out" of the house "every week," causing Deceased to return to Ms. York's house to stay. (Hrg. Tr., pg. 30, ll. 2-24). The witness testified that Deceased would have to come to her house at least once a week and added that she did not consider Deceased and Burns to be in a relationship because of the volatile nature of their relationship. (Hrg. Tr., pg. 31, l. 17 - pg. 33, l. 4). In fact, Burns never indicated to Ms. York that she and Ms. York's son were married. (Hrg. Tr., pg. 33, l. 14 - pg. 34, l. 1). Further, the witness stated that Deceased and Burns, together, never went to Ms. York's house together for any reason. (Hrg. Tr., pg. 34, ll. 2-16). She confirmed that she paid for all of Deceased's funeral expenses, and that Burns did not pay for or offer to help with any funeral planning, including dressing the body. (Hrg. Tr., pg. 35, l. 11 - pg. 37, l. 5). Deceased's mother stated that she never knew Burns to use the last name York. (Hrg. Tr., pg. 37, ll. 6-8). She again stated that she did not consider Burns to be married to Deceased, adding that Burns was not her daughter-in-law and that they were not close at all. (Hrg. Tr., pg. 38, ll. 9-17).

With regard to Deceased helping her financially, Ms. York testified that Deceased would monthly give her money for her bills, groceries, the Laundromat, and the pharmacy. (Hrg. Tr., pg. 38, l. 18 - pg. 39, l. 25). She stated that he would regularly give her \$50-60. (Hrg. Tr., pg. 40, ll. 4-9). She added that she was on Social Security and sometimes didn't have enough money to support herself, but Deceased and his brother, Tyrone, would help her out. (Hrg. Tr., pg. 40, ll. 10-25). Regarding Deceased's personal finances and bills, Ms. York stated that she does not know anything about them. (Hrg. Tr., pg. 41, ll. 1-4). Finally, Ms. York testified that Burns never mentioned any engagement or wedding parties, or any plans to marry Deceased at any point whatsoever. (Hrg. Tr., pg. 41, ll. 5-20).

On cross-examination, Ms. York testified that when her children were young, she did not work nor handle her own money, but that she provided for her children by herself. (Hrg. Tr., pg. 42, l. 24 – pg. 44, l. 22). She explained that even though she is on Social Security and Medicare, those programs do not cover all of her doctor bills or pharmacy bills. (Hrg. Tr., pg. 44, l. 23 – pg. 45, l. 8). She added that she pays her own light and water bills. (Hrg. Tr., pg. 45, l. 17 – pg. 46, l. 3).

The witness explained that Towanda Williams' father lived in Ms. York's front yard, and that Ms. Williams lived there, too, before her father died. (Hrg. Tr., pg. 46, l. 17 – pg. 47, l. 22). Ms. York also testified that Deceased and Ms. Burns did not "live" together. (Hrg. Tr., pg. 48, l. 20-21). She added that Deceased still lived and kept clothes and furniture at 737 McMillan Road during the time that he would sometimes stay with Burns. (Hrg. Tr., pg. 51, l. 1 – pg. 54, l. 5). Ms. York also stated that Deceased would come stay with her in the years after 2011, and even after Tyrone told Deceased not to stay at Ms. York's house anymore. (Hrg. Tr., pg. 54, l. 6 – pg. 56, l. 2).

Ms. York explained that she used to work for J.P. Gowan, but that she has not worked for him in upwards of three years. (Hrg. Tr., pg. 56, l. 8 – pg. 57, l. 3). She testified that various people, some known to her and some not, would bring Deceased to her house so that he could take out her trash. (Hrg. Tr., pg. 62, l. 8 – pg. 63, l. 3). The witness reiterated that she had never known Burns to use Deceased's last name as her own, adding that she knows nothing about the Wilder Brothers furniture contracts because she was not present for their creation. (Hrg. Tr., pg. 63, l. 4 – pg. 65, l. 5).

Deceased's mother testified that she was dependent on Deceased before his death. (Hrg. Tr., pg. 65, l. 7 – pg. 68, l. 12). She also knew the address of the house where Deceased would stay with Burns to be 556 Broomstraw Road, although she testified that she had only been there once because Burns did not like her. (Hrg. Tr., pg. 68, l. 13 – pg. 69, l. 1). She added that Tyrone

did not approve of the lifestyle Deceased and Burns led when they were together. (Hrg. Tr., pg. 69, ll. 2-10). Ms. York concluded cross-examination by stating that she and Tyrone had not talked about the case, save for one brief conversation discussed in her deposition about the need to continue with this case. (Hrg. Tr., pg. 70, l. 6 – pg. 72, l. 24).

On redirect examination, Ms. York explained that Tyrone, as a preacher, did not approve of Deceased's lifestyle with Burns because they were living together outside of marriage, but that Tyrone and Deceased still loved each other. (Hrg. Tr., pg. 72, l. 23 – pg. 75, l. 8). She also stated that Ms. Williams moved to High Point, North Carolina for a period before returning to South Carolina. (Hrg. Tr., pg. 75, l. 14 – pg. 76, l. 1). Williams' father, Lee Mile Chism (sic), did work on Ms. York's house and lived very close to her. (Hrg. Tr., pg. 76, ll. 2-23). She does not recall when he died, but concluded by stating that Williams stayed in South Carolina after her father's death. (Hrg. Tr., pg. 77, ll. 2-11).

Ms. York was the last witness offered in support of the claimant's case.

ON BEHALF OF BURNS:

Hearing Transcript Volume I

Gerald Wilder

Gerald Wilder was the first to testify on behalf of Ms. Burns and his testimony was taken out of order, because of time constraints. Mr. Wilder works at Wilder Brothers Williamsburg House (herein referred to as "Wilder Brothers") in Greeleyville, South Carolina. (Hrg. Tr. pg. 58, ll. 21-22). Wilder Brothers is a furniture store. (Hrg. Tr. pg. 59, ll. 2). Mr. Wilder testified that on May 11, 2012, Deceased and Ms. Burns visited Wilder Brothers. (Hrg. Tr. pg. 60, ll. 23- pg. 61, ll. 1). Deceased entered into contract 275902 as the obligor/debtor for a TV. (Hrg. Tr. pg. 61, ll. 12-15). Deceased signed the contract and listed his address as 556 Broomstraw Road, Lane, South Carolina. (Hrg. Tr. pg. 61, ll. 15-19). Mr. Wilder delivered the TV to the address given.

(Hrg. Tr. pg. 62, ll. 11-14). Mr. Wilder testified that "[he] understood that [Deceased and Ms. Burns] lived together from them coming in together, and they both looked at the TV together and decided that's what they wanted." (Hrg. Tr. pg. 62, ll. 8-10). After May 18, 2012, Deceased and Ms. Burns would "come together, and sometimes [Ms. Burns] would come in and bring the payment." (Hrg. Tr. pg. 62, ll. 18-20). Mr. Wilder further testified that on November 13, 2012, Deceased and Ms. Burns came into Wilder Brothers to pick and buy furniture. (Hrg. Tr. pg. 63, ll. 4-10). Either Deceased or Ms. Burns told Mr. Wilder that "they were getting married in a couple weeks." (Hrg. Tr. pg. 63, ll. 20-23, pg. 64, ll. 15-17). Mr. Wilder suggested to Ms. Burns that she sign her name as "Yvonne York," rather than her legal name. (Hrg. Tr. pg. 64, ll. 1-8). Mr. Wilder told Ms. Burns, "[I]f you're getting married in a couple weeks [there is] no need to have to go through all this rigmarole and having it changed." (Hrg. Tr. pg. 64, ll. 3-6). The testimony indicates that this conversation took place November 13, 2012. Between November 13, 2012 and August 26, 2013 (the date of Deceased's death), there were no further conversations with regard to whether Deceased and Ms. Burns were actually married or not. (Hrg. Tr. pg. 80, ll. 2-6). Mr. Wilder later found out Deceased died on August 26, 2013. (Hrg. Tr. P. 74, ll. 2-3) He also found out after Deceased's death that Deceased and Ms. Burns never got married. Mr. Wilder testified about the following conversation with Yvonne Burns:

A: Well, after he passed I found out – she came in – and found out they did not get married. I said, "Well, if you're not..."—

Q: How did you find that out?

A: She told me.

Q: When?

A: Must have been at this time. And —

Q: After he died?

A: After he died. And I said, "Well, since your name is not really and legally York, let's go ahead and put a contract in your name so everything will be official." So we went and put the contract back as Yvonne Burns.

(Hrg. Tr. Pg. 66, ll. 1-13). Consequently, he had Ms. Burns resign the contract as "Yvonne Burns." (Hrg. Tr. pg. 66, 9-11).

Althonia Rodgers

Althonia "Al" Rodgers was called as a witness by Yvonne Burns. He worked with Deceased at Longlands Plantation. (Hrg. Tr. pg. 83, ll. 9). Rodgers and Deceased worked together at Longlands Planation for roughly twenty years. (Hr. Tr. pg. 83, ll.14-16). Outside of working together, Deceased and Mr. Rodgers socialized together very often. (Hr. Tr. pg. 83, ll. 17-19). Mr. Rodgers testified that he has known Deceased for "just about all [Deceased's] life." (Hr. Tr. pg. 83, ll. 1-2) He testified that prior to Deceased's death, Deceased had been living with Ms. Burns at least six or seven years. (Hr. Tr. pg.84, ll. 6-12).

Mr. Rodgers described Deceased's relationship with Ms. Burns as "[l]ike they were married" (Hr. Tr. pg. 87, ll. 7). Mr. Rodgers testified that Yvonne handled Deceased's debit card and money. (Hr. Tr. pg. 90, ll. 1-8). Mr. Rodgers thought Ms. Burns and Deceased were in a marriage-like relationship because Deceased gave the title to his car to Ms. Burns. (Hr. Tr. pg. 123, ll. 11-14). He admitted that he did not know what bills Ms. Burns pays. (Hr. Tr. pg. 106, ll.5-7). Neither did Mr. Rodgers know what bills Deceased and Ms. Burns had together. (Hr. Tr. pg. 106, ll. 20-23). Mr. Rodgers was aware that Deceased filed income taxes separately and represented to the United States Government that he was single. (Hrg. Tr. pg. 110, ll. 1-9). He also initially testified that Ms. Burns was an authorized user of Deceased's debit card. When questioned further, he said he was surprised to learn that she was not.

Mr. Rodgers testified regarding his knowledge of Deceased's income tax return filings:

Q: You just testified that you were familiar with Timothy Burns (sic) and that he filed an income tax return, correct?

A: Yes, Ma'am.

Q: And I also understood you to testify that you knew that he filed – well, you know that – do you know if he filed as a married person, or do you know if he filed as a single person?

A: He filed as a single person.

(Hrg Tr. pg. 109, ll. 17-25). When questioned further about Deceased's representations, he indicated:

Q: No, I'm asking not about you; I'm asking did he represent to the United States government in his income tax returns that he was single?

A: That's right.

(Hrg. Tr. Pg. 110, ll. 6-14).

Mr. Rodgers also testified that Deceased transferred the title to his Oldsmobile vehicle to Ms. Burns because he had been arrested at least three times for driving under the influence. (Hr. Tr. pg. 123, ll. 16-24). As a result, Deceased lost his license and ultimately turned the title to Ms. Burns at her address because he could not drive. (Hr. Tr. pg. 124, ll. 1-10).

Mr. Rodgers also confirmed that Deceased would go over to Azalee's for lunch two to three times a week, and that he often accompanied him. (Hr. Tr. pg. 119, ll. 11-16). Deceased received his mail at Azalee's residence. (Hr. Tr. pg. 119, ll. 17-18). Deceased would go over to Azalee's at lunch house, check his mail, and then leave his mail at her residence. (Hr. Tr. pg. 120, ll. 11-14).

Mr. Rodgers testified that Deceased and Ms. Burns were never married, but were supposed to get married. (Hrg. Tr. pg. 113, ll. 8-11). A wedding date was never set; they were just still living together. (Hrg. Tr. pg. 113, ll. 14-18). His testimony included the following:

Q: And in response to his questions about their relationship it was your impression that they never were married but were supposed to get married?

A: Yes, ma'am.

Q: When were they supposed to get married?

A: Hadn't set a date.

Q: They never set a date to get married?

A: No, Ma'am.

Q: Okay; all right. They were just still living together?

A: Yes, Ma'am.

Q: As far as you – and you saw them every day?

A: Not every day. I saw Blue every day.

Q: That's what I'm asking about. You saw Blue every day?

A: Yes, Ma'am.

Q: Okay. And based upon you seeing Blue every day, it's your testimony here today that they never got married, but they were going to get married sometime in the future?

A: Yes, Ma'am.

Q: Okay. And you don't know when in the future that was?

A: No, Ma'am.

Q: But they never got married because —

A: They never got married.

Q: And that's because he died?

A: That's right.

Q: Okay. As far as you know, did they ever have an engagement party?

A: No, Ma'am.

Q: As far as you know, did she ever have an engagement right?

A: No ma'am.

(Hrg. Tr. pg. 113, l. 8 – pg. 114, l. 16).

When Deceased and Ms. Burns had a dispute, Mr. Rodgers testified that Deceased would stay over Ms. York's house (Hr. Tr. pg. 98, ll.1-4). Ms. Burns would put Deceased out of her house quite frequently. (Hr. Tr. pg. 126, ll. 10-12). Specially, Mr. Rodgers testified that Ms. Burns would put Deceased out of her house once a month. (Hr. Tr. pg. 143, ll. 14). Mr. Rodgers would go to Ms. Burn's house to pick up Deceased and take him to other places to spend the night. (Hr. Tr. pg. 128, ll. 23- pg. 129, ll. 1). Deceased would then stay with Azalee, Ms. Shirley York or Mr. Mouzon. (Hr. Tr. pg. 129, ll. 2-9). Mr. Rodgers recalls one situation where Ms. Burns threw all of Deceased's clothes across her front yard. (Hr. Tr. pg. 129, ll. 14- 19). Mr. Rodgers helped Deceased pick up his clothes and afterwards took him somewhere else to stay. (Hr. Tr. pg. 129, ll. 20-25). Mr. Rodgers testified that Deceased and Ms. Burns had an "up-and-down" relationship. (Hr. Tr. pg. 130, ll. 8-14). Mr. Rogers testified that during their off and on relationship, Ms. Burns would put him out at least once per month. (Hrg Tr., pg. 143, ll. 10-14). Mr. Rodgers further testified that he told Deceased, "Y'all need to quit and get y'all stuff straight. I'm tired of it." (Hr. Tr. pg. 132, ll. 7-8).

Hearing Transcript Volume II

Pamela Jean Johnson

Pamela Jean Johnson was called as a witness by Ms. Burns. She lives at 149 Heinemann Road, Salters, South Carolina, "Not even a quarter mile" from Burns at 556 Broomstraw Road in Lane. (Hrg. Tr., pg. 79, ll. 1-9). She knows Ms. Burns primarily through her husband, Dennis Johnson, who grew up with Ms. Burns, attended school with Ms. Burns and works on her car when needed. The primary relationship was between her husband, Dennis Johnson, and Ms. Burns. Ms. Johnson testified that she has a "neighbor relationship" with her. (Hrg. Tr., pg. 79, ll. 10-19). She said she also knew of Deceased because her dad, Jerry McKenzie, was in the boat with Deceased, prior to his death. Her dad was working with Deceased when the boat capsized. (Hrg. Tr., pg. 81, ll. 1-10). She explained that she and her husband have had Deceased and Burns to their home and that she would occasionally speak to Burns or "blow the horn" when driving past. (Hrg. Tr., pg. 79, l. 20 - pg. 80, l. 6).

Additionally, Ms. Johnson works for Low Country Loans where Deceased had an account. (Hrg. Tr., pg. 80, ll. 13-15). She testified that Burns would be with Deceased when he came to make loan payments. (Hrg. Tr., pg. 81, l. 20 - pg. 82, l. 6). She explained that a loan could be renewed after 91 days and three payments and stated that Burns would sometimes drop off a payment for Deceased if he couldn't get off of work in time to do it himself. (Hrg. Tr., pg. 84, l. 3 - pg. 85, l. 1). The witness stated that she "always thought" Deceased and Burns were married, but could not explain this feeling with any explicit examples, understanding or stated reasoning. (Hrg. Tr., pg. 85, l. 4 - pg. 86, l. 2). She testified that she had seen Deceased living on Broomstraw Road for seven years, but added, "I don't know if I would have known if he'd been gone for a period of time." (Hrg. Tr., pg. 87, l. 11 - pg. 88, l. 3). Ms. Johnson went on to testify that she "thought" that the Ms. Burns and Deceased were married.

On cross-examination, claimant's counsel questioned Ms. Johnson regarding the basis for her belief that Deceased was married to Ms. Burns. In terms of their social relationship, Ms. Johnson testified that Deceased and Burns had never come to her house as a couple for any

social events including, birthday parties, dinners, bible studies, barbeques or special occasions. (Hrg. Tr., pg. 89, ll. 23 – 25; pg. 91, ll. 22-25). Her primary interaction with Deceased was regarding a loan that was secured by Deceased and Ms. Burns in her capacity as a loan officer with Low Country Loans. She confirmed the contents of a loan document listed in Yvonne Burns' APA submission as page 239. Although she "thought" they were married, she confirmed that the mailing address that she had in her file for Deceased's loan was 737 McMillan Road in Greeleyville rather than Burns' address on Broomstraw. (Hrg Tr. Vol 2, p. 94, ll. 13-25. She stated that the loan document ask whether Deceased had a spouse. The testimony was recorded as follows:

Q: Okay. And now with regard to marital status, I want you to take a look at this. Right under his name and address it ask about spouse; do you see that?

A: MM-HMM.

Q: Okay. And beside the word spouse, what does it say?

A: It says, "None."

(Hrg. Tr., pg. 95, ll. 5-6). Ms. Johnson was questioned further regarding whether Ms. Burns ever represented to her that she was married to Deceased.

Q: Okay. Did – has Yvonne ever represented to you that they are a married couple?

A: No, Ma'am.

Q: She has never to this day said to you -- and you're neighbors -- that "Timothy is my husband"?

A: No Ma'am.

(Hrg Tr., pg. 98, ll. 2-7). She also confirmed that the only last name that Yvonne used was "Burns" and that she has never known her to use the name "York." (Hrg. Tr. p. 99, ll. 3-10.)

When questioned regarding her familiarity with the personal lives of Deceased, she admitted that she did not know much about their finances, other than the information taken in the application. She specifically did not know who owned the house where Ms. Burns resided. (Hrg. Tr., pg. 88, l. 20 – pg. 89, l. 3). Further, the witness testified that she is not familiar with their personal lives. Specifically, she was unaware of Ms. Burns putting Deceased out of her house or with Deceased's history of DUIs. (Hrg. Tr., pg. 96, ll. 8-19). She was also not familiar with the finances of either Deceased or Burns. (Hrg. Tr., pg. 97, l. 11 – pg. 98, l. 1). Finally,

Ms. Johnson indicated that as a loan officer, it was a part of her job to update the customers mailing address and that Deceased never indicated that his address changed from 737 McMillan. She also indicated that if Deceased would have let her know that he was married, she would have updated her form. (Hrg. Tr. p 109, ll. 1-3) As to his mailing address, she testified:

A: We don't ask them. But we – when we renew our loans, if they tell us it's changed, we change it. If it hadn't changed, we just – it just goes – keeps going over.

Q: Okay. Did anyone change this address?

A: We were not told to change it. He didn't tell us to change it. So unless he tells us to change it, it stays the way it is.

Q: Because that's where the recipient wants their mail addressed; is that correct? You're assuming that?

A: Yes, Ma'am.

Q: Okay, all right. And so whatever address you have on file is typically the address that they want their mail sent to; is that correct?

A: Yes, Ma'am.

(Hrg. Tr., pg. 111, l. 20 – pg. 112, l. 9).

Towanda Williams

Towanda Denise Williams, also known as "Neicy", was called as a witness on behalf of Yvonne Burns. She lives at 680 McMillan Road in Greeleyville, South Carolina. (Hrg. Tr., pg. 114, l. 23 – pg. 115, l. 11). She is 41 years old, married twice, has two children, and testified that she is related to the York family. (Hrg. Tr., pg. 115, l. 15 – pg. 116, l. 4). Although she was born in Greeleyville, she moved to North Carolina in 1992 and moved back to Greeleyville in 2005 to live with and take care of her ill father until he passed away in 2008. (Hrg. Tr., pg. 116, l. 5 – pg. 117, l. 8). She and her father lived at 621 McMillan Road in Greeleyville (in close proximity to Ms. York, 629 McMillan Road). (Hrg. Tr., pg. 117, l. 13 – pg. 119, l. 7).

Ms. Williams testified that she had been very close with Deceased, her cousin, ever since they were children, as well as after her return to Greeleyville, even speaking at Deceased's funeral. (Hrg. Tr., pg. 119, l. 16 – pg. 120, l. 23). She also testified that she knows Burns, and that they became close upon her return from North Carolina. (Hrg. Tr., pg. 122, ll. 5-18). When the witness returned to Greeleyville in 2005, Deceased was still living at 737 McMillan Road, but he began staying with Burns within the next year. (Hrg. Tr., pg. 123, l. 22 – pg. 124, l. 17). She testified that Deceased and Burns were "together," but she admitted that she never went to "their" house to confirm that they were both living there. (Hrg. Tr., pg. 125, ll. 1-14). She added that there were times between 2005 and 2008 when Burns would kick Deceased out of her house for days at a time, but the witness could not recall with any certainty how often that occurred. (Hrg. Tr., pg. 125, l. 17 – pg. 236, l. 24).

Regarding Deceased's relationship with Burns, Ms. Williams testified that Deceased told her he was "going to marry [Burns]." (Hrg. Tr., pg. 127, ll. 17-20). She described that Deceased's drinking problem improved in the last year of his life. (Hrg. Tr., pg. 128, l. 1 – pg. 129, l. 7). She expressed her feelings that Deceased and Burns lived together "as husband and wife." (Hrg. Tr., pg. 129, l. 8 – pg. 130, l. 4). The witness stated that she had "a little knowledge"

regarding financial dealings between Deceased and Burns, but only elucidated by pointing to instances of Burns paying her own bills. (Hrg. Tr., pg. 130, ll. 5-20). When Deceased lost his license for DUI, he would get rides with several different people. (Hrg. Tr., pg. 131, ll. 5-24). Ms. Williams also testified as to one time when she heard Deceased refer to Burns as his wife. (Hrg. Tr., pg. 132, l. 2 – pg. 133, l. 3). She also described multiple times in which Deceased would not stay with Burns, but would be at the houses of Sam York or Sam Mouzon for days at a time. (Hrg. Tr., pg. 133, l. 4 – pg. 134, l. 5). After stating that she “could have” seen what was happening at Ms. York’s house, the witness testified that she never saw Deceased stay with his mother, adding that he would still visit and bring her food, however. (Hrg. Tr., pg. 137, l. 9 – pg. 138, l. 19). Deceased kept the apartment at 737 McMillan Road for years after 2005 and kept “clothes and stuff” at the house because he would stay there at times if he and Burns were having problems. (Hrg. Tr., pg. 139, l. 20 – pg. 141, l. 1).

Ms. Williams also testified unequivocally that “several times” in the months before his death—including within the last month of his life—Deceased told the witness that he was “going to marry [Burns].” (Hrg. Tr., pg. 151, l. 14 – pg. 154, l. 3).

Q: [W]ithin six month before he passed away would he have made that statement to you?

A: He said that a month before he passed away.

Q: Okay. So, let me get it straight. A month before he passed away ---.

A: Which was in July.

Q: ---He would have --- he would have told you that he was going to marry Yvonne but he has to stop drinking?

A: Yes.

Q: Okay. Is that a direct quote?

A: He said he's going to have to stop drinking; He's going to marry Yvonne.

Q: And that was within a month of his death?

A: Yes.

(Hrg. Tr., pg. 152, ll. 11-25). She later stated that sometimes he would say that he was married and other times he would say that he was getting married. She acknowledged that these were contradictory statements.

Ms. Williams had no knowledge of an engagement ring or an impending wedding between Deceased and Burns, because "they never talked to [her] about it." (Hrg. Tr., pg. 157, l. 1 – pg. 160, l. 6). Specifically, the witness testified, "I know they weren't married." (Hrg. Tr., pg. 160, l. 7 – pg. 161, l. 15). The witness also repeatedly testified that she did not have knowledge of Deceased's personal and familial relationships, finances, prior living arrangements, or even his funeral. (Hrg. Tr., pg. 162, l. 5 – pg. 165, l. 12). Yet, she testified that she lived in close proximity to Ms. Burns home and was aware of 3-4 times that Ms. Burns put him out during the last year of his life. (Hrg. Tr. p. 156 ll. 9-15) Further, she did not even know Burns' last name "until recently." (Hrg. Tr., pg. 165, l. 13 – pg. 166, l. 20).

Allen Cooper

Allen Cooper was called as a witness on behalf of Yvonne Burns. He testified that he lives across the street from Burns and has known Deceased for approximately ten years, and Burns since 1974. (Hrg. Tr., pg. 168, l. 14 – pg. 170, l. 1). Over the last couple of years, Mr. Cooper would talk to Deceased and Burns "in passing," but they never went to each other's houses. (Hrg. Tr., pg. 170, ll. 2-25). He testified to seeing Deceased in Burns' yard and described that they were "just like married" because they "do things." (Hrg. Tr., pg. 171, l. 3 – pg. 172, l. 7).

On cross, Mr. Cooper confirmed that his relationship was primarily with Burns. (Hrg. Tr., pg. 173, l. 13 – pg. 174, l. 4). He also testified that he did not actually know how long he had known Deceased. (Hrg. Tr., pg. 174, l. 5 – pg. 175, l. 2). He reiterated that he never socialized with Deceased and Burns ever in all the years he has known them as a couple, and admitted that he was not familiar with their relationship, Deceased's drinking, an impending marriage between the couple, their finances, or Burns' home. (Hrg. Tr., pg. 175, l. 3 – pg. 180, l. 1).

On redirect examination, the witness clarified that Deceased and Burns "did things together" and that was the reason he thought they were married. (Hrg. Tr., pg. 180, l. 12 – pg. 181, l. 5). Finally, though, he confirmed that Deceased never told him he was married to Burns in all the time they knew each other.

Q: In talking to him once a week, he never once said he was married to Yvonne?

A: No.

Q: Talking to him once a week, he never once called her his wife?

A: No.

Q: And so, the only reason that you thought that they might have been married is because they'd go places together and they shared a roof?

A: Yes.

(Hrg. Tr., pg. 181, ll. 11-22).

Mary McLaughlin

Mary McLaughlin was called as a witness on behalf of Yvonne Burns. She lives in Salters, South Carolina and is a cousin of Yvonne Burns, with whom she talks every day. (Hrg. Tr., pg. 183, l. 17 – pg. 185, l. 21). She testified that Deceased and Burns lived together for about five or six years. (Hrg. Tr., pg. 186, l. 12 – pg. 188, l. 25). Deceased and Burns were not legally

married, but they were "going to get married" within the next week after Deceased died. (Hrg. Tr., pg. 189, l. 7 – pg. 191, l. 24).

She testified to a contract between "M&H Contractors," Deceased, and Yvonne Burns for work done to Burns' home. (Hrg. Tr., pg. 193, l. 3 – pg. 194, l. 20). According to her, Ms. Burns and Deceased paid her a sum of money in exchange for the work done to Burns' house. (Hrg. Tr., pg. 196, l. 10 – pg. 198, l. 10). Ms. McLaughlin stated that Deceased referred to Burns as his wife beginning as soon as they "got back together." (Hrg. Tr., pg. 198, l. 11 – pg. 199, l. 4). She specifically stated that she thought they were in a common law marriage. (Hrg. Tr., pg. 200, l. 20 – pg. 201, l. 15). Burns would do everything for the couple—she paid the bills, shopped for groceries, etc. (Hrg. Tr., pg. 202, ll. 1-14). Ms. McLaughlin testified that Deceased spent weekends outside the home because of his drinking about five or six times in the last year before he died. (Hrg. Tr., pg. 202, l. 15 – pg. 204, l. 9).

The witness stated that Deceased gave Burns an "engagement ring" in May 2012. (Hrg. Tr., pg. 206, l. 22 – pg. 207, l. 24). Finally, she stated that Javon Burns was also dependent on Deceased "just because [he lived in the house]" where Deceased stayed. (Hrg. Tr., pg. 207, l. 25 – pg. 208, l. 6).

On cross, Ms. McLaughlin confirmed her previous statement that Deceased and Burns were never married to one another. (Hrg. Tr., pg. 209, l. 8 – pg. 210, l. 18). She stated that two other witnesses—Towanda Williams and Pam Johnson—discussed their testimony with her before she testified. (Hrg. Tr., pg. 210, l. 19 – pg. 211, l. 23). She is familiar with Deceased's drinking and with Burns "asking [Deceased] to leave" due to his drinking. (Hrg. Tr., pg. 212, ll. 2-23). The witness again confirmed that Deceased was never married and that he never married Burns, but that the two were engaged. (Hrg. Tr., pg. 212, l. 24 – pg. 214, l. 3). She also confirmed that Burns used her last name, rather than Deceased's, on the contract with the witness' business. (Hrg. Tr., pg. 214, l. 16 – pg. 215, l. 19). She did not know any specifics—

date, location, plans, etc.—regarding the upcoming wedding between Deceased and Burns. (Hrg. Tr., pg. 215, l. 20 – pg. 216, l. 13). Burns owned her home and Deceased did not own any part of the house. (Hrg. Tr., pg. 216, l. 14 – pg. 217, l. 10). Further, she again confirmed that Burns owned her house and that she has worked for “basically the entire time” the witness has known Burns. (Hrg. Tr., pg. 218, l. 16 – pg. 219, l. 12). Burns used her own last name—not Deceased's last name—on the home improvement contract, as well as on all of the receipts for payments made pursuant to that contract. (Hrg. Tr., pg. 219, l. 13 – pg. 220, l. 2). Ms. McLaughlin discussed testimony with Pamela Johnson and Towanda Williams. (Hrg. Tr., pg. 220, l. 15 – pg. 221, l. 2).

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Chris Battle

Chris Battle was called as a witness on behalf of Yvonne Burns. He lives in Kingstree, SC, and owns and operates a barber college and convenience store/bar and grill in Lane, SC. (Hrg. Tr. Pg. 5, ll. 2-20). Mr. Battle knew Deceased for about 15 years. (Hrg. Tr. Pg. 7, ll. 12-15). Mr. Battle also knew Yvonne Burns all his life as they are distant cousins. (Hrg. Tr. Pg. 8, ll. 6-13). Mr. Battle knew of Deceased and Yvonne's relationship as being a happy one, and from his knowledge they lived together for the past eight years, however he had never actually been to the house to really know that. (Hrg. Tr. Pg. 11, ll. 9-19). He would see the couple about 4-5 times a week because they would purchase items from the store after work. (Hrg. Tr. Pg. 12, ll. 13-20). If the couple didn't have money to pay for store items, Mr. Battle would start a tab for them that they would usually clear by the end of the week, which is the extent he knew of the couple's financial agreements. (Hrg. Tr. Pg. 13, ll. 18-25). Mr. Battle contends Deceased and Yvonne held themselves as a married couple because they were happy together and did things together, such as go out and party. (Hrg. Tr. Pg. 17, ll. 7-22). Mr. Battle had never seen Deceased with another

woman in the store, nor had he seen Yvonne with another man in the store (Hrg. Tr. pg. 21, ll. 19-25).

On cross, Mr. Battle stated he knew Yvonne's last name to be Beaufort, but he knew she had another last name that he couldn't remember. (Hrg. Tr. Pg. 23, ll. 10-19). Once the last name "Burns" was mentioned, he recognized that name and said that he has heard her call herself Yvonne Burns, but he only knew her as Yvonne Beaufort and nothing else, especially not York. (Hrg. Tr. Pg. 24, ll. 9-20). Mr. Battle and his wife were not socially interactive with Deceased and Yvonne. (Hrg. Pg. 28, ll. 12-24). Mr. Battle states Deceased referred to Yvonne as his "Old Lady," but does not know exactly how Deceased classified the relationship by calling her "Old Lady." (Hrg. Tr. Pg. 31, ll. 1-25). Neither Deceased nor Burns ever told the witness that they were married, but Deceased was apparently "inquiring about prices" for a reception at Mr. Battle's store "whenever he gets married." (Hrg. Tr., pg. 32, l. 1 – pg. 33, l. 12). Although Deceased never stated it would be a wedding reception, the witness knew that's what Deceased meant because he also said, "Eventually me and [Burns] are gonna (sic) tie this thing up." (Hrg. Tr., pg. 38, l. 24 – pg. 39, l. 18). Mr. Battle agreed, however, that just because two people look happy together, that does not mean they are married. (Hrg. Tr., pg. 35, l. 6 – pg. 36, l. 5). Neither Deceased nor Burns ever mentioned an engagement ring to the witness. (Hrg. Tr., pg. 36, ll. 18-21; pg. 37, ll. 13-18). The witness does not have any knowledge of Deceased's finances or the couple's personal life. (Hrg. Tr., pg. 40, l. 8 – pg. 41, l. 1).

On redirect examination, Mr. Battle stated that he was sure Deceased was referring to a wedding reception in their discussions about a nondescript reception. (Hrg. Tr., pg. 42, l. 5 – pg. 43, l. 5).

Yvonne Burns

Ms. Yvonne Burns testified on her own behalf that she lives at 556 Broomstraw Road in Lane, South Carolina; she is 47 years old. (Hrg. Tr., pg. 45, ll. 15-24). She stated that she has

been married twice, once to Leron Mitchum and once to Willie Burns. (Hrg. Tr., pg. 46, l. 14 - pg. 48, l. 4). In her current employment, she works as a nurse's aide for 50 hours per week, making \$10.47 per hour. (Hrg. Tr., pg. 48, l. 17 - pg. 49, l. 24). The father of her son, Javon, is "J.J. James Brewington," who supported Javon until age 18 and continues to do so now to an extent. (Hrg. Tr., pg. 50, l. 12 - pg. 51, l. 4).

Burns and Deceased first began seeing each other in the late 1990s, living together before they separated and eventually got back together. (Hrg. Tr., pg. 52, l. 18 - pg. 53, l. 18). Sometime after 2005, Deceased lost his driver's license due to DUIs, at which time, Deceased signed his car over to Burns. (Hrg. Tr., pg. 54, l. 13 - pg. 56, l. 16). Burns testified that Deceased's drinking and arguing would lead to him staying elsewhere "four to five time . . . within like a few months" before he lost his license. (Hrg. Tr., pg. 57, l. 22 - pg. 58, l. 13). Deceased previously lived at 737 McMillan Road, and he maintained the apartment, even keeping clothes and furniture there for a period of time, and he also continually received his mail at that address. (Hrg. Tr., pg. 58, l. 14 - pg. 60, l. 15). Several different people took Deceased to and from work after he lost his license. (Hrg. Tr., pg. 60, l. 16 - pg. 61, l. 16).

Burns testified that Deceased and Ms. York, Deceased's mother, did not have a good relationship, but added that she did not spend any appreciable time with the York family because she, herself, did not have a good relationship with them. (Hrg. Tr., pg. 63, l. 16 - pg. 65, l. 25). The witness recalled a conversation with Tyrone York when he told her that he had power of attorney. (Hrg. Tr., pg. 68, ll. 9-23). Deceased stayed with Sam York multiple times for periods of up to four nights at a time, but it was most often for weekends. (Hrg. Tr., pg. 68, l. 24 - pg. 70, l. 2). She testified that Deceased would most often stay with Eugene Bright or with "one of the two Sams," referring to Sam Mouzon or Sam York. (Hrg. Tr., pg. 71, l. 21 - pg. 72, l. 3).

Deceased's drinking improved in the last year or so of his life. (Hrg. Tr., pg. 70, ll. 3-11). Burns stated that she drinks but does not have a drinking problem. (Hrg. Tr., pg. 72, ll. 7-17).

Regarding Deceased's Christmas account, Burns testified that she took money to pay for Deceased's ASDAP classes. (Hrg. Tr., pg. 72, l. 18 – pg. 73, l. 5). Burns still has possession of Deceased's debit card, and described how she would take money from his account, and her own, to pay bills before giving him an allowance. (Hrg. Tr., pg. 73, l. 6 – pg. 75, l. 25). She described her bills, including various bills for indeterminate amounts, her individual bills for her personal vehicle and appurtenant insurance and upkeep, her own groceries, clothes, and uniforms. (Hrg. Tr., pg. 76, l. 1 – pg. 80, l. 16). She would also pay for a tab at witness Chris Battle's store, in addition to making payments on Deceased's Low Country Loans and Wilder Brothers accounts. (Hrg. Tr., pg. 81, l. 12 – pg. 82, l. 13). Burns testified about the Wilder Brothers furniture contracts, stating that she was with Deceased when the purchases were made, and that she purposely signed her name on the second contract as "Yvonne York" because she and Deceased "were going to get married" at the time she signed that contract. (Hrg. Tr., pg. 84, l. 7 – pg. 89, l. 42). She also explained that her uncle, Harry Beaufort—and not Mary McLaughlin—was present for the signing of a home improvement contract for work on Burns' house. (Hrg. Tr., pg. 89, l. 15 – pg. 91, l. 23). Deceased regularly made payments on his Low Country Loans account, but Burns would also use his money to make his payments on occasion that he could not make it to town to pay the bill himself. (Hrg. Tr., pg. 91, l. 24 – pg. 92, l. 16).

Prior to Deceased's death, Burns told people she and Deceased "were getting married." (Hrg. Tr., pg. 93, ll. 10-19). She explained that her relationship with Deceased was "more a marriage (sic)" than her actual marriages, but based that only on the fact that Deceased treated her well. (Hrg. Tr., pg. 94, ll. 3-8). Deceased gave Burns an engagement ring on her birthday, May 7, 2012, at which point she agreed to marry him in the future, although she says that she did not tell many people. (Hrg. Tr., pg. 94, l. 11 – pg. 95, l. 22). She states that she has not dated any men since Deceased died. (Hrg. Tr., pg. 95, l. 23 – pg. 96, l. 9). Burns again confirmed that

Deceased would spend a few nights at a time outside of her house, but it seemed to get better in the short while before his death. (Hrg. Tr., pg. 97, ll. 11-25).

On cross examination, the witness testified that she had a child, Crystal Mitchum, by her first husband, whom she divorced in 1987. (Hrg. Tr., pg. 99, l. 18 – pg. 100, l. 20). However, she was also pregnant with her second child, Deon Beaufort, whose father was Tracey Wilson, prior to her first divorce. (Hrg. Tr., pg. 100, l. 22 – pg. 102, l. 20). Mr. Mitchum filed for divorce from Burns for desertion and Mr. Mitchum was ordered to pay \$150 per month in child support for Crystal Mitchum, while Mr. Wilson was ordered to pay child support for Deon Beaufort. (Hrg. Tr., pg. 102, l. 21 – pg. 104, l. 4). Her second husband, Willie Burns, divorced her on the grounds of desertion in 1993. Although they had no children together, her son, Javon, was born while she was still married to Mr. Burns. (Hrg. Tr., pg. 106, l. 8 – pg. 107, l. 9). Ms. Burns testified in her deposition that Javon's father, James Brewington, voluntarily pays \$200 to \$250 per month in child support. It was brought to the Court's attention that the second divorce decree states that the Ms. Burns and Willie Burns are the parents of Javon Burns. The decree also contained provisions ordering Mr. Burns to pay \$150 per month in child support for Javon. (Hrg. Tr., pg. 107, l. 10 – pg. 111, l. 20).

Over the last several years, Burns worked for Good Samaritan, Lane Manufacturing, and PPL, which has been her employer for the most recent two to three years. (Hrg. Tr., pg. 116, l. 11 – pg. 117, l. 2). She stated that she had to pick up more hours after Deceased's death, but a quick calculation and comparison to her 2013 tax returns shows that she was making about the same annual salary both before and after Deceased's death. (Hrg. Tr., pg. 117, l. 3 – pg. 118, l. 24). Her house is in her name and she has owned it without debt since the late 1990s. (Hrg. Tr., pg. 119, l. 12 – pg. 121, l. 11).

Ms. Burns was questioned regarding the filing of her income tax returns. She testified that in 2011, 2012, and 2013 she filed as head of household and also checked a box indicating

that no one else could claim her as a dependent. (Hrg. Tr., pg. 124, l. 6 – pg. 127, l. 11). She conceded that she represented to the Federal government that she was the head of her household. Likewise, Deceased filed singularly and stated that he had no dependents on his 2011 and 2012 tax returns. (Hrg. Tr., pg. 127, l. 12 – pg. 128, l. 2). She confirmed that she was not an authorized user of Deceased's debit card through the Bank of Greeleyville. (Hrg. Tr., pg. 129, ll. 2-14). Burns accused Deceased's counsel of paying Claimant's witnesses. (Hrg. Tr., pg. 130, l. 4 – pg. 131, l. 10).

During their relationship, Burns asked Deceased to leave "at least three, four times" in 2013, the year of his death, although she previously testified in her deposition that this only occurred three to four times in their entire relationship, even stating that she would "regularly" put Deceased out "if he's showing off and drinking." (Hrg. Tr., pg. 131, l. 17 – pg. 137, l. 16). Deceased received nearly all of his mail at 737 McMillan Road. (Hrg. Tr., pg. 138, l. 1 – pg. 141, l. 13). Deceased and Burns had no joint banking accounts together. (Hrg. Tr., pg. 141, ll. 14-23). Regarding the Wilder Brothers furniture contracts, the witness concedes that Gerald Wilder suggested that she use Deceased's last name, which led to her having to sign a new contract with the correct name after Deceased's death. (Hrg. Tr., pg. 142, l. 2 – pg. 146, l. 5). Burns has otherwise never used the last name "York" for any reason. (Hrg. Tr., pg. 147, ll. 6-23).

Burns stated that she and Deceased intended to get a marriage license on August 30, 2013 before getting married the following week. (Hrg. Tr., pg. 147, l. 24 – pg. 148, l. 21). However, Burns then changed her testimony, stating that she and Deceased were going to get a marriage license "a week before that," presumably referring to August 30, 2013, while simultaneously misstating Deceased's date of death as August 23, 2013. (Hrg. Tr., pg. 148, l. 22 – pg. 149, l. 13). Her deposition testimony indicated that they were planning to get a marriage license the Friday after he drowned, the date of which was August 26, 2013. (Hrg. Tr., pg. 149, l. 17 – pg. 150, l. 25). Burns again confirmed that she "intended" to get married to Deceased, but that

they were not actually married. (Hrg. Tr., pg. 151, ll. 1-8). Burns never told her son, Javon—who was living with her at the time—that she and Deceased had any plans to get married. (Hrg. Tr., pg. 151, l. 9 – pg. 153, l. 12). Burns could not provide any details regarding her ring, and the Commissioner described it for the record. (Hrg. Tr., pg. 153, l. 13 – pg. 156, l. 8). Burns indicated that she and Deceased did not have any concrete plans for a wedding, even as Deceased died only a week before the supposed nuptials were to take place. (Hrg. Tr., pg. 156, l. 10 – pg. 157, l. 14).

Burns did not offer to assist with funeral costs for Deceased. (Hrg. Tr., pg. 158, ll. 4-13). Burns was listed as a “special friend” in the funeral program and was not listed as “wife” in the obituary. (Hrg. Tr., pg. 158, l. 14 – pg. 159, l. 23). Burns has an SUV and an Oldsmobile in her name, for which she makes payments. (Hrg. Tr., pg. 159, l. 24 – pg. 160, l. 11). Burns conceded that Deceased never listed himself as anything but “single” because he was not married. (Hrg. Tr., pg. 160, l. 12 – pg. 161, l. 2). Finally, the witness stated that she never applied to be the personal representative of Deceased’s estate. (Hrg. Tr., pg. 161, ll. 8-11).

On redirect, the witness stated that Willie Burns never paid child support for Javon Burns and that since the time of the divorce decree’s signing, she nor Javon have ever seen Mr. Burns. (Hrg. Tr., pg. 162, l. 3 – pg. 163, l. 21). Burns did not check boxes for “single,” or “married” on her income tax returns. (Hrg. Tr., pg. 163, l. 22 – pg. 164, l. 13). No one from the Bank of Greeleyville ever told her not to use Deceased’s debit card. (Hrg. Tr., pg. 164, l. 14 – pg. 165, l. 23). Burns stated that Deceased would sometimes come home after drinking and she would put him out, though she cannot precisely recall how many times that occurred. (Hrg. Tr., pg. 165, l. 24 – pg. 167, l. 11).

On re-cross examination, Burns confirmed that she would take Deceased’s money out of his account—because they had no joint accounts—and pay bills with it. (Hrg. Tr., pg. 167, l. 15 –

pg. 168, l. 5). The routing number listed on her tax returns is connected to an H&R debit card. (Hrg. Tr., pg. 168, ll. 6-21). Burns did not have a mortgage. (Hrg. Tr., pg. 168, ll. 22-24).

Ms. Burns conceded that during the course of their relationship, she never used the last name "York" to identify herself, except on the furniture contract and at the request of Mr. Wilder.

Javon Burns

I find that Javon Terrell Burns testified on behalf of his mother, Yvonne Burns. He testified that he lives with his mother at 556 Broomstraw Road, Lane, South Carolina. (Hrg. Tr., pg. 170, l. 13 - pg. 171, l. 8). He works at a Brick Mason Company in Charleston and before that he worked at Jimmie's Tree Service. (Hrg. Tr., pg. 171, ll. 9-24). He indicated that his father is James Brewington and that he has never seen Willie Burns in his life. (Hrg. Tr., pg. 171, l. 24 - pg. 172, l. 15). Javon had a relatively close relationship with his father, who supported him financially until Javon was 18 years old. (Hrg. Tr., pg. 172, l. 16 - pg. 173, l. 11). After that time, Javon moved to Charlotte and lived with his father's side of the family, attended Central Piedmont Community College in Charlotte; Javon also attended C. E. Murray High School in Greeleyville. (Hrg. Tr., pg. 173, ll. 12-25) and transferred to Central Piedmont to avoid trouble and spent over two years in Charlotte living with his sister. (Hrg. Tr., pg. 174, l. 1 - pg. 175, l. 12). Since his return, he has stayed either with his mother or with his girlfriend. (Hrg. Tr., pg. 175, l. 13 - pg. 176, l. 5). His work history includes stints at Chuck E. Cheese's in Charlotte, Clarendon Clean Cars and Boats, Dollar Tree, and Jimmie's Tree Service. (Hrg. Tr., pg. 176, l. 6 - pg. 177, l. 5).

The witness knew Deceased as "Blue," and testified that Blue lived with his mother since he was in 7th or 8th grade, save for the times Burns would kick Deceased out of the house. (Hrg. Tr., pg. 177, l. 8 - pg. 179, l. 11). He testified that he called Deceased, "Dad" when he was younger and that he and Deceased got along well, spending a lot of time together. (Hrg. Tr., pg.

179, l. 12 – pg. 180, l. 24). He testified that Deceased and Burns “did things together” and occasionally ate dinner together “like how normal married people would.” (Hrg. Tr., pg. 182, ll. 12-23). The witness stated that he could tell Deceased and Burns were in love because, “[Y]ou spend enough time with one another, and you’re living and y’all taking a day one by one to make all ends meet, like you said, it makes everything a whole lot easier.” (Hrg. Tr., pg. 183, ll. 3-9). After losing his license, Deceased got around thanks to help from several different people. (Hrg. Tr., pg. pg. 183, l. 10 – pg. 184, l. 2). Javon sometimes took Deceased to work, Chris Battle’s store, or the bank. (Hrg. Tr., pg. 184, l. 15 – pg. 185, l. 1).

Javon stated that all he knew about the household finances is that his Mom typically handled all the money. (Hrg. Tr., pg. 185, l. 10 – pg. 186, l. 7). He knows Tyrone and Shirley York, but they are not close, and the only time Javon has been to their house is when dropping off Deceased there, he testified. (Hrg. Tr., pg. 186, l. 10 – pg. 187, l. 6). He testified about going to the house of “Uncle Ronnie” or “Uncle Rooney,” but it is unclear who exactly he is as there is no other mention of him. (Hrg. Tr., pg. 187, ll. 7-25). Deceased and Burns never had a marriage license, as far as the witness knows, but he knew they had plans to be married, based solely on the witness spotting a ring on Burns’ finger, and absent any conversation on the topic with Burns or Deceased. (Hrg. Tr., pg. 189, l. 1 – pg. 190, l. 3). However, Javon next testified that he knew the marriage “was already done” because his mother “had the ring” and “they already had told us (sic) what was going -- well, what was their plans, (sic) or whatever.” He does not recall when Burns got the ring, never saw a marriage license, and was never involved in any discussion regarding Deceased and Burns getting married. (Hrg. Tr., pg. 192, l. 23 – pg. 194, l. 1).

On cross examination, Javon reiterated that Deceased and Burns never “put an exact date” on getting married, and confirmed that any conversations regarding marriage related to Deceased and Burns “getting married, not being married.” (Hrg. Tr., pg. 194, ll. 5-22). He confirmed his deposition testimony that Burns never told him about an engagement ring or any

actual plans to be married. (Hrg. Tr., pg. 195, l. 11 – pg. 197, l. 11). The witness stated that he does not have any knowledge of the divorce decree between his mother and Willie Burns, but confirmed that James Brewington, his father, had supported the witness for his entire life. (Hrg. Tr., pg. 197, l. 15 – pg. 199, l. 1). Javon also regularly visited and spent time with his father. (Hrg. Tr., pg. 199, l. 2 – pg. 200, l. 1). The witness stated that he was not dependent on Deceased for support—despite Burns’ deposition testimony—and confirmed his work history over the last few years, although he never filed an income tax return. (Hrg. Tr., pg. 200, ll. 2-24). Javon again testified that Burns never told him she was marrying Deceased. (Hrg. Tr., pg. 201, ll. 3-18). Finally, he testified that he and his siblings did not have any problem with Deceased and Burns’ relationship. (Hrg. Tr., pg. 201, l. 19 – pg. 202, l. 21).

Javon Burns’ testimony concluded Burns’ case as well as the entire hearing.

OTHER EVIDENCE

I find that the following exhibits were referenced during the hearing and included in the parties APAs:

1. South Carolina Department of Natural Resources

The Department of Natural Resources (DNR) investigated the work-related accident and produced an accident report and witness statements thereto related. The DNR Boating Accident Report states that on August 26, 2013, Deceased died by drowning in a pond at Longlands Plantation when a boat driven by Jerry McKenzie capsized.

Mr. McKenzie, Randall McConnell, and Chesley Timmons were all listed as witnesses to the accident. Notably, the report indicates that Deceased lived at 737 McMillan Road in Greeleyville, South Carolina, rather than the address of Yvonne Burns. The report also indicates that officers informed Deceased’s mother, Shirley York, and brother, Tyrone York, of the accident, though there is no indication that anyone attempted to contact Yvonne Burns. The

report also included witness statements from Chesley Timmons, Jerry McKenzie, and Randall McConnell.

2. Workers' Compensation Incident Report

A supervisor at Knollwood, Inc. (hereinafter "Employer") completed an incident report following the work accident on August 26, 2013. The report states that Deceased was a farm laborer for Employer and that he made an average annual wage of \$26,230.06. In the report, the accident was described as occurring when Deceased and Jerry McKenzie were spraying algae on a pond at Longlands Plantation.

Claimant's counsel pointed out that the report lists Deceased's address as 737 McMillan Road, rather than that of Burns. Claimant argues that this is evidence that Deceased and Burns were not common law spouses because they did not live together. Further, the incident report lists Deceased's marital status as "single" and notes that he has no dependents. Claimant's counsel notes that Deceased's status as single and without dependents is also evidence that he and Burns were not in a common law marriage because they did not hold themselves out as such and, further, that Burns was not a dependent of Deceased.

3. Williamsburg County Fire Department

The Williamsburg County Fire Department produced a report of the work accident that occurred on August 26, 2013 in which Deceased died. The report states that the Fire Department conducted "dive operations to recover [the] drowning victim," identified as Deceased.

4. Williamsburg County Sheriff's Office

The Williamsburg County Sheriff's Office also created an incident report of the accident. The Sheriff's Office report also details Deceased's drowning, as well as the officers' response to the accident. The report notes that Henryhand Funeral Home came to the scene to

retrieve Deceased's body after it was removed from the pond. Deceased's address is again listed on the paperwork as 737 McMillan Road, Greeleyville, South Carolina.

5. Department of Pathology and Lab Medicine Report

Dr. Ellen C. Riemer, M.D. J.D., of the Department of Pathology and Lab Medicine at the Medical University of South Carolina conducted an autopsy on August 27, 2013. Dr. Riemer's report indicates that the cause of death was drowning and determines the manner of death to be an accident.

6. Death Certificate

The death certificate of Deceased notes that Deceased's death was by drowning that occurred at work. Deceased's counsel also pointed out that Deceased's address was again listed as being on McMillan Road in Greeleyville, South Carolina. Even more noteworthy is the fact that Deceased's marital status is "never married" and, accordingly, there is no name listed under "Surviving Spouse's Name."

7. Final Touch Florist Receipt

A receipt from Final Touch Florist in Kingtree, South Carolina shows that the "York Family" purchased flowers and cards for Deceased's funeral in the amount of \$456.89.

8. Henryhand Funeral Homes, LLC Receipt

The receipt and "Statement of Funeral Goods and Services Selected." shows \$4,897.60 was paid to the funeral home for the expenses. The parties stipulated that Ms. York would be reimbursed statutory expenses.

9. Funeral Program

The funeral program created by Deceased's family lists family and friends left behind by Deceased's death. Notably, Claimant argues, "E'Vone Beaufort" (sic) is listed as a "special friend" rather than as "wife" or "spouse."

10. Form 20

Prepared by J. Brandon Hylton, attorney for Defendants, the Form 20 lists Deceased's compensation rate as \$378.20 based on an average weekly wage of \$567.27. The form also notes Deceased's address as 737 McMillan Road, Greeleyville, South Carolina 29056.

11. Yvonne Burns' 2013 Income Tax Returns

A copy of Burns' 2013 Federal Form 1040A shows that Burns filed as "Head of Household" in the year of Deceased's death. Further, at line 6a, Burns checked the box for an exemption next to the statement, "Yourself. If someone can claim you as a dependent, **do not** check box 6a." (Emphasis in original.) Notably, Burns also failed to check one of the boxes at lines 2 and 3 indicating that she was presently married and either filing jointly or separately, respectively.

On her 2013 South Carolina Department of Revenue Form SC1040, Burns again indicated that she was filing as "Head-of-household" and left blank a box for "Spouse's social security number." On each form, Burns also lists a Lane, South Carolina address as her address, rather than the Greeleyville, South Carolina address previously noted as Deceased's.

12. Yvonne Burns' 2012 Income Tax Returns

A copy of Burns' 2012 Federal Form 1040A shows that Burns filed as "Head of Household" in the year before Deceased's death. Further, at line 6a, Burns again checked the box for an exemption next to the statement, "Yourself. If someone can claim you as a dependent, **do not** check box 6a." (Emphasis in original.) Notably, Burns also failed to check one of the boxes

at lines 2 and 3 indicating that she was presently married and either filing jointly or separately, respectively.

On her 2012 South Carolina Department of Revenue Form SC1040, Burns again indicated that she was filing as "Head-of-household" and left blank a box for "Spouse's social security number." On each form, Burns also indicated the Lane, South Carolina address as her address, rather than the Greeleyville, South Carolina address previously noted as Deceased's.

Claimant argues the above information asserts that Burns did not consider herself a dependent of Deceased and thusly represented herself to both the federal and State government. The consequence of this assertion, it is argued, is that Burns may not now be deemed a dependent of Deceased for the purposes of this claim. Further, Burns' failure to indicate that she was married at the time of her filing is again proof that she was not holding herself out as being married to Deceased and therefore was not in a common law marriage with him.

13. Yvonne Burns' 2011 Income Tax Returns

On her 2011 South Carolina Department of Revenue Form SC1040, Burns again indicated that she was filing as "Head-of-household" and left blank a box for "Spouse's social security number."

A copy of Burns' 2011 Federal Form 1040A shows that Burns filed as "Head of Household" in the year of Deceased's death. Further, at line 6a, Burns checked the box for an exemption next to the statement, "Yourself. If someone can claim you as a dependent, do not check box 6a." (Emphasis in original.) Notably, Burns also failed to check one of the boxes at lines 2 and 3 indicating that she was presently married and either filing jointly or separately, respectively. On each form, Burns lists her address as 556 Broomstraw Road, Lane, South Carolina 29564, rather than the 737 McMillan Road, Greeleyville, South Carolina address previously noted as Deceased's.

14. Timothy York's 2011, 2012 Income Tax Return

A copy of Deceased's 2012 Federal Form 1040A states Deceased's address as 737 McMillan Road, Greeleyville, South Carolina 29056—an address different from that of Burns. Deceased listed his filing status as "Single" and noted in line 6c that he has no dependents by leaving that section completely blank.

Claimant's attorney argues the above information asserts that Deceased did not consider himself married to Ms. Burns and, further, that he did not consider her a dependent. Deceased represented as much to the federal government. The consequence of these assertions, it is argued, is that Burns may not now be deemed a dependent of Deceased for the purposes of this claim and that Deceased's failure to indicate that he was married at the time of his filing is proof that he was not holding himself out as being married to Burns and therefore was not in a common law marriage with her.

15. Longlands Plantation Emergency Contact Information

On his emergency contact information sheet, Deceased gave a Greeleyville address as his residence and listed Margaret York as his emergency contact.

Claimant's counsel argues that, although this form was created in 1993, Deceased never attempted to change either the address or emergency contact to Burns' address or information. This, it is argued, showed that Deceased did not intend to hold himself out as married to Burns.

16. Bank of Greeleyville Records

The Bank of Greeleyville produced myriad documents related to Deceased's accounts and loans at the bank. The records include statements, deposit slips, withdrawals, loan applications, and credit applications.

Throughout the records, Deceased's address is consistently listed as 737 McMillan Road, Greeleyville, South Carolina 29056 as his home address. He did not list Yvonne Burns, 556 Broomstraw Road, Lane, South Carolina (hereinafter "Broomstraw Road") residence. On a "Loan Credit History Inquiry" sheet, Deceased is listed as having applied for 23 loans with the bank since 1996. A note at the bottom states, "All [loans] were done solely in [Deceased's] name except for Loan #11398674, which was in the names Timothy York and John B. Oliver." On the several credit applications filled out by Deceased, Claimant's counsel notes that none of the applications include any mention of Burns, specifically in "Section B – Joint Applicant or Other Party Information." Further, Deceased stated that he had zero dependents in each of the eight applications.

17. Dependency Investigation

Pursuant to the Workers' Compensation Act, Defendant Carrier ordered a dependency investigation. Beth Wood, of Tuten Insurance Services, conducted the investigation and filed her report on January 24, 2014. Ms. Wood conducted interviews with multiple people, including Deceased's brother and mother.

Brother, Tyrone York, stated that Deceased was "never married" and "never had any children." Brother indicated that, at the time of his death, Deceased was "back and forth with" Burns and Mother, indicating that Deceased stayed with Burns sometimes and with Mother sometimes because Burns would throw Deceased out of the house. "He said that Yvonne's last name was Burns and she was [Deceased's] girlfriend." Brother added "that to his knowledge there were no plans [for Deceased and Burns] to be married," and that "[C]laimant referred to [Burns] as his girlfriend when she was introduced to others." Ms. Wood's report added that "Yvonne and Timothy did not own any property jointly," according to Brother.

In Mother's recorded statement, she also stated that Deceased was never married and did not have any children. At the time of his accident, Deceased was living with Burns, with whom he had lived "for about five years 'off and on.'" She added that Burns would regularly--sometimes "every other week"--throw Deceased out of her house, and that he would stay with Mother for a week before returning to Burns for a short time. The report notes that Mother "stated that [Deceased] would always introduce [Burns] as his girlfriend."

Following the dependency investigation, Ms. Wood concluded that Deceased "was never married and never had any children at any point of his life." Although Deceased was staying at Burns' house at the time of his accident, he would sometimes "return to the home of his mother." Finally, the report states that Burns and Deceased did not own and property jointly nor have any joint accounts.

18. Edwards & Mims Insurance Agency Records

Included in the records were the original application, declarations page, and billing history for a personal auto insurance policies under Deceased's name.

19. Certificate of Title

The certificate of title on a 1996 Lincoln Town car, issued by the State of South Carolina on January 19, 2009, lists only Deceased as "Full Owner" and states his address as McMillan Road.

20. Wilder Brothers Williamsburg House, Inc. Records

Records from Wilder Brothers Williamsburg House furniture store (hereinafter "Wilder Brothers") include a letter from Gerald C. Wilder, President, and three contracts involving the purchase of furniture from Wilder Brothers by Deceased or Burns.

21. Affidavit of Gerald Wilder

Gerald Wilder, President of Wilder Brothers, signed an affidavit dated April 25, 2014, for the purposes of this claim. The affidavit clarifies the letter and contracts contained in Deceased's APA submissions, stating, "[O]n the second contract, [Burns] signed her name as Yvonne York because she indicated that they were getting married. She did not indicate that they were married BUT that they were getting married." (Emphasis in original.) The affiant further explains that Burns "signed her name as "Burns" [on the third contract] because [she and Deceased] never got married."

22. Black River Healthcare, Inc. Records

Medical notes of Burns from Black River Healthcare dated May 4, 2007 and September 21, 2011. On the 2007 note, Burns lists her marital status as divorced, rather than married. Claimant's counsel points out that this period is during the time period in which Burns had testified that she was married to Deceased.

23. Jimmie's Tree Service Payroll Records

Counsel for Burns and former dependent Javon Burns, Burns' son, produced wage records from Javon Burns' job at Jimmie's Tree Service. The Quarterly Earnings Report covers the time period from January 1, 2014 to April 24, 2014.

24. Javon Burns' W-4 Form

Counsel for Burns also produced a 2014 Form W-4 for Javon Burns dated April 28, 2014.

25. Rent Receipts of Timothy York

Claimant's counsel produced receipts for rental payments made by Deceased for the McMillan Road address. The receipts, dated May 11, 2007, May 30, 2009, April 3, 2010, and

July 3, 2010 serve as evidence that Deceased was maintaining the McMillan Road residence for a significant period of time during which he was said to have been living with Burns.

26. Affidavit of Freddie Scott

Freddie Scott signed an affidavit for the purposes of this claim on May 22, 2014. Scott states that he is Deceased's father and that he understands that he may be entitled to benefits under the Workers' Compensation Act. Finally, Scott affirmatively waives his rights "to any and all such benefits to which [he] may be entitled." Further, he states that he is turning over to Deceased's mother any rights to benefits he may have under the Workers' Compensation Act.

27. [Deceased] York's Supplemental Authority Submission: Case law, statutory law, and Yvonne Burns' tax returns

After the hearing, the undersigned Commissioner invited the parties to submit case law in support of their respective positions. Claimant's submissions included case law, statutory authority, and the 2011, 2012, and 2013 Individual Tax Returns of Burns, *supra*. No submissions were offered at that time by defense counsel or by Ms. Burns.

**BASED UPON A COMPLETE REVIEW OF THE EVIDENTIARY RECORD, I
HEREBY MAKE THE FOLLOWING FINDINGS OF FACT AND CONCLUSIONS
OF LAW:**

BIOGRAPHICAL FINDINGS OF FACT:

1. I find that the deceased, Timothy York, was born on July 4, 1974 and died as a result of a work-related accident that occurred on August 26, 2013.
2. I find that prior to Deceased's death, there is no official record of a civil marriage recorded at the courthouse.

3. I find that Deceased has no biological children.
4. I find that Shirley York was born on March 23, 1954 and is the mother of Deceased.
5. I find that Tyrone York is the brother and personal representative of Deceased's estate.
6. I find that Yvonne Burns was 47 years old at the time of the hearing. She was married in 1986 to Leron Mitchum and has one child from the marriage. Yvonne Burns and Leron Mitchum later divorced. Mr. Mitchum initiated the proceedings and obtained a divorce from Yvonne Burns on June 3, 1987 on the grounds of desertion. Prior to the dissolution of the marriage, Yvonne Burns had her second child of whom Mitchum is not the father. Yvonne Burns married again in 1989 to Willie Burns. Mr. Burns subsequently filed divorce proceedings on the grounds of desertion on October 25, 1993. Ms. Burns testified that they did not have any children together. Prior to the dissolution of the second marriage, Yvonne Burns had her third child, Javon Burns.
7. I find that Javon Burns was born on August 5, 1992. Ms. Burns further testified that Mr. Brewington supported Javon all of his life and paid approximately \$200-\$250 in child support. (Hrg. Tr., pg. 107, l. 10 – pg. 111, l. 20). Of note, however, the divorce decree between Ms. Burns and Willie Burns states that he is the father and he was ordered to pay \$150 per month in child support for Javon. (Hrg. Tr., pg. 107, l. 10 – pg. 111, l. 20). Yvonne Burns testified that the divorce decree has never been modified. (Hrg. Tr. pg. 115, ll. 4-7).
8. I find that Javon Burns was living with his mother at 556 Broomstraw Road, Lane, South Carolina at the time of Deceased's death.
9. I find that Deceased's father, Freddie Scott, waived any interest he may have in this claim. (Hrg. Tr. pg. 5, ll. 14-25).
10. I find that Tyrone York and Javon Burns testified that they waive any interest in asserting a claim in this matter.

FINDINGS REGARDING THE EXISTENCE OF

A COMMON LAW MARRIAGE

11. I find that the preponderance of the evidence from the lay witness testimony indicates that: a) Ms. Burns and Deceased lived together off and on in a tumultuous relationship characterized by separations resulting from either alcohol consumption or arguments regarding finances; b) they represented themselves to the public as a couple; c) they may have intended to get married at some point in the future but that they never actually married.
12. I find that Yvonne Burns testified that she and Deceased planned to get married; therefore, at the time of the accident, they were not married. (Hrg. Tr., pg. 156, ll. 10-14). Specifically, she testified on numerous occasions that “[she and Deceased] never got married.” (Hrg. Tr., pg. 144, ll. 15-16; p.145, ll. 6; pg. 146, ll. 4-5; pg. 150, ll. 11-18; pg. 151, ll.4-8; pg. 152, ll. 20-23; pg. 157, ll.18-20; pg. 160, ll.19-25). Yvonne Burns further testified that she intended to be married and that never happened because Deceased drowned. (Hrg. Tr., pg. 151, ll.4-8). Yvonne Burns states Deceased gave her an engagement ring on her birthday, May 7, 2012. (Hrg. Tr., pg. 94, ll. 13-22). Ms. Burns testified that at that time, she agreed to marry him in the future, but she did not tell many people. (Hrg. Tr., pg. 94, l. 11 – pg. 95, l. 22). She testified that she did not get along well with Tyrone’s family. (Hrg. Tr. pg. 65, ll. 2-5).
13. I find that Deceased’s mother, brother, aunt, first cousin, and friends were unaware of any marriage, engagement or pending nuptials between Deceased and Ms. Burns. That all of these individuals testified that they saw Deceased either daily or weekly and that he never indicated that he was engaged and/or planning to be married.

14. I find that Ms. Burns and Tyrone York confirmed that Ms. Burns did not get along well with most of Deceased's immediate family.
15. I find that the Ms. Burns presented three witnesses who testified as to their intention to get married in the future. Another witness, a relative, offered conflicting testimony regarding the parties statements about their marital status.
16. I find that multiple witnesses including Tyrone York, Azalee York, Shirley York and a cousin, indicated that Deceased always received his mail at the 737 Broomstraw address. Several of Ms. Burns witnesses confirmed this information. I further find that Ms. Burns, during her testimony, conceded that Deceased continued to receive his mail at the Broomstraw address. Ms. Burns also admitted that when Deceased lost his license and then sold her his car, the insurance information changed to her address.
17. I find that the preponderance of the lay witness testimony does not support a common law marriage.
18. I find that Mr. Gerald Wilder of Wilder Brother's furniture testified that Ms. Burns and Deceased purchased furniture at his store. Mr. Wilder recalled that either Deceased or Ms. Burns mentioned that they were getting married at a later date; however, he could not remember which one said it. (Hrg. Tr. pg. 63, ll. 20-23, pg. 64, ll. 15-17). For that reason, he suggested that Ms. Burns use the last name "York" on the furniture contract. Mr. Wilder made this suggestion to prevent her from having to sign a new contract with her new name. After Mr. York's death, Mr. Wilder contacted Ms. Burns to request that the contract be re-done, since the marriage had not materialized. Ms. Burns resigned the contract as "Yvonne Burns." (Hrg. Tr. pg. 66, 9-11).
19. Ms. Burns conceded that the one and only time she used Deceased's last name was at the suggestion of Gerald Wilder on the Wilder Brothers furniture contract, because she and Deceased "were going to get married." (Hrg. Tr. pg. 144, ll. 3-10).

20. I find that Mr. Chris Battle, convenience store owner, testified that they asked him for price quotations regarding a wedding reception but that he was unaware that it ever took place. Specifically, his services were never retained in that regard. (Hrg. Tr. pg. 33, ll. 19- pg. 34, ll. 19).
21. I find that Ms. Towanda Williams, a cousin of Deceased, was called as a witness on behalf of Ms. Burns. Ms. Williams testified that Deceased told her he was "going to marry [Burns]." (Hrg. Tr., pg. 127, ll. 17-20). Moreover, she testified, "I know they weren't married." (Hrg. Tr., pg. 160, l. 7 – pg. 161, l. 15).
22. I find that it is undisputed that a civil ceremony never took place.
23. I find very little written evidentiary submissions to support the existence of a common law marriage. The written paper trail of documentary evidence fails to support the existence of a common law marriage. The following records corroborate Claimant's position that there no common law marriage existed:

- Bank of Greeleyville Records
- Deceased's personnel file
- Deceased's state identification card
- Deceased's Rent Receipts
- Yvonne Burns' 2013 Income Tax Return
- Yvonne Burns' 2012 Income Tax Return
- Yvonne Burns' 2011 Income Tax Return
- Deceased's 2012 Income Tax Return
- Deceased's 2011 Income Tax Return
- Dependency Investigation
- Edwards & Mims Insurance Agency Records

- Certificate of (Car) Title
- Wilder Brothers Williamsburg House, Inc. Records
- Black River Healthcare, Inc. Records
- Funeral Program

24. I find that the parties' income tax returns were reviewed for further insight as to how they listed their marital status when presenting information to the federal government.

25. I find that Deceased listed his filing status as "Single" with no dependents on both his 2011 and 2012 income tax returns.

26. I find that Ms. Burns filed her 2011, 2012, and 2103 Income Tax Returns as head of household and checked a box indicating that no one could claim her as a dependent. I find that Ms. Burns was questioned regarding her marital status and dependency as relates to the filing of her income tax returns. Ms. Burns responded as follows:

Q: So, again, in 2012 you weren't saying that Blue was the head of your household in your representations to the government; you were saying you were the head of your household?

A: Right

Q: Is that a fair statement?

A: Yes.

Q: Okay. And in 2013, same thing? In your representations to the government you were claiming that you were the head of your household; is that correct?

A: That's what's on there, yes.

Q: Okay. And 2013 you were also claiming that no one else could claim you as a dependent because you're the head of your household, correct?

A: Correct.

Q: And so, in your representations to the federal government, you're representing in 2011, '12, and '13 that you were the head of your household; is that correct?

A: Yes, that's what's on there.

(Hrg. Tr., pg. 126, ll. 5-25).

27. I find that Deceased listed his aunt, Margaret York, as his emergency contact in his personnel file. Although this form was filled out in 1993, it was never changed.

28. I find that Deceased continued to use 737 Broomstraw as his home address throughout the entire pendency of the relationship with Yvonne Burns. This address was used at with regard to his employment, in his banking relationship with the Bank of Greeleyville, with the Low Country Loan Company, with Mims Insurance agency and his state identification card. Ms. Burns address was not listed as his primary residence on most of his legal paperwork.

29. I find that the most compelling testimony regarding the existence or non-existence of a common law marriage came from Mr. Burns. When asked about whether she told her son, Javon, of her impending nuptials, she offered the following testimony:

Q: And you did not tell Javon, the only child that you have living in your household, that you were going to get married, engaged in that significant event?

A: I did not tell him no specific time. We always -- you know, Blue and I talked about it, but I didn't just say, "Javon I'm getting married." No, I didn't.

Q: You didn't tell him when you supposedly got engaged, did you?

A: No, I did not.

Q: You didn't tell him when you supposedly got this ring from Blue, did you?

A: Javon saw the ring on my finger, yes. I didn't feel like I had to --

Q: I didn't ask you--

A: ---announce it.

Q: I didn't ask you what he saw. I'm asking you what you said, and the fact is you never told you Javon that you were -- that you received an engagement ring, did you?

A: No, I didn't.

(Hrg. Tr., pg. 152, l. 17 -- pg. 153, l. 12). When further questions regarding preparations for the wedding her responses include the following:

Q: Now, you've indicated to the court that had Blue not died your plan would have been to get married around the first week in September of 2013; is that correct?

A: Correct.

Q: But would it also be an accurate statement to say that you hadn't made- --you hadn't booked any place for reception?

A: It would have been at Chris--

Q: Is that accurate?

A: Yes.

- Q:** Would it also be accurate that you didn't send out any invitations to friends?
- A:** No, we didn't send the invitation out.
- Q:** Okay. Would it also be accurate that you didn't have any plans for a backyard barbecue or anything like that in anybody's house?
- A:** No, we were going to Chris' store.
- Q:** Okay. But there were no plans set?
- A:** No.
- Q:** Okay. And no monies expended for any kind of reservation for the reception hall, correct?
- A:** We were going to do it at Chris' store and lounge right there in Lane. That was it.
- Q:** No money---
- A:** No, we did not pay---
- Q:** ---was expended---
- A:** No.
- Q:** ---To reserve any place; is that correct,
- A:** Correct.
- Q:** Okay; alright. Now, let's talk about the funeral, okay?

(Hrg. Tr., pg. 156, l. 10 – pg. 157, l. 16). In response to questions about the funeral. Ms. Burns confirmed that she did not make any financial contribution.

30. I find that the evidence in this case indicates that the Ms. Burns failed to meet the burden of proving that a common law marriage existed.

FINDINGS ON THE ISSUE OF DEPENDENCY

31. I find Yvonne Burns worked as a nurse's aide and made \$10,169.00 in year 2011, \$16,579.00 in year 2012, and \$25,710 in year 2013 according to her U.S. Individual Income Tax Returns ("Income Tax Returns").
32. I find that Deceased worked at Longlands Plantation and made \$29,498.01, according to the Form 20. Deceased made \$28,133.00 in year 2011 and \$28,758.00 in year 2012 according to his Income Tax Returns.
33. I find that Yvonne Burns filed her Income Tax Returns as head of household and checked a box indicating that no one could claim her as a dependent.
34. I find that Deceased indicated on his Income Tax Returns that he had no dependents.
35. I find that Yvonne Burns owned her own home, unencumbered.
36. I find that Shirley York did not work and received social security disability for most of her life. Her son, Tyrone York, indicated that she never attended school. (Hrg. Tr. pg. 169, ll. 16-17).
37. I find that Shirley York's level of dependency included receiving money from Deceased to pay bills, groceries, laundry, and the pharmacy. She testified that her monthly social security income of \$480 that she received for her mental disability did not cover her expenses. (Hrg. Tr. pg. 40, ll. 10-15). Ms. York testified that her son, Tyrone York, also helped with housing and other expenses. (Hrg. Tr. pg. 40, ll. 12-14). She also testified that Deceased would contribute to her support but that Ms. Burns was not supportive of him helping his mother. (Hrg. Tr. pg. 38, ll. 18-25).
38. I find that Ms. Burns testified that Deceased contributed to her utilities. Ms. Burns testified that she used Deceased's debit card to pay her bills, including various bills for indeterminate amounts, her individual bills for her personal vehicle and appurtenant insurance and upkeep, her own groceries, clothes, and uniforms. (Hrg. Tr., pg. 76, l. 1 -

pg. 80, l. 16). She would also pay for a tab at witness Chris Battle's store, in addition to making payments on Deceased's Low Country Loans, and Wilder Brothers accounts. (Hrg. Tr., pg. 81, l. 12 – pg. 82, l. 13).

39. I find that both Yvonne Burns and Shirley York did have a level of dependency, although Ms. Burns' was greater.

40. I find that the financial dependency of the parties is NOT determinative of the ultimate ruling in this case, as the statutory authority and case law dictate the results.

ARGUMENTS REGARDING MS. YORK AS THE SOLE BENEFICIARY

41. I find that the Claimant's counsel argued Deceased was never married, has no children or [partial or whole] dependents, and therefore, Shirley York, Deceased's mother, is solely entitled to Deceased's Worker's Compensation death benefits. Deceased's father, Freddie Scott, waived any interest he may have in the claim.

42. I find that the Claimant's counsel argued that Ms. Burns failed to prove by a preponderance of the evidence that a common-law marriage existed. A valid common-law marriage requires that the facts and circumstances show an intention on the part of both parties to enter into a marriage contract, usually evidenced by a public and unequivocal declaration by the parties. *Ex parte Blizzard*, 185 S.C. 131, 193 S.E. 633 (1937).

43. I find that the Claimant's counsel argued that Yvonne Burns was neither wholly or partially dependent on Deceased because she necessarily fails to classify as a dependent under the Workers' Compensation Act.

44. Claimant's counsel argued that there is not one case in South Carolina that allows a non-relative to take as a legal beneficiary. Allowing a non-relative to assert a claim as beneficiary is not with the legislative scheme of dependency.

45. I find that Claimant's counsel argued that Ms. York was partially dependent on Deceased because he regularly purchased, or provided her with money to pay, bills, groceries, laundry, and the pharmacy.

**DEFENDANT'S ARGUMENT IN FAVOR OF YVONNE BURNS AS THE
SOLE BENEFICIARY**

46. I find that Counsel for Ms. Burns argued Yvonne Burns was the common law spouse of Deceased. Accordingly, she was presumed to be wholly dependent on Deceased and therefore entitled to death benefits pursuant to S.C. Ann. § 42-1-70. Initially, Javon Burns asserted that he also was entitled to death benefits as the step-child of Deceased, but he later withdrew his claim. S.C. Ann. § 42-1-70 (Stepchildren are included in the definition of "Child").

47. I find that, alternatively, counsel for Yvonne Burns argued that Ms. Burns was Deceased's [whole or partial] dependent pursuant to S.C. Code Ann. § 42-9-120, irrespective of her common law status.

APPLICABLE STATUTES AND CASE LAW REVIEWED

48. I find that the following statutes were reviewed in determining the proper beneficiaries in this case:

S.C. Code Ann. § 42-9-110 provides, in pertinent part:

"[A] surviving spouse or child shall be conclusively presumed to be wholly dependent for support on a deceased employee".

S.C. Code Ann. § 42-9-120 provides, in pertinent part:

"In all other cases questions of dependency, in whole or in part, shall be determined in accordance with the facts as the facts may be at the time of the accident".

S.C. Code Ann. § 42-9-140(B) provides, in pertinent part:

"If the deceased employee leaves no dependents or nondependent children, the employer shall pay the commuted amounts . . . to his father and mother, irrespective of age or dependency".

S.C. Code Ann. § 16-15-60 provides, in pertinent part:

"Any man or woman who shall be guilty of the crime of adultery or fornication shall be liable to indictment and, on conviction, shall be severally punished by a fine of not less than one hundred dollars nor more than five hundred dollars or imprisonment for not less than six months nor more than one year or by both fine and imprisonment, at the discretion of the court."

S.C. Code Ann. § 16-15-70. "Adultery" defined.

"Adultery" is the living together and carnal intercourse with each other or habitual carnal intercourse with each other without living together of a man and woman when either is lawfully married to some other person.

S. C. Code Ann. § 16-15-80 "Fornication" defined reads in pertinent part -

"Fornication" is the living together and carnal intercourse with each other or habitual carnal intercourse with each other without living together of a man and woman, both being unmarried."

49. I find that the following case law was also reviewed in connection with this claim: *Ex parte Blizzard*, 185 S.C. 131, 193 S.E. 633 (1937), *Barker v. Barker*, 330 S.C. 361, 499

S.E.2d 503 (Ct. App. 1998), *Day v. Day*, 216 S.C. 334, 58 S.E.2d 83 (1950),
Fields v. Hollowell & Hollowell, et al., 238 N.C. 614, 78 S.E.2d 740 (1953).

FINDINGS OF FACT REGARDING APPLICABLE STATUTORY LAW AND CASE

LAW

50. I find that Section 42-9-140(B) is controlling in this case. Section 42-9-140(B) reads in pertinent part. "If the deceased employee leaves no dependents or nondependent children, the employer shall pay the commuted amounts . . . to his father and mother, irrespective of age or dependency." Because Deceased was never married, has no children or [partial or whole] dependents, Deceased's mother, Ms. Shirley York, is the only statutory beneficiary entitled to receive Deceased's death benefits. Deceased's father, Freddie Scott, waived any interest he may have in the claim.

51. I find that Section 42-9-110 is inapplicable in this case. Section 42-9-110 provides that a "surviving spouse or child shall be conclusively presumed to be wholly dependent for support on a deceased employee." Here, Deceased and Yvonne Burns were never married. Yvonne Burns was, at most, engaged to Deceased and therefore is not entitled to any death proceeds. A valid common-law marriage requires that the facts and circumstances show an intention on the part of both parties to enter into a marriage contract, usually evidenced by a public and unequivocal declaration by the parties. *Ex parte Blizzard*, 185 S.C. 131, 193 S.E. 633 (1937). Ms. Burns kept her last name as Burns; she did not participate in the funeral arrangements; nor did she refer to herself as Deceased's wife at the funeral; she filed individual federal income tax returns as head of household; she was not listed as his beneficiary on Deceased's life insurance policy, and

she was not referred to or accepted as wife by Deceased's family. *Barker v. Barker*, 330 S.C. 361, 499 S.E.2d 503 (Cl. App. 1998). In addition to the "Barker factors", Deceased and Ms. Burns did not receive mail at the same address. Further, Ms. Burns was never accepted as part of Deceased's family; nor did she apply or contest Tyrone York's appointment as personal representative of Deceased's estate. Moreover both Yvonne Burns and her son Javon Burns testified that Deceased and Yvonne Burns were not married. Conclusively, based on these circumstances and evidence presented, Ms. Burns failed to prove by a preponderance of the evidence that a common-law marriage existed.

52. I find that Section 42-9-120 is applicable to Yvonne Burns in the instant case. Section 42-9-120 provides, "[I]n all other cases questions of dependency, in whole or in part, shall be determined in accordance with the facts as the facts may be at the time of the accident". Ms. Burns was partially dependent on Deceased because Deceased contributed to household expenses. Therefore, both Ms. Burns and Deceased's mother, Shirley York, were partially dependent on Deceased and, therefore, would be entitled to benefits pursuant to Section 42-9-130. However, this is immaterial to my ruling.

53. I find that *Day v. Day*, 216 S.C. 334, 58 S.E.2d 83 (1950), a case cited by both Claimant's counsel and Counsel for Ms. Burns, is dispositive in this case. The Supreme Court of South Carolina states unequivocally in *Day* that, "[I]t was not the intent of the legislature to permit a woman to be classed and considered as a dependent within the meaning of our Compensation Act *who lives in [an] illicit relationship with a man to whom she is not legally married.*" *Id.*, 216 S.C. 334, 344-45, 58 S.E.2d 83, 88 (1950) (emphasis added).

54. I find that *Fields v. Hollowell & Hollowell, et al.*, 238 N.C. 614, 78 S.E.2d 740 (1953), is persuasive in this claim. The Supreme Court of North Carolina similarly held, "Manifestly, a woman living in cohabitation with a man, to whom she is not

- married, is not within the purview of the term 'in all other cases,' 238 N.C. 614, 618, 78 S.E.2d 740, 743 (1953), as it is also stated in our own Act at § 42-9-120.
55. I find that even though the illicit relationship in *Day* was a bigamous one and the Court in *Fields* noted that North Carolina did not contemporaneously recognize common law marriages, the basic ruling in each case is simple: where a would-be dependent, such as Ms. Burns, is involved in an illicit relationship or unlawful marriage with a deceased worker, she shall not be eligible for workers' compensation benefits.
56. I find in South Carolina, "Fornication" is a punishable offense defined as "the living together and carnal intercourse with each other or habitual carnal intercourse with each other without living together of a man and woman, both being unmarried." S.C. Code Ann. § 16-15-60 and 16-15-80.
57. I find evidence in the present claim that Deceased and Ms. Burns were engaging in fornication. Therefore, based on the *Day* case, Ms. Burns' claim to the workers' compensation benefits in question is denied as a matter of law.
58. I find that the analysis is the same in the *Day* and *Fields* cases; an individual cannot be a dependent if they are in an "illicit" relationship. The focus is not the morality of the relationship, but is on the legality. This is a matter of statutory construction. The language in *Fields* presents an expanded view of the legal analysis. The Court stated that the Act should be interpreted and construed as any other public statute, and the assumption that the General Assembly, in the enactment of the law, intended to reward parties in a relationship deliberately entered into in open defiance of the penal laws of the State would be a violation of the most fundamental canons of statutory construction. The Court in *Fields* continues in the analysis by quoting and agreeing with the North Carolina Industrial Commission in finding that to honor the claim "would create a legal right out of an illegal relationship".

59. I find that as the Court found in the *Day* case, if it had been the intention of the legislature to sanction an illicit relationship "as constituting a basis for dependency, express provision would have been made therefor in the Compensation Act".
60. I find that based on the foregoing, Shirley York, as Deceased's mother, is entitled to the full and total amount of Deceased's benefits under § 42-9-140(B).
61. I find based on hearing testimony, Shirley York is also entitled to the statutory burial costs under § 42-9-290.

ALLOCATION LANGUAGE

62. I find that any award to be paid under this order shall appropriately be paid in a lump-sum.
63. I find that this award shall be calculated pursuant to the 2% Net Present Value Table commuted value charts.
64. I find Ms. Shirley York is presently receiving social security disability. That the award in this case, which amounts to \$ 171,998.93 (one hundred seventy-one thousand nine hundred ninety-eight and 93/100 Dollars) as of March 4, 2015, shall be allocated in the following fashion:
- a) the sum of \$ 57,275.64 (fifty-seven thousand two hundred seventy-five and 64/100 Dollars) to Mickle & Bass, LLC, as attorney fees pursuant to Commission Regulation 67-1205 (C), subject to the approval of the Form 61 by the South Carolina Workers' Compensation Commission;
 - b) the sum of \$5,920.76 (five thousand nine hundred twenty and 76/100 Dollars) to Mickle & Bass, LLC, as reimbursement for litigation expenses pursuant to Commission Regulation 67-1206, subject to the approval of the Form 61 by the South Carolina Workers' Compensation Commission; and

c) the sum of \$108,802.53 (one hundred eight thousand eight hundred two and 53/100 Dollars) to the Claimant, Shirley York, for Timothy York (deceased), as payment for permanent disability for a period of 1,210.04 weeks at the rate of \$89.92 (eighty nine and 92/100 Dollars) per week, commencing on March 18, 2015, pursuant to the provisions of South Carolina Code Ann. Sections 19-1-150 (1976) and 42-9-240 (1976), as well as the decisions of the South Carolina Supreme Court in James v. Anne's Inc., 390 S.C.188, 701 S.E.2d 730 (2010), Utica-Mohawk Mills v. Orr, 277 S. C. 226, 87 S.E.2d 589 (1955) and the Third Circuit Court of Appeals in Sciarotta v. Bowen, 837 F.2d 135 (3rd Cir. 1988).

63. I further find that this allocation language may be modified and an Amended Order issued in the event that this order is appealed.

GOOD FAITH INVESTIGATION

The Employer/Carrier has made a reasonable, due, and diligent investigation to determine those persons entitled to benefits under the Workers' Compensation Act and is hereby discharged from each and every responsibility for payment to any other individuals other than those entitled to receive benefits, as ordered herein.

CONCLUSIONS OF LAW

As provided by S.C. Code Ann., § 42-17-40, it is determined that:

1. S.C. Code Ann. § 42-1-40 is applicable in determining average weekly wage.
2. S.C. Code Ann. § 42-1-120 is applicable in defining "disability."
3. S.C. Code Ann. § 42-1-130 is applicable in defining "employee." Under this statute, Deceased was a covered employee at the time in question.
4. S.C. Code Ann. § 42-1-140 is applicable in defining "employer." Under this statute, the Defendant/Employer is covered under the Act.

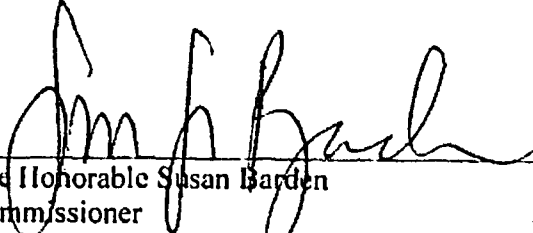
5. S.C. Code Ann. § 42-1-150 is applicable in defining "employment."
6. S.C. Code Ann. § 42-1-160 is applicable in defining a compensable "accident."
7. S.C. Code Ann. § 42-1-175 is applicable in defining "surviving spouse."
8. S.C. Code Ann. § 42-9-110 is applicable in determining "persons conclusively presumed to be wholly dependent."
9. S.C. Code Ann. § 42-9-120 is applicable in determining dependency in cases where no person or persons are statutorily presumed to be wholly dependent.
10. S.C. Code Ann. § 42-9-140 is applicable in determining the payment of workers' compensation benefits when the deceased employee leaves no dependents, or only partial dependents.
11. S.C. Code Ann. § 42-15-20 is applicable in determining proper notice of an accident.
12. Under the case *Day v. Day, et al.*, 216 S.C. 334, 58 S.E.2d 83 (1950), "a woman living with an employee, as man and wife, when he died as the result of an injury, is not entitled to compensation under Workmen's Compensation Laws (sic) if not legally married to him although dependent upon him. The Supreme Court further held, "[W]e cannot escape the conclusion that it was not the intention of the legislature to permit a woman to be classed and considered as a dependent within the meaning of our Compensation Act who lives in illicit relationship with a man to whom she is not legally married".
13. S.C. Code Ann. § 16-15-60 is applicable in providing the punishment for the crime of fornication.
14. S.C. Code Ann. § 16-15-70 and S. C. Code Ann. § 16-15-80 are applicable in defining "fornication" and "adultery" as "the living together and carnal intercourse with each other or habitual carnal intercourse with each other without living together of a man and woman, both being unmarried".

15. The Employer/Carrier has made a reasonable, due, and diligent investigation to determine those person entitled to benefits under the Workers' Compensation Act and is hereby discharged from each and every responsibility for payment to any other individuals other than those entitled to receive benefits, as ordered herein.

IN VIEW OF THESE FINDINGS OF FACT, I CONCLUDE AS MATTERS OF LAW:

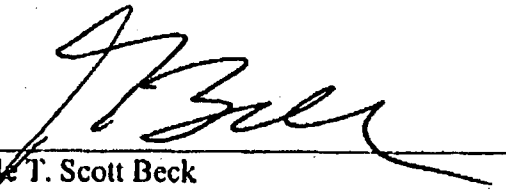
1. The parties to this proceeding are subject to and bound by the South Carolina Workers' Compensation Act.
2. Deceased's mother, Shirley York, is entitled to the full sum of death benefits allowable under § 42-9-290, calculated to be \$171,997.79.
3. Deceased's mother, Shirley York, is also entitled to the full sum of funeral expenses allowable under § 42-9-290, in this case calculated to be \$2,500.
4. I find that the above referenced allocation language included in this Order shall be applicable and the parties shall have the right to amend the same, in the event of an appeal.
5. The Employer/Carrier has made a reasonable, due, and diligent investigation to determine those person entitled to benefits under the Workers' Compensation Act and is hereby discharged from each and every responsibility for payment to any other individuals other than those entitled to receive benefits as ordered herein.

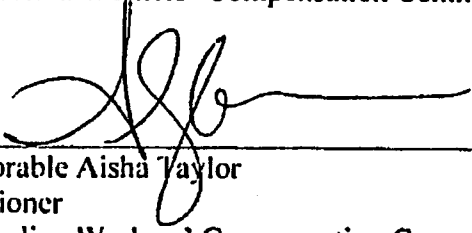
IT IS SO ORDERED!



The Honorable Susan Barden
Commissioner
South Carolina Workers' Compensation Commission

WE CONCUR:



The Honorable T. Scott Beck
Commissioner
South Carolina Workers' Compensation Commission

The Honorable Aisha Taylor
Commissioner
South Carolina Workers' Compensation Commission

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 Eugenia Hollmon on January 20, 2016



Carrier File #:

Carrier Code #:

Employer FEIN #:

250-39-0056
CCN:

Employer's Name: Longlands Plantation a.k.a. Knottwood, Inc.

Address: 1504 Gourdin Road

City: Salters State: SC Zip: 29590

Insurance Carrier: Companion Property and Casualty Group

Law Firm: Mickle & Bass, LLC

Preparer's Phone #: (803) 929-0029

The Claimant is Timothy York (deceased) (relationship to employee) of Longlands Plantation a.k.a. Knollwood, Inc. (employee's name)

1. The employee sustained an accidental injury to the whole body (Part of Body Hurt)
on 8/28/2013 (m/d/yyyy) in Williamsburg County, State of SC.
2. Both the employee and the employer were subject to the South Carolina Workers' Compensation Act at the time of injury.
3. The relationship of employer and employee existed at the time of injury.
4. At the time of the injury the employee was performing services arising out of and in the course of employment.
5. Notice of the accidental injury was given to the employer on 8/28/2013 (m/d/yyyy) in the following manner:
Coworker and witness, Jerry McKenzie, notified police and supervisor verbally.
6. Due to injury, the employee received medical examination and treatment which remains unpaid by the employer.
7. Due to injury, the employee lost compensable time from work and wages for the periods of:
8. The employee died on 8/28/2013 (m/d/yyyy) as a result of the accidental injury, and death compensation is claimed.
9. At the time of the injury, the employee was paid weekly wages of \$Claimant. The claimant demands an accounting of days worked and wages earned as provided by law.
0. Further grounds of claim:
- Request Form 20
- RECEIVED
SER 25 2013
By _____

DEC 25 2013
By _____

11. 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.
- ☒ 12a. I am filing a claim. I am not requesting a hearing at this time.
- ☐ 12b. I am requesting a hearing. A \$25 fee is required.
- ☐ Mediation
- ☐ a. Mediation is requested to be ordered pursuant to Reg. 67-1801 B.
- ☐ b. Mediation is required pursuant to Reg. 67-1802.
- ☐ c. Mediation is requested by consent of the Parties pursuant to Reg. 67-1803.
- ☐ d. Mediation has been conducted by a duly qualified mediator and resulted in an impasse.
- SCW/CC
- SEP 18 2012

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

I certify I have served this document pursuant to Reg. 6-211 of the Virginia Code
address PO Box 100185, Columbia, SC 29202

by ☒ first class postage ☐ certified mail ☐ personal service.

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

Preparer's Signature Amie L. Hill Attorney for Plaintiff or Claims Administrator Amie L. Hill

Companion Property and Casualty

amickle@mickleandbass.com
Email

8/11/2013
Date

Questions about the use of this form should be directed to the Judicial Department at 803.757.5675 or judicial@wcc.sc.gov or mediation@wcc.sc.gov. Refer to Regulations 67-205 through 67-211, 67-216, Regulations 67-601 through 67-615 and; Regulations 67-901 through 67-905 well as Reg. 67-1801.

WCC Form # 52
Revised 7/13

SEP 13 2013

52

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

Division of Claims
Claims Administrator
C. Workers' Comp. Comm

South Carolina Workers' Compensation Commission
1333 Main Street, Suite 500 • Post Office Box 1715
Columbia, South Carolina 29202-1715
(803) 737-5723 www.wcc.sc.gov



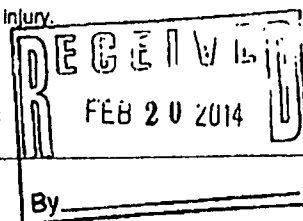
WCC File #: 1312352
Carrier File #: _____
Carrier Code #: _____
Employer FEIN #: _____

Claimant's Name: Timothy York (deceased) SSN: 250-39-0056 Employer's Name: Longlands Plantation a.k.a. Knollwood, Inc.
Address: 737 McMillan Road Address: 1504 Gourdln Road
City: Greeleyville State: SC Zip: 29056 City: Salters State: SC Zip: 29590
Home Phone: _____ Work Phone: _____ Insurance Carrier: Companion Property and Casualty Group
Preparer's Name: Ann McCroway Mickie Law Firm: Mickie & Bass, LLC Preparer's Phone #: (803) 929-0029

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

The Claimant is Timothy York (deceased) (relationship to employee) of Longlands Plantation a.k.a. Knollwood, Inc. (employee's name)

1. The employee sustained an accidental injury to the whole body (Part of Body Hurt) on 8/26/2013 (m/d/yyyy) in Williamsburg County, State of SC.
2. Both the employee and the employer were subject to the South Carolina Workers' Compensation Act at the time of injury.
3. The relationship of employer and employee existed at the time of injury.
4. At the time of the injury the employee was performing services arising out of and in the course of employment.
5. Notice of the accidental injury was given to the employer on 8/26/2013 (m/d/yyyy) in the following manner: Coworker and witness, Jerry McKenzie, notified police and supervisor verbally.
- ☐ 6. Due to injury, the employee received medical examination and treatment which remains unpaid by the employer.
- ☐ 7. Due to injury, the employee lost compensable time from work and wages for the periods of: _____
- ☒ 8. The employee died on 8/26/2013 (m/d/yyyy) as a result of the accidental injury, and death compensation is claimed.
9. At the time of the injury, the employee was paid weekly wages of \$ _____. The claimant demands an accounting of days worked and wages earned as provided by law.
10. Further grounds of claim: _____



11. 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.

☐ 12a. I am filing a claim. I am not requesting a hearing at this time.

☒ 12b. I am requesting a hearing. A \$25 fee is required.

Mediation

- ☐ a. Mediation is requested to be ordered pursuant to Reg. 67-1801 B.
☐ b. Mediation is required pursuant to Reg. 67-1802.
☐ c. Mediation is requested by consent of the Parties pursuant to Reg. 67-1803.
☐ d. Mediation has been conducted by a duly qualified mediator and resulted in an impasse.

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 Companion Property and Casualty
address PO Box 100165, Columbia, SC 29202 on the 18th day of January 20 14
by ☒ first class postage ☐ certified mail ☐ personal service.

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

Ann McCroway Mickie
Preparer's Signature

Attorney for Claimant
Title

amicke@mickleandbass.com
Email

2/18/14
Date

Questions about the use of this form should be directed to the Judicial Department at 803.757.5675 or judicial@wcc.sc.gov or mediation@wcc.sc.gov. Refer to Regulations 67-205 through 67-211, 67-216, Regulations 67-601 through 67-615 and; Regulations 67-901 through 67-905 well as Reg. 67-1801.

WCC Form # 52
Revised 7/13

52

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

SOUTH CAROLINA WORKERS' COMPENSATION COMMISSION
COLUMBIA, SOUTH CAROLINA
WCC FILE NO. 1312352

EMPLOYEE/CLAIMANT: TIMOTHY YORK

EMPLOYER: LONGLANDS PLANTATION A.K.A. KNOLLWOOD, INC.

CARRIER: COMPANION PROPERTY & CASUALTY INSURANCE COMPANY

SOUTH CAROLINA WORKERS' COMPENSATION HEARING

VOLUME I

PURSUANT TO NOTICE OF WORKERS' COMPENSATION
HEARING, THE WITHIN HEARING WAS TAKEN ON THE 5TH DAY OF
JUNE, 2014, COMMENCING AT THE HOUR OF 10:00 A.M., IN
CONWAY, SOUTH CAROLINA, BEFORE THE HONORABLE MELODY L.
JAMES, ATTENDED BY COUNSEL AS FOLLOWS:

TIMMI A. PARRISH
VERBATIM REPORTER

ORIGINAL

TIMMI A. PARRISH
COURT REPORTING SERVICES
POST OFFICE BOX 551
ROEBUCK, SC 29376
864-921-8743

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 JUNE THE 5TH, 2014. WE ARE HERE ON
8 WCC FILE NUMBER 1312352. THIS IS THE MATTER OF
9 TIMOTHY YORK, DECEASED, VERSUS LONGLANDS PLANTATION
10 A.K.A. KNOLLWOOD, INCORPORATED, ET AL. PRESENT IN
11 THE COURTROOM ON BEHALF OF THE DEFENDANTS IS MR.
12 BRANDON HYLTON. THIS IS A DEPENDENCY MATTER, SO
13 THERE ARE A NUMBER OF OTHER INDIVIDUALS IN THE
14 COURTROOM. LET ME IDENTIFY THOSE. THE DEPENDENCY
15 REPORT HAS INDICATED THAT POSSIBLE DEPENDENTS ARE
16 MS. YVONNE BURNS, MS. SHIRLEY YORK, MR. TYRONE YORK,
17 MR. JAVON BURNS, AND MR. FREDDIE SCOTT. PRESENT IN
18 THE COURTROOM ARE ALL OF THOSE INDIVIDUALS EXCEPT
19 FOR MR. FREDDIE SCOTT, AND MR. SCOTT HAS INDICATED
20 IN WRITING THAT HE HAS RECEIVED NOTICE OF TODAY'S
21 HEARING AND ALSO THAT HE IS WAIVING ANY INTEREST
22 THAT HE MAY HAVE IN THIS CLAIM. THOSE DOCUMENTS
23 HAVE BEEN PRESENTED TO ME AND WILL BE MADE A PART OF
24 THE CLAIMANT'S -- EXCUSE ME -- MS. SHIRLEY YORK'S
25 APAs WHEN THOSE ARE HANDED IN. AS TO MR. JAVON

1 BURNS AND TO MR. TYRONE YORK, I'VE ADVISED THEM THAT
2 THEY HAVE BEEN LISTED AS POTENTIAL DEPENDENTS IN
3 THIS MATTER, AND I ALSO NEED TO ADVISE YOU ON
4 RECORD, GENTLEMEN, I UNDERSTAND THAT YOU SAY YOU'RE
5 NOT MAKING ANY CLAIM FOR ANY DEPENDENCY OR ANY
6 AMOUNT OF THE DEATH BENEFITS IN THIS CLAIM. NOW,
7 YOU ARE ENTITLED TO ATTORNEYS IF YOU WISH TO CONSULT
8 ONE OR YOU WISH TO HIRE ONE. NOW, I'M GOING TO
9 ADDRESS EACH OF YOU INDIVIDUALLY. MR. TYRONE YORK,
10 IT'S MY UNDERSTANDING FROM PRETRIAL CONFERENCE THAT
11 YOU'VE INDICATED THAT YOU ARE NOT PURSUING ANY TYPE
12 OF BENEFITS, SIR. IS THAT CORRECT?

13 BY MR. YORK:

14 THAT'S CORRECT, MA'AM.

15 BY THE COMMISSIONER:

16 OKAY. YOU UNDERSTAND THAT YOU DO HAVE THE
17 RIGHT TO CONSULT A LAWYER?

18 BY MR. YORK:

19 YES, MA'AM; I DO UNDERSTAND.

20 BY THE COMMISSIONER:

21 BUT YOU ARE GOING TO WAIVE THE RIGHT TO A
22 LAWYER; IT'S MY UNDERSTANDING YOU ARE ALSO NOT
23 PURSUING ANY BENEFIT IN THIS CLAIM. IS THAT
24 CORRECT?

25 BY MR. YORK:

1 THAT'S CORRECT, MA'AM.

2 BY THE COMMISSIONER:

3 ALL RIGHT. DO YOU HAVE ANY QUESTIONS AT ALL?

4 BY MR. YORK:

5 NONE, MA'AM.

6 BY THE COMMISSIONER:

7 ALL RIGHT. AND MR. JAVON BURNS?

8 BY MR. BURNS:

9 YES, MA'AM.

10 BY THE COMMISSIONER:

11 IT'S MY UNDERSTANDING YOU'VE INDICATED IN
12 PRETRIAL THAT YOU ARE ALSO NOT PURSUING ANY TYPE OF
13 CLAIM. IS THAT CORRECT?

14 BY MR. BURNS:

15 YES, MA'AM.

16 BY THE COMMISSIONER:

17 YOU ALSO HAVE THE RIGHT TO AN ATTORNEY, SIR;
18 YOU UNDERSTAND THAT?

19 BY MR. BURNS:

20 YES, MA'AM.

21 BY THE COMMISSIONER:

22 ARE YOU WAIVING THAT RIGHT, SIR? EXCUSE ME.
23 DO YOU WISH TO HAVE AN ATTORNEY?

24 BY MR. BURNS:

25 NO, MA'AM.

1 BY THE COMMISSIONER:

2 ALL RIGHT. YOU DO NOT WISH TO HAVE AN
3 ATTORNEY, AND YOU ARE NOT MAKING ANY TYPE OF CLAIM,
4 AND YOU UNDERSTAND THAT TODAY WOULD BE THE DAY FOR
5 THAT?

6 BY MR. BURNS:

7 YES, MA'AM.

8 BY THE COMMISSIONER:

9 ALL RIGHT. BEFORE I RELEASE THESE TWO
10 GENTLEMEN, IS THERE ANYTHING ELSE THAT ANYONE WISHES
11 FOR ME TO COVER WITH THEM?

12 BY MR. HYLTON:

13 NONE FROM THE DEFENDANTS.

14 BY THE COMMISSIONER:

15 ALL RIGHT. AND AS I INDICATED IN PRETRIAL, YOU
16 ARE NOW WITNESSES, SO IF YOU CAN STEP OUTSIDE THE
17 COURTROOM, AND I UNDERSTAND THAT ONE OR BOTH OF YOU
18 MAY BE UNDER SUBPOENA, SO IF YOU WILL REMAIN IN THE
19 WAITING AREA.

20 BY MR. BURNS:

21 YES, MA'AM.

22 BY THE COMMISSIONER:

23 ALL RIGHT. THANK YOU.

24 (MR. YORK AND MR. BURNS EXIT HEARING.)

25 BY THE COMMISSIONER:

1 BY MR. HYLTON:

2 NONE FROM THE DEFENDANTS.

3 BY MR. JENKINSON:

4 NO, COMMISSIONER.

5 BY MS. MICKLE:

6 NONE FROM THE CLAIMANT, YOUR HONOR.

7 BY THE COMMISSIONER:

8 ALL RIGHT. AND WE ALSO, WITH REGARDS TO
9 PRODUCTION, HAD A DISCUSSION ABOUT SOME INFORMATION
10 THAT MAY NOT HAVE BEEN PROVIDED PRIOR TO THE HEARING
11 THAT WILL BE BROUGHT TO THE ATTENTION OF THE
12 COMMISSION DURING THE HEARING, BUT IT IS IN THE
13 NATURE OF DOCUMENTS CONCERNING THE EMPLOYMENT OF MS.
14 BURNS AND THE LOCATION OF THOSE DOCUMENTS. AT THAT
15 POINT IN TIME, AT THE END OF THE HEARING, THE RECORD
16 WILL BE ADDRESSED AS TO LEAVING THE RECORD OPEN FOR
17 THOSE DOCUMENTS.

18 BY MS. MICKLE:

19 AND THAT'S OUR FORMAL -- JUST FOR THE RECORD,
20 THAT'S OUR FORMAL MOTION TO COMPEL THAT INFORMATION.

21 BY THE COMMISSIONER:

22 ALL RIGHT. THE -- I'LL JUST STATE FOR THE
23 RECORD -- AND, OF COURSE, ALL OF THIS WILL BE
24 FLESHED OUT, AND AT THE END IF YOU ALL DESIRE TO
25 MAKE ANY STATEMENTS AS TO THE EVIDENCE AND WHAT YOU

1 THINK THE APPLICATION OF THE LAW IS, THEN WE'LL DO
2 THAT AT THAT POINT IN TIME. IT'S MY UNDERSTANDING
3 THAT MS. BURNS IS PRESENT IN THE COURTROOM. SHE
4 ALLEGES THAT SHE IS THE COMMON LAW WIFE OF MR. YORK
5 AND THAT PURSUANT TO LAW, INCLUDING COMMON LAW
6 CONCERNING COMMON LAW SPOUSES, THAT SHE IS THE SOLE
7 DEPENDENT; SHE WILL BE THE SOLE BENEFICIARY, THE
8 SOLE TAKER WITH REGARDS TO THE DEATH BENEFITS. THE
9 MOTHER OF THE DECEDENT, MS. SHIRLEY YORK, IS IN THE
10 COURTROOM. HER POSITION IS THAT MS. BURNS IS NOT
11 COMMON LAW SPOUSE AND THAT, THEREFORE, AS THE MOTHER
12 AND THE SOLE NEXT OF KIN MAKING CLAIM IN THIS
13 MATTER, IS THAT SHE IS THE APPROPRIATE PARTY TO TAKE
14 PURSUANT TO STATUTE AND LAW. I THINK -- WELL, NO,
15 THERE ARE A COUPLE OF OTHER ISSUES. THE DEFENDANTS
16 ARE REQUESTING A FINDING AS TO WHO TO DIRECT PAYMENT
17 OF THE FUNERAL BILL. ALSO, IT'S THE DEFENDANTS'
18 POSITION THAT PAYMENT SHOULD BE MADE PURSUANT TO THE
19 CURRENT PRESENT VALUE TABLES AND NOT AS THE TABLES
20 AS WOULD BE AMENDED EFFECTIVE JUNE 27.

21 IS THERE ANYTHING ELSE ON BEHALF OF THE
22 DEFENDANT?

23 BY MS. MICKLE:

24 YOUR HONOR?

25 BY THE COMMISSIONER:

1 YES, MA'AM?

2 BY MS. MICKLE:

3 ON BEHALF OF THE CLAIMANT -- I THINK THAT BILLY
4 WOULD SHARE THIS VIEW -- BUT BOTH OF US ARE GOING TO
5 BE REQUESTING UTICA-MOHAWK LANGUAGE. I DON'T THINK
6 THERE'S ANY OBJECTION TO IT. IT BENEFITS YOU AND
7 BENEFITS ME.

8 BY MR. HYLTON:

9 WE DON'T HAVE ANY OBJECTION TO THE ALLOCATION
10 LANGUAGE.

11 BY MR. JENKINSON:

12 AND I WOULD ALSO ADD, YOUR HONOR, WE'D HAVE AN
13 ALTERNATIVE POSITION. IN THE EVENT THE COURT WOULD
14 NOT FIND COMMON LAW MARRIAGE, THEN THAT MS. BURNS
15 WOULD BE A DEPENDENT UNDER THE STATUTE AND WOULD BE
16 ENTITLED TO BENEFITS AS A DEPENDENT UNDER THE
17 STATUTE. THAT WOULD BE OUR ALTERNATIVE POSITION.

18 BY THE COMMISSIONER:

19 IS THERE ANYTHING FURTHER FROM MS. SHIRLEY
20 YORK?

21 BY MS. MICKLE:

22 AND OUR POSITION, YOUR HONOR, IS THAT, OF
23 COURSE, AS YOU SAID, UNDER 42-9-140(B) IF THE
24 DECEASED EMPLOYEE LEAVES NO DEPENDENTS OR NON-
25 DEPENDENT CHILDREN THE EMPLOYER SHALL PAY THE

1 COMMUTED AMOUNTS TO THE FATHER AND MOTHER
2 IRRESPECTIVE OF AGE OR DEPENDENCY. SO, OUR POSITION
3 IS THERE IS NO COMMON LAW WIFE, AND SO PURSUANT TO
4 THE STATUTE SHIRLEY YORK WOULD TAKE IRRESPECTIVE OF
5 AGE OR DEPENDENCY. NOW, WITH REGARD TO MR.
6 JENKINSON'S FALLBACK POSITION, OUR POSITION IS THAT
7 IF SHE IS NOT A COMMON LAW WIFE, THEN SHE HAS NO
8 STATUTORY RIGHT WHATSOEVER TO BE A DEPENDENT. SHE
9 DOES NOT QUALIFY AS A LEGAL DEPENDENT, AND THE CASE
10 LAW IS CLEAR AS TO WHO CAN BE LEGAL DEPENDENTS.
11 WE'VE HANDED UP A BRIEF ON THAT ISSUE. BUT IN ORDER
12 TO BE A LEGAL DEPENDENT, YOU HAVE TO HAVE SOME TYPE
13 OF LEGAL STATUS, WHICH IS SET OUT BY STATUTE:
14 FATHER, MOTHER, SISTER, BROTHER. TYPICALLY IT'S
15 FAMILIAL AND IN THE BLOODLINES. EVERY CASE THAT
16 WE'VE CITED, EVERY CASE THAT YOU'LL SEE, EVERY CASE
17 THAT WE HANDED UP, THE DEPENDENT HAD A FAMILIAL
18 RELATIONSHIP. AND SO, IF SHE IS NOT A COMMON LAW
19 WIFE, SHE IS -- SHE DOES NOT HAVE A FAMILIAL
20 RELATIONSHIP, AND SHE CANNOT BE A DEPENDENT BY LAW.
21 TO FURTHER BUTTRESS THAT POINT, BECAUSE WHAT BILLY
22 IS ESSENTIALLY SAYING IS THAT EVEN THOUGH SHE'S NOT
23 A COMMON LAW WIFE, SHE COULD BE A STRANGER DEPENDING
24 ON HIM FOR SUPPORT AND SHE WOULD TAKE UNDER THE
25 STATUTE. WELL, THAT'S NOT THE LEGISLATIVE INTENT,

1 AND YOU WILL SEE IN EVERY CASE THAT WE HAVE CITED IN
2 OUR BRIEF, THERE WAS A LEGAL STATUS, WHICH WAS A
3 BLOODLINE STATUS -- STEPSON, STEPDAUGHTER, COUSIN,
4 NEPHEW, MOTHER, FATHER -- THERE WAS A LEGAL STATUS
5 THAT ENTITLED THEM TO TAKE. IF YOU BUY BILLY'S
6 ARGUMENT THAT JUST BECAUSE SHE'S DEPENDENT UPON HIM
7 IN SOME WAY FOR SUPPORT SHE SHOULD TAKE, THEN TOTAL
8 STRANGERS TAKE.

9 FOR EXAMPLE, JUST TO PLAY THAT ARGUMENT OUT TO
10 LET YOU SEE HOW WE THINK IT'S ABSURD, MICKLE AND
11 BASS HAS A TRUST ACCOUNT, AN OPERATING ACCOUNT, AND
12 A TITHING ACCOUNT, THREE ACCOUNTS THAT WE USE. AND
13 OUT OF THAT TITHING ACCOUNT -- THIS WAS ESTABLISHED
14 WHEN WE FIRST STARTED THE BUSINESS. BUT OUT OF THE
15 TITHING ACCOUNT WE SUPPORT ORPHANAGES AND CHILDREN
16 WHO OTHERWISE, IF THEY DON'T GET THIS MONEY, WOULD
17 STARVE. SO THEY ARE DEPENDENT UPON MICKLE AND BASS
18 FOR SUPPORT IN TERMS OF THE TITHES, THE ENORMOUS
19 TITHES THAT WE SEND. AND SO, UNDER BILLY'S
20 ARGUMENT, IF SOMETHING HAPPENED TO ME OR ALAN THEN
21 EVERY ORPHANAGE, EVERY CHILD IN SOUTH AMERICA OR IN
22 SOUTH AFRICA COULD MAKE A CLAIM FOR DEPENDENCY IF
23 SOMETHING HAPPENS TO ME AT WORK. GOD FORBID THAT
24 WILL NEVER HAPPEN. IT'S A WORK-RELATED ACCIDENT AND
25 IT RESULTS IN MY DEATH, THEY COULD MAKE A CLAIM AS A

1 DEPENDENT UNDER HIS ARGUMENT, AND THEY HAVE
2 ABSOLUTELY NO BIOLOGICAL OR FAMILIAL RELATIONSHIP,
3 AND THAT'S EXACTLY WHAT HE IS TRYING TO DO. HE IS
4 TRYING TO SAY, WELL, IF SHE'S OUT AS A COMMON LAW
5 WIFE, THEN SHE WAS DEPENDENT. WELL, SO ARE THE
6 PEOPLE IN SOUTH AFRICA AND IN SOUTH AMERICA. THAT
7 DOESN'T MAKE THEM A DEPENDENT, AND IT DOESN'T GIVE
8 THEM A LEGAL STATUS UNDER OUR STATUTES TO TAKE. AND
9 I -- HE JUST OUTLINED HIS DROP-BACK POSITION, AND I
10 JUST WANTED TO ILLUMINATE OURS JUST TO -- SO YOU
11 WOULD UNDERSTAND IT. BUT IT'S ALSO ADDRESSED IN OUR
12 BRIEF AND IN THE CASE LAW.

13 BY MR. JENKINSON:

14 CAN I RESPOND SINCE I WAS BEING SPOKEN FOR AT
15 LENGTH? IT IS NOT MY POSITION -- THE CASE LAW IN
16 THIS STATE, BASED UPON THE -- PASSED UP WAS DAY
17 VERSUS DAY, AND OUR SUPREME COURT IN THAT CASE
18 STATED IT IS GENERALLY -- OUR ACT DOES NOT DEFINE
19 DEPENDENCY AND DOES NOT SPECIFICALLY INDICATE WHO
20 ARE DEPENDENTS EXCEPT THE DESIGNATED PERSONS WHO ARE
21 CONCLUSIVELY PRESUMED TO BE WHOLLY DEPENDENT.
22 STATED GENERALLY, A DEPENDENT IS ONE WHO LOOKS TO
23 ANOTHER FOR SUPPORT AND MAINTENANCE, ONE WHO IS, IN
24 FACT, DEPENDENT, ONE WHO RELIES ON ANOTHER FOR THE
25 REASONABLE NECESSITIES OF LIFE. AND THAT'S ALSO --

1 IT APPEARS IN SOUTH CAROLINA SECOND INJURY FUND
2 VERSUS YOUNG. AGAIN -- AND THIS HAS BEEN COVERED
3 WELL IN THIS. TECHNICALLY I THINK, YOU KNOW, IF YOU
4 WANT TO CARRY IT TO THE EXTREME -- I'M NOT GOING TO
5 USE MY LAW FIRM AS AN EXAMPLE; I'M GOING TO USE A
6 PERSON WHO DIES. LET'S SUPPOSE THAT TWO PEOPLE LIVE
7 TOGETHER AS PARTNERS OR AS JUST FRIENDS WHO LIVE --
8 SHARE AN APARTMENT AND ONE OF THEM IS UNEMPLOYED AND
9 DEPENDS UPON HIS FRIEND WITH WHOM HE LIVES FOR HIS
10 ENTIRE INCOME, AND THAT GOES ON FOR A CONSIDERABLE
11 LENGTH OF TIME, AND IT'S ADMITTED, THEN THAT PERSON
12 BECOMES A DEPENDENT UNDER OUR STATUTE. AND, AGAIN,
13 I'M NOT ARGUING OUR CASE. I THINK CASE LAW IN THE
14 HORNBOOK -- IT'S HORNBOOK LAW, NOT JUST CASE LAW --
15 THAT THAT IS THE STATUS OF DEPENDENCY AS FAR AS
16 WORKERS' COMPENSATION. BUT I'M GOING TO LEAVE THAT
17 TO THE COMMISSIONER TO DECIDE.

18 **BY MS. MICKLE:**

19 AND I AM SO GLAD THAT BILLY MENTIONED THE DAY
20 VERSUS DAY CASE BECAUSE YOU'LL SEE IN MY BRIEF THAT
21 IT GOES ON TO SAY THAT DEPENDENCY AND IT -- IN
22 QUOTES, (AS READ) "DOES NOT INCLUDE THE MAINTENANCE
23 OF OTHERS WHOM THE DECEASED IS UNDER NO LEGAL
24 OBLIGATION TO MAINTAIN." AND THEN I'LL ALSO CITE,
25 BECAUSE HE'S USING SUCH A BROAD DEFINITION OF

1 DEPENDENCY, I'LL CITE THE NORTH CAROLINA CASE
2 BECAUSE OUR STATUTES ON DEPENDENCY ARE MODELED AFTER
3 NORTH CAROLINA, AND I PUT THIS IN MY BRIEF. IT SAYS
4 IN THE -- IN THE FLEMING CASE IT SAYS THAT A WOMAN
5 LIVING IN COHABITATION WITH A MAN TO WHOM SHE IS NOT
6 MARRIED IS NOT WITHIN THE PURVIEW OF THE TERM IN ALL
7 OTHER CASES, BECAUSE THAT'S THE LANGUAGE THAT HE'S
8 SEIZING ON IN THE -- IN THAT PORTION OF THE
9 DEPENDENCY STATUTE, BECAUSE IT SAYS IN ALL OTHER
10 CASES OF DEPENDENCY. AND SO, THIS CASE SPECIFICALLY
11 SAYS THAT IN ALL OTHER CASES, THAT PARTICULAR
12 LANGUAGE, IT DOES NOT INCLUDE A WOMAN WHO IS LIVING
13 -- JUST LIVING TOGETHER WITH SOMEONE WITHOUT THE
14 BENEFIT OF MARRIAGE. THEY DO NOT OBTAIN THE LEGAL
15 STATUS OF A DEPENDENT WHICH WILL ALLOW THEM TO
16 QUALIFY UNDER THE STATUTE. THAT IS NOT THE
17 LEGISLATIVE INTENT. I WOULD AGREE WITH THAT CASE
18 THAT HE JUST CITED, BUT I'D LIKE YOU TO READ THE
19 WHOLE CASE.

20 BY THE COMMISSIONER:

21 AND I CERTAINLY WILL READ EVERYTHING THAT YOU
22 ALL HAVE HANDED UP TO ME OR BROUGHT TO MY ATTENTION.
23 THERE IS ONE OTHER ISSUE THAT DOES NEED TO BE
24 CLARIFIED. I THINK WE'RE ALL ENGROSSED IN THE
25 ABSOLUTE ISSUE, BUT I DO NEED TO ADDRESS AND MAKE

1 Q. AND THIS VERY WELL COULD HAVE BEEN WHAT HAPPENED TO
2 TIMOTHY YORK BACK IN 2012, IS HE LOST HIS CARD AND
3 JUST CALLED AND GOT ANOTHER ONE?

4 A. POSSIBLY, YES, SIR.

5 Q. AND THAT'S A VERY LIKELY SITUATION, ISN'T IT?

6 A. YES, SIR.

7 Q. AND YOU WOULDN'T DENY THAT HAPPENED HERE, WOULD YOU?

8 A. NO, SIR.

9 Q. OKAY. NOW, THE RECORD DOESN'T SHOW WHY PEOPLE
10 DEACTIVATE; THEY JUST CALL IN AND SAY, "DEACTIVATE
11 AND SEND ME ANOTHER ONE," OR THEY MIGHT TELL WHOEVER
12 IS ON THE OTHER END OF THE PHONE, "I LOST IT"? YOU
13 ROUTINELY MAIL THEM ANOTHER ONE, DON'T YOU?

14 A. THAT'S CORRECT.

15 Q. AND THAT'S ALL YOU REALLY KNOW ABOUT THE DEBIT CARD
16 IN THIS CASE?

17 A. THAT'S CORRECT.

18 Q. AND IT IS VERY LIKELY THAT HE COULD HAVE LOST IT AND
19 JUST ASKED FOR A REPLACEMENT?

20 A. THAT'S CORRECT.

21 Q. NOW, BASED ON THE RECORD IT LOOKED LIKE HIS CHECK
22 WOULD BE TRANSFERRED ELECTRONICALLY FROM DELAWARE.
23 THAT'S MR. CARPENTER, AND THE CARPENTER FAMILY LIVES
24 IN DELAWARE, BUT THEY OWN LONGLANDS PLANTATION WHERE
25 TIMOTHY YORK AND A NUMBER OF OTHER PEOPLE WORK?

1 A. YES, SIR.

2 Q. YOU ALL ARE FAMILIAR WITH THEM, AREN'T YOU?

3 A. YES, SIR.

4 Q. AND HIS CHECK USUALLY COMES ON FRIDAYS, ABOUT \$373
5 BASED ON YOUR RECORDS?

6 A. I WOULD SAY SO.

7 Q. AND PRETTY MUCH ON FRIDAYS SOMEBODY GOES IN WITH A
8 DEBIT CARD AND TAKES ALL THAT MONEY OUT, DON'T THEY?

9 A. I DON'T HAVE THE RECORDS IN FRONT OF ME, BUT THAT IS
10 ONE OF THE ADVANTAGES OF A DEBIT CARD, IS TO ---

11 Q. RIGHT. AND THAT'S SOMETHING PEOPLE DO, DON'T THEY?

12 A. YES, SIR.

13 Q. NOW, IF TIMOTHY YORK GAVE ME HIS DEBIT CARD AND HIS
14 PIN NUMBER, I COULD GO IN AND TAKE THAT MONEY OUT
15 MYSELF, COULDN'T I?

16 A. YES, SIR.

17 Q. AND IF HE GAVE IT TO YVONNE BURNS, THAT COULD EASILY
18 BE THE CASE?

19 A. YES, SIR.

20 Q. MATTER OF FACT, IN A LOT OF MARITAL RELATIONSHIPS A
21 LOT OF WIVES WILL GO TAKE -- USE THEIR HUSBANDS'
22 DEBIT CARDS, WON'T THEY?

23 **BY MS. MICKLE:**

24 OBJECTION, YOUR HONOR. SHE CAN'T SPEAK AS TO
25 OTHER MARITAL RELATIONSHIPS, IN A LOT OF OTHER

1 TAKE A BRIEF LOOK AT THE INFORMATION, AND WE WENT
2 OVER IT A LITTLE BIT EARLIER. IF YOU CAN TAKE A
3 BRIEF LOOK AT THIS INFORMATION. IS THIS INFORMATION
4 THAT YOU'VE PROVIDED ME?

5 A. ABSOLUTELY.

6 Q. AND THAT'S PURSUANT TO MY SUBPOENA ASKING YOU FOR
7 POLICY INFORMATION WITH REGARD TO MR. TIMOTHY YORK.
8 IS THAT A FAIR STATEMENT?

9 A. YES.

10 Q. OKAY. AND BASED UPON YOUR REVIEW OF MR. YORK'S
11 FILE, HOW MANY POLICIES AND OVER WHAT PERIOD OF TIME
12 DID HE HAVE THESE POLICIES WITH YOUR OFFICE? AND IF
13 YOU NEED MY ---

14 A. YEAH.

15 Q. YOU CAN HAVE ---

16 A. I THINK -- AND I'M NOT USUALLY THIS ORGANIZED, BUT
17 ---

18 Q. THAT'S YOUR COVER LETTER. THAT WOULD HELP.

19 A. YEAH. BACK FROM 2008 UNTIL THE MOST RECENT POLICY
20 WE HAD, WHICH ENDED IN 2012, WHICH THE DECLARATION
21 PAGE SAID IT WOULD END IN 2012, OF COURSE, IF IT
22 WERE PAID, YOU KNOW. SO, FROM '08 TO '12 ARE THE
23 DOCUMENTS THAT I HAVE.

24 Q. OKAY. WHICH WOULD SHOW THAT HE MAINTAINED AN ACTIVE
25 -- WHAT TYPE OF POLICY WAS THAT?

1 A. AUTO INSURANCE.

2 Q. --- AN ACTIVE AUTO INSURANCE POLICY WITH YOU DURING
3 THOSE BRACKETED DATES?

4 A. RIGHT.

5 Q. WOULD THAT BE FAIR?

6 A. CORRECT.

7 Q. OKAY. AND I'M GOING TO DIRECT YOUR ATTENTION TO ---
8 BY MS. MICKLE:

9 AND, COMMISSIONER, THIS IS PAGE 67 OF OUR APAs.
10 DIRECT EXAMINATION RESUMED BY MS. MICKLE:

11 Q. MY NEXT QUESTION TO YOU, IF YOU'D TAKE A LOOK AT
12 THAT DOCUMENT ---

13 A. SURE.

14 Q. YOU CAN ALSO LOOK AT ANY INFORMATION YOU'D LIKE TO
15 LOOK AT IN YOUR FILE AS WELL.

16 A. SURE.

17 Q. DURING THE PENDENCY OF YOUR RELATIONSHIP WITH HIM IN
18 TERMS OF WRITING THESE LOANS, HOW DID HE LIST HIS
19 MARITAL STATUS?

20 A. SINGLE.

21 Q. DID HE EVER LIST HIS MARITAL STATUS AS ANYTHING
22 OTHER THAN SINGLE?

23 A. NOT ON OUR DOCUMENTS; NO, MA'AM.

24 Q. ALL RIGHT. AND I'M LOOKING AT -- SO THAT I CAN --
25 IT LOOKS LIKE HE USED A COUPLE OF -- HE USED A

1 A. THEY MADE IT MONTHLY.

2 Q. SO THEY WOULD COME SEE YOU?

3 A. YES, SIR.

4 Q. THE SECOND DOCUMENT IN THERE IS NOVEMBER 13TH. NOW,
5 THIS WOULD HAVE BEEN ABOUT, WHAT, ABOUT SIX MONTHS
6 LATER?

7 A. YES, SIR.

8 Q. THEY CAME IN AND -- NOW, WE'VE GOT TWO NAMES. I
9 SAY, "THEY CAME." WHO CAME IN THAT DAY?

10 A. THEY BOTH CAME IN AND PICKED OUT SOME FURNITURE.

11 Q. OKAY. NOW, TELL -- WHAT ITEMS DID THEY LOOK AT OR
12 PURCHASE THAT DAY?

13 A. THEY BOUGHT A RECLINER, TWO RECLINERS -- A SOFA
14 RECLINER THAT RECLINES, A RECLINER, THEN THEY BOUGHT
15 SOME LINOLEUM, VINYL FLOOR COVERING.

16 Q. NOW, THAT'S APA 233. TELL ME WHO THE TWO PERSONS
17 WHO PURCHASED THOSE ITEMS WERE.

18 A. TIM AND YVONNE. THEY BOTH CAME IN.

19 Q. WHAT NAMES DID THEY PUT ON THE APPLICATION?

20 A. WHEN THEY -- WHEN THEY CAME IN AND THEY PURCHASED
21 IT, THEY HAD -- THEY WAS SMILING AND HAPPY, AND THEY
22 SAID THEY WERE GETTING MARRIED IN A COUPLE WEEKS. I
23 SAID, "OKAY. CONGRATULATIONS," YOU KNOW. SO THEY
24 BOUGHT THEIR FURNITURE, AND I WORKED UP THE
25 CONTRACT, AND HE TOLD HER TO SIGN THE CONTRACT.

1 "SHE SIGNS ALL OF MY BUSINESS." I SAID, "OKAY."
2 SHE WENT TO SIGN IT AS YVONNE BURNS. I SAID, "WELL,
3 IF YOU'RE GETTING MARRIED IN A COUPLE WEEKS, GO
4 AHEAD AND PUT YORK 'CAUSE THAT'S GONNA BE YOUR NAME
5 IN A COUPLE WEEKS. NO NEED TO HAVE TO GO THROUGH
6 ALL THIS RIGMAROLE AND HAVING IT CHANGED." SO, SHE
7 SIGNED THE CONTRACT, AND HE DIDN'T -- AND SO IT HAD
8 HER LISTED AS CO-DEBTOR.

9 Q. OKAY. SO, BOTH OF THEM -- NOW, WHO WERE THE
10 PURCHASERS; ONE OR BOTH?

11 A. THEY WAS BOTH OF THEM'S NAME.

12 Q. NOW, WHEN THE CONVERSATION TOOK PLACE ABOUT WE'RE
13 GETTING MARRIED, WHO WAS PRESENT IN THAT
14 CONVERSATION?

15 A. THEY WERE BOTH TOGETHER, AND I DON'T -- COULDN'T
16 TELL YOU WHICH ONE SAID IT, BUT ONE SAID THEY WERE
17 GETTING MARRIED, AND THE OTHER ONE DIDN'T DISAGREE.
18 THEY WERE STANDING THERE SIDE BY SIDE.

19 Q. OKAY. BUT YOU DON'T RECALL WHICH ONE?

20 A. NO, SIR; I COULD NOT HONESTLY.

21 Q. NOW, IN YOUR LETTER, APA 231, YOU MADE THE
22 STATEMENT, "THEY SAID THEY WERE GETTING MARRIED, AND
23 SHE SIGNED IT YVONNE B. YORK"?

24 A. YES, SIR; THAT'S CORRECT.

25 Q. NOW, AFTER NOVEMBER 13TH, 2012, WHO CAME IN TO MAKE

1 BY THE COMMISSIONER:

2 YOUR WITNESS, MR. JENKINSON.

3 DIRECT EXAMINATION BY MR. JENKINSON:

4 Q. MR. RODGERS, GIVE US YOUR FULL NAME.

5 A. ALTHONIA RODGERS.

6 Q. WHERE DO YOU LIVE, SIR?

7 A. GREELEYVILLE.

8 Q. WHERE ARE YOU EMPLOYED?

9 A. LONGLANDS PLANTATION.

10 Q. HOW LONG HAVE YOU WORKED THERE?

11 A. THIRTY-FIVE YEARS.

12 Q. IS IT SAFE TO SAY YOU KNEW TIMOTHY "BLUE" YORK WELL?

13 A. WELL.

14 Q. HOW LONG DID YOU ALL WORK TOGETHER AT LONGLANDS
15 PLANTATION?

16 A. ABOUT 20 YEARS OR SO.

17 Q. BESIDES WORKING WITH HIM EVERY DAY, DID YOU AND
18 TIMOTHY YORK ALSO SOCIALIZE TOGETHER?

19 A. SEVEN DAYS A WEEK.

20 Q. AND YOU WERE VERY CLOSE TO HIM?

21 A. YES.

22 Q. YOU ALSO PARTICIPATED IN AN INVESTIGATION BY TUTEN
23 INSURANCE SERVICES AND PROVIDED A STATEMENT ABOUT
24 TIMOTHY YORK BACK ON NOVEMBER 10TH, 2013?

25 A. YES.

1 Q. NOW, HOW LONG HAVE YOU KNOWN TIMOTHY YORK?
2 A. JUST ABOUT ALL HIS LIFE.
3 Q. NOW, AT THE TIME OF HIS DEATH, WHERE WAS TIMOTHY
4 LIVING?
5 A. WITH YVONNE BURNS.
6 Q. HOW LONG HAD HE BEEN LIVING WITH YVONNE BURNS PRIOR
7 TO HIS DEATH?
8 A. ALONG AROUND SIX, SEVEN YEARS OR SO.
9 Q. SIX OR SEVEN YEARS? YOU DON'T KNOW EXACTLY?
10 A. I DON'T KNOW EXACTLY.
11 Q. WAS IT AT LEAST THAT LONG?
12 A. AT LEAST.
13 Q. IN THE STATEMENT THAT YOU GAVE TUTEN, I BELIEVE, AND
14 IN THE INVESTIGATIVE REPORT, YOU SAID IT COULD HAVE
15 BEEN AT LEAST SEVEN YEARS OR MORE?
16 A. UH-HUH.
17 Q. IT WAS A GOOD WHILE?
18 A. A LONG TIME.
19 Q. HAD YOU EVER BEEN TO THEIR -- WHERE THEY WERE
20 LIVING?
21 A. OH, YEAH.
22 Q. WHERE WAS THAT?
23 A. IN LANE.
24 Q. AND WHAT WAS THE ROAD THEY LIVED ON?
25 A. CALLED BROOMSTRAW ROAD.

1 Q. AND WHOSE HOUSE WERE THEY LIVING IN?
2 A. YVONNE'S.
3 Q. AT ANY TIME DURING THAT SIX YEARS OR SO THAT TIMOTHY
4 YORK LIVED THERE, DID YOU EVER VISIT HIM AT HOME?
5 A. AT HOME?
6 Q. IN THAT HOME.
7 A. ALL THE TIME.
8 Q. AT ANY TIME DURING THAT SIX YEARS OR SO, DID TIMOTHY
9 YORK EVER NOT LIVE IN THAT RESIDENCE OR LIVE WITH
10 YVONNE?
11 A. NO. HE'D STAY THERE ALL THE TIME.
12 Q. NOW, I'M NOT TALKING ABOUT SPENDING AN OCCASIONAL
13 NIGHT WAY; I'M TALKING ABOUT WHERE DID HE STAY?
14 WHERE WERE HIS CLOTHES?
15 A. HIS -- AT YVONNE'S.
16 Q. WHERE DID HE EAT?
17 A. YVONNE'S.
18 Q. WHAT WOULD YOU -- HOW WOULD YOU DESCRIBE THE
19 RELATIONSHIP -- WELL, LET ME ASK YOU THIS BEFORE I
20 GO THERE. HOW FREQUENTLY WOULD YOU SEE YVONNE?
21 A. EVERY SO OFTEN 'CAUSE SHE DO THAT PATIENT THING AND
22 SHE GOES AND COMES, HER WORK. SOMETIMES I GO THERE
23 AND SHE'S NOT EVEN THERE.
24 Q. IN THE HOUSE?
25 A. AT THE HOUSE.

1 Q. AND DID YOU SEE HER AT THE HOUSE?

2 A. UH-HUH.

3 Q. BASED ON YOUR OBSERVATIONS, WHAT WAS THE
4 RELATIONSHIP BETWEEN YVONNE AND TIMOTHY YORK DURING
5 THAT SIX OR SEVEN YEARS?

6 A. IT WAS LIKE THEY WAS MARRIED.

7 Q. LIKE THEY WERE MARRIED?

8 A. YEAH.

9 Q. NOW, YOU GAVE THAT EXPLANATION IN THE -- IN THIS
10 INVESTIGATION BACK LAST NOVEMBER. WHY DO YOU SAY IT
11 WAS LIKE THEY WERE MARRIED?

12 **BY MS. MICKLE:**

13 OBJECTION TO THE FORM OF THE QUESTION. HE'S
14 TELLING THE WITNESS, "YOU GAVE THAT INFORMATION TO
15 THE INVESTIGATOR," AND THEN HE GOES TO HIS NEXT
16 QUESTION. AND THAT'S NOT THE INFORMATION THAT HE
17 GAVE TO THE INVESTIGATOR BECAUSE WHAT HE SAID TO THE
18 INVESTIGATOR WAS THAT THEY WERE SUPPOSED TO GET
19 MARRIED. SO HE'S NOT ASKING A QUESTION; HE'S
20 TELLING HIM INFORMATION. SO I'LL OBJECT TO THAT AND
21 MOVE TO STRIKE IT.

22 **BY MR. JENKINSON:**

23 I WILL WITHDRAW THE QUESTION.

24 **BY MS. MICKLE:**

25 THANK YOU.

1 ALL RIGHT. IS IT ESTABLISHED THAT THIS WITNESS
2 -- NOW, I UNDERSTAND THE TESTIMONY WITH REGARDS TO
3 HOW MUCH HE WAS AROUND THIS GENTLEMAN, SEVEN DAYS A
4 WEEK. IS IT ESTABLISHED THAT THIS WITNESS WOULD
5 KNOW HOW THE FINANCES WITH REGARD TO THESE TWO
6 INDIVIDUALS WERE HANDLED?

7 BY MR. JENKINSON:

8 I'LL DO THAT.

9 DIRECT EXAMINATION RESUMED BY MR. JENKINSON:

10 Q. HOW DO YOU KNOW HOW THE FINANCES BETWEEN TIMOTHY AND
11 YVONNE WERE HANDLED?

12 A. BECAUSE THAT'S WHAT HE TELLS ME.

13 Q. HOW ABOUT ---

14 BY MS. MICKLE:

15 OBJECTION, AGAIN, TO WHAT HE SAID.

16 BY MR. JENKINSON:

17 HE'S AN UNINTERESTED PARTY.

18 DIRECT EXAMINATION RESUMED BY MR. JENKINSON:

19 Q. YOU SAID MS. -- WHO TOLD YOU THAT?

20 A. TIMOTHY DID.

21 BY MS. MICKLE:

22 AGAIN, I DON'T KNOW WHETHER HE'S UNINTERESTED
23 OR NOT, IF HE'S SEEING MS. BURNS RIGHT NOW OR WHAT
24 THEIR RELATIONSHIP IS. BUT, AGAIN, SAME OBJECTION.
25 I DON'T KNOW HOW INTERESTED HE IS. WHEN HE SAYS

1 HE'S A DISINTERESTED PARTY, I DON'T KNOW IF HE'S
2 DISINTERESTED. WE CAN'T CONCEDE THAT.

3 DIRECT EXAMINATION RESUMED BY MR. JENKINSON:

4 Q. FOR SOME OF THOSE IN THE COURTROOM, TELL THE COURT
5 WHAT YOUR RELATIONSHIP WITH MS. BURNS IS.

6 A. JUST FRIENDS.

7 Q. WHO DO YOU LIVE WITH?

8 A. I LIVE WITH MY WIFE.

9 Q. HOW LONG HAVE YOU BEEN MARRIED?

10 A. FOURTEEN YEARS.

11 Q. ARE YOU HAPPILY MARRIED?

12 A. YES, I AM.

13 Q. AND IS YOUR WIFE VERY ILL?

14 A. YEAH.

15 Q. YOU NEED TO GET BACK TO GET HER TO THE HOSPITAL, DO
16 YOU NOT?

17 A. THAT'S RIGHT.

18 Q. DO YOU HAVE ANY KIND OF FINANCIAL BUSINESS OR
19 PERSONAL RELATIONSHIP WITH YVONNE BURNS?

20 A. NO. UH-UH.

21 Q. HAVE YOU EVER HAD SUCH A RELATIONSHIP WITH HER?

22 A. NO, NEVER.

23 Q. NOW, YOU SAID THAT TIMOTHY TOLD YOU ABOUT THE
24 FINANCIAL -- HOW HIS MONEY WAS HANDLED?

25 A. THAT'S RIGHT.

1 Q. TELL US WHAT YOU KNEW FROM TIMOTHY.

2 A. WE WERE GETTING OUR CHECKS THROUGH DIRECT DEPOSIT,
3 AND WHILE WE WERE WORKING -- HE DIDN'T HAVE A
4 LICENSE TO GO TO THE BANK AND GET HIS MONEY, SO
5 YVONNE HANDLES HIS DEBIT CARD. SHE GOES THERE AND
6 GET THE MONEY, AND THEY GET TOGETHER AT THE JOB, AND
7 THEY FIGURE OUT WHAT THEY GONNA PAY, AND THAT'S WHAT
8 THEY DO.

9 Q. HOW MUCH WOULD BLUE GET A WEEK? DID HE EVER TELL
10 YOU?

11 A. HE DON'T TELL ME THAT, NOW.

12 Q. HE DIDN'T TELL YOU HOW MUCH HE GOT?

13 A. UH-UH.

14 Q. OKAY. BUT YOU -- THAT WAS THE WAY HE DESCRIBED IT
15 TO YOU?

16 A. UH, YEAH.

17 Q. WHO HAD HIS DEBIT CARD?

18 A. YVONNE.

19 Q. YOU KNOW THAT?

20 A. I KNOW THAT.

21 Q. DID YOU EVER SEE HER WITH IT?

22 A. UH-UH. BUT HE TOLD ME SHE GOT IT.

23 Q. OKAY. DID YOU HAVE ANY REASON TO BELIEVE THAT
24 WASN'T THE CASE?

25 A. SIR?

1 SAID LIKE THEY WERE MARRIED. WHAT ELSE LED YOU TO
2 THINK THAT THEY WERE MARRIED?

3 A. WELL, THEY HAD THIS CAR, AND HE COULDN'T DRIVE THE
4 CAR, SO HE WENT TO THE BANK AND TURNED IT OVER TO
5 YVONNE.

6 Q. OKAY. DO YOU RECALL WHEN THEY FIXED UP THE HOUSE
7 THEY LIVED IN, DID SOME ---

8 A. I REMEMBER IT BEING FIXED UP, BUT I DON'T KNOW THE
9 EXACT DATE.

10 Q. OKAY. AND DO YOU KNOW WHETHER OR NOT TIMOTHY HELPED
11 YVONNE FIX UP THE HOUSE?

12 A. OH, YEAH.

13 Q. YOU KNOW THAT?

14 A. I KNOW THAT.

15 Q. HOW DO YOU KNOW THAT?

16 A. HE TOLD ME.

17 BY MS. MICKLE:

18 SAME OBJECTION, YOUR HONOR.

19 BY THE COMMISSIONER:

20 OVERRULED.

21 DIRECT EXAMINATION RESUMED BY MR. JENKINSON:

22 Q. NOW, DO YOU KNOW WHOSE NAME THE 1999 OLDSMOBILE IS
23 IN?

24 A. YVONNE'S.

25 Q. HOW DO YOU KNOW THAT?

- 1 A. ONE.
- 2 Q. WHAT IS IT?
- 3 A. JUST HIS PAYROLL.
- 4 Q. JUST HIS PAYROLL ACCOUNT?
- 5 A. PAYROLL.
- 6 Q. YOU DON'T KNOW IF HE HAS A SAVINGS ACCOUNT?
- 7 A. I DON'T KNOW ABOUT THE SAVINGS ACCOUNT. HE'S GOT
- 8 PAYROLL.
- 9 Q. AS MOST EMPLOYEES DO IN A SMALL TOWN?
- 10 A. UH-HUH.
- 11 Q. THIS IS GREELEYVILLE?
- 12 A. GREELEYVILLE.
- 13 Q. OKAY. DO YOU KNOW WHETHER HE HAS A SAVINGS ACCOUNT?
- 14 A. I'M NOT AWARE OF THAT.
- 15 Q. DO YOU KNOW HOW MANY LOANS HE HAS THERE?
- 16 A. THERE WAS TWO.
- 17 Q. WHAT ARE THEY?
- 18 A. HE HAD THE CAR FINANCED THERE AND HIS -- HIS
- 19 CHECKING ACCOUNT FOR HIS DEBIT CARD.
- 20 Q. THE DEBIT CARD WE JUST TALKED ABOUT?
- 21 A. UH-HUH.
- 22 Q. WHETHER THERE WAS -- WHETHER YVONNE HAD
- 23 AUTHORIZATION AND YOU SAID SHE DID, RIGHT?
- 24 A. WELL, SHE WAS USING IT. I DIDN'T KNOW IF SHE WAS
- 25 AUTHORIZED TO.

1 Q. A LITTLE WHILE AGO YOU TOLD ME SHE WAS AUTHORIZED
2 TO, DIDN'T YOU?

3 A. THAT'S WHAT TIMOTHY TOLD ME.

4 Q. SO BASED UPON WHAT YOU'VE TOLD ME, THEY DIDN'T HAVE
5 A PICTURE-PERFECT RELATIONSHIP, DID THEY?

6 A. NONE OF THEM'S PERFECT.

7 Q. AND BASED UPON WHAT YOU'VE TOLD ME, THEY NEVER
8 ACTUALLY GOT MARRIED, DID THEY?

9 A. NO, MA'AM, NEVER GOT MARRIED.

10 Q. AND BASED UPON WHAT YOU'VE TOLD ME, BASICALLY THEY
11 WERE LIVING TOGETHER?

12 A. THEY WERE LIVING TOGETHER.

13 **BY MS. MICKLE:**

14 THANK YOU SO VERY MUCH.

15 **BY THE COMMISSIONER:**

16 ANY CROSS ON BEHALF OF THE DEFENDANTS?

17 **BY MR. HYLTON:**

18 NONE.

19 **BY THE COMMISSIONER:**

20 REDIRECT?

21 **REDIRECT EXAMINATION BY MR. JENKINSON:**

22 Q. MR. RODGERS, YOU'VE BEEN ASKED A LOT OF GENERAL
23 QUESTIONS. I WANT YOU TO BE AS SPECIFIC AS POSSIBLE
24 ON SOME INFORMATION FOR THE COURT, OKAY? FIRST
25 QUESTION: YOU'VE DESCRIBED THE EVENT ABOUT THROWING

1 THANK YOU, YOUR HONOR.

2 **DIRECT EXAMINATION BY MS. MICKLE:**

3 Q. WE'VE ALREADY STATED YOUR FULL NAME FOR THE COURT,
4 AND I'D JUST LIKE TO KIND OF FILL IN SOME BLANKS AND
5 PROVIDE SOME BIOGRAPHICAL INFORMATION THROUGH YOU.
6 WHAT WAS YOUR RELATIONSHIP TO TIMOTHY YORK?

7 A. TIMOTHY WAS MY BROTHER.

8 Q. OKAY. AND WHO'S YOUR MOTHER?

9 A. MY MOTHER NAME IS SHIRLEY YORK.

10 Q. OKAY. AND HOW MANY SIBLINGS DO YOU HAVE?

11 A. I HAVE TWO, TIMOTHY YORK AND QUINTON YORK, ON MY
12 MOTHER SIDE.

13 Q. OKAY; ALL RIGHT. AND WHO WAS TIMOTHY'S FATHER?

14 A. FREDDIE SCOTT.

15 Q. AND YOU ---

16 **BY MS. MICKLE:**

17 JUST SOME HOUSEKEEPING THINGS, YOUR HONOR,
18 BECAUSE WE DISCUSSED THIS BEFORE, SO I'D LIKE TO
19 JUST GO AHEAD AND CHECK THAT OFF THE LIST, IN TERMS
20 OF THE FUNERAL EXPENSES. WE DISCUSSED IT AT
21 PRETRIAL.

22 **DIRECT EXAMINATION RESUMED BY MS. MICKLE:**

23 Q. WHO PAID THE FUNERAL EXPENSES FOR -- TO HENRYHAND
24 FUNERAL HOME FOR TIMOTHY YORK?

25 A. MY MOTHER, THROUGH THE INSURANCE.

1 Q. OKAY. AND THIS IS A PERSONAL INSURANCE POLICY THAT
2 SHE TOOK OUT ON HIM?

3 A. YES, MA'AM.

4 BY MS. MICKLE:

5 OKAY; ALL RIGHT. SO, YOUR HONOR, THAT'S WHO
6 THE INSURANCE WOULD HAVE TO GO, THE \$2,500.

7 BY THE COMMISSIONER:

8 THANK YOU, MA'AM.

9 BY MS. MICKLE:

10 THANK YOU.

11 DIRECT EXAMINATION RESUMED BY MS. MICKLE:

12 Q. NOW, YOU'VE INDICATED SHIRLEY YORK WAS YOUR MOTHER
13 -- IS YOUR MOTHER. YOUR FATHER IS FRED SCOTT?

14 A. FREDDIE SCOTT.

15 Q. FREDDIE SCOTT. AND THERE ARE THREE SIBLINGS. WHERE
16 DO YOU FALL IN? ARE YOU THE OLDEST, THE YOUNGEST,
17 THE MIDDLE?

18 A. I AM THE OLDEST OF MY MOTHER CHILDREN.

19 Q. OKAY; ALL RIGHT. AND ARE YOU MARRIED?

20 A. YES, I AM.

21 Q. OKAY. AND WHAT'S YOUR WIFE'S NAME?

22 A. VANESSA YORK.

23 Q. AND HOW MANY CHILDREN DO YOU HAVE?

24 A. I HAVE ONE WITH HER, BUT SHE HAD TWO BEFORE OUR
25 MARRIAGE.

1 DID YOU APPLY AND BECOME THE PERSONAL REPRESENTATIVE
2 OF YOUR BROTHER'S ESTATE?

3 A. YES, I DID.

4 Q. TO THE BEST OF YOUR KNOWLEDGE, DID YVONNE BURNS
5 APPLY TO BE THE PERSONAL REPRESENTATIVE OF THE
6 ESTATE?

7 A. NO, SHE DIDN'T; NOT TO THE BEST OF MY KNOWLEDGE.

8 Q. DID ANYONE ELSE APPLY ---

9 A. NO, MA'AM.

10 Q. --- TO BE THE PERSONAL REPRESENTATIVE OF THE ESTATE?

11 A. NO, MA'AM.

12 Q. OKAY. AND THEN WITH REGARD TO THE, QUOTE, UNQUOTE,
13 "ESTATE," DID TIMOTHY HAVE ANY REAL PROPERTY?

14 A. NO, MA'AM.

15 Q. OKAY. DID HE HAVE ANY PERSONAL PROPERTY?

16 A. NO, MA'AM.

17 Q. OKAY. AND DID HE HAVE SOME DEBTS THAT YOU WORKED TO
18 CLEAR UP?

19 A. YES, MA'AM.

20 Q. OKAY; ALL RIGHT. WE'LL GET BACK INTO THAT LATER.
21 BUT IN TERMS OF THE ESTATE HAVING ANY VALUE, HAVE
22 YOU DISCOVERED ANY OR DISCERNED ANY OR COME UP UPON
23 ANY ASSETS OF THE ESTATE?

24 A. NONE.

25 Q. OKAY; ALL RIGHT. AS THE PERSONAL REPRESENTATIVE OF

1 A. BANK OF GREELEYVILLE IN GREELEYVILLE, SOUTH
2 CAROLINA.

3 Q. OKAY. DO YOU KNOW WHAT KIND OF ACCOUNTS HE HAD
4 THERE?

5 A. HE HAD A CHECKING ACCOUNT.

6 Q. OKAY. DID HE ALSO HAVE ANY LOANS THERE?

7 A. YES, HE DID.

8 Q. OKAY. HIS BANK STATEMENTS, WHERE DID HE GET OR
9 RECEIVE HIS BANK STATEMENTS?

10 A. 737 McMILLAN ROAD, GREELEYVILLE.

11 Q. AND DID TIMOTHY TELL YOU WHAT ARRANGEMENTS HE MADE
12 WITH REGARD TO SECURING HIS BANK STATEMENTS?

13 A. YES.

14 Q. WHAT DID HE TELL YOU?

15 A. THAT HE DID NOT TRUST HIS MAIL GOING TO YVONNE'S, SO
16 HIS MAIL WENT TO 737 McMILLAN ROAD, AND THAT MY AUNT
17 AZALEE WOULD STILL CONTINUE TO PICK UP HIS MAIL.

18 Q. OKAY. AND DID HE GO OVER THERE TO GET HIS MAIL?

19 A. YES, HE DID.

20 Q. DO YOU KNOW HOW OFTEN HE WOULD GO?

21 A. EVERY WEEK.

22 Q. OKAY. AND AS FAR AS YOU KNOW, WHEN TIMOTHY WAS
23 ALIVE DID THAT ARRANGEMENT EVER CHANGE?

24 A. IT NEVER CHANGED.

25 Q. AS PERSONAL REPRESENTATIVE OF YOUR BROTHER'S ESTATE,

1 HAVE YOU HAD TO SECURE HIS MAIL?

2 A. YES, I HAVE.

3 Q. WHO DO YOU GET -- WHERE DO YOU GET HIS MAIL, AND WHO
4 DO YOU GET IT FROM?

5 A. 737 McMILLAN ROAD, FROM AZALEE YORK.

6 Q. OKAY; ALL RIGHT. AS PERSONAL REPRESENTATIVE OF THE
7 ESTATE, DO YOU CONTINUE TO GET HIS MAIL FROM ---

8 A. YES, I DO.

9 Q. WHAT'S THE LAST THING YOU GOT THERE?

10 A. A LETTER FROM THE UNITED STATES DISTRICT COURT,
11 DISTRICT OF SOUTH CAROLINA, IN COLUMBIA, SOUTH
12 CAROLINA, FROM THE CLERK OFFICE, 901 RICHLAND
13 STREET.

14 Q. AND WAS THAT SUBPOENAING HIM TO FEDERAL COURT TO BE
15 A JUROR?

16 A. YES, MA'AM.

17 Q. AND HOW LONG AGO DID YOU GET THAT?

18 A. JUST THIS WEEK.

19 Q. AND SO HIS ADDRESS WAS NEVER CHANGED FROM 737
20 McMILLAN?

21 A. WAS NEVER CHANGED.

22 Q. OKAY. NOW, YOU'VE DESCRIBED THIS DUPLEX. WHAT
23 CONDITION WAS THIS DUPLEX IN?

24 A. VERY POOR.

25 Q. OKAY. AND IS THAT ESSENTIALLY WHERE YOU GREW UP?

1 SERVICES CONTRACT, HAS SHE?

2 A. WHAT YOU MEAN, LEGAL SERVICE?

3 Q. FOR REPRESENTATION IN THIS HEARING.

4 A. NO.

5 Q. OKAY. YOU HAVE, ON BEHALF OF THE ESTATE, BUT NOT
6 YOUR MOTHER?

7 A. RIGHT.

8 Q. OKAY. AND WHAT IS YOUR UNDERSTANDING YOU'RE TO
9 RECEIVE FROM THIS HEARING IN THE EVENT THERE'S AN
10 AWARD TO YOUR MOTHER?

11 A. I WON'T RECEIVE ANYTHING. MY MOTHER WILL RECEIVE
12 WHATEVER THE COURT AWARD HER, BUT I PERSONALLY WILL
13 RECEIVE NOTHING.

14 Q. OKAY. WILL THE ESTATE RECEIVE ANYTHING?

15 A. NO.

16 Q. OKAY. NOW, YOU UNDERSTAND THAT ON MAY 17TH, 2013,
17 YVONNE AND TIMOTHY ENTERED INTO THIS RENOVATION
18 CONTRACT FOR THE BROOMSTRAW ROAD HOUSE?

19 A. I -- MAY I SEE THE DATE?

20 Q. THE SIGNATURE PAGE IS 189.

21 A. MAY I SEE THE WHOLE THING, PLEASE, SIR? I SEE SHE
22 ENTERED IN A CONTRACT, HIM AND HER, WITH HER BROTHER
23 HARRY BEAUFORT.

24 Q. RIGHT. FOR RENOVATIONS ---

25 A. HER FATHER ---

1 Q. FOR RENOVATIONS ON THE BROOMSTRAW ROAD HOUSE; THAT'S
2 WHAT IT SAYS, DOESN'T IT?

3 A. YEAH.

4 Q. OKAY. AND YOU UNDERSTAND YOUR BROTHER AND YVONNE
5 BURNS WERE OBLIGATED TO PAY FOR THE WORK DONE ON THE
6 BROOMSTRAW ROAD HOUSE; YOU UNDERSTAND THAT?

7 A. ACCORDING TO THAT CONTRACT.

8 Q. AND DO YOU KNOW WHETHER OR NOT ANY WORK WAS DONE?

9 A. NO, BECAUSE I HAVEN'T ASKED HER THAT.

10 Q. YOU HAVEN'T -- WHEN IS THE LAST TIME YOU WENT TO THE
11 BROOMSTRAW ROAD HOUSE?

12 A. TO YVONNE HOUSE?

13 Q. YES.

14 A. I ONLY BEEN TO YVONNE HOUSE ONCE. THAT'S THE DAY OF
15 THE FUNERAL, AFTER THE FUNERAL.

16 Q. OKAY. SO YOU NEVER, PRIOR TO THE DAY AFTER THE
17 FUNERAL, EVER BEEN TO HER HOUSE ON BROOMSTRAW ROAD?

18 A. TO VISIT HER?

19 Q. YEAH. NO, TO SEE SHE OR YOUR BROTHER.

20 A. BECAUSE OF MY RELIGION, MY FAITH, I WOULD NOT GO
21 THERE.

22 Q. OKAY. BUT THE FACT IS, YOU'VE NEVER BEEN THERE?

23 A. I'VE NEVER BEEN THERE.

24 Q. SO YOUR BROTHER NEVER TALKED TO YOU ABOUT THE REPAIR
25 CONTRACT HE SIGNED TO REPAIR AND RENOVATE THE HOME

1 THAT HE AND YVONNE LIVED IN?

2 A. NOT THAT. BUT I KNOW HE SAID THAT THE HOUSE WAS IN
3 YVONNE NAME AND SO FORTH, BUT NOT SAID REPAIR.

4 Q. NOW, HAVE YOU SEEN THE RECEIPTS FOR WORK DONE FOR
5 THE REPAIRS ON THE BROOMSTRAW ROAD PROPERTY?

6 A. I HAVE NOT SEEN THE RECEIPTS.

7 Q. WHERE YOUR BROTHER AND YVONNE, OR ONE OR THE OTHER,
8 PAID FOR THESE REPAIRS?

9 A. MAY I SEE THEM, SIR?

10 Q. SURE. IT'S APA 190.

11 A. SIR, THIS IS HER DADDY OR HER BROTHER ---

12 Q. I UNDERSTAND THAT.

13 A. --- SIGNATURE, SO THERE'S NO PROOF THAT I CAN SEE
14 THAT WORK'S BEEN DONE.

15 Q. LOOK AT THE FIRST ONE. MY QUESTION IS, WHO GOT THE
16 RECEIPT?

17 A. TIMOTHY YORK.

18 Q. IT DOESN'T SAY ANYTHING ABOUT YVONNE BURNS ON THERE,
19 DOES IT?

20 A. NO.

21 Q. NOW, I JUST WANT TO GET A GOOD UNDERSTANDING ABOUT A
22 COUPLE THINGS. IN YOUR TESTIMONY A FEW MINUTES AGO
23 -- I JUST WANT TO CONFIRM THIS UNDERSTANDING. YOUR
24 MOTHER PAID ALL THE FUNERAL EXPENSES EXCEPT FOR THE
25 CLOTHING THAT TIMOTHY HAD ON WHEN HE WAS BURIED?

1 I'LL GO DOWN THERE TO GET HIM AND TRY TO GET HIM OUT
2 FROM AROUND THERE. HE WAS LIKE -- HE WAS LIKE MY
3 SON.

4 Q. OKAY. WAS ANY DRINKING INVOLVED WHEN YOU WOULD GO
5 DOWN THERE?

6 A. WHEN I GO DOWN THERE HE MIGHT HAD A BEER OR
7 SOMETHING LIKE THAT.

8 Q. HOW ABOUT YVONNE?

9 A. AND, YEAH, I THINK SHE HAVE A BEER, TOO.

10 Q. OKAY; ALL RIGHT. NOW, OVER THE LAST FIVE YEARS,
11 FIVE YEARS OR SO, HAS TIMOTHY HAD TO STAY AT YOUR
12 HOUSE FOR PERIODS OF TIME BECAUSE YVONNE PUT HIM
13 OUT?

14 A. YES.

15 Q. OKAY. THE LAST -- LET'S START WITH THE LAST YEAR OF
16 HIS LIFE, 2013. HE DIED ON AUGUST 26, 2013. DURING
17 THE EIGHT MONTHS OF 2013, HOW OFTEN WOULD HE -- NOT
18 YOU PICKING HIM UP. I'M JUST SAYING WOULD HE HAVE
19 TO STAY AT YOUR HOUSE? AND THIS COULD BE WITH OTHER
20 PEOPLE BRINGING HIM THERE.

21 A. HOW MANY TIMES?

22 Q. IN THE LAST -- IN THE EIGHT MONTHS OF 2013 BEFORE HE
23 DIED.

24 A. THE END OF 2013?

25 Q. ANY OF 2013.

1 A. I WOULD SAY ABOUT TEN. I WOULD SAY ABOUT TEN TIMES.

2 BY THE COMMISSIONER:

3 HOLD ON ONE SECOND.

4 (OFF THE RECORD)

5 DIRECT EXAMINATION RESUMED BY MS. MICKLE:

6 Q. SO, I UNDERSTOOD YOU TO SAY JUST NOW THAT IN 2013
7 THERE WAS ABOUT TEN TIMES THAT HE HAD TO COME OVER
8 YOUR HOUSE TO STAY?

9 A. YES, MA'AM.

10 Q. NOW, WHEN HE WOULD COME OVER YOUR HOUSE TO STAY, HOW
11 LONG WOULD HE STAY?

12 A. HE WOULD STAY NO LONGER THAN ABOUT SEVEN DAYS. I'D
13 SAY, YEAH, ANYWHERE FROM FIVE TO SEVEN DAYS.

14 Q. AT A TIME?

15 A. YES.

16 Q. OKAY. SO WOULD IT BE A FAIR RECITATION OF YOUR
17 TESTIMONY THAT IN 2013 THERE WERE AT LEAST TEN
18 OCCASIONS THAT HE HAD TO COME OVER YOUR HOUSE AND HE
19 HAD TO STAY FIVE TO SEVEN DAYS WHEN HE WOULD COME

20 ---

21 A. YEAH.

22 Q. --- ON EACH OF THOSE OCCASIONS?

23 A. YES.

24 Q. IS THAT A FAIR RECITATION OF ---

25 A. YES, MA'AM; THAT'S WHAT I WOULD SAY.

1 A. I DON'T KNOW.

2 Q. DID YOU KNOW THAT THEY HAD CALLED THE LAW ON HIM AND
3 NOT ALLOWED HIM TO STAY THERE BECAUSE OF HIS
4 DRINKING?

5 A. NO, HE NEVER TOLD ---

6 Q. YOU DIDN'T KNOW ABOUT THAT?

7 A. HE NEVER TOLD ME THAT. HE WOULD TELL ME...

8 BY MR. JENKINSON:

9 I DON'T THINK I HAVE ANYTHING ELSE, MR. MOUZON.

10 BY THE COMMISSIONER:

11 ANY CROSS ON BEHALF OF THE DEFENDANTS?

12 BY MR. HYLTON:

13 NO, YOUR HONOR.

14 BY THE COMMISSIONER:

15 REDIRECT?

16 BY MS. MICKLE:

17 NONE, YOUR HONOR.

18 BY THE COMMISSIONER:

19 YOU CAN STEP DOWN, SIR. THANK YOU.

20 (OFF THE RECORD)

21 BY THE COMMISSIONER:

22 YOUR NAME, SIR?

23 BY THE WITNESS:

24 FREDERICK CHILDERS.

25 BY THE COMMISSIONER:

1 BASICALLY TURNED THE MONEY OVER TO HER TO LET HER
2 PAY BILLS, DIDN'T HE?

3 A. I JUST ANSWERED THAT QUESTION.

4 Q. I MEAN ---

5 A. I DON'T KNOW.

6 Q. YOU DON'T KNOW THAT?

7 A. I DON'T KNOW.

8 Q. YOU EVER SEE BLUE PAY A BILL?

9 A. NO.

10 Q. SOMEBODY HAD TO ---

11 A. YEAH, I SEEN HIM PAY HIS CAR INSURANCE. YES.

12 Q. YOU SAW HIM PAY -- WHERE DID HE PAY THAT?

13 A. KINGSTREE. I FORGOT WHAT INSURANCE COMPANY IT WAS,
14 BUT HE PAID HIS CAR -- I TOOK HIM TO PAY HIS CAR
15 INSURANCE.

16 Q. THAT WAS A FEW YEARS AGO, WASN'T IT?

17 A. YES, IT WAS.

18 Q. ANYTHING ELSE OTHER THAN THAT?

19 A. NO.

20 Q. OKAY. NOW, WHEN BLUE DIED WHERE WAS HE LIVING?

21 A. AT YVONNE HOUSE.

22 Q. AND THE MONTH BEFORE HE DIED HE WAS STAYING THERE,
23 WASN'T HE?

24 A. YES.

25 Q. AND THE YEAR BEFORE HE DIED HE WAS STAYING THERE,

1 WASN'T HE?

2 A. YES.

3 Q. AND THE YEAR BEFORE THAT HE WAS STAYING THERE?

4 A. YES.

5 Q. AND THE YEAR BEFORE THAT?

6 A. UH-HUH, YES.

7 Q. AND THE YEAR BEFORE THAT?

8 A. YES.

9 Q. NOW, ON OCCASION BLUE WOULD DRINK TOO MUCH, WOULDN'T
10 HE?

11 A. WELL, IT WAS BOTH PARTIES. IT'S NOT ONLY BLUE.

12 Q. BLUE WOULD DRINK TOO MUCH, WOULDN'T HE?

13 A. IT'S BOTH PARTIES. IT'S NOT ONLY BLUE.

14 Q. I UNDERSTAND THAT. BUT BLUE HAD A PROBLEM WITH
15 ALCOHOL, DIDN'T HE?

16 A. I JUST ANSWERED THAT QUESTION.

17 Q. HE LOST HIS DRIVER'S LICENSE FOR THREE DUIs, DIDN'T
18 HE?

19 A. YES.

20 Q. AND DOES THAT TELL YOU HE'S GOT A PROBLEM WITH
21 ALCOHOL?

22 A. I JUST ANSWERED THAT QUESTION.

23 Q. AND WHEN YVONNE WOULD ASK HIM TO LEAVE, SHE WOULD
24 SAY, "LEAVE. YOU'VE BEEN DRINKING TOO MUCH," FOR
25 YOU TO COME GET HIM, RIGHT?

1 PROBLEM.

2 Q. DID I UNDERSTAND YOU OR UNDERSTAND YOU TO SAY THAT
3 SHE WAS PUTTING HIM OUT EVERY WEEKEND?

4 A. IT WAS EVERY WEEKEND.

5 Q. EVERY WEEKEND IN 2013 SHE WOULD THROW HIM OUT THE
6 HOUSE?

7 A. IT WAS EVERY WEEKEND.

8 Q. ON FRIDAY NIGHTS?

9 A. IT COULD BE THURSDAY NIGHT, FRIDAY NIGHT, NO MATTER.

10 Q. AND WHEN WOULD HE GO HOME?

11 A. EXCUSE ME?

12 Q. WHEN DID HE GO HOME?

13 A. WHEN DID HE GET HOME?

14 Q. YEAH.

15 A. WHEN I PICK HIM UP.

16 Q. YEAH. I UNDERSTAND THAT. BUT ---

17 A. WHENEVER HE READY TO GO HOME.

18 Q. YEAH. WHEN WOULD HE GET BACK; ON SUNDAY NIGHT,
19 MONDAY NIGHT? WHAT NIGHT ---

20 A. WHENEVER HE REACH HER, TALK TO HER, AND I TOOK HIM
21 BACK. IT DOESN'T MATTER WHAT NIGHT IT WAS. I CAN'T
22 SAY THAT MONDAY NIGHT, TUESDAY NIGHT I TOOK HIM BACK
23 HOME. IT MIGHT HAVE BEEN MONDAY NIGHT OR THURSDAY
24 NIGHT OR FRIDAY NIGHT.

25 Q. SO EVERY SINGLE WEEKEND IN 2013 HE WAS NOT AT HOME;

1 HE WAS NOT AT YVONNE'S HOUSE?

2 A. NO.

3 Q. NO, HE WASN'T?

4 A. NO.

5 Q. WHAT'S NO MEAN? I'M NOT UNDERSTANDING.

6 A. WHAT YOU JUST ASKED ME.

7 Q. OKAY. SO, EVERY SINGLE WEEKEND DURING 2013 HE
8 DIDN'T STAY WITH YVONNE?

9 A. IT WAS OFF AND ON.

10 Q. OFF AND ON?

11 A. YEAH, IT WAS OFF AND ON.

12 Q. I'M MISUNDERSTANDING ABOUT EVERY SINGLE WEEKEND, AND
13 I THOUGHT YOU SAID IT WAS EVERY SINGLE WEEKEND.

14 A. OKAY, YOU'RE TRYING TO CROSS ME UP.

15 Q. NO, NO. I DON'T WANT TO -- I'M TRYING TO UNCROSS
16 YOU. I'M CROSSED UP. DID YOU SAY EVERY SINGLE
17 WEEKEND OR NOT?

18 A. IT'S EVERY WEEKEND MOST OF THE TIME, AND THEN
19 SOMETIMES IT'S EVERY OTHER WEEKEND. GOT ME NOW?

20 **BY MR. JENKINSON:**

21 OKAY. NO FURTHER.

22 **BY THE COMMISSIONER:**

23 ANY CROSS ON BEHALF OF THE DEFENDANTS?

24 **BY MR. HYLTON:**

25 NO, MA'AM.

1 Q. HOW MANY TIMES IN 2013 BEFORE HE DIED THAT YOU
2 RECALL HIM SPENDING THE NIGHT WITH YOUR MOTHER?

3 A. VERY FREQUENTLY.

4 Q. THAT WAS RIGHT UP 'TIL HE DIED?

5 A. VERY FREQUENTLY.

6 Q. OKAY. SO, EVEN IN THE SUMMER OF 2013 RIGHT ON UP
7 UNTIL HIS DEATH AT THE END OF AUGUST HE WAS STAYING
8 WITH YOUR MOTHER VERY FREQUENTLY?

9 A. YES, TWO TO THREE TIMES A WEEK.

10 Q. TWO OR THREE NIGHTS A WEEK?

11 A. UH-HUH.

12 Q. HE WOULD BE SPENDING THE NIGHT WITH YOUR MOTHER IN
13 HER APARTMENT?

14 A. YES.

15 Q. OKAY. AND IN 2012 HE WOULD DO THE SAME THING?

16 A. ABSOLUTELY, HE WOULD STAY -- HE WOULD STAY WITH MY
17 MOM AND OTHERS.

18 Q. OKAY. SO HE SPENT MORE NIGHTS WITH YOUR MOTHER AND
19 OTHERS THAN HE WOULD ON BROOMSTRAW ROAD WITH YVONNE?

20 A. ABSOLUTELY.

21 Q. HOW MANY NIGHTS A WEEK WOULD HE USUALLY SPEND ON
22 BROOMSTRAW ROAD?

23 A. I DON'T KNOW, BUT ---

24 Q. WELL -- I'M SORRY.

25 A. I DON'T KNOW, BUT HIS STAYS WERE VERY FREQUENTLY

- 1 WITH MY FAMILY MEMBERS THAN WITH HER.
- 2 Q. MUCH MORE FREQUENTLY THAN HE WOULD STAY WITH HER?
- 3 A. YES.
- 4 Q. NOW, HOW WOULD HE GET TO YOUR MOTHER'S HOUSE IN
- 5 2013?
- 6 A. FREDERICK WOULD CALL HIM. HE WOULD SOMETIMES CALL
- 7 SAM MOUZON. HE WOULD CALL DIFFERENT ONES TO COME
- 8 PICK HIM UP.
- 9 Q. OKAY. HE DIDN'T DRIVE AT ALL, DID HE?
- 10 A. IF HE DID, SOMETIME HE TOOK CHANCES WITH OR WITHOUT
- 11 A DRIVER'S LICENSE.
- 12 Q. DID HE HAVE A DRINKING PROBLEM?
- 13 A. I WOULDN'T SAY HE WAS CONSIDERED AS AN ALCOHOLIC,
- 14 BUT HE DRUNK. BOTH OF THEM DID.
- 15 Q. DID HE DRINK TO THE POINT THAT HE GOT ARRESTED FOR
- 16 DUI THREE TIMES?
- 17 A. I DON'T KNOW HOW MANY TIMES.
- 18 Q. YOU KNOW HE DIDN'T HAVE A LICENSE?
- 19 A. I KNOW HE DID NOT.
- 20 Q. DID YOU KNOW THAT HE HAD TRANSFERRED HIS 1999
- 21 OLDSMOBILE OVER TO YVONNE'S NAME IN 2011?
- 22 A. DON'T KNOW.
- 23 Q. DID YOU KNOW THAT HE HAD TRANSFERRED HIS INSURANCE
- 24 MAILING ADDRESS TO BROOMSTRAW ROAD IN 2011?
- 25 A. DON'T KNOW.

SOUTH CAROLINA WORKERS' COMPENSATION COMMISSION
COLUMBIA, SOUTH CAROLINA
WCC FILE NO. 1312352

EMPLOYEE/CLAIMANT: TIMOTHY YORK

EMPLOYER: LONGLANDS PLANTATION A.K.A. KNOLLWOOD, INC.

CARRIER: COMPANION PROPERTY & CASUALTY INSURANCE COMPANY

SOUTH CAROLINA WORKERS' COMPENSATION HEARING
VOLUME II

PURSUANT TO NOTICE OF WORKERS' COMPENSATION
HEARING, THE WITHIN HEARING WAS RESUMED ON THE 18TH DAY
OF JUNE, 2014, COMMENCING AT THE HOUR OF 9:07 A.M., IN
CONWAY, SOUTH CAROLINA, BEFORE THE HONORABLE MELODY L.
JAMES, ATTENDED BY COUNSEL AS FOLLOWS:

TIMMI A. PARRISH
VERBATIM REPORTER

ORIGINAL

TIMMI A. PARRISH
COURT REPORTING SERVICES
POST OFFICE BOX 551
ROEBUCK, SC 29376
864-921-8743

1 Q. OKAY. DO YOU -- IF YOU HAD TO PUT A DOLLAR FIGURE
2 ON THAT, COULD YOU DO THAT?

3 A. SOMETIMES I DON'T HAVE NOTHING TO PUT NOTHING.

4 Q. OKAY. IF YOU HAD TO SAY HOW MUCH HE GAVE YOU A
5 MONTH AND PUT IN DOLLARS AND CENTS, COULD YOU DO
6 THAT?

7 A. I THINK I CAN DO IT.

8 Q. OKAY. IF YOU ESTIMATED IT, WHAT WOULD IT BE?

9 A. IT'D BE ABOUT 50 OR \$60 A MONTH.

10 Q. OKAY, ALL RIGHT. NOW, IN TERMS OF YOUR FINANCIAL
11 SUPPORT, HOW DO YOU SUPPORT YOURSELF FINANCIALLY?

12 A. SOMETIME I USE MY LITTLE CHECK TO PAY MY BILLS.
13 NOW, SOMETIME I DON'T HAVE ENOUGH AND TYRONE STEP
14 IN, AND THEN WHAT BLUE GIVE ME, TIMOTHY I MEAN.

15 Q. OKAY, ALL RIGHT. AND HOW MUCH INCOME DO YOU GET PER
16 MONTH?

17 A. I DON'T GET NOTHING BUT \$480.

18 Q. PER MONTH?

19 A. THAT'S ALL.

20 Q. OKAY. AND WHO DO YOU GET THAT FROM?

21 A. SOCIAL SECURITY DISABILITY.

22 Q. OKAY. OTHER THAN SOCIAL SECURITY DISABILITY, ---

23 A. THAT'S RIGHT.

24 Q. --- DO YOU GET ANY INCOME FROM ANY OTHER SOURCE?

25 A. NO.

- 1 Q. AND WITH THAT YOU ALSO GET MEDICARE, DON'T YOU?
- 2 A. YES, SIR.
- 3 Q. AND THAT PAYS FOR YOUR DOCTOR BILLS, DOESN'T IT?
- 4 A. DON'T PAY ALL OF IT.
- 5 Q. WELL, IT ALSO PAYS FOR YOUR MEDICINE AT THE
- 6 PHARMACY, DOESN'T IT?
- 7 A. IT PAYS SOME, BUT IT DON'T -- YOU GOT TO PAY A CO-
- 8 PAYMENT.
- 9 Q. OKAY. HOW MUCH DO YOU HAVE TO PAY IN A MONTH FOR
- 10 YOUR PHARMACY BILLS?
- 11 A. SOMETIMES I HAVE TO PAY ABOUT \$50 A MONTH.
- 12 Q. SOMETIMES; SOMETIMES YOU DON'T HAVE TO PAY THAT
- 13 MUCH?
- 14 A. OH, YES, JUST ABOUT EVERY DAY.
- 15 Q. OKAY.
- 16 A. EVERY MONTH, I MEAN.
- 17 Q. OKAY. NOW, THE HOME YOU LIVE IN IS REALLY YOUR SON,
- 18 TYRONE'S, HOME, ISN'T IT?
- 19 A. THAT'S RIGHT.
- 20 Q. AND DOES HE PAY YOUR LIGHT BILL?
- 21 A. NO. I PAY MY OWN LIGHT BILL.
- 22 Q. THAT'S WHAT I WAS THINKING. YOU PAY YOUR OWN WATER
- 23 BILL?
- 24 A. BUT HE HELP ME.
- 25 Q. OKAY. BUT YOU PAY IT?

1 A. WE PUT OUR MONEY TOGETHER.

2 Q. OKAY. YOU AND TYRONE?

3 A. AND BLUE BONNET, TIMOTHY.

4 Q. THE MONEY THAT YOU TALKED -- I'M GOING TO ASK YOU

5 ABOUT THAT IN A FEW MINUTES.

6 A. ALL RIGHT.

7 Q. I REALLY WANT TO FOCUS BACK NOT TOO MANY YEARS. BUT

8 DO YOU RECALL MOVING OUT OF 737 McMILLAN, AND YOU

9 MOVED DOWN THE ROAD FIRST?

10 A. NO.

11 Q. WHERE DID YOU GO FIRST?

12 A. I WENT ON GIBSON ROAD.

13 Q. OKAY. HOW LONG DID YOU STAY ON GIBSON ROAD?

14 A. ABOUT TWO YEARS.

15 Q. ALL RIGHT, AND THEN YOU MOVED BACK?

16 A. I MOVED BACK.

17 Q. NOW, WHEN YOU MOVED BACK TO McMILLAN -- DO YOU KNOW

18 WHO I'M TALKING ABOUT WHEN I SAY NEICY?

19 A. NEICY?

20 Q. YES.

21 A. YES.

22 Q. SHE IS YOUR KIN, ISN'T SHE?

23 A. MM-HMM.

24 Q. NOW, NEICY IS ALSO TO TOWANDA WILLIAMS, ISN'T SHE?

25 A. THAT'S RIGHT.

1 Q. DO YOU RECALL ME ASKING YOU QUESTIONS WHEN YOU WERE
2 IN MY OFFICE THAT DAY UNDER OATH ABOUT BLUE'S
3 PAYCHECK AND HIS MONEY; DO YOU RECALL THAT?

4 A. I ASKED YOU?

5 Q. NO. DID I ASK YOU SOME QUESTIONS?

6 A. WHAT I TOLD YOU?

7 Q. NO. I'M ASKING YOU DO YOU REMEMBER ME ASKING YOU
8 ABOUT THAT?

9 A. I THINK SO.

10 Q. OKAY. AND I'M GOING TO CALL YOUR ATTENTION, FOR THE
11 RECORD, TO PAGE 30, STARTING ON LINE 7. I ASKED YOU
12 A QUESTION: "DID YOU KNOW THAT YVONNE" -- I'M
13 SORRY, LINE FIVE. "DID YOU KNOW THAT YVONNE TOOK
14 HIS MONEY OUT EVERY WEEK OUT OF THE BANK?" AND YOUR
15 ANSWER WAS, "I KNOW SHE USED TO GO TO THE BANK
16 BECAUSE SHE HAD THE CARD TO GET IT." DO YOU
17 REMEMBER THAT?

18 A. YEAH, I KNEW SHE HAD THE CARD.

19 **BY MS. MICKLE:**

20 WHAT PAGE IS THAT, BILLY? EXCUSE ME.

21 **CROSS EXAMINATION RESUMED BY MR. JENKINSON:**

22 Q. I SAID, "OKAY. HOW LONG DID SHE HAVE THAT CARD?"
23 AND YOU RECALLED, "EVER SINCE HER AND BLUE BEEN
24 TOGETHER."

25 A. OH, YEAH; SHE HAD THE CARD.

1 Q. OKAY. THAT'S A LONG TIME TO HAVE THAT CARD OF HIS,
2 ISN'T IT?

3 A. IT SURE IS.

4 Q. OKAY. IF HE WANTED IT BACK, HE COULD HAVE TAKEN IT
5 FROM HER, COULDN'T HE?

6 A. THAT'S RIGHT.

7 Q. BUT HE DIDN'T, DID HE?

8 A. UH-UH.

9 Q. NOW -- AND MY NEXT QUESTION WAS, "WHO PAID THE BILLS
10 FOR SHE AND BLUE?" DO YOU RECALL WHAT YOU TOLD ME?

11 A. I SAID I RECKON YVONNE.

12 Q. AND DO YOU RECALL, "SHE'D TAKE IT OUT OF BLUE MONEY
13 AND PAY?" DO YOU REMEMBER THAT?

14 A. YES, SIR.

15 Q. MATTER OF FACT, YOU KNOW SHE'D TAKE HER CHECK AND
16 CASH IT, HIS CHECK, HIS MONEY, PUT IT TOGETHER AND
17 PAY THEIR BILLS, WOULDN'T THEY?

18 A. I RECKON SO.

19 Q. AND I ASKED YOU, I SAID, "HOW MUCH MONEY WOULD BLUE
20 GET EVERY WEEK?"

21 BY MS. MICKLE:

22 OBJECTION, YOUR HONOR. I JUST WOULD LIKE HIM
23 TO SAY -- IF HE'S READING FROM THE DEPOSITION AND
24 SAYS, "AND I ASKED YOU," FOR THE RECORD I'D LIKE HIM
25 TO SAY, SO THAT I CAN FOLLOW IT AND THE RECORD WILL

1 I'M SORRY; AM I SPEAKING TOO LOW?

2 BY THE COMMISSIONER:

3 NO, SIR. BUT YOU'RE FACING THIS WAY, SO
4 SOMETIMES ---

5 BY MR. JENKINSON:

6 I'M SORRY. I'LL MAKE IT CLEAR.

7 BY THE COMMISSIONER:

8 --- THE PERSON BEHIND YOU MAY NOT HEAR YOU.

9 BY MR. JENKINSON:

10 SURE.

11 CROSS EXAMINATION RESUMED BY MR. JENKINSON:

12 Q. I'M ASKING YOU THESE QUESTIONS ABOUT THE FINANCIAL
13 RELATIONSHIP THAT YOU KNEW ABOUT BETWEEN YOUR SON,
14 BLUE, AND YVONNE BURNS, OKAY? TELL ME.

15 A. YES, SIR.

16 Q. NOW -- AND I ASKED YOU A QUESTION, I SAID, "OKAY.
17 HOW MUCH MONEY WOULD BLUE GET EVERY WEEK TO SPEND
18 OUT OF HIS SPENDING MONEY?" WHAT DID YOU ANSWER ME?

19 A. I TELL YOU BLUE GAVE ME ABOUT \$50, BUT I DIDN'T TELL
20 YOU HOW MUCH HE GET OUT OF HIS SPENDING CHECK.

21 Q. WELL, YOUR ANSWER ON LINE 18 WAS \$50.

22 A. I SAID THAT'S WHAT HE GIVE ME.

23 Q. WELL, YOU KNEW -- YOUR ANSWER THEN WAS BLUE'S
24 SPENDING MONEY WAS \$50, WASN'T IT?

25 A. I GET THAT.

1 Q. QUESTION: "THAT WAS ALL HE GOT EVERY WEEK?" AND DO
2 YOU REMEMBER WHAT YOUR ANSWER WAS?
3 A. NO. I SURE DON'T.
4 Q. "I USED TO GET HALF OF THAT."
5 A. YES, I DID TELL YOU THAT. I CHANGE THAT.
6 Q. THAT WAS YOUR ANSWER THEN?
7 A. YES, SIR. I SURE TELL YOU THAT. I'M SORRY.
8 Q. NOW, BLUE WOULD COME BY AND PICK YOUR GARBAGE UP,
9 WOULDN'T HE?
10 A. YES, SIR.
11 Q. NOW, WHEN I SAY BLUE CAME BY, FROM 2011 UNTIL HE
12 DIED HE DIDN'T HAVE A DRIVER'S LICENSE, DIDN'T HE?
13 A. NO, BUT AL WOULD DRIVE HIM.
14 Q. AL WOULD DRIVE HIM, WOULDN'T HE?
15 A. MM-HMM.
16 Q. YVONNE WOULD DRIVE HIM, WOULDN'T SHE?
17 A. YVONNE COME TO MY HOUSE ONE TIME WITH BLUE TO PICK
18 UP SOME TRASH.
19 Q. JAVON WOULD ALSO DRIVE?
20 A. MM-HMM.
21 Q. DO YOU REMEMBER JAVON?
22 A. NO, I NEVER SEE HE DRIVE BLUE.
23 Q. HE COULD HAVE BEEN DRIVING?
24 A. WELL, BUT I DIDN'T SEE.
25 Q. BUT TYPICALLY THOSE WERE THE THREE PEOPLE THAT WOULD

1 ABOUT THE DEPOSITION, IS WHAT I'M TRYING TO
2 ESTABLISH, LAYING THE GROUNDWORK FOR THE DEPOSITION
3 QUESTION.

4 **BY THE COMMISSIONER:**

5 CERTAINLY.

6 **CROSS EXAMINATION RESUMED BY MR. JENKINSON:**

7 Q. DO YOU REMEMBER ME AT ALL ASKING YOU IN YOUR
8 DEPOSITION ABOUT ANYBODY WHO DEPENDED ON BLUE FOR
9 SUPPORT?

10 A. YES, SIR.

11 Q. YOU REMEMBER ME ASKING YOU THAT?

12 A. YES, SIR.

13 Q. AND DO YOU RECALL YOUR ANSWER?

14 A. YES, SIR.

15 Q. WHAT WAS IT?

16 A. I SAID NO.

17 Q. MA'AM?

18 A. NO, SIR.

19 Q. YOU DON'T RECALL. I'LL CALL YOUR ATTENTION TO PAGE
20 32 OF YOUR DEPOSITION.

21 A. ALL RIGHT.

22 Q. AT LINE TWO. AND THE QUESTION WAS, "OKAY. DID
23 ANYBODY ELSE DEPEND ON HIM FOR SUPPORT?" AND YOUR
24 ANSWER WAS, "NOT RIGHT NOW I KNOW." AND MY QUESTION
25 WAS, "HOW ABOUT YVONNE?" AND YOUR ANSWER SAYS,

1 "WELL, I'D SAY YES."

2 A. YES, I SAID THAT.

3 Q. DO YOU REMEMBER THAT?

4 A. MM-HMM. MM-HMM.

5 Q. AND THE QUESTION WAS, "DID SHE DEPEND ON HIM?" AND

6 YOUR ANSWER WAS?

7 A. YES.

8 Q. "AND SHE NEEDED THAT MONEY TO LIVE, AND SHE BOUGHT

9 THE GROCERIES FOR THEM, DIDN'T SHE?" AND YOUR

10 ANSWER WAS, "WELL, HE USED TO EAT FOR HIS JOB HE

11 USED TO WORK FOR."

12 A. MM-HMM.

13 Q. NOW, THEY LIVED TOGETHER IN THE SAME HOUSE ON

14 BROOMSTRAW ROAD, DIDN'T THEY?

15 A. YES, SIR.

16 Q. YOU NEVER WENT TO THAT HOUSE, DID YOU?

17 A. I WENT THERE ONE TIME.

18 Q. OKAY. AND YOU SAY YOU DIDN'T HAVE MUCH OF A

19 RELATIONSHIP WITH YVONNE. YOU REALLY DIDN'T LIKE

20 YVONNE BECAUSE SHE WAS DATING YOUR SON, DID YOU?

21 A. NO. SHE DIDN'T LIKE ME.

22 Q. OKAY. IS THAT WHAT IT WAS?

23 A. YES.

24 Q. OKAY, ALL RIGHT. BUT YOU ALL DID NOT HAVE A

25 RELATIONSHIP?

1 A. RIGHT, YEAH.

2 Q. MEANING PAYING BILLS AT THE LOAN COMPANY?

3 A. RIGHT, YES.

4 Q. OKAY. HOW MANY YEARS HAVE YOU BEEN IN THE LOAN
5 BUSINESS OF GETTING PAYMENTS?

6 A. THREE YEARS.

7 Q. SO YOU WORKED WITH OTHER COMPANIES PRIOR TO THIS?

8 A. NO, THIS IS MY FIRST LOAN COMPANY I WORKED FOR.

9 Q. FIRST LOAN COMPANY?

10 A. MM-HMM.

11 Q. SO YOU'VE GOT FOUR YEARS. NOW, DO YOU RECALL HOW
12 LONG, IF YOU KNOW, YOU'VE SEEN BLUE LIVING ON
13 BROOMSTRAW ROAD WITH YVONNE, HOW MANY YEARS THAT'S
14 BEEN, OR MONTHS?

15 A. AT LEAST SEVEN YEARS.

16 Q. AT LEAST SEVEN?

17 A. AT LEAST.

18 Q. WHY DO YOU SAY THAT?

19 A. HE'S JUST ALWAYS BEEN THERE. I'D GO TO WORK OR
20 COMING HOME, I'D SEE HIM OUT THERE. I'VE JUST SEEN
21 HIM SO MUCH THERE, AND IT'S BEEN ABOUT -- I'D SAY
22 ABOUT SEVEN YEARS.

23 Q. IF HE WAS GONE FOR ANY PERIOD OF TIME, DO YOU THINK
24 YOU WOULD HAVE KNOWN ABOUT IT?

25 A. I DON'T KNOW IF I WOULD HAVE OR NOT. I DON'T KNOW

1 Q. WHAT KIND OF WORK DO YOU DO THERE?

2 A. HOUSEKEEPING AND COOK.

3 Q. NOW, MY QUESTIONS TODAY ARE GOING TO BE DIRECTED
4 ABOUT YOUR KNOWLEDGE OF TIMOTHY YORK, ALSO KNOWN AS
5 BLUE, AND YVONNE BURNS. FIRST, TELL US, ARE YOU
6 RELATED BY BLOOD OR MARRIAGE TO YVONNE BURNS?

7 A. YES, I'M RELATED TO YVONNE.

8 Q. EXPLAIN TO THE COURT JUST HOW YOU ARE RELATED.

9 A. I GUESS IT WOULD BE SECOND OR THIRD COUSINS. HER
10 MOTHER AND I ARE FIRST COUSINS.

11 **BY MR. JENKINSON:**

12 THE COURT'S INDULGENCE JUST ONE MOMENT.

13 **BY THE COMMISSIONER:**

14 CERTAINLY.

15 **DIRECT EXAMINATION RESUMED BY MR. JENKINSON:**

16 Q. HOW LONG HAVE YOU -- I KNOW YOU'RE RELATED, BUT HOW
17 LONG HAVE YOU KNOWN MS. BURNS?

18 A. ALL HER LIFE.

19 Q. NOW, LET ME ASK YOU THE SAME QUESTIONS ABOUT TIMOTHY
20 YORK, IF HE'S RELATED BY BLOOD OR MARRIAGE. WERE YOU
21 RELATED TO HIM?

22 A. NO.

23 Q. DID YOU KNOW HIM?

24 A. YES.

25 Q. HOW LONG DID YOU KNOW HIM?

- 1 A. ABOUT 14 YEARS.
- 2 Q. AND HOW DO YOU KNOW IT WAS 14 YEARS; WHAT OCCURRED
- 3 FOR YOU TO ---
- 4 A. I SAID ABOUT.
- 5 Q. PARDON ME?
- 6 A. WELL, YVONNE DATED HIM, BEEN DATING HIM FOR A LONG
- 7 TIME.
- 8 Q. OKAY. NOW, MY QUESTIONS -- FIRST, WHEN TIMOTHY YORK
- 9 DIED, WHERE WAS HE LIVING?
- 10 A. HE WAS LIVING WITH YVONNE.
- 11 Q. HOW FREQUENTLY DID YOU SEE OR TALK WITH YVONNE BURNS
- 12 IN THE PAST TEN YEARS?
- 13 A. EVERY DAY.
- 14 Q. IN PERSON OR BY PHONE?
- 15 A. EVERY DAY PERSON AND BY PHONE, EVERY DAY. SHE GOES
- 16 BY MY HOUSE TO SEE HER CLIENTS, AND IF I'M AT WORK,
- 17 SHE WILL CALL ME. BUT EVERY DAY WE COMMUNICATE.
- 18 Q. AND THAT'S BEEN GOING ON FOR YEARS?
- 19 A. YES.
- 20 Q. YOU ALL ARE VERY CLOSE?
- 21 A. YES.
- 22 Q. NOW, TELL ME ABOUT HOW FREQUENTLY YOU WOULD SEE OR
- 23 TALK WITH TIMOTHY YORK.
- 24 A. MAYBE ONCE OR TWICE A WEEK BEFORE HE PASSED.
- 25 Q. AND WHAT KIND OF OCCASIONS WOULD YOU SEE HIM?

1 A. MM-HMM.

2 Q. IF YOU KNOW, COULD YOU TELL US HOW LONG TIMOTHY YORK
3 HAD BEEN LIVING WITH MS. BURNS PRIOR TO HIS DEATH.

4 A. I'M TRYING TO THINK. MAYBE ABOUT FIVE OR SIX YEARS.

5 Q. OKAY.

6 A. YES, MAYBE.

7 Q. YOU DON'T KNOW AN EXACT?

8 A. BUT THEY -- NO, NOT EXACTLY, BUT THEY LIVED TOGETHER
9 BEFORE THAT, TOO, EARLIER.

10 BY MS. MICKLE:

11 I'M GOING TO JUST OBJECT, YOUR HONOR, BECAUSE
12 BEFORE SHE ANSWERED THAT QUESTION COUNSEL SAID, "YOU
13 DON'T KNOW, DO YOU?" IT'S IMPORTANT THAT THE WITNESS
14 ANSWER THE QUESTIONS AND HE DOES NOT GIVE THE
15 ANSWERS.

16 WITNESS RESUMES:

17 A. OKAY. EXACTLY HOW LONG HE LIVED WITH HER THE SECOND
18 TIME THEY GOT BACK TOGETHER? 'CAUSE THEY WERE ---

19 BY MR. JENKINSON:

20 WAIT A MINUTE.

21 BY THE WITNESS:

22 OKAY.

23 BY THE COMMISSIONER:

24 IF YOU WOULD LET THE WITNESS FINISH THE ANSWER.
25 I DON'T KNOW WHETHER -- AND I'M GOING TO ASK HER TO

1 IS "THEIR HOUSE"?

2 A. ON YVONNE AND TIMOTHY'S HOUSE. WE WERE ALL STANDING
3 AROUND, AND THEY WERE DOING -- THE GUYS WERE DOING
4 WORK ON THE HOUSE, AND THAT'S WHEN HE MENTIONED HE
5 WANTED TO DO THIS, HE WANTED TO DO THAT, HE WANTED TO
6 BUY HIS WIFE SOME NEW FURNITURE. THAT'S HOW THAT
7 CAME ABOUT.

8 Q. THAT WAS -- THAT CONVERSATION TOOK PLACE WHERE?

9 A. WHEN?

10 Q. WHERE?

11 A. WHERE? IN THEIR YARD. IN ---

12 Q. IN THEIR YARD?

13 A. YEAH, 'CAUSE WE WERE ALL STANDING AROUND WHILE THE
14 -- THE WOMEN WERE STANDING AROUND WHILE THE GUYS WERE
15 DOING WORK ON THE HOUSE.

16 Q. AND I BELIEVE I UNDERSTOOD YOU TO SAY THE HOUSE WAS
17 BEING REPAIRED AT THAT TIME?

18 A. YEAH. THEY WERE PUTTING A NEW DECK ON.

19 Q. WHO WAS REPAIRING THE HOUSE, IF YOU KNOW?

20 A. H & M CONTRACTORS; H & M CONTRACTORS.

21 Q. WHO TOLD YOU THAT?

22 A. WHO TOLD ME THAT? I KNOW THAT.

23 Q. HOW DO YOU KNOW THAT? THAT'S WHAT I MEAN. I'M
24 TRYING TO FIND OUT HOW YOU KNOW THAT.

25 A. OKAY. HOW DO I KNOW THAT?

1 Q. YES, MA'AM.

2 A. BECAUSE THAT'S OUR BUSINESS. THAT'S OUR BUSINESS.

3 Q. OKAY. NOW, YOU SAY, "OUR BUSINESS"?

4 A. MM-HMM.

5 Q. ALL RIGHT. WHO IS "OUR"?

6 A. MYSELF AND MY UNCLE'S -- I MEAN, AND MY FIANCÉ'S; I'M
7 SORRY.

8 Q. SO YOU ARE PART OF THAT BUSINESS?

9 A. RIGHT.

10 **BY THE COMMISSIONER:**

11 I'M SORRY; I COULDN'T HEAR HER ANSWER. COULD
12 YOU REPEAT THAT AGAIN. WHOSE BUSINESS IS IT?

13 **BY THE WITNESS:**

14 MYSELF AND MY FIANCÉ'S.

15 **BY THE COMMISSIONER:**

16 THANK YOU.

17 **DIRECT EXAMINATION RESUMED BY MR. JENKINSON:**

18 Q. YOU ALL ARE H & L CONTRACTORS?

19 A. H & M -- M & H; I'M SORRY. M & H.

20 Q. LET ME ASK THIS QUESTION. WELL, AS CONTRACTORS DID
21 YOU ENTER INTO A CONTRACT TO MAKE THE REPAIRS TO
22 THEIR HOME?

23 A. YES.

24 Q. DID YOU SEE THE CONTRACT BEING SIGNED?

25 A. YES.

1 Q. WHO SIGNED IT?

2 A. YVONNE AND TIMOTHY.

3 Q. NOW, DID TIMOTHY YORK SIGN IT?

4 A. YES, HE DID.

5 Q. DID HE SIGN IT IN YOUR PRESENCE?

6 A. YES, HE DID.

7 Q. I'M GOING TO SHOW IT TO YOU IN JUST A MINUTE.

8 A. OKAY.

9 Q. BUT AS A RESULT OF SIGNING THAT CONTRACT, DID YOU ALL

10 PERFORM THE SERVICES ON THE HOUSE?

11 A. YES, WE DID A NEW DECK.

12 Q. AND THAT'S WHEN THIS CONVERSATION WAS TAKING PLACE?

13 A. YES.

14 Q. NOW, WHO PAID FOR THOSE -- THE WORK BEING DONE TO THE

15 HOUSE?

16 A. TIMOTHY. TIMOTHY AND YVONNE; BOTH OF THEM DID.

17 Q. BOTH OF THEM DID?

18 A. MM-HMM.

19 Q. WERE THERE RECEIPTS PROVIDED FOR THAT?

20 A. YES.

21 Q. ALL RIGHT. I'M GOING TO ASK YOU ABOUT THE RECEIPTS.

22 HOLD ON ONE SECOND. I'M GOING TO SHOW YOU APA 182

23 THROUGH 189 AND ASK IF YOU RECOGNIZE THAT DOCUMENT.

24 A. YES, I DO.

25 Q. AND YOU ARE PART OF H & M MULTIPLE SERVICE?

1 A. YES.

2 Q. OKAY. NOW, I WANT YOU TO TURN TO THE LAST PAGE,
3 WHICH IS 189, OKAY? SEE THE NUMBER IN THE BOTTOM
4 CORNER?

5 A. YES.

6 Q. AND WERE YOU PRESENT WHEN IT WAS SIGNED ON MAY 17TH,
7 2013?

8 A. YES.

9 Q. AND DID YOU SEE THOSE -- YVONNE BURNS AND TIMOTHY
10 YORK SIGN?

11 A. YES.

12 Q. AND WHO IS HARRY BEAUFORT?

13 A. HE'S THE ONE THAT DOES THE CONSTRUCTION WORK.

14 Q. FOR YOU?

15 A. I DO THE PAPERWORK; HE DOES THE CONSTRUCTION WORK.

16 Q. OKAY. YOU DID NOT SIGN IT YOURSELF?

17 A. NO. HARRY SIGNED IT BECAUSE HE DID THE WORK. HE DID
18 -- HE'S THE CONTRACTOR THAT DO THE WORK. I DO THE
19 PAPERWORK.

20 Q. NOW, I WANT YOU TO GO TO THE FIRST PAGE, WHICH IS
21 182.

22 A. MM-HMM.

23 Q. NOW, THE CONTRACT IS BETWEEN TIMOTHY YORK AND YVONNE
24 BURNS, 556 BROOMSTRAW ROAD, WITH THE ZIP AND A
25 TELEPHONE NUMBER. THE OWNER, WHO DID YOU -- WHO IS

1 LISTED AS THE OWNER ON THIS CONTRACT?

2 A. TIMOTHY YORK AND YVONNE BURNS.

3 Q. AND THEY BOTH SIGNED IT?

4 A. YES.

5 Q. WHO DID YOU UNDERSTAND OWNED THIS HOUSE?

6 A. YVONNE OWNED THE HOUSE, BUT TIMOTHY MOVED IN, SO THAT
7 MADE THEM BOTH OF THEIR -- BOTH ---

8 Q. HE SIGNED IT AS WELL?

9 A. YEAH.

10 Q. NOW, I AM GOING TO SHOW YOU APA EXHIBIT 190 AND ASK
11 IF YOU CAN IDENTIFY OR RECOGNIZE THOSE DOCUMENTS, AND
12 TELL US WHAT THEY ARE.

13 A. THEY ARE RECEIPTS FOR THE WORK THAT WAS DONE ON THE
14 DECK.

15 Q. WHOSE HANDWRITING IS ON THERE?

16 A. THAT'S MY HANDWRITING AND HARRY'S.

17 Q. OKAY. NOW, WHICH PART IS YOUR HANDWRITING?

18 A. I FILLED OUT THE RECEIPT; MM-HMM.

19 Q. OKAY. THE FIRST ONE AT THE TOP OF THE PAGE, IT SAYS
20 RECEIVED FROM WHOM?

21 A. TIMOTHY YORK.

22 Q. DID YOU SEE HIM ACTUALLY PAY THE \$150?

23 A. YES. I KEEP THE ---

24 Q. THE SECOND ONE, WHICH IS DATED MAY 24TH, FOR
25 REMODELING KITCHEN, WHO PAID THAT?

1 A. HE DID.

2 Q. WELL, IT'S GOT TWO NAMES ON THIS ONE.

3 A. AND YVONNE BURNS.

4 Q. DO YOU RECALL THE EXACT PAYMENT OR WHERE IT WAS MADE?

5 A. TO ME.

6 Q. TO YOU?

7 A. YEAH. I DO THE PAPERWORK, AND I DO THE BOOKS; YEAH.

8 Q. WHERE WERE YOU PAID? WHERE WERE YOU -- WHERE WERE

9 YOU LOCATED WHEN YOU WERE GETTING THESE PAYMENTS?

10 A. AT THEIR HOUSE.

11 Q. OKAY. NOW, LET'S GO THE THIRD ONE, WHICH IN ON JUNE

12 THE 7TH. THAT'S BOTH NAMES ON IT?

13 A. MM-HMM.

14 Q. WHO WROTE THAT RECEIPT?

15 A. I DID.

16 Q. AND WHERE WERE YOU WHEN THAT WAS WRITTEN?

17 A. AT THEIR HOUSE.

18 Q. AND THE LAST RECEIPT, ON JUNE 28TH, ---

19 A. MM-HMM.

20 Q. --- WHERE WAS THAT?

21 A. AT THEIR HOUSE.

22 Q. DID YOU ALL PERFORM ALL THE SERVICES?

23 A. YES.

24 Q. OKAY. TIMOTHY YORK WAS PRESENT WHEN THE CONTRACT WAS

25 SIGNED?

1 A. YES.

2 Q. AND THAT WAS HIS SIGNATURE?

3 A. YES.

4 Q. AND WAS HE PRESENT WHEN THE PAYMENTS WERE MADE?

5 A. YES. HE WOULD GIVE US A PAYMENT. YOU KNOW, WHENEVER
6 WE GOT THIS MUCH DONE, HE WOULD GIVE US THIS MUCH.
7 WE GOT THIS MUCH DONE, YOU KNOW, THEY WOULD GIVE US
8 THIS ONE. I SAID TIMOTHY AND YVONNE BECAUSE IT WAS
9 BOTH OF THEIR MONEY. I MEAN, YOU KNOW, BOTH OF THEM,
10 YOU KNOW.

11 Q. CAN YOU TELL US WHETHER OR NOT YOU EVER HEARD TIMOTHY
12 YORK REFER TO SOMEONE AS HIS WIFE?

13 A. YES.

14 Q. WHO? SPEAK LOUD ENOUGH.

15 A. I'M SORRY; YVONNE. YVONNE BURNS.

16 Q. AND WHEN DID YOU HEAR THAT? TELL US ABOUT THE
17 BACKGROUND OF THAT.

18 A. OKAY. WELL, YOU KNOW, EVER SINCE THEY GOT BACK
19 TOGETHER HE WOULD CALL HER HIS WIFE. I MEAN, ALL THE
20 TIME; HE DID IT ALL THE TIME. THE LAST TIME I
21 REMEMBER HIM SAYING THIS BEFORE HIS DEATH WAS AT A
22 CELEBRATION; WE HAD A FORTH OF JULY GET TOGETHER. WE
23 HAD FAMILY AND FRIENDS FROM OUT OF TOWN. HE WAS
24 INTRODUCING HIM -- INTRODUCING HER AS HIS WIFE. HE
25 ALWAYS DID THAT. SO, IT'S NOT JUST ONE SPECIFIC

1 CONTRACT?

2 A. HE PUT A LOT OF WORK INTO THE HOUSE, SO APPARENTLY --
3 AND THEY WERE GOING TO GET MARRIED.

4 Q. I'M GOING TO ASK YOU TO ANSWER MY QUESTION FIRST.

5 A. OKAY.

6 Q. AS FAR AS YOU KNOW, TIMOTHY WAS NEVER THE LEGAL OWNER
7 OF THE HOUSE ON BROOMSTRAW? PLEASE ANSWER MY
8 QUESTION, AND THEN YOU CAN EXPLAIN.

9 A. HIS NAME WAS NOT ON THE TITLE, BUT HE PUT A LOT OF
10 WORK INTO THE HOUSE.

11 Q. AND THE ONLY REASON -- WELL, SCRATCH THAT. YOU
12 TALKED ABOUT YVONNE USING TIMOTHY'S DEBIT CARD; DO
13 YOU REMEMBER THAT?

14 A. YES.

15 Q. OKAY. DO YOU KNOW, OF YOUR OWN PERSONAL KNOWLEDGE,
16 WHETHER YVONNE WAS AN AUTHORIZED USER OF THAT CARD AT
17 THE GREELEYVILLE BANK?

18 A. YES.

19 Q. SO, WAS SHE AN AUTHORIZED USER?

20 A. YES. HE GAVE HER THE CARD.

21 Q. WAS SHE A LEGALLY AUTHORIZED ---

22 A. YES. HE GAVE HER THE CARD AND THE PIN NUMBER.

23 BY MR. JENKINSON:

24 OBJECTION. WAIT A MINUTE; WAIT A MINUTE. I
25 OBJECT TO THE QUESTION BECAUSE IT ASKS FOR A LEGAL

SOUTH CAROLINA WORKERS' COMPENSATION COMMISSION
COLUMBIA, SOUTH CAROLINA
WCC FILE NO. 1312352

EMPLOYEE/CLAIMANT: TIMOTHY YORK

EMPLOYER: LONGLANDS PLANTATION A.K.A. KNOLLWOOD, INC.

CARRIER: COMPANION PROPERTY & CASUALTY INSURANCE COMPANY

SOUTH CAROLINA WORKERS' COMPENSATION HEARING

VOLUME III

PURSUANT TO NOTICE OF WORKERS' COMPENSATION
HEARING, THE WITHIN HEARING WAS RESUMED ON THE 19TH DAY
OF JUNE, 2014, COMMENCING AT THE HOUR OF 9:08 A.M., IN
CONWAY, SOUTH CAROLINA, BEFORE THE HONORABLE MELODY L.
JAMES, ATTENDED BY COUNSEL AS FOLLOWS:

TIMMI A. PARRISH
VERBATIM REPORTER

ORIGINAL

TIMMI A. PARRISH
COURT REPORTING SERVICES
POST OFFICE BOX 551
ROEBUCK, SC 29376
864-921-8743

1 WHAT KIND OF RECEPTION IT WAS FOR?

2 A. YEAH, HE SAID WHEN HE -- HE SAID, "CHRIS," HE SAID,
3 "I'M ABOUT TO WRAP THIS THING UP." HE SAID, "I'M
4 ABOUT TO BRING CLOSURE." HE SAID, "WHENEVER I
5 DECIDE TO -- WHENEVER ME AND VONNE GET MARRIED," HE
6 SAID, "I WANT TO HAVE A BAND -- HAVE THE BAND, AND I
7 WANT TO HAVE A RECEPTION." THAT'S WHAT HE SAID.

8 Q. OKAY. AND WHEN DID HE SAY THAT?

9 A. PROBABLY MAYBE THREE WEEKS BEFORE HE PASSED, AT
10 LEAST THREE WEEKS.

11 Q. THREE WEEKS?

12 A. ABOUT THREE WEEKS BEFORE HE PASSED, YES.

13 Q. OKAY. AND I WANT TO WALK THROUGH THIS A LITTLE
14 SLOWLY NOW.

15 A. OKAY.

16 Q. OKAY? SO, HE SAID WHENEVER HE GETS MARRIED; HE
17 DIDN'T SAY HE WAS MARRIED. IS THAT CORRECT?

18 A. YES.

19 Q. OKAY. AND SO -- AND SO WHENEVER HE WOULD GET
20 MARRIED, HE WOULD WANT TO HAVE A RECEPTION AND A
21 BAND AT YOUR PLACE?

22 A. YES.

23 Q. OKAY; ALL RIGHT. BUT AS FAR AS YOU KNOW, HE DIDN'T
24 GIVE YOU A DATE OR A TIME?

25 A. HE SAID SOON. HE JUST SAID SOON. THAT WAS IT.

- 1 Q. HE DIDN'T PLACE A RETAINER DOWN FOR A BAND?
- 2 A. NO, HE -- HE JUST INQUIRED.
- 3 Q. HE WAS JUST TALKING?
- 4 A. HE WAS INQUIRING. UH-HUH.
- 5 Q. OKAY; ALL RIGHT. BUT JUST TO BE CERTAIN, HE NEVER
- 6 SAID, "ON OCTOBER 1ST" ---
- 7 A. NO, NO.
- 8 Q. --- "OF 2014 I'M GOING TO GET MARRIED"?
- 9 A. NO, HE DIDN'T SAY THAT.
- 10 Q. HE NEVER SAID, "AUGUST 10TH I'M GOING TO GET
- 11 MARRIED"? NO DATE AT ALL?
- 12 A. HE DIDN'T GIVE ME A DATE.
- 13 Q. OKAY. HE JUST SAID AT SOME POINT IN TIME HE'S GOING
- 14 TO GET MARRIED, AND HE WAS INQUIRING ABOUT USING A
- 15 BAND AND YOUR PLACE?
- 16 A. YES.
- 17 Q. OKAY; ALL RIGHT. FAIR? IS THAT A FAIR
- 18 CHARACTERIZATION?
- 19 A. THAT'S A FAIR CHARACTERIZATION.
- 20 Q. OKAY; ALL RIGHT. AND WOULD IT ALSO BE A FAIR
- 21 CHARACTERIZATION BASED UPON THE CONVERSATION THAT
- 22 YOU HAD THAT HE WASN'T MARRIED, BUT HE WAS
- 23 CONSIDERING GETTING MARRIED IN THE NEAR FUTURE?
- 24 A. YES.
- 25 Q. THAT'S A FAIR ---

- 1 Q. WHO WAS IN THE HOUSE?
- 2 A. JAVON AND I.
- 3 Q. FROM 2005 UP UNTIL BLUE'S DEATH IN AUGUST 2013,
- 4 WHERE DID HE LIVE?
- 5 A. 556 BROOMSTRAW ROAD.
- 6 Q. WITH YOU?
- 7 A. WITH ME.
- 8 Q. NOW, THERE'S BEEN A LOT OF TESTIMONY ABOUT HIM NOT
- 9 LIVING THERE OR LIVING THERE, AND I'M GOING TO ASK
- 10 YOU SOME DETAILS ABOUT THAT. BUT FIRST, WHERE WAS
- 11 BLUE WORKING?
- 12 A. LONGLANDS PLANTATION.
- 13 Q. DID HE HAVE A DRIVER'S LICENSE IN 2005?
- 14 A. YES, HE HAD ONE BACK THEN AT ONE TIME, I THINK IT
- 15 WAS. I CAN'T ---
- 16 Q. AND HOW DID HE GET TO WORK?
- 17 A. AT THAT POINT BLUE USED TO DRIVE HIMSELF. HE HAD A
- 18 CAR.
- 19 Q. DID IT COME A TIME WHERE HE DIDN'T HAVE A DRIVER'S
- 20 LICENSE?
- 21 A. YES.
- 22 Q. WHAT HAPPENED?
- 23 A. HE LOST IT DUI.
- 24 Q. HOW MANY DUIS DID HE HAVE?
- 25 A. THREE.

- 1 Q. AND ON THE THIRD DUI, DID HE HAVE ANY TRANSPORTATION
2 OR A CAR?
- 3 A. HE HAD A CAR, BUT HE SIGNED IT OVER TO ME.
- 4 Q. WHAT KIND OF CAR WAS IT?
- 5 A. A '99 OLDSMOBILE.
- 6 Q. NOW, THAT CAR TITLE WAS -- ASK IF YOU RECOGNIZE APA
7 162 AND ASK YOU WHAT THAT IS.
- 8 A. THIS IS THE TITLE.
- 9 Q. THE BACK OF THE TITLE?
- 10 A. YES.
- 11 Q. WHAT WAS THE DATE HE TRANSFERRED IT TO YOU?
- 12 A. IT WAS 10/26/11.
- 13 Q. OCTOBER 19TH, 2011?
- 14 A. RIGHT.
- 15 Q. WAS HE LIVING WITH YOU AT THAT TIME?
- 16 A. YES, HE WAS.
- 17 Q. WHERE WAS THE CAR LOCATED WHEN HE TRANSFERRED IT TO
18 YOU?
- 19 A. 556 BROOMSTRAW ROAD, MY HOUSE.
- 20 Q. HOW LONG HAD IT BEEN THERE?
- 21 A. IT'S STILL THERE.
- 22 Q. HOW LONG HAD IT BEEN THERE BEFORE?
- 23 A. WELL, HE WAS LIVING THERE, SO HE HAD HIS CAR THERE
24 EVER SINCE, YOU KNOW, HE BOUGHT IT.
- 25 Q. WHERE IS THAT CAR TODAY?

1 A. I STILL HAVE IT AT MY HOUSE.
2 Q. YOU STILL HAVE IT?
3 A. YES.
4 Q. HAS IT EVER NOT STAYED AT YOUR HOUSE?
5 A. NO MORE THAN IF HE -- HE HAS SNEAKED AND DRIVEN IT
6 BACK IN THE AREA THAT THEY LIVE IN, AND THAT'S ABOUT
7 IT. HE STAYED LIKE ONE NIGHT OVER AT -- A COUPLE
8 NIGHTS AT SAM'S HOUSE WITH HIM, AND THEN I HAD TO GO
9 AND GET IT, YES.
10 Q. DID HE HAVE A DRIVER'S LICENSE WHEN HE DROVE IT?
11 A. NO, HE DID NOT HAVE IT.
12 Q. AND DID YOU WANT HIM DRIVING?
13 A. NO.
14 Q. WHY?
15 A. BECAUSE HE DIDN'T HAVE A LICENSE. HE'D GET IN
16 TROUBLE AGAIN.
17 Q. ANY OTHER REASON WHEN HE WAS DRIVING?
18 A. 'CAUSE HE WAS DRINKING.
19 Q. SO, HE WAS DRINKING AND DRIVING?
20 A. YEAH.
21 Q. AND IT UPSET YOU, DIDN'T IT?
22 A. YES, IT DID.
23 Q. DID YOU WANT HIM AT THE HOUSE WHEN HE HAD TOO MUCH
24 TO DRINK?
25 A. NO. I COULDN'T BEAR IT. HE WOULDN'T STOP. HE

1 Q. WHY IS THAT?

2 A. BECAUSE I WASN'T INVITED, AND THAT'S JUST THE WAY

3 THAT THEY TREATED ME, AND I DIDN'T SOCIALIZE WITH

4 THEM BECAUSE THEY NEVER, YOU KNOW, MADE ME FEEL

5 WELCOME.

6 Q. NOW, TOWANDA WILLIAMS IS A MEMBER OF THAT FAMILY

7 OVER THERE?

8 A. RIGHT.

9 Q. NEICY?

10 A. RIGHT.

11 Q. WHAT IS YOUR RELATIONSHIP WITH HER?

12 A. WE'RE FRIENDS.

13 Q. DO YOU SEE OR TALK WITH HER A LOT IN THE LAST THREE

14 OR FOUR YEARS?

15 A. YES.

16 Q. WOULD YOU CALL HER A GOOD FRIEND?

17 A. YES, SHE IS.

18 Q. HAVE YOU EVER BEEN OVER TO HER HOUSE ON McMILLAN

19 ROAD?

20 A. YES.

21 Q. SO, YOU DO GO TO McMILLAN ROAD; YOU JUST DON'T GO TO

22 ---

23 A. RIGHT.

24 Q. --- MS. YORK'S HOUSE?

25 A. RIGHT.

1 A. AND PAID IT.

2 Q. THAT'S THE ADSAP CLASS?

3 A. YES.

4 Q. AND THAT'S WHAT YOU PAID?

5 A. THAT'S WHAT I PAID.

6 Q. I WANT TO ASK YOU ABOUT JUST FINANCES IN GENERAL.

7 WHAT WAS YOUR JOB IN THE RELATIONSHIP AS FAR AS

8 FINANCES WERE CONCERNED? DON'T TELL US WHAT BLUE

9 SAID. BUT HOW WOULD YOU HANDLE THE FINANCES?

10 A. I WOULD GO AND GET -- BLUE MONEY WAS DIRECT DEPOSIT.

11 USE HIS BANK CARD, GET HIS PAY AND ALSO MY PAY, PUT

12 IT TOGETHER, AND GO PAY OUR BILLS.

13 Q. YOU WOULD CASH THEM?

14 A. YES.

15 Q. OKAY. WHAT DAY OF THE WEEK WOULD YOU DO THAT?

16 A. ON FRIDAYS.

17 Q. HIS MONEY WOULD BE WIRED IN FROM DELAWARE?

18 A. RIGHT.

19 Q. NOW, WHAT KIND OF BANK CARD DID YOU HAVE?

20 A. IT'S A DEBIT.

21 Q. DO YOU HAVE THAT WITH YOU?

22 A. YES, I DO.

23 Q. WHERE IS IT?

24 A. MY PURSE.

25 Q. HOW LONG HAVE YOU HAD POSSESSION OF THIS CARD?

1 A. I HAD ONE PRIOR TO THAT, AND THEN BLUE MISPLACED IT,
2 AND HE PUT IN FOR ANOTHER ONE, AND I HAD THIS ONE
3 HERE, I THINK, NOW FOR ABOUT FOUR -- MAYBE THREE OR
4 FOUR YEARS NOW.

5 Q. THE ONE THAT YOU HAVE IN YOUR HAND YOU'VE HAD FOR
6 THREE OR FOUR YEARS?

7 A. YES.

8 Q. OKAY. I'M GOING TO ASK YOU ABOUT IT IN ONE SECOND.
9 THAT'S APA 241?

10 A. YES.

11 Q. LET ME LOOK AT IT. THAT'S FOR TIMOTHY YORK, HAS AN
12 EXPIRATION DATE OF 2/15?

13 A. RIGHT.

14 Q. IS THIS ACCOUNT STILL OPEN AT THE BANK?

15 A. NO. THEY CLOSE OUT WHEN HE PASS.

16 Q. AFTER HE DIED, DID ANYBODY WANT THAT CARD?

17 A. YES.

18 Q. WHO DID?

19 A. TYRONE.

20 Q. WHAT DID HE ASK?

21 A. WHERE WAS THE -- DO I HAVE BLUE'S BANK CARD, AND I
22 TOLD HIM NO AT FIRST BECAUSE BLUE DIDN'T GIVE IT TO
23 HIM; BLUE GAVE IT TO ME. AND ONLY REASON THAT HE
24 HAD BLUE OTHER STUFF AT THE FUNERAL HOME, BECAUSE HE
25 GOT BLUE WALLET AND TELEPHONE AND EVERYTHING WHEN

1 BLUE DROWNED.

2 Q. YOU'D HAD IT HOW LONG?

3 A. I HAD FOR FOUR OR FIVE YEARS. I HAD THIS CARD A
4 WHILE.

5 Q. WHEN YOU GOT THE MONEY OUT THE BANK, DID YOU EVER --
6 DID YOU GIVE BLUE SOME OF THE MONEY?

7 A. YES.

8 Q. HOW MUCH?

9 A. MOST TIME BLUE GET LIKE \$50 SPENDING MONEY. THAT'S
10 ALL HE WANTED.

11 Q. THAT'S ALL?

12 BY MS. MICKLE:

13 OBJECTION TO "THAT'S ALL HE WANTED."

14 BY MR. JENKINSON:

15 NO PROBLEM.

16 BY THE COMMISSIONER:

17 SUSTAINED.

18 BY MR. JENKINSON:

19 WE CAN STRIKE THE "ALL HE WANTED."

20 DIRECT EXAMINATION RESUMED BY MR. JENKINSON:

21 Q. YOU WOULD GIVE HIM \$50 ---

22 A. FIFTY DOLLARS.

23 Q. --- A WEEK?

24 A. YES, BECAUSE BLUE DID SIDE JOBS ALSO ON SATURDAYS
25 AND SUNDAYS.

- 1 Q. OKAY. NOW, YOU'D TAKE THE MONEY. WHAT WOULD YOU DO
2 ONCE YOU GOT ALL THE MONEY TOGETHER, YOUR CHECK AND
3 THE MONEY OUT OF HIS ACCOUNT?
- 4 A. GO AND -- GO AROUND AND PAY THE BILLS.
- 5 Q. TELL ME -- TELL US WHAT YOU -- LET'S TALK ABOUT
6 BILLS THAT YOU PAID WITH YOU ALL'S MONEY. WHAT
7 BILLS WERE THEY?
- 8 A. LIGHT BILL.
- 9 Q. WHERE WAS THAT TO?
- 10 A. DUKE ENERGY.
- 11 Q. OKAY. THAT'S LIGHT BILL FOR WHICH -- LET'S TALK
12 ABOUT YOUR HOUSE BILLS FIRST.
- 13 A. OKAY. THAT'S FOR THE HOUSE.
- 14 Q. OKAY.
- 15 A. HOUSE LIGHT BILL.
- 16 Q. ALL RIGHT.
- 17 A. GAS, WATER BILL.
- 18 Q. WHAT KIND OF GAS BILL?
- 19 A. IT -- PROPANE GAS FOR THE GAS LOGS. FURNITURE
20 PAYMENT.
- 21 Q. WHERE WAS THAT?
- 22 A. WILDER BROTHERS IN GREELEYVILLE.
- 23 Q. HOW MUCH WAS THAT PAYMENT?
- 24 A. ONE THIRTY.
- 25 Q. OKAY.

1 A. TRUCK PAYMENT.

2 Q. WHERE WOULD YOU PAY THE WATER BILL?

3 A. TOWN OF LANE.

4 Q. OKAY. AND THE TRUCK PAYMENT, YOU CALL IT THE TRUCK.

5 WHAT KIND OF CAR ARE WE TALKING ABOUT?

6 A. IT'S AN SUV. IT'S A 2002 FORD ESCAPE.

7 Q. WHERE DID YOU BUY THAT?

8 A. R.R. AUTO SALE.

9 Q. THAT'S R&R AUTO SALES THAT'S APA 181?

10 A. RIGHT.

11 Q. DID YOU GO WITH ANYBODY TO BUY IT?

12 A. YES, BLUE AND I DID.

13 Q. WHO DID YOU BUY IT FROM?

14 A. RONNIE JOHNSON.

15 Q. HOW FAR DID RONNIE JOHNSON LIVE FROM YOU ALL'S

16 HOUSE?

17 A. MAYBE A MILE, NOT QUITE A MILE. IT WAS RIGHT AROUND

18 THE CORNER.

19 Q. RIGHT DOWN BROOMSTRAW ROAD?

20 A. BROOMSTRAW ROAD.

21 Q. HE'S A NEIGHBOR?

22 A. YES.

23 Q. ALL RIGHT. YOU BOUGHT THAT IN -- BLUE WENT WITH

24 YOU?

25 A. RIGHT.

- 1 Q. WHAT WAS YOUR MONTHLY PAYMENT ON THAT?
- 2 A. THREE FIFTY.
- 3 Q. AND YOU PAID THAT EACH MONTH?
- 4 A. YES.
- 5 Q. ARE YOU STILL PAYING FOR IT?
- 6 A. YES.
- 7 Q. WHAT ELSE?
- 8 A. JUST HOUSE-WISE OR EITHER ---
- 9 Q. PARDON?
- 10 A. WHAT ARE WE ON NOW? TRUCK PAYMENT, THE INSURANCE
- 11 FOR THE TRUCK, HOUSE INSURANCE ALSO.
- 12 Q. HOW ABOUT REAL ESTATE TAXES?
- 13 A. TAXES, YES.
- 14 Q. NOW, THESE RECEIPTS, YOU'VE PROVIDED COPIES OF A LOT
- 15 OF THESE AT APA 238, 237, 236, 226, 27, AND 195
- 16 APAs. YOU PROVIDED A LOT OF RECEIPTS, DIDN'T YOU?
- 17 A. YES.
- 18 Q. NOW, WHAT ELSE WOULD YOU USE THIS MONEY FOR?
- 19 A. GROCERIES AND CLOTHES, UNIFORMS.
- 20 Q. HOW ABOUT CAR EXPENSES?
- 21 A. CAR EXPENSES, YES.
- 22 Q. NOW, HOW MANY CARS WERE YOU USING?
- 23 A. I -- WELL, I HAD BOTH IN USE, BUT I ONLY COULD DRIVE
- 24 ONE AT A TIME.
- 25 Q. YOU KEPT THE OLD OLDSMOBILE GOING?

1 A. YES.

2 Q. KEEP INSURANCE ON IT?

3 A. YES.

4 Q. WHERE DID YOU HAVE THE INSURANCE ON IT?

5 A. AT ALLSTATE IN KINGSTREE.

6 Q. AND THAT'S ONE OF THE ---

7 A. YES.

8 Q. --- BILLS THAT ---

9 A. ONE OF THE BILLS, YEAH.

10 Q. SO YOU KEPT BOTH CARS GOING?

11 A. RIGHT.

12 Q. GAS IN BOTH CARS?

13 A. YES.

14 Q. OIL AND TIRES AND UPKEEP?

15 A. YES, SIR.

16 Q. THOSE EXPENSES. WHY DID YOU PAY FOR THOSE? HOW DID

17 YOU PAY FOR THEM?

18 A. WITH OUR MONEY.

19 Q. WHEN YOU SAY, "OUR MONEY," ARE YOU TALKING ABOUT ---

20 A. BLUE AND I.

21 Q. HOW ABOUT CLOTHES?

22 A. YES.

23 Q. DO YOU HAVE TO HAVE A CERTAIN KIND OF CLOTHES FOR

24 YOUR ---

25 A. YES, I'D HAVE UNIFORMS.

1 Q. YOU'D HAVE TO PROVIDE THOSE?

2 A. YES.

3 Q. IS THERE ANY HOUSEHOLD EXPENSE THAT YOU ALL HAD THAT
4 BLUE PAID BY HIMSELF OUT OF SOME OTHER MONEY OR YOU
5 PAID OUT OF SOME OTHER MONEY?

6 A. NO, WE ALWAYS PAID OUT OF OUR MONEY.

7 Q. WHAT WAS THE TOTAL AMOUNT BASED ON YOUR TAX RETURNS
8 AND YOUR INFORMATION, THE TOTAL AMOUNT EACH MONTH
9 OVER 12 MONTHS THAT YOU AND BLUE WOULD HAVE AND YOU
10 WOULD CASH AND PAY BILLS WITH?

11 A. IT WOULD VARY FROM \$2,800 TO 3,000 A MONTH.

12 Q. DEPENDING ON ---

13 A. WHAT -- IF THE LIGHT BILLS ARE HIGHER OR EITHER
14 LOWER.

15 Q. --- SIDE WORK?

16 A. YES.

17 Q. NOW, DURING THE TIME BLUE WAS LIVING, DID YOU WORK
18 THE SAME HOURS YOU'RE WORKING NOW?

19 A. NO, I DIDN'T.

20 Q. WHAT KIND OF HOURS DID YOU HAVE THEN?

21 A. I HAD ONLY LIKE 20 HOURS.

22 Q. WHY DID YOU INCREASE IT TO OVER 50 HOURS?

23 A. BECAUSE I DIDN'T HAVE BLUE CHECK ANYMORE TO HELP
24 WITH THE EXPENSES SO I HAD TO TAKE ON MORE HOURS.

25 Q. DID YOU DEPEND ON BLUE FINANCIALLY?

1 SAYS OR -- I MEAN, I DON'T KNOW OF ANY OTHER WAY SHE
2 WOULD HAVE THAT KNOWLEDGE.

3 BY MR. JENKINSON:

4 I MEAN, IT WAS JUST SOMETHING SHE SAID. I
5 WASN'T TRYING TO GET HER TO SAY SOMETHING.

6 DIRECT EXAMINATION RESUMED BY MR. JENKINSON:

7 Q. THE FURNITURE AT WILDER BROTHERS THAT MR. WILDER --
8 IT'S ALSO CALLED WILLIAMSBURG HOUSE, BUT EVERYBODY
9 CALLS IT WILDER BROTHERS, DON'T THEY?

10 A. YES.

11 Q. WILDER BROTHERS, YOU ALL SIGNED SOME CONTRACTS TO
12 PURCHASE THE FURNITURE AT APA 231, 236. ON THOSE --
13 HOW MANY TIMES DID YOU ACTUALLY PURCHASE FURNITURE?

14 A. IT WAS TWICE.

15 Q. NOW, LET ME PULL THOSE OUT. ONE SECOND. I'M GOING
16 TO SHOW YOU APA 232, WHICH IS ONE DATED MAY 18TH,
17 2012. WHAT DID YOU ALL PURCHASE?

18 A. THAT WAS A BIG SCREEN TV, TELEVISION.

19 Q. NOW, THIS IS PUT IN WHOSE NAME?

20 A. TIMOTHY'S.

21 Q. AND THE STREET ADDRESS LISTED IS WHERE?

22 A. 556 BROOMSTRAW ROAD.

23 Q. WERE YOU WITH HIM WHEN THIS PURCHASE WAS MADE?

24 A. YES, I WAS.

25 Q. WHO HANDLED THE PURCHASE; YOU, BLUE, OR BOTH, OR HOW

1 WAS IT DONE?

2 A. BOTH OF US.

3 Q. BOTH OF YOU?

4 A. YES.

5 Q. AND WHO PROVIDED THE INFORMATION ON THE FORM?

6 A. BLUE AND I.

7 Q. YOU ALL WERE TOGETHER?

8 A. YEAH, WE WERE IN THERE TOGETHER.

9 Q. I'M GOING TO SHOW YOU THE SECOND ONE, WHICH IS ---

10 **BY MS. MICKLE:**

11 AGAIN, YOUR HONOR, I'M GOING TO OBJECT. "WHO
12 PROVIDED THE INFORMATION?" "BLUE AND I." SHE CAN
13 TESTIFY THAT SHE PROVIDED INFORMATION, BUT IN TERMS
14 OF BLUE PROVIDING ANY INFORMATION, AGAIN, THAT'S A
15 BACKHANDED WAY OF DOING THE SAME THING. I'M BEING
16 VERY MINDFUL OF THE RECORD.

17 **BY THE COMMISSIONER:**

18 AND THE REASON I'M THINKING ABOUT THIS IS IT
19 DEPENDS ON WHETHER IT'S ACTUALLY SOMETHING THAT WAS
20 SAID OR WHETHER IT WAS SOMETHING THAT WAS FILLED
21 OUT, AND THAT HAS NOT BEEN ESTABLISHED. SO AT THIS
22 POINT I WOULD HAVE TO SUSTAIN THE OBJECTION IF THE
23 INFORMATION IS BY VERBAL COMMUNICATION.

24 **BY MR. JENKINSON:**

25 OKAY. I'LL ASK IT A DIFFERENT WAY.

DIRECT EXAMINATION RESUMED BY MR. JENKINSON:

- 1 Q. WHEN THE INFORMATION WAS PROVIDED ON THIS, WERE YOU
2 PRESENT?
3
4 A. YES, I WAS.
5 Q. WAS BLUE PRESENT?
6 A. YES.
7 Q. WHERE WERE YOU ALL STANDING?
8 A. AT WILDER BROTHERS IN FRONT OF MR. GERALD.
9 Q. WERE YOU ALL TOGETHER WHEN THE INFORMATION WAS
10 PROVIDED?
11 A. YES, WE WERE.
12 Q. WERE BOTH OF YOU TALKING WHEN THE INFORMATION WAS
13 PROVIDED?
14 A. YES.
15 Q. AND WHO DID YOU TALK TO?
16 A. MR. GERALD WILDER.
17 Q. OKAY. NOW, THE SECOND ONE IS DATED NOVEMBER 13TH,
18 2012, APA 233. WHAT ITEMS DID YOU PURCHASE?
19 A. SOFA AND RECLINER AND VINYL.
20 Q. WHERE IS THAT FURNITURE LOCATED?
21 A. IN MY HOME, 556 BROOMSTRAW ROAD.
22 Q. NOW, ON THAT OCCASION WHO WENT TO PURCHASE THE
23 FURNITURE?
24 A. BLUE AND I.
25 Q. WHOSE NAME WAS THE CONTRACT PUT IN?

1 A. BLUE AND I. IT'S YVONNE YORK AND TIMOTHY YORK.

2 Q. OKAY. WHOSE NAMES -- TELL ME THE FULL NAMES ON THE
3 CONTRACT.

4 BY MS. MICKLE:

5 YOUR HONOR, I'M GOING TO APPROACH AGAIN. IT'S
6 A STRUGGLE FOR ME TO HEAR.

7 BY MR. JENKINSON:

8 I'M SORRY.

9 DIRECT EXAMINATION RESUMED BY MR. JENKINSON:

10 Q. WHOSE NAME IS ON THE CONTRACT?

11 A. TIMOTHY YORK.

12 Q. AND WHO ELSE?

13 A. YVONNE YORK.

14 Q. OKAY. YORK?

15 A. I SIGNED YORK.

16 Q. AND YOU SIGNED IT YORK?

17 A. YES.

18 Q. WHERE WERE YOU AND BLUE STANDING WHEN THE
19 INFORMATION FOR THIS CONTRACT WAS PROVIDED TO MR.
20 WILDER?

21 A. IN MR. WILDER'S OFFICE.

22 Q. OKAY. AND WHO WAS PRESENT IN THE OFFICE?

23 A. MR. WILDER, BLUE AND I.

24 Q. JUST THE THREE OF YOU ALL?

25 A. YES.

1 BY THE COMMISSIONER:

2 IF YOU ALL WOULD BOTH SPEAK UP JUST A LITTLE
3 BIT. THE CLOSER YOU GET TO EACH OTHER, BECAUSE YOU
4 ALL CAN HEAR EACH OTHER, THE SOFTER YOU GET.

5 BY MR. JENKINSON:

6 OKAY.

7 DIRECT EXAMINATION RESUMED BY MR. JENKINSON:

8 Q. WHO PROVIDED THE INFORMATION? SPEAK UP JUST A
9 LITTLE BIT LOUDER.

10 A. WE DID.

11 Q. PULL THAT MICROPHONE IN FRONT OF YOU. MAYBE THAT
12 WILL HELP YOU A LITTLE BIT. OKAY. NOW, DID YOU
13 UNDERSTAND THAT YOU WERE REPRESENTING YOURSELF TO BE
14 YVONNE YORK?

15 A. YES, I DID.

16 Q. DID YOU INTEND TO SIGN IT THIS WAY?

17 A. YES, I DID.

18 Q. AND THE ADDRESS ON IT IS?

19 A. 556 BROOMSTRAW ROAD.

20 Q. WHERE WERE YOU LIVING AT THAT TIME?

21 A. 556 BROOMSTRAW ROAD.

22 Q. AND WHERE WAS THE FURNITURE DELIVERED?

23 A. 556 BROOMSTRAW ROAD.

24 Q. AND WHOSE TELEPHONE NUMBER IS 372-3353?

25 A. BLUE'S.

1 Q. AFTER THE CONTRACT WAS SIGNED, DID YOU MAKE PAYMENTS
2 ON THE CONTRACT?

3 A. YES, WE DID.

4 Q. AT ANY TIME AFTER NOVEMBER 13TH, 2013, UNTIL BLUE
5 DIED, DID ANY -- DID YOU EVER GO IN THERE AND SAY,
6 "WAIT A MINUTE. MY NAME IS NOT YORK; IT'S BURNS"?

7 A. NO, I DIDN'T.

8 Q. DID YOU HAVE ANY INTENTION TO CHANGE IT?

9 A. NO, I DIDN'T.

10 Q. CAN YOU TELL ME WHETHER OR NOT YOU WERE REPRESENTING
11 THAT YOU AND BLUE WERE GOING TO GET MARRIED?

12 A. YES, I DID.

13 Q. AND WAS THAT YOUR INTENTION?

14 A. YES.

15 Q. NOW, I'M GOING TO SHOW YOU APA 182 THROUGH 189 AND
16 ASK IF YOU RECOGNIZE IT.

17 A. YES.

18 Q. TELL US WHAT THAT CONTRACT IS ABOUT.

19 A. WE WERE RENOVATING MY HOUSE.

20 Q. AND WHO ---

21 A. OUR HOUSE.

22 Q. TELL ME WHO ARE THE OWNERS ON THE CONTRACT, ON THE
23 TOP OF THE FIRST PAGE.

24 A. TIMOTHY YORK AND YVONNE BURNS.

25 Q. AND WHAT RELATION ARE YOU TO THE COMPANY THAT WAS

1 DOING THE WORK?

2 A. HARRY BEAUFORT IS MY UNCLE.

3 Q. AND MARY McLAUGHLIN HAS SOMETHING TO DO WITH THAT?

4 A. YES, THAT'S HER FIANCÉ.

5 Q. NOW, WAS THE WORK PERFORMED?

6 A. YES, IT WAS.

7 Q. ON THE BACK PAGE, WHO SIGNED THE CONTRACT?

8 A. BLUE AND I DID.

9 Q. IS THAT HIS SIGNATURE?

10 A. YES, IT IS.

11 **BY MS. MICKLE:**

12 OBJECTION.

13 **DIRECT EXAMINATION RESUMED BY MR. JENKINSON:**

14 Q. AND WERE YOU PRESENT WHEN HE SIGNED IT?

15 A. YES, I WAS.

16 Q. WHERE WAS IT SIGNED?

17 A. AT MY HOUSE.

18 Q. AND WAS YOUR UNCLE PRESENT?

19 A. YES, HE WAS.

20 Q. AND YOU ALL ALL SIGNED IT TOGETHER?

21 A. YES.

22 Q. WHAT WAS THE TYPE WORK THAT WAS DONE ON THE HOUSE?

23 A. WE DID A SIDE PORCH, A DECK ON THE BACK, AND ALSO
24 EXPAND THE KITCHEN.

25 Q. I'M GOING TO SHOW YOU APA 190 AND ASK YOU WHAT THESE

1 ARE.

2 A. THOSE ARE THE RECEIPTS.

3 Q. FOR WHAT?

4 A. PAYMENTS.

5 Q. TO WHO?

6 A. TO HARRY BEAUFORT FOR THE WORK THAT HE DONE ON THE
7 HOUSE.

8 Q. DID YOU MAKE ANY OF THOSE PAYMENTS?

9 A. NO. BLUE DID MAINLY.

10 Q. HE DID?

11 A. YES. AND THEN WE MADE SOME TOGETHER.

12 Q. WHERE DID THE MONEY COME FROM FOR THOSE PAYMENTS?

13 A. OUT OF OUR MONEY.

14 Q. DID YOU DEPEND ON HIM TO FIX UP THE HOUSE AND KEEP
15 IT IN GOOD REPAIR?

16 A. YES.

17 Q. DID YOU ALL PAY FOR IT TOGETHER?

18 A. YES, WE DID.

19 Q. AND WAS THAT MONEY ACTUALLY DELIVERED TO THEM?

20 A. YES.

21 Q. AND DOES THAT CONFORM WITH THE PAYMENTS THAT WERE
22 DUE ON THE HOME IMPROVEMENT CONTRACT, 182?

23 A. YES.

24 Q. THE LOW COUNTRY LOAN PAYMENT, WHERE DID YOU -- DID
25 YOU MAKE ANY PAYMENTS ON THAT?

- 1 A. THAT WAS IN --
- 2 Q. HIS STATE I.D., ---
- 3 A. RIGHT.
- 4 Q. --- HIS LICENSE, YOU SAW IT IN THE APA?
- 5 A. RIGHT.
- 6 Q. OKAY. THAT WAS McMILLAN AS WELL, RIGHT?
- 7 A. RIGHT.
- 8 Q. AND THEN AFTER HE LOST HIS LICENSE HE HAD TO GET A
- 9 STATE I.D.?
- 10 A. RIGHT.
- 11 Q. AND THE ADDRESS THAT WAS USED IN HIS STATE I.D.,
- 12 THAT WAS McMILLAN AS WELL, WASN'T IT?
- 13 A. I GUESS. I HAVEN'T SEEN IT.
- 14 Q. WOULD IT ALSO BE A FAIR STATEMENT THAT THE TWO OF
- 15 YOU HAD NO JOINT BANK ACCOUNTS TOGETHER?
- 16 A. WE DIDN'T HAVE A JOINT ACCOUNT.
- 17 Q. YOU DIDN'T HAVE A SAVINGS ACCOUNT?
- 18 A. NO.
- 19 Q. YOU DIDN'T HAVE A CHECKING ACCOUNT?
- 20 A. NO, WE DIDN'T.
- 21 Q. AND YOU DIDN'T HAVE ANY MUTUAL FUNDS OR ANYTHING
- 22 LIKE THAT?
- 23 A. NO.
- 24 Q. NOW, WE'VE TALKED ABOUT THE FURNITURE -- THE
- 25 FURNITURE THAT WAS PURCHASED. YOU REMEMBER THAT?

1 MARRIED, DID YOU?

2 A. I DIDN'T FEEL LIKE I HAD TO TELL JAVON ANYTHING
3 'CAUSE JAVON WAS LIKE IN AND OUT; HE WASN'T STAYING
4 CONSTANTLY WITH ME.

5 Q. ONE OF THE MOST SIGNIFICANT EVENTS OF YOUR LIFE --
6 YOU'D CONCEDE THAT GETTING MARRIED TO THE PERSON
7 THAT YOU SAY YOU LOVE WOULD BE A SIGNIFICANT EVENT,
8 CORRECT? WOULD YOU ---

9 A. I WON'T SAY I LOVE HIM. I DID ---

10 Q. YOU WON'T SAY YOU LOVE HIM?

11 A. I WILL NOT SAY THAT -- YOU'RE SAYING THAT I DON'T
12 LOVE BLUE? YES, I LOVE BLUE.

13 Q. I DIDN'T SAY THAT. I SAID GETTING MARRIED TO THE
14 MAN YOU SUPPOSEDLY LOVE IS A SIGNIFICANT EVENT;
15 WOULD YOU AGREE?

16 A. YES, IT IS. YES.

17 Q. AND YOU DID NOT TELL JAVON, THE ONLY CHILD THAT YOU
18 HAVE LIVING IN YOUR HOUSEHOLD, THAT YOU WERE GOING
19 TO GET MARRIED, ENGAGE IN THAT SIGNIFICANT EVENT?

20 A. I DID NOT TELL HIM NO SPECIFIC TIME. WE ALWAYS --
21 YOU KNOW, BLUE AND I TALKED ABOUT IT, BUT I DIDN'T
22 JUST SAY, "JAVON, I'M GETTING MARRIED." NO, I
23 DIDN'T.

24 Q. YOU DIDN'T TELL HIM WHEN YOU SUPPOSEDLY GOT ENGAGED,
25 DID YOU?

1 A. NO, I DID NOT.

2 Q. YOU DIDN'T TELL HIM WHEN YOU SUPPOSEDLY GOT THIS
3 RING FROM BLUE, DID YOU?

4 A. JAVON SAW THE RING ON MY FINGER, YES. I DIDN'T FEEL
5 LIKE I HAD TO ---

6 Q. I DIDN'T ASK YOU ---

7 A. --- ANNOUNCE IT.

8 Q. I DIDN'T ASK YOU WHAT HE SAW. I'M ASKING YOU WHAT
9 YOU SAID, AND THE FACT IS YOU NEVER TOLD JAVON THAT
10 YOU WERE -- THAT YOU RECEIVED AN ENGAGEMENT RING,
11 DID YOU?

12 A. NO, I DIDN'T.

13 Q. OKAY. DO YOU MIND? CAN WE SEE YOUR ENGAGEMENT
14 RING? OKAY; ALL RIGHT. DO YOU KNOW WHERE THAT RING
15 WAS PURCHASED?

16 A. NO. I DIDN'T ASK.

17 Q. YOU DIDN'T ASK?

18 A. WHY SHOULD I ASK? DO YOU ASK WHERE YOU GET ALL YOUR
19 GIFTS FROM?

20 Q. I PICKED OUT MINE, BUT CAN I ---

21 A. NO, I DID NOT PICK MINE OUT.

22 Q. AND DO YOU KNOW WHETHER THAT'S GOLD OR TIN?

23 A. I DON'T KNOW WHAT IT IS. HE GAVE IT TO ME AND IT
24 CAME FROM HIS HEART. THAT'S ALL THAT COUNTS.

25 Q. AND, YOU KNOW, I'VE GOT TO DESCRIBE IT A LITTLE BIT

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BY MR. JENKINSON:

THAT'S SUFFICIENT.

BY THE COMMISSIONER:

--- PIECE OF METAL WITH CLEAR STONES WITHIN THE
MARQUIS.

BY MR. JENKINSON:

THANK YOU, YOUR HONOR.

CROSS EXAMINATION RESUMED BY MS. MICKLE:

Q. NOW, YOU'VE INDICATED TO THE COURT THAT HAD BLUE NOT
DIED YOUR PLAN WOULD HAVE BEEN TO GET MARRIED AROUND
THAT FIRST WEEK IN SEPTEMBER OF 2013; IS THAT
CORRECT?

A. CORRECT.

Q. BUT WOULD IT ALSO BE AN ACCURATE STATEMENT TO SAY
THAT YOU HADN'T MADE -- YOU HADN'T BOOKED ANY PLACE
FOR A RECEPTION?

A. IT WOULD HAVE BEEN AT CHRIS ---

Q. IS THAT ACCURATE?

A. YES.

Q. WOULD IT ALSO BE ACCURATE THAT YOU DIDN'T SEND OUT
ANY INVITATIONS TO FRIENDS?

A. NO, WE DIDN'T SEND NO INVITATION OUT.

Q. OKAY. WOULD IT ALSO BE ACCURATE THAT YOU DIDN'T
HAVE ANY PLANS FOR A BACKYARD BARBEQUE OR ANYTHING

1 LIKE THAT AT ANYBODY'S HOUSE?

2 A. NO, WE WERE GOING TO CHRIS STORE.

3 Q. OKAY. BUT THERE WERE NO PLANS SET?

4 A. NO.

5 Q. OKAY. AND NO MONIES EXPENDED FOR ANY KIND OF

6 RESERVATION FOR A RECEPTION HALL, CORRECT?

7 A. WE WERE GOING TO DO IT AT CHRIS STORE AND LOUNGE

8 RIGHT THERE IN LANE. THAT WAS IT.

9 Q. NO MONEY ---

10 A. NO, WE DID NOT PAY ---

11 Q. --- WAS EXPENDED ---

12 A. NO.

13 Q. --- TO RESERVE ANY PLACE; IS THAT CORRECT?

14 A. CORRECT.

15 Q. OKAY; ALL RIGHT. NOW, LET'S TALK ABOUT THE FUNERAL,

16 OKAY?

17 A. YEAH.

18 Q. NOW, YOU'RE CLAIMING THAT YOU WERE GOING TO BE

19 MARRIED TO THIS MAN?

20 A. RIGHT.

21 Q. BUT WOULD IT BE A FAIR STATEMENT TO SAY THAT YOU

22 NEVER OFFERED TO PAY ONE DIME TOWARDS HIS BURIAL

23 EXPENSES?

24 A. I WAS TOLD ---

25 Q. IS THAT A FAIR STATEMENT?

1 WE'RE TALKING ABOUT THE LAST SEVEN, EIGHT YEARS, THE
2 PERIOD OF TIME YOU SAID YOU CONSIDERED YOURSELF
3 MARRIED TO MR. YORK." NOW, AGAIN, THIS IS THE
4 NUMBER OF TIMES, FOR THE RECORD. DO YOU RECALL YOUR
5 ANSWER SAID, "ABOUT SIX"?

6 A. AT ONE POINT.

7 Q. AND ON PAGE 81, DO YOU RECALL MS. MICKLE SAYING, "SO
8 IT WAS NOT SEVEN TO EIGHT YEARS?" "NO, IT WAS SIX."
9 THERE WAS A LOT OF DISCUSSION DURING THAT ABOUT THE
10 TIMES. ARE YOU SURE HOW MANY TIMES IT WAS?

11 A. I'M NOT EXACTLY SURE.

12 **BY MR. JENKINSON:**

13 THANK YOU, MA'AM. THAT'S ALL I HAVE.

14 **RECROSS EXAMINATION BY MS. MICKLE:**

15 Q. AND JUST TO BE CLEAR, COUNSEL ASKED YOU ABOUT THIS
16 DEBIT CARD. WHEN YOU WOULD USE THE DEBIT CARD, YOU
17 WOULD USE IT WITH THE DIFFERENT PROVIDERS; IS THAT
18 CORRECT? WHEN YOU'D GO TO PAY THE WATER BILL, YOU'D
19 USE THE DEBIT CARD; IS THAT HOW YOU USED IT?

20 A. NO.

21 Q. HOW DID YOU USE IT?

22 A. I WOULD GO GET THE MONEY FROM THE BANK AND THEN GO
23 PAY BILLS TOGETHER -- AND MY MONEY. I WOULD ALWAYS
24 GET IT FROM THE BANK.

25 Q. HOLD ON FOR A SECOND. ON YOUR TAX RETURN FOR 2012

1 -- YOU SEE 2012?

2 A. UH-HUH.

3 Q. OKAY. YOU TESTIFIED THAT YOU ALL DIDN'T HAVE ANY
4 JOINT BANK ACCOUNT, CORRECT?

5 A. BLUE AND I DON'T HAVE NO JOINT ACCOUNT.

6 Q. THE ROUTING NUMBER THAT YOU LISTED FOR YOUR REFUND,
7 WHERE WAS THE CHECK GOING?

8 A. THE CHECK?

9 Q. YES. YOU LISTED A ROUTING NUMBER AND A CHECKING
10 ACCOUNT. WHERE WAS ---

11 A. THAT WAS A -- OUR H&R BLOCK CARD, DEBIT CARD. I
12 DIDN'T HAVE AN ACCOUNT. I HAD THE CARD THAT THEY
13 JUST PUT THE MONEY ON THE CARD.

14 Q. OKAY. SO, IS IT YOUR TESTIMONY THAT THE REFUND ---

15 A. THIS IS ---

16 Q. YES. I'M JUST ASKING YOU ABOUT THIS. IT SAYS --
17 THIS IS A 2012 RETURN. YOU GAVE A ROUTING ACCOUNT
18 AND A CHECK ACCOUNT NUMBER. DO YOU SEE THAT?

19 A. YEAH, I SEE IT, BUT I DON'T HAVE AN ACCOUNT.

20 Q. DO YOU KNOW WHERE THAT WENT?

21 A. NO, I DO NOT, BECAUSE THE MONEY WAS ON THE CARD.

22 Q. AND JUST TO BE CLEAR, YOU DIDN'T HAVE A MORTGAGE,
23 CORRECT?

24 A. CORRECT.

25 Q. AND SO, YOUR BASIC EXPENSES WOULD BE YOUR WATER

1 A. EITHER MY CAR, MY MOM'S CAR, OR HIS CAR.

2 Q. SO YOU HAVE THREE CARS THERE?

3 A. YEAH.

4 Q. WHAT KIND OF CAR DID BLUE HAVE?

5 A. A WHITE OLDSMOBILE.

6 Q. OKAY. WHOSE NAME WAS THAT IN, IF YOU KNOW?

7 A. I DON'T KNOW.

8 Q. OKAY. SO YOU DIDN'T EVEN KNOW WHOSE NAME IT WAS IN?

9 A. NO, SIR.

10 Q. DID YOU KNOW ANYTHING ABOUT THE BUSINESS
11 TRANSACTIONS BETWEEN YOUR MOTHER AND BLUE?

12 A. I MEAN, I KNOW HE -- HE PRETTY MUCH HAD HER TAKE
13 CARE OF THE MONEY.

14 Q. HOW DO YOU KNOW THAT?

15 A. 'CAUSE HE ---

16 Q. DON'T TELL US WHAT BLUE SAID. JUST FROM WHAT YOU
17 SAW.

18 A. HE WOULD GIVE HER THE CARD, TELL HER TO GO ---

19 **BY MS. MICKLE:**

20 OBJECTION; HE WOULD TELL HER.

21 **BY THE COMMISSIONER:**

22 SUSTAINED.

23 **WITNESS RESUMES:**

24 A. HE WOULD GIVE HER THE CARD AND SHE'LL GO ---

25 **DIRECT EXAMINATION RESUMED BY MR. JENKINSON:**

1 Q. WHAT KIND OF CARD ARE YOU TALKING ABOUT?

2 A. BANK CARD.

3 Q. OKAY.

4 A. AND SHE WOULD GO PAY THE BILLS OR GET ANYTHING THAT

5 HE HAD NEEDED FOR WORK OR IF HE HAD NEEDED ANYTHING

6 AROUND THE HOUSE, OR SHE'LL GO GROCERY SHOPPING,

7 JUST THE BASICS, YOU KNOW.

8 Q. DID THEY DO THOSE THINGS TOGETHER SOMETIMES?

9 A. YES, SIR, WHENEVER HE'S OFF. YEAH.

10 Q. NOW, DO YOU KNOW TYRONE YORK?

11 A. YES, SIR.

12 Q. ARE YOU CLOSE TO HIM?

13 A. NO, SIR.

14 Q. HOW ABOUT MS. SHIRLEY YORK; DO YOU KNOW HER?

15 A. YES, SIR.

16 Q. HAVE YOU EVER BEEN TO THEIR HOUSE?

17 A. NOT -- I'VE BEEN THERE BUT NOT LIKE AS IN GOING AND

18 STAYING.

19 Q. HOW DID YOU HAPPEN TO GO THERE?

20 A. WHEN I RIDE WITH MY UNCLE OR MY AUNT TO GO AND DROP

21 BLUE OFF.

22 Q. OKAY. AND WHO'S YOUR UNCLE?

23 A. MY UNCLE DANNY.

24 Q. WHO?

25 A. UNCLE DANNY.

Claimant Tyrone York's APA Exhibits

09/03/2013

7:20 PM- CAMLIN WAS CONTACTED BY MR. MCKENZIE. MR. MCKENZIE OFFERED ADDITIONAL INFORMATION THAT HE STATED WAS ON HIS MIND. THIS INFORMATION IS INCLUDED IN A MEMO TO FILE

09/09/2013

CAMLIN WAS CONTACTED BY TIMOTHY YORKS FAMILY CIVIL ATTORNEY REQUESTING COPY OF THE REPORT. CAMLIN ASKED THEY SEND FORMAL REQUEST TO SCDNR LEGAL SECTION



South Carolina Department of Natural Resources Statement

Case / Summons Number: _____

County(s): Williamsburg

James M. Knight, make the following voluntary statement to,
Orin E.D. McNight who has identified themselves as an official of the South
Carolina Department of Natural Resources.

We were spray at about 12:30. Return to truck
to get more chemical. Started back to spray again.
The boat started to take on water. Turn back to
bank. The boat flip over. We held on to boat and
tank. After about 30 min or so, Timmy thought he
could swim to shore. But rang to say he didn't
make it. I saw still in the water 15 minutes more
before I got to the bank. Ten minute later the
call was made to 911

I have read this statement consisting of _____ page(s) and have initialed all corrections. I fully
understand its entire contents and affirm that it is true and correct to the best of my knowledge and belief. I
have received a copy of this statement. No threats or promises have been made to obtain this statement.

Subscribed this 26th day of August, 20 13

Signature: <u>James M. Knight</u>	Witness: <u>Orin E.D. McNight</u>
Address: <u>2097 W. Highway 101, Williamsburg, VA 23185</u>	
Phone: <u>804-231-1111</u>	

INCIDENT TYPE				COMPLETED	FORCED ENTRY	PREMISE TYPE	UNITS ENTERED	TYPE VICTIM
1. 90Z - DROWING				☒ YES ☐ NO	☐ YES ☐ NO	16		☒ Individual ☐ Business ☐ Financial Inst. ☐ Government ☐ Relig. Orgn. ☐ Soc./Public ☐ Other ☐ Unknown ☐ Police Off.
2.				☐ YES ☐ NO	☐ YES ☐ NO			
3.				☐ YES ☐ NO	☐ YES ☐ NO			
INCIDENT LOCATION (SUBDIVISION, APARTMENT AND NUMBER, STREET NAME AND NUMBER)						ZIP CODE	WEAPON TYPE	
1397 GOURDIN ROAD, SALTERS SC						29590		
INCIDENT DATE	24 HR. CLOCK	TO	DATE	24 HR. CLOCK	DISPATCH DATE/TIME 24 HR. CLOCK			LOCATION NO.
08/26/2013	1346		08/26/2013	2035	DISP. DATE	DISP. TIME	TIME ARRIVED	DEPART. TIME
					08/26/2013	1347	1353	2035
COMPLAINANT'S NAME (LAST, FIRST, MIDDLE)				RELATIONSHIP TO SUBJECT		RESIDENT	RACE	SEX
MCCONNELL, RANDALL GENE				#1 #2 #3		0 S O U	W	M
ADDRESS				CITY	STATE	ZIP CODE	LOCATION NO.	
1444 GOURDIN RD				SALTERS	SC	29590		
VICTIM'S NAME (LAST, FIRST, MIDDLE)				RELATIONSHIP TO SUBJECT		RESIDENT	RACE	SEX
YORK, TIMOTHY				#1 #2 #3		0 S O U	B	M
HEIGHT	WEIGHT	HAIR	EYES	FACIAL HAIR, SCARS, TATOOS, GLASSES, CLOTHING, PHYSICAL PECULIARITIES, ETC.				
6-0	168	BLK	BRO	NONE				
ADDRESS				CITY	STATE	ZIP CODE	LOCATION NO.	
137 MCMILLIAN RD				GREELEYVILLE	SC	29056	01	
IS INJURY (VICT. 1) ☐ YES ☒ NO EXPLAIN -								
VICTIM (NO. 1) USING: ALCOHOL: ☐ YES ☒ NO ☐ UNK. DRUGS: ☐ YES ☒ NO ☐ UNK.								
TWO-MAN VEH. ☐ ONE-MAN VEH. ☐ DETECTIVE/SPLASMT. ☐ OTHER ☐ ALONE ☐ ASSISTED J - This Jurisdiction S - State O - Out of State U - Unknown								
SUSPECT	SUBJECT NAME (LAST, FIRST, MIDDLE)				RACE	SEX	AGE	ETH.
	NONE, NONE				U	U	00	N
RUNAWAY	FACIAL HAIR, SCARS, TATOOS, GLASSES, CLOTHING, PHYSICAL PECULIARITIES, ETC.							
WANTED								
WARRANT	ADDRESS				CITY	STATE	ZIP CODE	LOCATION NO.
ARREST	NONE				NONE			
JAIL	SUBJECT (NO. 1) USING: ALCOHOL: ☐ YES ☐ NO ☒ UNK.				ARRESTED NEAR OFFENSE SCENE ☐ YES ☐ NO		DATE/TIME OF OFFENSE	
SUMMONS	DRUGS: ☐ YES ☐ NO ☒ UNK. TYPE:				TOTAL # ARRESTED 0		08/26/2013 1346	

Offenses:
ROWING

ON 08/26/2013, AT 1347 HRS, SGT KENNEDY WAS DISPATCHED TO 1397 GOURDIN ROAD, SALTERS, SC, IN REFERENCE TO A POSSIBLE ROWING VICTIM. SGT KENNEDY ARRIVED AT 1353 HRS, AND MET WITH RANDALL MCCONNELL WHO STATED THAT TIMOTHY YORK AND JERRY MCKENZIE WERE SPRAYING FOR WEEDS FROM A BOAT IN HIS POND. APPARENTLY, THE BOAT STARTED TAKING ON WATER. WHEN MR MCKENZIE STARTED TRYING TO GET TO THE SHORE THE BOAT BEGAN TO SINK. MR MCKENZIE MADE IT TO THE SHORE BY PULLING HIS BOAT SEAT, AND MR YORK COULD NOT SWIM AND DID NOT MAKE IT TO THE SHORE.

SGT KENNEDY SPOKE WITH MR JERRY MCKENZIE, AND HE STATED THAT HE AND TIMOTHY "BLUE" YORK, WERE IN THE BOAT SPRAYING FOR WEEDS WHEN THE BOAT BEGAN TO TAKE ON WATER. MR MCKENZIE SAID IT GOT TO THE POINT WHERE THEY BEGAN TRYING TO GET TO THE SHORE, BUT WHEN HE TURNED THE BOAT IT TOOK ON SUCH MUCH WATER THAT THE BOAT BEGAN TO SINK. ALSO, MR MCKENZIE BELIEVES THAT MR YORK LOST HIS BALANCE CAUSING HIM TO FALL TO ONE SIDE CAUSING EVEN MORE WATER TO COME IN THE BOAT. MR MCKENZIE STATED THAT THE BOAT EVENTUALLY TURNED OVER, AND THAT HE STARTED HOLDING ONTO THE BOAT BECAUSE HE WAS NOT A STRONG SWIMMER. HE STATED THAT MR YORK STARTED HOLDING ONTO THE POISON TANK THAT FELL FROM THE BOAT, BUT IT BEGAN TO ROLL OVER. MR MCKENZIE ASKED MR YORK IF HE COULD SWIM, AND MR YORK SAID HE COULD A LITTLE. HOWEVER, MR YORK NEVER WAS ABLE TO MAKE ANY PROGRESS TOWARD THE SHORE. THE LAST TIME MR MCKENZIE SAW MR YORK COME TO THE SURFACE, MR YORK HAD HIS HANDS TOGETHER IN THE CLASSIC PRAYING POSITION. MR MCKENZIE STATED THAT IT TOOK

JURISDICTION OF THEFT LAW ENFORCEMENT AGENCY				JURISDICTION OF RECOVERY LAW ENFORCEMENT AGENCY			
TOTAL VALUE							
E (GROUP)							
ed							
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L/Damaged							
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ed							
in							
down							
SUBJECT IDENTIFIED		SUBJECT LOCATED		☒ ACTIVE ☐ ADM. CLOSED		☐ ARRESTED UNDER 18	
☒ YES ☐ NO		☒ YES ☐ NO		☐ UNFOUNDED		☐ ARRESTED 18 AND OVER	
REASON FOR EXCEPTIONAL CLEARANCE:				1. ☐ OFFENDER DEATH 2. ☐ NO PROSECUTION 3. ☐ EXTRADITION DENIED 4. ☐ VICTIM DECLINES COOPERATION 5. ☐ JUVENILE - NO CUSTODY			
REPORTING OFFICER(S)		DATE		UNIT NUMBER		APPROVING OFFICER	

25 TO 30 MINUTES FOR HIM TO GET TO MR MCCONNELL TO CALL 911 SINCE HE LAST SAW MR YORK GO UNDER THE WATER FOR THE LAST TIME. HE WAS STILL IN THE WATER FOR AROUND 10 MINUTES TRYING TO GET TO THE SHORE WHEN MR YORK WENT UNDER. HE ESTIMATED MR YORK AT THE TIME OF BEING INTERVIEWED THAT MR YORK HAD BEEN UNDER WATER FOR AROUND 35 TO 45 MINUTES.

CHIEF SWINTON FROM THE WILLIAMSBURG COUNTY FIRE DEPARTMENT ARRIVED ON SCENE A FEW MINUTES AFTER SGT KENNEDY, AND WAS ADVISED THAT MR YORK HAD BEEN UNDER WATER FOR AROUND 45 MINUTES. CHIEF SWINTON ADVISED SGT KENNEDY THAT WITH THE CURRENT TEMPERATURE THAT THERE WOULD BE NO CHANCE TO DO LIFESAVING MEASURES WITH THAT LENGTH OF TIME. THEREFORE, SGT KENNEDY AND INV WATSON ROPED OFF THE SCENE TO AWAIT THE ARRIVAL OF AN INVESTIGATOR.

INV EDWARDS ARRIVED A SHORT TIME LATER, AND WAS ADVISED OF THE SITUATION. HE AND SGT KENNEDY WALKED THE SCENE AND TOOK PICTURES OF THE SCENE. THERE WERE TWO VEHICLES PARKED BESIDE THE POND WITH TAG NUMBERS BMR 879 AND CWY 412. THERE WAS A HANDGUN IN ONE AND A RIFLE IN THE OTHER. THERE WAS A SMALL BOAT WITH A LOT OF WATER AT THE EDGE OF THE SHORE AND WHITE SPRAY TANK FLOATING ABOUT 40 YARDS FROM THE SHORE. THIS TANK WAS IDENTIFIED BY MR MCKENZIE AS THE TANK THAT THEY HAD IN THE BOAT. HE STATED THERE WAS AROUND 25 GALLONS OF MIXED POISON TO SPRAY WEEDS. HE ALSO STATED THAT AFTER THE BOAT TURNED OVER THAT MR YORK ATTEMPTED TO HOLD ONTO THE TANK, BUT THAT IT KEPT ROLLING EVERY TIME HE GRABBED IT.

INVESTIGATOR WRENN ARRIVED AT THE SCENE, AND WAS BRIEFED BY INV EDWARDS. THE DETERMINATION WAS MADE TO ALLOW THE FIRE DEPARTMENT TO BEGIN DIVING TO SEARCH FOR THE BODY OF MR YORK.

OFFICER FERRALIS MCKNIGHT AND SGT BILL HUGGINS FROM THE DEPARTMENT OF NATURAL RESOURCES CAME TO THE SCENE. THEY DETERMINED THAT THIS WOULD BE CLASSIFIED AS A BOATING ACCIDENT, AND CALLED FOR A DNR INVESTIGATOR. WHEN THEIR INVESTIGATOR SGT ROBIN CAMLIN ARRIVED, SHE HAD THE BOAT REMOVED FROM THE POND. THE PLUG FROM THE BOAT WAS NOT IN THE HOLE FOR WHICH IT WAS INTENDED. IT WAS LYING IN THE BACK OF THE BOAT. IT WAS DETERMINED THAT THE WATER COMING INTO THE BOAT WAS FROM THIS SOURCE.

VCFD DIVERS NATHAN WILLIAMS, JEREMY MORRIS, AND SHEDRICK BROWN LOCATED THE BODY OF MR YORK AT 1940 HRS. THE BODY WAS BROUGHT TO THE SHORE, AND EXAMINED BY DEPUTY CORONER WILLIAM HORTON. A DETERMINATION OF DEATH WAS MADE, AND MR HORTON REMOVED THE FOLLOWING PERSONAL BELONGINGS FROM MR YORK'S PANTS POCKETS: WALLET WITH ID AND \$8, KEYS, AND CELL PHONE. MR HORTON STATED THAT HE WOULD BE SENDING THE BODY FOR AN AUTOPSY TO MUSC. MR HORTON DID POINT OUT TO OFFICERS THAT THERE WAS A SMALL SCRATCH ABOVE THE LEFT EYELID OF MR YORK. HENRYHAND FUNERAL HOME CAME TO THE SCENE AND RETRIEVED THE BODY OF MR YORK.

MR MCCONNELL, THE LAND OWNER, WAS ADVISED THAT THE INVESTIGATION OF THE BOATING ACCIDENT WOULD BE HANDLED BY THE DNR DEPT OF NATURAL RESOURCES. SGT KENNEDY CLEARED THE SCENE AT 2035 HRS. END OF REPORT

				JURISDICTION OF THEFT LAW ENFORCEMENT AGENCY		JURISDICTION OF RECOVERY LAW ENFORCEMENT AGENCY	
						TOTAL VALUE	
E (GROUP)							
ted							
nt/Forged							
L/Damaged							
covered							
est							
on							
nown							
SUBJECT IDENTIFIED		SUBJECT LOCATED		☒ ACTIVE ☐ ADM. CLOSED		☐ ARRESTED UNDER 18	
☒ YES ☐ NO		☒ YES ☐ NO		☐ UNFOUNDED		☐ ARRESTED 18 AND OVER	
SON FOR EXCEPTIONAL CLEARANCE:		1. ☐ OFFENDER DEATH 2. ☐ NO PROSECUTION		3. ☐ EXTRADITION DENIED 4. ☐ VICTIM DECLINES COOPERATION		5. ☐ JUVENILE - NO CUSTODY	
REPORTING OFFICER(S)		DATE		UNIT NUMBER		APPROVING OFFICER	
						DATE	
						UNIT NUMBER	

Death Certificate

STATE OF SOUTH CAROLINA
CERTIFICATION OF VITAL RECORD

DEATH CERTIFICATION

STATE FILE NUMBER: 139-13-030093

DECEDENT'S NAME: *TIMOTHY YORK*

AKA's: NA

ARMED FORCES: NO

DATE OF BIRTH: JULY 04, 1974

TYPE OF PLACE OF DEATH: OTHER (SPECIFY)

NAME AND ADDRESS OF PLACE OF DEATH: 1397 GOURDIN ROAD, GREELEYVILLE, SC 29056

PLACE OF DISPOSITION: MT ZION AME CHURCH CEMETERY

DISPOSITION LOCATION: GREELEYVILLE, SOUTH CAROLINA

METHOD OF DISPOSITION: BURIAL

DECEDENT'S RESIDENCE: 629 MCMILLIAN ROAD, GREELEYVILLE, WILLIAMSBURG COUNTY, SC, 29056

PLACE OF BIRTH: SOUTH CAROLINA

SURVIVING SPOUSE'S NAME: NA

FATHER'S NAME: FREDDIE SCOTT

MOTHER'S NAME PRIOR TO FIRST MARRIAGE: SHIRLEY YORK

INFORMANT'S NAME: TYRONE YORK

MAILING ADDRESS: 629 MCMILLIAN RD, GREELEYVILLE, SC, 29056

FUNERAL HOME: HENRYHAND FUNERAL HOME, 1951 THURGOOD MARSHALL BLVD, KINGSTREE, SC, 29556

FUNERAL DIRECTOR: WILLIAM C. HENRYHAND SR.

EMBALMER'S NAME: WILLIAM C. HENRYHAND SR.

ACTUAL OR PRESUMED DATE OF DEATH: AUGUST 26, 2013

ACTUAL OR PRESUMED TIME OF DEATH: 1947

CAUSE OF DEATH - PART I

DROWNING

SEX: MALE

SOCIAL SECURITY NUMBER: 250-39-0656

AGE: 39 YEARS

COUNTY OF DEATH: WILLIAMSBURG

SC 29056

MARITAL STATUS: NEVER MARRIED

RELATIONSHIP: FAMILY MEMBER

LICENSE NUMBER: 2111

LICENSE NUMBER: 2111

MANNER OF DEATH: ACCIDENT

OTHER SIGNIFICANT CONDITIONS - PART II:

NA

CORONER CONTACTED? YES

AUTOPSY PERFORMED? YES

AUTOPSY AVAILABLE? YES

DATE OF INJURY: AUGUST 26, 2013

TIME OF INJURY: Est 1300 to 1315

INJURY AT WORK? YES

PLACE OF INJURY: PLANTATION POND

LOCATION OF INJURY: 1397 GOURDIN ROAD, GREELEYVILLE, WILLIAMSBURG COUNTY, SC, 29056

HOW THE INJURY OCCURRED?

DECEASED WAS IN SMALL JON BOAT THAT TOOK ON WATER AND SANK NOT WEARING FLOTATION DEVICE

CERTIFIER NAME AND TITLE: DEF. CORONER WILLIAM B. HORTON III

LICENSE NUMBER: NA

CERTIFIER'S ADDRESS: 161 WILLIAM COOPER DR., KINGSTREE, SC, 29556

DATE FILED: SEPTEMBER 24, 2013

DATE OF ISSUANCE: OCTOBER 03, 2013

SPECIAL INSTRUCTIONS:

NA

SC03075402

This is a true certification of the facts on file in the Division of Vital Records, SC Department of Health and Environmental Control.

Catherine Templeton

Catherine Templeton
Director and State Registrar

Guang Zhao

Guang Zhao
Assistant State Registrar



Telephone (843) 354-2292 Fax (843) 567-3315

174 East Conifer Street
Andrews, SC 29510
Telephone (843) 354-2292
Fax (843) 354-2293

"Bringing A Higher Standard Through Experience & Courtesy"

DECEASED Timothy York No. _____
DATE OF DEATH 8-24-2013
PLACE OF DEATH _____
DATE OF STATEMENT 8-28-2013

A. CHARGE FOR SERVICES SELECTED

1. Professional Services:

Basic Services of Funeral Director & Staff 995⁰⁰
Embalming 900⁰⁰
Other preparation of body 100⁰⁰
Autopsy 1495⁰⁰

2. Facilities, Equipment & Staff:

Use of Facilities & Staff for Viewing / Visitation 175⁰⁰
Use of Facilities & Staff for Funeral Ceremony
Use of Facilities & Staff for Memorial Service
Use of Equipment & Staff for Graveside Service 450⁰⁰
Use of Equipment & Staff for Church Service 625⁰⁰

3. Transportation:

Transfer of Remains to Funeral Home 225⁰⁰
Hearse 200⁰⁰
Limousine 300⁰⁰
Sedan
Service / Utility Vehicle 925⁰⁰

4. Other Services / Facilities / Equipment:

TOTAL OF SERVICES SELECTED \$ 3045⁰⁰

B. CHARGE FOR MERCHANDISE SELECTED

Casket (or other receptacle) 1295⁰⁰
Name/No. Jackson
Material 20 Gauge (NG)
Color Bronze / Gold 1295⁰⁰
Outer Burial Container
Name/No. Monarch
Material Concrete
Acknowledgement Cards
Register Book
Memory Folders / Prayer Cards
Clothing
Cremation Urn
TOTAL OF MERCHANDISE SELECTED \$ 2590⁰⁰

C. SPECIAL CHARGES

☐ Forwarding remains to: _____
☐ Receiving remains from: _____
Immediate Burial: _____

do not have to pay for embalming you did not approve if you selected arrangements such as a direct cremation or immediate burial. If we charged for embalming, we will explain why below.

CASH ADVANCES

Certified Copies of Death Certificate
2 @ \$ _____ each \$ 15⁰⁰
Clergy
Musician
Paid Newspaper Notice
Cemetery open/close 350⁰⁰
Other programs 285⁰⁰
TOTAL CASH ADVANCES \$ 650⁰⁰
We charge you for our services in obtaining: (specify cash advance items) _____

SUMMARY

Total Funeral Home Charges \$ 5035⁰⁰
Local Sales Tax (if applicable) \$ 181⁰⁰
State Sales Tax (if applicable) \$
Total Cash Advances \$ 650⁰⁰
GRAND TOTAL \$ 6466⁰⁰

Less Credits and Payments

..... \$
..... \$
Total Credits \$

BALANCE DUE \$ 1441³⁰

Billing To Flowers \$150
4897.00

DISCLOSURES

Reason for embalming: _____

If any law, cemetery or crematory requirements have required the purchase of any items listed, the law or requirement is explained below

ACKNOWLEDGEMENT AND AGREEMENT

I hereby acknowledge that I have the legal right to arrange the funeral services for the deceased, and I authorize this funeral establishment to perform services, furnish goods, and incur outside charges specified on this Statement. I acknowledge that I have received the General Price List and the Casket Price List and the Outer Burial Container Price List.

Terms of Payment: _____

Full payment is due no later than _____
If any payment is not paid when due, an unanticipated LATE CHARGE of _____ % per month (ANNUAL PERCENTAGE RATE) on the unpaid balance will be due. I agree to pay the Balance Listed on this Statement, plus any Late Charge. In the event I default payment to this funeral establishment, I agree to pay reasonable attorney's fees and court costs in addition to any Late Charge applicable. I understand and agree that I am assuming personal liability for the charges set forth in this Statement and that this is in addition to the liability imposed by law upon the estate of

1040A

Department of the Treasury - Internal Revenue Service
U.S. Individual Income Tax Return (99)

2012

IRS Use Only - Do not write or staple in this space.

YVONNE B BURNS
PO BOX 241
LANE, SC 29566

OMB No. 1545-0074

Your social security number
249-51-3654

Spouse's social security number

A Make sure the SSN(s) above
and on line 6c are correct.Presidential Election Campaign
Check here if you, or your spouse if filing
jointly, want to go to this fund. Checking
a box below will not change your tax or
refund. ☐ You ☐ Spouse

Foreign country name

Foreign provincial/state/country

Foreign postal code

Filing status: 1 ☐ Single; 2 ☐ Married filing jointly (even if only one has income); 3 ☐ Married filing separately (Enter spouse's SSN and full name here.); 4 ☒ Head of household (with qualifying person). (See instructions.) If the qualifying person is a child but not your dependent, enter this child's name here. 5 ☐ Qualifying widow(er) with dependent child (see instructions).

Exemptions: a ☒ Yourself. If someone can claim you as a dependent, do not check.b ☐ Spouse

c Dependents:

If more than six
dependents, see
instructions.

(1) First name	Last name	(2) Dependent's social security number	(3) Dependent's relationship to you	(4) ☒ If child under age 17 qualifying for child tax credit (see instr.)
JAVON T	BURNS	251-89-3654	SON	

Some checked on
8a and 8b

No. of children

on 8c who:

• lived with you

• did not live with you due to

divorce or separation

(see instr.)

Dependents on 8c not

entered above

Add numbers
on lines
above >

d Total number of exemptions claimed.

Income

7 Wages, salaries, tips, etc. Attach Form(s) W-2. 7 16,579.

Attach Form(s) W-2 here. Also attach Form(s) 1099-R if tax was withheld.

8a Taxable interest. Attach Schedule B if required. 8a

b Tax-exempt interest. Do not include on line 8a. 8b

9a Ordinary dividends. Attach Schedule B if required. 9a

b Qualified dividends (see instructions). 9b

10 Capital gains distributions (see instructions). 10

11a IRA 11b Taxable amount (see instructions). 11b

12a Pensions and annuities. 12a 12b Taxable amount (see instructions). 12b

13 Unemployment compensation and Alaska Permanent Fund dividends. 13

14a Social security benefits. 14a 14b Taxable amount (see instructions). 14b

If you did not attach a W-2, see instructions.

Enclose, but do not attach, any payment. Also, please use Form 1040-V.

15 Add lines 7 through 14b (far right column). This is your total income. > 15 16,579.

Adjusted gross income

16 Educator expenses (see instructions). 16

17 IRA deduction (see instructions). 17

18 Student loan interest deduction (see instructions). 18

19 Tuition and fees. Attach Form 8917. 19

20 Add lines 16 through 19. These are your total adjustments. 20

21 Subtract line 20 from line 15. This is your adjusted gross income. > 21 16,579.

BA For Disclosure, Privacy Act, and Paperwork Reduction Act Notice, see separate instructions.

Form 1040A (2012)

Tax, credits, and payments **22** Enter the amount from line 21 (adjusted gross income). **22** 28,758.00

23a Check ☐ You were born before January 2, 1948, ☐ Blind ☐ Total boxes if: ☐ Spouse was born before January 2, 1948, ☐ Blind checked ☐ 23a ☐

b If you are married filing separately and your spouse itemizes deductions, check here ☐ 23b ☐

Standard Deduction for—

• People who check any box on line 23a or 23b or who can be claimed as a dependent, see instructions.

• All others:

Single or Married filing separately, \$5,950

Married filing jointly or Qualifying widower, \$11,900

Head of household, \$8,700

24 Enter your standard deduction. **24** 5,950.00

25 Subtract line 24 from line 22. If line 24 is more than line 22, enter -0-. **25** 22,808.00

26 Exemptions. Multiply \$3,800 by the number on line 6d. **26** 3,800.00

27 Subtract line 26 from line 25. If line 26 is more than line 25, enter -0-. **27** 19,008.00

This is your taxable income.

28 Tax, including any alternative minimum tax (see instructions). **28** 2,419.00

29 Credit for child and dependent care expenses. Attach Form 2441. **29** 0

30 Credit for the elderly or the disabled. Attach Schedule R. **30** 0

31 Education credits from Form 8863, line 19. **31** 0

32 Retirement savings contributions credit. Attach Form 8880. **32** 0

33 Child tax credit. Attach Schedule 8812, if required. **33** 0

34 Add lines 29 through 33. These are your total credits. **34** 0

35 Subtract line 34 from line 28. If line 34 is more than line 28, enter -0-. This is your total tax. **35** 2,419.00

36 Federal income tax withheld from Forms W-2 and 1099. **36** 3,004.00

37 2012 estimated tax payments and amount applied from 2011 return. **37** 0

38a Earned income credit (EIC). **38a** 0

b Nontaxable combat pay election. **38b**

39 Additional child tax credit. Attach Schedule 8812. **39** 0

40 American opportunity credit from Form 8863, line 8. **40** 0

41 Add lines 36, 37, 38a, 39, and 40. These are your total payments. **41** 3,004.00

42 If line 41 is more than line 35, subtract line 35 from line 41. This is the amount you overpaid. **42** 585.00

43a Amount of line 42 you want refunded to you. If Form 8888 is attached, check here ☐ **43a** 585.00

b Routing number **c** Type: ☐ Checking ☐ Savings

d Account number

44 Amount of line 42 you want applied to your 2013 estimated tax. **44** 0

45 Amount you owe. Subtract line 41 from line 35. For details on how to pay, see instructions. **45** 0

46 Estimated tax penalty (see instructions). **46** 0

Refund

Direct deposit? See instructions and fill in 43b, 43c, and 43d or Form 8888.

Amount you owe**Third party designee**

Do you want to allow another person to discuss this return with the IRS (see instructions)? ☐ Yes. Complete the following. ☐ No

Designee's name

Phone no.

Personal identification number (PIN)

Sign here

Joint return? See instructions. Keep a copy for your records.

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and accurately list all amounts and sources of income I received during the tax year. Declaration of preparer (other than the taxpayer) is based on all information of which the preparer has any knowledge.

Your signature

Date 2/12/13

Your occupation

Daytime phone number

Spouse's signature. If a joint return, both must sign.

Date

Spouse's occupation

If the IRS sent you an Identity Protection PIN, enter it here (see inst.)

Paid**preparer use only**

Print/type preparer's name

Preparer's signature

Date

Check ☐ if self-employed

PTIN

Firm's name

Firm's EIN

Firm's address

Phone no.

Form 1040A (2012)

Timothy York: U.S. Individual Income Tax Return

2011

Form
1040EZ

Department of the Treasury—Internal Revenue Service
**Income Tax Return for Single and
Joint Filers With No Dependents**

2011

OMB No. 1545-0074

Your first name and initial <u>LAURENTH</u>	Last name <u>YORK</u>	Your social security number <u>250 139 0056</u>
If a joint return, spouse's first name and initial	Last name	Spouse's social security number
Home address (number and street, if you have a P.O. box, see instructions) <u>137 McMillan Rd</u>		Apt. no.
City, town or post office, state, and ZIP code. If you have a foreign address, also complete spaces below (see instructions).		Make sure the SSN(s) above are correct.
Foreign country name <u>Greenville SC 29056</u>	Foreign province/country	Foreign postal code

Income Attach Form(s) W-2 here. Enclose, but do not attach, any payment.	1	Wages, salaries, and tips. This should be shown in box 1 of your Form(s) W-2. Attach your Form(s) W-2.	28,133	00
	2	Taxable interest. If the total is over \$1,500, you cannot use Form 1040EZ.	0	
	3	Unemployment compensation and Alaska Permanent Fund dividends (see instructions).	0	
	4	Add lines 1, 2, and 3. This is your adjusted gross income.	28,133	00
	5	If someone can claim you (or your spouse if a joint return) as a dependent, check the applicable box(es) below and enter the amount from the worksheet on back. ☐ You ☐ Spouse If no one can claim you (or your spouse if a joint return) enter \$19,000. See back for explanation.	9,500	00
	6	Subtract line 5 from line 4. If line 5 is larger than line 4, enter -0-.	18,633	00
	7	Federal income tax withheld from Form(s) W-2 and 1099.	2,943	00
	8a	Earned income credit (EIC) (see instructions).	0	
	8b	Nontaxable combat pay election.		
	9	Add lines 7 and 8a. These are your total payments and credits.	2,908	00
Payments, Credits, and Tax	10	Tax. Use the amount on line 6 above to find your tax in the tax table in the instructions. Then, enter the tax from the table on this line.	2,369	00
	11a	If line 9 is larger than line 10, subtract line 10 from line 9. This is your refund. If Form 8888 is attached, check here ☐	5,39	00
	b	Routing number		
Refund	d	Account number		
	12	If line 10 is larger than line 9, subtract line 9 from line 10. This is the amount you owe. For details on how to pay, see instructions.	0	

Amount You Owe	Do you want to allow another person to discuss this return with the IRS (see instructions)? ☐ Yes. Complete below. ☐ No	
	Designee's name	Phone no.
Third Party Designee	Designee's name	Personal identification number (PIN)
	Under penalties of perjury, I declare that I have examined this return and, to the best of my knowledge and belief, it is true, correct, and accurately lists all amounts and sources of income I received during the tax year. Declaration of preparer (other than the taxpayer) is based on all information of which the preparer has any knowledge.	
Sign Here	Your signature	Date
	Spouse's signature. If a joint return, both must sign.	Date
Joint return? See instructions.	Your occupation	Daytime phone number
	Spouse's occupation	If the IRS sent you an Identity Protection PIN, enter it here (see inst.)
Keep a copy for your records.	Check ☐ If self-employed	PTIN
	Print/Type preparer's name	Preparer's signature
Paid Preparer Use Only	Firm's name	Firm's EIN
	Firm's address	Phone no.

For Disclosure, Privacy Act, and Paperwork Reduction Act Notice, see instructions.

Cal. No. 11329W

Form 1040EZ (2011)

Claimant Yvonne Burns APA Exhibits

STATE OF SOUTH CAROLINA CERTIFICATE OF TITLE OF A VEHICLE

VEHICLE ID NUMBER
 1G3HN52K5X4823607

YEAR MAKE
 1999 OLDS

MODEL
 88/LS

NEW/USED
 USED

BODY STYLE DATE ISSUED
 4S 09-29-2010

ODOMETER
 123,981

WEIGHT
 3455

TITLE NUMBER
 770450224554854

VEHICLE BRAND(S)
 ACTUAL MILEAGE

FULL NAME OF OWNER(S)
 YORK, TIMOTHY
 737 MCMILLAN RD
 GREELEYVILLE SC 290569777

CUSTOMER NUMBER: 026338037

FIRST LIENHOLDER
 BANK OF GREELEYVILLE
 PO BOX 278
 GREELEYVILLE SC 290560278
 DATE OF LIEN 09/20/2010

1ST LIEN RELEASED

BY

(DATE)
 (AUTHORIZED AGENT)

THE SOUTH CAROLINA DEPARTMENT OF MOTOR VEHICLES HEREBY CERTIFIES THAT THE PERSON HEREIN IS REGISTERED BY THIS DEPARTMENT AS THE LAWFUL OWNER OF THE VEHICLE DESCRIBED SUBJECT TO THE LIENS, IF ANY, HEREIN SET FORTH.

MARCIA S. ADAMS
 EXECUTIVE DIRECTOR

MARK SANFORD
 GOVERNOR

041678949

2
REMOVE SIDE EDGES FIRST
THEN SLIDE FINGER UNDER LONG EDGE TO OPEN

SOUTH CAROLINA DEPARTMENT OF MOTOR VEHICLES

ASSIGNMENT OF A VEHICLE

Federal and State law require that you state the mileage in connection with the transfer of ownership. Failure to complete or providing a false statement may result in a fine and/or imprisonment.
NOTICE: ANY ALTERATIONS OR ERASURES VOID THE ASSIGNMENT. ASSIGNMENT(S) MUST BE MADE IN DARK INK.

The undersigned hereby certifies that title to the vehicle described herein has been transferred on this 26th day of October, 2011, to
Yvonne E. Burns 556 Broadstreet Rd Laurens SC 29564 and is subject to the following lien:

Name of Purchaser	Yvonne E. Burns	Street	556 Broadstreet Rd	City	Laurens	State	SC	Zip Code	29564
Name of Lienholder									
I hereby certify to the best of my knowledge that the odometer reading is the ACTUAL mileage of the vehicle unless one of the following statements is checked. STOP! DO NOT check one of the following unless it applies.									
Odometer Reading (no tenths)	<u>17,362</u>								
☐ 1. The mileage stated is in excess of its mechanical limit.									
☐ 2. The odometer reading is not the actual mileage.									
WARNING: ODOMETER DISCREPANCY									
I am aware of the above odometer certification made by the seller.									
Signature(s) of Buyer(s)	<u>Yvonne E. Burns</u>								
Hand Print Name(s) of Buyer(s)	<u>Yvonne E. Burns</u>								
Signature of Seller(s)	<u>Timothy York</u>								
Hand Print Name(s) of Seller(s)	<u>Timothy York</u>								
Address	<u>737 McMillan Rd</u> <u>Greenville</u> <u>SC</u>								

ASSIGNMENTS BY DEALER/WHOLESALE/AUCTION

The undersigned hereby certifies that title to the vehicle described herein has been transferred on the _____ day of _____, 20____, to _____ and is subject to the following lien:

Name of Purchaser									
Name of Lienholder									
I hereby certify to the best of my knowledge that the odometer reading is the ACTUAL mileage of the vehicle unless one of the following statements is checked. STOP! DO NOT check one of the following unless it applies.									
Odometer Reading (no tenths)									
☐ 1. The mileage stated is in excess of its mechanical limit.									
☐ 2. The odometer reading is not the actual mileage.									
WARNING: ODOMETER DISCREPANCY									
I am aware of the above odometer certification made by the seller.									
Signature(s) of Buyer(s)									
Hand Print Name(s) of Buyer(s)									
Signature of Seller(s)									
Hand Print Name(s) of Seller(s)									
Address									

H*PWSPI 29056

The undersigned hereby certifies that title to the vehicle described herein has been transferred on the _____ day of _____, 20____, to _____ and is subject to the following lien:

Name of Purchaser									
Name of Lienholder									
I hereby certify to the best of my knowledge that the odometer reading is the ACTUAL mileage of the vehicle unless one of the following statements is checked. STOP! DO NOT check one of the following unless it applies.									
Odometer Reading (no tenths)									
☐ 1. The mileage stated is in excess of its mechanical limit.									
☐ 2. The odometer reading is not the actual mileage.									
WARNING: ODOMETER DISCREPANCY									
I am aware of the above odometer certification made by the seller.									
Signature(s) of Buyer(s)									
Hand Print Name(s) of Buyer(s)									
Signature of Seller(s)									
Hand Print Name(s) of Seller(s)									
Address									

R&R Auto Sales

9285 Hemingway Hwy.
Kingstree, SC 29556

This is to verify that on (Date) 3/26/13, an agreement was made
between (Buyer's Name) Yvonne B. Burns of
(Address) 556 Broomstraw Rd SALTERS, S.C. and R&R
Auto Sales stating that a down payment of \$1500.00 will be made on a
(make & model of vehicle) Ford Escape

Vin# 1FM4U03182RC61438.

(Buyer's Name) Yvonne Burns has agreed to pay \$350.00

per month for the next 18 months which would make a total of
\$6300.00. (Title to be given when payments have been made in full). Payments to
be made on the 15th of each month, beginning April 15, 2013.

In the event that the total amount as stated above is not made, the vehicle
will then be repossessed and back to R&R Auto Sales. R&R Auto Sales
shall hold the title to this vehicle until Paid in Full.

By signing this agreement, failure to make payments on time may result in further actions being
taken. All court fees shall be paid by the Buyer of the vehicle. Initial here Y.B.B.

Yvonne B. Burns
Signature of Buyer

Ronnie Johnson
Signature of Owner
R&R Auto Sales

Home Improvement Contract

This Contract is between: Timothy York and Yvonne Burns 556 Broomstraw Road Lane South Carolina 29564, 843-359-9128 (the "Owner"), and M & H Multiple-Service Business 288 Morning Star Road Salters South Carolina 29590 8433876497 (the "Contractor"), who is licensed in the state of South Carolina under license number 1044.

Project Address: 556 Broomstraw Road, Lane South Carolina 29564

Project Description: The owners has hired the Contractor to expand the kitchen area, close in the side porch, build a deck on the back of the house, and repair pipes under the house.

Payment. Payment shall be made to M & H Multiple-Service Business, Salters, South Carolina 29590. M & H Multiple-Service Business agrees to pay the sum of \$1,650.00 as follows:

<u>Event</u>	<u>Payment Amount</u>
Completion of kitchen	\$500.00
Completion of side porch	\$300.00
Completion of Deck	\$700.00
Plumbing	\$150.00

In addition to any other right or remedy provided by law, if Timothy York and Yvonne Burns fails to pay for the Services when due, M & H Multiple-Service Business has the option to treat such failure to pay as a material breach of this Contract, and may cancel this Contract and/or seek legal remedies.

TERMS AND CONDITIONS

1. Licensing

Contractor warrants that [he or she] currently holds a valid license under the laws and statutes of the State of South Carolina.

2. Time for Performance

Contractor shall commence work under this Contract on or before May 17, 2013. Contractor shall be deemed to have substantially commenced work when Contractor moves equipment onto the jobsite. If Contractor fails to substantially commence work within 30 days from the approximate date of commencement, Owner may delay the succeeding payment due to

Contractor for a period of time equal to that of the delay in commencement of work. Allowance in approximate commencement and completion dates shall be made for any delays attributable to circumstances beyond Contractor's control.

3. Drawings, Specifications, and Permits

The project will be constructed according to the drawings and specifications contained in Schedule A, incorporated into this Contract by reference, which have been examined by Owner and which have been or may be signed by the parties to this Contract. Unless otherwise specifically provided in the drawings or specifications, Contractor will obtain and pay for all required building permits and Owner will pay assessments and charges required by public bodies and utilities for financing or repaying the cost of sewers, storm drains, water service, and other utilities including charges for sewer and storm drain reimbursement, revolving funds, hookup, and other similar charges.

Owner will locate and point out the property lines to Contractor, and will engage a licensed land surveyor to provide boundary stakes if Owner is in doubt as to property boundaries. Owner assumes all responsibility for the accuracy of the boundary markers. Owner shall give copies of any restrictions, easements, or rights of way to Contractor before work is commenced.

Unless otherwise specified, work does not include any changes or alterations from the drawings or specifications that may be required by any public body, utility, or inspector. Contractor, at Contractor's option, may alter specifications only so as to comply with requirements of governmental agencies having jurisdiction over same. The cost of any alteration undertaken to comply with any such requirements shall be in addition to the Contract price specified herein.

4. Property Lines

Unless otherwise specified, Owner will provide all water, sewer, gas, and electric utilities from the point of entry at Owner's property line or, if metering devices are required, to those devices. In compliance with federal and state law, Owner agrees to make drinking water and toilet facilities available to all workers or to compensate Contractor for the cost of rented facilities. Owner agrees to provide the electricity that Contractor requires at the jobsite to complete the work.

4. Access to Work

Owner shall grant free access to work areas for workers and vehicles and shall provide areas for storage of materials and debris. Owner agrees to keep driveways clear and available for movement and parking of trucks during scheduled working hours. Owner shall be responsible for securing all entrances to the jobsite in a manner adequate to prevent persons other than Owner, Contractor, and any authorized workers or material suppliers from gaining access to that site. Contractor shall be responsible, at the end of every workday, for storing all equipment and materials in the facilities provided by Owner. Contractor shall not be liable for damage to driveways, walks, lawns, shrubs, or other vegetation by movement of trucks, workers, equipment, materials, or debris.

Contractor shall keep Owner advised as to the hours during which work is scheduled to be

performed at the jobsite. If Owner denies access to any worker or supplier of materials during scheduled working hours, then Owner will be deemed in breach of this Contract and subject to liability for any damages caused by the breach.

6. Financing

Owner is responsible for obtaining all financing that is or may be necessary to fund the work specified in this Contract. Owner represents that Owner has sufficient funds or has arranged sufficient financing to comply with this Contract.

7. Standard Materials

The Owner extends the Contractor full liberty to select materials appropriate to complete this project.

8. Nonstandard Materials

If any materials used under this Contract are to vary from those listed in Paragraph 7, or if the specifications, quality, or color of the materials vary from those listed in that Paragraph, both Contractor and Owner must agree to that variation in a writing titled "Specifications." That writing must be signed by both Contractor and Owner and must be attached to this Contract and incorporated by reference.

9. Hazardous Materials

Unless otherwise specified in this Contract, the removal, disturbance, or transportation of hazardous materials, including asbestos, is not Contractor's responsibility under this Contract. The parties agree that, if Contractor encounters hazardous materials in the course of the Project, Contractor shall stop work immediately and notify Owner who may then retain a qualified Contractor to perform the work. Such work shall be considered Extra Work under Paragraph 13.

10. Work Allowance, Conflict, and Abnormal Conditions

There shall be a reasonable allowance on all dimensions specified in work plans. All sizes are outside approximate sizes. If there is any conflict between sketches, renderings, views, pictures, plans, blueprints, etc., and the terms of this Contract, then this Contract shall be controlling. Contractor is not responsible for any existing illegal conditions. Contractor is not responsible for any unusual or abnormal concrete footings, foundations, retaining walls, or piers required, or any unusual depth requirements, such as, but not limited to, conditions caused by poor soil, lack of compaction, hillside, or other slope conditions. Contractor may, but is not obligated to, correct those conditions. All work necessary to correct abnormal conditions that is required by public bodies shall constitute an extra work item and the cost shall be in addition to the Contract price specified herein.

11. Change Orders, Amendments, and Modifications

Any subsequent amendment, modification, or Contract, which alters this Contract, and which is signed or initialed by Contractor and Owner, shall be deemed a part of this Contract and shall be controlling in case of conflict with any other provision in Contract.

12. Preparation, Work, and Material

Unless agreed on in writing between Contractor and Owner and included in this Contract under "Specifications", this Contract does not include painting and preparation, filling, finishing, grading, retaining walls, new or relocated gutters and downspouts, screen doors, stair railings, or weather stripping. Contractor shall have the option of selecting all floor coverings.

13. Extra Work and Changes

If Owner, Construction Lender, or any public body or inspector directs any modification or addition to the work covered by this Contract, the charge for that extra work shall be determined in advance and the cost shall be added to the Contract price in addition to Contractor's usual fee for overhead and profit. Owner shall make payments for all extra work as that work progresses, concurrently with regularly scheduled payments. Contractor shall do no extra work without the prior written authorization of the Owner. Any authorization for extra work shall show the agreed terms and shall be approved and signed by both parties.

14. Plumbing

Unless specifically authorized by this Contract, Contractor shall not change plumbing, gas, waste, or water lines outside of the foundation of an existing building. Unless otherwise specifically provided for, this Contract does not cover work done on cesspools or septic tanks. The Contract price does not include rerouting, relocation, or replacement of vents, pipes, ducts, or conduits not shown, or pipes that may be encountered in areas of alteration or excavation.

15. Electrical Service

Unless specifically included in this Contract, electrical work shall not involve a change to any existing service panel other than the addition of circuit breakers or fuse blocks to distribute electric current to new outlets. This Contract does not include changes to existing wiring in areas undisturbed by alterations. All existing electrical wiring systems are assumed to be, and Owner represents them to be, adequate to carry the load imposed by existing work. Any work necessary to correct these existing conditions shall be an extra work item subject to Paragraph 13 of this Contract.

16. Plaster

Contractor calls Owner's attention to, and Owner acknowledges, the limitations of patching plaster. While Contractor shall make every effort to match existing textures, colors, and planes, exact duplication is not promised.

17. Filled Ground or Rock

Unless this Contract specifically provides otherwise, excavating does not include work on filled ground, ground of inadequate bearing capacity, or rock or any other material not removable by ordinary hand tools. This work shall be an extra work item subject to Paragraph 13 of this Contract.

18. Termite Work

Contractor is not obligated to perform any work to correct damage caused by termites or dry rot. Any such work shall be an extra work item subject to Paragraph 13 of this Contract.

19. Removal of Material and Debris

Except for items designated by Owner in writing prior to the commencement of construction, Contractor shall dispose of all material removed from structures in the course of alteration. Contractor shall remove all construction debris on termination of work and shall leave the premises in neat, broom-clean condition.

20. Extra Time

Contractor shall start and diligently pursue work through to completion, but shall not be responsible for delays caused by any of the following: failure of the issuance of all necessary building permits within a reasonable length of time; funding of loans; disbursement of funds into funding control or escrow; acts of neglect or omission by Owner or Owner's employees or agents; acts of God; stormy or inclement weather; strikes, lockouts, boycotts, or other labor union activities; extra work ordered by Owner; acts of public enemy; riots or civil commotion; inability to secure material through regular recognized channels; imposition of Government priority or allocation of materials; Owner's failure to make payments when due; delays caused by inspection or changes ordered by the inspectors of authorized governmental bodies; acts of independent Contractors; holidays; or any other circumstances beyond Contractor's control.

21. Damage to Project and Insurance

Before any work commences under this Contract, Owner shall procure fire insurance with course of construction, vandalism, and malicious mischief endorsements at Owner's own expense. This insurance shall be for a sum at least equal to the Contract price. Loss under the insurance policy shall be payable to the beneficiary under any deed of trust covering the project. The insurance policy shall name Contractor and all SubContractors as additional insured, and shall protect the interests of the Owner, Contractor, SubContractors, and construction lender. If Owner fails to procure the insurance required under his Paragraph, Contractor shall have the option to procure that insurance as agent for, and at the expense of, Owner. If the project is destroyed or damaged by any accident, disaster, or calamity, such as fire, storm, flood, landslide, subsidence, or earthquake, or by the theft or vandalism, any work done by Contractor in rebuilding or restoring the project shall be paid for by the Owner as an extra work item subject to Paragraph 14 of this Contract. If, however, the estimated cost of replacing the work already accomplished by Contractor exceeds 20 percent of the Contract price, Owner shall have the option to cancel this Contract and, if Owner does so, Owner shall pay Contractor the reasonable cost, including usual

overhead and a net profit of 10 percent, of all work performed by Contractor before cancellation.

22. Workers Compensation Insurance

Contractor shall carry workers compensation insurance to protect Contractor's employees during the progress of the work. Owner shall obtain and pay for insurance against injury to Owner's own employees, persons under Owner's direction, and persons on the jobsite at Owner's invitation.

23. Protection of Owner's Property

Owner agrees to remove from the jobsite or to otherwise protect any personal property including, but not limited to, carpets, rugs, drapes, furniture, shrubs, and plantings. Contractor shall not be held responsible for damage to or loss of any items of personal property.

24. Guarantee of Materials and Workmanship

Contractor does not guarantee any materials, equipment, assemblies, or units that Contractor has purchased or will purchase as part of the work covered by this Contract. All of these items are subject to manufacturers or processor's guarantees or warranties.

25. Work Stoppage

Contractor shall have the right to stop work and keep the job idle if payments are not made to Contractor when due. If the work is stopped, for any reason, for a period of 60 days, then Contractor may, at Contractor's option, on five days written notice, demand and receive payment for all work executed and materials ordered or supplied and any other loss sustained, including Contractor's normal overhead plus a profit of 10 percent of the Contract price. Thereafter, Contractor is relieved from any further liability. If work stops for any reason, Owner shall provide for protection of all material on the premises and shall be responsible for any damage, warpage, racking, or loss of that material.

26. Completion and Occupancy

Owner agrees to sign and record a Notice of Completion within five days after the project is completed and ready for occupancy. If Owner fails to record the Notice of Completion, then Contractor shall, as Owner's agent, sign and record a Notice of Completion on Owner's behalf. This agency is irrevocable and is an agency coupled with an interest. Contractor may bar occupancy of the project by Owner or anyone else until Contractor has received all payments due under this Contract and until the appropriate Notice of Completion has been recorded. Use and/or occupancy shall constitute completion. If a funding control service is used, then Contractor and Owner agree that the funding control service shall be appointed as Owner's agent to sign and record a Notice of Completion on Owner's behalf.

27. Notice

Any notice required or permitted under this Contract may be given by ordinary or electronic mail

at the addresses specified in this Contract. If either party changes his or her address, that party shall provide written notice of the change to the other party. Notice shall be considered received one day after it is deposited in the mail with postage prepaid.

28. Integration Clause

This document and all documents incorporated by reference constitute the parties' entire Contract. No other Contracts, oral or written, regarding the work to be performed under this Contract exist between the parties.

This Contract shall be construed in accordance with, and governed by, the laws of the State of South Carolina.

30. Corrective or Repair Work

If minor items of corrective or repair work remain to be accomplished by Contractor after the project is ready for occupancy, Contractor shall perform the work expeditiously and Owner shall not withhold any payment pending completion of that work.

If major items of corrective or repair work remain to be accomplished after the building is ready for occupancy, and the aggregate cost of that work exceeds one percent of the gross Contract price, then Owner, pending completion of the work, may withhold payment of a sufficient amount to pay for completion of the work, but shall not withhold any greater amount.

31. Arbitration of Disputes

Any controversy that develops between Contractor and Owner with regard to matters arising out of, or relating to, this Contract, and that the parties do not promptly resolve, shall be decided by arbitration administered by and in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association unless the parties agree otherwise in writing. This Paragraph shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered on it in any court of competent jurisdiction.

32. Attorneys' Fees

In the event of any arbitration or litigation arising from this Contract, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees.

33. Signatories

This Contract shall be executed by the homeowner, Timothy York and Yvonne Burns, and by the contractor, M & H Multiple-Service Business. The Contract shall be effective as of signing.

OWNER
Yvonne Burns
Timothy York
Timothy York and Yvonne Burns

5-17-13
Date

CONTRACTOR

Harry Beaupre
M & H Multiple-Service Business

5-17-13
Date

No. May 17 2013
Received from Timothy York
One Hundred, fifty & 9 Dollars
For Plumbing Repairs
\$ 150.00 Harry Beaufort-MEH

No. May 24 2013
Received from Timothy York
& Yvonne Burns
Five Hundred & 9 Dollars
For Remodeling Kitchen
\$ 500.00 Harry Beaufort-MEH

No. June 7 2013
Received from Timothy York &
Yvonne Burns
Three Hundred & 9 Dollars
For Enclosing Side Porch
\$ 300.00 Harry Beaufort-MEH

No. June 28 2013
Received from Timothy York &
Yvonne Burns
Seven Hundred & 9 Dollars
For Building Deck
\$ 700.00 Harry Beaufort-MEH

 Allstate Policy View	Agency Menu	My Transactions	Allstate Communications	Help
Agent ID: A217978	Agency: Beth Prosser	Producer Name: SSC03006		

Policy Number: Display Policy as of:

 Search

View Customer Portfolio

Exit

Rating State: SC
 Auto - Private Passenger Voluntary: 968513036 11/02
 Auto-AFCIC
 Your Choice Package: Allstate Package
 Agent of Record: LEE HICKS (41 A0844)
 Subproducer Code: 005
 Premium at Last Endorsement (12/18/13): \$927.86
 Premium at Renewal (05/02/14): \$969.45
 Premium Change: \$41.59 (+4.48%)

[Review Premium Change & Savings Recommendations](#)

YVONNE BURNS
 Home: (843) 359-9128
 Policy Term: 05/02/2014 -
 11/02/2014
 Original Year: 2013
 Number of Times Renewed:
 1

Status: ACTIVE
 Pay Plan: MONTHLY PAY
 Pay Method: DIRECT MAIL
 Allstate eBill: Enrolled
 Allstate ePolicy: Not Enrolled
 Premium: \$967.45
 AAP: \$967.45
 FullPay@ AAP: \$902.90
 Balance: \$1,124.09
 Last Bill Amount: \$158.14
 Current Amount Due: \$158.14
 Due Date: 04/02/2014
 Balance(Includes FullPay@
 discount): \$1,057.54

Activity

Select One

1 Policy View

2 Billing

3 Activity History

4 Claims

Contact Information

Named Insured: YVONNE BURNS
 Mailing Address: 556 BROOMSTRAW RD
 LANE, SC 29564 - 4098

Home: (843) 359-9128
 Primary Residence: Home
 Ownership Type: Owns

DBA:

Current Address: Same as Mailing Address

Property Insurance:

Date Moved to Current Address: 11/2008

Geocode Current Address: NONE

Vehicles

Description	VIN	Garaging Zip	
2002 FORD TRUCKS ESCAPE XLT	1FMYU03182KC61438	29564	View
1999 OLDSMOBILE 88 LS	1G3HN52K5X4823607	29564	View

[View Experience Group Rating](#)

Coverage

Company-Line: Auto-AFCIC

Your Choice Package: Allstate Package

Tier/Group: 5231 03

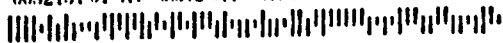
SR Tier: 0249

Billing Group: 00

2002 FORD TRUCKS ESCAPE XLT	1999 OLDSMOBILE 88 LS
Territory: 0217	Territory: 0217
Car Type: Regular Private Passenger	Car Type: Regular Private Passenger
Price Group Symbol: Q/Q	Price Group Symbol: R/R
Rated Driver: YVONNE BURNS	Rated Driver:
Class Code: 0001111000	Class Code: 0001111000
Driver Class: PS2LW	Driver Class: EXV
Merit Points: 0	Merit Points: 0



0052131 01 AV 0.378 011 **AUTO**R001



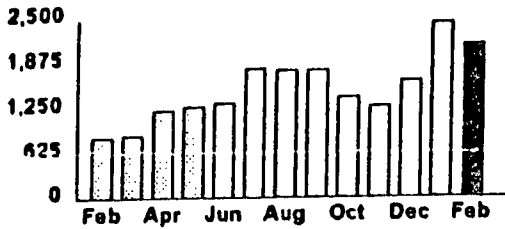
MURRAY BEAUFORT JR
556 BROOMSTRAW RD
LANE SC 29564-4098

Customer Bill

page 1 of 1

Account number	052 042 4045
Total due	\$453.73
Current charges past due after	Mar 3
Thank you for your payment	Jan 14 \$180.00
Usage period	Jan 8 - Feb 5
This bill was mailed on	February 7, 2014

kWh Usage History



Usage

Meter number	Y01042
Readings: Feb	5 74917
Jan	8 72747
kWh usage	2170
Days in period	28
Average kWh per day	78

Billing Residential Service rate

Electric service	209.17
1.5% Late payment charge	3.45
Non-Regulated HomeWIRE Service	4.99
Franchise fee	8.28
Current bill amount	223.89
Balance before current bill	229.84
Total due	\$453.73

The past due date applies to current charges and does not extend the due date for previous charges.

Please note your electric services may not be terminated for failure to pay the non-regulated charges listed.

This bill is subject to a 1.5% per month late payment charge after 03/03/2014.

For your Information

Colder weather increases the demand for energy. We understand your bill may be higher and we'd like to help. Visit duke-energy.com for billing and payment options, as well as tips to lower your energy bill.

Please detach here.

Turn over for helpful phone numbers and customer service tips.

PIN: 654-295-344

Return portion

MURRAY BEAUFORT JR
556 BROOMSTRAW RD
LANE SC 29564-4098

Account number
052 042 4045

Total due	\$453.73
Current charges past due after	Mar 3

Make checks payable
and return to:

Duke Energy Progress
PO BOX 1003
Charlotte NC 28201-1003

052131 0

01
01
02

005



DUKE ENERGY
PROGRESS

0011228 01 AV 0.378 011 AUTO R001

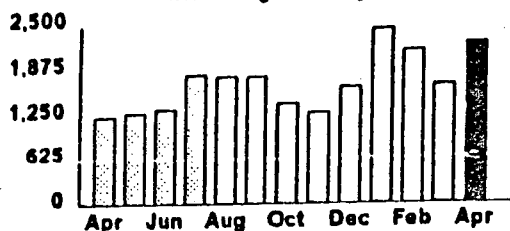
MURRAY BEAUFORT JR
558 BROOMSTRAW RD
LANE SC 29564-4098

Customer Bill

page 1 of 1

Account number 052 042 4045
Total due \$409.75
Current charges past due after May 2
Thank you for your payment Mar 13 \$224.00
Usage period Mar 6 - Apr 7
This bill was mailed on April 8, 2014

kWh Usage History



Usage

Meter number Y01042
Readings: Apr 7 78856
Mar 6 78600
kWh usage 2256
Days in period 32 Average kWh per day 71

Billing Residential Service rate

	32 Days
Electric service	218.89
1.5% Late payment charge	2.68
Non-Regulated HomeWIRE Service	4.99
Franchise fee	8.51
Current bill amount	231.07
Balance before current bill	178.68
Total due	\$409.75

The past due date applies to current charges and does not extend the due date for previous charges.

Please note your electric services may not be terminated for failure to pay the non-regulated charges listed.

This bill is subject to a 1.5% per month late payment charge after 05/02/2014.

For your information

Is your cooling system ready for summer? Find out, with an HVAC Audit. Plus, you could get a \$100 rebate. Learn more at duke-energy.com/hvacaudit.

Please detach here.

Turn over for helpful phone numbers and customer service tips.

PIN: 654-295-344

Return portion

MURRAY BEAUFORT JR
558 BROOMSTRAW RD
LANE SC 29564-4098

Account number
052 042 4045

Total due	\$409.75
Current charges past due after	May 2

Make checks payable
and return to:

Duke Energy Progress
PO BOX 1003
Charlotte NC 28201-1003

WILDER BROTHERS WILLIAMSBURG HOUSE, INC.
P.O. BOX 158
GREELEYVILLE, S.C. 29056
(843)426-2456

April 17, 2014

Mickle & Bass, LLC
P.O. Box 5639
Columbia, S.C. 29250

To Whom It May Concern:

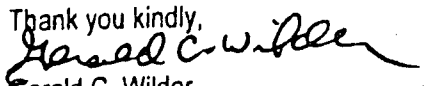
Enclosed you find all documents and signed contracts in regards to Timothy York that we have on file. Please note that I have listed the contracts in order in which they were purchased:

1. Contract 275902.....Timothy York came in purchased along with Yvonne.
2. Contract 276007.....Timothy York and Yvonne came in together and purchased this. As you can see Yvonne signed the contract. They said they were getting married and she signed it Yvonne B. York.
3. Contract 297530.....After Timothy York passed away, we resold the goods to Yvonne to get Burns (her last name) on contract since they never got married.

Also, enclosed are the ledger sheets that have the payment history on these accounts. The letter (9) will be the actual money received. When payments were made they came in the store together, but alot of times she would bring the payment in herself.

If you should need any further assistance in this matter, please contact me.

Thank you kindly,


Gerald C. Wilder
President

DATE : 04/17/2014
PAGE : 1

DIRECTIONS :

ACCOUNT # : K-5405

HOME PHONE : (843) 372-3353 WORK PHONE :

Customer Name :

Co-Name :

YORK , TIM

BURNS , YVONNE

556 BROOMSTRAW ROAD

LANE, SC 29564

DOB: / /

DOB: / /

SSN: 250-19-0056

SSN:

Employer: LONGLAND PLANTATION

CONTRACT#	CONTDTE	AMTFINCD	M PAY	CL	A&H	PROP	TOT INTST	S/J TERM	DUE DATE
276007	11/13/2012	2402.30	130.00	0.00	0.00	0.00	642.70	24	12/15/2012

DATE	REF	CODE	CHARGE	CREDIT	BALANCE	DESCRIPTION	AMOUNT
		PB			0.00	Previous Balance	
05/18/2012	275902	2	56.05	0.00	56.05	275902	
05/18/2012	275902	1	499.95	0.00	556.00	Contract 275902 Sales	
05/18/2012	275902	3	35.00	0.00	591.00	275902	
05/18/2012	275902	9	0.00	50.00	541.00	275902	
06/22/2012	086539	9	0.00	50.00	491.00		
07/28/2012	086805	9	0.00	50.00	441.00		
08/24/2012	087038	9	0.00	50.00	391.00		
09/28/2012	087319	9	0.00	50.00	341.00		
10/30/2012	088072	9	0.00	50.00	291.00		
11/13/2012	276007	2	642.70	0.00	933.70	276007	
11/13/2012	276007	1	2090.00	0.00	3023.70	Contract 276007 Sales	
11/13/2012	276007	3	146.30	0.00	3170.00	276007	
11/13/2012	276007	2	-25.00	0.00	3145.00	276007	
11/13/2012	276007	9	0.00	100.00	3045.00	276007	
12/28/2012	088548	9	0.00	130.00	2915.00		
01/29/2013	088826	9	0.00	140.00	2775.00		
03/02/2013	089156	9	0.00	130.00	2645.00		
04/27/2013	089626	9	0.00	130.00	2515.00		
06/07/2013	090529	9	0.00	130.00	2385.00		
07/30/2013	090914	9	0.00	130.00	2255.00		
09/06/2013	091268	9	0.00	130.00	2125.00		
09/25/2013	1699	10	0.00	1667.00	458.00		
09/25/2013	1699	2	-341.31	0.00	116.69		
09/25/2013	1699	3	-116.69	0.00	0.00		

3rd Contract

ROA 3

DATE : 04/17/2014
PAGE : 1

DIRECTIONS :

ACCOUNT # : K-5405A

HOME PHONE : (843) 359-9128 WORK PHONE :

Customer Name :

Co-Name :

BURNS , YVONNE
556 BROOMSTRAW ROAD
LANE, SC 29564
DOB: / /
SSN:
Employer:

DOB: / /
SSN:

CONTRACT#	CONTDTE	AMTFINCD	M PAY	CL	A&H	PROP	TOT INTST	S/J	TERM	DUE DATE
297530	09/25/2013	1783.69	130.00	0.00	0.00	0.00	341.31		17	10/15/2013

DATE	REF	CODE	CHARGE	CREDIT	BALANCE	DESCRIPTION	AMOUN
		PB			0.00	Previous Balance	
09/25/13	297530	2	341.31	0.00	341.31	119-58 LANE RECLINER B2343/5123/43	
09/25/13	297530	1	1667.00	0.00	2008.31	29436 RECLINING SOFA BY LANE	
09/25/13	297530	3	116.69	0.00	2125.00	12 X 23 OAK VYNAL RUG	
10/23/13	091672	9	0.00	130.00	1995.00	56" TV RCA R560476/H1050CG073 WAS	
01/15/14	069918	9	0.00	130.00	1865.00	CORNELIA RODGERS 6 MONTH WARR BY SHAW	
03/04/14	092504	9	0.00	130.00	1735.00	BROTHERS STARTING 5/18/12	
04/16/14	092902	9	0.00	130.00	1605.00		

TOWN OF LAUREL
UTILITY PAYMENT
Date: 05/05/2014
Time: 9:08:04 AM

CUSTOMER NAME & DESC. OF PAYMENT
MURRIE BEAUFORT
RD BOX 133

Acct. No. 74

Cash

Cash:	\$20.00
Check:	\$1.00
Charge:	\$1.00
Total Owed:	\$42.75
Total Paid:	\$20.00
Change Due:	\$1.00
Amt Applied:	\$20.00
Balance:	\$22.75

WATER	\$20.00
PENALTY	\$1.00

Operator: 1

Receipt#: 8

T H A N K Y O U !

PAYMENT RECEIPT

Allstate Insurance Company
Northbrook, Illinois

Agent Name : Beth Prosser
Agent Number : 237978
Agent Address : 411 ML KING JR DR
Kingstree, SC 29556

Receipt No. : 47523

Business Phone: 843-355-7444

Payment Date: 5 / 12 / 2014
Payment Time: 09 : 49 : 50

Amount Received: 165.05 CASH

Total Received : \$ 165.05

The above amounts were applied to the following policy(ies)

Policy/App Number	Eff. Date	Policy Type	Line	Amount Applied
000000968513036	11/02	AUTO-AFCIC	010	\$ 165.05

Customer Name/Address

YVONNE BURNS
556 BROOMSTRAW RD
LANE, SC 29564

Want more payment options? Visit my agency website or www.allstate.com
to find out how you can manage your account 24/7


Agent Signature

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

RECEIVED

OCT 21 2016

SC Court of Appeals

APPEAL FROM SOUTH CAROLINA WORKERS' COMPENSATION COMMISSION

WCC File No.: 1312352

Appellate Case No. 2016-000258

Tyrone York, as personal representative
for Timothy York (Deceased), Shirley York,
and Yvonne Burns, Plaintiffs,

Of Whom Yvonne Burns is the..... Appellant,

And

Shirley York is a..... Respondent,

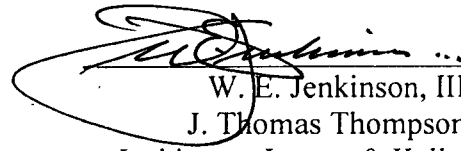
v.

Longlands Plantation a.k.a. Knollwood, Inc.,
and Companion Property and Casualty Group,.....Respondents.

CERTIFICATE OF COUNSEL

The undersigned certifies that the Record on Appeal contains all material proposed to be included by any of the parties and not any other material.

September 21, 2016


W. E. Jenkinson, III, Esquire
J. Thomas Thompson, Esquire
Jenkinson, Jarrett, & Kellahan, P.A.
Post Office Drawer 669
Kingstree, SC 29556
(843) 355-2000
Attorneys for Appellant