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IN THE STATE OF SOUTH CAROLINA
COURT OF APPEALS

FROM THE SOUTH CAROLINA COURT OF COMMON PLEAS

Honorable Renee Allyson Lee, Judge

RECEIVED

Appellate Case No.: 2016-000491
Civil Action No.: 2014-CP-40-07011

NOV 09 2016

SC Court of Appeals

Crystal Faye Clark Appellant

v.

Housing Authority of the City of Columbia Respondent

RECORD ON APPEAL

RECEIVED

NOV 22 2016

SC Court of Appeals

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Crystal Faye Clark*

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CERTIFICATE OF COUNSEL

I certify that this Record on Appeal contains no matter which is irrelevant to this appeal.

Respectfully submitted,



Johnny E. Watson,
Attorney for Crystal Faye Clark

November 9, 2016
Columbia, South Carolina

ORDERS

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

JUDGMENT IN A CIVIL CASE

CASE NUMBER: 2014-CP-40-07011

Crystal Faye Clark

Housing Authority of The City of Columbia

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: _____

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

DISPOSITION TYPE (CHECK ONE)

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

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

IT IS ORDERED AND ADJUDGED: ☒ See attached order (formal order to follow) ☐ Statement of Judgment by the Court:

ORDER INFORMATION

This order ☒ ends ☐ does not end the case.

Additional Information for the Clerk : _____

INFORMATION FOR THE PUBLIC INDEX

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

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled
		\$
		\$
		\$

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

Circuit Court Judge _____ Judge Code 2118 Date _____

For Clerk of Court Office Use Only

This judgment was entered on the _____ day of _____, 20____ and a copy mailed first class or placed in the appropriate attorney's box on this 27 day of Oct, 20 15 to attorneys of record or to parties (when appearing pro se) as follows:

Johnny E. Watson, Sr.

Kenneth A. Davis

Kristina Jones Catoe

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

Court Reporter _____

Clerk of Court

Francette W. McBride

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

Crystal Faye Clark,

Plaintiff,

vs.

Housing Authority of
The City of Columbia,

Defendant.

IN THE COURT OF COMMON PLEAS
FIFTH JUDICIAL CIRCUIT

CASE NO. 2014-CP-40-07011

ORDER

RECEIVED

MAR 25 2016

SC Court of Appeals

This matter came before the Court on October 13, 2015, for a hearing on Defendant Housing Authority of The City of Columbia's ("Housing Authority") Motion for Summary Judgment. Present at the hearing were Johnny E. Watson, Sr., Esquire, counsel for Plaintiff, and Kenneth A. Davis, Esquire, and Kristina Jones Catoe, Esquire, counsel for Defendants. After considering the law, the arguments of counsel, and all matters submitted, Defendant's Motion for Summary Judgment is **GRANTED**.

FACTUAL AND PROCEDURAL BACKGROUND

On November 6, 2014, Plaintiff Crystal Faye Clark ("Clark") filed the instant cause of action alleging that she suffered injuries by falling down a staircase that Housing Authority failed to properly maintain. Specifically, Clark maintains that she slipped on a damaged rubbery mat as she was descending a flight of stairs in an apartment complex she was renting from Housing Authority. On July 9, 2015, Housing Authority filed this Motion pursuant to Rule 56, SCRCP, arguing that there is no *genuine* issue of material fact, and thus, it is entitled to judgment as a matter of law. Specifically, Housing Authority argues that Clark failed to provide notice to Housing Authority that the staircase allegedly causing Clark to fall was damaged.

LEGAL STANDARD

Summary judgment is appropriate if "the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact." Rule 56(c), SCRCP. "Under Rule 56(c), SCRCP, the party seeking summary judgment has the initial burden of demonstrating the absence of a genuine issue of material fact." *Trivelas v. S.C. Dep't of Transp.*, 348 S.C. 125, 130, 558 S.E.2d

271, 273 (Ct. App. 2001). "In order to withstand a motion for summary judgment in cases applying the preponderance of the evidence burden of proof, the non-moving party is only required to submit a mere scintilla of evidence." *Turner v. Milliman*, 392 S.C. 116, 122, 708 S.E.2d 766, 769 (2011). In determining whether a triable issue of material fact exists, the Court must construe all facts and inferences in the light most favorable to the non-moving party. *Wogan v. Kunze*, 379 S.C. 581, 585, 666 S.E.2d 901, 903 (2008). "In ruling upon a motion for summary judgment, the court . . . may decide whether an issue of fact is genuine or feigned." 25 S.C. Jur. Rules of Civil Procedure Judgment § 56.2 (2015). A plaintiff seeking damages suffered because of a dangerous or defective condition on a defendant's property must demonstrate that the defendant had "actual or constructive knowledge of a dangerous condition and failed to remedy it." See *Nelson v. Piggly Wiggly Cent., Inc.*, 390 S.C. 382, 389, 701 S.E.2d 776, 780 (Ct. App. 2010).

DISCUSSION

Housing Authority contends that Clark failed to provide notice to it concerning the allegedly defective staircase. Housing Authority asserts that it maintains detailed maintenance logs and that there were no phone calls from Clark concerning the staircase, except one phone call concerning some unrelated loose steps that Housing Authority subsequently fixed and the phone call Clark made when she suffered her alleged injury. Clark contends that she made three or four maintenance calls concerning the allegedly defective staircase. When asked, however, to provide information concerning those phone calls, Clark was unable to provide any evidence of the time or date of the calls, or any evidence concerning with whom she may have spoken. "It is not sufficient that [a party] create an inference which is not reasonable or an issue of fact that is not genuine. The judge is not required to single out some one morsel of evidence and attach to it great significance when patently the evidence is introduced solely in a vain attempt to create an issue of fact that is not genuine." *Priest v. Brown*, 302 S.C. 405, 408-09, 396 S.E.2d 638, 639-40 (Ct. App. 1990). Moreover, unsupported assertions, including those made within depositions, will not suffice to create a genuine issue of material fact. See *Jackson v. Bermuda Sands, Inc.*, 383 S.C. 11, 18, 677 S.E.2d 612, 616 (Ct. App. 2009).

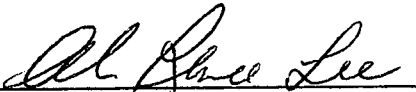
Clark's mere assertion that she contacted Housing Authority, and thus, provided notice concerning the staircase's alleged condition, is not sufficient to create a genuine issue of material

fact. *See Singleton v. Sherer*, 377 S.C. 185, 197, 659 S.E.2d 196, 203 (Ct. App. 2008) (a party may not rely upon mere allegations to defeat a motion for summary judgment).

ORDER

For the reasons stated above, it is therefore **ORDERED** that Defendant's Motion for Summary Judgment is **GRANTED**.

AND IT IS SO ORDERED.


ALISON RENEE LEE
Presiding Judge

Columbia, South Carolina
October 22, 2015

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

JUDGMENT IN A CIVIL CASE

CASE NUMBER: **2014CP4007011**

Crystal Faye Clark

Housing Authority Of The City Of Columbia

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: _____

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

DISPOSITION TYPE (CHECK ONE)

- ☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☐ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ☐ **ACTION DISMISSED (CHECK REASON):** ☐ Rule 12(b), SCRPC; ☐ Rule 41(a), SCRPC (Vol. No. Suit);
☐ Rule 43(k), SCRPC (Settled); ☐ Other _____
- ☐ **ACTION STRICKEN (CHECK REASON):** ☐ Rule 40(j), SCRPC; ☐ Bankruptcy;
☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other _____
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other _____

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

IT IS ORDERED AND ADJUDGED: ☒ See attached order (formal order to follow) ☐ Statement of Judgment by the Court:

ORDER INFORMATION

This order ☐ ends ☐ does not end the case.

Additional Information for the Clerk : _____

INFORMATION FOR THE PUBLIC INDEX

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

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled
		\$
		\$
		\$

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

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

Circuit Court Judge _____ Judge Code _____ Date _____

For Clerk of Court Office Use Only

This judgment was entered on the _____ day of _____, 20 _____ and a copy mailed first class or placed in the appropriate attorney's box on this 11 February 2016 to attorneys of record or to parties (when appearing pro se) as follows:

Johnny Elliot Watson Sr.

Kristina Jones Catoe

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

Court Reporter _____

Clerk of Court _____

Jeannette W. McBride

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

Crystal Faye Clark,

Plaintiff,

vs.

Housing Authority of
The City of Columbia,

Defendant.

IN THE COURT OF COMMON PLEAS
FIFTH JUDICIAL CIRCUIT

CASE NO. 2014-CP-40-0701

ORDER

JEANETTE W. McBRIDE
C.C.P. & G.S.

2016 FEB 11 PM 12:40

RICHLAND COUNTY
FILED

This matter comes before the Court on Plaintiff's Motion to Alter or Amend Judgment pursuant to Rule 59(e), SCRCPP. This matter came before the Court on October 13, 2015, at a hearing on Defendant Housing Authority of The City of Columbia's ("Housing Authority") Motion for Summary Judgment. On October 22, 2015, the Court granted Defendant's Motion. Plaintiff filed this Motion on November 6, 2015.¹

After careful consideration of the motion made, memoranda submitted, and the record in this case, this Court is unable to discover any material fact or principle of law that either has been overlooked or disregarded and further finds no error of law or facts not appropriately considered. Accordingly, this Court hereby **DENIES** Plaintiff's Motion to Alter or Amend Judgment. Pursuant to Rule 59(f), SCRCPP, the Court is of the opinion that oral argument is not necessary.

AND IT IS SO ORDERED.


ALISON RENEE LEE
Presiding Judge

Columbia, South Carolina
February 8, 2016

¹ The Court was not made aware of this filed Motion until February 5, 2016, when it received an email from defense counsel inquiring into the status of this Motion to Reconsider. Plaintiff failed to provide notice to the Court of this Motion as is required under Rule 59(g), SCRCPP.

PLEADINGS

COUNTY OF RICHLAND

CRYSTAL FAYE CLARK,

Plaintiff(s)

vs.

HOUSING AUTHORITY OF THE CITY OF COLUMBIA

Defendant(s)

IN THE COURT OF COMMON PLEAS

CIVIL ACTION COVERSHEET

2014CP400-7011

Submitted By: Johnny E. Watson, Esquire
 Address: P. O. Box 2305,
 Columbia, South Carolina 29202

SC Bar #: 5967
 Telephone #: 803-400-1600
 Fax #: 803-400-1200

Other:

E-mail: watsonlawfirm@sc.twcabc.com

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

DOCKETING INFORMATION (Check all that apply)

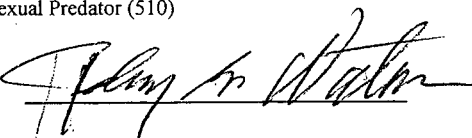
*If Action is Judgment/Settlement do not complete

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

NATURE OF ACTION (Check One Box Below)

Contracts ☐ Constructions (100) ☐ Debt Collection (110) ☐ Employment (120) ☐ General (130) ☐ Breach of Contract (140) ☐ Other (199)	Torts - Professional Malpractice ☐ Dental Malpractice (200) ☐ Legal Malpractice (210) ☐ Medical Malpractice (220) Previous Notice of Intent Case # 20-CP- ☐ Notice/ File Med Mal (230) ☐ Other (299)	Torts - Personal Injury ☐ Assault/Slander/Libel (300) ☐ Conversion (310) ☐ Motor Vehicle Accident (320) ☐ Premises Liability (330) ☐ Products Liability (340) ☒ Personal Injury (350) ☐ Wrongful Death (360) ☐ Other (399)	Real Property ☐ Claim & Delivery (400) ☐ Condemnation (410) ☐ Foreclosure (420) ☐ Mechanic's Lien (430) ☐ Partition (440) ☐ Possession (450) ☐ Building Code Violation (460) ☐ Other (499)
Inmate Petitions ☐ PCR (500) ☐ Mandamus (520) ☐ Habeas Corpus (530) ☐ Other (599)	Administrative Law/Relief ☐ Reinstatement Drv. License (800) ☐ Judicial Review (810) ☐ Relief (820) ☐ Permanent Injunction (830) ☐ Forfeiture-Petition (840) ☐ Forfeiture-Consent Order (850) ☐ Other (899)	Judgments/Settlements ☐ Death Settlement (700) ☐ Foreign Judgment (710) ☐ Magistrate's Judgment (720) ☐ Minor Settlement (730) ☐ Transcript Judgment (740) ☐ Lis Pendens (750) ☐ Transfer of Structured Settlement Payment Rights Application (760) ☐ Confession of Judgment (770) ☐ Petition for Workers Compensation Settlement Approval (780) ☐ Other (799)	Appeals ☐ Arbitration (900) ☐ Magistrate-Civil (910) ☒ Magistrate-Criminal (920) ☐ Municipal (930) ☐ Probate Court (940) ☐ SCDOT (950) ☐ Worker's Comp (960) ☐ Zoning Board (970) ☐ Public Service Comm. (990) ☐ Employment Security Comm (991) ☐ Other (999)
Special/Complex /Other ☐ Environmental (600) ☐ Automobile Arb. (610) ☐ Medical (620) ☐ Other (699)	☐ Pharmaceuticals (630) ☐ Unfair Trade Practices (640) ☐ Out-of State Depositions (650) ☐ Motion to Quash Subpoena in an Out-of-County Action (660) ☐ Sexual Predator (510)		

Submitting Party Signature:



Date: November 6, 2014

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

FOR MANDATED ADR COUNTIES ONLY

Aiken, Allendale, Anderson, Bamberg, Barnwell, Beaufort, Berkeley, Calhoun, Charleston, Cherokee, Clarendon, Colleton, Darlington, Dorchester, Florence, Georgetown, Greenville, Hampton, Horry, Jasper, Kershaw, Lee, Lexington, Marion, Oconee, Orangeburg, Pickens, Richland, Spartanburg, Sumter, Union, Williamsburg, and York

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

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

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

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

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

IN THE COURT OF COMMON PLEAS
OF THE FIFTH JUDICIAL CIRCUIT

CRYSTAL FAYE CLARK,

Petitioner,

v.

HOUSING AUTHORITY OF THE CITY
OF COLUMBIA

Defendant.

DOCKET #:

SUMMONS NEGLIGENCE
(Failure to Repair Stairway)

(JURY TRIAL DEMANDED)

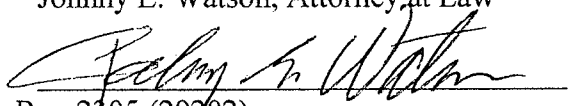
RICHLAND COUNTY
FILED
2014 NOV -6 PM 2:22
JENNIFER W. MOBRIDGE
C.C.P. & G.S.

TO THE DEFENDANT, ABOVE NAMED:

YOU ARE HEREBY SUMMOINED and required to answer the complaint in this action, a copy of which is hereby served upon you, and to serve your response to the said Complaint on the subscriber at his office located at 2715 Edgewood Avenue, City of Columbia, State of South Carolina, 29204 within thirty (30) days after the service hereof, exclusive of the date of such service, and if you fail to respond to the Complaint in the time aforesaid, the Plaintiff in this action will apply to the Court to hold you in default and request the relief demanded in the Complaint.

Respectfully submitted:

Johnny E. Watson, Attorney at Law

BY: 

P. O. Box 2305 (29202)
2715 Edgewood Avenue
Columbia, South Carolina 29204
Phone: (803) 400-1600
Fax: (803) 400-1200

Columbia, South Carolina

Dated: FEBRUARY 26, 2014

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF RICHLAND) OF THE FIFTH JUDICIAL CIRCUIT

CRYSTAL FAYE CLARK,) DOCKET #:

Plaintiff,

v.

HOUSING AUTHORITY OF THE CITY
OF COLUMBIA,

Defendant.

**COMPLAINT AND PETITION FOR
NEGLIGENCE**

(Failure to Repair Stairway)

(JURY TRIAL DEMANDED)

RICHLAND COUNTY
FILED
2014 NOV -6 PM 2:22
JEANETTE W. MCBRIDE
C.C. & G.S.

Plaintiff complaining of the Defendant herein, would respectively show unto this Court

JURSDICTION

1. That the Petitioner is a citizen and resident of the State of South Carolina, County of Richland and has been so resident of South Carolina for more than one year prior to the commencement of this action.

2. That the Plaintiff is informed and believes that the Defendant, the Housing Authority of the City of Columbia, is a state public agency in the state of South Carolina, County of Richland and owner of the property which caused the injury to the Plaintiff described herein.

**FOR A FIRST CAUSE OF ACTION
(NEGLIGENCE OF THE DEFENDANT)**

3. That on or about July 10, 2013, the Plaintiff, Crystal F. Clark, was going down the stairs near her apartment and slip on a rubbery damaged rug and fell abruptly down the stairways. .

4. Ms. Clark ways able to break some of the fall with the balcony, however her head hit the wall.

5. That the accident was caused by the negligent ^{Failure} of the agency to maintain a safe environment for the client.

6. That the negligence of the Defendant, Housing Authority of the City of Columbia, in maintenance property was the proximate cause of injuries and damages to the Plaintiff hereinafter described.

7. That the Plaintiff suffered personal injuries as a proximate result of the Defendants' negligence which caused her to seek medical treatment and incur costs for the treatment of her injuries.

8. That the Defendant failed to use ordinary care by various acts and omissions in the maintenance of property, including the following which singularly or in combination with other events, was the proximate cause of the Plaintiff's injuries and damages:

- a. In failing to maintain a safe environment for the client.
- b. In failing to keep up with the maintenance of the stairways
- c. In failing to keep his property safe and in operating condition, and
- d. In failing to show proper regard for the safety of the Plaintiff and other tenants.

9. That the Plaintiff did not contribute to causing the accident which resulted in her injuries.

FOR A SECOND CAUSE OF ACTION
(PUNITIVE DAMAGES)

12. The allegations of paragraphs of paragraphs 1 through 9 of the Complaint are re-alleged and reasserted as if set forth herein.

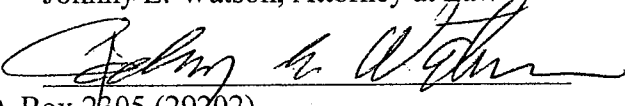
13. That as a result of the willful act or omission of the Defendant in failing to properly maintain and up keep property and the great danger such behavior causes to the public, the Defendant should be required to pay the Plaintiff punitive as well as actual damages as a result of their grossly negligent behavior.

WHEREFORE, having fully set forth the allegations, the Plaintiff prays that this court would inquire into the allegations and issue its order awarding the Plaintiff.

- A. General damages in an amount to be determined by a jury,
- B. Medical and incidental expenses according to proof of the same,
- C. Punitive damages for failure properly maintain ensure that the property was safe and secure,
- D. Damages for the Plaintiff's costs, including attorney's fees in this action and
- E. For such other relief that the Court may deem just and proper.

Respectfully submitted:

Johnny E. Watson, Attorney at Law

BY: 

P. O. Box 2305 (29202)

2715 Edgewood Avenue

Columbia, South Carolina 29204

Phone: (803) 400-1600

Fax: (803) 400-1200

Columbia, South Carolina

Dated: February 26, 2014

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

IN THE COURT OF COMMON PLEAS
OF THE FIFTH JUDICIAL CIRCUIT

CRYSTAL FAYE CLARK,

Petitioner,

vi.

HOUSING AUTHORITY OF CITY,
OF COLUMBIA

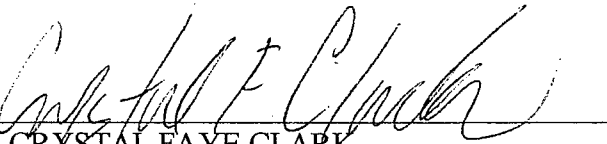
Respondent.

DOCKET #:

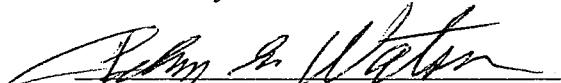
VERIFICATION

RICHLAND COUNTY
FILED
2014 NOV -6 PM 2:23
JEANNETTE W. MCBRIDE
C.C.P. & G.S.

PERSONALLY APPEARED BEFORE ME, CRYSTAL FAYE CLARK, who, being first duly sworn, deposes and says: that she is the foregoing Plaintiff, and that she has read the foregoing Complaint and knows that allegations contained therein to be true except as to those allegations which may be alleged upon information and belief, and as to those, she believes them to be true.


CRYSTAL FAYE CLARK

Sworn and subscribed before me
this 6th day of March 2014


Notary Public for South Carolina
My Commission Expires: 1-23-2016

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Crystal Faye Clark,

Plaintiff,

vs.

Housing Authority of The City of Columbia,

Defendant.

IN THE COURT OF COMMON PLEAS
OF THE FIFTH JUDICIAL CIRCUIT

C.A. No. 2014-CP-40-07011

**DEFENDANT'S ANSWER AND
AFFIRMATIVE DEFENSES**

Defendant, Housing Authority of The City of Columbia (hereinafter the "Defendant"), hereby responds to the Complaint of the Plaintiff in accordance with the numbered paragraphs thereof, as follows:

JURISDICTION

1. Defendant is without sufficient knowledge or information as to Plaintiff's residence and therefore, denies same.
2. Denied as stated. Defendant admits only that it is a public agency and that it leased an apartment to Plaintiff where the injury allegedly occurred.

**FOR A FIRST CAUSE OF ACTION
(NEGLIGENCE OF THE DEFENDANT)**

3. Defendant is without sufficient knowledge or information to form a belief as to the allegations of this paragraph, and therefore deny the same.
4. Defendant is without sufficient knowledge or information to form a belief as to the allegations of this paragraph, and therefore deny the same.
5. Denied
6. Denied
7. Denied

8. Denied
 - a. Denied
 - b. Denied
 - c. Denied
 - d. Denied

9. Denied

**FOR A SECOND CAUSE OF ACTION
(PUNITIVE DAMAGES)**

12. [sic] Defendants incorporate by reference herein the responses to paragraphs 1-9 of Plaintiff's Complaint.
13. [sic] Denied.

FIRST AFFIRMATIVE DEFENSE

The Plaintiff has failed to state facts sufficient to constitute a cause of action, and the Complaint, therefore, should be dismissed under Rule 12(b)(6) of the SCRCF.

SECOND AFFIRMATIVE DEFENSE

The Defendant did not commit any negligent act which was the proximate/legal cause of any damages allegedly sustained by the Plaintiff.

THIRD AFFIRMATIVE DEFENSE

If any injury sustained by the Plaintiff was the result of negligence of the Defendant, Plaintiff was comparatively negligent in instituting, engaging in, and continuing the conduct which results in her alleged injuries; said comparative negligence being the sole and proximate cause of the Plaintiff's alleged injuries.

FOURTH AFFIRMATIVE DEFENSE

If the Defendant is found liable, the Defendant affirmatively states that it is entitled to an apportionment of damages in relation to the degree of fault of all parties, persons, companies, or employees whether joined as co-defendants or not.

FIFTH AFFIRMATIVE DEFENSE

The Plaintiff's claims are barred by the doctrine of implied assumption of the risk.

SIXTH AFFIRMATIVE DEFENSE

In the alternative, while continuing to deny any and all liability, the Defendant asserts that the Plaintiff's alleged injuries may have been the result of the negligence of third parties for whose conduct the Defendant bears no responsibility. Therefore, the Plaintiff is barred from recovery against the Defendant.

SEVENTH AFFIRMATIVE DEFENSE

The Defendant asserts any and all defenses available to it under the provisions of the South Carolina Tort Claims Act, § 15-78-10 et seq.

EIGHTH AFFIRMATIVE DEFENSE

The Defendant is immune from liability under the South Carolina Tort Claims Act, S.C. Code Ann. § 15-78-60(15) because Plaintiff has failed to allege facts sufficient to show that the Defendant had actual or constructive knowledge of any alleged defect on the property, where the Plaintiff was allegedly injured.

NINTH AFFIRMATIVE DEFENSE

The Defendant is immune from liability under the South Carolina Tort Claims Act, S.C. Code Ann. § 15-78-60(20), which provides that any amount sought to be recovered in this action from the Defendant, is barred in whole or in part by the act or omission of a third party.

Δ NOT 3d party

→ General per RDA, A has maintenance Reproductive Org

Δ
The
Itself

TENTH AFFIRMATIVE DEFENSE

The Defendant is immune from liability under the South Carolina Tort Claims Act, S.C. Code Ann. § 15-78-60(25) because the Defendant exercised at least slight care in discharging its alleged duties to supervise, protect and control the Plaintiff, and the Defendant did not discharge these duties in a grossly negligent or reckless manner.

ELEVENTH AFFIRMATIVE DEFENSE

This actions is governed by the South Carolina Tort Claims Act, S.C. § 15-78-120(a)(1), which provides a limit on the amount of damages that can be recovered from the Defendant; therefore, the Defendant pleads these limitations as a cap on damages.

TWELFTH AFFIRMATIVE DEFENSE

As to Plaintiff's request for punitive damages, the award of such relief is barred by the South Carolina Tort Claims Act, S.C. Code Ann. § 15-78-120(b).

THIRTEENTH AFFIRMATIVE DEFENSE

The Defendant is immune from liability under the South Carolina Tort Claims Act. S.C. Code Ann. § 15-78-60(5), because the Defendant exercised its discretion or judgment with regard to providing precautions, preventative and safety measures, if necessary, and the Defendant did not exercise that discretion or judgment in a grossly negligent or reckless manner.

FOURTEENTH AFFIRMATIVE DEFENSE

The Defendant is not liable for injuries incurred by the Plaintiff on property that is within the dominion and control of Plaintiff.

FIFTEENTH AFFIRMATIVE DEFENSE

The Defendant reserves the right to amend its answer and to assert any additional affirmative defenses based upon either the law of South Carolina or facts and circumstances which may be disclosed throughout the course of discovery. Further, the Defendant reserves the

OK

OK

Safe environment
NOT
discretionary

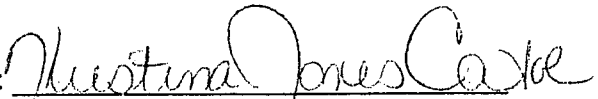
Discretion to
Reconsiderations

right to amend this Answer to assert any applicable cross and/or counterclaims and to implead any other applicable parties.

WHEREFORE, having answered the Complaint of the Plaintiff, the Defendant prays that judgment be entered in its favor against Plaintiff, dismissing the Complaint with prejudice and awarding the Defendant costs and any reasonable attorneys fees as permitted by law.

Respectfully submitted,

BOYKIN & DAVIS, LLC

By: 

Charles J. Boykin, Esq.

Kenneth A. Davis, Esq.

Kristina Jones Catoe, Esq.

Post Office Box 11844

Columbia, South Carolina 29211

Telephone: 803-254-0707

Facsimile: 803-254-5609

Attorneys for Housing Authority of The
City of Columbia

December 17, 2014
Columbia, South Carolina

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Crystal Faye Clark,

Plaintiff,

vs.

Housing Authority of The City of Columbia,

Defendant.

IN THE COURT OF COMMON PLEAS
OF THE FIFTH JUDICIAL CIRCUIT

C.A. No. 2014-CP-40-07011

CERTIFICATE OF SERVICE

The undersigned of Boykin & Davis, LLC, hereby certifies that she has served the following counsel of record with the foregoing **DEFENDANT'S ANSWER AND AFFIRMATIVE DEFENSES** in the above-captioned action by mailing a copy of same, postage prepaid and return address clearly indicated, to the following on this 17th day of December, 2014:

Johnny Elliot Watson, Sr., Esq.
P.O. Box 2305
Columbia, South Carolina 29202

Patricia M. Thompson

Patricia M. Thompson, Paralegal

Boykin & Davis, LLC

P.O. Box 11844

Columbia, South Carolina 29211

MOTIONS

STATE OF SOUTH CAROLINA)

COUNTY OF RICHLAND)

Crystal Faye Clark)

Plaintiff,)

vs.)

Housing Authority of The City of Columbia)

Defendant.)

IN THE COURT OF COMMON PLEAS
FIFTH JUDICIAL CIRCUIT

CASE NO.: 2014-CP- 40 -7011

MOTION AND ORDER INFORMATION
FORM AND COVERSHEET

RICHLAND COUNTY
FILED
2015 JUL -9
PM 4:28
JEANETTE W. MCBRIDE
Clerk

Plaintiff's Attorney:

Johnny E. Watson, Esq., Bar No. _____

Address:

P.O. Box 2305, Columbia, SC 29202

Phone: 803-400-1600 Fax 803-400-1200

E-mail: _____ Other: _____

Defendant's Attorney:

Kenneth A. Davis, Esq., Bar No. 66416

Address:

P.O. Box 11844, Columbia SC 29211

Phone: 803-254-0707 Fax 803-254-5609

E-mail: kdavis@boykinlawsc.com Other: _____

☒ MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III)

☐ FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III)

☐ PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)

SECTION I: Hearing Information

Nature of Motion: Notice of Motion and Motion for Summary Judgment

Estimated Time Needed: 30 mins

Court Reporter Needed: ☒ YES ☐ NO

SECTION II: Motion/Order Type

☒ Written motion attached

☐ Form Motion/Order

I hereby move for relief or action by the court as set forth in the attached proposed order.

Kevin
Signature of Attorney for ☐ Plaintiff ☒ Defendant

July 9, 2015

Date submitted

SECTION III: Motion Fee

☒ PAID - AMOUNT: \$ 25.00

☐ EXEMPT:

(check reason)

☐ Rule to Show Cause in Child or Spousal Support

☐ Domestic Abuse or Abuse and Neglect

☐ Indigent Status ☐ State Agency v. Indigent Party

☐ Sexually Violent Predator Act ☐ Post-Conviction Relief

☐ Motion for Stay in Bankruptcy

☐ Motion for Publication ☐ Motion for Execution (Rule 69, SCRCP)

☐ Proposed order submitted at request of the court; or,
reduced to writing from motion made in open court per judge's instructions

Name of Court Reporter: _____

☐ Other: _____

JUDGE'S SECTION

☐ Motion Fee to be paid upon filing of the attached order.

☐ Other: _____

JUDGE CODE _____

Date: _____

CLERK'S VERIFICATION

Collected by: _____ Date Filed: _____

☐ MOTION FEE COLLECTED: \$ _____

☐ CONTESTED - AMOUNT DUE: \$ _____

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Crystal Faye Clark,

Plaintiff;

vs.

Housing Authority of The City of Columbia,

Defendant.

IN THE COURT OF COMMON PLEAS
OF THE FIFTH JUDICIAL CIRCUIT

C.A. No. 2014-CP-40-07011

**DEFENDANT'S NOTICE OF MOTION
AND MOTION FOR SUMMARY
JUDGMENT**

RICHLAND COUNTY
FILED
2015 JUL -9 PM 11:28
CLERK OF COURT
JANETTE W. MCBRIDE
C.C.P. & G.S.

TO: JOHNNY E. WATSON, ESQUIRE, ATTORNEY FOR PLAINTIFF

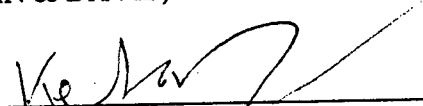
YOU WILL PLEASE TAKE NOTICE that Defendant, Housing Authority of The City of Columbia (hereinafter the "Defendant"), by and through its undersigned counsel, will move before the Court on the 10th day following service hereof, or at such other time and place as is convenient for the Court, for an Order granting dismissal of this matter pursuant to Rule 56 of the South Carolina Rules of Civil Procedure as there is no genuine issue of material fact, and the Defendant is entitled to judgment as a matter of law. The grounds for this motion are:

1. Plaintiff has failed to provide evidence that Defendant had actual or constructive knowledge of the damaged staircase where Plaintiff was allegedly injured, when the injury occurred inside an apartment occupied by Plaintiff and Plaintiff offered no evidence that she notified Defendant of the damage.
2. Plaintiff has provided no evidence that Defendant caused the damage to the staircase where Plaintiff was allegedly injured, when the injury occurred inside an apartment occupied by Plaintiff and Plaintiff offered no evidence that an act or omission of Defendant caused the damage.
3. Plaintiff assumed the risk of injury when she noticed damage to the staircase and knowingly used the staircase in her apartment.

Thus, as set forth in the supporting Memorandum of Law, to be filed at a later date and incorporated herein, the Defendant moves this Court for an Order dismissing this case pursuant to Rule 56 of the South Carolina Rules of Civil Procedure. This motion is based upon the pleadings, discovery material such as depositions, answers to interrogatories, admissions on file, and all applicable statutory authority and case law.

Respectfully submitted,

BOYKIN & DAVIS, LLC

By: 

Kenneth A. Davis, Esq.

Kristina Jones Catoe, Esq.

P.O. Box 11844

Columbia, SC 29211

Telephone: 803-254-0707

Facsimile: 803-254-5609

Attorneys for Housing Authority of The City of
Columbia

July 9, 2015

Columbia, South Carolina

STATE OF SOUTH CAROLINA)

COUNTY OF RICHLAND)

CRYSTAL FAYE CLARK,)

Plaintiff,)

vs.)

HOUSING AUTHORITY OF THE CITY OF)
COLUMBIA,)

Defendant.)

IN THE COURT OF COMMON PLEAS
5TH JUDICIAL CIRCUIT

CASE NO.: 2014-CP-40-07011

**MOTION AND ORDER INFORMATION
FORM AND COVERSHEET**

Plaintiff's Attorney: JOHNNY E. WATSON, Bar No. 5967 Address: P. O. BOX 2305 COLUMBIA, SOUTH CAROLINA 29202 Phone: 803-400-1600 Fax 803-400-1200 E-mail: _____ Other: _____		Defendant's Attorney: KENNETH A. DAVIS, Bar No. _____ Address: P. O. BOX 11844, COLUMBIA, SC 29211 Phone: 803-254-0707 Fax 803-254-5609 E-mail: _____ Other: _____	
☒ MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III) ☐ FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III) ☐ PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)			
SECTION I: Hearing Information			
Nature of Motion: MOTION TO RECONSIDER DISMISSAL OF PLAINTIFF'S CASE VIA SUMMARY JUDGMENT			
Estimated Time Needed: 15 MINS		Court Reporter Needed: ☒ YES / ☐ NO	
SECTION II: Motion/Order Type			
☒ Written motion attached ☒ Form Motion/Order I hereby move for relief or action by the court as set forth in the attached proposed order.			
 Signature of Attorney for ☐ Plaintiff / ☒ Defendant		NOVEMBER 28, 2012 Date submitted	
SECTION III: Motion Fee			
☒ PAID - AMOUNT: \$ 25.00 ☐ EXEMPT: (check reason) ☐ Rule to Show Cause in Child or Spousal Support ☐ Domestic Abuse or Abuse and Neglect ☐ Indigent Status ☐ State Agency v. Indigent Party ☐ Sexually Violent Predator Act ☐ Post-Conviction Relief ☐ Motion for Stay in Bankruptcy ☐ Motion for Publication ☐ Motion for Execution (Rule 69, SCRPC) ☐ Proposed order submitted at request of the court; or, reduced to writing from motion made in open court per judge's instructions Name of Court Reporter: _____ ☐ Other: _____			
JUDGE'S SECTION			
☐ Motion Fee to be paid upon filing of the attached order. ☐ Other: _____		JUDGE CODE _____ Date: _____	
CLERK'S VERIFICATION			
Collected by: _____ Date Filed: _____ ☐ MOTION FEE COLLECTED: \$ _____ ☐ CONTESTED - AMOUNT DUE: \$ _____			

SCCA 233 (11/2003)

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

) IN THE COURT OF COMMON PLEAS
) OF THE FIFTH JUDICIAL CIRCUIT
)

Crystal Faye Clark,

Plaintiff,

v.

Housing Authority of the City of Columbia,

Defendant.

DOCKET NO.: 2014-CP-40-07011

**NOTICE OF MOTION AND MOTION
RECONSIDER DISMISSAL OF
PLAINTIFF'S CASE VIA SUMMARY
JUDGMENT IN FAVOR OF
DEFENDANT**

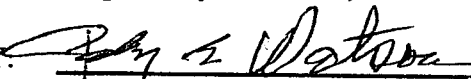
RICHLAND COUNTY
FILED
2015 NOV -6 PM 2:57
JANETTE W. MCBRIDE
CLERK, D.C.S.

TO: THE DEFENDANT, ABOVE-NAMED:

PLEASE TAKE NOTICE that the above-named Plaintiff, Crystal Faye Clark, by and through her attorney, undersigned, will move before the Honorable Judge Allison Lee, Judge of the Court of Common Pleas for the 5th Judicial Circuit, on the 10th day hereafter, or as soon as this matter may be heard, for an Reconsidering her dismissal of the Plaintiff's case based on the statutory and common laws of this state, the Rules of Court procedure and the following facts:

There is a genuine issue of fact as to whether the Plaintiff the Plaintiff notified the Defendant of problems involving her staircase and that is a question for the jury to resolve.

Respectfully submitted,

BY: 
Johnny E. Watson, Sr.

Attorney at Law, SCB# 5967
P. O. Box 2305 (29202)
2715 Edgewood Avenue
Columbia, South Carolina 29204
(803) 400-1600 Phone
(803) 400-1200 Fax
watsonlawfirm@sc.twcabc.com

Columbia, South Carolina
Dated: November 6, 2015

TRANSCRIPTS

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

COURT OF COMMON PLEAS
FIFTH JUDICIAL CIRCUIT

CRYSTAL FAYE CLARK,
Plaintiff,

vs.

Case No.: 2014-CP-40-07011

HOUSING AUTHORITY OF THE CITY OF COLUMBIA,
Defendant.

D E P O S I T I O N

WITNESS: CRYSTAL FAYE CLARK

DATE: Wednesday, April 29, 2015

TIME: 10:01 a.m.

LOCATION: Boykin & Davis
220 Stoneridge Drive
Columbia, South Carolina

TAKEN BY: Attorneys for the Defendant

REPORTED BY: NISHA GORDON
Court Reporter

COMPUSCRIPTS, INC.
Client Focused. Deadline Driven.

CHARLESTON COLUMBIA HILTON HEAD GREENVILLE MYRTLE BEACH

1-888-988-0086
www.southcarolinacourtreporters.com

1 APPEARANCES:

2 ATTORNEYS FOR THE PLAINTIFF
3 CRYSTAL FAYE CLARK:

4 WATSON LAW FIRM
5 BY: JOHNNY E. WATSON, SR., ESQUIRE
6 2715 Edgewood Avenue
7 Columbia, South Carolina 29204
8 (803) 400-1600
9 watsonlawfirm@sc.twcbc.com

10 ATTORNEYS FOR THE DEFENDANT
11 HOUSING AUTHORITY OF THE CITY OF COLUMBIA:

12 BOYKIN & DAVIS, LLC
13 BY: KENNETH A. DAVIS, ESQUIRE
14 220 Stoneridge Drive
15 Suite 100
16 Columbia, South Carolina 29210
17 (803) 254-0707
18 kdavis@boykinlaw.com

19 ALSO PRESENT:

20 KRISTINA J. CATOE

21
22
23
24
25
(INDEX AT REAR OF TRANSCRIPT)

1 (The deponent waives the right to read and
2 sign the deposition transcript.)

3 CRYSTAL FAYE CLARK, being first duly
4 sworn, testified as follows:

5 EXAMINATION

6 BY MR. DAVIS:

7 Q. Good morning.

8 A. Good morning.

9 Q. My name is Kenneth Davis, and I'm joined by
10 Kristina Jones Catoe from our office of Boykin & Davis,
11 and we represent the City of Columbia Housing Authority
12 in this lawsuit that you've filed.

13 A. Uh-huh.

14 Q. And our purpose here today is to take your
15 deposition, which is basically to ask you some questions
16 about facts of the case. I'm not trying to trick you or
17 beat on you or anything. I'm just really trying to --

18 A. That's fine.

19 Q. It's what we call a fact-finding mission --

20 A. Okay.

21 Q. -- just so we can have a better
22 understanding of what happened so that we can hopefully
23 get a resolution to the case at some point based upon
24 the facts as they exist.

25 A. Uh-huh.

1 Q. If you don't understand a question that I
2 ask, please ask me to repeat it, and I will do it.

3 We have a court reporter, Ms. Nisha Gordon,
4 who is transcribing what you say, which means that she's
5 making a written record --

6 A. Okay.

7 Q. -- for future use by the parties in the
8 case. So she will need for your responses to be
9 audible, such as words, yes or no, as opposed to nodding
10 or shaking.

11 Do you understand?

12 A. Okay. Okay.

13 Q. Okay. Thank you.

14 Now you're under oath, and once the
15 deposition commences, then you're not allowed to speak
16 with anyone else regarding the testimony you've given
17 today, including your attorney, which means that should
18 we take a break, then we would ask that you not have any
19 discussions about your testimony. If you do have such
20 discussions, then we're allowed to ask you here in open
21 sessions, and I'm sure you don't want to get into doing
22 that.

23 Now, if you need to take a break, just let
24 me know, and we will accommodate that. We just ask that
25 if we have started a question, please answer the

1 question we ask and then you can take the break. Is
2 that understood?

3 A. Understood.

4 Q. Okay. Any questions for me at this time?

5 A. (Shaking head.)

6 Q. All right. Have you consumed any
7 medication or other drugs within the last eight hours
8 which would interfere or impair your ability to testify
9 truthfully and honestly here today?

10 A. No.

11 Q. Any consumption of alcoholic beverages
12 within the --

13 A. No.

14 Q. -- prior eight hours?

15 A. No.

16 Q. Okay. Any other reasons why you can't
17 testify truthfully and honestly here today?

18 A. No.

19 Q. Okay. Please state your name and address
20 for the record.

21 A. Crystal Faye Clark, 4057 Charleston
22 Highway, West Columbia-Lexington.

23 Q. Okay.

24 A. 29179.

25 Q. Okay. And how long have you been at that

1 address?

2 A. Well over two years. About two and a half
3 years.

4 Q. Okay. And where did you preside
5 previously?

6 A. Allen-Benedict Court, Apartment L-1.

7 Q. Okay. And how long were you there?

8 A. Approximately about maybe three years. Two
9 years. I'm sorry.

10 Q. Okay. And where were you prior to that?

11 A. In the same apartment complex, H-12.

12 Q. H-12, how long were you there?

13 A. Maybe nine years.

14 Q. Okay. And what's your current marital
15 status?

16 A. Single.

17 Q. Ever been married?

18 A. Never.

19 Q. Okay. Do you have children?

20 A. Two boys.

21 Q. How old are they?

22 A. Thirty-one and twenty-five.

23 Q. What are their names?

24 A. Lionel Clark and Troy Clark.

25 Q. Lionel Clark is 31?

1 A. Uh-huh.

2 Q. And Troy Clark is 25?

3 A. Uh-huh.

4 Q. Okay. Do they currently reside with you?

5 A. No.

6 Q. Have they ever resided with you as adults?

7 A. Not in Allen-Benedict Court. They visit,

8 but not in Allen-Benedict Court. But they visit me

9 often because I'm their mom.

10 Q. Okay. Any no daughters?

11 A. My goddaughter.

12 Q. Your goddaughter, what's her name?

13 A. Swinedan Evans.

14 Q. Whom?

15 A. Swinedan Evans.

16 Q. Could you spell that for us?

17 A. S-w-i-n-e-d-a-n. I think with an "s." I'm

18 not sure.

19 Q. Okay. Has she ever lived with you --

20 A. No.

21 Q. -- as an adult?

22 A. No, just visits.

23 Q. Okay. Does anyone live with you currently?

24 A. No. I stay at my own apartment.

25 Q. Okay. When you were in L-1, did anyone

1 live with you?

2 A. No, no. My sons, they may use my address
3 for their IDs and stuff, but they never lived there.

4 Q. But they used your address?

5 A. Yeah. When they go to the highway
6 department for an ID or something like that.

7 Q. Okay. Why would they do that?

8 A. Well, one of my son's had just came from
9 prison.

10 Q. Okay.

11 A. And he just asked me could he use the
12 address.

13 Any my other son -- I don't know why they
14 use my address. I guess they just want to use my
15 address.

16 Q. And that was L-1?

17 A. Yeah. They've used my -- they always use
18 my address.

19 Q. H-12 also?

20 A. I think they've got all their stuff.

21 Huh?

22 Q. So they've used H-12, L-1, and your current
23 address in West Columbia?

24 A. Yeah. No, not in West Columbia.

25 Q. Okay.

1 A. No. No.

2 Q. Okay. What's your date of birth?

3 A. 3/10/66.

4 Q. And where were you born?

5 A. Columbia. Old Columbia Hospital. Richland
6 Memorial. I mean, at the Old Columbia Hospital on
7 Harden Street.

8 Q. And have you lived anywhere else besides
9 Columbia?

10 A. Uh-uh.

11 Q. Okay. Now, what are some of the last names
12 of relatives that you have in Richland County?

13 A. Palmers.

14 Q. Palmers.

15 A. Clarks.

16 Q. Clarks.

17 A. Davises.

18 Q. Davises.

19 A. Goodwin.

20 Q. Goodwin.

21 A. And -- let's see. Palmer, Clark, Davis,
22 Goodwin. Graham.

23 Q. Graham.

24 A. That I know of.

25 Q. Okay. All right.

1 Have you ever been convicted of a crime
2 other than a minor traffic violation?

3 A. Yeah.

4 Q. What are your convictions?

5 A. Trafficking and cocaine.

6 Q. Cocaine?

7 A. Uh-huh. I didn't do no time for it.

8 Q. Cocaine one time?

9 A. Just that one time I -- maybe once. Yeah,
10 once.

11 Q. Was it possession or trafficking?
12 Possession with intent?

13 A. They said trafficking. They didn't get
14 nothing out of my house. Trafficking. I guess that's
15 what they call it.

16 Q. Okay. And how long ago was this?

17 A. A stupid indictment or something like that.

18 That was -- oh, Lord, about -- I'm not
19 sure, but I know it was over 18 years ago.

20 Q. Okay. So you had a trafficking conviction
21 18 years ago.

22 A. About maybe 18 years ago, around that. I'm
23 not sure.

24 Q. Federal or state?

25 A. Around that time.

1 Q. Was it federal or state?

2 A. State.

3 Q. Okay. And you said you did not serve time?

4 A. No. Probation.

5 Q. Okay. Probation.

6 Did you get any time served for time spent
7 in the local jail?

8 A. I went to jail that day, and I was out in a
9 couple of days.

10 Q. Okay. And you didn't --

11 A. Never did time --

12 Q. Okay. All right.

13 A. -- for nothing like that.

14 Q. So you had one conviction. How many
15 arrests have you had?

16 A. Well, I had two arrests, but both the same
17 thing, probation.

18 Q. So you've had two convictions.

19 A. Yeah.

20 Q. Both for trafficking?

21 A. No. The other one was for -- I don't know.

22 I get them mixed up. Between the trafficking and -- I
23 know one was trafficking and one was, I guess, a secret
24 indictment, when someone goes tell on you or something.

25 And they charged me with something saying that I sold

1 somebody something.

2 Q. Conspiracy to distribute --

3 A. Yeah. Yeah.

4 Q. -- crack cocaine or marijuana or --

5 A. Yeah, so to speak.

6 Q. So you have two. You pled guilty to those?

7 Both of those?

8 A. Yeah. Yeah.

9 Q. So one for trafficking and cocaine and one
10 for conspiracy.

11 A. I can't remember all my charges. It's been
12 so long ago.

13 Q. So you have at least two.

14 A. That I know of. I can't remember all of
15 them.

16 Q. So you could have more arrests than just
17 the two? It's possible --

18 A. Not for that same particular thing.

19 Q. No, but overall. How many times have you
20 been arrested in your adult life?

21 A. For minor things, traffic tickets, maybe
22 five or six.

23 Q. Not counting traffic tickets. Just for the
24 things where handcuffs were put on you and you were
25 taken to jail.

1 A. I was taken to jail for no driver's
2 license, with traffic tickets.

3 Q. Okay. Well, driving without a license.

4 A. Oh, well, yeah, or a suspended license.

5 Q. Okay. Driving under suspension.

6 A. Right. Right.

7 Q. Okay. Anything else?

8 A. I can't think. Let me see.

9 I don't remember how long ago, but I know I
10 was arrested because the police came and arrested one of
11 my sons at my apartment. Him and his brother was in a
12 fight or whatever, and I called the police, and they got
13 arrested. And a lot of stuff went on in my apartment I
14 don't want to discuss.

15 Q. Well, I'm --

16 A. And I went to jail because I interfered
17 because of -- well, how they was handling my son.

18 Q. Obstruction of justice?

19 A. The way they was handling my son.

20 Q. What was the charge? Obstruction of
21 justice or disorderly conduct?

22 A. They were -- I called because they were
23 fighting, and I ended up going to jail because I got
24 involved with it.

25 Q. You were interfering with them doing

1 their --

2 A. Yeah, because they was rough with my son,
3 the way they'd done him. I don't want to explain all
4 that, but yeah.

5 Q. Well --

6 A. I went because it obstructed --
7 interfering.

8 Q. Okay. Interfering.

9 A. With police -- whatever you call that.

10 Q. Okay. So it's cocaine trafficking and
11 conspiracy?

12 A. Yeah, I don't know nothing else.

13 Q. A driving under suspension, interfering
14 with police officers to perform certain duties or
15 obstruction of justice, something like that?

16 A. Yeah, something like that.

17 Q. Disorderly conduct?

18 A. No, I didn't do none of that. That
19 particular day, no.

20 If I do have it, I can't remember.

21 Q. Okay.

22 A. I can't remember all the way back. I've
23 been to jail for things I don't even remember.

24 Q. Okay.

25 A. I can't remember everything with that.

1 That's the answer I'm going to give you. I can't
2 remember everything, but there's probably something else
3 on there. I don't know.

4 Q. Have you ever sued anyone before? Before
5 this lawsuit, have you --

6 A. No. I've never sued anybody for anything.

7 Q. Anybody ever sue you?

8 A. When my son got hit when he was a child by
9 an 18-wheeler. That was it. I've never sued anybody
10 for anything else.

11 Q. Okay.

12 A. I've never had a -- never sued for nothing
13 concerning myself.

14 Q. Okay. Have you ever had a workers' comp?

15 A. Nope.

16 Q. Disability claim?

17 A. I did when I was having some kind of
18 memory -- I would have a memory lapse. You know, I was
19 in detox, and I was having some memory lapse where I
20 couldn't remember stuff, and family had to come and help
21 me out a lot. So...

22 Q. Okay.

23 A. And during that time, I was going through a
24 lot.

25 Q. So did --

1 A. With my mind track.

2 Q. Were you awarded disability or not?

3 A. No, I wasn't.

4 Q. Okay. You were denied?

5 A. I got better.

6 Q. Okay. You got better.

7 A. I got better.

8 Q. Well, that's good to hear.

9 Okay. Now, do you own a car?

10 A. Do I own a car now?

11 Q. Yes.

12 A. No, I don't, but I have owned cars.

13 Q. Okay. When is the last time you owned a

14 car?

15 A. Oh, I haven't owned a car in maybe a little

16 over seven years. I can't remember exactly. I can't

17 give you an exact date.

18 Q. Okay. How do you get --

19 A. Let me be honest with you. I've had cars,

20 but it's been -- it was a long time ago.

21 Q. What's your current means of

22 transportation?

23 A. My friends.

24 Q. Okay.

25 A. The ones that was in here.

1 Q. Okay. What's their names?

2 A. And family members.

3 Matthew Dawson.

4 Q. Matthew Dawson is your transportation?

5 A. Uh-huh. Well, I've got family members.

6 I've got nieces and everybody, family members --

7 Q. Okay.

8 A. -- that will take me around.

9 Q. And are you involved in any kind of clubs
10 or organizations in Richland County?

11 A. I don't go to clubs.

12 Q. Well, I'm saying --

13 A. Uh-uh.

14 Q. Not like nightclubs. Clubs, like community
15 organizations.

16 A. Just in my church. I mean, I'm in the
17 church, and I help with the kids sometimes at the
18 church.

19 Q. What church?

20 A. St. Luke Baptist over there on Fairfield
21 Road. I mean, North Main. I keep saying Fairfield
22 Road, but just right over there off of Fairfield.

23 Q. St. Luke Baptist Church at North Main and
24 Farrow?

25 A. Uh-huh.

1 Q. Is it North Main and Farrow?

2 A. Yeah. I go to two churches, actually.

3 Q. Fairfield? What's the other one?

4 A. It's Lexington Baptist over there.

5 Q. Okay.

6 A. I just started going to that one.

7 Q. Okay.

8 A. I'm currently working in the clothing room.

9 Q. You work where?

10 A. I don't work. I don't get paid for it. I

11 just --

12 Q. You volunteer at the church?

13 A. I volunteer to help out.

14 Q. Okay.

15 A. In the clothes section.

16 Q. Okay. Now, starting with high school, can

17 you tell me your educational background?

18 A. I stopped in the ninth and I went for my

19 GED.

20 Q. Okay. What school did you attend?

21 A. Watkins-Nance. For my GED?

22 Q. Yes.

23 A. Watkins-Nance off of Two Notch.

24 Q. Okay. And you completed it?

25 A. No, but I'm going back.

1 Q. Okay. And what high school did you attend
2 until ninth grade?

3 A. A.C. Flora.

4 Q. A.C. Flora.

5 Okay. And you attempted the GED. What --

6 A. I attempted it, but I -- like I said, I
7 didn't finish it up.

8 Q. Okay. Any other schooling at all? Trade
9 school or anything?

10 A. My nursing school.

11 Q. Nursing school.

12 A. And back then you didn't have to have a
13 GED. It was so long ago.

14 Q. Okay. And where was that? What nursing
15 school was that?

16 A. Rutledge Junior College, and it's
17 non-existent now. It used to be back years ago, and
18 it's up off of Harden Street.

19 Q. Is that South University now?

20 A. I'm not sure --

21 Q. Okay.

22 A. -- but maybe they changed the name.

23 Q. Okay. It was Rutledge Junior College?

24 A. Uh-huh.

25 Q. And you completed it?

1 A. Yeah.

2 Q. So you've got a certificate?

3 A. Yeah. I'm State Board certified.

4 Q. As a --

5 A. A nursing assistant.

6 Q. A nursing assistant.

7 A. Uh-huh.

8 Q. A CNA?

9 A. Uh-huh.

10 Q. Certified nurse's assistant?

11 A. Uh-huh.

12 Q. Okay. And you still maintain that

13 certification?

14 A. No. I don't do that no more. Currently

15 I'll go when somebody calls me. I'll go sit with

16 somebody or something like that.

17 Q. But you haven't --

18 A. I'm not on the job doing it like that.

19 Q. But you have an active certificate?

20 A. But I have other patients that I still can

21 go out and do. Sometimes their family members will call

22 me to come.

23 Q. But you're eligible to do the work?

24 A. Am I able to do it now?

25 Q. I mean, have you been suspended? Have you

1 had your certificate --

2 A. No. My license ain't been suspended.

3 Q. Oh, okay.

4 A. It's still State Board certified. I've got
5 to go back and take the test over.

6 Q. Okay. All right.

7 But you've never been suspended or
8 disciplined for anything like that?

9 A. No. No patient abuse, nothing. None of
10 that stuff like that. I've always been a pretty good
11 CNA for quite a long time.

12 Q. Do you currently work?

13 A. Right now, no, I'm not working. And I
14 really ain't able to work right now because knees keep
15 swelling up on me.

16 Q. Okay. When was your last employment?

17 A. It's been almost two years now.

18 Q. And where did you work then?

19 A. Landscaping with him (indicating).

20 Q. With whom?

21 A. With Mr. Matthew. He's got his own
22 landscaping --

23 Q. Matthew Dawson?

24 A. Uh-huh.

25 Q. Okay. And how long did you do that?

1 A. Oh, I've been with him almost ten years.
2 I've been doing it about -- quite a while.

3 Q. Okay.

4 A. I mean, partially with him.

5 Q. Okay.

6 A. But I do about -- sometimes eight hours a
7 day with him, two yards a day. But he gives me light
8 stuff to do.

9 Q. Okay. So aside from landscaping with
10 Mr. Dawson, anything else in the past ten years?

11 A. No. That was my only income, when I was
12 working with him.

13 Q. Okay. And are you currently under care of
14 a medical doctor?

15 A. Not right now.

16 Q. Okay. Let me see.

17 You said your knees. Can you give me some
18 information about that. When did your knees start
19 hurting?

20 A. Ever since I fell and I got -- where I've
21 been to the hospital, where it was swelling, fluid and
22 stuff. And it's just this one leg over here that's
23 really -- it keeps going up and down. If I walk a
24 certain distance, it'll swell up real bad, and I have
25 to -- the doctor will have me to elevate it and stuff.

1 Q. Okay. When did you fall?

2 A. 2013, July the 10th.

3 Q. And where did you fall?

4 A. In apartment L-1, falling from down my
5 steps.

6 Q. Down your steps.

7 Okay. And how did that happen?

8 A. Well, that morning I was getting ready. I
9 had been grocery shopping already. I didn't fall when I
10 left out that morning.

11 And I had went to BI-LO on Beltline. He
12 took me to get my groceries. He always takes me around
13 the 6th or the 7th.

14 Q. Who?

15 A. Matthew Dawson.

16 Q. Matthew Dawson.

17 Okay. And so Matthew Dawson was with you
18 when you fell?

19 A. He was outside.

20 Q. He was outside.

21 A. Uh-huh.

22 Q. Was anybody else inside this apartment when
23 you fell?

24 A. He had left already. He had dropped me off
25 from getting groceries.

1 Q. Okay. Was anybody else inside the
2 apartment when you fell?

3 A. No.

4 Q. And you fell on the steps. So how did you
5 fall over? What was the fall like? Can you describe
6 it?

7 A. If I can describe it, it was terrible. The
8 way that I had fallen, there was a mat that slid. When
9 I went down, I was holding the balcony. I always hold
10 the balcony when I go down.

11 Q. The railing?

12 A. But -- the railing. The railing is to my
13 right --

14 Q. Okay.

15 A. -- going down. There's not a railing to
16 the left coming up.

17 Q. Okay.

18 A. So I don't really hold it to -- coming up.

19 Q. So you fell going up, or you fell going
20 down?

21 A. I fell going down.

22 Q. Okay. And you were holding the railing?

23 A. It's like the floor mat just went down with
24 me.

25 Q. Okay.

1 A. It's just, you know, like you're going down
2 and the floor mat just tripped me up, I guess. It
3 wasn't stable to the rug. It's individual mats.

4 Q. Okay.

5 A. And then it wasn't stable. They're always
6 coming up. I'm always doing work reports, getting them
7 fixed. They're always coming and fixing them.

8 Q. So you did work orders on them?

9 A. From H-12 to L-1 I've had to call on my
10 steps.

11 Q. On that particular --

12 A. And I've always reported when one came
13 loose. But that morning, I thought they had fixed it
14 already. They had come out and fixed the steps.

15 Q. That particular step, or it was a different
16 step?

17 A. When they come out to fix the steps,
18 they'll ask me, "Is any of the steps loose?"

19 I don't get down there and check the steps
20 to see if they're loose.

21 Q. But you couldn't tell? I mean, you're
22 reporting a step being loose --

23 A. I couldn't tell because of the way -- the
24 steps are made with black rubber.

25 Q. So --

1 A. I can't tell you if it's stable down there
2 or not.

3 Q. No. What I'm asking you is, you said you
4 reported a stair --

5 A. I reported steps, before I fell, to be
6 repaired.

7 Q. And which steps were there? Was it --

8 A. I can't remember whether it was step one,
9 two, three, or four.

10 Q. You don't remember?

11 A. No.

12 Q. Okay.

13 A. I don't remember, because they're always
14 coming up. The mats are always coming loose. I don't
15 know what they're using, but they're always coming up.

16 Q. So how many reports would you say you've
17 made about steps at your time in L-1?

18 A. In that apartment?

19 Q. Yes.

20 A. Or the other apartment? Just the one I
21 fell in?

22 Q. In L-1.

23 A. In both of them?

24 Q. No, in just L-1 for now.

25 A. Oh, I'll say they came out at least three

1 times, three or four times.

2 Q. Three or four times you've made reports on
3 loose --

4 A. On my steps.

5 Q. On the steps.

6 A. Since I've been living out there with
7 steps.

8 Q. And how did you make the reports?

9 A. We're supposed to call in and do a work
10 order.

11 Q. And you have a call in and a work order on
12 each of those four times?

13 A. You have to call the housing maintenance
14 across the street where the main office is. They have a
15 maintenance -- where their maintenance men get their
16 work orders, and that's how they come out to the
17 apartment. We have to call in as tenants and make them
18 do a work report.

19 Q. And you said you did that three or four
20 times for L-1 alone?

21 A. Yeah.

22 Q. And you said you were there two years or
23 two and a half years or --

24 A. It might have been two. I'm not sure. I
25 can't say exactly two. I'm going to be honest with you.

1 I think it's around two.

2 Q. Okay.

3 A. I'm not -- around, about.

4 Q. Okay. So three or four times you made
5 calls?

6 A. Yeah. Probably more than that. I just
7 can't remember.

8 Q. Okay. All right.

9 A. If anything goes wrong, I'm always
10 making -- doing reports.

11 Q. Do you remember who you might have talked
12 to when you called?

13 A. I know there'd normally be a man or lady
14 that answers. We can't -- we don't really know who it
15 is that's answering the phone over there.

16 Q. Okay.

17 A. They tell us to do work orders, and I don't
18 know who's over there.

19 Q. Okay.

20 A. But they should have records of it, how
21 many times I've had repairs in the apartment.

22 Q. Okay. So this incident in July of 2013,
23 what time of the day was it?

24 A. Really, to be honest, it's been two years
25 ago when I fell.

1 Q. You don't remember what time of day it was?

2 A. I don't know if it was noon or -- I don't
3 know. I can't remember. I know it was sometime up
4 early in the noon, going into the noon.

5 Q. Okay. What type of shoes were you wearing?

6 A. Tennis shoes, like I always wear.

7 Q. Okay. Was it rubber-soled sneakers?

8 A. Uh-huh.

9 Q. Okay. Did you have anything in your hands
10 at the time you fell?

11 A. I had put my telephone in my back pocket.

12 Q. Okay.

13 A. And I had my wallet in this hand right
14 here, and I had the railing with this hand, going down
15 (indicating). A little wallet that I carry. I was
16 going back -- actually, I was going back out after he
17 had dropped me off from the grocery store.

18 Q. Okay.

19 A. I was going back out to go get some canned
20 goods with the rest of the money I had on my card.

21 Q. Okay.

22 A. To the Dollar General, which is maybe a
23 couple of blocks from my house.

24 Q. Okay. And the only person in the apartment
25 was you at the time?

1 A. Yes, sir.

2 Q. But no one saw you fall?

3 A. No.

4 Q. Okay. And after you go -- so you said you
5 were going down the steps?

6 A. I was going down the steps, and the next
7 thing I know, I was going down. And all I could -- just
8 something tripped me up, and I went down, and the mat
9 was on my back. The mat was on top of me, almost on top
10 of me. The mat went down with me.

11 Q. Okay. And the mat went down with you.

12 It came off? It came loose?

13 A. Completely off.

14 Q. The mat came completely off?

15 A. Completely off.

16 Q. Okay.

17 A. And they often come completely off.

18 Q. The mat came completely off?

19 A. Because they don't put them down right.

20 Q. And when it came completely off, where did
21 it land?

22 A. It landed like from -- like I was in the
23 corner like bent up with my head on the door, my wallet
24 over there, and then my leg almost behind me. Just...

25 Q. So you were on the floor?

1 A. I rolled all the way down.

2 Q. You rolled all the way down?

3 A. I couldn't stand up.

4 Q. You rolled down?

5 A. The mat threw me. I rolled all the way --
6 I had slipped. I slipped. I slipped and went all the
7 way down.

8 I was at the bottom of my steps when the
9 ambulance got there.

10 Q. Okay. Tell me about it.

11 A. I had been down there for a minute, but my
12 window was up and somebody heard me.

13 Q. Okay. So you slipped. I mean, so I'm
14 trying to describe it. You went airborne? You said
15 you --

16 A. I went down. When I tripped over that mat,
17 I went down.

18 Q. I mean, did your bottom hit the next step,
19 or did your leg hit --

20 A. I could feel my back. I hit my head. I
21 ended up down there, and I was in what you call a fetal
22 position. I don't know if it was a fetal position I was
23 in, but I was in a position that I -- I was just in a
24 position.

25 Q. Okay. And where was wallet? What happened

4 until I got my phone out of my back pocket.

5 Q. Yes.

6 A. Oh, I'm sorry. I get emotional when I talk
7 about it, but...

8 Q. Were you --

9 A. It took me a while.

10 Q. What happened to your phone?

11 A. I dialed 911.

12 Q. Was your phone cracked?

13 A. It was in my back pocket.

14 Q. It was in your back pocket?

15 A. It was still in my back pocket.

16 Q. So you went bouncing down the stairs with
17 your phone in your back pocket, and your phone wasn't
18 broken?

19 A. My wallet was in this hand, and my phone
20 was in my back pocket.

21 Q. Right.

22 A. I had jeans on.

23 Q. Right.

24 But I just want to be clear. You said you
25 violently bounced down the steps?

1. to your phone?

2. A. My wallet was out there, and I struggled

3. for about 15 or 20 minutes down there on that floor

1 A. I was hurting so bad. Like I said, I
2 struggled to get my phone.

3 Q. And your phone was in your back pocket?

4 A. My back pocket.

5 Q. And your phone was intact?

6 A. Yeah.

7 Q. It wasn't broken?

8 A. Nope.

9 Q. Nothing happened to your phone?

10 A. Nope.

11 Q. Okay.

12 A. It was in my back pocket. I more went this
13 way. I damaged more this way than back there
14 (indicating).

15 But I hit my back a little bit on the wall.
16 When I got to the bottom, it was like something -- I hit
17 something.

18 Q. So you went straight down the steps, or did
19 you hit the wall next to the railing?

20 A. I went down. I wouldn't say straight down.
21 It was over in the corner. Like that's where I was out.

22 Q. In the corner.

23 A. To the right.

24 Q. And you said you were on the floor for 20
25 minutes?

1 A. About ten. Maybe ten or twenty. I'm not
2 exactly sure how long, but about ten minutes. But the
3 ambulance -- before the ambulance got there.

4 Q. How long before the --

5 A. If I didn't have that phone, I probably
6 would have been down there for longer than that.

7 Q. But before you made the call -- how long
8 before you made the call?

9 A. About ten minutes.

10 Q. Do you want to --

11 A. It took me about ten minutes, because I was
12 really blanked out. It's like I was blanked out. Not
13 passed out, but it just scared me so bad. I was -- you
14 know, my heart was racing, and --

15 Q. Okay.

16 A. -- I had hit my head and all that. So, you
17 know...

18 Q. You hit your head on what?

19 A. I couldn't even think right then to get no
20 phone, but I was in so much pain. But I remembered I
21 did put it back in my back pocket.

22 Q. You hit your head on what?

23 A. I hit my head like on the -- the floor is
24 right here (indicating). The way my apartment is made,
25 it's upstairs, and when you got to the bottom, there's a

1 little floor area about this big (indicating).

2 And the corner is right there, which is the
3 same side the balcony is on. And there, that's behind
4 my door (indicating). It's so small down there at the
5 bottom of the steps,, and there's like a pipe, but
6 they've got it covered with something to keep from --
7 you know, I guess if someone was to fall or something,
8 they've got some kind of foam around the pipe.

9 Q. Okay.

10 A. I guess it has something to do with the
11 heat. That's what I really hit.

12 Q. Your head hit a foam pipe?

13 A. Yeah. Right there on the floor right
14 there.

15 Q. And it's foam?

16 A. I don't know what it is. It's made out of
17 something. I don't know what it is.

18 Q. It's soft?

19 A. It's not. It's soft, but the floor wasn't
20 soft right there where it was at. The area, it's like a
21 little pipe or something sticks out there or something.

22 Q. Okay.

23 A. I'm not -- if I can remember.

24 Q. Okay.

25 A. Whenever I hit my head down there, it

1 wasn't the steps I hit my head on.

2 Q. Okay.

3 A. It was on the floor area.

4 Q. Your head didn't hit the steps?

5 A. No.

6 Q. Okay. And --

7 A. Just mostly when I was coming down, I could
8 feel this side over here, like my side, you know, when I
9 was hitting the steps (indicating). Because I came from
10 all the way up, down.

11 Q. All the way? You were all the way up?

12 A. No. I wouldn't say -- I had made like
13 maybe two or three steps down.

14 Q. Okay.

15 A. And that's when I -- the step came out --
16 the thing came out.

17 Q. Okay.

18 A. The thing made me trip.

19 Q. Okay. Did you have any knots on your head?

20 A. No.

21 Q. Were you bleeding?

22 A. Just the inside my mouth a little bit.

23 Q. Did you have any broken bones?

24 A. No, but I had some spinal problems, and I
25 have to lay a certain way now.

1 Q. Did you have any cuts?

2 A. (Shaking head.)

3 Q. Bruises?

4 A. Uh-uh. Just a little bit of blood from
5 here and here (indicating).

6 Q. No swelling on your body anywhere?

7 A. My legs were swollen. My neck area was --
8 back here was swollen. All of this was swollen
9 (indicating).

10 Q. The back of your head?

11 A. Remember I told you when I hit? I just
12 felt like it was swollen. It just had hurt so bad. I
13 don't know if it was just soreness.

14 Q. Okay. Well, tell me this. Now, how many
15 steps are on the staircase?

16 A. I'm going to ask you a question like this
17 right here. I'm going to guess about 10 or maybe 11. I
18 can't remember exactly.

19 Q. And you said --

20 A. I'm going to give you what I think.

21 Q. And you said you fell third from the top?

22 A. Maybe third or fourth from the top.

23 Q. Third or fourth from the top?

24 A. Yeah.

25 Q. And you went all the way down?

1 A. I can't remember which one of those mats
2 came up. I can't remember. That's my answer.

3 Q. And you came all the way down, and you hit
4 your head on --

5 A. I hit -- I was just rolling.

6 Q. You were rolling?

7 A. You know how you do it when you fall?
8 You're just rolling down. I had to go all the way down.

9 Q. You were rolling, not sliding?

10 A. Yeah. I can almost show you, like draw it
11 up and show you. But I just -- I was just going down.
12 I can't remember. All I know, I was going down, and the
13 mat was on top of me.

14 Q. So if you roll, you're in a ball.

15 A. Yeah. You're in a ball, but --

16 Q. If you're sliding, your body is kind of
17 lengthwise.

18 A. I'm going down on this side (indicating).
19 Going down.

20 Q. And going on your side?

21 A. Yeah. I was just -- when I hit that step,
22 I was just -- the rest of the steps just pushed me on
23 down, because the way the steps are made, they're made
24 so high.

25 Q. Okay.

1 A. If you fell, you're going to roll on down
2 anyway.

3 Q. You rolled. So you were in a ball. You
4 were turning over.

5 A. I wasn't kind of like -- no twisting over
6 now.

7 Q. No.

8 A. I was just going down.

9 Q. You were --

10 A. My body wasn't going over and over. Like I
11 wasn't leaping over. I was going just straight down.

12 Q. You were sliding?

13 A. Sliding is what I'm trying to say.

14 Q. On your bottom?

15 A. On this side. Over here more (indicating).

16 Q. On your right side?

17 A. On my right side, uh-huh.

18 Q. Okay.

19 A. Sliding down.

20 Q. Which foot slipped?

21 A. This one over here (indicating). I can't
22 remember. All I know is I went -- when I went to step
23 down and came down, I went down. The mat started to --
24 the mat --

25 Q. You stepped with your right foot?

1 A. Yeah. It's like however the mat was coming
2 up, it wasn't down there right. And it's like it made
3 me -- I went down.

4 Q. Okay.

5 A. Because, you know, as you're going down a
6 step, your hands are going to touch the balcony. If
7 you're holding your balcony, your hand is going up and
8 down like this as you're going down if you're walking
9 (indicating).

10 So if my hand came up to go back down and
11 grab the balcony again, that's when I went -- it's
12 slippery. The mat slipped out from under me.

13 Q. Okay. Did you use your hands to try to
14 catch yourself?

15 A. At that time I had the wallet over here
16 (indicating). I tried. I did try. I tried to catch as
17 I was falling. I tried to catch the wall.

18 Q. With which hand?

19 A. Over here, because I was going down
20 (indicating).

21 Q. Okay. And was there any damage to your
22 wrist?

23 A. No. My wrist didn't get damaged. It's
24 just I hit over here more and more down here
25 (indicating).

1 Q. Okay.

2 A. And this leg right here (indicating). And
3 then, like I said, I hit. The bottom of the steps was
4 down there.

5 Q. Okay. And so you didn't --

6 A. And the bottom of the floor part, like it's
7 one step at the bottom of the thing down there. All I
8 can tell you, I was against the wall.

9 Q. Okay.

10 A. And I put -- this leg was going behind me
11 like this (indicating).

12 Q. And so you were down there for about ten
13 minutes?

14 A. I wouldn't say it took me that long, about
15 maybe -- I'm not sure exactly, maybe ten, fifteen
16 minutes. I was just so blanked out. I wasn't thinking
17 about my phone. I didn't think right then my phone was
18 in my back pocket until -- yeah, I just -- I was hurting
19 so bad.

20 And I said like, "Oh, yeah, I've got my
21 phone. Thank God." Because, then, nobody was in the
22 house with me.

23 Q. Okay.

24 A. And when the ambulance got there, they had
25 to put their hands through the window, because my window

1 downstairs was up. I will always keep it up and let the
2 air -- air out the house a little bit in the mornings.

3 So I had the window up. My window is
4 downstairs, and my door is right here, and I was over
5 here in the corner laying down over here (indicating).
6 And the ambulance people put their hands through the
7 window, because my door is so close to the window
8 downstairs.

9 Q. Right.

10 And what did that --

11 A. If you go out and look at the apartment,
12 you'll see what I'm talking about.

13 Q. What did them putting their hand through
14 the window do?

15 A. To open the door, because I hadn't made it
16 to even get a chance to open my door yet.

17 Q. Okay. And you couldn't stand up?

18 A. No. I couldn't get up there to get the
19 door open. They put their hands through there and
20 opened it for me.

21 Q. Okay. And --

22 A. It was a guy and a lady that came out in
23 the ambulance.

24 Q. Okay. A guy and a lady came out, any they
25 took --

1 A. Yeah. I don't remember their names or none
2 of that.

3 Q. And they put you in the ambulance. Did
4 they put you on a stretcher?

5 A. Yeah.

6 Q. They put you in there and then they
7 transported you?

8 A. They took me out to the hospital.

9 Q. Which hospital?

10 A. Richland Memorial.

11 Q. The one on --

12 A. Richland Memorial.

13 Q. Was it on Sunset?

14 A. I don't think it's on -- it's off of Harden
15 Street.

16 Q. Off of Harden? Okay.

17 A. I guess it is, right? Because it's Harden
18 Street.

19 Q. Okay. And how long did you stay in that
20 hospital?

21 A. I stayed for a -- I didn't stay overnight.
22 A good little bit of hours, a few hours, and they
23 released me. And he said I needed to go see to see
24 another doctor because of my -- you know, hitting back
25 here (indicating). He said I needed to go see another

1 doctor.

2 Q. Okay.

3 A. You know, for that final thing or to see if
4 anything was cracked back here (indicating). And they
5 didn't see anything, but they'd seen the swelling. And
6 whatever they found is in the records.

7 It's been two years. I can't remember all
8 of this stuff.

9 Q. So you said a doctor told you that --

10 A. He said that I had needed to come back out
11 there because -- you know, and I hit the -- but nothing
12 wasn't broken or nothing, but he'd seen where the
13 tissues and stuff I guess was, you know, swollen a
14 little bit.

15 Q. So did you go to another doctor?

16 A. Yes, I did.

17 Q. Who did you go to?

18 A. Oh, I can't remember. He's got it in his
19 records (indicating). I can't remember his name.

20 Q. How often do you go to --

21 A. I don't remember these people. All this
22 has been two years.

23 Q. But how often did you go see the doctor
24 after that initial trip to the emergency room?

25 A. I went to him maybe three times a week.

1 Q. For how long? It was a doctor or the
2 chiropractor?

3 A. It was something like a -- somebody that
4 does the things for your neck and back and -- something
5 like that, chiropractor.

6 Q. No. Did you --

7 A. I've got his name in here, I think.

8 Q. Okay. At the ER, did they give you a
9 specific instruction or prescription to get chiropractic
10 care, or is that something that you chose to do?

11 A. I didn't choose that. He said I needed to
12 do a follow-up with a doctor. And he --

13 Q. The ER did?

14 A. -- sent me to a doctor.

15 Q. The ER doctor did?

16 A. No. My -- well, he also did tell me to
17 come back if I had some problems.

18 Q. But did he tell you to go to the
19 chiropractor? Who told you to go to the chiropractor?

20 A. He said I needed to follow up with another
21 doctor because of the injury with my -- because of here
22 (indicating).

23 Q. The ER doctor told you you needed to follow
24 up with another doctor?

25 A. Yes. Uh-huh.

1 Q. Okay. And then you went to a chiropractor.
2 Why didn't you go to a doctor? You went to the
3 chiropractor.

4 A. I went to a chiropractor doctor and then --
5 yeah.

6 Q. Okay. Why didn't you go to a regular
7 doctor?

8 A. I don't have insurance.

9 Q. No Medicaid or anything like that?

10 A. I have it, but it don't cover that.

11 Q. It doesn't cover what?

12 A. It's not for that, to go to the doctor.

13 It's like a Medicare for like breast exams, Pap smears
14 and stuff like that they'll do. It's through DSS, and
15 they don't cover all that.

16 Q. They don't cover injuries?

17 A. They go by income.

18 Q. They don't cover injuries?

19 A. No, not my type of Medicare, unless you're,
20 you know...

21 Q. No. I mean, would it have covered if you
22 had gone to a --

23 A. They won't cover for a chiropractor.

24 Q. Right; but if you had gone to another
25 medical doctor, would your Medicaid have covered it?

1 A. No. No.

2 Q. Why not?

3 A. Because they don't cover that particular
4 injury. It's certain things that -- certain insurances
5 will cover certain things. When you get Medicaid
6 through DSS, it only covers Pap smears, checks for
7 breast cancer and certain things. If I was to fall or
8 get in a car accident, it don't cover that.

9 Q. And --

10 A. And you asked me that question, and that's
11 the answer I'm giving you. It wouldn't have covered for
12 my injury.

13 Q. Did you ask on this specific occasion? Did
14 you ask them whether you had coverage for it or not?

15 A. I've had to go to doctors, and, yeah, I've
16 asked them will they cover for certain things. They
17 tell you what specific thing they'll cover for.

18 Q. So you --

19 A. So I already knew.

20 Q. You already knew that it wasn't going to
21 cover for your --

22 A. It wasn't going to cover for that.

23 Q. Okay.

24 A. Yeah.

25 Q. Okay. Did the ER doctor prescribe you any

1 medication?

2 A. Yeah, but I can't remember what names or
3 nothing, but it's in my records.

4 Q. Did he prescribe medication for you?

5 A. Yes. It's in my record.

6 Q. And you had the prescription filled?

7 A. Yeah.

8 Q. Okay. How long did you take it?

9 A. Until it was all gone.

10 Q. Okay. And so you said you didn't stay
11 overnight. You went to -- what did you do when you left
12 the hospital that day?

13 A. I went home, and my friend and my daughter
14 and my nieces or whoever --

15 Q. Your goddaughter?

16 A. Yeah, the one that was in here. They
17 helped me a lot.

18 Q. And what's your goddaughter's --

19 A. Because I had trouble getting up and down.

20 Q. I want to make sure I understand all the
21 people.

22 You said sometimes it's your daughter --

23 A. It's my goddaughter. She's been my
24 goddaughter since she's been a baby.

25 Q. And what's the name again?

1 A. Swinedan Evans.

2 Q. Oh, that's that lady that was in here

3 earlier.

4 A. Exactly.

5 Q. Okay. All right.

6 I want to make --

7 A. Always right there with me no matter what.

8 Q. Okay. And then Matthew Dawson is her

9 fiancée or your fiancée?

10 A. Mine.

11 Q. Your fiancée?

12 A. Uh-huh.

13 Q. Okay.

14 A. Yes, sir.

15 Q. So they came to the house?

16 A. He was there all the time when he got off

17 work. He'd come and see about me, and he'd go home to

18 his house.

19 Q. Okay. Where does he live?

20 A. He was living in -- on Central Drive in

21 West Columbia. I don't remember the exact address.

22 Q. Was it a house or an apartment or --

23 A. In a house.

24 Q. Okay. He was living there back then, or

25 was he staying with you?

1 A. No. He was never staying with me. He used
2 to always come visit me.

3 Q. Okay.

4 A. And he would always leave and go to his own
5 house.

6 Q. Okay. And so you were home that night, and
7 then what happened the next day?

8 A. You mean, that night after I left the
9 hospital?

10 Q. Yes. You said the night --

11 A. They got me situated when I -- after I got
12 my prescription and everything, and they got me. He got
13 me. He came and he helped me a little bit, and my
14 niece --

15 Q. "He" is Matthew?

16 A. Yeah.

17 Q. Okay.

18 A. And my neighbors had -- one of my neighbors
19 had called my daughter when I fell.

20 Q. Okay.

21 A. And she showed up at the hospital. So she
22 kind of stayed with me all that night until she had got
23 me, and they was there early that next morning.

24 Q. Okay.

25 A. Back and forth until I was able to get up

1 and down. But I had been going through ups and downs.

2 Q. Okay.

3 A. Some mornings I could get up on my own, and
4 some mornings my back just shut down on me and seemed
5 like I couldn't breathe. And my legs were -- this leg
6 over here is still swollen up on me.

7 Q. Okay. When was the next time you saw the
8 doctor?

9 A. You mean, the chiropractor doctor? I've
10 been recently to the hospital.

11 Q. I'm going back to July 2013.

12 A. I went to him until he released me.

13 Q. No. Okay. The incident was July 10th.

14 A. July 10th, 2013.

15 Q. When was the next time after that incident,
16 the next most immediate time after that incident, that
17 you went to the doctor?

18 A. Maybe to see a chiropractor, maybe about --
19 I'm not sure. Maybe a week or maybe two or three days
20 later.

21 Q. Okay. So sometime in the next week, you
22 think?

23 A. No. It hadn't been a whole week.

24 Q. Okay.

25 A. It had been maybe two or three days.

1 Q. Okay.

2 A. And I'm not to be exact -- I'm not giving
3 you the exact date, because I don't know how many days
4 after. It wasn't much longer after.

5 Q. Okay. And where did you get the name of
6 the chiropractor from?

7 A. My lawyer.

8 Q. Who was your lawyer?

9 A. Johnny Watson.

10 Q. So you saw Mr. Watson before you went to
11 the chiropractor?

12 A. Yeah. I needed to go to a doctor, and I
13 didn't have the money, and I was in a lot of pain. And
14 I felt like it wasn't my fault that I fell, so I went to
15 see an attorney.

16 Q. Okay. So you got the chiropractor, and
17 then you went to --

18 A. Yes, sir.

19 Q. Okay. All right.

20 And you said you would go there, what, two
21 or three times a week?

22 A. Maybe, yeah.

23 Q. For how long?

24 A. It had been a little over a month. Over
25 two months.

1 Q. You did it for two months?

2 A. Yeah. Yes, sir.

3 Q. And that made you feel better?

4 A. He really did -- he gave me a lot of stuff
5 to help make me feel better. He really did. It really
6 did. It took a while, but the treatments that he gave
7 me, it did help a lot.

8 Q. What kind of treatments did he do?

9 A. He gave me back massages. He gave me -- I
10 don't know. I think it was Trinalone he gave me with
11 that water stuff in it for my -- to help my lower part.
12 And then he did some stuff with my neck up here where I
13 was sore to help my neck and stuff (indicating). I
14 don't know whether it was a heat pack thing he used or
15 something like that.

16 Q. Okay.

17 A. I don't know the name of those fancy
18 things, but I just --

19 Q. But you can describe what happened.

20 A. Right, right. Yes, sir.

21 And had put me on a thing to lay me back,
22 you know, because I had trouble with my, you know,
23 laying, and I'm still having trouble because of the way
24 I sleep now.

25 Q. Okay.

1 A. I asked him why I'm having trouble sleeping
2 on my back, so he did some things.

3 Q. Okay.

4 A. And he told me from here on out -- you
5 know, how long it would take me -- for me to lay on
6 my -- on this side where I had fell and to prop these
7 pillows up. Because I was trying the lay the way I'd
8 been laying, and I can't.

9 Q. Okay.

10 A. It would make me -- get my breath short or
11 something when I'd lay this way (indicating).

12 Q. Okay. Now, you did chiropractic care for
13 two months, and it made you feel better?

14 A. It might have been longer than that, and
15 I'm not sure. I'm just saying -- I'm guessing about how
16 long.

17 Q. Okay. That's fine. I'm not trying to --

18 A. I can't remember back.

19 Q. I'm not going to hold you to it, you know.
20 I'm just trying to ask you.

21 But after that chiropractor was finished,
22 he made you feel better.

23 A. I felt -- I feel a lot better, but I don't
24 feel like I have gotten well all the way.

25 Q. Okay.

1 A. Because I'm still having problems.

2 Q. Did you see --

3 A. With certain parts of my body.

4 Q. Did you go see another doctor after the
5 chiropractor?

6 A. Yeah. I've been back and forth to
7 Providence.

8 Q. To Providence?

9 A. I'm just -- don't pay me no attention. Ask
10 me your questions.

11 I've been still going back and forth with
12 my knees and stuff. I don't walk like I used to.

13 Q. But your knees weren't hurting in this
14 incident.

15 A. No. I did hurt my -- when I fell, it had
16 started from my knees and my legs and everything.

17 Q. Oh. And --

18 A. It's just like the fall has did a lot to
19 me. I was doing okay before then. I never had a
20 swollen knee.

21 Q. Okay.

22 A. I can take -- pull my pants up now. You'll
23 see how swollen it is. It's swollen.

24 Q. Okay.

25 A. One leg is bigger than the other leg.

1 Q. Okay. And prior to the incident on
2 July 10th, 2013, had you ever been in a hospital before?

3 A. Yeah, for detoxing, chemicals.

4 Q. Just detox? No surgeries?

5 A. No. Like I said, I had did -- I engaged in
6 a little cocaine when I did it. I don't do it no more,
7 though.

8 Q. Oh.

9 A. I stopped since all of this has happened.
10 I'm being honest with you.

11 Q. Okay.

12 A. I mean, ain't nobody been sitting up here
13 telling lies about what I do, you know.

14 Q. But --

15 A. And that's the question (sic) I have for
16 you.

17 Q. Right; but aside from the detox and the
18 cocaine, were you hospitalized for any kind of injuries
19 to your body?.

20 A. Oh, God. Not that I know of.

21 Q. Do you ever recall having surgery?

22 A. I had a C-section when I had my kids.

23 Q. Okay. Besides that.

24 A. I ain't had no other injuries, nothing that
25 would have made me go to the hospital.

1 Q. In your life, that you recall?

2 A. I can't remember. I mean, if I did, maybe
3 I...

4 Q. Okay.

5 A. Maybe a cut or something. I might have --
6 something might have happened. They had to go in my
7 hand to do a little surgery for something, like a little
8 accident I might have had in the house or something.

9 Q. Okay.

10 A. You know what I'm saying? Something like
11 that or my dentures or something like that. I haven't
12 been in the hospital for it, but I've had other
13 injuries.

14 Q. Okay.

15 A. But nothing to do with my back and stuff.
16 I never had back problems or knee problems and all this
17 stuff I'm having now.

18 Q. Okay.

19 A. And if it is, I can't remember. I've been
20 into the hospitals and different places, got locked up.
21 And all this stuff you're asking me, I can't remember
22 all that stuff way back that long. You'll probably find
23 some stuff I probably ain't mentioned yet.

24 Q. Okay. So...

25 (Defendant's Exhibit Number 1, Palmetto

1 Health Richland Radiology Record for Crystal Faye Clark,
2 7/10/2013, was marked for identification.)

3 BY MR. DAVIS:

4 Q. So I'll show you what's marked as Defense
5 Exhibit Number 1, Ms. Clark.

6 Do you recognize this document?

7 A. Okay. Which -- what? Read it out loud or
8 something?

9 Q. Have you ever seen this before?

10 A. "Trauma"? What is that?

11 Q. Do you know what this is?

12 A. No. Can you just say? No, I don't know
13 what it is.

14 Q. Does this appear to be an ER report from
15 your visit on July 10th, 2013, at approximately
16 1659 p.m.?

17 A. July when now?

18 Q. July 10th, 2013?

19 A. You mean, when I went for my injury?

20 Q. Right, for your injury.

21 A. Okay.

22 Q. And could you read what it says under
23 history? Under history, what does it say right there?

24 A. "Fell with pain."

25 Q. Okay. And what's the technique?

1 A. What do you mean, "Technique"?

2 Q. What does it say under technique? What
3 does it say there?

4 A. "Trauma protocol was used." I can't.
5 Those are some big words.

6 Q. Okay.

7 A. "Is accurate...falling" -- I can't.

8 Q. Okay.

9 A. If I'm skipping, I don't know it.

10 Q. Let's skip down to the word "findings." Do
11 you see the word?

12 A. "Findings: No fractures or dislocations are
13 seen. This is advanced disc" -- what does it say?

14 Q. "Degeneration."

15 A. Uh-huh. "At C6-7, but this is similar to
16 the previous studies in 2011" -- I don't know what they
17 mean by that.

18 Q. "With probably some progression."

19 A. Uh-huh.

20 Q. Okay. Now, had you had any kind of
21 problems with your back going back to 2011 that you had
22 a study done at the hospital?

23 A. With my back?

24 Q. Yes.

25 A. Not my lowercase -- side?

1 Q. Or spine or anything in that area. You
2 don't ever recall that?

3 A. I may have.

4 Q. You may have?

5 A. But the problems I went to him for, the
6 chiropractor, was with -- where my pain was at was down
7 here (indicating).

8 Q. Right.

9 A. Up in my back area here (indicating). I
10 had some problems up here, and it was causing me not to
11 be able to breathe, and they didn't find anything.

12 Q. But --

13 A. That had nothing to do with this part of my
14 body down here.

15 Q. Now reading that, do you now understand
16 that they're saying that you had had a prior back issue
17 or a prior issue with your spinal cord, C6-7, and that
18 they had done a previous study in 2011 indicating that
19 you had some problems? Do you understand that?

20 A. It was for a different part of my back.

21 Q. Okay.

22 A. Yeah, I understand that. And if I did, it
23 probably -- if it says that, I probably did -- been
24 there for that.

25 But that was a different situation with my

1 back. I didn't have no -- I didn't fall. I didn't get
2 no injuries from that, what was going on with that.

3 That was when I had my disability case, and
4 I guess by what I was doing at the time, it was
5 shortening my breath.

6 And I was thinking it was my back, and they
7 were saying there was no findings. But I did tell the
8 doctor back then. I went, and I had some breathing
9 problems that made me feel like my back was hurting me.
10 So that's why they didn't have no findings.

11 Q. Okay.

12 A. So if they said it was something with my
13 back...

14 Q. Okay. Now --

15 A. It was something to do with something else
16 that was making me feel like it was in my chest and my
17 back, and I just told the doctor that. And when they
18 went to do the examination, it was nothing to do with my
19 back, if I'm not mistaken. If this is the one right
20 here you're talking about, the 2011 (indicating).

21 Q. Okay. Now, can you read what it says under
22 impression?

23 A. Uh-huh. "This is some disc degeneration,
24 slightly more aggressive at the C6-7 level, with no" --
25 I don't know -- "acute findings otherwise and no chances

1 since" --

2 Q. "No changes since 2011."

3 A. Okay. Can you explain to me what they're
4 saying? Because I don't understand it.

5 Q. Does it appear to be saying that you -- you
6 know, that they haven't noticed any changes with your
7 back since 2011? Is that what it appears to say to you?

8 A. I guess that's what it's saying.

9 Q. But they couldn't find anything with your
10 back or spinal cord, you know, caused by this injury.
11 Was it --

12 A. You mean, you're saying this here is 2013?
13 You're saying when I fell from Allen-Benedict Court?

14 Q. Yes. Yes, this is the same date that you
15 fell. The ER report from the same day that you fell,
16 this is what they're saying. They're saying that --

17 A. I don't know why they put that in the
18 report, but I can tell you this right here. I was
19 swollen up from here all the way down (indicating).

20 Q. But the doctor said that --

21 A. Are you saying this is when I fell in
22 Allen-Benedict Court? This is my medical record right
23 here?

24 Q. That's your medical record from the ER.

25 A. Okay. He didn't say nothing was broke,

1 though. He didn't say nothing was broke, but I told him
2 I was sore.

3 Q. He also said there was no damages to
4 your -- now, where on here does it say further
5 treatment?

6 A. I don't know what he told you, but I know
7 what I went through.

8 Q. No, I know.

9 Where on here does it say further treatment
10 is required? Show me where it says --

11 A. He said I could follow up with my -- well,
12 he told me to follow up with my own doctor.

13 Q. Where does it say that?

14 A. I told him I was in pain. He gave me
15 medicine.

16 Q. Where does it say that on there?

17 A. It don't say that on here.

18 Q. Okay.

19 A. I don't see it, but he told me I could
20 follow up with my own private doctor if I wanted to
21 because I was in a lot of pain. He gave me pain
22 medicine. So if it's not in here, I'll have to go back
23 and dig for my receipts. But he prescribed medicine for
24 me.

25 Again, I was in a lot of pain. I'm sure if

1 you fall from the top of the step and to the bottom and
2 you didn't break nothing don't mean you ain't sore. And
3 no, I didn't break anything. It didn't say anything
4 about I had any fractures or anything.

5 He didn't -- when he came back, he said
6 everything seemed to be all right. "You've just got a
7 little swelling and may be sore from the fall, and I'm
8 going to give you pain medicine."

9 I never told you that anything was broke on
10 me.

11 Q. Okay.

12 A. But I know my spine and stuff was sore. My
13 area was sore. I never said anything was broke, and I
14 never said they had any findings.

15 Q. Okay.

16 A. Thank you.

17 Q. I'm just looking for the instructions for
18 you to go to the chiropractor.

19 A. No. He told me -- these are the words he
20 told me, if you was paying attention to me. He told me
21 if I wanted to follow up with my own doctor -- if I was
22 still in pain, and I then did that.

23 Q. Okay.

24 A. I found me a doctor that would see me.
25 That was the statement I made to you. I never told you

1 there was any findings. I said that I was sore. I
2 didn't break anything, but I had a trauma fall.

3 Q. Okay.

4 A. And it was my decision to find me a doctor,
5 because I was still store. They prescribed medicine for
6 me. I never said I broke anything when I went to the
7 doctor.

8 (Defendant's Exhibit Number 2, Palmetto
9 Health Richland ED Documentation for Crystal Faye Clark,
10 7/10/2013, was marked for identification.)

11 BY MR. DAVIS:

12 Q. Okay. Let me show you what's been marked
13 as Defendant's Exhibit Number 2. This looks to be a
14 further ER report.

15 A. Uh-huh.

16 Q. And let's look where it says history of
17 present illness. Could you read that to see what that
18 says for us?

19 A. "History of present illness. This is a
20 45-year-old African-American female who presents to the
21 emergency room department with" -- what is that? "With
22 neck" --

23 Q. "With neck and shoulder pain."

24 A. "Neck and shoulder pain after a" --

25 Q. That says, "Mechanical fall."

1 A. Yeah.

2 Q. Okay.

3 A. "From patient." Some of this stuff is --

4 Q. "Patient tripped going down some stairs."

5 A. Yeah. Yeah.

6 Q. Okay. "She was able to grab onto the

7 balcony."

8 Does that sound right?

9 A. That sounds right.

10 Q. "But hit her head on the wall."

11 That sounds correct?

12 A. That's correct.

13 Q. Okay. "She denied any numbness or

14 tingling."

15 A. I had none of that. I just was sore. Like

16 I said, I didn't feel like I had broke my arms or my leg

17 or anything was cracked. It was just a fall that was so

18 traumatizing.

19 Q. Okay.

20 A. I didn't break anything.

21 Q. Okay.

22 A. But I was in a lot of pain, and I told

23 Mr. Watkins that I had needed to see another doctor

24 because I was having problems. I never said that I

25 broke anything on my body.

1 Q. Okay.

2 A. And when the doctor came back, he never
3 said I broke anything. He just said, "You had a trauma
4 fall, a real bad fall, and it's going to cause some
5 soreness."

6 Q. Okay.

7 A. They did X-rays and everything. They never
8 told me they found anything broke.

9 Q. Okay.

10 A. It's just that I suffered from -- basically
11 from the pain by me hitting and by me going down the
12 steps like that and the wall and stuff and hitting my
13 head like that.

14 Q. Okay.

15 A. I never cracked anything or broke anything,
16 but I was in a lot of pain.

17 Q. Okay. Now, where it says, "Review of
18 systems" -- well, let's finish that section.

19 And you said no numbness or tingling. And
20 it says, "Any upper or lower extremity neurological
21 symptoms."

22 Does it say that next on that same history
23 of present illness?

24 A. Say that again. I'm confused.

25 Q. After "tingling," does it say, "Any upper

1 or lower extremity" --

2 A. After "tingling"? Show me where "tingling"
3 is at, because this stuff here is kind of -- I need
4 glasses.

5 Q. "Tingling" is right here, right on the
6 other side of my finger (indicating). It says, "Any
7 upper or lower extremity neurological symptoms." Then
8 it says, "She denies any loss of consciousness."

9 Is that correct, that you denied any loss
10 of consciousness?

11 A. Yeah.

12 Q. Okay.

13 A. I did.

14 Q. "And she also complained of some left
15 shoulder pain."

16 A. Yeah, yeah. I did a little bit. A little
17 bit later, you know, even though I had went to the
18 hospital that particular day. The stuff that they
19 checked me for, they didn't find nothing broke, but a
20 little bit later I started to get sore.

21 Q. Okay.

22 A. That's right. That's how come I ended up
23 going to the chiropractor. Like I said, maybe a week or
24 maybe close to a week, I started having other problems.

25 Q. Okay.

1 A. That I didn't have before.

2 Q. And down where it says, "Review of
3 symptoms," what does it say in the next line? Where it
4 says, "Review of systems," what does it say right here?

5 A. Right here (indicating)?

6 Q. Yes.

7 A. "Otherwise negative unless starts -- what
8 is stated" --

9 Q. "Unless stated in the" -- whatever that
10 says, "the HRI."

11 A. And I don't know what that means. Do you
12 want to explain it to me?

13 Q. I don't know.

14 A. Me neither.

15 Q. Okay. Now, the next thing. It says, "The
16 medication" -- what does it say?

17 A. Medication?

18 Q. Does that say, "None"?

19 A. That's a lie. I got -- they gave me pain
20 medication. I don't know who put that on there.

21 Q. Okay. Where does it --

22 A. That's an issue right there, because I
23 don't understand.

24 Q. What would the next --

25 A. They gave me some pain medicine.

1 Q. What was it called?

2 A. It was just -- it was for my lower back and
3 stuff. I mean, my pain for me -- for all that --

4 Q. Did they give you one or two pills that
5 day, or they gave you a prescription?

6 A. They gave me some medicine from the
7 hospital that day. And they gave me maybe a Tylenol or
8 something. I was sore.

9 Q. They give you a Tylenol?

10 A. One of the nurses gave me a Tylenol, yeah.

11 Q. Anything besides Tylenol?

12 A. Yeah.

13 Q. What else?

14 A. That was it.

15 Q. All they gave you was Tylenol?

16 A. That was it.

17 Q. No prescription?

18 A. They prescribed me to take -- the doctor
19 told me I could take Tylenol and stuff when I got home.

20 Q. Okay. But no prescription for any kind of
21 medicine --

22 A. No.

23 Q. -- or any kind of pain medicine?

24 A. Not that I remember.

25 Q. Okay. You just --

1 A. I can't really remember. I just can't.

2 Q. And it doesn't show up in your medical
3 records.

4 A. No. I can't remember them giving me
5 anything but some Tylenol that day.

6 Q. Okay.

7 A. But he said I could take over-the-counter
8 Tylenol.

9 Q. Okay. So Tylenol, over-the-counter
10 Tylenol --

11 A. Yeah. That's all I needed, he said, or
12 something like that, for my pain.

13 Q. Okay.

14 A. I didn't break nothing.

15 Q. Okay.

16 A. The trauma was from me falling and just
17 going down that bar. I mean, I didn't break anything.
18 I guess God was with me. But I was truly sore.

19 Q. Okay.

20 A. And I'm having swollen knees and all kinds
21 of stuff now since I fell.

22 Q. Okay. All right.

23 But this is yourself diagnosing. You
24 haven't been to a doctor saying that pain -- I mean,
25 like you didn't report the knees at the --

1 A. No, I did, but I know it came from that.

2 Q. You knew it came from that, but you --

3 A. I know it came from that.

4 Q. But you didn't report it to the doctor?

5 A. Not that particular day, no.

6 Q. Oh, okay.

7 A. I'd just seen that everything started
8 breaking down on me maybe a couple of weeks afterwards.

9 Q. And --

10 A. Just the body started to break down.
11 Sometimes the body don't do it right then. It just
12 breaks down later.

13 And I've never -- and I'm a person that's
14 real active, and I do a lot of walking. I've never
15 gotten where I can't go two blocks without my knees
16 swelling up on me. And I couldn't lay a certain way.

17 And I didn't break nothing. It's the
18 tissues. It was more of my tissues in my body than a
19 bone. There wasn't no bones or nothing broken. I never
20 said that, just sore tissues and stuff.

21 Q. Okay.

22 A. Yes, sir.

23 Q. All right. And you said you have two sons.
24 You said Troy -- and who's the other one?

25 A. Troy Clark and Lionel Clark.

1 Q. Lionel Clark.

2 And which one just came out of prison?

3 A. One is locked up now, and one of them came
4 out, Lionel.

5 Q. Who's locked up now?

6 A. Troy.

7 Q. How long has Troy been locked up?

8 A. He's on work release now. He's been locked
9 up now for maybe three months for something, and he was
10 doing some landscaping. He had other little stuff too,
11 but he was just getting in trouble. I'm sure y'all
12 probably dug up all that too anyway.

13 Q. Where was Troy and Lionel back in July of
14 2013?

15 A. I guess right here in Columbia.

16 Q. Okay. Were they living with you?

17 A. They were never living with me.

18 Q. Were they --

19 A. They used to think that, the maintenance
20 man -- the manager. They never lived with me. My kids
21 didn't. They wasn't supposed to come on that property.
22 I'm their mama. They snuck and came to see
23 me. I'm their mama.

24 Q. Were they using your apartment to stash
25 drugs?

1 A. At one time my son ran into my apartment
2 because -- now, this was an incident that I don't deny.
3 My son didn't live with me. My son ran in my apartment.
4 My screen door was unlocked.

5 I have grandkids that come and see me.
6 They ring the door. They stay two or three houses down.

7 And my door was not locked, and my son ran
8 in my apartment. Because they're always running behind
9 boys out there that does that. I had nothing to do with
10 that. That didn't have nothing to do with me.

11 Q. But I'm asking you. I mean, he had
12 people --

13 A. He ran in my apartment and stashed it in my
14 house, and I didn't go to jail for it. I wasn't charged
15 for nothing.

16 Q. That was the first time he'd ever done
17 that? He wasn't keeping --

18 A. He had never ran inside my apartment
19 before. Ever.

20 Q. Was that the first time he put drugs inside
21 your apartment?

22 A. That I know of. He didn't put it in there.
23 He ran it in and hid it, because they was already out
24 there running around, running behind boys.

25 Q. Were drugs --

1 A. That's the first time -- yeah. The
2 question you asked me was, "Was that the first time?"
3 Yeah, that was the first time he ever put it in my
4 apartment.

5 Q. Okay.

6 A. I've got two sons now, and that's the first
7 time Troy ever put it into my --

8 Q. How about Lionel?

9 A. Lionel? No, they never got no drugs out of
10 my apartment. There's no record of that.

11 Q. I didn't ask you about whether there was a
12 record.

13 A. You said Lionel. I said no.

14 Q. You told me Troy. That was the first time
15 Troy put drugs in your apartment. Then I asked you
16 about Lionel, and you said they don't have a record of
17 Lionel putting drugs in you apartment. And I didn't --

18 A. Okay. I didn't mean to say it like that.

19 Q. But that's not my question. My question
20 is --

21 A. Okay. What was your question?

22 Q. My question to you is, How many times has
23 Lionel put drugs --

24 A. You're moving too fast for me, so just slow
25 down. Which one are you talking about?

1 Q. Okay. We're on Lionel.

2 How many times --

3 A. Okay.

4 Q. How many times has Lionel put drugs in your
5 apartment?

6 A. Never.

7 Q. Never?

8 A. Never, that I know of. Never.

9 Q. Never or no record? Which is it?
10 You said no record, which suggests that
11 there was times he did it and that he was never
12 arrested.

13 A. If he did do it, I never had nobody come in
14 my house and get nothing out of it and then took him to
15 jail at my house.

16 Q. I'm not asking you about being taken to
17 jail. I'm asking about how many times he put drugs --

18 A. None, that I know of.

19 Q. How about Troy?

20 A. Once.

21 Q. Just that one time is the only time he ever
22 put drugs in your apartment?

23 A. That I know. That I know of. That I can
24 remember.

25 Q. That you remember?

1 A. If there was any other time, I don't
2 remember. And if there was, maybe you've got something
3 to bring me back to remember. I don't remember.

4 Q. Okay. Did you ever use --

5 A. That's the answer.

6 Q. Did you ever use drugs in your apartment
7 with Lionel and Troy?

8 A. Have I ever used drugs?

9 Q. In your apartment with Lionel and Troy?

10 A. No. I would never use no drugs with my
11 kids or even buy it from them if they was selling drugs.

12 Q. Who did you buy it from?

13 A. I would go to other places. I've got that
14 much respect for my kids.

15 Q. Okay. Did you buy on the premises of the
16 Housing Authority?

17 A. Oh, yeah, of course. Many times.

18 Q. Who did you buy it from?

19 A. I don't know them by name, but different
20 ones.

21 Q. But at the Housing Authority?

22 A. Never my kids.

23 Q. But you knew you were --

24 A. I would go outside at the fence where they
25 would be standing at.

1 Q. And you used inside the apartment?

2 A. Have I ever used inside the apartment?

3 Q. Yes.

4 A. Other people's apartments too.

5 Q. But yours specifically, L-1 and H-12?

6 A. No. I didn't really like to do it at my
7 house. There was other people out there that did that.
8 I have used it in my apartment once or twice.

9 Q. Once?

10 A. (Nodding head.)

11 Q. Once or twice?

12 A. Yeah, one or twice.

13 Q. L-1 --

14 A. I'm not a -- I was never an everyday
15 engager. I did it occasionally.

16 Q. L-1 and H-12?

17 A. Not in H-12. I never used drugs in H-12.

18 Q. Okay. So how long have you been using
19 crack cocaine?

20 A. On and off for about the last 15 years. On
21 and off.

22 Q. So the last 15 years, and you're only using
23 it --

24 A. I never used it but only two times in H-12,
25 and in L-1 I hardly ever -- maybe once or twice. I

1 hardly ever, because I'm always having family members
2 coming constantly, and I don't ever want to let them see
3 me high.

4 Q. Okay.

5 A. Because I tried to be what you'd call in
6 secret and hiding it, so I never did want my family
7 members to know what I was doing. They had maybe an
8 idea, but I never, never, never. I tried to go to
9 somebody else's house and do it up the street somewhere
10 or something. Yeah.

11 I don't get high in my house like that.

12 (Defendant's Exhibit Number 3, Maintenance
13 Record Internal Record for Crystal Faye Clark,
14 Allen-Benedict Court, Apartment L-1, 2/13/2012 through
15 6/28/2013, was marked for identification.)

16 BY MR. DAVIS:

17 Q. And what's been marked as Defense Exhibit
18 Number 3 --

19 A. Okay.

20 Q. -- have you ever seen this before or know
21 what this might be?

22 A. No. I may not know what it is. I have
23 never seen it.

24 Q. If I told you it was a maintenance record
25 for apartment L-1 during your time occupying it --

1 A. L-1?

2 Q. Yes.

3 A. Uh-huh.

4 Q. Is that your name at the top?

5 A. Uh-huh.

6 Q. And those are the last four digits of your
7 social?

8 A. 8179.

9 Q. Okay. And 1810 -- Allen-Benedict Court,
10 Apartment L-1, is where you lived?

11 A. Uh-huh.

12 Q. Okay. I'll give you a couple of minutes so
13 you can look down on this list, and you show me where
14 you reported the steps.

15 A. The words are too small for me, and I
16 really can't really tell. That's too small. I can't
17 even see that.

18 Q. Do you know what date you reported the
19 steps?

20 A. I cannot remember what date I reported
21 those steps. But I'm going to tell you, if they ain't
22 got that on this record right here, then they took it
23 and hid it and threw it away, because I'm constantly
24 calling about my steps. If it's not on this paper right
25 here that you're giving me now, then they took it out of

1 here, because I'm always calling about them steps.

2 Always.

3 That's the main problem. I had them to fix
4 those steps before I fell. So if it ain't on this paper
5 right here, trust and believe me, they took it off this
6 paper.

7 Q. They took it off the paper?

8 A. And I've got witnesses.

9 Q. Who saw them take it off the paper?

10 A. For one thing, I know two of those
11 maintenance men that came to my apartment. And for one
12 thing, she'd been there when they'd been fixing the heat
13 under there they were fixing on (indicating). So if it
14 ain't in here --

15 Q. Who is "she"?

16 A. -- before 2013 --

17 Swinedan Evans.

18 So if it's not -- I'm not saying it ain't
19 on this paper. If you don't -- if you're saying it's
20 not in this paper that I did my work reports, it should
21 have been on there. They went in there and slid it off
22 the paper some kind of way.

23 And I have witnesses. When they came in my
24 apartment -- I've been having trouble with my steps from
25 H-12 to L-1, and I ain't the only one complaining about

1 these steps. In every apartment, they've got steps
2 coming -- the rubber things that -- whatever type of
3 glue they're using, it don't keep the steps stable.
4 It's not keeping them down stable like they're supposed
5 to be.

6 So if they tell you on this paper in here
7 that I did not ever report that, that's a lie, and I'll
8 go under oath.

9 Q. I mean, I'm asking for the date and time
10 and who you talked you.

11 A. I cannot tell you how far back. I've been
12 calling about those steps for the longest. So I can't
13 remember. Nobody can remember what day it was or how
14 long ago it was because it's been so long ago.

15 Q. Okay. But --

16 A. But I did do work requests before I fell.

17 Q. And this is your entire maintenance record
18 for your apartment at L-1, and I'm looking for the place
19 where it says --

20 A. And you can't find on here nowhere I had my
21 steps done?

22 Q. I'm asking you. I don't see it.

23 A. I can't see it neither, and I don't
24 understand it. If it's not on here, they didn't put it
25 on here. But I've got witnesses.

1 Q. You've got witnesses to what?

2 A. And I'll get that maintenance man and drag
3 him into court too, because he fixed my stuff more than
4 one time.

5 Q. And what's the maintenance man's name?

6 A. Mr. Dunlap.

7 Q. What Dunlap?

8 A. I don't know his name, but she knows his
9 name (indicating). When she comes in here --

10 Q. In L-1 or H-12?

11 A. L-1 and H-12. He did -- he's been out
12 there ever since I've been living out there. I know
13 maybe three. I can get the other two guys' names that
14 came in my apartment and fixed my steps.

15 As a matter of fact, they came and fixed
16 that step -- they waited a couple of days after I fell
17 to come and fix it. They had just fixed my steps prior
18 months to that. So if it's not on here, they went in
19 here and changed everything they could against me to say
20 I didn't ever have my steps repaired.

21 I've got more than one witness. I've got
22 five people that have been to my house when they've
23 fixed these steps before I even fell. More than one
24 time.

25 Q. In L-1 --

1 A. That's right.

2 Q. -- five people?

3 A. My daughter be at my house every day.

4 Q. Okay. And so the five people -- you said
5 Mr. Dunlap fixed the step?

6 A. I can remember only four. My niece,
7 Kimberly Mickens, she's a manager at my McDonald's; and
8 my goddaughter, Swinedan Evans; and Matthew Dawson. And
9 as a matter of fact, one of my neighbors had been there.
10 I don't know if they still live out there or not.

11 Q. What's that name?

12 A. Walter. Walter. Walter's been at my
13 house. Walter's been.

14 Mr. Walter's been to my house. He stays
15 out there too. He was visiting me while the man was
16 fixing my steps for me.

17 Q. Who Walter?

18 A. I can't remember Walter's last name. I
19 know his name is Mr. Walter. But I know I can go find
20 his address -- his name.

21 Q. He lives in the Housing Authority?

22 A. He lives out there too. And I don't know
23 why it's not on here.

24 Q. Is Kimberly Mickens a tenant?

25 A. No. My niece has got her own house.

1 Q. Okay. Ms. Evans is a tenant?

2 A. No. She don't live out there.

3 Q. How about Dawson?

4 A. He don't live out there. He just visits
5 me.

6 Q. Okay. And all of these people were in your
7 apartment?

8 A. You know, there are times that they've been
9 sitting in my house and the maintenance man had been
10 doing my steps.

11 Q. And Mr. Dunlap?

12 A. Yeah. And you're telling me on this
13 record -- you're saying you don't have nothing on here
14 that I ever got my steps fixed?

15 Q. I'm showing you the records.

16 A. I'm going to tell you what they've done.
17 They went in there and took out the records. Because
18 I'm going to tell you, I've got proof. I've got proof
19 about him being in my house and watching him.

20 And Mr. Dunlap can't come under oath and
21 lie, because he'd been in my house and fixed my steps
22 more than one time before I even fell. I've been having
23 this trouble from H-12 to L-1. The steps would not stay
24 down stable.

25 I'm always calling about my steps and my

1 sink leaking and this is wrong and that. Those
2 apartments is older than probably me and you and him put
3 together (indicating). And I've been constantly calling
4 about everything that goes wrong in my apartment.

5 And I can't believe that they went -- I
6 knew that -- I told my fiance, "I will guarantee you
7 that they're going to go in there and try to take out
8 the records."

9 And I've always did my reports on my steps
10 about the steps being loose. Whenever a step comes
11 loose, I'll immediately -- because my grandkids are
12 coming in and out of there.

13 Q. Okay.

14 A. And I wouldn't want them to go down there
15 and fall. So if it ain't on there, I don't understand
16 it.

17 Q. And you said --

18 A. Those maintenance men, they know they came
19 in and fixed them.

20 Q. Okay. And when you said you fell, the mat
21 came all the way off the steps?

22 A. I'm telling you. It wasn't even down there
23 stable.

24 Q. And it was on the floor with you?

25 A. You know, we mop our floors and everything.

1 I don't ever put water on my steps. I always take like
2 a little wax and I'll go shine them, like we had --
3 especially when we have inspection. I kept a clean
4 house.

5 And believe me and trust me, there wasn't
6 nothing there for me -- to make me fall. The steps are
7 always coming up.

8 Q. Okay. But you said on the day you fell,
9 you said it came off? It was pried off?

10 A. Different ones. Different ones come up.

11 Q. No. On the day you fell, the specific
12 one --

13 A. That specific one came all the way up.

14 Q. All the way and went all the way down to
15 the floor with you?

16 A. I would say it rolled down because of the
17 way the steps are made --

18 Q. But it came all the way up.

19 A. -- and the way the management --

20 I didn't say all the way. It came down.
21 It was behind me, yeah. I was already like the fourth
22 step down, three to four steps down.

23 Q. And the thing came all the way down with
24 you?

25 A. The whole mat came up.

1 Q. And came down to the floor with you?

2 A. I couldn't really see where it was going
3 at, but when the ambulance go there, it was down there
4 behind me on the -- laying back there behind me.

5 Q. On the floor?

6 A. Still on the step like. I wish I had a
7 piece of paper so I could show you, but it was like up
8 here. I really --

9 Q. You said it was the third or fourth step
10 from --

11 A. I'm not sure if it was between the third
12 and fourth. I can't remember.

13 Q. But it was ten to eleven steps.

14 A. It goes to the top.

15 Q. Right.

16 A. It goes to the top.

17 Q. And it came all the way down to the floor
18 with you?

19 A. The way those steps are made, it would have
20 slid all the way down.

21 Q. It came all the way down with you?

22 A. The mat wouldn't even stop because of the
23 way the steps were made.

24 Q. Okay.

25 A. The way the steps -- if you're going to

1 look at it, you would understand what I'm saying. You
2 can put a mat on there. It'll slide right on down the
3 steps. The mat is about this long.

4 Q. Okay.

5 A. And the mat came down too. That's what
6 tripped me up. I don't understand why you don't have
7 them work orders in here.

8 Q. Okay.

9 A. I kept my maintenance up on that apartment,
10 anything that went wrong.

11 Q. Ms. Watson --

12 A. I told him that they was going to do that,
13 but I've got -- I know all three of those maintenance
14 men have been in my house way before. So if it's not on
15 here, they took it out of here.

16 (Defendant's Exhibit Number 4, U.S.
17 Department of Housing and Urban Development Inspection
18 Checklist for Crystal F. Clark, Allen-Benedict Court,
19 Apartment L-1, 1/10/2013, was marked for
20 identification.)

21 BY MR. DAVIS:

22 Q. Okay. Now I'll show you what's marked
23 Defendant's Exhibit Number 4.

24 This is an inspection checklist for your
25 apartment. Are you Crystal Clark?

1 A. Yes.

2 Q. L-1?

3 A. Uh-huh.

4 Q. And Bernard Wilson, do you recall that name
5 coming by to inspect the apartment?

6 A. Bernard Wilson?

7 Q. Yes.

8 A. Okay. Yeah.

9 Q. January 10th, 2013.

10 A. I remember two people came and did an
11 inspection. I don't know them by name. I think I know
12 Bernard. I don't know them personally, but I think I
13 know who you're talking about.

14 Q. Right. But this is January 10th, 2013, was
15 the date on there circled?

16 A. Uh-huh.

17 Q. Okay. Let's flip over to the next page.

18 A. Wait a minute. You said 2013 he came to
19 get what now, my inspection?

20 Q. An inspection.

21 A. You mean, when I had my accident?

22 Q. No. Just an annual inspection of the
23 apartment.

24 A. Let me ask you this question. I don't want
25 to get myself crossed up. Let me ask you. You said

1 that a general inspector came out in -- this is the date
2 I fell, right?

3 Q. No. That's not the date you fell.

4 A. Oh.

5 Q. This is January 10th.

6 A. Okay. My yearly inspection.

7 Q. Your yearly inspection.

8 A. Okay.

9 Q. Are you familiar with the yearly
10 inspection?

11 A. Yeah, but I can't remember what date he
12 came. I know they come every year.

13 Q. Okay.

14 A. I don't remember the exact date number.

15 Q. Can you flip on to the next page.

16 A. Uh-huh.

17 Q. And can you tell me if anything -- do you
18 see anything about steps on here?

19 A. Uh-uh.

20 Q. Okay. And let's flip over to the next page
21 where it says work order.

22 A. Uh-huh.

23 Q. Do you see anything on there about fixing
24 steps?

25 A. I don't. Maybe you do. This is so small.

1 I really can't.

2 I'm going to be honest with you. My eyes
3 are just -- these words are so tiny.

4 Q. And over to the next page, do you see
5 anything about fixing steps?

6 A. Okay. Let me go back.

7 Yeah, I -- no, I don't. No, I don't.

8 Q. Okay.

9 A. But now, let me say this right here. When
10 they do our inspections, ain't nothing going to be broke
11 then, because we've already called and got all the work
12 orders done before they -- because we don't -- they gave
13 us a notice.

14 Q. But aren't there things noted on here that
15 need to be fixed and on that work order so that it
16 was --

17 A. Okay. This is my answer. It didn't have
18 nothing to do with the steps. The steps would have been
19 already repaired because they're going to make sure
20 everything is up to the top of the line when you come
21 for your inspection.

22 Q. Okay. So --

23 A. So it wouldn't have been no problems with
24 my steps then.

25 Q. So it didn't show up on the inspection.

1 Okay.

2 A. No, not that particular step.

3 Q. Not that particular step on that?

4 A. No, because I had already had all the
5 repairs done.

6 Q. Oh, you had already had everything done?

7 Okay.

8 A. I already called in, because they tell us
9 to, okay, go ahead and clean your house. Clean your
10 apartment for inspection, and I'm always calling if I
11 see anything wrong. I say I better go call them before
12 they do my inspection.

13 So if it was a step loose during that time,
14 they had already came and fixed it. I don't know why
15 they ain't got that in the record.

16 Q. Let me get that back. I'm not going use
17 it.

18 A. Because I had steps that I was already
19 having problems with during my inspections in the years
20 I'd been living out there, the two years.

21 Q. Okay.

22 A. I always call whenever the steps come
23 loose.

24 Q. Okay. But I just want to make it clear
25 that, you know, nothing in that inspection report --

1 A. Yes, with my inspection my steps was not
2 loose, but they was straight then.

3 Q. They were straight then?

4 A. They were straight, but they come up
5 constantly. They come up constantly. It's ain't like
6 the steps come loose every day. They'll come in and
7 repair them, and later on down the road, it won't be but
8 a couple of months that go by and the steps start coming
9 loose again.

10 Q. Okay.

11 A. So it ain't nothing that was going on every
12 day that my steps was constantly coming loose. I don't
13 need to go into detail, but that's the answer I have for
14 you.

15 Q. Okay. Now, Ms. Clark --

16 A. Yes, sir.

17 Q. -- July 10th, 2013, what was your status
18 with the Housing Authority? Were you in good standing
19 with the Housing Authority?

20 A. I was in good standing, but the only thing
21 was when my son had -- when they came in my house, long
22 story short, and they said that was a violation of my
23 lease. I had no control of my child running in my
24 apartment, and when he did run in there, he got trapped
25 at the back door. So he ran to his mama's house. I

1 didn't tell him to run there, but my door was open.

2 So when he ran in there and hid whatever he
3 hid, I was back there asleep.

4 Q. Okay.

5 A. So when I looked up, the police was all
6 around my door. I got up and put my pajamas on and went
7 to the door and let the police in.

8 And I said, "What are you doing in here,
9 Troy?" I said, "You're running from the police, ain't
10 you?" And that's all -- the only thing I said.

11 When they came in, they asked me, "Can we
12 search?"

13 I said, "Yes, sir." I didn't have no
14 reason to hide anything.

15 I said, "Troy, did you -- what have you
16 done?"

17 He said, "I'm going to jail."

18 I said, "Troy, you put something in my
19 house." Just like that.

20 And he just kept shaking his head at me
21 like yeah. But he said "It ain't nothing my mama owns."

22 Q. Okay.

23 A. And I didn't go to jail for it.

24 Q. Okay.

25 A. But I've been in and out of trouble when I

1 was younger, but as I got older I matured a lot, so...

2 Q. Okay.

3 A. But my son, he just ran to my house that
4 day. I mean...

5 Q. Okay.

6 A. The trouble I had with them, the question
7 you asked me as far as me with the housing, that was the
8 only problem. And after that, they wanted to say that
9 was my defense, because son ran in my house and that I
10 was being evicted, but no. I had fell four months after
11 that happened.

12 They still let me remain in that apartment
13 four months later. And so I didn't have no reason to go
14 down there and just fall or being worried about anybody
15 putting me out. I had already prepared to find me
16 another place to live. I had already went out and got
17 someplace else to live when that happened, because I
18 knew then that my son had did that, and that I had to
19 get prepared to get another place to live because my
20 lease would be broken. So I had already had a house.

21 MR. DAVIS: Okay. This will be Exhibit
22 Number 5.

23 (Defendant's Exhibit Number 5, The Housing
24 Authority of the City of Columbia, South Carolina,
25 Letter of Lease Termination for Crystal Clark,

1 February 20, 2013, was marked for identification.)

2 BY MR. DAVIS:

3 Q. Do you recognize this letter?

4 A. "Incident time and date, on February
5 the 4th, 2013. Nature of incident: Section 102
6 of...This is a specific violation of Section da, da, da,
7 da, da. You are to -- expected to vacate your apartment
8 on" -- okay.

9 Now, when I got this letter right here --
10 I'm going to stop right there.

11 When I got this letter, I was going through
12 a grievance, which means that they present these letters
13 because of the incident that my son had came in my house
14 in my house and he had something on him. Wait a minute.
15 I don't want go into no long details so you can
16 understand why I got this letter.

17 When I got this letter, they presented this
18 letter to me when he got caught in my house saying that
19 I had to move out. They never gave me an eviction
20 notice. They never told me I had to go acknowledge it.

21 They tell you what you've got in your lease
22 with drugs in the apartment or something like that, 24
23 hours you're supposed to be out. I stayed there four
24 months after the fact. So I went to a grievance. They
25 never could come to terms to -- whether to evict me or

1 not.

2 So rather than me wait on them, I went on
3 ahead and got me someplace to stay so if it came to
4 that, I would already have somewhere to live.

5 Q. But you acknowledge getting the letter?

6 A. Yeah. I got the letter. I got the letter,
7 but they hadn't evicted me yet.

8 Q. Okay. This will be Exhibit Number 5.

9 A. They hadn't evicted me yet, and I had been
10 there four months after that happened.

11 Q. So you --

12 A. I still was in the apartment four months.

13 Q. So you're saying this is not an eviction
14 letter?

15 A. When I -- no, I'm not saying it's not.

16 Q. It's an eviction letter.

17 A. It's really telling me -- okay. "You are
18 expected to vacate your apartment on or before the date
19 as stated above."

20 Okay. Now, when I got this eviction letter
21 right here, I can't remember the court date, but when
22 he, Mr. Bobby Vines, did give me the eviction notice --
23 I can't remember way back, but I can remember when the
24 incident happened for me to move to be violating my
25 lease, I hadn't even gotten an eviction notice yet. I

1 was going through grievance, and "grievance" means you
2 have to go over there and fight your cause as to why you
3 feel like you shouldn't be evicted.

4 Q. But that's probably the eviction notice.
5 But that's --

6 A. That's really a notice telling me that I
7 violated my lease, which is telling me that, okay, you
8 will probably be evicted for this. They never gave me
9 one.

10 Q. Does it say will probably, or does it have
11 a specific date that you --

12 A. "You will be expected to vacate."

13 Q. On what date?

14 A. July the -- I mean, February the 4th, 2013.

15 Q. No. What date did they tell you? Does it
16 say March 29th, 2013, up here? Effective
17 two-thousand --

18 A. Oh, yeah. When I got that, that was at the
19 last minute. I had already got a house. I already had
20 packed my stuff.

21 Q. But you stayed there three months. You
22 were there on July 10th, but you --

23 A. They didn't tell me I had to move when this
24 happened.

25 Q. It says you have to move, but you said you

1 were --

2 A. I went through a grievance.

3 Q. You went through a grievance.

4 A. Yes.

5 Q. And it was still pending?

6 A. It was -- there you go. I understand you
7 now.

8 Q. Their decision was to evict you, but you
9 were --

10 A. Yeah, but they didn't come to the agreement
11 when we did the grievance.

12 Q. But you did have a notice to evict, but it
13 had not resolved yet.

14 A. I was not served by a police.

15 Q. You were not served by police?

16 A. I was not served by a police. They gave me
17 a letter saying that I will be evicted because I had
18 violated my lease. I then got the police paper at the
19 end, which was four months later.

20 Q. Now, I mean, you weren't served with a
21 notice to vacate, but you had a notice of eviction.

22 A. I got that four months later when the
23 police came, and then the lease was violated. They said
24 the lease was violated. I didn't get that. I had
25 stayed there four months after the police got my son

1 from my house.

2 I was -- normally they'll tell you to be
3 gone in 24 hours when something like that happens, but
4 they let me continue to live there, and they accepted my
5 rent money.

6 Q. So they worked with you, and you're
7 saying --

8 A. I wouldn't say they worked with me.
9 Basically, they worked with me -- they had to go through
10 the proper causes, which means they had to take me
11 through a grievance first, which I wanted to go through
12 a grievance. And I ended up going across the street and
13 plead my cause, and I just got to the point where I got
14 frustrated and I just decided to go find my own place,
15 just find me another place to live.

16 Q. Okay.

17 A. And I didn't fight to stay there. I tried
18 to, because I felt like it wasn't my fault, you know.

19 MR. DAVIS: Okay. Mark this, please.

20 (Defendant's Exhibit Number 6, The Housing
21 Authority of the City of Columbia, South Carolina,
22 Receipt of Correspondence for Crystal Clark, 3/11/13,
23 was marked for identification.)

24 BY MR. DAVIS:

25 Q. And I'll show you what's been marked as

1 Defense Exhibit Number 6.

2 Do you recognize signing this document?

3 A. "I, Crystal Clark, hereby acknowledge
4 receipt of correspondence addressed..."

5 I don't understand that, what I was
6 signing. I mean, what --

7 Q. But does it say, "State Constable, Willie
8 Bennett"?

9 A. Willie Bennett? Who is that?

10 Q. Does it say State Constable on there?

11 A. Yeah, I guess so. I don't know who that
12 is.

13 Q. Yes.

14 And do you know what a State Constable is?

15 A. (Shaking head.)

16 Q. If I told you a State Constable is a law
17 enforcement officer, would you have any reason to
18 disagree with me?

19 A. Let me -- say it again.

20 Q. If I told you a State Constable was a
21 police officer --

22 A. Uh-huh.

23 Q. -- would you have any reason to disagree
24 with me?

25 A. If I'm not sure that he's a policeman or

1 police.

2 Q. Okay.

3 A. I would disagree if I don't know who he is.

4 Q. Okay. What's the date of this?

5 A. 3/11/13.

6 Q. Okay. Is that the date you got this letter
7 that was dated February 20th when you finally got it?
8 Is that same the letter?

9 A. The letter -- I got so many letters. I'm
10 going to be honest with you. I'm kind of confused now.

11 Q. Okay.

12 A. And I'm going to tell you why I'm confused.
13 I got so much -- the only letter I remember getting is
14 that I violated my lease and at the last minute. Four
15 months later I get this letter from where they came and
16 put an eviction notice on my door. That's the only
17 thing I have to say.

18 I did get a letter, but I don't remember.
19 All I know is they gave me something from across the
20 street when I went to my grievance that I had violated
21 my lease from my landlord, but he didn't do his job
22 right. He didn't give me my eviction notice until four
23 months later.

24 Q. Right.

25 I mean, but you were aware that they were

1 trying to evict you.

2 A. Oh, yeah.

3 Q. Okay. Where was --

4 A. I was aware of it. I didn't contest it
5 after they told me -- you know, they never -- I'm going
6 to tell you what they did. They never came back and
7 told me that I even had to move.

8 Q. Okay.

9 A. Because they said they would make a
10 decision, and nobody ever got in touch with me.

11 Q. Okay.

12 A. Never.

13 Q. Okay.

14 A. Until later at the end, but I had already
15 got a place. I said, "Well, nobody is contacting" -- I
16 said, "I wonder why nobody even contacted me. I'm still
17 living here four months later."

18 Q. Okay.

19 A. And so I guess they didn't see it, that I
20 was wrong. And then I -- then he said, "No. Let's just
21 go find a place."

22 I said, "Okay. Well, we'll just go find a
23 place."

24 Q. "He" is Matthew Dawson?

25 A. Yeah. I immediately -- I didn't have a

1 problem getting a place to live, because I
2 immediately -- when I moved out, I immediately already
3 had a place. I had already went out and paid rent
4 and -- I'm into my other -- the same day I got evicted,
5 I moved myself into my other house.

6 Q. Okay. Now, tell me this. How long after
7 you came back did you stay at the apartment? For how
8 long?

9 A. Say it again.

10 Q. After you got out of the hospital, how long
11 did you stay at the apartment?

12 A. How long? How many months and weeks had I
13 been there?

14 Q. Yes. After the injury.

15 A. Oh, Lord. I'd been there about -- I can't
16 really say how much. Around about maybe four months.

17 Q. You were there until November, after July?

18 A. Yeah, even after when the police came. I
19 was in there four months later.

20 Q. Okay.

21 A. Still there paying my rent.

22 Q. Okay.

23 A. And then they just came out of the blue and
24 said, "Okay. We're going to go ahead and we'll" -- they
25 waited so long, and I kept wondering what was going on.

1 Q. Okay.

2 A. And didn't tell me if I've got to move, so
3 I just went on ahead and got a place, you know, because
4 I couldn't be out there without a place to live.

5 Q. Okay.

6 A. So I went and got me somewhere to live.

7 Q. Okay. So you were there for another four
8 months?

9 A. Yeah.

10 Q. Okay. All right.

11 Now --

12 A. They had the power to put me out in 24
13 hours. I guess they was trying to make their decision.
14 I guess.

15 Q. Now, tell me something. The step that you
16 slipped on, when did you first notice something was
17 wrong with the step?

18 A. I didn't notice until I fell.

19 Q. You didn't notice until you fell.

20 A. Yeah, because if you're coming up a step,
21 your feet are more stable not to push it for it slide.
22 Because the way my steps are made, the mat would have
23 came off this way, not going up. So I came up on the
24 other side when I was coming up from the grocery store.
25 So I didn't notice it none that week.

1 Q. Okay.

2 A. But normally when one comes up, I'll be
3 down there waxing it, and I can tell it ain't really
4 stable.

5 Q. Okay. But this one, you didn't notice it
6 being unstable?

7 A. Not that particular day. I had never seen
8 one come up, all the way up from the floor like that,
9 but --

10 Q. It came all the way up from the floor.

11 A. -- they almost -- sometimes they normally
12 come up half the way from the floor if the glue --
13 because they've been packing glue on top of glue on top
14 of glue, and the glue is getting thicker and thicker and
15 the more they're putting them down -- and it's just
16 really a -- it really makes me -- when they sit there
17 and they don't put down the paper that -- they repair my
18 steps all the time. I can't believe you don't have it
19 in the record. I always report it.

20 Q. Okay.

21 THE WITNESS: I need to take a break,
22 y'all.

23 MR. DAVIS: Okay. We're going off the
24 record. Thank you.

25 (A recess transpired.)

1 (Defendant's Exhibit Number 7, Columbia
2 Housing Authority Work Order 531847 for Crystal F.
3 Clark, Allen-Benedict Court, Apartment L-1, 6/27/13, was
4 marked for identification.)

5 BY MR. DAVIS:

6 Q. Okay. Ms. Clark, let's see. On July 10th
7 you said you fell, and you said that the mat came loose
8 and pretty much went down with you.

9 A. Yes, sir.

10 MR. DAVIS: Okay. All right.

11 I'm about to show you, after the court
12 reporter marks it, Defense Exhibit Number 8.

13 (Defendant's Exhibit Number 8, 7/11/2013
14 Color Photograph Number 9 Taken by Insured, was marked
15 for identification.)

16 BY MR. DAVIS:

17 Q. Do you recognize this?

18 A. Looking at that right there, my mat was not
19 on there. It came all the way off.

20 Q. And when does that say that this was taken?

21 A. Huh?

22 Q. What date does it say this picture was
23 taken?

24 A. 7/11/2013.

25 Q. Okay. Now, who put the mat back on? You

1 said it came all the way off. Who put it back on?

2 A. I can't remember, but I remember him by
3 face, and I will see him again because I pass through
4 that office. I don't stop on the property, but I see
5 him a lot in his truck on the --

6 Q. No.

7 A. I'll get his name. I don't remember his
8 name.

9 Q. Okay.

10 A. But I know him.

11 Q. Okay. My question is -- you said it came
12 all the way off. How did it get back up here?

13 A. If you're asking me that question, whoever
14 took that picture, that picture must have come from
15 where they were, the maintenance men or -- because the
16 maintenance men came out and they got my mat from the
17 bottom of the steps.

18 Q. The maintenance man picked it up from the
19 bottom of the steps?

20 A. And they waited a week later.

21 Q. So --

22 A. It had been off for a week.

23 Q. It was off for a week?

24 A. Yeah. They came back.

25 Q. So you're saying this picture on July 11th

1 is not accurate?

2 A. No. That mat was all the way off my thing.
3 They came out there and put that -- they had to take
4 that mat off and get that mat off the floor. The
5 ambulance man stood the mat up to the wall (indicating).

6 So see what I'm saying? All kind of
7 crossed up stuff. That mat was off of there, the
8 ambulance man came and he picked it up off the floor and
9 he set it up on the wall.

10 And when I got home, I had been home for
11 three or four days and that mat still was off. They
12 waited four days to come fix it.

13 Q. So you're saying this picture from the --

14 A. No, that ain't it.

15 Q. You're saying that's not accurate?

16 A. No. That's not my step.

17 Q. Okay.

18 A. It might be my step, but that ain't how my
19 mat was on there. My mat was all the way off.

20 Q. Okay. And...

21 A. I'm not understanding where you're getting
22 this picture from, because my mat was all the way off.

23 Q. It was all the way off?

24 A. Yeah.

25 Q. Okay. Okay.

1 A. And when they came back, it was back like
2 this when they repaired it back.

3 Q. Okay. You said you wanted a question for
4 clarification. Go ahead.

5 A. The question I had was I'm not
6 understanding where you got this picture from, because
7 my mat wasn't even on.

8 Q. Okay.

9 A. When I left to go to the hospital, my mat
10 was all the way off.

11 Q. Well, it says, "Insured." "Insured" would
12 be the Housing Authority. Just for clarification,
13 that's what --

14 A. So when you're saying, "Insured," that
15 means that this is the mat they came back and -- this is
16 the one they came back and fixed?

17 Q. This picture was taken by the Housing
18 Authority --

19 A. No.

20 Q. -- on July 11th.

21 A. Well, ain't no mat on there.

22 Q. Okay.

23 A. That's something they put themselves.

24 Q. Okay.

25 A. There wasn't no mat on there.

1 Q. And I'll show --

2 A. I gave him a picture (indicating). I don't
3 know what he's done with it.

4 (Plaintiff's Exhibit Number 9, 7/29/2013
5 Color Photograph Number 5 Taken by Marty Roberson, was
6 marked for identification.)

7 BY MR. DAVIS:

8 Q. I'll show you --

9 A. Because the mat was off.

10 Q. Okay. I'll show you what's marked as
11 Defense Exhibit Number 9.

12 And this is appears to be a picture taken
13 by a Marty Roberson, I think who works for the insurance
14 company, on July 29th showing it was fixed. You said it
15 was fixed sometime --

16 A. He came back and fixed it, and when he took
17 that particular picture, he did not take -- when he took
18 pictures in front of me, it wasn't no mat on there. So
19 what happened to those pictures?

20 Q. Okay. So someone took pictures in front of
21 you --

22 A. Yeah.

23 Q. -- when there was no mat?

24 A. They waited until -- they couldn't come
25 until I got from the -- until I got home.

1 Q. And who was that person?

2 A. I can't think of his name. I know it.

3 It's on the tip of my tongue. Mr. Dunlap didn't fix my
4 steps then. This was the other guy, kind of chunky guy.

5 I'll get his name. I'll call Walter, and
6 Walter will know his name. I can't remember his name,
7 but I can remember him. I'll find out his name if it
8 comes down to it.

9 But I just haven't been back over you know,
10 since that happened. I pass through it. But I see him
11 all the time at the stores over there.

12 I know maybe three or four of the
13 maintenance men, but I just never knew all of them by
14 name. But this particular one, me and him have always
15 been laughing in all the ten years I've been out there,
16 and I can't call his name for nothing. I can't remember
17 his name, but I remember the face.

18 Q. Okay.

19 A. And he's the one that took the picture.

20 Q. Okay.

21 A. As a matter of fact, he brought another guy
22 with him.

23 Q. Okay.

24 A. And when I was in there that day he took
25 the picture, it wasn't nothing that -- it wasn't no way

1 in the world he took the picture of a naked step. Then
2 he repaired them steps, it must be. I don't know how
3 and when. They must have went into another apartment
4 and got this picture right here, because I was never
5 home when they came.

6 When they did my repairs, they took no
7 pictures. When they did my repairs -- when they came
8 and took the picture, they came back a couple of days
9 later and did the repairs. No step was never half the
10 way on the mat. It was all the way off the floor.

11 They had to put that mat and take that mat
12 from down there and put it back up there. As a matter
13 of fact, he picked it up off the floor. So how this
14 right here came about right here -- and I never did keep
15 my steps dirty because all my steps was shining.

16 Q. Okay.

17 A. So this must have been one of the other
18 apartments, because I never kept all this dirt on my
19 step.

20 MR. DAVIS: Okay. Thank you.

21 (Defendant's Exhibit Number 10, Columbia
22 Housing Authority Work Order 533572 for Crystal F.
23 Clark, Allen-Benedict Court, Apartment L-1, 7/26/2013,
24 was marked for identification.)

25

1 BY MR. DAVIS:

2 Q. I'll show you what's been marked as Defense
3 Exhibit Number 10.

4 And can you flip over to the second page of
5 it?

6 A. Oh, second page?

7 Q. Yes.

8 A. (Complying.)

9 Q. And can you read that handwriting saying
10 what they did on --

11 A. Which one, the middle right here or here
12 (indicating)?

13 Q. In the middle, the handwriting on --

14 A. In the middle?

15 Q. Yes.

16 A. "Smoke detectors checked. Fire
17 extinguishers. GFI, all of them."

18 Now, all these little words, I need help
19 with.

20 Q. Does it say --

21 A. Steps.

22 Q. -- "Replace the rubber coating --

23 A. "Glue."

24 Q. -- on step"?

25 A. I don't know which step it was that day. I

1 just can't remember.

2 Q. This is on 7/30.

3 A. 7/30? Up here (indicating)?

4 Okay. Right there. Okay. Uh-huh.

5 Q. Okay. And this is about three weeks after
6 the incident. Did it take them three weeks to fix the
7 thing?

8 A. This here date on here was three weeks
9 after, right?

10 Q. Yes.

11 A. Like I said, I can't remember two years
12 ago. It had been a minute before they came and fixed
13 them.

14 Q. It was a while?

15 A. Yeah. They took their time, and that's
16 what really humiliated me and really upset me. They
17 took so long to come fix it after I had fell.

18 Q. Okay. Okay.

19 So you're saying all that time, that three
20 weeks --

21 A. My answer to you -- I can't -- I don't know
22 if it was two weeks, three weeks. I'm not sure, but it
23 took them a while to come. I want to say around about
24 maybe. I can't guess and say it was the 10th or the
25 9th. I don't know, but I do know they took a while.

1 And that really upset me because they took
2 a while to come after the fact. Not even just that,
3 they never came over there at all. Just to take the
4 pictures, and that was it.

5 Q. Okay.

6 A. My answer to you, I can't -- it's been a
7 minute.

8 Q. Do you ever recall talking to anyone from
9 an insurance company?

10 A. No one ever came to me and talked to me
11 about anything.

12 Q. You don't remember talking to a person
13 named Marty Roberson?

14 A. From an insurance company?

15 Q. Or from a company called Adair Horne &
16 Associates?

17 A. Not pertaining to this case. Not to me
18 falling.

19 Q. Right.

20 A. I never.

21 Q. You never talked to anyone --

22 A. No, nobody from there.

23 Q. -- about this case, gave no statement to
24 anybody?

25 A. No, no one.

1 Q. Other than your lawyer. Your lawyer is the
2 only person you talked to?

3 A. I called around that day trying to find me
4 somebody, and a friend of the family, his family that
5 knew Matthew's family, had knew Mr. Johnny and
6 figured -- because I felt like I shouldn't have to pay
7 these hospital bills, and I didn't have the money to pay
8 it because I didn't make myself fall.

9 Q. So --

10 A. And they said maybe he would contact him
11 and he maybe could help you.

12 Q. Okay. But no other person? No statement?

13 A. If I did -- I'm going to be honest with
14 you. I called lawyers on the phone, but I never went to
15 go by their office about my case.

16 Q. Okay. So --

17 A. Never. So if you've got it down there,
18 then they're lying. I might have called them.

19 Q. Did someone come to your apartment and talk
20 to you?

21 A. An insurance company pertaining to?

22 Q. This case. On August 9th, 2013, about a
23 month later.

24 A. Did anybody come talk to me? I can't
25 remember.

1 Q. You don't recall --

2 A. I don't ever remember talking to nobody.

3 Q. You don't remember telling someone you
4 might have been carrying a soda and a cell phone in your
5 hand when you fell?

6 A. Not really. You know what? I can't
7 remember.

8 If you go back, I might have had something
9 to drink. I always had something to drink in my hand.
10 But I had a wallet and maybe that day I may have had a
11 little soda can, a soda or something.

12 Q. And your phone --

13 A. I didn't have a canned soda in my pocket
14 that day. I didn't. I never had a soda, nothing to
15 drink. No wet materials in my hand.

16 I just had my wallet and my phone. That
17 was it.

18 Q. In your hand or in your pocket?

19 A. I left my Kool-Aid that I had in the cup up
20 on the counter.

21 Q. Okay. I mean, so your phone was in your
22 pocket or in your hand?

23 A. I didn't have no soda in my hand. I didn't
24 talk to no insurance company about I had a soda. The
25 answer is no.

1 Q. I mean, and your phone was in your pocket
2 or in your hand?

3 A. It was in my back pocket, not in my hand.
4 My wallet was in my right hand.

5 Q. And --

6 A. In this hand over here (indicating.)

7 Q. And you --

8 A. The other hand was on the balcony.

9 Q. And you did all that falling and your phone
10 wasn't broken?

11 A. I don't see how my phone could have gotten
12 broken in my back pocket.

13 Q. What kind of phone did you have?

14 A. I have a flip, one of the old-type phones.

15 Q. A flip phone?

16 A. I don't do hi-tech. I just use an old
17 telephone, the ones that you close.

18 Q. You had a flip phone?

19 A. One of them old -- yeah. The little black
20 one with the rubber on the outside. One of the old
21 phones.

22 Q. Okay. And nothing cracked?

23 A. No. I didn't have a screen phone to crack
24 because I don't buy those kind.

25 Q. Okay.

1 A. I just buy the old regular flip. The one
2 you close up.

3 Q. Okay.

4 A. I put it in my back pocket.

5 Q. Okay. Do you still have that phone?

6 A. Lord no. I've had several darn phones.

7 They give out them free ones too. I've been getting
8 them too, and that phone might have had a -- Lord no.

9 That phone probably -- actually, I think
10 somebody might have took my phone. I lost it somewhere.
11 But I don't have that particular phone, but it's the
12 old -- the ones that came out a long time ago before
13 they had these other ones. The old ones and you open it
14 up.

15 Q. Okay. All right.

16 A. No computer thing.

17 Q. Okay.

18 A. Just a regular old phone.

19 Q. And the battery didn't pop out or anything?

20 A. No. It was in my -- I wear my jeans kind
21 of tight, so my -- it held in my pocket pretty good.

22 Q. And you didn't crush it?

23 A. No. If it would have fell, I don't think
24 it would have broke because the way it's -- they type of
25 phone I had.

1 Q. And the steps are made of concrete?

2 A. Them steps are made of wood.

3 Q. Wood?

4 A. I don't know. I've never known them steps
5 to be no -- that ain't no concrete.

6 Q. They're not concrete?

7 A. No. They're just wood. It's just wood.

8 Q. Okay.

9 A. That's why I said, "Who puts glue on wood?"
10 It's wood.

11 Q. Okay.

12 A. If it's concrete, I never knew. It looked
13 like wood to me.

14 Q. Okay.

15 A. But it might be concrete under the base of
16 the glue. I don't know.

17 Q. Okay.

18 A. I'm not good on carpentry, so I don't know.
19 But it looks like it's just -- the way the paint --
20 because the paint is brown, so it just looks like it's
21 just wood steps to me.

22 Q. Okay.

23 A. And if it's concrete underneath the base of
24 the mat, I wouldn't know. Maybe. Maybe.

25 MR. DAVIS: Okay.

1 (Defendant's Exhibit Number 11, Columbia
2 Housing Authority 2012 Work Order Requests for
3 Crystal F. Clark, Allen-Benedict Court, Apartment L-1,
4 was marked for identification.)

5 BY MR. DAVIS:

6 Q. I'll show you what has been marked as
7 Defense Exhibit Number 11.

8 And this is -- we showed you the summary
9 earlier, and this is the detail on all of the work
10 orders for L-1. And if you can flip through here and
11 see if you can find anything in there about some steps,
12 I would appreciate it. You know, this is the further --
13 we gave you the summary.

14 A. Okay. What area are we looking for the
15 steps? In this area? This box here (indicating)?

16 Q. You would look under where it says work to
17 be done or labor. You can look under labor, and you can
18 tell everything they did. Do you see anything about
19 step repair in there?

20 These are all the work orders for 2012, the
21 detailed sheets for each --

22 A. Would these be my inspection sheets or my
23 work orders that I called in?

24 Q. The summary that we gave you earlier on
25 Exhibit 3 or Exhibit 4 that Mr. Watson identified, this

1 is now the detailed breakdown for each date.

2 A. Right here at the bottom? Right here
3 (indicating)?

4 Let's see. Okay.

5 Q. If you could flip over, each thing
6 represents a different day of service.

7 A. Okay.

8 Q. And if you could please point out to me
9 where you said anything about steps in there. All of
10 these repeated calls you made about steps, if you can
11 please show me. Just show me one.

12 A. Start on -- right here, right (indicating)?
13 Okay. Right here (indicating). This is one of them
14 right here.

15 Q. Which one?

16 A. On the first page, underneath -- I don't
17 know what date it was done on, but if you'll come down
18 to the -- where it says to repair the handles and
19 faucet, underneath that.

20 Q. Okay. What is there about steps?

21 A. I mean, that's where all the stuff is at,
22 right?

23 Q. Yes. But where does it say anything about
24 repair steps?

25 A. I don't know how they label it, whether

1 it's mat, steps. I don't know how they label it, so...

2 Q. Anything on there about mats or steps?

3 A. If it is, I don't understand it.

4 Q. And this is a --

5 A. Again, I don't understand it.

6 Q. If you can flip each page, there's a number
7 of different days on there --

8 A. Okay.

9 Q. -- and if you can see anything in there
10 about some steps or your mats or anything like that.

11 A. Carpentry. Range repairs. Carpentry. I
12 don't know if that's what they call it or not, carpentry
13 or whatever. Maybe twice here, but I don't know what
14 they call it.

15 When I call, I always say my mat is coming
16 up. I don't know what they would label that. So you're
17 asking me to look at something that I don't know how
18 they would label it by name is what I'm trying to say.
19 So I'm confused.

20 I always call it in as a mat, floor mat --
21 I mean, step mats. They may put it down as something
22 else. So if they're calling it carpentry, I don't know
23 what they call it whenever they label it. So you see
24 what I'm saying?

25 I don't understand you when you say that,

1 because the only thing I'm going to know about is mat.

2 Q. Okay.

3 A. I don't know what they call these things
4 right here --

5 Q. Okay.

6 A. -- is what I'm trying to explain.

7 Q. Okay.

8 A. But I would call it just a step mat. I
9 mean, but they don't put it down here like that. So if
10 they labeled it another name, I'll be confused. But
11 I've called in a lot of work orders from my steps.

12 Q. Okay.

13 A. So I don't know what they -- what name they
14 would put it down in -- you know, on paper. You're
15 asking me to look for something that I wouldn't be able
16 to -- if they say "carpentry," maybe I'm thinking that's
17 what it is.

18 Q. Okay.

19 A. So could you just help me with that,
20 because I'm a little bit confused.

21 Q. Okay.

22 MR. DAVIS: I'm going to mark another one.

23 (Defendant's Exhibit Number 12, Columbia
24 Housing Authority 2013 Work Order Requests for
25 Crystal F. Clark, Allen-Benedict Court, Apartment L-1,

1 was marked for identification.)

2 THE WITNESS: I'm just confused.

3 BY MR. DAVIS:

4 Q. I'm going to help you.

5 A. Please help me understand it.

6 Q. I'm going to help you.

7 A. Okay.

8 Q. I'm going to help you.

9 Let's flip over to the third page.

10 A. Oh, this is another one?

11 Q. Okay. Yes. This is Defendant's Exhibit

12 Number 12.

13 A. Do you want me to keep the first one? It's

14 11 or Number 12?

15 Q. Let's look at Number 12.

16 A. Okay.

17 MR. DAVIS: Did I give you one, Mr. Watson?

18 MR. WATSON: Uh-huh.

19 MR. DAVIS: For 13?

20 MR. WATSON: 12.

21 THE WITNESS: Okay.

22 MR. WATSON: The last one was 12.

23 MR. DAVIS: Yes, okay. Yes.

24 Q. Let's see. Let's flip over to the third

25 page.

1 A. (Complying.)

2 Okay. Third page.

3 Q. The third page.

4 A. Uh-huh. One, two, three.

5 Q. And what does it say under instructions?

6 Can you read that? This is on April 18th.

7 A. "Instructions"? Point again. Point again.

8 Q. Where it says instructions at the top --

9 A. Uh-huh. Now I see that.

10 Q. What's the last thing there say?

11 A. "Bathroom."

12 Q. No. In the last thing. Does that say,

13 "Repair loose steps"?

14 A. Uh-huh.

15 Q. That's April 18th, 2013.

16 A. April 18th, 2013?

17 Q. Yes.

18 A. That was not when I fell.

19 Q. No. I mean, you said you had made some

20 other complaints about the steps.

21 A. Before that.

22 Q. Yes. Okay.

23 A. You mean, when they came in two-thousand --

24 the 18th? But I'm not confused. They must have come

25 later, a week or two later. I don't know how long it

1 took them to fix it.

2 I can't tell you the exact date, but they
3 did not come the next day when it happened. And they
4 did repair my steps, but they repaired my steps, as a
5 matter of fact, when I was in there.

6 Q. Okay.

7 A. So when he took this picture right here, he
8 only took them because he was placing the mat back on
9 the steps.

10 Q. Okay. Now let's look over to another page.

11 A. Uh-huh.

12 Q. And --

13 A. I see now.

14 Q. And this is April 2013.

15 A. The same thing right there that you had on
16 the first page.

17 Q. Okay.

18 A. This is the same thing.

19 Q. Okay. Okay.

20 Now, you said you were having --

21 A. Turn it over or that's it?

22 Q. I'm just pointing those out to you.

23 As we looked through 12 we couldn't find
24 anything about steps. So you said you were having
25 problems off and on about steps in two thousand -- you

1 know, your whole time there.

2 A. No. I didn't ever tell you the whole time
3 I was there. I said occasionally the steps would come
4 up. They're constantly coming means -- to me, that
5 means they don't come up every day. They don't come up
6 once a month.

7 Q. But constantly?

8 A. Maybe two, three -- yeah -- four, or five
9 months down the road a step might come up. It ain't
10 like they was coming up all the time constantly, but
11 they don't stay down like they're supposed to. It would
12 be different ones.

13 They'll fix this one, step one or maybe
14 step three. Two or three months later, the ones at the
15 bottom would come up or the same one would come back up
16 because they've been packing the glue on top of the --
17 on the same -- they don't scrape that stuff off. They
18 don't sand it.

19 I don't mean -- the question you asked was
20 one question, and I was going into detail, and I
21 shouldn't. But they just sit there with glue after glue
22 after glue after glue after glue, and that's probably
23 why they don't stay down.

24 Q. Okay.

25 A. That's why I try not to put water --

1 sometimes I take a rag and go down there and wipe it
2 down, you know.

3 Q. Okay. So basically you had one complaint
4 about steps --

5 A. And it's not on the -- on here.

6 Q. -- and it was done --

7 A. They took it out of there.

8 Q. -- and it was done prior to. Looking at
9 the --

10 A. I had my steps done prior to me falling.

11 Q. Right.

12 I mean --

13 A. Yeah.

14 Q. And this is saying this was done, you know,
15 sometime -- April 17th, April 18th.

16 A. Yes, sir. I've called them for -- and it
17 wasn't the same step. I don't know if they label it or
18 not, whether it was step one, step two, step three. I
19 don't know if they do that. I'm not sure.

20 And I'm not there to see if they're typing
21 it in when I call, because I'm calling from my house.

22 Q. Okay.

23 A. And sometimes I walk to the office if I
24 have real major problem.

25 Q. And you had gotten that eviction --

1 A. But I can't see.

2 Q. And you had already gotten that eviction
3 letter in March.

4 A. Huh?

5 Q. And the first time you report -- you know,
6 you got the eviction letter back in March.

7 A. I didn't get my eviction letter until --
8 let me tell you. I was done real dirty.

9 Q. Well --

10 A. I didn't get my eviction notice -- you
11 asked me a question and let me finish it.

12 Q. Please do. I'm just looking through --

13 A. I didn't get my eviction notice until the
14 end.

15 Q. Okay.

16 A. It was four months later. They only gave
17 me a note saying that I -- they gave me a letter, the
18 letter you showed me back here, that I would have to
19 probably be vacated. This letter that you showed me, it
20 was not an eviction notice. It was a letter from them
21 saying that you may be -- vacate. We want you to vacate
22 the unit, I guess, after the grievance was over.

23 And when the grievance was over, when we
24 got to the grievance, as a matter of fact, I fought
25 them. I went to the downstairs -- person downstairs,

1 which would be I guess the person that's assisting over
2 housing, then I had to go upstairs.

3 But when I'd seen Mr. Walker downstairs, he
4 then told me, "Okay. Well, we had a big old meeting.
5 We'll go to a grievance upstairs."

6 So it had been a minute before I even got
7 an eviction notice.

8 Q. Okay.

9 A. I already had put in my mind that I had to
10 move because they found my son when my son ran in my
11 house.

12 Q. Right.

13 A. I already prepared myself.

14 Q. But you got this --

15 A. So you're asking me a question about an
16 eviction. No, I didn't ever get one until later on.

17 Q. But you got this correspondence on
18 March 11th?

19 A. Regardless of it, I got this right here.

20 Q. On March 11th, 2013? That's the date,
21 3/11/13?

22 A. I'm going to tell you the truth. I can't
23 remember. If you're asking me to remember the dates,
24 that's going to be a problem. They did -- gave me a lot
25 of papers, and I signed it.

1 Q. Okay.

2 A. Because I knew I had -- about my lease.

3 Q. Okay. Okay.

4 And then so the first time you --

5 A. I didn't violate it. My son messed me up.

6 Q. So the first time you reported steps was

7 after you -- is it true, based on upon these

8 documents --

9 A. No, that's not true.

10 Q. Okay. Based upon the documents, the first

11 time you reported the steps is after you knew you were

12 already being evicted.

13 A. I did not wait until I was evicted to

14 report those steps. I didn't know I was being evicted.

15 Q. I mean --

16 A. I had an accident that day. I didn't wait

17 until I got evicted to report about a step. I've been

18 reporting the steps before I even -- before the police

19 even came to my house, I've been having this problem

20 with the steps. This has been going on from H-12.

21 I've been out there ten years, and I don't

22 understand if they've got -- they've got no record of me

23 having my steps fixed from apartment H-12 to L-1. I've

24 been there almost ten years, so why would I wait five,

25 eight years down the road and make a statement about my

1 steps now that I'm being evicted?

2 Q. Were you up for evict before?

3 A. No.

4 Q. Was this the first time you were up for
5 eviction?

6 A. I went through a grievance before on
7 another incident.

8 Q. Okay. And what happened with that one?

9 A. It wasn't nothing to do with me. It was
10 something to do with my kids and coming on that
11 property. They told them to stay off the property.

12 Q. Was it drugs again?

13 A. No. If he had drugs on the property, it
14 wasn't at my house. It was outside in the streets
15 somewhere.

16 Q. But in the prior incident --

17 A. It wasn't nothing to do with me.

18 Q. It was your place and your son was using
19 drugs?

20 A. -- it was always outside they got in
21 trouble.

22 Q. Okay.

23 A. That one time.

24 Q. Okay.

25 A. That one time. The incident that happened

1 with my son was on the inside because I basically didn't
2 let my kids come there, but I'm their mama. I ain't got
3 but two kids. They're going to come see their mama.

4 And I was planning to move because I didn't
5 want to have to live someplace and my children couldn't
6 come to see me. I've got six grandbabies. So I had
7 already planned to move before all this even happened.

8 So, you know, I mean, they made mistakes
9 and that had nothing to do with my situation with me
10 falling, you know. When they came to see me I knew I
11 was ready to move so I could let my kids come. Those
12 are my kids.

13 But I just didn't want to keep them going
14 to jail just to see they're mama. But that ain't the
15 only place they've been on the property. They be all
16 over the place around here, so they ain't just out in
17 Allen-Benedict Court. They've been everywhere around
18 there.

19 But I had already planned to move anyway.
20 I had already gotten me a place before I even went
21 through all this.

22 Q. And so you --

23 A. I had already gotten a place before I fell
24 or anything, because I was tired of my children coming
25 in there and they were calling the police on them, if

1 you want me to give you the answer. But as far as me,
2 the eviction notice and all that, I hadn't even gotten
3 an eviction notice, and I thought I was okay. I thought
4 they was going to let me be out there. And I fell.

5 I never got an eviction notice. If you got
6 that paper saying that, then I don't know where -- all
7 these falsified papers you're getting about those work
8 orders and all this here, I don't know where you're
9 getting them from.

10 Q. Okay. Falsified?

11 A. If I did -- yeah. I think they went in
12 here and took a lot of stuff out.

13 Q. They took stuff out.

14 A. Yeah.

15 Q. Okay. Do you have any evidence?

16 A. My evidence would be those maintenance men.
17 If I could subpoena them, then that's what it is. And
18 these people out here and my niece and then people that
19 come visit me that had been in my apartment way -- a
20 year before this happened, they'd been doing step
21 repairs.

22 Q. Okay.

23 A. I wouldn't fall because I was being
24 evicted. I've got too much family here that would let
25 me come in and live than worry about a place to stay.

1 My mama left her house, so I wasn't worried about no
2 eviction notice.

3 Q. Now, who said you fell because you were
4 being evicted?

5 A. Because I felt like the question that
6 you're asking me -- and I'm going to say it under oath.
7 The question that you're asking me, I'll say that, in
8 their defense, they felt like because I was being
9 evicted out of my apartment, I would use that for an
10 excuse to fall down my steps. I wouldn't make myself
11 fall down the steps.

12 Q. And that's your own impression. No one --

13 A. No, because I had already -- God had
14 already --

15 Q. Those are your words.

16 A. God gave me a sign on the way before I got
17 here that I was going to be asked how many times has the
18 police been to your house. I'm not being funny, sir.
19 This is how I feel.

20 Q. Okay. So --

21 A. That's what made me break down in that room
22 right there (indicating).

23 Q. Yes, ma'am.

24 A. I knew that they would use that in their
25 defense. Oh, her son got her evicted. She probably

1 went and tried to mix in that she fell. There ain't no
2 point in falling on my steps just to keep no place to
3 live or to try to sue nobody for nothing. I fell.

4 Q. Who said you did that?

5 A. I feel like that. I never said that you
6 did that. I never said -- I felt like, to me, that was
7 going to be their defense, to say that I -- that my son
8 did the drugs. The drugs. The drugs didn't have
9 nothing to do with me falling.

10 Q. Okay.

11 A. I just -- you know, that's what they felt
12 like. She's going to be -- I feel like -- the hurt I
13 feel inside me today, I feel like it's emotional for me
14 when you ask me those questions, because I feel like
15 they felt like because they evicted me, I just went and
16 made myself fall. I didn't do that for that reason. I
17 fell down them steps, and I had already prepared myself
18 to get a place to live.

19 So me falling down the steps, making that
20 up for a place to live when I already had -- my
21 friends and my boyfriend was there for me, my family. I
22 had money saved up if anything ever came to where I had
23 to move. In my mind, I already was going to move
24 because I got tired of my son coming to see me.

25 I was having little newborn grandbabies.

1 I've got four. Well, as a matter of fact, two
2 grandbabies who ain't a year old yet. Hell, they
3 couldn't come and see me because those are my son's
4 children and their girl is with them, they're wife is
5 with them, and they can't bring the children to see me.

6 So I had already prepared to get a place.
7 I had already got a place before the police even came in
8 my house. I just hadn't moved yet.

9 So I feel like, in my heart, that they used
10 that as a weapon against me to say, okay, how many times
11 have you been there for drugs, or how many times have
12 you ran your kids off. That ain't got nothing to do
13 with me falling. Today, I'm trying to -- this has
14 nothing to do with me falling.

15 Q. All right. Now, did someone from --

16 A. And when you ask me those questions, you
17 make me feel like that you're. So if that's not what
18 you're doing, then maybe I'm wrong. But that's how
19 you're making me feel.

20 Q. Did anyone from the Housing Authority ever
21 accuse you of falling on purpose?

22 A. No.

23 Q. So why would you think that?

24 A. Because I just felt -- a feeling came over
25 me when I had got the paper from Mr. Watkins. And when

1 he was asking me, he said, "They're going to ask you
2 those kind of questions, how many times the police has
3 been in your house and -- how many times this and how
4 many times that."

5 That ain't got nothing to do with me
6 falling. I ain't going to make myself fall down them
7 steps. And when they went and took all this stuff out
8 of this work order -- I had them steps fixed more than
9 20 times, and I can't believe those papers said I never
10 have.

11 Q. More than 20 times?

12 A. Yeah.

13 Q. Those steps have been fixed more than 20
14 times?

15 A. Probably a little less, but numerous times.
16 And for you not to have it on this paper, they took it
17 off the paper.

18 Q. They took it?

19 A. Yeah.

20 Q. So you're saying the Housing Authority --

21 A. I remember every maintenance man that fixed
22 my -- I didn't mean to get loud. I'm mad now. But
23 every maintenance man that came in my house and fixed
24 it.

25 Q. And you said Dunlap and who else?

1 A. I can't call him by name, but I'll get his
2 name. I can get my daughter to go up because she knows
3 them. She can go on the property and give me every one
4 of their names, because she knows them by face too.
5 Because she's been there when they come and fix them.

6 Q. And so you're saying that the Housing
7 Authority --

8 A. And I feel like they just -- because we
9 can't see them over the phone when they type this in.
10 But every time I do a work order, I'm not -- I don't go
11 across the street. I call in.

12 Q. So you're saying the Housing Authority --

13 A. And when this happened, I told my daughter.
14 I said, "I bet you when I get in front of those people,
15 they ain't going to have none of them work orders on
16 that paper."

17 And for you not to have nothing in here
18 where I had them done way before now, then they took it
19 off. They went in their computer and changed something.

20 They normally take it and write a sheet,
21 take a sheet like a check receipt thing. I do know
22 that, because I know some people that work over there,
23 and I've been asking. I've been doing some
24 investigation myself about how do they do those work
25 orders. They don't type them in all the time.

1 They take it and write it on a slip and put
2 it in a darn box. In a box. So when they knew I had
3 this thing here going with me falling, they took it all
4 out of the records. I've been staying there for ten
5 years, and I've had them steps fixed from H-12 to L-1.

6 It always happened with my sinks leaking,
7 the faucet coming off, replacing the stove, everything,
8 the floor mats coming up. The apartments are old. And
9 I ain't the only one that had problems with the steps
10 out there.

11 And they had more than one person that's
12 probably had accidents. I know Willie Camden fell on
13 them and all kinds of stuff. So when you talk about me
14 just falling down the steps, I feel like they're using
15 the police for an excuse or an eviction notice. I ain't
16 going to fall down no steps and make this up and waste
17 my time when I've got other things to do.

18 If I pull my pants up right now, you'd see
19 my legs and stuff, how much I've been swelling ever
20 since this. You wouldn't even go take me through this.
21 I really fell. I didn't have nothing broke on my body,
22 but I had -- my tissues and stuff was sore.

23 Q. Right.

24 Now --

25 A. So I ain't going to make up nothing. I

1 ain't going to make this up. And I'm mad about those
2 work orders, because somebody did something somewhere
3 with the work orders.

4 And you can take me out of this to another
5 room, and I guarantee you, they'll probably give you the
6 same questions (sic), because she's been there more than
7 one time and saw them do my steps. Him too
8 (indicating). My niece too.

9 My other niece -- well, she moved to
10 Atlanta, but my brother came out there and they were
11 doing steps. It might have been two thousand -- it
12 might have been a year later, because I've been in
13 L-1 -- I'm not sure. Maybe over two or close -- it
14 might be three. I'm not sure. I don't remember how
15 long, but I've there for a while.

16 But I've been in the other apartment over
17 there, oh, Lord, about eight, nine years. I know I
18 called over there about eight, nine times over there,
19 maybe more. Them steps don't never stay down.

20 When they did this picture right here, it
21 really pissed me off, because that man that was in my
22 apartment, I remember him, that fixed -- is it in here,
23 the picture? That man who was in my apartment and he
24 did this right here, he's a liar. That mat wasn't even
25 on there. That mat came all the way up.

1 But they don't normally come all the way
2 up. But they're packing glue, just packing glue on the
3 floor. Because I'm always seeing -- I don't ever see
4 them scrape it off when they come and repair it, because
5 sometimes the same step will come up.

6 In my mind, I can't remember which one of
7 the darn steps it was. It was always -- I always report
8 them when they come up.

9 Q. Okay. And you didn't pry that loose
10 yourself?

11 A. No. There's no way.

12 Q. How about anyone --

13 A. Some of them mats come up. The come all
14 the way up.

15 Q. How about Mr. Dawson? Did he pry those or
16 your son?

17 A. No.

18 Q. Did anybody else?

19 A. Mr. Dawson ain't even got a jail record.
20 He's scared to run and get a ticket.

21 Q. No. I didn't ask --

22 A. So he wouldn't just sit there and pull it
23 up.

24 Q. Okay.

25 A. He's just a scary chicken to do anything

1 wrong.

2 Q. So how about your goddaughter? Did she
3 pull it up?

4 A. No, never.

5 Q. How about Troy or Lionel? Could they have
6 pulled it up?

7 A. No. They wasn't coming in my house a lot,
8 because they were sneaking by. They would come very
9 seldom, because Troy eventually had got his own place
10 and Lionel too. But he had been dating a girl out
11 there, so I guess she snuck him in her apartment and
12 they had their little stuff up the street.

13 But the question you asking me, no. My
14 kids wouldn't do that. They're not that type of person.
15 They wouldn't just pull my steps up and make it for
16 their mama to fall, I wouldn't think.

17 I don't think they would do that just for
18 me to fall. I'm all they've got.

19 Q. Okay. So, Ms. Clark, I just want to follow
20 up with just a couple of follow-ups.

21 As a result of this accident, what current
22 injuries do you have?

23 A. You mean, as of now? Am I well?

24 Q. Yes.

25 A. I think that I'm well in my back area. My

1 neck and everything is doing okay, but I just --
2 sometimes I have a little problem when I sleep on a
3 certain side in the house with some way I fell over
4 here. I have to sleep a certain way, but some nights I
5 do all right. But some days I get these catches in my
6 neck or something.

7 But my knees -- I mean, I don't understand
8 why my knees -- maybe it's coming from something else.
9 I don't know, but ever since I fell, I've been having
10 this leg over here swollen up on me.

11 Q. And --

12 A. And I've been back to the hospital for it.

13 Q. Have you had any other injuries since this
14 one? Any other incidents? Car accidents? Falls or
15 anything?

16 A. No. I don't -- I'm not a fall-type person.
17 I'm an energetic person always walking and always doing
18 something and being -- I'm a very careful person.

19 Q. Okay.

20 A. But that particular day, I just happened
21 to -- I fell, and that's something -- I ain't never had
22 no problems falling.

23 Q. And --

24 A. I'm stable on my feet. I don't drink no
25 alcohol or nothing.

1 Q. Now --

2 A. So I wasn't drunk.

3 Q. So going back to 2011, having read this
4 stuff, do you have any recollection of what you might
5 have been tested for, you know, on your back in 2011?

6 A. Have I been tested for anything on my back?

7 Q. Right.

8 I mean, the ER report mentioned that you
9 had some issues with your back going back to 2011.

10 A. When I had those issues with my back, it
11 wasn't on this side. I had some breathing problems that
12 was making me feel like my back was hurting up in here,
13 down in the middle. But it's just like I couldn't catch
14 my breath, and I told them it feels like it's in my
15 back.

16 But if that's what they put on that paper
17 right there then -- it wasn't nothing pertaining to my
18 back. It was just when I would breathe in and out, I
19 was having some trouble with my breathing, and it was
20 making my back hurt. But I didn't have no trouble with
21 nothing. I never went to a specialist.

22 MR. DAVIS: Well, Ms. Clark, I --

23 THE WITNESS: And I didn't break nothing.
24 I just had a lot of issues that's ongoing and stuff.

25 MR. DAVIS: Okay, Ms. Clark. I don't have

1 anything further. You can answer any questions

2 Mr. Watson might have.

3 MR. WATSON: I don't have anything.

4 (The deposition concluded at approximately

5 12:03 p.m.)

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CERTIFICATE OF REPORTER

I, Nisha Gordon, Court Reporter and Notary Public for the State of South Carolina at Large, do hereby certify:

That the foregoing deposition was taken before me on the date and at the time and location stated on page 1 of this transcript; that the deponent was duly sworn to testify to the truth, the whole truth, and nothing but the truth; that the testimony of the deponent and all objections made at the time of the examination were recorded stenographically by me and were thereafter transcribed; that the foregoing deposition as typed is a true, accurate, and complete record of the testimony of the deponent and of all objections made at the time of the examination to the best of my ability.

I further certify that I am neither related to nor counsel for any party to the case pending or interested in the events thereof.

Witness my hand, I have hereunto affixed my official seal this 18th of May, 2015, at Simpsonville, Greenville County, South Carolina.



N. Gordon
Nisha Gordon
Notary Public
State of South Carolina at Large
My Commission Expires:
June 14, 2022

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STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

COURT OF COMMON PLEAS
2014-CP-40-07011

CRYSTAL FAYE CLARK,
PLAINTIFF,

vs.

TRANSCRIPT OF RECORD

HOUSING AUTHORITY OF THE
CITY OF COLUMBIA,
DEFENDANT.

October 13, 2015
Columbia, South Carolina

B E F O R E:

THE HONORABLE ALISON RENEE LEE, JUDGE.

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

JOHNNY WATSON, ESQ.
Attorney for the Plaintiff

KENNETH DAVIS, ESQ.
KRISTINA CATOE, ESQ.
Attorney for the Defendant

KAREN AMBROZIAK, RPR
Circuit Court Reporter

I N D E X

(There were no witnesses called.)

E X H I B I T S

(There were no exhibits introduced.)

P R O C E E D I N G S

1
2 THE COURT: The next matter is docket number
3 2014-CP-40-07011, that's Crystal Faye Clark vs. Housing
4 Authority of the City of Columbia. The Plaintiff is
5 represented by Johnny Watson. The Defense is represented
6 by Kenneth Davis and Kristina Catoe; is that correct?

7 MR. DAVIS: Yes, Your Honor.

8 THE COURT: I believe that Judge Benjamin had a
9 conflict on this particular matter and asked if another
10 judge would be available to hear it. It just so happens,
11 I was here and available. So this is a motion for summary
12 judgment that was filed by the Defendant.

13 I did receive the information that was sent to Judge
14 Benjamin. I've had the opportunity to read the motion and
15 the memorandum, as well as the exhibits that were attached
16 and I do have a copy in the file, as well.

17 Is there anything we need to take up before we get
18 started?

19 MR. WATSON: No, Your Honor.

20 MR. DAVIS: Nothing, Your Honor.

21 THE COURT: Okay. I'll be happy to hear from
22 Mr. Davis in this case.

23 MR. DAVIS: May it please the Court?

24 THE COURT: Yes, sir.

25 MR. DAVIS: I'm, again, Kenneth Davis and Kristina

1 Jones Catoe from Boykin Davis. We represent the Columbia
2 Housing Authority in this slip and fall case. This is a
3 slip and fall that occurred within the confines of the
4 apartment leased to the Plaintiff. It's a staircase
5 inside of the apartment and she has dominion and control
6 over that normally.

7 In a slip and fall case on premises owned by the
8 housing authority, the standard for whether we are
9 negligent has to do with whether there's actual or
10 constructive notice given to the housing authority. And
11 the lease between the parties expands that role by
12 specifically placing a contractual duty on the tenant to
13 keep the landlord informed of need of repairs that need to
14 be made to the apartment.

15 So, essentially, this case comes down to whether or
16 not the housing authority received notice of this alleged
17 defect in the staircase which caused the fall by the
18 Plaintiff.

19 THE COURT: And you said -- and you provided
20 documentation that shows, I guess, a ledger that has the
21 notice that was provided by Ms. Clark relating to repairs
22 that needed to be made within the apartment itself. And
23 you've also attached copies of the pictures relating to
24 what the condition was on the day that she allegedly fell.
25 And then after the repairs were made subsequent to being

1 provided notice that she suffered an injury within the
2 unit.

3 In the portions of the deposition seem to, at least,
4 create -- they raise the -- I guess what you put forth is
5 information by her in her deposition indicating that she
6 made these reports and that she repeatedly made reports
7 even though the documentation that you have from the city
8 does not have where those reports or complaints are made.

9 So I guess the first question that comes up is why
10 isn't that a factual issue for the jury?

11 MR. DAVIS: Okay. Your Honor, the factual issue has
12 to be one that's genuine and it has to be one in which a
13 reasonable inference can be drawn that it's a fact issue.

14 Now, under these circumstances, she -- the only
15 evidence we have of these phone calls being made are her
16 responses in discovery and her statement in the
17 deposition, but she cannot relate the date that any of the
18 telephone calls were made. She cannot relate the time
19 that any of these calls were made. She cannot identify a
20 person to whom she talked. She cannot even identify the
21 gender of the person to whom she talked.

22 Furthermore, the record shows that the housing
23 authority had just been in the unit two weeks previously
24 and this was not something that had been reported. We
25 have a two-week window where this damage is alleged to

1 have occurred and she was unable to give any specific
2 information about the call that she made during that
3 two-week window prior to her call.

4 So on that basis, we don't think a reasonable
5 inference can be drawn that she actually made the call.
6 It's only her self-serving statements. They have not
7 deposited anybody. They have not done any discovery. They
8 have not sought to find out from the housing authority who
9 might have been on duty. Anything which -- you know,
10 which would corroborate her call, there's been no effort
11 to do that and there's nothing other than her saying it.

12 Of course, her self-serving statement after the case
13 was filed, certainly, it's in her interest to say it, that
14 notice was given, but if she can't in that two-week period
15 give a date, time, person, the city is then -- the
16 business's practice of establishing a detailed maintenance
17 log, it showed 50 calls in a year-and-a-half time period
18 that she was in this unit.

19 So all the reasonable inferences to be drawn from
20 this record established that she didn't make the calls, so
21 that's why we say that there is no general issue of
22 material fact. It may be some issue of fact created by
23 her self-serving testimony, but not a genuine issue of
24 material fact.

25 THE COURT: In her deposition, does she create any

1 time frame? I notice that there is a reference early on
2 in April, I think April of 2013, in which there is a
3 notation to repair loose steps and, apparently -- and then
4 there's a work order showing that was done and that was
5 performed and that was taken care of.

6 MR. DAVIS: Yes.

7 THE COURT: And there's not any additional
8 information in the records that show that there was
9 subsequent complaints made or issues about the particular
10 stairs until the phone call was received indicating that
11 she had fallen and was taken to the hospital with this
12 injury.

13 So is there no information in her deposition that
14 talks about coming back out if there is still a problem?
15 Are we talking about a different stair? Is there any
16 information along those lines that she discussed in her
17 deposition?

18 MR. DAVIS: In her deposition, again, we asked her
19 about the specific incident. She couldn't -- again, she
20 said she made calls. She threw out a general allegation
21 that people are always having problems with the stairs in
22 the units, but again, that's nothing that's credible,
23 nothing that's backed up. That's just her saying that.
24 There is no evidence aside from her statement that people
25 are generally having problems with the steps. There is

1 nothing that she can point to about a specific fall
2 someone had in a different unit or anything like that.

3 This is -- again, we think those statements are
4 self-serving. They serve her purpose now to say that the
5 general problem with the steps or people are always having
6 problems with that steps and such, but none of that is in
7 the record aside from her statement.

8 Again, there was one stair incident that Your Honor
9 noticed from April. The work order shows that repair work
10 was done. There is no subsequent calls that -- between
11 April and July. There are seven or eight calls about
12 various other issues. So the reasonable inference is that
13 the city maintains again detailed maintenance logs where
14 it shows all the types of repair work done and there's
15 nothing about this particular call that suggest that the
16 city might have omitted.

17 Again, the case has been pending for a year. They've
18 had an opportunity to depose individuals. No one has been
19 deposed, even to ask whether the call might have come to
20 the general office. So what they want to do is create a
21 fact issue based upon her self-serving statement
22 uncorroborated, haven't presented any witnesses to this
23 effect. And so we think all the reasonable inferences are
24 that the notice was not given.

25 I mean, at least, give the duty to her to produce the

1 report of the maintenance issue. And there's a process
2 noted that she says she's familiar with where you make the
3 call to the office and then they come and then they make
4 the report. They do a detailed report for each issue and
5 such. When in an 18-month period, there are 50 different
6 work orders showing work called in and done, it's just odd
7 to us that these calls about the stairs, you know, somehow
8 in July don't appear when the city otherwise had fairly
9 detailed records.

10 And beyond the notice issue, we also believe that she
11 assumed the risk. And the inference is -- even in the
12 light most favorable to Ms. Clark, the inference is drawn
13 to suggest that she assumed the risk. Let's assume that
14 she made a telephone call and it's not in the record. So
15 she's saying that she knows of the defect in the steps.
16 On the day that she fell, she says she descended down the
17 steps knowing the defect was there, went out and got
18 coffee or something, came back, entered her unit, ascended
19 the steps again, again, knowing the defect was there and
20 then came back down another time and that's when she
21 allegedly fell.

22 So any circumstances where she's claiming to have
23 known that there was a defect and she still used the
24 steps, with that knowledge, we would have established the
25 assumption of the risk. And the inferences in that regard

1 suggest that summary judgment should be granted to the
2 Defendant on that basis. So we believe it's a notice
3 issue.

4 There is no genuine issue that should go back after
5 notice because all we have is her self-serving statement,
6 uncorroborated, detailed maintenance log, which doesn't
7 reflect it. So I guess that weight of evidence summary
8 judgment should be granted on the notice issue. In the
9 alternative, on assumption of the risk, she acknowledges
10 how to make a call, the known identified risk and she
11 continued to use the steps without any hesitation.

12 So for those reasons, we believe that the Defendant,
13 Columbia Housing Authority, is entitled to summary
14 judgment as a matter of law.

15 Thank you, Your Honor.

16 THE COURT: Mr. Watson.

17 MR. WATSON: Your Honor, first of all, I'd like to
18 address the issue of the fact that we haven't taken any
19 depositions or anything else. This is a poor lady, who
20 lives in the housing -- actually was evicted from the
21 house or left because she was evicted. She can't afford a
22 deposition. In fact, she can't even afford a copy of the
23 deposition that was taken of her. There's just no funds
24 to do the things. I'd like to do all those things. I'd
25 like for you to tell me how many people have fallen in

1 these apartments before and all that. But again, there's
2 no -- she doesn't have any funds for any depositions.
3 Again, these so-called self-serving statements, those are
4 questions of fact for the jury.

5 As to the issue of assumption of risk, this is the
6 only way this lady can get in her apartment. The
7 stairwells -- if you've ever been to the Allen Benedict
8 Court, they have an apartment unit downstairs and they can
9 enter right there, but for the apartment unit upstairs,
10 you walk into a door and you go up the steps. The only
11 way, no other way to get to that unit. So she has no
12 other choice but to use it. She didn't assume any risk.
13 She had to live.

14 THE COURT: Only one sets of stairs within the
15 building?

16 MR. WATSON: Right. That's the only set of stairs.
17 That's the only way to get into her apartment.

18 THE COURT: Anything further, Mr. Watson?

19 MR. WATSON: Nothing further, Your Honor.

20 THE COURT: Anything in reply, Mr. Davis?

21 MR. DAVIS: Again, Your Honor, again, while it may be
22 a fact issue introduced by the Plaintiff as to whether
23 notice was given, those self-serving statements against
24 the weight of all the other evidence of the detailed
25 maintenance logs and her own inability to identify when

1 she gave notice suggest that no reasonable inference can
2 be drawn that she actually gave notice on these facts.

3 I mean, theoretically, there could be, but on the
4 facts of this case, there's no reasonable inference that
5 can be drawn that she actually gave notice. There is no
6 issue of material fact and summary judgment should be
7 granted in favor of the Defendant.

8 THE COURT: Mr. Watson, what about the statements
9 that she really didn't provide -- at least, from the
10 information that I have, it said she really didn't provide
11 any detail at all with respect to when the complaints were
12 made?

13 MR. WATSON: She indicated during the depositions
14 that she called repeatedly. They told her to just call
15 the office. That was her statement. Again, I don't have
16 a copy of the deposition, but I believe she indicated that
17 she called repeatedly about the steps.

18 THE COURT: And she said -- well, on the excerpt that
19 I have on Page 8, she says, I can't remember what date I
20 reported those steps. She makes -- she seems to make
21 allegations that the housing authority may have destroyed
22 documents or evidence that would support her claim.

23 MR. WATSON: In order for summary judgment, Your
24 Honor, we assume that everything she says was true.

25 THE COURT: All right. I'll review the information.

1 And these are the only pages within the deposition --
2 actually, I would like to get a copy of the deposition and
3 read it.

4 MR. DAVIS: Yes, Your Honor.

5 THE COURT: If you have a condensed version of it or
6 whatever, I'll be happy to look at that. If you have it
7 on disc, you can just e-mail it to the office.

8 MR. WATSON: Thank you.

9 THE COURT: I'll look at it that way.

10 MR. DAVIS: Thank you, Your Honor.

11 THE COURT: And then once I do that, I'll issue an
12 order. It will be a brief order most likely and just be
13 standard form, a couple paragraphs or whatever.

14 MR. WATSON: Thank you.

15 MR. DAVIS: Thank you.

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CERTIFICATE OF REPORTER

STATE OF SOUTH CAROLINA)
COUNTY OF AIKEN)

I, PENNY M. JOHNSON, Official Court Reporter for the
Second Judicial Circuit of the State of South Carolina, do
hereby certify that the foregoing is a true, accurate, and
complete Transcript of Record of the proceedings had and the
evidence introduced in the trial of the captioned case,
relative to appeal, in Court of Common Pleas for Richland
County, South Carolina, on the 13th day of October, 2015.

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

May 13, 2016

Penny M. Johnson

Penny M. Johnson Court Reporter

My Commission Expires: 06/16/2018

MEMORANDA OF LAW

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Crystal Faye Clark,

Plaintiff,

vs.

Housing Authority of The City of Columbia,

Defendant.

IN THE COURT OF COMMON PLEAS
OF THE FIFTH JUDICIAL CIRCUIT

C.A. No. 2014-CP-40-7011

**DEFENDANT'S MEMORANDUM OF
LAW IN SUPPORT OF
MOTION FOR SUMMARY JUDGMENT**

RICHLAND COUNTY
FILED
2014 OCT 13 PM 3:00
JANETTE W. JOHNSON
CLERK

INTRODUCTION

Defendant Housing Authority of The City of Columbia (hereinafter "Defendant"), by and through its undersigned counsel, hereby submits this Memorandum of Law in Support of its Motion for Summary Judgment in the above-captioned action.

Plaintiff, Crystal Faye Clark, asserts a claim for negligence arising out of an alleged incident on July 10, 2013, in an apartment owned by the Defendant, as a landlord, and occupied by the Plaintiff, as a tenant. However, Defendant did not have actual or constructive notice of any defect in the Plaintiff's rented apartment, and Plaintiff has provided no evidence that Defendant caused the damage. Because Plaintiff has failed to produce any evidence in support of her claim against the Defendant giving rise to a genuine issue of material fact sufficient to present to a jury, summary judgment is appropriate pursuant to Rule 56 of the South Carolina Rules of Civil Procedure as a matter of law with respect to Plaintiff's cause of action.

FACTUAL BACKGROUND

Plaintiff rented Apartment L-1 at Allen-Benedict Court from the Defendant and resided at that apartment from January 26, 2012 to July 30, 2013. (Exhibit 1: Plaintiff's Lease for Apartment L-1, pp. 1-6, ¶2; Exhibit 2: Maintenance Report for Apartment L-1). Plaintiff was served with an eviction notice on March 11, 2013, because her son was arrested in her apartment

with illegal drugs in violation of the terms of her lease. (Exhibit 3: Letter from State Constable Willie Bennett, dated March 11, 2013). Plaintiff was subsequently evicted on July 30, 2013. (Exhibit 2).

Plaintiff asserts that she was injured in her apartment prior to her eviction, as a result of a fall, down a staircase located within her apartment on July 10, 2013. The layout of Plaintiff's apartment requires that after opening the door to the apartment, a person must ascend a flight of stairs to reach the living quarters. There is a railing on one side of the stairs and a wall on the other. The stairs are concrete, and each stair is covered by a large black protective mat with anti-slip tread lines. (Exhibit 4: Photograph of stairs from Apt. L-1). The staircase is the only entrance into the living quarters of the apartment.

The Defendant has a notification procedure for all maintenance requests, which requires tenants to contact the Defendant's office with issues and to submit a formal request for maintenance. Each request is logged by Defendant for assignment to the maintenance crew. Plaintiff admitted that she knew of the procedures for maintenance requests as evidenced by several maintenance reports made by the Plaintiff in the past. (Plf. Depo. p. 27, lines 13-18; Exhibit 2).¹ Although, Plaintiff alleges she made a maintenance call about the stairs, Plaintiff could not provide any evidence of the time or date of the call or any evidence of any person to whom she may have spoken to about her stairs prior to July 10, 2013. (Exhibit 6: Plaintiff's Responses to Defendant's Request for Production).

Shortly before Plaintiff's alleged fall, on June 27, 2013, Plaintiff made an unrelated maintenance repair request for her toilet. (Exhibit 2). The Defendant's standard work order form requires the maintenance technician to report other obvious maintenance issues in the

¹ Plaintiff made a request on April 11, 2013, for the stairs in her home to be repaired and the Defendant made the repairs on April 18, 2013. (Exhibit 2 and Exhibit 5: Columbia Housing Authority Work Order No. 527362).

apartment by notating such issues on the form. The Defendant made the repairs on June 28, 2013, and no damage to the stairs was noted on the work order. (Exhibit 7: Columbia Housing Authority Work Order No. 531847). Furthermore, there is no evidence that the Defendant or its agents had any access to the apartment prior to the alleged injury.

On the morning of July 10, 2013, Plaintiff left her home via the stairs without incident to go grocery shopping. (Plf. Depo. p. 23, lines 9-10). Plaintiff returned home and ascended the stairs without incident. When Plaintiff used the stairs for the third time that morning, Plaintiff asserts that she tripped and fell on the stairs because the mat was loose. (Exhibit 8: Interview Summary of Crystal Faye Clark).

On July 11, 2013, the Defendant received a report from the Plaintiff's god-daughter that the Plaintiff had fallen down the stairs on July 10, 2013, and was injured. A representative of the Defendant reported to the Apartment to take a photograph of the stairs. The photograph showed that one of the mats was pulled away from the stairs. (Exhibit 9: Photograph in Apt. L-1 on July 11, 2013). On November 6, 2014, the Plaintiff initiated this action.

STANDARD OF REVIEW

Summary judgment is appropriate where "the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law." Rule 56(c), SCRCP; see also Tupper v. Dorchester County, 487 S.E.2d 187, 191 (S.C. 1997); Wells v. City of Lynchburg, 501 S.E.2d 746, 749 (S.C. Ct. App.1998). In determining whether a genuine issue as to any material fact exists, the "evidence and all inferences which can be reasonably drawn from the evidence must be viewed in the light most

favorable to the nonmoving party.” Strother v. Lexington County Recreation Comm'n, 504 S.E.2d 117, 121 (S.C. 1998).

ARGUMENT

L DEFENDANT IS ENTITLED TO JUDGMENT AS A MATTER OF LAW AS PLAINTIFF HAS FAILED TO PROVIDE EVIDENCE THAT DEFENDANT HAD ACTUAL OR CONSTRUCTIVE KNOWLEDGE OF THE STAIRCASE'S DEFECT WHEN PLAINTIFF FAILED TO SHOW SHE NOTIFIED DEFENDANT OF THE DEFECT.

A Plaintiff seeking damages suffered because of a dangerous or defective condition on a defendant's property must demonstrate that the defendant had “actual or constructive knowledge of a dangerous condition and failed to remedy it.” Nelson v. Piggy Wiggly Central, Inc., 390 S.C. 382 (2010). Actual notice means “all the facts are disclosed and there is nothing left to investigate.” Strother, supra. “Constructive notice arises when a condition has existed for such a period of time that a . . . [defendant] in the use of reasonable care should have discovered the condition.” Major v. City of Hartsville, 410 S.C. 1 (2014).

Ordinarily, when land is occupied by a lessee, “the law of property regards the lease as equivalent to a sale of the premises for the term of the lease. In the absence of an agreement to the contrary, the lessor surrenders possession and control of the land to the lessee. After the premises are surrendered in good condition, the lessor typically is not responsible for hazardous conditions which thereafter develop or are created by the lessee.” Byerly v. Connor, 307 S.C. 441, 443, 415 S.E.2d 796, 798 (1992). However, because the relationship between the Plaintiff and Defendant is that of “residential” landlord and tenant, pursuant to the South Carolina Residential Landlord Tenant Act of 1986 (“SCRLTA”), the lease agreement between the parties creates an exception to the common law rule. Under SCRLTA, the landlord is required to make all repairs and do whatever is reasonably necessary to put and keep the premises in a fit and

habitable condition. See S.C. Code Ann. § 27-40-440(a)(2); (Exhibit 1, ¶ (6)(C)). Similarly, the tenant must keep the dwelling unit, and that part of the premises that she uses, reasonably safe and reasonably clean. See S.C. Code Ann. § 27-40-510(2); (Exhibit 1, ¶ (7)(F)). In addition, pursuant to the lease agreement between the parties, the tenant must promptly report to the landlord any needed repairs to the leased premises. (Exhibit 1, ¶ (7)(Q)).

While Plaintiff has stated that she gave notice of the alleged damage to the staircase to Defendant, there is no evidence in the record of Plaintiff's telephone call other than Plaintiff's vague, self-serving statement. For example, Plaintiff, in the discovery process, could not establish either the date and time of her alleged telephone call making the maintenance request regarding the staircase, or the identity of the person to whom she allegedly spoke about the request. When questioned about the identity of the individual answering the alleged call, Plaintiff testified "I know there'd normally be a man or lady that answers. We can't—we don't really know who it is that's answering the phone. . . ." (Plf. Depo. p. 28, lines 11-15). When specifically asked through interrogatories and a request for production to provide information about the date she allegedly reported a defect in the stairs to the Defendant, Plaintiff responded "date not available." (Exhibit 6).

Moreover, Defendant maintains detailed maintenance logs for all apartment units, including Plaintiff's apartment, which do not reflect a maintenance request for the alleged damage to the staircase which Plaintiff says caused her injury. (Exhibit 2). Furthermore, there is no evidence in the record that Defendant ever gained access to Plaintiff's apartment for the purpose of completing work on the staircase following Plaintiff's last recorded maintenance call requested on June 27, 2013. The repair work on the toilet was completed on June 28, 2013, the day after the maintenance request, and approximately two weeks prior to the July 10, 2013

incident. There was no damage noted on the stairs within the portion of the work order form which requires the maintenance technician to report other obvious maintenance issues. (Exhibit 7).

Against the entire record showing otherwise, Plaintiff's self-serving statement is not sufficient to create a reasonable inference that the telephone call was actually made. The South Carolina Court of Appeals has held that it "is not sufficient that one create an inference which is not reasonable or an issue of fact that is not genuine. The judge is not required to single out some one morsel of evidence and attach to it great significance when patently the evidence is introduced solely in a vain attempt to create an issue of fact that is not genuine." Priest v. Brown, 302 S.C. 405, 408-09, 396 S.E.2d 638, 639-40 (Ct. App. 1990).

In summary, Defendant established a reporting system for tenants to report items in need of repair in their occupied dwellings and Plaintiff admitted that she knew that she had to contact the Defendant's office to report any issues in her apartment. (Plf. Depo. p. 27, lines 13-18). The Plaintiff has provided no evidence that she reported any issues with her stairs prior to July 10, 2013, and the reporting records from the Defendant reflect no contact on the part of the Plaintiff. (Exhibit 2; Exhibit 6). On June 28, 2013, when an unrelated maintenance issue was addressed by the Defendant there was no issue with the stairs noted on the work order form of any issues with the stairs. (Exhibit 7). Without any knowledge on the part of the Defendant or notification to the Defendant of the alleged defect in the stairs, the Defendant could not have failed to act. Accordingly, there is no genuine issue of material fact as to whether Defendant received actual or constructive notice of the damage to the staircase. Therefore, the Defendant is entitled to judgment as a matter of law.

II. DEFENDANT IS ENTITLED TO JUDGMENT AS A MATTER OF LAW AS PLAINTIFF ASSUMED THE RISK OF INJURY WHEN SHE NOTICED DAMAGE TO THE STAIRCASE AND KNOWINGLY USED THE STAIRCASE IN HER APARTMENT.

Plaintiff assumed the risk of injury on July 10, 2013, when she noticed damage to the stairs and knowingly used them prior to any repairs. The Defendant bears the burden of proving the affirmative defense assumption of the risk. Cole v. South Carolina Elec. & Gas, Inc., 362 S.C. 445 (2005). To establish the defense of assumption of the risk, “(1) the Plaintiff must have knowledge of the facts constituting a dangerous condition; (2) the Plaintiff must know the condition is dangerous; (3) the plaintiff must appreciate the nature and extent of the danger; and (4) the plaintiff must voluntarily expose himself to the danger.” Id. Assumption of the risk “arises when the plaintiff knowingly encounters a risk created by the defendant’s negligence.” Davenport v. Cotton Hope Plantation Horizontal Property Regime, 333 S.C. 71 (1998). The trial court may declare a plaintiff has assumed the risk of injury as a matter of law where it clearly appears the plaintiff had knowledge of and appreciated the danger or that the danger was so obvious or apparent that knowledge should have been imputed to him. Ballou v. Sigma Nu General Fraternity, 291 S.C. 140, 352 S.E.2d 488 (Ct. App. 1986). If evidence of the plaintiff’s greater negligence is overwhelming, evidence of slight negligence on the part of the defendant is simply not enough for a case to go to the jury.” Singleton v. Sherer, 377 S.C. 185 (2008).

In this case, the Plaintiff assumed the risk when she noticed damage to the stairs and voluntarily exposed herself to the danger when she continued using the stairs. During her deposition, Plaintiff asserted that she reported defects in the steps when she stated she “was constantly calling about . . . [her] steps.” (Plf. Depo. p. 80, lines 20-24). When asked what the condition of the mat was on the day of the incident Plaintiff stated “it wasn’t even down there

stable.” (Plf. Depo. 86, lines 22-23). The Plaintiff used the stairs at least three times after allegedly reporting the defect knowing that the continued use, without repair, could result in an injury. (Plf. Depo. p. 86, lines 9-12). Therefore, the Plaintiff’s negligence is overwhelmingly greater than any alleged negligence by the Defendant when Plaintiff continued to use the allegedly defective stairs; therefore, the Defendant is entitled to judgment under the law.

CONCLUSION

For the reasons stated above, the Defendant respectfully requests that this Court grant the Defendant’s motion for summary judgment.

Respectfully submitted,

BOYKIN DAVIS & SMILEY, LLC

By: 
Kenneth A. Davis, Esq.
Kristina Jones Catoe, Esq.

P.O. Box 11844
Columbia, South Carolina 29211
Telephone: 803-254-0707
Facsimile: 803-254-5609

Attorneys for Housing Authority of The City of
Columbia

October 1, 2015
Columbia, South Carolina

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Crystal Faye Clark,

Plaintiff,

vs.

Housing Authority of The City of Columbia,

Defendant.

IN THE COURT OF COMMON PLEAS
FIFTH JUDICIAL CIRCUIT

C.A. No. 2014-CP-40-7011

CERTIFICATE OF SERVICE

2015 OCT 13 PM 3:02
RICHLAND COUNTY
FILED
JENNIFER W. MCBRIDE
CLERK, C.P. & U.S.

The undersigned of Boykin Davis & Smiley, LLC, hereby certifies that she has served the following counsel of record with the foregoing **DEFENDANT'S MEMORANDUM OF LAW IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT**, in the above-captioned action by mailing a copy of same, postage prepaid and return address clearly indicated, to the following on this 12th day of October, 2015:

Johnny Elliot Watson, Sr., Esq.
P.O. Box 2305
Columbia, South Carolina 29202


Patricia M. Thompson, Paralegal

EXHIBIT 1



THE HOUSING AUTHORITY
of the City of Columbia, South Carolina
1917 HARDEN STREET • COLUMBIA, S.C.
29204-1015
TELEPHONE (803) 254-3886
TDD (803) 258-7762

Revised 8/97

TENANT: Crystal Clark

No. of Bedrooms: 1

ADDRESS: 1810 Allen Benedict Ct. Apt. 11, Columbia, SC 29204

WITNESSETH THAT:

The Housing Authority of the City of Columbia, South Carolina, a body corporate organized and existing under the laws of the State of South Carolina, relying upon the representations made to it by the Tenant as to his/her household composition, employment and income of head of household and members of the household does hereby enter into this dwelling lease for the above referenced premises upon the following terms and conditions:

1. FAMILY COMPOSITION:

Tenant agrees that the person(s) identified below are the only members of his/her household who will reside at the premises:

Names of Household Members	Relationship to Tenant	Date of Birth	SSN
Crystal Clark	HEAD-OF-HOUSEHOLD	03-12-1980	218-72-8470

2. LEASE/TERM OF LEASE:

The Authority hereby rents, demises and leases unto Tenant for the term hereinafter stated (subject to earlier termination as hereinafter provided) the premises described above. The term of this Lease shall begin on January 26, 2012

and continue until December 31, 2012. At the expiration of that term, the Lease, unless renewed by the parties signing a new Lease, will become a month-to-month tenancy.

3. PAYMENTS DUE UNDER THE LEASE:

The amount of rent is subject to change as determined by The Authority in accordance with federal regulations during the term of the Lease.

- A. Rent for the period beginning January 26, 2012 and ending at midnight on January 31, 2012 is 9.00. Thereafter, monthly rent in the amount of \$50.00 will be due on or before the first day of each month. Payments made as rent will be applied to any outstanding balances which may include rent, utilities, maintenance, or any other balances owed. This shall not be construed to require the acceptance by the Authority of rent payments tendered for a period subsequent to the expiration of a notice to terminate.

The rent to be paid by the lessee was computed as follows:

a. Gross Family Contribution..... 50.00
(Rent and Utilities)

b. Less Utility Allowance for Utilities to be paid directly by the tenant..... 0.00

c. Net Family Contribution..... 50.00

d. Utility Allowance to be paid directly to the tenant by CHA (Applicable only if the amount of (b) is greater than (a))
This rent will remain in effect unless adjusted in accordance with the provisions of Section 4 hereof.

- B. Security Deposit: Tenant agrees to pay a security deposit in the total amount of \$70.00. Tenant agrees to make partial payments of \$70.00 at the signing of the Lease and \$0.00 with next month's rent until security deposit is paid in full. The total security deposit will not at any time exceed one month's rent.

The deposit is to be applied against any damage done to the premises by the Tenant, his/her household, guest or agent, normal wear and tear excepted; and to pay when presented with an itemized bill the full amount of any such damage in order that the deposit will remain intact. Upon termination of this Lease, the deposit is to be refunded to the Tenant or to be applied to any damage or any rent delinquency, attorney's fees, court, or eviction costs, or unpaid service charges.

Interest will accrue on the security deposit and be paid to or applied to account balance at time of Lease termination in accordance with State of South Carolina law.

- C. **Schedule of Charges to Tenants for maintenance and repairs beyond normal wear and tear and utility charges for major appliances shall be posted in the on-site management office. Charges are due and payable on the date stated in the notice in which the charge is made, but not sooner than 14 days after delivery of the notice.**
- D. **Late Charges: All Rent not received in full by the 10th of the month will be assessed a late charge of 5% of the full rent. This provision does not create a "grace period".**
- E. **Attorney, Court and Eviction Costs: Tenant will be charged a fee to cover costs and reasonable attorney's fees the court may award whenever the Authority incurs costs and attorney fees in connection with legal proceedings in which the Tenant does not prevail in the court action. In the event of an eviction, the Tenant gives the Authority permission to remove from the unit any personal property left in the unit and to dispose of such property as prescribed by law and agrees that the Tenant will be responsible for the actual costs for removing any personal property from the unit, and any other costs directly associated with the eviction.**
- F. **Utilities: The Authority agrees to furnish the following utilities: Heat, hot and cold running water, gas and/or electricity for cooking, and electricity for lighting and general household appliances. No charge will be imposed for providing these utilities, except that if Tenant's consumption of these utilities shall exceed the allowable amounts during any monthly utility billing period, the Authority may charge Tenant for excess utility consumption above and beyond the allowances stated in attachment #11 at rates not exceeding the cost to the Authority of such utilities. Amounts billed for excess utility consumption shall be due and payable to the Authority on the first day of the second month following usage. The Authority will not be responsible for failure to furnish utilities by reason of any cause beyond its control.**

4.

REDETERMINATION OF RENT, DWELLING SIZE AND ELIGIBILITY:

Tenant agrees that any changes in household composition whereby any person other than the household members identified in Section 2 of this Lease begin to reside at the leased premises, or any of the persons identified in Section 2 of this Lease discontinue residing at the leased premises, or any change in income must be reported to the Authority in writing within (10) days of the occurrence of such change, and once each year when requested by the Authority for recertification. Tenant also agrees to furnish accurate information to the Authority as to identity, income, and employment of all persons residing upon leased premises. This information shall be used by the Authority in determining whether the rental should be changed, whether Tenant is still eligible for low rent housing. Tenant also shall give the Authority authorization to verify all sources of income. This determination will be made in accordance with the approved Admission and Occupancy Policy in the Authority's office.

- A. Rentals fixed in Section 3 hereof or as adjusted pursuant to the above will remain in effect for the period between rent determinations. Where the Tenant, intentionally or by mistake has misrepresented or failed to submit to the Authority any facts required for the determination of rent, the Authority may charge and collect as rent the difference between the rent actually paid and the rent which would have been due had the proper information been submitted by the Tenant. The Authority shall also have available in such event, at its option, the remedy of termination as provided in Paragraph 12. A. 3 of this Lease. If this Lease is an extension of occupancy by the Tenant under prior lease or leases with the Authority, such amount due under the prior lease or leases may be charged and collected as if the same had occurred hereunder.
- B. In the event of any rent adjustment pursuant to the above, the Authority will mail or deliver a "Notice of Rent" to the Tenant in accordance with Section 11 hereof. In case of a rent decrease, the adjustment will become effective the first of the month following the change in circumstances, provided that the Tenant has timely reported such change. In the case of a rent increase, the adjustment will become effective the first of the next month following the change, unless such date is sooner than the 14th day after delivery of notice to Tenant concerning the change, in which event the change shall take effect on the first day of the second month following the change (unless the rent increase is the result of a change in household composition or income which is not reported within 10 days or results from finding of a misrepresentation as provided above). The Tenant agrees to be bound by any change determined by the Authority to be necessary by application of this paragraph.
- C. If the Authority in its sole discretion determines that the size of the dwelling unit is no longer appropriate to the Tenant's needs, and a unit of the appropriate size is available, the Tenant shall be offered said unit and shall move within 30 days unless otherwise authorized by the Authority. If the Tenant fails to accept proffered unit, the Authority may terminate this Lease. The Tenant shall not be required to move in cases of verified hardship due to employment or health reasons.
- D. When the Authority redetermines the amount of rent (Total Tenant Payment or Tenant Rent) payable by the tenant, not including determination of the Authority's schedule of Utility Allowances for families in the Authority's Public Housing Program, or determines that the Tenant must transfer to another unit based on family composition, the Authority shall notify the Tenant that the Tenant may ask for an explanation stating the specific grounds of the Authority determination, and that if the Tenant does not agree with the determination, the Tenant shall have the right to request a hearing under the Authority's grievance procedure.

5.

OCCUPANCY:

The Tenant shall have the right to exclusive use and occupancy of the leased premises. Guests or visitors of the Tenant may be accommodated for no longer than a period of fourteen (14) days per visitor. "Guest" means a person in the leased unit with the consent of a household member. The Tenant must notify the Authority in writing of all overnight guests staying on the premises for more than 7 nights. The written notice must be given no later than the seventh day after the guest begins staying at the premises. The notice must indicate the period of time the guest will be staying at the lease premises. If any visit will extend beyond two weeks, the Tenant must notify the Authority in writing, stating the reasons for the extended visit, which must be authorized in writing by the Authority.

6.

OBLIGATIONS OF THE AUTHORITY:

The Authority shall be obligated, other than for circumstances beyond its control, as follows:

- A. To maintain the premises and the project in decent, safe and sanitary condition.
- B. To comply with requirements of applicable building codes, housing code, and HUD regulations materially affecting health and safety.
- C. To make necessary repairs to the premises.
- D. To keep project buildings, facilities and common areas not otherwise assigned to the Tenant for maintenance and upkeep, in a clean and safe condition.

- E. To maintain in good and safe working condition: electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances, including elevators, supplied or required to be supplied by the Authority.
- F. To provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of an individual tenant household) for the deposit of garbage, rubbish and other waste removed from the premises by the Tenant in accordance with Paragraph 7(H).
- G. To supply running water and reasonable amounts of hot water and reasonable amounts of heat at appropriate times of the year except where heat or hot water is generated by an installation within the exclusive control of the Tenant and supplied by a direct utility connection.
- II. To notify the Tenant of the specific grounds for any proposed adverse action by the Authority. (Such adverse action includes, but is not limited to, a proposed lease termination, transfer of the Tenant to another unit, or imposition of charges for maintenance and repair, or for excess consumption of utilities).

When the Authority is required to afford the Tenant the opportunity for a hearing under the Authority's grievance procedure for a grievance concerning a proposed adverse action:

- (1). The notice of proposed adverse action shall inform the Tenant of the right to request such hearing. In the case of a lease termination, a notice of lease termination in accordance with HUD's Code of Federal Regulations 24 CFR sec. 966.4(1)(3) shall constitute adequate notice of proposed adverse action.
- (2). In the case of a proposed adverse action other than a proposed lease termination, the Authority shall not take the proposed action until the time for Tenant to request a grievance hearing has expired, and (if a hearing was timely requested by the Tenant) the grievance process has been completed.

7. OBLIGATIONS OF THE TENANT

Tenant shall be obligated as follows:

- A. Not to assign the Lease or to sublease or transfer possession of the premises.
- B. Not to provide accommodations for boarders or lodgers, nor to house guests over fourteen (14) days in violation of the provisions of Paragraph 5 above.
- C. To use the premises solely as a private dwelling for Tenant and Tenant's household as identified in the Lease, and not to use or permit its use for any other purposes. With the consent of the Authority, members of the household may engage in legal profit making activities in the dwelling unit, where the Authority determines that such activities are incidental to primary use of the leased unit for residence by members of the household.
- D. To abide by necessary regulations issued by the Authority for the benefit and well-being of the housing project and the tenants, said regulations shall be posted in the Authority office and are incorporated by reference in this Lease; violation of such regulations constitutes a violation of this Lease; provided, however, that any such regulations shall be consistent with the terms of this Lease. In the event of a conflict between any such regulations and any provision of this Lease, the provision of the Lease shall govern.
- E. To comply with all obligations imposed upon Tenants by applicable provisions of state law and of building and housing codes materially affecting health and safety.
- F. To keep the premises, adjacent grounds and other such areas as may be assigned to Tenant's use in a clean, orderly and safe condition. If authorized in writing by the Authority, the Tenant may paint or make minor repairs to the premises at his/her expense.
- G. To provide reasonable care and perform interim testing of smoke detectors and fire extinguishers to assure they are in working order.
- H. To dispose of all garbage, rubbish, and other waste from the premises in a sanitary and safe manner.
- I. To use only as intended all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities and appurtenances including elevators.
- J. To refrain from and to cause household and guests to refrain from destroying, defacing, damaging or removing any part of the premises or project.
- K. To conduct himself/herself and cause other persons who are on the premises with his/her consent (whether or not such persons' presence on the premises is then known by the Tenant or the Tenant is aware of the conduct of such persons) to conduct themselves in a manner which is legal, orderly and which will not disturb his neighbors peaceful enjoyment of their accommodations and will be conducive to maintaining the project in a decent, safe and sanitary condition. Any threat to the health or safety of other Tenants or the Authority's employees shall be deemed a serious violation of this subparagraph.
- L. To provide that the Tenant, any member of the Tenant's household, any guest or any other person under the Tenant's control, shall not engage in criminal activity, including, but not limited to, drug-related criminal activity, on or near the premises, while the Tenant is a resident in public housing. (Drug-related criminal activity means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use of a controlled substance as defined in Section 102 of the Controlled Substance Act [21 U.S.C. § 802]). NOTICE: By signing this Lease, the Tenant acknowledges he/she understands the Authority has a "one strike" or "zero tolerance" policy with respect to violations under this subparagraph. Any violation will be treated as a serious violation of the material terms of this Lease. Criminal activity is cause for eviction even in the absence of conviction or arrest.
- M. To keep no dogs, cats or other animals in or on the premises (except in buildings designated as housing for the elderly).
- N. To pay charges (other than for normal wear and tear) for the repair of damages to the premises, project buildings, facilities or common areas caused by Tenant, Tenant's household or guests, or by Tenant's failure to report needed repairs, in accordance with a schedule of charges as posted in the Authority office from time to time. Any damage to the premises which is not described in the written report of inspection prior to Tenant's occupancy will be presumed to have been caused by Tenant.
- O. To pay required service deposits and to pay for utility charges in excess of the amounts agreed to be supplied by the Authority.
- P. To permit the Authority, pursuant to the provisions of Paragraph 10, entrance to the premises for the purpose of performing periodic inventories and inspections, reading utility meters and routine maintenance for making improvements or repairs or to show the premises for re-leasing.

- Q.** To promptly report to the Authority any needed repairs to the leased premises, and all safety equipment and alarms which are not in operational order, such as smoke detectors and fire extinguishers.
- R.** To refrain from placing fixtures, signs or fences in or about the premises without prior revocable permission of the Authority in writing.
- S.** To comply with the provisions of any rider attached to and incorporated in this Lease, such rider may include provisions requiring the Tenant to perform certain specified seasonal maintenance or other maintenance tasks as permitted by the nature of the design and construction of the building.
- T.** To notify the Authority of any absence from the dwelling unit which exceeds 14 days.
- U.** Illegal use or illegal possession of firearms and/or other weapons shall be grounds for eviction.
- V.** To leave the dwelling unit upon vacating the premises in a clean and safe condition, normal wear and tear excepted, and to return the keys to the Authority. Any property left by the Tenant in or about the premises after he/she vacates will be considered as abandoned and may be disposed of as the Authority sees fit.
- W.** To refrain from installing water beds, contact paper, and any equipment that requires any change to the structure, plumbing or electrical system without prior written consent of the Authority.
- X.** To refrain from any illegal conversion or hook-up of cable television, telephone or electric service.

EXHIBIT 2

Internal ID (10443/21410)

Clark, Crystal F

1810 Allen Benedict Ct Apt 112

Columbia SC 29204

XXX-XX-8179

Staff	Create Date/Time	Date/Time Of Note	Message
BBROWN	02/13/2012 11:09:13 AM C	Jan 24, 2012 12:00:00 AM 21410	1 Unit Xfer from: 1810 Allen Benedict Ct Apt H12, Columbia, SC 29204 to: 1810 Allen Benedict Ct Apt L1, Columbia, SC 29204 entered on 02-13-2012
DBRUTON	02/13/2012 11:57:35 AM C	Jan 24, 2012 12:00:00 AM 21410	2 Rent Finalized - Type of action: 7 50058 form
BBROWN	02/13/2012 11:10:44 AM C	Jan 24, 2012 12:00:00 AM 21410	3 Rent Finalized - Type of action: 7 50058 form
SBANKS	02/23/2012 8:56:07 AM C	Feb 23, 2012 8:56:07 AM 21410	4 Kitchen sink is leaking water
PJUDSON	03/21/2012 12:46:27 PM C	Mar 21, 2012 12:46:06 PM 21410	5 Livingrm and hallway paint is coming back through the walls, spots, check for repairs. Front room wall boards needs caulking.
SBANKS	03/27/2012 2:33:52 PM C	Mar 27, 2012 2:33:50 PM 21410	6 range hood fell down
PJUDSON	04/03/2012 2:37:29 PM C	Apr 03, 2012 2:37:17 PM 21410	7 Need 2 house keys cut.
SBANKS	04/30/2012 8:53:49 AM C	Apr 30, 2012 8:53:49 AM 21410	8 Change door locks per tenant
SBANKS	05/11/2012 10:17:37 AM C	May 11, 2012 10:17:37 AM 21410	9 Check the cold and hot water inputs for the washer machine
SBANKS	05/16/2012 2:22:36 PM C	May 16, 2012 2:22:29 PM 21410	10 Contractor repairs
BBROWN	05/01/2012 9:53:07 AM C	Jun 01, 2012 9:53:08 AM 21410	11 Appt SCHEDULED For Recert Set For 06/06/2012 11:40 AM with Deloris Bruton @1810 Allen Benedict Court (Appt Set by: bbrown)
PJUDSON	06/29/2012 8:08:43 AM C	Jun 29, 2012 8:08:40 AM 21410	12 Do work per page 6 of HQS inspection.
PJUDSON	08/03/2012 1:21:24 PM C	Aug 03, 2012 1:21:19 PM 21410	13 Bathroom sink faucet is leaking onto the floor.
SBANKS	08/15/2012 10:47:01 AM C	Aug 15, 2012 10:47:01 AM 21410	14 Check the floor border in the hallway
SBANKS	08/30/2012 9:27:09 AM C	Aug 30, 2012 9:27:07 AM 21410	15 Around the light fixture as you come in the home there are holes in the ceiling Kitchen ceiling has holes in it Big wet spot on the wall in the sheetrock going up the stairs Bathroom is fading
SBANKS	08/30/2012 2:09:53 PM C	Aug 30, 2012 2:09:51 PM 21410	16 Cut new door and mailbox keys Per tenant
PJUDSON	09/04/2012 2:44:38 PM C	Sep 04, 2012 2:44:38 PM 21410	17 Bathroom tub faucet water is running, cant turn it off. Bathroom toilet is constantly running.
PJUDSON	09/05/2012 8:09:03 AM C	Sep 05, 2012 8:09:03 AM 21410	18 Bill workorder letter opened.
DBRUTON	07/16/2012 4:18:26 PM C	Oct 01, 2012 12:00:00 AM 21410	19 Rent Finalized - Type of action: 2 50058 form
DBRUTON	07/25/2012 8:37:56 AM C	Oct 01, 2012 12:00:00 AM 21410	20 Rent Finalized - Type of action: 2 50058 form
PJUDSON	10/17/2012 9:34:14 AM C	Oct 17, 2012 9:34:14 AM 21410	21 Need front door and mailbox cut.
PJUDSON	10/18/2012 10:55:08 AM C	Oct 18, 2012 10:55:08 AM 21410	22 Bill workorder letter opened.
PJUDSON	10/24/2012 12:03:22 PM C	Oct 24, 2012 12:03:20 PM 21410	23 Need new house & mailbox key.
TBOYLES	11/06/2012 11:37:15 AM C	Nov 04, 2012 8:42:00 AM 21410	24 Inspection Scheduled : Update Annual Status=Y
PJUDSON	01/04/2013 10:08:22 AM C	Jan 04, 2013 10:08:22 AM 21410	25 Vacancy repairs.
TBOYLES	12/21/2012 9:42:49 AM C	Jan 07, 2013 9:38:00 AM 21410	26 Inspection Scheduled : Update Annual Status=Y
PJUDSON	01/28/2013 8:31:08 AM C	Jan 28, 2013 8:31:08 AM 21410	27 Preventive maintenance.
WBENNETT	02/20/2013 7:05:46 PM U	Feb 04, 2013 9:30:07 PM 21410	28 CASE# 130003723 CRYSTAL CLARK AND TROY CLARK. TROY CLARK IS ON TRESPASS NOTICE. CRYSTAL CLARK WAS AWARE OF THIS PRIOR TO THIS ABOVE INCIDENT.
MJOHNSON	02/05/2013 9:28:12 AM C	Feb 05, 2013 9:28:12 AM 21410	29 Light water heater Unstop toilet
PJUDSON	02/05/2013 1:44:31 PM C	Feb 05, 2013 1:44:31 PM 21410	30 Bathroom stopped up Hot water heater has gone out Kitchen counters are damaged

O:\HMS\REPORTS\shhistapp

Notes of Call-ins

Internal ID (021410)

2

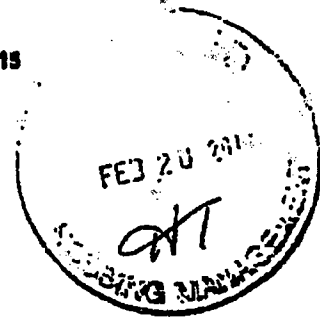
Clark, Crystal F		1810 Allen Benedict Ct Apt 11, Columbia, SC 29204		XXX-XX-8179	
Staff	Create Date/Time	Date/Time Of Note	Message		
PIUDSON	02/06/2013 12:21:25 PM	C Feb 04, 2013 12:21:23 PM	21410 31 Contractor to replace water heater.		
SJOHNSON	02/11/2013 11:48:09 AM	C Feb 11, 2013 11:48:01 AM	21410 32 Accounting 10th Late Notice opened.		
SJOHNSON	02/11/2013 11:51:45 AM	C Feb 11, 2013 11:51:37 AM	21410 33 Accounting 10th Late Notice opened.		
PIUDSON	02/21/2013 8:53:22 AM	C Feb 21, 2013 8:53:22 AM	21410 34 pipes needs to be repaired.		
AHOUSE	02/22/2013 10:10:15 AM	C Feb 22, 2013 10:10:14 AM	21410 35 Abrams plumbing contract replaced hot water heater		
SJOHNSON	02/22/2013 10:36:29 AM	C Feb 22, 2013 10:36:20 AM	21410 36 Accounting 10th Late Notice opened.		
MJOHNSON	03/11/2013 4:25:21 PM	C Mar 11, 2013 4:25:21 PM	21410 37 Replace cracked burner element on range		
ACOX	04/11/2013 3:02:10 PM	C Apr 11, 2013 3:02:03 PM	21410 38 hole under kitchen sink - bathrm tub stopped up - water leaking around commode in bathrm- repair loose steps.		
ACOX	05/09/2013 2:57:50 PM	C May 09, 2013 2:58:00 PM	21410 39 tub stopped up- filled to the top leak around commode		
SJOHNSON	05/13/2013 11:27:33 AM	C May 13, 2013 11:27:18 AM	21410 40 Accounting 10th Late Notice opened.		
MJOHNSON	05/24/2013 2:36:41 PM	C May 24, 2013 2:36:40 PM	21410 41 Repair leaking bath tub faucet		
BBROWN	05/28/2013 12:05:31 PM	U May 28, 2013 12:05:07 PM	21410 42 Maintenance Foreman reported (tenant stated she fell down the steps. She went to the hospital. Tenant has not called in a work order nor has contacted this office.		
BBROWN	06/06/2013 7:49:08 PM	C Jun 06, 2013 7:49:08 PM	21410 43 Appt SCHEDULED For Recert Set For 06/20/2013 12:45 PM with Bobby T. Brown @ 1810 Allen Benedict Court (Appt Set by: bbrown)		
ACOX	06/14/2013 12:15:42 PM	C Jun 14, 2013 12:15:42 PM	21410 44 repair pipe under kitchen sink Unstop kit, sink		
CBOYKIN	06/20/2013 2:28:17 PM	C Jun 20, 2013 2:28:16 PM	21410 45 RSS Episode #1514 by Staff-cboykin		
CBOYKIN	06/20/2013 2:36:36 PM	C Jun 20, 2013 2:36:36 PM	21410 46 RSS Episode/Intervention #1514/1779 by Staff-cboykin		
ACOX	06/27/2013 2:33:07 PM	C Jun 27, 2013 2:33:06 PM	21410 47 repair commode- water coming through wall- wall is molded commode not flushing		
ACOX	07/17/2013 4:28:51 PM	C Jul 17, 2013 4:28:52 PM	21410 48 cut house key		
BBROWN	07/30/2013 10:12:10 AM	C Jul 26, 2013 12:00:00 AM	21410 49 For date: 07-26-2013 from 1810 Allen Benedict Ct Apt L1, Columbia, SC 29204 entered on: 07-30-2013		
BWATKINS	07/26/2013 4:42:27 PM	C Jul 26, 2013 4:42:27 PM	21410 50		
BBROWN	07/30/2013 10:14:13 AM	C Jul 30, 2013 10:14:10 AM	21410 51 Reason 1: Lease Violations Reason 2: Non Payment Moved from: 1810 Allen Benedict Ct Apt L1, Columbia, SC 29204		
ACOX	08/02/2013 8:54:53 AM	C Aug 02, 2013 8:54:52 AM	21410 52 replace range		
ACOX	08/02/2013 9:52:26 AM	C Aug 02, 2013 9:52:26 AM	21410 53 change lock, hook up appliance		
BBROWN	08/13/2013 2:47:11 PM	C Aug 13, 2013 2:47:10 PM	21410 54 Transfer Deposit Step		
BBROWN	08/13/2013 2:47:27 PM	C Aug 13, 2013 2:47:26 PM	21410 55 Refund to Tenant Step		
BBROWN	08/13/2013 2:47:31 PM	C Aug 13, 2013 2:47:30 PM	21410 56 Reason 1: Lease Violations Reason 2: Non Payment Moved from: 4057 4057 Charleston Hwy, West Columbia, SC 29172		
DHUTON	08/28/2013 11:02:08 AM	C Oct 01, 2013 12:00:00 AM	21410 57 Rent Finalized - Type of action: 2 50038 form		

Q:\HMS\REPORTS\shubist.qrp

EXHIBIT 3

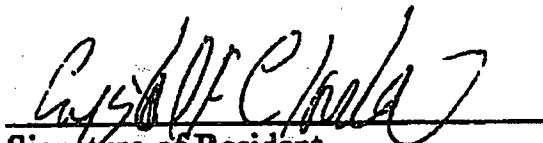


THE HOUSING AUTHORITY
of the City of Columbia, South Carolina
1917 HARDEN STREET * COLUMBIA, S.C. 29204-1015
TELEPHONE (803) 254-3886
TDD (803) 256-7762



DATE 3-11-13

I, Crystal Clark, hereby acknowledge receipt of the correspondence addressed to 1810 Allen Benedict Ct Apt L1, Columbia, SC 29204, on the above date by State Constable WILLIE BENNETT, Columbia Housing Authority's Representative.



Signature of Resident



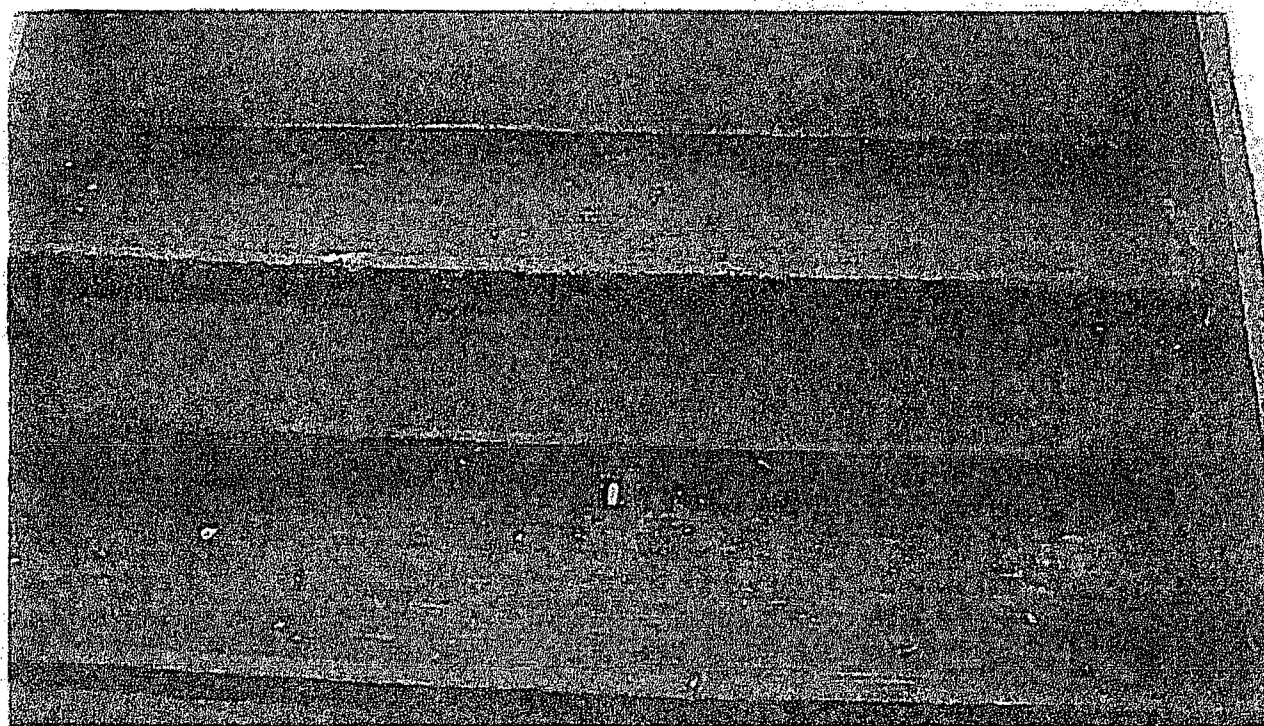
Signature of CHA Representative



Reasonable Accommodations
Available Upon Request
TDD: (803) 256-7762



EXHIBIT 4



5

Photo 5

Date Taken: 7/29/2013

Taken By: Marty Roberson

View of stairs. Repairs already made by insured.

CLARKC

8/11/2013

Page: 8

EXHIBIT 5

Page 1 of 2
Status: Closed

WORK ORDER
Columbia Housing Authority

WORK ORDER
NO 527362

Date/Times
Call In DT: 04/11/2013 2:57 PM
Submitted DT: 04/11/2013 2:57 PM
Work Begin DT: 04/18/2013 9:34 AM
Work End DT: 04/18/2013 2:01 PM
Maint. Turn. DT: 04/18/2013 2:01 PM
Close DT: 04/18/2013 2:01 PM

Tenant Name
Crystal F Clark
Unit # & Address
01020L01-7
~~1040 Allen Benedict Ct Apt 111~~
~~Columbia, SC 29204~~
803-250-8046
PH AMP 2

Priority: Routine
Category: Carpentry
Originator: Housing Authority

Assigned To:
Taken By: Aubriana Cox
Permission:

Instructions hole under kitchen sink - bathroom tub stopped up - water leaking around commode in bathroom - repair loose steps.

Task	Notes

Date	Time	Employee	Task	Hours	Rate	HA Cost	Chg. Rate	Tax	Surchg.	Ten. Chg.
04/18/13	9:34 AM	rr2	CHECK SMOKE DET	0.1	20.0	1.60	20.00	0.00	0.00	0.00
04/18/13	9:38 AM	rr2	CHECK FIRE EXTIN	0.1	20.0	1.60	20.00	0.00	0.00	0.00
04/18/13	9:42 AM	rr2	Check GFI in unit (All	0.1	20.0	1.60	20.00	0.00	0.00	0.00
04/18/13	9:46 AM	rr2	CARPENTRY MISC.	1.00	20.0	20.00	20.00	0.00	0.00	0.00
04/18/13	10:46 AM	rr2	SHOWER DRAIN UN	1.0	20.0	20.00	20.00	0.00	0.00	0.00
04/18/13	11:46 AM	rr2	COMMODE REPAIR	0.5	20.0	10.00	20.00	0.00	0.00	0.00
Totals				4.5		89.80		0.00	0.00	0.00

Part	Employee	Task	QTY	Unit Cost	HA Cost	Unit Chg.	Tax	Surchg.	Ten. Chg.
10-042-09 WAX RING 3/4 W/	rr2		1	0.84	0.84	0.84	0.00	0.00	
10-010-02 BOLT ANCHOR 1/4	rr2		1	0.38	0.38	0.38	0.00	0.00	
10-010-02 BOLT ANCHOR 1/4	rr2		1	0.38	0.38	0.38	0.00	0.00	
10-064-65 STEM KOHLER TUB	rr2		1	4.68	4.68	0.38	0.00	0.00	
10-064-54 CART. KOHLER HO	rr2		1	1.03	1.03	1.03	0.00	0.00	
Totals					7.31		0.00	0.00	0.00
Grand Totals					97.11			0.00	0.00

HA Staff Signature	Date	Tenant Signature	Date

Page 2 of 2
Status: Closed

WORK ORDER Columbia Housing Authority

WORK ORDER
NO 527362

Date/Times
Call In DT: 04/11/2013 2:57 PM
Submitted DT: 04/11/2013 2:57 PM
Work Begin DT: 04/18/2013 9:34 AM
Work End DT: 04/18/2013 2:01 PM
Maint. Turn. DT: 04/18/2013 2:01 PM
Close DT: 04/18/2013 2:01 PM

Tenant Name
Crystal F Clark

Unit # & Address
01020L01-7 1410 Allen Boulevard Apt 11 Columbia, SC 29204 803-250-8046 PH AMP 2

Priority: Routine
Category: Carpentry
Originator: Housing Authority

Assigned To:
Taken By: Aubrians Cox
Permission:

Instructions hole under kitchen sink - bathroom tub stopped up - water leaking around commode in bathroom - repair loose steps.

Task	Notes

Date	Time	Employee	Task	Hours	Rate	HA Cost	Chg. Rate	Tax	Surchg.	Ten. Chg.
04/18/13	12:16 PM	rr2	PLUMBING MISC.	1.0	20.0	20.00	20.00	0.00	0.00	0.00
04/18/13	1:16 PM	rr2	CARPENTRY MISC.	0.5	20.0	10.00	20.00	0.00	0.00	0.00
04/18/13	1:46 PM	rr2	TRAVEL TIME	0.3	20.0	5.00	20.00	0.00	0.00	0.00
Totals				4.5		89.80		0.00	0.00	0.00

Part	Employee	Task	QTY	Unit Cost	HA Cost	Unit Chg.	Tax	Surchg.	Ten. Chg.
Totals					7.31		0.00	0.00	0.00
Grand Totals					97.11			0.00	0.00

HA Staff Signature	Date	Tenant Signature	Date

Page 1 of 1
Status: Open

WORK ORDER
Columbia Housing Authority

WORK ORDER NO.
527362

Tenant Name
CRYSTAL F CLARK
Unit # & Address
01020L01-7
1810 Allen Benedict Court #1
803-250-8046

Date/Times
Call In DT: 4/11/13 2:57 PM
Submitted DT: 4/11/13 2:57 PM

Originator: Housing Authority Taken By: Aubriana Co Priority: Routine
Category: Carpentry
Permission: _____
Assigned To: _____

CHECKED SMOKE ALARM: YES ☒ CHECKED GFI: YES ☒
CHECKED FIRE EXTINGUISHER: YES ☒

NOTES:

WORK TO BE DONE							
HOLE UNDER KITCHEN SINK - BATHRM TUB STOPPED UP - WATER LEAKING AROUND COMMODE IN BATHRM- REPAIR LOOSE STEPS.							
Date & Time	Hour	Time Code	Description/NOTES	Worker	Rate	T/C?	
4 17 13	08	003347	Check Smoke Detectors	3968		Y/N	
4 17 13	08	010027	Check Fire Extinguishers	3968		Y/N	
4 17 13	08	003047	Check GFI (All of them)	3968		Y/N	
4 17 13	10	002000	Repair Hole under Kitchen Sink	3968		Y/N	
4 17 13	10	006136	unstop Bath Tub	3968		Y/N	
4 17 13	50	006064	Repair Leak around toilet Base	3968		Y/N	
4 17 13	10	006000	Repair Tub Faucet	3968		Y/N	
4 17 13	50	002000	Repair Step	3968		Y/N	
4 17 13	23	011111	T	3968		Y/N	
						Y/N	
						Y/N	
						Y/N	
						Y/N	
						Y/N	

Comments:

MATERIALS									
WH	QTY	Part	Description	TC	WH	QTY	Part	Description	TC
76	1	10 042-09	WAS Seal	Y					Y
76	1	10-010	Anchor Bolts	Y					Y
76	1	10 064 8	cold stem	Y					Y
76	1	10 064 53	stem	Y					Y
76	1	10 064 54	stem	Y					Y
				Y					Y
				Y					Y

Ruebon Reid 4-17-13

HA Staff Signature	Date	Tenant Signature	Date
Rellinaer	4-18-13		

EXHIBIT 6

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

CYSTRAL FAYE CLARK,

Petitioner,

vs.

Housing Authority of the City of
Columbia
Defendant

IN THE COURT OF COMMON PLEAS
OF THE ELEVENTH JUDICIAL CIRCUIT

DOCKET #: 2014-CP-40-07011

RESPONSE TO PRODUCE

**TO: CHARLES BOYKIN, ESQUIRE, ATTORNEY FOR THE DEFENDANT
HOUSING AUTHORITY OF THE CITY OF COLUMBIA:**

The Plaintiff, Cystal Faye Clark, above named and through her undersigned attorney, herewith serves upon the Plaintiff and answer the following set of Plaintiff's Request for Interrogatories, under oath, pursuant to Rule 34 of the South Carolina Rules of Civil Procedure.

1. Any and all written or recorded statements of any party or witness herein or their agents or other representatives regarding the subject matter of this lawsuit.

Response: None

2. Any and all copies of correspondence, including, but not limited to e-mails between Plaintiff and Defendant since June 23, 2011, regarding maintenance repair requests for Apartment L-1 at Allen Benedict Court.

Response: None

3. List the name, address and telephone number if any expert witnesses whom Plaintiff or counsel purpose to use as a witness at the trial of the case.

13. Provide a list of every occasion the Plaintiff submitted a maintenance request report to repair the rubbery rug in the stairs in Apartment L-1 at Allen-Benedict Court. For each such occasion, set forth following particulars:

a. The date the report was submitted:

B. The name of the individual to whom the Plaintiff submitted the report.

Response: Called the office 4-5 times and visited office twice.

14. Provide an itemized list of every occasion since June 23A, 2011, that Plaintiff made a maintenance request report to repair items in Apartment L-1 at Allen-Benedict Court. For each such occasion, set forth the following particulars;

a. The date the report was submitted:

b. The name of the individual to whom the Plaintiff submitted the report;

c. The item(s) requested to be repaired and

d. The action taken by Defendant as a result of the report.

Response: Numerous calls made. Date not available.

Respectfully submitted:

Johnny E. Watson, Attorney at Law

BY: 

P. O. Box 2305 (29207)

2715 Edgewood Avenue

Columbia, South Carolina 29204

Phone: (803) 400-1600

Fax: (803) 400-1200

Columbia, South Carolina

Dated: April 1, 2015

EXHIBIT 7

WORK ORDER
Columbia Housing Authority

WORK ORDER
NO 331847



Date/Time

Call In DT: 06/27/2013 2:29 PM
Submitted DT: 06/27/2013 2:29 PM
Work Begin DT: 07/01/2013 10:35 AM
Work End DT: 07/01/2013 11:07 AM
Maint. Turn DT: 07/01/2013 11:07 AM
Close DT: 07/01/2013 11:07 AM

Tenant Name
Crystal F Clark

Unit # & Address
01020L01-7
1040 W. Main Street, Apt 111
Columbia, SC 29204
803-250-0040
PH AMP 2

Priority: Routine
Category: General
Originator: Housing Authority

Assigned To:
Taken By: Aubrian Cox
Permitant:

Instructions: repair commode- water coming through wall- wall is molded
commode not flushing

Close Counter

Notes

Task	Pre-Work Notes/Post-Work Notes

Date	Time	Employee	Task	Hours	Rate	HA Cost	Chg. Rate	Tax	Surchg.	Ten. Chg.
07/01/13	10:35 AM	ld	CHECK SMOKE DETE	0.1	20.0	1.60	20.00	0.00	0.00	0.00
07/01/13	10:39 AM	ld	CHECK FIRE EXTINGU	0.1	20.0	1.60	20.00	0.00	0.00	0.00
07/01/13	10:43 AM	ld	Check GFI in unit (A1)	0.2	20.0	3.20	20.00	0.00	0.00	0.00
07/01/13	10:52 AM	ld	TANK BALL OR FLAP	0.25	20.0	5.00	20.00	0.00	0.00	0.00
Totals				0.6		11.40		0.00	0.00	0.00

Part	Employee	Task	QTY	Unit Cost	HA Cost	Unit Chg.	Tax	Surchg.	Ten. Chg.
10-040-01 FLAPPER, RED/KORK	ld		1	1.65	1.65	1.65	0.00	0.00	
10-065-02 ANGLE STOP 1/2 FIP X	ld		1	2.04	2.04	2.04	0.00	0.00	
Totals					3.69		0.00	0.00	0.00
Grand Totals					15.09			0.00	0.00

HA Staff Signature	Date	Tenant Signature	Date

EXHIBIT 8

Adair Horne & Associates

300 Long Ridge Drive
Columbia, SC 29229
Phone # (803) 736-7632 Fax # (803) 736-7643

INTERVIEW SUMMARY

Re: Insured: The Housing Authority of the City of Columbia
Claim Number: 98658
File #: 131364
Date of Loss: 7/10/2013

Statement: Crystal Faye Clark August 9, 2013 Claimant
(Name) (Date Taken) (Rel to Accident)

Address: 4057 Charleston Highway, West Columbia, SC 29172

Employment: unemployed (SSN 248-33-8179)

Age: 3-10-1966 **Marital Status:** single **Spouse:**

BRIEF FACTS:

Claimant: Crystal Faye Clark
11:30 am)

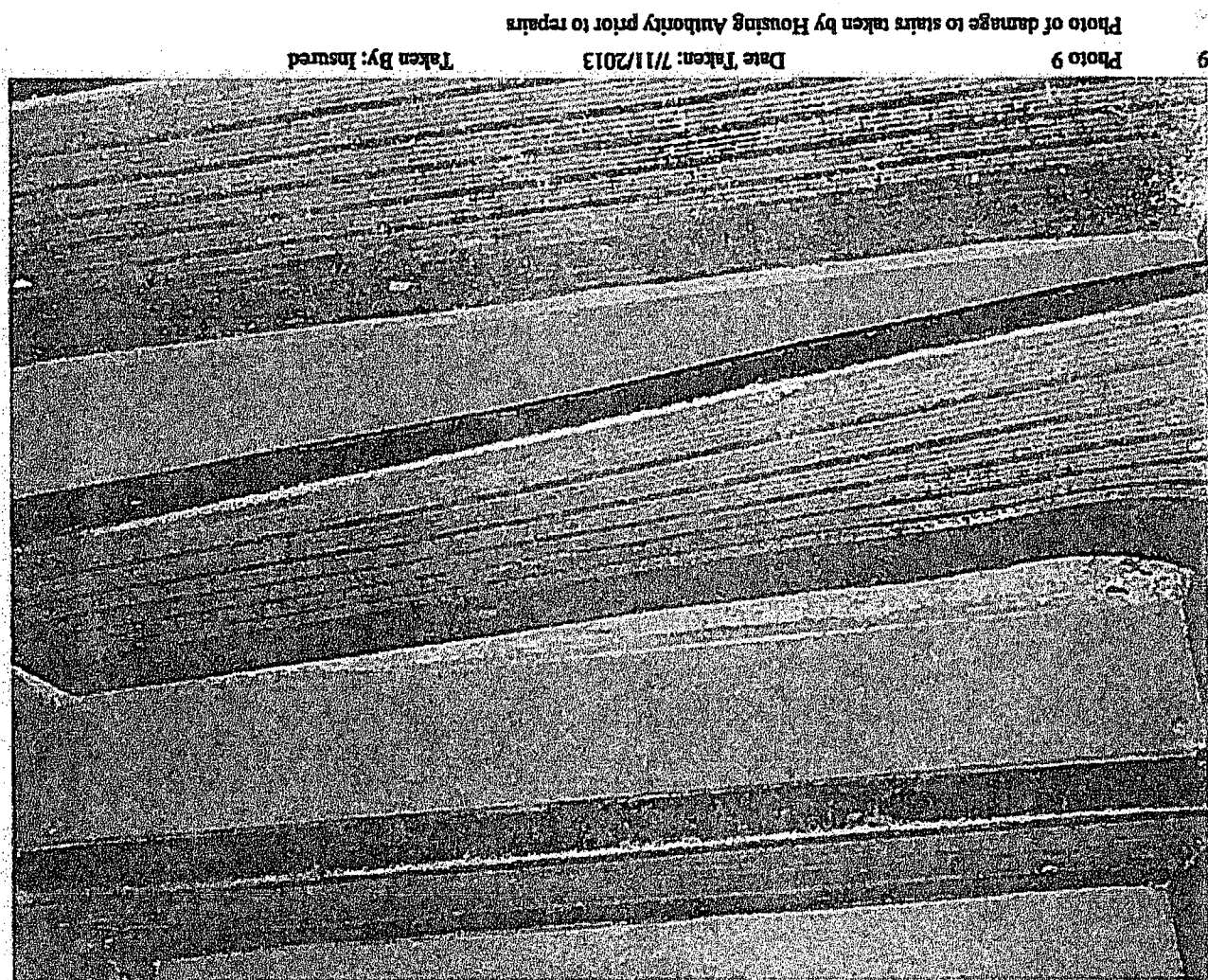
Incident Date: July 10, 2013 (10:30 am –

On July 10, 2013 between 10:30 am and 11:30 am, the claimant was leaving her apartment at 1810 Allen Bennett Court Apt L-1, Columbia, SC 29204. The claimant was descending the stairs on the interior of the apartment toward the front door. The claimant was carrying a soda and her phone. As the claimant descended the stairs, her right foot got struck on a defect in one of the step coverings. The covering had come loose and the claimant did not notice the defect. The claimant tripped and fell injuring her left shoulder, left hip, head and neck. The claimant was wearing sandals at the time. The claimant was taken by ambulance to Palmetto Health Richland ER. The claimant is now under the care of a chiropractor Dr Geraldine Rudolph. The claimant had a similar problem several months before on a different step and she registered a complaint to the Housing Authority. The Housing Authority came at that time and repaired the step.

Marty Roberson

Adjuster

EXHIBIT 9



9 Photo 9
Date Taken: 7/11/2013
Taken By: Insured
Photo of damage to stairs taken by Housing Authority prior to repairs

Crystal Clark Deposition Excerpts

1 Q. Okay. When did you fall?

2 A. 2013, July the 10th.

3 Q. And where did you fall?

4 A. In apartment L-1, falling from down my
5 steps.

6 Q. Down your steps.

7 Okay. And how did that happen?

8 A. Well, that morning I was getting ready. I
9 had been grocery shopping already. I didn't fall when I
10 left out that morning.

11 And I had went to BI-LO on Beltline. He
12 took me to get my groceries. He always takes me around
13 the 6th or the 7th.

14 Q. Who?

15 A. Matthew Dawson.

16 Q. Matthew Dawson.

17 Okay. And so Matthew Dawson was with you
18 when you fell?

19 A. He was outside.

20 Q. He was outside.

21 A. Uh-huh.

22 Q. Was anybody else inside this apartment when
23 you fell?

24 A. He had left already. He had dropped me off
25 from getting groceries.

1 times, three or four times.

2 Q. Three or four times you've made reports on
3 loose --

4 A. On my steps.

5 Q. On the steps.

6 A. Since I've been living out there with
7 steps.

8 Q. And how did you make the reports?

9 A. We're supposed to call in and do a work
10 order.

11 Q. And you have a call in and a work order on
12 each of those four times?

13 A. You have to call the housing maintenance
14 across the street where the main office is. They have a
15 maintenance -- where their maintenance men get their
16 work orders, and that's how they come out to the
17 apartment. We have to call in as tenants and make them
18 do a work report.

19 Q. And you said you did that three or four
20 times for L-1 alone?

21 A. Yeah.

22 Q. And you said you were there two years or
23 two and a half years or --

24 A. It might have been two. I'm not sure. I
25 can't say exactly two. I'm going to be honest with you.

1 I think it's around two.

2 Q. Okay.

3 A. I'm not -- around, about.

4 Q. Okay. So three or four times you made
5 calls?

6 A. Yeah. Probably more than that. I just
7 can't remember.

8 Q. Okay. All right.

9 A. If anything goes wrong, I'm always
10 making -- doing reports.

11 Q. Do you remember who you might have talked
12 to when you called?

13 A. I know there'd normally be a man or lady
14 that answers. We can't -- we don't really know who it
15 is that's answering the phone over there.

16 Q. Okay.

17 A. They tell us to do work orders, and I don't
18 know who's over there.

19 Q. Okay.

20 A. But they should have records of it, how
21 many times I've had repairs in the apartment.

22 Q. Okay. So this incident in July of 2013,
23 what time of the day was it?

24 A. Really, to be honest, it's been two years
25 ago when I fell.

1 A. L-1?

2 Q. Yes.

3 A. Uh-huh.

4 Q. Is that your name at the top?

5 A. Uh-huh.

6 Q. And those are the last four digits of your
7 social?

8 A. 8179.

9 Q. Okay. And 1810 -- Allen-Benedict Court,
10 Apartment L-1, is where you lived?

11 A. Uh-huh.

12 Q. Okay. I'll give you a couple of minutes so
13 you can look down on this list, and you show me where
14 you reported the steps.

15 A. The words are too small for me, and I
16 really can't really tell. That's too small. I can't
17 even see that.

18 Q. Do you know what date you reported the
19 steps?

20 A. I cannot remember what date I reported
21 those steps. But I'm going to tell you, if they ain't
22 got that on this record right here, then they took it
23 and hid it and threw it away, because I'm constantly
24 calling about my steps. If it's not on this paper right
25 here that you're giving me now, then they took it out of

1 sink leaking and this is wrong and that. Those
2 apartments is older than probably me and you and him put
3 together (indicating). And I've been constantly calling
4 about everything that goes wrong in my apartment.

5 And I can't believe that they went -- I
6 knew that -- I told my fiance, "I will guarantee you
7 that they're going to go in there and try to take out
8 the records."

9 And I've always did my reports on my steps
10 about the steps being loose. Whenever a step comes
11 loose, I'll immediately -- because my grandkids are
12 coming in and out of there.

13 Q. Okay.

14 A. And I wouldn't want them to go down there
15 and fall. So if it ain't on there, I don't understand
16 it.

17 Q. And you said --

18 A. Those maintenance men, they know they came
19 in and fixed them.

20 Q. Okay. And when you said you fell, the mat
21 came all the way off the steps?

22 A. I'm telling you. It wasn't even down there
23 stable.

24 Q. And it was on the floor with you?

25 A. You know, we mop our floors and everything.

NOTICE OF APPEAL

STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

RECEIVED

APPEAL FROM THE FIFTH JUDICIAL CIRCUIT
Honorable Alison Renee Lee, Presiding

MAR 08 2016

SC Court of Appeals

Case No. 2014-CP-40-07011

Crystal Faye Clark Appellant,

V.

Housin Authority of the City of Columbia.....Respondent

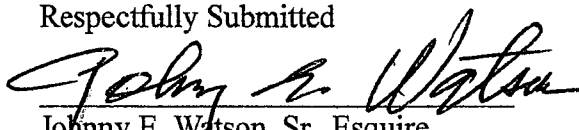
NOTICE OF APPEAL AND NOTICE OF APPEARANCE

RICHLAND COUNTY
FILED
2016 MAR 10 AM 11:17
JEANNETTE W. MCBRIDE
C.C.P. & G.S.

The Appellant, Crystal Faye Clark, hereby gives notice of appeal from the final decision of the Court granting the Respondent's Motion for a Summary Judgment on her slip and fall cause of action when the question of the Respondent's negligence should go to the jury.

Respectfully Submitted

By:



Johnny E. Watson, Sr., Esquire

Watson Law Firm

Post Office Box 2305

2715 Edgewood Drive

Post Office Box 2305 (29202)

Columbia, SC 29204

(803) 400-1600 Phone

(803) 400-1200 Fax

Counsel for Appellant

Columbia, South Carolina

Dated: March, 2016

OTHER MATERIALS AND RELATED DOCUMENTS

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)
)
Crystal Faye Clark,)
)
Plaintiff,)
)
vs.)
)
Housing Authority of the City of)
Columbia)
Defendant.)
_____)

IN THE COURT OF COMMON PLEAS
OF THE FIFTH JUDICIAL CIRCUIT

DOCKET #: 2014-CP-40-07011

**RESPONSE TO INTERROGATORIES
OF THE PLAINTIFF'S**

Defendant

**TO: CHARLES BOYKIN, ESQUIRE, ATTORNEY FOR THE DEFENDANT
HOUSING AUTHORITY OF THE CITY OF COLUMBIA:**

The Plaintiff, Crystal Faye Clark, above named and through her undersigned attorney, herewith serves upon the Plaintiff and answer the following set of Plaintiff's Request for Interrogatories, under oath, pursuant to Rules 26 and 33 of the South Carolina Rules of Civil Procedure.

1. Give the names and addresses of persons known to the parties or counsel to be witnesses concerning the facts of the case and indicate whether or not written or recorded statements.

Response: Crystal Faye Clark 4057 Charleston Hwy, Columbia, SC 29172

(803) 200-9743, Matthew Dawson (803) 586-4342 and Swinda Andrewin 1409

Frinks, Cayce SC 29033 (803) 422-3316.0

2. Set forth a list of photographs, plats, sketches or other prepared documents in possession of the Plaintiff that relate to the claim or defense in the case.

Response: Hospital Report, Chiropractic Report and Picture of Stairway.

3. List the name, address and telephone number if any expert witnesses whom

- b. The place of the treatment;
- c. The specific nature of the treatment and
- d. The full name, mailing address, street address and telephone number of the physician, psychiatrist, or counselor administering the treatment.

Response: Need to request hospital records.

7. Provide the name and address of any insurance company who provided insurance to the Plaintiffs during the time of the incident which is the subject of this lawsuit.

Response: None

8. If you deny Request to Admit Number Four, please identify the exact location of the stairs upon which Plaintiff's slipped.

Response: Admits RFA #4

9. Please provide an itemized list of all damages owing to Plaintiff's.

Response: Enclosed you will find the Doctors Bills, Lost Wages and Pain and Suffering.

10. Please provide a list of all persons occupying th Apartment L-1 at Allen Benedit Court from July 10, 2010 to July 10, 2013.

Response: Tenant Only

11. Please provide an itemized listing of all police visits occupying th Apartment L-1 at Allen Benedit Court from July 10, 2010 to July 10, 2013.

Response: 2 Visits looking for son.

12. Please describe the damages to the rubbery rug occupying th Apartment L-1 at Allen Benedit Court from July 10, 2013.

Response: Whole mat came up when the plaintiff fell and went stumbling downstairs.

Plaintiff or counsel purpose to use as a witness at the trial of the case.

Response: All treating physicans.

4. Set each person known to Plaintiff or counsel to be a witness concerning the facts of the case, set forth either a detailed summary sufficiet to inform Defendant of the important facts known or observed by such witness, or provide a copy of any written or regarded statements taken from such witnesses.

Response: Matthew Dawson saw the steps being repaired.

Swinda Andrewin saw repairs on numerous occasions and improper glueing.

5. Set forth the names and addresses of all physicians who have treated the Plaintiff and all hospitals to which the Plaintiff has been committed in connection with said injuries and also set forth a statement of all medical cost involved.

Response: The Plaintiff has seen the following doctor's:

Richland Memorial Hospital	
Providence Memorial Hospital	
Baptist Hospital	

6. Provide an itemized list of every occasion that Plaintiff received any type of medical care, pyschiatric care, or couseling since July 10, 2008 whether or not related to the alleged incidents set forth in the Complaint. For each instance, set forth the following particulars:

a. The date of the treatment;

Response: Treating Physicians

4. Any and all medical records regarding treatment by the Plaintiff since July 10, 2013.

Response: See settlement package attached

5. Any and all psychological or counseling records for treatment received by the Plaintiff since July 10, 2013.

Response: None

6. All documents referred to in your responses to Defendant's Interrogatories to the Plaintiff.

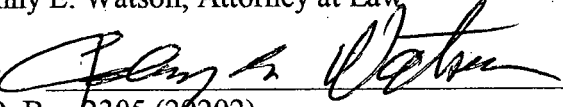
Response: None

7. All documents showing damages owed to Plaintiff.

Response: See settlement package attached

Respectfully submitted:

Johnny E. Watson, Attorney at Law

BY: 

P. O. Box 2305 (29202)

2715 Edgewood Avenue

Columbia, South Carolina 29204

Phone: (803) 400-1600

Fax: (803) 400-1200

Columbia, South Carolina

Dated: April 1, 2015

**LAW OFFICE OF JOHNNY E. WATSON
ATTORNEY AND COUNSELOR AT LAW**

2715 Edgewood Avenue
Columbia, South Carolina 29204

Mail Address:
Post Office Box 2305
Columbia, South Carolina 29202
Phone: 803-400-1600
Fax: 803-400-1200

July 16, 2013

Manager
Columbia Housing Authority
1917 Harden Street
Columbia, South Carolina 29204

Re: Request for information on your liability insurance carrier

My Client: Ms. Crystal Faye Clark
1810 Allen-Bennedict Court
Apt L-1
Columbia, South Carolina 29204

Dear Sir or Madam:

I hope this letter finds you in good health and spirits. Please be advised that I represented the above-named individual. She was involved in an accident where her feet got caught and she fell down the stairs of her apartment. She has indicated that she has complained numerous times about the hazardous condition of the covering on her steps but nothing was done.

Thank you in advance for your anticipated cooperation in this matter.

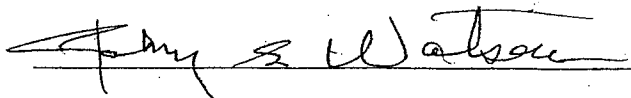
If you have any questions and/or comments I can always be reached by cell phone at 1-803-467-6212 or at my office.

With kind regards, I am

Very truly yours,

JOHNNY E. WATSON, ATTORNEY AT LAW

By:



cc: client

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

CYSTRAL FAYE CLARK,

Petitioner,

vs.

Housing Authority of the City of
Columbia
Defendant.

IN THE COURT OF COMMON PLEAS
OF THE ELEVENTH JUDICIAL CIRCUIT

DOCKET #: 2014-CP-40-07011

**RESPONSE TO REQUEST FOR
ADMISSION**

**TO: CHARLES BOYKIN, ESQUIRE, ATTORNEY FOR THE DEFENDANT
HOUSING AUTHORITY OF THE CITY OF COLUMBIA:**

The Plaintiff, Crystal Faye Clark, above named and through her undersigned attorney, herewith serves upon the Plaintiff and answer the following set of Plaintiff's Request for Admission, under oath, pursuant to Rule 26 and 36 of the South Carolina Rules of Civil Procedure.

1. Admit that the Plaintiff was aware of the Defendant's maintenance repair request procedure.

Response: Admit

2. Admit that the Plaintiff made maintenance repair request for repairs on Apartment L-1 at Allen Benedict Court prior to July 10, 2013.

Response: Admit

3. Admit that the Plaintiff did not make a maintenance repair request for repairs to the rubber rug on the stairs in Apartment L-1 at Allen-Benedict Court which was occupied by Plaintiff.

Response: Denied

4. Admit the stairs on which Plaintiff allegedly slipped were located inside of Apartment L-1 at

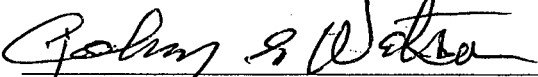
Allen-Benedict Court which was occupied by Plaintiff.

Response: Admit

5. Admit that Plaintiff has been served notice of eviction prior to the alleged incident on July 10, 2013.

Response: Denied.

Johnny E. Watson, Attorney at Law

BY: 

P. O. Box 2305 (29202)

2715 Edgewood Avenue

Columbia, South Carolina 29204

Phone: (803) 400-1600

Fax: (803) 400-1200

Columbia, South Carolina

Dated: April 1, 2015

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

CYSTRAL FAYE CLARK,

Petitioner,

vs.

Housing Authority of the City of
Columbia
Defendant.

IN THE COURT OF COMMON PLEAS
OF THE ELEVENTH JUDICIAL CIRCUIT

DOCKET #: 2014-CP-40-07011

RESPONSE TO PRODUCE

**TO: CHARLES BOYKIN, ESQUIRE, ATTORNEY FOR THE DEFENDANT
HOUSING AUTHORITY OF THE CITY OF COLUMBIA:**

The Plaintiff, Cystal Faye Clark, above named and through her undersigned attorney, herewith serves upon the Plaintiff and answer the following set of Plaintiff's Request for Interrogatories, under oath, pursuant to Rule 34 of the South Carolina Rules of Civil Procedure.

1. Any and all written or recorded statements of any party or witness herein or their agents or other representatives regarding the subject matter of this lawsuit.

Response: None

2. Any and all copies of correspondence, including, but not limited to e-mails between Plaintiff and Defendant since June 23, 2011, regarding maintenance repair requests for Apartment L-1 at Allen Benedict Court.

Response: None

3. List the name, address and telephone number if any expert witnesses whom Plaintiff or counsel purpose to use as a witness at the trial of the case.

13. Provide a list of every occasion tha Plaintiff submitted a maintaince request report to repair the rubbery rug in the stairs in Apartment L-1 at Allen-Benedict Court. For each such occasion, set forth following particulars:

a. The date the report was submitted:

B. The name of the individual to whom the Plaintiff submitted the report.

Response: Called the office 4-5 times and visited office twice.

14. Provide an itemized list of every occasion since June 23A, 2011, that Plaintiff made a maintaince request report to repair items in Apartment L-1 at Allen-Benedict Court. For each such occasion, set forth the following particulars;

a. The date the report was submitted:

b. The name of the individual to whom the Plaintiff submitted the report;

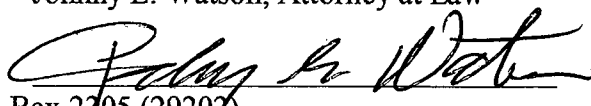
c. The item(s) requested to be repaired and

d. The action taken by Defendant as a result of the report.

Response: Numerous calls made. Date not available.

Respectfully submitted:

Johnny E. Watson, Attorney at Law

BY: 

P. O. Box 2305 (29202)

2715 Edgewood Avenue

Columbia, South Carolina 29204

Phone: (803) 400-1600

Fax: (803) 400-1200

Columbia, South Carolina

Dated: April 1, 2015

**LAW OFFICE OF JOHNNY E. WATSON
ATTORNEY AND COUNSELOR AT LAW**

2715 Edgewood Avenue
Columbia, South Carolina 29204

Mail Address:
Post Office Box 2305
Columbia, South Carolina 29202
Phone: 803-400-1600
Fax: 803-400-1200

July 16, 2013

Manager
Columbia Housing Authority
1917 Harden Street
Columbia, South Carolina 29204

Re: Request for information on your liability insurance carrier

My Client: Ms. Crystal Faye Clark
1810 Allen-Bennedict Court
Apt L-1
Columbia, South Carolina 29204

Dear Sir or Madam:

I hope this letter finds you in good health and spirits. Please be advised that I represented the above-named individual. She was involved in an accident where her feet got caught and she fell down the stairs of her apartment. She has indicated that she has complained numerous times about the hazardous condition of the covering on her steps but nothing was done.

Thank you in advance for your anticipated cooperation in this matter.

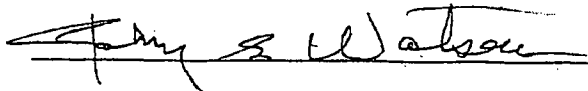
If you have any questions and/or comments I can always be reached by cell phone at 1-803-467-6212 or at my office.

With kind regards, I am

Very truly yours,

JOHNNY E. WATSON, ATTORNEY AT LAW

By:



cc: client

SWIN
609-1283

Office
376-6131

AUTOMOBILE ACCIDENT INDEX INFORMATION

Case MGR
M.J. Gloria

0. Police Dept.: _____
1. Name: Crystal Faye Clark
2. Address: ~~1111 Highway 101 East~~
Columbia, S.C. 29209
3. Name of Spouse: _____
4. Address of Spouse: Single
5. Date of Birth: 3-10-66
6. Social security no.: 248-33-8179
7. Date of Accident: 7-10-13
8. Injury suffered in accident: Head, Neck, Shoulder
& Hip Injury
9. Name/ Addr of Employer: Unemployed
CNA - 24 YRS
10. Phone No. of Employer: _____
11. EMS Service: Richland CNTY EMS
12. Name of Hospital: Palmetto Health - Richland
13. Address of Hospital: 5 Richland Medical Park
Columbia, S.C. 29203
14. Name of Physician: _____
15. Address of Physician: _____
16. Name of Physician: _____
17. Address of Physician: _____

30 pgs
*****AUTO**3-DIGIT 292
000000044 06 AT 1.594
ATTN: JOHNNY WATSON
JOHNNY E WATSON LAW OFFICE
PO BOX 2305
COLUMBIA SC 29202-2305

000044



0030000044KOV

ATTENTION

Confidential information enclosed.
To be viewed by authorized persons only.

If you have questions regarding any information you have requested,
Please call the phone number on the enclosed invoice

Health information is reproduced by HealthPort, a health information outsourcing service. Your healthcare facility contracts with HealthPort to process authorized copies of medical records.

Reproductions are made from the medical facility's original records. The confidentiality of these records is protected by federal and state laws and regulations, including the Health Insurance Portability and Accountability Act (HIPAA).

If you requested items that are not maintained in the medical record, your request for those items was forwarded to the appropriate department and will be sent under separate cover. Likewise, information that you asked to have delivered to another address is sent separately.

This package may or may not contain medical records, depending on what was requested and how it was processed.

HealthPort
P.O. Box 409740
Atlanta, Georgia 30384-9740
Fed Tax ID 58 - 2659941
(770) 754 - 6000

 HealthPort.
INVOICE

Invoice #: 0132569757
Date: 8/17/2013
Customer #: 1456860

Ship to:

JOHNNY WATSON
JOHNNY E WATSON LAW OFFICE
PO BOX 2305
COLUMBIA, SC 29202-

Bill to:

JOHNNY WATSON
JOHNNY E WATSON LAW OFFICE
PO BOX 2305
COLUMBIA, SC 29202-

Records from:

PALMETTO RICHLAND HOSPITAL
5 RICHLAND MEDICAL PARK
COLUMBIA, SC 29203

Requested By: JOHNNY E WATSON LAW OFFICE
Patient Name: CLARK CRYSTAL FAYE

DOB: 031066

SSN: *****8179

Description	Quantity	Unit Price	Amount
Basic Fee			15.00
Retrieval Fee			0.00
Per Page Copy (Paper) 1	27	0.65	17.55
Shipping			1.92
Subtotal			34.47
Sales Tax			2.76
Invoice Total			37.23
Balance Due			37.23

Pay your invoice online at www.HealthPortPay.com

Terms: Net 30 days

Please remit this amount : \$ 37.23 (USD)

HealthPort
P.O. Box 409740
Atlanta, Georgia 30384-9740
Fed Tax ID 58 - 2659941
(770) 754 - 6000

Invoice #: 0132569757

Check # _____

Payment Amount \$ _____

Please return stub with payment.

Please include invoice number on check.

To pay invoice online, please go to www.HealthPortPay.com or call (770) 754 6000.

Email questions to Collections@healthport.com.



Obtain Original and Provide Patient with A Photocopy

MR# / SSN: XXX-XX-8179

AUTHORIZATION FOR THE USE AND DISCLOSURE OF PROTECTED HEALTH INFORMATION

I Hereby Authorize Palmetto Health to Use or Disclose my Protected Health Information as Described Below. I understand that the information I authorize a person/facility to receive may be re-disclosed and no longer protected by state and federal regulations.

Patient Name: Crystal Faye Clark PF
First Middle Last

Address: ~~1812 1/2 1st St, Columbia, SC 29204~~ Telephone Number: 238-4464

Social Security Number: ~~208-233-8179~~ Date of Birth: ~~3-23-1979~~

Name of Person/Facility Authorized to RELEASE the information: PALMETTO HEALTH RICHLAND

Name of Person/Facility Authorized to RECEIVE the Information: ATTY. Johnny Watson

Address: P.O. Box 2305 Telephone Number: 803-400-1600

City, State, and Zip Code: Columbia, SC 29202 Fax Number: 803-400-1200

Purpose of Disclosure: SLP + Fall case

Dates of Treatment: 7-10-13 and thereafter

Information to be Used/Disclosed - Please check those that apply:

☒ History and Physical	☒ Discharge Summary	☒ Operative Report	Other (specify) <u>7-10-13</u> <u>SLP VISIT + travel</u>
☒ Progress Notes	☒ Laboratory Report	☒ Radiology Report	
☒ Billing Summary	☒ Consultation Report	☒ Pathology Report	
		☒ Immunization Record	
			☒ Entire Medical Record

I understand that in the event I was treated for drug or alcohol abuse, psychiatric condition, communicable diseases including HIV/AIDS this information will be included as part of my medical record to the above-named person/facility.

Palmetto Health may not condition treatment, payment, enrollment or eligibility for benefits on signing this authorization.

This authorization is subject to cancellation/revocation at any time, by the patient or legally qualified representative, provided that the cancellation is made in writing except to the extent that:

1. The facility has already acted on your request prior to receiving the request to cancel the authorization; or
2. If the authorization was given to release records to your insurance company in order to obtain insurance coverage.

This authorization will automatically expire in 90 days unless otherwise stated.

Expiration Date: 1-1-2014

Signature of Patient or Legally Qualified Representative: Crystal F. Clark

Date: 8-7-13

Relationship of Legally Qualified Representative

Please Address Correspondence to the Appropriate Address:

Palmetto Health Richland
Insert Respective Department Name Here
Five Richland Medical Park
Columbia, SC 29203

Palmetto Health Baptist
Insert Respective Department Name Here
Taylor at Marion Street
Columbia, SC 29220

Palmetto Health Baptist Easley
Insert Respective Department Name Here
P.O. Box 2129
Easley, SC 29641

8/16/13
RECEIVED
AUG 06 2013
PAC/MP

Facility Info: Palmetto Health Richland
5 Richland Medical Park
Columbia, SC 29203-
Attending Physician: Wade MD, Michael D
Admitting Physician: Wade MD, Michael D

Patient Info: CLARK, CRYSTAL FAYE
[REDACTED]
[REDACTED]
[REDACTED]
Pl. Age: 47 years
Date of Birth: 01/04/1966
CMRN: 000117747

MRN: B000069420; R000080444
FIN: R1319102173
Admit Date: 7/10/2013
Admit Time: 15:19 EDT
Discharge Date: 7/10/2013
Discharge Time: 18:18 EDT

Facsheet

MRN: B000069420; R000080444
FIN: R1319102173

WAX



UNIT RECORD	DATE	TIME	UNIT/DISE	AGE	MOTHER'S MAIDEN NAME	SEX	RACE	PATIENT TYPE	PATIENT NO.
000080444	07/10/2013	15:19	03/10/1966	47Y	CLARK	F	S	81	EQR 1319102173
NAME, ADDRESS		SOCIAL SECURITY NUMBER		FINANCIAL DATA		ACCIDENT DATE AND TIME			
CLARK, CRYSTAL FAYE 1810 ALLEN BENEDICT CT COLUMBIA, SC 29204		PH-ONE (803)251-0803		SELF-PAY					
RESPONSIBLE PARTY		SOCIAL SECURITY NUMBER		MODE OF ARRIVAL		ADMITTING PHYSICIAN			
CLARK, CRYSTAL FAYE 1810 ALLEN BENEDICT CT COLUMBIA, SC 29204		251-0803		Self		999 EMS, EMS			
		RELATIONSHIP		VALUABLES		BELONGINGS			
		Self		YES NO WHERE?		HOME WITH PATIENT OTHER			
		DATE OF LAST VISIT		LAST TETANUS		TIME TO TREATMENT			
		01/30/2012							
VITAL SIGNS		TEMP		PULSE		BLOOD PRESS		PULSE OX	
91.8		73		117/82		100/44			
VITAL SIGNS		TEMP		PULSE		BLOOD PRESS		PULSE OX	
HISTORY:		REST OF HISTORY		ALLERGIES		TIME		LABS AND X-RAY	
NO RESISTANT ORG				P					
NAME:		REST OF FDS:							
FIR:		SP:							
PMH / MEDS:									
PHYSICAL:									
CLINICAL IMPRESSION:									
TREATMENT:									
Activate Trauma Care Set									
DISPOSITION/SPECIAL PATIENT INSTRUCTIONS									
PRESENT AND REVIEWED WITH RESIDENT									
TIME SEEN BY MD		MEETS PRUDENT LAYPERSON							
RESIDENT SIGNATURE		ATTENDING SIGNATURE							



Facility Info: Palmetto Health Richland
5 Richland Medical Park
Columbia, SC 29203-

Attending Physician: Wade MD, Michael D
Admitting Physician: Wade MD, Michael D

Patient Info: CLARK, CRYSTAL FAYE
DOB: 01/01/1988
Pt. Age: 47 years
Date of Birth: 01/01/1988
CMRN: 000117747

MRN: B000069420, R000080444
FIN: R1319102173
Admit Date: 7/10/2013
Admit Time: 15:19 EDT
Discharge Date: 7/10/2013
Discharge Time: 18:18 EDT

Nursing Documentation

DOCUMENT NAME: Triage PHED
SERVICE DATE/TIME: 7/10/2013 15:25 EDT
RESULT STATUS: Auth (Verified)
PERFORM INFORMATION: Wilson RN, Katherine C (7/10/2013 15:33 EDT)
ELECTRONICALLY SIGNED BY: Wilson RN, Katherine C (7/10/2013 15:33 EDT)

Triage PHED Entered On: 07/10/2013 15:34
Performed On: 07/10/2013 15:25 by Wilson RN, Katherine C

Chief Complaint PHED

ED Mode of Arrival: EMS, Stretcher

ED Chief Complaint: Fall

Chief Complaint: pt had mechanical fall down 3-4 steps. no LOC, pt now c/o, "left shoulder and neck pain"

Accompanied by-ED: Self

Information Obtained From: Patient

Temperature Oral: 97.8 DegF

Heart Rate Monitored: 73 bpm

Resp. Rate: 18 br/min

Pulse Ox Sat: 100 %

Systolic: 117 mmHg

Diastolic: 82 mmHg

NIBP Mean Calculated: 94 mmHg

Gynecological Status: Reproductive Age

Rh: Unknown/Not Tested

Open Past Medical History: Open

Implantable Devices: None

Communicable Disease Exposure: None

Smoking Status: Current every day smoker

Communication Barriers: None

Allergies Screen: Open

Latex Allergy Screen: Open

ED Private Physician Call?: Wants EMS to see

Wilson RN, Katherine C - 07/10/2013 15:33

DCP GENERIC CODE

H Tracking Group: H Tracking Group

Wilson RN, Katherine C - 07/10/2013 15:33

DCP GENERIC CODE

ED Tracking Acuity: 4

Wilson RN, Katherine C - 07/10/2013 15:33

ED Triage Nurse: Wilson RN, Katherine C

Triage Date-Time: 07/10/2013 15:33

Wilson RN, Katherine C - 07/10/2013 15:33

Past Medical History

(As Of: 07/10/2013 15:34:28 EDT)

Past Medical History

Facility Info: Palmetto Health Richland
 5 Richland Medical Park
 Columbia, SC 29203-
 Attending Physician: Wade MD, Michael D
 Admitting Physician: Wade MD, Michael D

Patient Info: CLARK, CRYSTAL FAYE
 1810 ALLEN BENEDICT CT
 COLUMBIA, SC 29204
 Pt. Age: 47 years
 Date of Birth: 3/10/1966
 CMRN: 000117747

MRN: B000069420; R000080444
 FIN: R1319102173
 Admit Date: 7/10/2013
 Admit Time: 15:19 EDT
 Discharge Date: 7/10/2013
 Discharge Time: 18:18 EDT

Nursing Documentation

Bipolar

Name of Problem: Bipolar ; Recorder: Nall RN, Kristee L;
 Confirmation: Confirmed ; Classification: Medical ; Code:
 388662014 ; Contributor System: PowerChart ; Last Updated:
 01/30/2012 07:38 ; Life Cycle Date: 01/30/2012 ; Life Cycle
 Status: Active ; Vocabulary: SNOMED CT

Oxygen Modality-ED

Oxygen Modality : Room Air

Wilson RN, Katherine C - 07/10/2013 15:33

Latex Screen

Diagnosed as Latex Allergic : No
 Problem-Allergic Rxn to Rubber? : No
 Medical Cond. Requiring Many Surgeries : No
 Allergic Rxn to any foods : None listed below
 Hx of Spina Bifida : No
 Rxn During Surgery or Procedure : No

Wilson RN, Katherine C - 07/10/2013 15:33

Allergies

Allergy Information : Allergy Information Complete

Wilson RN, Katherine C - 07/10/2013 15:33
 (As Of: 07/10/2013 15:34.28 EDT)

Allergies (Active)

NKA

Estimated Onset Date: Unspecified ; Created By: Sallings
 RN, Alison H; Reaction Status: Active ; Category: Drug
 Allergy ; Substance: NKA ; Type: Allergy ; Updated By:
 Sallings RN, Alison H; Reviewed Date: 08/31/2011 14:38

Nursing Direct Charting

Vital Signs

		Recorded Time: 17:31 EDT		15:25 EDT	
		Recorded By: Wilson RN, Katherine C		Wilson RN, Katherine C	
		Recorded Date: 7/10/2013		7/10/2013	
Procedure	Units	Reference Range			
Temperature Oral	DegF	{96-102}		97.8	
Heart Rate Monitored	bpm	{60-100}		72	
Respiratory Rate	br/min	{12-20}		18	
Pulse Ox Sat	%			100	
NIBP Systolic	mmHg			104	
NIBP Diastolic	mmHg			52	
NIBP Mean Calculated	mmHg			69	
Pulse Equipment		Monitor			
NIBP Position		R Arm Lying			
NIBP Equipment		Automatic			
Pulse Ox Monitoring		Continuous			

Facility Info: Palmetto Health Richland

5 Richland Medical Park
Columbia, SC 29203-

Attending Physician: Wade MD, Michael D

Admitting Physician: Wade MD, Michael D

Patient Info: CLARK, CRYSTAL FAYE

~~MR ALLEN BENEDICT CT~~

~~SC 20204~~

Pt. Age: 47 years

Date of Birth: ~~2/10/1966~~

CMRN: 000117747

MRN: B000068420; R000080444

FIN: R1319102173

Admit Date: 7/10/2013

Admit Time: 15:19 EDT

Discharge Date: 7/10/2013

Discharge Time: 18:18 EDT

Nursing Direct Charting

Neuro

Procedure	Units	Reference Range	Recorded Time: 15:30 EDT	Recorded By: Wilson RN, Katherine C	Recorded Date: 7/10/2013	15:30 EDT	Recorded By: Wilson RN, Katherine C	Recorded Date: 7/10/2013
			See Below T			See Below T2		
Orientation-LOC			Alert, Oriented x 3, Follows commands, Oriented to person, Oriented to place, Oriented to time			Alert, Oriented x 3, Follows commands, Oriented to person, Oriented to place, Oriented to time		
Nonverbal Communication			Gestures, Nods, Head			Gestures, Nods, Head		
Verbal Communication			Clear			Clear		
Neuro Interventions			See Below T2			See Below T2		
PERRLA			Yes			Yes		
All Extremities Strength			Full motion Pain with movement			Normal		
Range of Motion Left Upper Extremity			Full motion			Full motion		
Range of Motion Right Upper Extremity			Full motion			Full motion		
Range of Motion Left Lower Extremity			Full motion			Full motion		
Range of Motion Right Lower Extremity			Full motion			Full motion		
Neurological Documentation			Neuro Documentation			Neuro Documentation		

Textual Results

- T1: 7/10/2013 15:30 EDT (Orientation-LOC)
Alert, Oriented x 3, Follows commands, Oriented to person, Oriented to place, Oriented to time
- T2: 7/10/2013 15:30 EDT (Neuro Interventions)
C-Spine Precautions Maintained, Spinal Precautions maintained

Procedure	Units	Reference Range	Recorded Time: 15:30 EDT	Recorded By: Wilson RN, Katherine C	Recorded Date: 7/10/2013	15:30 EDT	Recorded By: Wilson RN, Katherine C	Recorded Date: 7/10/2013	15:30 EDT	Recorded By: Wilson RN, Katherine C	Recorded Date: 7/10/2013
			Normal			Normal			Normal		
All Extremities Strength			Normal			Normal			Normal		
All Extremities Tone			Normal			Normal			Normal		

Procedure	Units	Reference Range	Recorded Time: 15:30 EDT	Recorded By: Wilson RN, Katherine C	Recorded Date: 7/10/2013	15:30 EDT	Recorded By: Wilson RN, Katherine C	Recorded Date: 7/10/2013
			Present			Present		
All Extremities Sensation			Present			Present		

Behavioral

Procedure	Units	Reference Range	Recorded Time: 15:30 EDT	Recorded By: Wilson RN, Katherine C	Recorded Date: 7/10/2013
			Behavior WNL		
Behavior Documentation			Behavior WNL		

EENT View

Procedure	Units	Reference Range	Recorded Time: 15:30 EDT	Recorded By: Wilson RN, Katherine C	Recorded Date: 7/10/2013
			EENT System WNL		
EENT Documentation			EENT System WNL		

Facility Info: Palmetto Health Richland
5 Richland Medical Park
Columbia, SC 29203-

Attending Physician: Wade MD, Michael D
Admitting Physician: Wade MD, Michael D

Patient Info: CLARK, CRYSTAL FAYE
~~1800 ALLEN BENEDICT CT~~
~~APPLE~~
COLUMBIA, SC 29204
Pt. Age: 47 years
Date of Birth: 3/10/1966
CMRN: 000117747

MRN: B000069420; R000080444
FIN: R1319102173
Admit Date: 7/10/2013
Admit Time: 15:19 EDT
Discharge Date: 7/10/2013
Discharge Time: 18:18 EDT

Nursing Direct Charting

Respiratory

Procedure	Units	Reference Range	Recorded Time	Recorded By	Recorded Date
Oxygen Modality		Room Air	17:31 EDT	Wilson RN, Katherine C	7/10/2013
Respiratory Documentation		Respiratory System WNL	15:30 EDT	Wilson RN, Katherine C	7/10/2013
			15:25 EDT	Wilson RN, Katherine C	7/10/2013

Cardiovascular

Procedure	Units	Reference Range	Recorded Time	Recorded By	Recorded Date
Cardiovascular Documentation		Cardiovascular System WNL	15:30 EDT	Wilson RN, Katherine C	7/10/2013

Gastrointestinal

Procedure	Units	Reference Range	Recorded Time	Recorded By	Recorded Date
Gastrointestinal Documentation		Gastrointestinal Syst WNL	15:30 EDT	Wilson RN, Katherine C	7/10/2013

Renal-Urinary

Procedure	Units	Reference Range	Recorded Time	Recorded By	Recorded Date
Renal-Urinary Documentation		Renal/Urinary System WNL	15:30 EDT	Wilson RN, Katherine C	7/10/2013

Reproductive

Procedure	Units	Reference Range	Recorded Time	Recorded By	Recorded Date
Reproductive Documentation		Reproductive System WNL	15:30 EDT	Wilson RN, Katherine C	7/10/2013

Integumentary

Procedure	Units	Reference Range	Recorded Time	Recorded By	Recorded Date
Skin Color:		Normal	15:30 EDT	Wilson RN, Katherine C	7/10/2013
Skin Temperature		Warm			
Skin Condition		Intact, Dry			
Skin Turgor		Normal			
Integumentary Documentation		Integumentary Documentation			

Facility Info: Palmetto Health Richland

5 Richland Medical Park
Columbia, SC 29203-

Attending Physician: Wade MD, Michael D

Admitting Physician: Wade MD, Michael D

Patient Info: CLARK, CRYSTAL FAYE

~~PHYSICIAN: BENEDICT, DR. J.~~

~~COLUMBIA, SC 29203~~

PI. Age: 47 years

Date of Birth: 08/24/1966

CMRN: 000117747

MRN: B000069420; R000080444

FIN: R1319102173

Admit Date: 7/10/2013

Admit Time: 15:19 EDT

Discharge Date: 7/10/2013

Discharge Time: 18:18 EDT

Nursing Direct Charting

Wounds-Tubes-Dressings-Drains

Recorded Time: 15:30 EDT

Recorded By: Wilson RN, Katherine C

Recorded Date: 7/10/2013

Procedure	Units	Reference Range
Pressure Ulcer Present On Admission		No

Musculoskeletal System

Recorded Time: 15:30 EDT

Recorded By: Wilson RN, Katherine C

Recorded Date: 7/10/2013

Procedure	Units	Reference Range
Gait		Unable To Assess
Musculoskeletal Documentation		Musculoskeletal Documentation
Musculoskeletal Condition:		Painful
Musculoskeletal Site:		Left, Shoulder

Risk Precautions

Recorded Time: 15:30 EDT

Recorded By: Wilson RN, Katherine C

Recorded Date: 7/10/2013

Procedure	Units	Reference Range
Safety		See Below
History of Fall in Last 3 Months Morse		No
Presence of Secondary Diagnosis Morse		No
Use of Ambulatory Aid Morse		None, bedrest, wheelchair, nurse
IV/INT Fall Risk Morse		No
Gait Weak or Impaired Fall Risk Morse		Normal, bedrest, immobile
Mental Status Fall Risk Morse		Oriented to own ability
Morse Fall Risk Score		0
Participative in Fall Prevention		Yes

Textual Results

T3: 7/10/2013 15:30 EDT (Safety)

Adequate day/night lighting, Bag-Valve Mask, suction at BS, Bed Low/Brakes Locked, ID Band Checked, ID Band on, Instruct to Call, Non-skid socks/shoes with non-skid soles, Siderails up x2

Braden Scale

Recorded Time: 15:30 EDT

Recorded By: Wilson RN, Katherine C

Recorded Date: 7/10/2013

Procedure	Units	Reference Range
Sensory Perception		No Impairment (4)
Moisture		Rarely moist (4)
Activity		Walks frequently (4)
Mobility Braden		No limitations (4)
Nutrition		Excellent (4)
Friction and Shear		No apparent problem (3)
Braden Score		23

Facility Info: Palmetto Health Richland

5 Richland Medical Park
Columbia, SC 29203-

Attending Physician: Wade MD, Michael D

Admitting Physician: Wade MD, Michael D

Patient Info: CLARK, CRYSTAL FAYE

~~WILSON, KATHERINE C~~
~~APT LT~~

COLUMBIA SC 29204

Pt. Age: 47 years

Date of Birth: 07/10/1966

CMRN: 000117747

MRN: B000069420; R000080444

FIN: R1319102173

Admit Date: 7/10/2013

Admit Time: 15:19 EDT

Discharge Date: 7/10/2013

Discharge Time: 18:18 EDT

Direct Charting View

General Information

Recorded Date	Recorded By	Procedure Units	Mode of Arrival	Chief Complaint	ED Chief Complaint	Accompanied by-ED
7/10/2013	Wilson RN, Katherine C	EMS, Stretcher	See Below	Fall	Self	Child
7/10/2013	Wilson RN, Katherine C	EMS, Stretcher	-	-	-	-
7/10/2013	Stout, Jennifer C	EMS, Stretcher	-	-	-	-

Textual Results

T4 7/10/2013 15:25 EDT (Chief Complaint)
pt had mechanical fall down 3-4 steps. no LOC, pt now c/o, "left shoulder and neck pain"

Recorded Date	Recorded By	Procedure Units	Private Physician Called in ED?	Acuity
7/10/2013	Wilson RN, Katherine C	Wants EMS to see	4	

ED Documentation

DOCUMENT NAME: Triage PHED
SERVICE DATE/TIME: 7/10/2013 15:25 EDT
RESULT STATUS: Auth (Verified)
PERFORM INFORMATION: Wilson RN, Katherine C (7/10/2013 15:33 EDT)
ELECTRONICALLY SIGNED BY: Wilson RN, Katherine C (7/10/2013 15:33 EDT)

Triage PHED Entered On: 07/10/2013 15:34

Performed On: 07/10/2013 15:25 by Wilson RN, Katherine C

Chief Complaint PHED

ED Mode of Arrival: EMS, Stretcher

ED Chief Complaint: Fall

Chief Complaint: pt had mechanical fall down 3-4 steps. no LOC, pt now c/o, "left shoulder and neck pain"

Accompanied by-ED: Self

Information Obtained From: Patient

Temperature Oral: 97.8 DegF

Heart Rate Monitored: 73 bpm

Resp. Rate: 18 br/min

Pulse Ox Sat: 100 %

Systolic: 117 mmHg

Diastolic: 82 mmHg

NIBP Mean Calculated: 94 mmHg

Gynecological Status: Reproductive Age

Rh: Unknown/Not Tested

Open Past Medical History: Open

Implantable Devices: None

Communicable Disease Exposure: None

Facility Info: Palmetto Health Richland

5 Richland Medical Park
Columbia, SC 29203-

Attending Physician: Wade MD, Michael D

Admitting Physician: Wade MD, Michael D

Patient Info: CLARK, CRYSTAL FAYE

1949 ALLEN BENEDICT ST
COLUMBIA, SC 29204
Pt. Age: 47 years

Date of Birth: 3/4/1966

CMRN: 000117747

MRN: B000069420; R000080444

FIN: R1319102173

Admit Date: 7/10/2013

Admit Time: 15:19 EDT

Discharge Date: 7/10/2013

Discharge Time: 18:18 EDT

ED Documentation

Smoking Status : Current every day smoker

Communication Barriers : None

Allergies Screen : Open

Latex Allergy Screen : Open

ED Private Physician Call? : Wants EMS to see

Wilson RN, Katherine C - 07/10/2013 15:33

DGP GENERIC CODE

H Tracking Group : H Tracking Group

Wilson RN, Katherine C - 07/10/2013 15:33

DGP GENERIC CODE

ED Tracking Acuity : 4

Wilson RN, Katherine C - 07/10/2013 15:33

ED Triage Nurse : Wilson RN, Katherine C

Triage Date-Time : 07/10/2013 15:33

Wilson RN, Katherine C - 07/10/2013 15:33

Past Medical History

(As Of: 07/10/2013 15:34:28 EDT)

Past Medical History

Bipolar

Name of Problem: Bipolar ; Recorder: Nall RN, Kristee L;
Confirmation: Confirmed ; Classification: Medical ; Code:
388662014 ; Contributor System: PowerChart ; Last Updated:
01/30/2012 07:38 ; Life Cycle Date: 01/30/2012 ; Life Cycle
Status: Active ; Vocabulary: SNOMED CT

Oxygen Modality-ED

Oxygen Modality : Room Air

Wilson RN, Katherine C - 07/10/2013 15:33

Latex Screen

Diagnosed as Latex Allergic : No

Problem-Allergic Rxn to Rubber? : No

Medical Cond. Requiring Many Surgeries : No

Allergic Rxn to any foods : None listed below

Hx of Spina Bifida : No

Rxn During Surgery or Procedure : No

Wilson RN, Katherine C - 07/10/2013 15:33

Allergies

Allergy Information : Allergy Information Complete

Wilson RN, Katherine C - 07/10/2013 15:33
(As Of: 07/10/2013 15:34:28 EDT)

Allergies (Active)

NKA

Estimated Onset Date: Unspecified ; Created By: Sallings
RN, Alison H; Reaction Status: Active ; Category: Drug
Allergy ; Substance: NKA ; Type: Allergy ; Updated By:
Sallings RN, Alison H; Reviewed Date: 08/31/2011 14:38

Facility Info: Palmetto Health Richland

5 Richland Medical Park
Columbia, SC 29203-

Attending Physician: Wade MD, Michael D

Admitting Physician: Wade MD, Michael D

Patient Info: CLARK, CRYSTAL FAYE

~~1810 ALLEN BENEDICT CT~~
~~APT 111~~

~~COLUMBIA, SC 29204~~
Pt. Age: 47 years

Date of Birth: ~~04/06/66~~

CMRN: 000117747

MRN: B000069420; R000080444

FIN: R1319102173

Admit Date: 7/10/2013

Admit Time: 15:19 EDT

Discharge Date: 7/10/2013

Discharge Time: 18:18 EDT

ED Documentation

DOCUMENT NAME:

SERVICE DATE/TIME:

RESULT STATUS:

PERFORM INFORMATION:

ELECTRONICALLY SIGNED BY:

Emergency Dept

7/10/2013 18:21 EDT

Auth (Verified)

Brooks MD, Timothy M (7/10/2013 18:21 EDT)

Wade MD, Michael D (7/14/2013 23:42 EDT); Brooks MD,

Timothy M (7/14/2013 17:02 EDT)

Emergency Dept

PATIENT: CLARK, CRYSTAL

MR #: 000080444

ADMITTED: 07/10/2013

ACCOUNT #: 1319102173

DICT: Timothy Brooks, MD-R

DOB: 04/06/1966

PI.LOC: ED5

DATE OF VISITATION: 07/10/2013

ACCOUNT NUMBER: 1319102173

ATTENDING PHYSICIAN: Michael D. Wade, MD

CHIEF COMPLAINT: Neck pain and shoulder pain.

HISTORY OF PRESENT ILLNESS: This is a 45 year old African American female who presents to the emergency department with neck and shoulder pain after a mechanical fall. The patient tripped going down some stairs. She was able to grab onto the balcony, but hit her head on the wall. She denies any numbness or tingling, any upper or lower extremity neurological symptoms. She denies any loss of consciousness. She also complains of some left shoulder pain.

REVIEW OF SYSTEMS: Otherwise negative unless stated in the HPI.

MEDICATIONS: None.

ALLERGIES: None.

PAST SURGICAL HISTORY: Cesarean section.

SOCIAL HISTORY: The patient lives with her daughter. She denies illegal drugs other than marijuana. She is a smoker. She does not drink alcohol.

PHYSICAL EXAMINATION:

VITAL SIGNS: Temperature is 97.8, pulse is 73 respiratory rate is 18, blood pressure is 117/82, pulse oximetry is 100 percent.

Patient Name: CLARK, CRYSTAL FAYE

Page 10 of 27

Print Date/Time: 8/15/2013 15:01 EDT

Facility Info: Palmetto Health Richland

5 Richland Medical Park
Columbia, SC 29203-

Attending Physician: Wade MD, Michael D

Admitting Physician: Wade MD, Michael D

Patient Info: CLARK, CRYSTAL FAYE

4848 ALLEN BENEDICT CT
APT 117

COLUMBIA, SC 29203
Pl. Age: 47 years

Date of Birth: 07/10/1966

CMRN: 000117747

MRN: B000069420; R000080444

FIN: R1319102173

Admit Date: 7/10/2013

Admit Time: 15:19 EDT

Discharge Date: 7/10/2013

Discharge Time: 18:18 EDT

ED Documentation

GENERAL APPEARANCE: Awake, alert, oriented female. Full spinal precautions.

HEENT: Normocephalic, atraumatic. Extraocular muscles intact. Pupils equal, round, and reactive to light. She has moist mucous membranes.

Midface is stable. Tympanic membranes are without signs of trauma.

NECK: In a C-collar.

LUNGS: Breath sounds are clear and equal bilaterally without wheezes, rales, or rhonchi.

HEART: Normal S1, S2. No rubs, murmurs, or gallops.

ABDOMEN: Soft, nontender, nondistended. Bowel sounds present. No rebound or guarding.

SKIN: Warm and dry, without bruising, rashes, or lesions.

NEUROLOGICAL: Awake, alert, and oriented. She has GCS of 15. She moves upper and lower extremities evenly and symmetrically.

MEDICAL DECISION MAKING/EMERGENCY DEPARTMENT COURSE: This 47-year-old female presents for a mechanical fall without loss of consciousness. She was unable to be cleared initially on exam. For that reason, she underwent CT scan of the neck that shows degenerative disk disease at C6-C7 with no other acute findings. She had a left scapular film secondary to pain on palpation of the right scapular border. This showed no acute finding. The patient was moved from her C-collar. She arthroplasty, was given a dose of pain medication. I will be discharging her with a several day prescription of Flexeril. I will instruct her to use Motrin for the next 24-48 hours for pain. She may use a heating pad if she feels necessary, and she can follow up with her primary care physician in 4-5 days for a recheck if symptoms persist.

IMPRESSION:

1. Mechanical fall.
2. Neck strain.
3. History of marijuana abuse.

DISPOSITION: The patient was discharged with appropriate discharge and spinal precautions.

The patient seen and discussed with Dr. Michael Wade, who agrees with the assessment and plan as stated above.

DO: 07/10/2013 8:06 PM: 07/10/2013 18:21 PM: 420 30

Job #: 36661 Doc #: 33205802

cc: Timothy Brooks, MD-R

cc: Michael D. Wade, MD

I saw and evaluated the patient. I discussed with resident and agree with resident's findings and plan as written. I supervised all above procedures done by the resident.

Facility Info: Paimetto Health Richland
5 Richland Medical Park
Columbia, SC 29203-

Attending Physician: Wade MD, Michael D
Admitting Physician: Wade MD, Michael D

Patient Info: CLARK, CRYSTAL FAYE
1040 ALLEN BENEDICT CT
COLUMBIA, SC 29203
Pt. Age: 47 years
Date of Birth: 3/10/1966
CMRN: 000117747

MRN: B000069420; R000080444
FIN: R1319102173
Admit Date: 7/10/2013
Admit Time: 15:19 EDT
Discharge Date: 7/10/2013
Discharge Time: 18:18 EDT

ED Documentation

Electronically Signed & Verified on 07/14/2013 17:02
by Brooks MD, Timothy M

Electronically Signed & Verified on 07/14/13 23:42
by Wade MD, Michael D

ED Discharge Summary

DOCUMENT NAME: Discharge Summary PHED
SERVICE DATE/TIME: 7/10/2013 18:17 EDT
RESULT STATUS: Auth (Verified)
PERFORM INFORMATION: Wilson RN, Katherine C (7/10/2013 18:17 EDT)
ELECTRONICALLY SIGNED BY:

Discharge Summary PHED
07/10/13 06:17 pm Performed by Wilson RN, Katherine C
Entered on 07/10/13 06:18 pm

Discharge Summary PHED

Patient Disposition	Home or Self Care
Mode of Discharge	Wheelchair
Assisted By	Nurse Tech
Accompanied by-ED	Child
Reassessment of Chief Complaint-ED	Improved
Current Pain-Yes-No	No
IV/INT Discontinued	NA
Valuable-Belonging Return-ED	None taken

Patient & Family Education

Charting Department	Nursing
Person Educated	Patient
Able to Read	Yes
Patient Learning Preferences	Written
Patient Willingness To Learn	Consents to Education
Patient Readiness to Learn	No Barriers
Patient Outcomes-Participation	Verbalized Understanding
Education Method	Verbal, Written
Patient Follow Up Needed	After Discharge, As Ordered

Nursing-Nutrition-Surginet-L&D Pt-Fam Ed

Information Provided	Disease/Diagnosis, Medication
	Teaching, Patient Responsibilities

Facility Info: Palmetto Health Richland

5 Richland Medical Park
Columbia, SC 29203-

Attending Physician: Wade MD, Michael D

Admitting Physician: Wade MD, Michael D

Patient Info: CLARK, CRYSTAL FAYE

1810 ALLEN BENEDICT CT
COLUMBIA, SC 29204

Pt. Age: 47 years

Date of Birth: 3/10/1966

CMRN: 000117747

MRN: B000069420; R000080444

FIN: R1319102173

Admit Date: 7/10/2013

Admit Time: 15:19 EDT

Discharge Date: 7/10/2013

Discharge Time: 18:18 EDT

ED Discharge Summary

DOCUMENT NAME:

SERVICE DATE/TIME:

RESULT STATUS:

PERFORM INFORMATION:

ELECTRONICALLY SIGNED BY:

Depart Summary

7/10/2013 18:09 EDT

Auth (Verified)

Brooks MD, Timothy M (7/10/2013 18:09 EDT)

Brooks MD, Timothy M (7/10/2013 18:09 EDT)

Depart Summary

Palmetto Health Emergency Department Depart Summary

PERSON INFORMATION

Name CLARK, CRYSTAL FAYE a

Sex Female

Marital Status Single

MRN R000080444

Visit Reason NECK, SHOULDER PAIN

Enc Type ERR-Emergency Room

Track Group R Tracking Group

Tracking Id 970709627

Checkin 7/10/2013 3:19 PM

Arrival 7/10/2013 3 19 PM

Address:

1810 ALLEN BENEDICT CT COLUMBIA SC 29204

Age 47 Years

Language English

Phone (803) 873-5300

Visit Id

Specialty

Med Service Emergency Services

Discharge

Checkout

Acuity 4

Reg Status Cancelled

DOB 3/10/1966 12:00 AM

PCP

Acct# R1319102173

Referred by

Dispo Type

LOS 000 02:50

POWERFORMS

SCHEDULING

PHYS DOC NOTES

DEPART REASON INCOMPLETE INFORMATION

PROVIDER INFORMATION

Provider	Role	Assigned	Unassigned
Brooks MD, Timothy M	ED Resident	7/10/2013 3:24 PM	
Wilson RN, Katherine C	ED RN/LPN	7/10/2013 3:34 PM	
Wade MD, Michael D	ED Physician	7/10/2013 4:02 PM	

Patient Name: CLARK, CRYSTAL FAYE

Page 13 of 27

Print Date/Time: 8/15/2013 15:01 EDT

Facility Info: Palmetto Health Richland
5 Richland Medical Park
Columbia, SC 29203-

Attending Physician: Wade MD, Michael D
Admitting Physician: Wade MD, Michael D

Patient Info: CLARK, CRYSTAL FAYE
~~1976 ALICE BENEDICT~~
~~PA 1111~~
~~Community 36 29204~~
Pt. Age: 47 years
Date of Birth: 8/10/1966
CMRN: 000117747

MRN: B000069420; R000080444
FIN: R1319102173
Admit Date: 7/10/2013
Admit Time: 15:19 EDT
Discharge Date: 7/10/2013
Discharge Time: 18:18 EDT

ED Discharge Summary

VITALS INFORMATION

Vital Sign	Triage	Latest
Job		
Involve Family		
Contact		
Pain Onset		
Temp Intravascular		
Pulse Rate		
Respiratory Rate		
Blood Pressure	117 mmHg / 82 mmHg	104 mmHg / 52 mmHg

EVENTS INFORMATION

Event Name	Event Status	Request Date/Time	Start Date/Time	Complete Date/Time
Arrival	Complete	7/10/2013 3:19 PM	7/10/2013 3:19 PM	7/10/2013 3:19 PM
Registration	Complete	7/10/2013 3:19 PM	7/10/2013 3:56 PM	7/10/2013 3:56 PM
Arrival	Complete	7/10/2013 3:19 PM	7/10/2013 3:19 PM	7/10/2013 3:19 PM
Med Hx	Request	7/10/2013 3:19 PM		
Triage	Complete	7/10/2013 3:19 PM	7/10/2013 3:34 PM	7/10/2013 3:34 PM
Reg Loc Change	Complete	7/10/2013 3:23 PM	7/10/2013 3:24 PM	7/10/2013 3:24 PM
ED Bed Assign	Complete	7/10/2013 3:23 PM	7/10/2013 3:23 PM	7/10/2013 3:23 PM
MD Exam	Complete	7/10/2013 3:23 PM	7/10/2013 3:25 PM	7/10/2013 3:25 PM
Nurse Exam	Complete	7/10/2013 3:23 PM	7/10/2013 3:50 PM	7/10/2013 3:50 PM
Radiology	Complete	7/10/2013 3:33 PM	7/10/2013 4:31 PM	7/10/2013 4:31 PM
Meds	Request	7/10/2013 6:07 PM		
Discharge	Request	7/10/2013 6:09 PM		

LOCATION INFORMATION

Arrival	Nurse Unit	Room	Bed
7/10/2013 3:19 PM	R ED Red Zone	Red WR	
7/10/2013 3:23 PM	R ED Red Zone	R	250

ORDERS INFORMATION

Start Time	Order	Type	Status	Stop Time	Provider

Facility Info: Palmetto Health Richland

5 Richland Medical Park
Columbia, SC 29203-

Attending Physician: Wade MD, Michael D

Admitting Physician: Wade MD, Michael D

Patient Info: CLARK, CRYSTAL FAYE

~~1610 ALLEN BENEDICT CT~~
~~APT 11~~

~~COLUMBIA, SC 29204~~

Pt. Age: 47 years

Date of Birth: 3/10/1966

CMRN: 000117747

MRN: B000069420; R000080444

FIN: R1319102173

Admit Date: 7/10/2013

Admit Time: 15:19 EDT

Discharge Date: 7/10/2013

Discharge Time: 18:18 EDT

ED Discharge Summary

7/10/2013 6:09 PM	Discharge	Patient Care	Ordered	7/10/2013 6:09 PM	SYSTEM, SYSTEM
7/10/2013 3:34 PM	Evaluate Patient for Rhogam need	Patient Care	Ordered	7/10/2013 3:34 PM	SYSTEM, SYSTEM
7/10/2013 3:34 PM	Smoking Cessation	Patient Care	Ordered		SYSTEM, SYSTEM
7/10/2013 6:07 PM	acetaminophen -oxycodone	Pharmacy	Ordered	7/10/2013 6:07 PM	Brooks MD, Timothy M
7/10/2013 3:33 PM	CT Cervical Spine W/O IV Contrast	Radiology	Ordered	7/10/2013 3:33 PM	Brooks MD, Timothy M
7/10/2013 3:33 PM	CR Scapula Left	Radiology	Ordered	7/10/2013 3:33 PM	Brooks MD, Timothy M
7/10/2013 3:19 PM	Facility Charge Ticket	Health Information Management	Ordered	7/10/2013 3:19 PM	SYSTEM, SYSTEM

MEDICAL INFORMATION

Allergy Info:

NKA

Prescriptions Given

Prescription

Display

cyclobenzaprine (Flexcril 10 mg oral tablet)

10 mg - 1 tab, PO, 3xdaily, X 3 days, # 9 tab, 0 Refill(s)

ibuprofen (Motrin 800 mg oral tablet)

800 mg = 1 tab, PO, 3xdaily, # 90 tab, 0 Refill(s)

DISCHARGE INFORMATION

Discharge Disposition:

Discharge Location:

PATIENT EDUCATION INFORMATION

Instructions:

FALL, Mechanical

Facility Info: Palmetto Health Richland

5 Richland Medical Park
Columbia, SC 29203-

Attending Physician: Wade MD, Michael D

Admitting Physician: Wade MD, Michael D

Patient Info: CLARK, CRYSTAL FAYE

1810 ALLEN BENEDICT CT
APT L1

COLUMBIA, SC 29204-

Pl. Age: 47 years

Date of Birth: 3/10/1966

CMRN: 000117747

MRN: 8000069420; R000080444

FIN: R1319102173

Admit Date: 7/10/2013

Admit Time: 15:19 EDT

Discharge Date: 7/10/2013

Discharge Time: 18:18 EDT

ED Discharge Summary

Follow up:

With:

Address:

When:

Follow Up with primary care
provider

Within As Needed

Comments:

Call with any problems or questions.

Call/follow up with primary physician

Continue your current medications

Expect to be stiff & sore

DIAGNOSIS

Allergies

Substance	Updated Date/Time	Updated By	Allergy Type	Allergy Category	Severity	Recorded On Behalf Of	Reaction Status	Reaction Symptom	Reaction Onset	Informal Estimate	Reviewed Date/Time	Reviewed By	Data Source
NKA	1/7/2007 12:52 EST	Sallings RN, Alison H	Allergy	Drug Allergy		Sallings RN, Alison H	Active				8/31/2011 14:38 EDT	Acuff-Jarrell RN, Lori R	

Allergy History

Substance: NKA
Recorded Date/Time: 1/7/2007 12:52 EST

Recorded By:
Sallings RN, Alison H

Allergy Type: Allergy; Recorded On Behalf Of: Sallings RN, Alison H, Reaction Status: Active; Reviewed Date/Time: 8/31/2011 14:38 EDT; Reviewed By: Acuff-Jarrell RN, Lori R; Category Drug Allergy

Facility Info: Palmetto Health Richland

5 Richland Medical Park
Columbia, SC 29203-

Attending Physician: Wade MD, Michael D

Admitting Physician: Wade MD, Michael D

Patient Info: CLARK, CRYSTAL FAYE

1810 ALLEN BENEDICT CT
APT L1

COLUMBIA, SC 29204-
Pt. Age: 47 years

Date of Birth: 3/10/1966

CMRN: 000117747

MRN: B000069420, R000080444

FIN: R1319102173

Admit Date: 7/10/2013

Admit Time: 15:19 EDT

Discharge Date: 7/10/2013

Discharge Time: 18:18 EDT

Non Medication Orders

Order: CR Scapula Left

Order Start Date/Time: 7/10/2013 15:33 EDT

Order Date/Time: 7/10/2013 15:33 EDT

Order Status: Completed

Department Status: Completed

Catalog Type: Radiology

Activity Type: Radiology

End-state Date/Time: 7/10/2013 18:57 EDT

End-state Reason:

Ordered and Electronically Signed By: Brooks MD Timothy M

Consulting Physician:

Entered By: Meredith MD, William D on 7/10/2013 18:57 EDT

Order Details: 07/10/13 15:33:00, Stat, Reason: pain after fall, Transport: Stretcher

Order Comment:

Action Type: Order

Action Date/Time: 7/10/2013 15:33 EDT

Action Personnel: Brooks MD, Timothy M

Responsible Provider: Brooks MD, Timothy M

Supervising Provider:

Communication Type: CPOE

Order Details: 07/10/13 15:33:00, Stat, Reason: pain after fall, Transport: Stretcher

Review Information:

Nurse Review: No Longer Needing Review, SYSTEM, SYSTEM on 7/24/2013 23:06 EDT

Doctor Cosign: Not Required

Order Comment:

Action Type: Status Change

Action Date/Time: 7/10/2013 16:37 EDT

Action Personnel: Cook Willie M

Responsible Provider: Brooks MD, Timothy M

Supervising Provider:

Communication Type: CPOE

Order Details: 07/10/13 15:33:00, Stat, Reason: pain after fall, Transport: Stretcher

Review Information:

Doctor Cosign: Not Required

Order Comment:

Action Type: Status Change

Action Date/Time: 7/10/2013 16:59 EDT

Action Personnel: Cook, Willie M

Responsible Provider: Brooks MD, Timothy M

Supervising Provider:

Communication Type: CPOE

Order Details: 07/10/13 15:33:00, Stat, Reason: pain after fall, Transport: Stretcher

Review Information:

Doctor Cosign: Not Required

Order Comment:

Action Type: Complete

Action Date/Time: 7/10/2013 18:57 EDT

Action Personnel: Meredith MD, William D

Responsible Provider: Brooks MD, Timothy M

Supervising Provider:

Communication Type: CPOE

Order Details: 07/10/13 15:33:00, Stat, Reason: pain after fall, Transport: Stretcher

Review Information:

Doctor Cosign: Not Required

Order Comment:

Facility Info: Palmetto Health Richland
5 Richland Medical Park
Columbia, SC 29203-

Attending Physician: Wade MD, Michael D
Admitting Physician: Wade MD, Michael D

Patient Info: CLARK, CRYSTAL FAYE
1810 ALLEN BENEDICT CT
APT L1
COLUMBIA, SC 29204-
Pt. Age: 47 years
Date of Birth: 3/10/1966
CMRN: 000117747

MRN: B000069420; R000080444
FIN: R1319102173
Admit Date: 7/10/2013
Admit Time: 15:19 EDT
Discharge Date: 7/10/2013
Discharge Time: 18:18 EDT

Non Medication Orders

Order: CT Cervical Spine W/O IV Contrast

Order Start Date/Time: 7/10/2013 15:33 EDT

Order Date/Time: 7/10/2013 15:33 EDT

Order Status: Completed

Department Status: Completed

Catalog Type: Radiology

Activity Type: Radiology

End-state Date/Time: 7/10/2013 18:57 EDT

End-state Reason:

Ordered and Electronically Signed By: Brooks MD Timothy M

Consulting Physician:

Entered By: Meredith MD, William D on 7/10/2013 18:57 EDT

Order Details: 07/10/13 15:33:00, Stat, Reason: pain after fall, Transport: Stretcher

Order Comment:

Action Type: Order

Action Date/Time: 7/10/2013 15:33 EDT

Action Personnel: Brooks MD, Timothy M

Responsible Provider: Brooks MD, Timothy M

Supervising Provider:

Communication Type: CPOE

Order Details: 07/10/13 15:33:00, Stat, Reason: pain after fall, Transport: Stretcher

Review Information:

Nurse Review: No Longer Needing Review, SYSTEM, SYSTEM on 7/24/2013 23:06 EDT

Doctor Cosign: Not Required

Order Comment:

Action Type: Status Change

Action Date/Time: 7/10/2013 16:12 EDT

Action Personnel: Boncorddo, Joseph L

Responsible Provider: Brooks MD, Timothy M

Supervising Provider:

Communication Type: CPOE

Order Details: 07/10/13 15:33:00, Stat, Reason: pain after fall, Transport: Stretcher

Review Information:

Doctor Cosign: Not Required

Order Comment:

Action Type: Status Change

Action Date/Time: 7/10/2013 16:12 EDT

Action Personnel: Boncorddo, Joseph L

Responsible Provider: Brooks MD, Timothy M

Supervising Provider:

Communication Type: CPOE

Order Details: 07/10/13 15:33:00, Stat, Reason: pain after fall, Transport: Stretcher

Review Information:

Doctor Cosign: Not Required

Order Comment:

Action Type: Complete

Action Date/Time: 7/10/2013 18:57 EDT

Action Personnel: Meredith MD, William D

Responsible Provider: Brooks MD, Timothy M

Supervising Provider:

Communication Type: CPOE

Order Details: 07/10/13 15:33:00, Stat, Reason: pain after fall, Transport: Stretcher

Review Information:

Doctor Cosign: Not Required

Order Comment:

Facility Info: Palmetto Health Richland

5 Richland Medical Park
Columbia, SC 29203-

Attending Physician: Wade MD, Michael D

Admitting Physician: Wade MD, Michael D

Patient Info: CLARK, CRYSTAL FAYE

1810 ALLEN BENEDICT CT
APT L1

COLUMBIA, SC 29204-
Pt. Age: 47 years

Date of Birth: 3/10/1966

CMRN: 000117747

MRN: B000069420, R000080444

FIN: R1319102173

Admit Date: 7/10/2013

Admit Time: 15:19 EDT

Discharge Date: 7/10/2013

Discharge Time: 18:18 EDT

Non Medication Orders

Order: Discharge

Order Start Date/Time: 7/10/2013 18:09 EDT

Order Date/Time: 7/10/2013 18:09 EDT

Order Status: Discontinued

Department Status: Discontinued

Catalog Type: Patient Care

Activity Type: Communication Orders

End-state Date/Time: 7/11/2013 15:04 EDT

Ordered and Electronically Signed By: SYSTEM, SYSTEM

End-state Reason:

Consulting Physician:

Entered By: SYSTEM, SYSTEM on 7/11/2013 15:04 EDT

Order Details: 07/10/13 18:09:31, Referral No, 07/10/13 18:09:31

Order Comment:

Action Type: Order

Action Date/Time: 7/10/2013 18:09 EDT

Action Personnel: SYSTEM, SYSTEM

Responsible Provider: SYSTEM, SYSTEM

Supervising Provider:

Communication Type: Discern Expert

Order Details: 07/10/13 18:09:31, Referral No, 07/10/13 18:09:31

Review Information:

Doctor Cosign: Not Required

Order Comment:

Action Type: Discontinue

Action Date/Time: 7/11/2013 15:04 EDT

Action Personnel: SYSTEM, SYSTEM

Responsible Provider: SYSTEM, SYSTEM

Supervising Provider:

Communication Type:

Order Details: 07/10/13 18:09:31, Referral No, 07/10/13 18:09:31

Review Information:

Doctor Cosign: Not Required

Order Comment:

Order: Evaluate Patient for Rhogam need

Order Start Date/Time: 7/10/2013 15:34 EDT

Order Date/Time: 7/10/2013 15:34 EDT

Order Status: Discontinued

Department Status: Discontinued

Catalog Type: Patient Care

Activity Type: Asmt/Tx/Monitoring

End-state Date/Time: 7/11/2013 15:04 EDT

Ordered and Electronically Signed By: SYSTEM, SYSTEM

End-state Reason:

Consulting Physician:

Entered By: SYSTEM, SYSTEM on 7/11/2013 15:04 EDT

Order Details: 07/10/13 15:34:29

Order Comment: From Admission History form

Action Type: Order

Action Date/Time: 7/10/2013 15:34 EDT

Action Personnel: SYSTEM, SYSTEM

Responsible Provider: SYSTEM, SYSTEM

Supervising Provider:

Communication Type: Discern Expert

Order Details: 07/10/13 15:34:29

Review Information:

Doctor Cosign: Not Required

Order Comment: From Admission History form

Action Type: Discontinue

Action Date/Time: 7/11/2013 15:04 EDT

Action Personnel: SYSTEM, SYSTEM

Responsible Provider: SYSTEM, SYSTEM

Supervising Provider:

Communication Type:

Order Details: 07/10/13 15:34:29

Review Information:

Doctor Cosign: Not Required

Order Comment:

Facility Info: Palmetto Health Richland

5 Richland Medical Park
Columbia, SC 29203-

Attending Physician: Wade MD, Michael D

Admitting Physician: Wade MD, Michael D

Patient Info: CLARK, CRYSTAL FAYE

1810 ALLEN BENEDICT CT
APT L1

COLUMBIA, SC 29204-
Pt. Age: 47 years

Date of Birth: 3/10/1966

CMRN: 000117747

MRN: B000069420; R000080444

FIN: R1319102173

Admit Date: 7/10/2013

Admit Time: 15:19 EDT

Discharge Date: 7/10/2013

Discharge Time: 18:18 EDT

Non Medication Orders

Order: Facility Charge Ticket

Order Start Date/Time: 7/10/2013 15:19 EDT

Order Date/Time: 7/10/2013 15:19 EDT

Order Status: Completed

Department Status: Completed

Catalog Type: Health Information
Management

Activity Type: Health Information
Management

End-state Date/Time: 7/11/2013 12:16 EDT

Ordered and Electronically Signed By: SYSTEM, SYSTEM

End-state Reason:
Consulting Physician:

Entered By: Stoul, Jennifer C on 7/11/2013 12:16 EDT

Order Details: 07/10/13 15:19:53 Stop 07/10/13 15:19:53

Order Comment:

Action Type: Order

Action Date/Time: 7/10/2013 15:19 EDT

Action Personnel: SYSTEM, SYSTEM

Responsible Provider: SYSTEM, SYSTEM

Supervising Provider:

Communication Type: Discern Expert

Order Details: 07/10/13 15:19:53 Stop 07/10/13 15:19:53

Review Information:

Doctor Cosign: Not Required

Order Comment:

Action Type: Complete

Action Date/Time: 7/11/2013 12:16 EDT

Action Personnel: Stoul, Jennifer C

Responsible Provider: SYSTEM, SYSTEM

Supervising Provider:

Communication Type:

Order Details: 07/10/13 15:19:53 Stop 07/10/13 15:19:53

Review Information:

Doctor Cosign: Not Required

Order Comment:

Order: Smoking Cessation

Order Start Date/Time: 7/10/2013 15:34 EDT

Order Date/Time: 7/10/2013 15:34 EDT

Order Status: Discontinued

Department Status: Discontinued

Catalog Type: Patient Care

Activity Type: Communication Orders

End-state Date/Time: 7/11/2013 15:04 EDT

Ordered and Electronically Signed By: SYSTEM, SYSTEM

End-state Reason:

Entered By: SYSTEM, SYSTEM on 7/11/2013 15:04 EDT

Consulting Physician:

Order Details: 07/10/13 15:34:29 Routine

Order Comment: From Admission Referral Form

Action Type: Order

Action Date/Time: 7/10/2013 15:34 EDT

Action Personnel: SYSTEM, SYSTEM

Responsible Provider: SYSTEM, SYSTEM

Supervising Provider:

Communication Type: Discern Expert

Order Details: 07/10/13 15:34:29 Routine

Review Information:

Doctor Cosign: Not Required

Order Comment: From Admission Referral Form

Action Type: Discontinue

Action Date/Time: 7/11/2013 15:04 EDT

Action Personnel: SYSTEM, SYSTEM

Responsible Provider: SYSTEM, SYSTEM

Supervising Provider:

Communication Type:

Order Details: 07/10/13 15:34:29 Routine

Review Information:

Doctor Cosign: Not Required

Order Comment:

Patient Name: CLARK, CRYSTAL FAYE

Page 20 of 27

Print Date/Time: 8/15/2013 15:01 EDT

Facility Info: Palmetto Health Richland

5 Richland Medical Park
Columbia, SC 29203-

Attending Physician: Wade MD, Michael D

Admitting Physician: Wade MD, Michael D

Patient Info: CLARK, CRYSTAL FAYE

1810 ALLEN BENEDICT CT

APT L1

COLUMBIA, SC 29204-

Pt. Age: 47 years

Date of Birth: 3/10/1966

CMRN: 000117747

MRN: B000069420; R000080444

FIN: R1319102173

Admit Date: 7/10/2013

Admit Time: 15:19 EDT

Discharge Date: 7/10/2013

Discharge Time: 18:18 EDT

Medication Orders

Order: acetaminophen-oxycodone (Percocet 5/325)

Order Start Date/Time: 7/10/2013 18:07 EDT

Order Date/Time: 7/10/2013 18:07 EDT

Order Status: Completed

Clinical Category: Medications

Medication Type: Inpatient

End-state Date/Time: 7/10/2013 18:14 EDT

End-state Reason:

Ordered and Electronically Signed By: Brooks MD Timothy M

Consulting Physician:

Entered By: Wilson RN, Katherine C on 7/10/2013 18:14 EDT

Order Details: 1 tab, Tab, PO, OT STAT. Start Date: 07/10/13 18:07:00, Stop date 07/10/13 18:07:00

Order Comment:

Order: ibuprofen (Motrin 800 mg oral tablet)

Order Start Date/Time: 7/10/2013 18:08 EDT

Order Date/Time: 7/10/2013 18:08 EDT

Order Status: Completed

Clinical Category: Medications

Medication Type: Prescription

End-state Date/Time: 8/9/2013 18:08 EDT

End-state Reason:

Ordered and Electronically Signed By: Brooks MD Timothy M

Consulting Physician:

Entered By: SYSTEM, SYSTEM on 8/9/2013 18:10 EDT

Order Details: 800 mg = 1 tab, PO, 3x daily, # 90 tab, 0 Refill(s)

Order Comment:

Order: cyclobenzaprine (Flexeril 10 mg oral tablet)

Order Start Date/Time: 7/10/2013 18:09 EDT

Order Date/Time: 7/10/2013 18:09 EDT

Order Status: Completed

Clinical Category: Medications

Medication Type: Prescription

End-state Date/Time: 7/13/2013 18:09 EDT

End-state Reason:

Ordered and Electronically Signed By: Brooks MD, Timothy M

Consulting Physician:

Entered By: SYSTEM, SYSTEM on 7/13/2013 18:10 EDT

Order Details: 10 mg = 1 tab, PO, 3x daily, X 3 days, # 9 tab, 0 Refill(s)

Order Comment:

Immunizations

Vaccine:

tetanus-diphtheria toxoids

Date Given:

8/31/2011 15:40 EDT

Age:

45 years

Admin Person:

Templeton RN, David A

Site:

Left Deltoid

Route:

IM

Amount:

0.5mL

Manufacturer:

SanoI Pasteur

Lot Number:

U3768AA

Expiration Date:

2/1/2013 00:00 EST

Data Source:

PowerChart

Radiology

ACCESSION	EXAM DATE/TIME	PROCEDURE	ORDERING PROVIDER	STATUS
CT-13-041761	7/10/2013 16:12 EDT	CT Cervical Spine W/O IV Contrast	Brooks MD, Timothy M	Auth (Verified)

Reason For Exam

(CT Cervical Spine W/O IV Contrast) pain after fall

Facility Info: Palmetto Health Richland
5 Richland Medical Park
Columbia, SC 29203-

Attending Physician: Wade MD, Michael D

Admitting Physician: Wade MD, Michael D

Patient Info: CLARK, CRYSTAL FAYE

1810 ALLEN BENEDICT CT
APT L1

COLUMBIA, SC 29204-

Pt. Age: 47 years

Date of Birth: 3/10/1966

CMRN: 000117747

MRN: B000069420; R000080444

FIN: R1319102173

Admit Date: 7/10/2013

Admit Time: 15:19 EDT

Discharge Date: 7/10/2013

Discharge Time: 18:18 EDT

Radiology

ACCESSION	EXAM DATE/TIME	PROCEDURE	ORDERING PROVIDER	STATUS
CT-13-041761	7/10/2013 16:12 EDT	CT Cervical Spine W/O IV Contrast	Brooks MD, Timothy M	Auth (Verified)

Findings:

CERVICAL CT

HISTORY: Fell, with pain.

TECHNIQUE: Trauma protocol was used. Axial images were acquired followed by coronal and sagittal reconstructions.

FINDINGS: No fractures or dislocations are seen. There is advanced disc degeneration at C6-7, but this is similar to the previous study in 2011, with probably some progression.

Spondylosis at C6-7, slightly more advanced than the study in 2011. There is a prominent vein in the C4 vertebral body, but this has not changed in appearance from the previous exam.

IMPRESSION: There is some disc degeneration, slightly more progressed at the 6-7 level, with no acute findings otherwise and no changes since 2011.

*** Final ***

Trans On: 07/10/2013 18:00 by: WLC

Read by: Meredith MD, William D

Released By: Meredith MD, William D

Released on: 07/10/2013 18:56

ACCESSION	EXAM DATE/TIME	PROCEDURE	ORDERING PROVIDER	STATUS
CR-13-108617	7/10/2013 16:59 EDT	CR Scapula Left	Brooks MD, Timothy M	Auth (Verified)

Reason For Exam

(CR Scapula Left) pain after fall

Facility Info: Palmetto Health Richland
5 Richland Medical Park
Columbia, SC 29203-

Attending Physician: Wade MD, Michael D

Admitting Physician: Wade MD, Michael D

Patient Info: CLARK, CRYSTAL FAYE

1810 ALLEN BENEDICT CT

APT L1

COLUMBIA, SC 29204-

Pl. Age: 47 years

Date of Birth: 3/10/1966

CMRN: 000117747

MRN: B000069420; R000080444

FIN: R1319102173

Admit Date: 7/10/2013

Admit Time: 15:19 EDT

Discharge Date: 7/10/2013

Discharge Time: 18:18 EDT

Radiology

ACCESSION	EXAM DATE/TIME	PROCEDURE	ORDERING PROVIDER	STATUS
CR-13-108617	7/10/2013 16:59 EDT	CR Scapula Left	Brooks MD, Timothy M	Auth (Verified)

Findings:

LEFT SHOULDER

HISTORY: Fell with pain.

Internally and externally rotated and scapular Y-views were obtained.

No fracture or dislocation is seen.

IMPRESSION: No acute finding.

*** Final ***

Trans On: 07/10/2013 17:26 by: SDH

Read by: Meredith MD, William D

Released By: Meredith MD, William D

Released on: 07/10/2013 18:56

Medication Administration

Medications

Admin Date/Time: 7/10/2013 18:14 EDT

Medication Name: acetaminophen-oxycodone (Percocet 5/325)

Charted Date/Time: 7/10/2013 18:14 EDT

Ingredients: Percocet 5/325 1 tab

Admin Details: (Auth) PO

Action Details: Order: Brooks MD, Timothy M 7/10/2013 18:07 EDT; Perform: Wilson RN, Katherine C 7/10/2013 18:14 EDT. VERIFY: Wilson RN, Katherine C 7/10/2013 18:14 EDT

Education

Patient Name: CLARK, CRYSTAL FAYE
Date of Birth: 3/10/1986

MRN: B000069420; R000000444
FIN: R1319102173

* Auth (Verified) *

I, CRYSTAL CLARK, have received the Physician's Discharge Summary, my patient education materials, and have verbalized understanding

Crystal Clark
Patient Signature

Date

K. Carter
Provider Signature

Date

7/10/13

MRN: R000080444

FIN: R1319102173



Name: CLARK, CRYSTAL FAYE
MRN: R000080444

5 of 5

Jul/10/2013 18:09:29

Facility Info: Palmetto Health Richland

5 Richland Medical Park
Columbia, SC 29203-

Attending Physician: Wade MD, Michael D

Admitting Physician: Wade MD, Michael D

Patient Info: CLARK, CRYSTAL FAYE

1810 ALLEN BENEDICT CT

APT L1

COLUMBIA, SC 29204-

Pt. Age: 47 years

Date of Birth: 3/10/1966

CMRN: 000117747

MRN: B000069420; R000080444

FIN: R1319102173

Admit Date: 7/10/2013

Admit Time: 15:19 EDT

Discharge Date: 7/10/2013

Discharge Time: 18:18 EDT

Administrative

Patient Name: CLARK CRYSTAL FAYE
Date of Birth: 3/10/1966

MRN: B000068420; R000000444
FIN: R1319102173

* Auth (Verified) *

CLARK, CRYSTAL FAYE
R1319102173
MR 000000444 EMS, EMS
03/10/1966 47Y F



CONSENT FOR EXAMINATIONS, TREATMENTS AND OPERATIONS

Consent for Examinations, Treatments, and Operations: I hereby consent to and authorize Palmetto Health and the physician or surgeon in charge of my case to perform such examinations, treatments, operations, diagnostic procedures, administration of blood and blood products and necessary anesthetics which may in his/her opinion be necessary.

I consent to the disposal by hospital authorities of any tissue or members which may be removed during the course of my treatment. I further understand if my tissue is used rather than destroyed, it will not be linked to my name or any other identifier that could be traced to me.

To protect myself and others, I also give permission to have blood drawn and tested for infectious diseases including, but not limited to, HIV (AIDS virus) and Hepatitis. I further understand that certain circumstances require mandatory disclosure to organizations such as the State Health Department.

Palmetto Health is a medical teaching institution; therefore, residents and other health providers in training may be involved in my care under the supervision of an attending physician. I further understand that video cameras may be used in patient rooms for observation purposes.

I understand that my medical records will be exchanged among my health care providers through a Health Information Exchange (HIE). Participating in the HIE is not a condition to receive healthcare. Palmetto Health will follow state and federal laws, including HIPAA, when protecting the release of sensitive information. Sensitive information includes but is not limited to behavioral health, drug/alcohol/substance, abuse treatment, sexual abuse, genetics testing, HIV/STD and adoption records.

PERSONAL VALUABLES RELEASE

I understand that Palmetto Health maintains an area for storage and safekeeping of my money and valuables, and that I may deposit such items with Palmetto Health for safekeeping. I further understand that the hospital will not be responsible or liable for the loss or damage to any money and valuables, which I do not deposit with the Hospital. I have voluntarily chosen not to deposit my money and valuables with the Hospital and assume full responsibility for any and all loss of or damage to my money and valuables, to include all electronic devices, and I further agree that Palmetto Health shall be held harmless for any and all such loss or damage.

I certify that I have read the foregoing Release and that I fully understand its provisions.

Acknowledgment of Notice of Privacy Practices

My signature acknowledges my receipt of the Notice of Privacy Practices from Palmetto Health.

Acknowledgement of Patient's Bill of Rights

My signature acknowledges the availability of the Patient's Bill of Rights (which includes provisions of the Lewis Blackman Patient Safety Act)

Directory Inclusion/Exclusion

I have chosen to opt out of the Palmetto Health directory: _____

I have been offered information or assistance regarding Advanced Directives:

Patient's Initials C.C.

I certify that I have read the Personal Valuables Release and fully understand its provisions: Patient's Initials C.C.

I have received a copy of the Lewis Blackman Patient Safety Act Letter

Patient's Initials C.C.

I give Palmetto Health permission to obtain all my medication/prescription history when using an electronic system to process prescriptions for my medical treatment. This would include Communicable disease, mental health and chemical dependency prescriptions.

Patient's Initials C.C.

Advanced Directives

Do you have an Advanced Directive?
(Living Will or Healthcare Power of Attorney)

No

Are you an Organ Donor?

NO



Crystal Faye Clark
Patient or Patient Designee/Representative

Date

Vina Brazos
Witness Signature

Date

* Auth (Verified) *

CLARK, CRYSTAL FAYE
R1319102173
MR 000080444 EMS, EMS
03/10/1966 47Y F



GUARANTY AND ASSIGNMENT OF INSURANCE BENEFITS

I hereby guaranty payment to Palmetto Health d/b/a Palmetto Health Richland, d/b/a Palmetto Health Baptist, d/b/a Baptist Easley Hospital and my attending and consulting physician(s) (including, but not limited to, pathologists, radiologists and anesthesiologists), for all charges and services incurred for the account(s) of the patient from date of admission until discharge. I do hereby assign to Palmetto Health and /or Baptist Easley Hospital and/or my attending and consulting physician(s) (including, but not limited to, pathologists, radiologists, and anesthesiologists), any and all medical insurance, health benefits, hospital benefits, sick benefits, injury benefits and settlement proceeds due or payable because of liability of a third party, payable by any party, organization or insurance company, or other sources of payment, unless I pay the account(s) in full upon discharge, (the "Assignment").

If I fail to pay all charges when due I agree to pay all costs of collection, including attorneys fees, collection costs and court costs.

I hereby authorize and request Palmetto Health and/or Baptist Easley Hospital and/or my attending and consulting physician(s) (including, but not limited to, pathologists, radiologists and anesthesiologists) to release and furnish medical information, necessary to support claims submitted, to any entities for payment, pursuant to the above Assignment.

In the event the undersigned is entitled to health care or medical benefits of any type whatsoever, arising out of any policy of insurance insuring the patient or any party liable to the patient, said benefits are hereby assigned to Palmetto Health and/or Baptist Easley Hospital and/or my attending and consulting physician(s) (including, but not limited to, pathologists, radiologists, and anesthesiologists), for application to the patient account(s) for services rendered.

I do hereby appoint and assign to Palmetto Health and /or Baptist Easley Hospital and/or my attending and consulting physician(s) (including, but not limited to, pathologists, radiologists, and anesthesiologists) as my true and lawful attorneys in fact, to act on my behalf, with the full power and authority to collect any and all charges incurred for the benefit of the patient pursuant to the assignment of benefits set forth above. I further authorize and appoint Palmetto Health / Baptist Easley Hospital as my agent to appeal any denial of insurance coverage by a third party. I understand that Palmetto Health / Baptist Easley Hospital does not accept responsibility for collecting any insurance proceeds or negotiating a settlement on a disputed claim nor is Palmetto Health / Baptist Easley Hospital required to appeal any denial of insurance benefits.

ACKNOWLEDGEMENT OF RECEIPT OF MEDICARE/TRICARE MEDICAL INFORMATION

7/10/13
Date

Crystal Faye Clark
Patient (Parent or Guardian in case of minor)

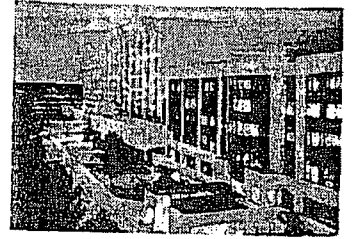
Vina Quaker
Witness Signature

Spouse or Insured if other than Patient





PALMETTO HEALTH



Dear Crystal Faye Clark:

This account remains outstanding with Palmetto Health. If your account is not resolved within 20 days of the date of this letter, it will be considered for further collection activity, which may include placement with an outside collection agency.

If you wish to stop this action, please contact us immediately at (803) 296-7900 or 1-800-499-5962 to complete a payment arrangement.

Palmetto Health offers financial assistance to the underinsured and uninsured.

Thank You,
Patient Representative
Professional Hospital Services
Palmetto Health
(803) 296-7900
BD75

► ACCOUNT SUMMARY

Statement Date: 09/08/13
Service Date(s): 07/10/2013 - 07/10/2013
Account Number: R1319102173
Account Balance: \$4,719.00

► INSURANCE INFORMATION

Contact us if any of this information is incorrect. Please note only primary and secondary insurances are listed on this statement.

PRIMARY

Insurance: SELF-PAY
Name of Insured: CRYSTAL FAYE CLARK
ID Number:

SECONDARY

Insurance:
Name of Insured:
ID Number:

Para Asistencia en Español llamar a 800-499-5962

PALMETTO HEALTH
293 Greystone Blvd
First Floor
Columbia, SC 29210 B

STATEMENT DATE: 09/08/13

PAGE: 1 of 2

* ADDRESSEE

CRYSTAL FAYE CLARK
1810 ALLEN BENEDICT CT APT L1
COLUMBIA SC 29204-1039

☐ Please check box if address is incorrect or insurance information has changed and indicate change(s) on reverse side.

IF PAYING BY CREDIT CARD, FILL OUT BELOW.		
☐	☐	☐
CARD NUMBER		EXP. DATE
FULL NAME (Please Print)		CCV CODE
SIGNATURE		
PATIENT NAME AND ACCOUNT NUMBER		DATES OF SERVICE
CRYSTAL FAYE CLARK - R1319102173		07/10/2013 - 07/10/2013
ACCOUNT BALANCE	TOTAL CHARGES	AMOUNT PAID
\$4,719.00	\$4,719.00	\$

REMIT TO

PALMETTO HEALTH RICHLAND
C/O PAYMENT PROCESSING
PO BOX 402111
ATLANTA, GA 30384-2111

R09082013R131910217300004719006

HOSPITAL SUMMARY OF CHARGES

Description	Amount	Description	Amount
DX X-RAY	215.00		
CT SCAN/BODY	3533.00		
EMERGENCY ROOM	950.00		
SELF ADMINISTERED DRUGS	21.00		
TOTAL CHARGES	4719.00		
TOTAL INSURANCE PAYMENTS	0.00		
TOTAL ADJUSTMENTS	0.00		
TOTAL PATIENT PAYMENTS	0.00		
ACCOUNT BALANCE	4,719.00		

Date(s) of Service	Location	Account Number
07/10/2013 - 07/10/2013	EMERGENCY ROOM	R1319102173

Customer Service

If you have any questions regarding this balance or would like an itemized statement, please contact our Patient Financial Services at 803-296-7900 or 800-499-5962. Monday through Friday, 8:30 a.m. to 5:00 p.m.. You may email questions to us at: www.palmettohealth.org. Written correspondence - Palmetto Health Richland, C/O Payment Processing, PO Box 402111, Atlanta, GA 30384-2111

Other Bills You May Receive

You may receive bills from your own doctor, doctors who assisted in your care, or from other facilities. The doctors and facilities bill for their services separately, and may include:

Radiology:	(803) 434-2600
Pathology:	(866) 252-1913
Anesthesiology:	(803) 434-6151
ER Doctor Billing:	(800) 877-7564

PITTS RADIOLOGY
PO BOX 602728
CHARLOTTE, NC 28260-2728



EZ
Ways To Pay...

CRYSTAL F CLARK
1810 ALLEN BENEDICT CT APT L1
COLUMBIA SC 29204-1039



www.ezmedinfo.com/pitts



Automated Attendant
866.481.7572 (24 hours a day)

For Payments Please Call: 888.960.6312 For Billing Questions Please Call: 866.481.7572

Account Number	Amount Due	Statement Date	Date Due
439439-QPITT	\$220.00	08/08/13	Upon Receipt

STATEMENT

Account Summary

Account Number	439439-QPITT
Patient Payments in Last 30 Days	0.00
Current Statement Balance	220.00
Charges Pending w/ Insurance	0.00
Total Account Balance	220.00

See Detail on Back

Insurance Information

PLEASE CONFIRM THAT INFORMATION IS CORRECT
TO UPDATE GO TO www.ezmedinfo.com/pitts

PRIMARY

Insurance	
Group/Plan	
ID Number	

SECONDARY

Insurance	
Address	
City/State/Zip	
Group/Plan	
ID Number	

New & Improved Online Experience



Go Green

Pay Online | Update Info

Pay Online | Update Info

Gain the power to pay your bill or update your information
at your convenience 24 hours a day. This not only
benefits the environment it benefits you and your time!

About Your Statement

Our records indicate there is still an outstanding
balance on this account. Please go online and make a
payment. If you have insurance and your statement
does not reflect your insurance information or that
the claim has been filed please go online and make
sure we have your correct insurance information. You
can also call our automated phone system 24 hours a
day at the number listed above to make a payment or
update your insurance. Thank you!

See Statement Details on Back

108043-241

PITTS RADIOLOGY
PO BOX 602728
CHARLOTTE, NC 28260-2728

Patient Name: CRYSTAL CLARK
Invoice Number: 3623896
Billing Questions: 1.866.481.7572

CRYSTAL F CLARK
1810 ALLEN BENEDICT CT APT L1
COLUMBIA SC 29204-1039

108043 - 241

STATEMENT DATE	PAY THIS AMOUNT	ACCOUNT NO.
08/08/13	\$220.00	439439-QPITT
CHARGES TO DATE	DEBITED	SHOW AMOUNT
STATEMENT TO DATE	PAID	PAID HERE
NEXT STATEMENT		

MAKE CHECKS PAYABLE / REMIT TO:

PITTS RADIOLOGY
PO BOX 602728
CHARLOTTE, NC 28260-2728

0362389600022000000000439439PITT7

Pay Online: www.ezmedinfo.com/pitts

Dowdy Rudolph Chiropractic LLC
1408 Elmwood Avenue
Columbia, SC 29201
803-376-6293
Thursday August 8, 2013

Billing Date: August 8, 2013
Patient : Crystal F Clark #466

Crystal F Clark #466
1810 Allendbent Ct apt h1
Columbia, SC 29204

Diagnosis:

847.0 Sprain/Strain Injury To Cervical Area
847.1 Thoracic Sprain/Strain
847.2 Lumbar Sprain/Strain
728.85 Spasm Of Muscles

Charges For Bill #1:

07/15/2013 - 07/15/2013	99203	New PT Exam 30 mins	115.00
07/15/2013 - 07/15/2013	72040	Xray cervical 2-3 view	90.00
07/15/2013 - 07/15/2013	98940	CMT 1-2 Regions	35.00
07/15/2013 - 07/15/2013	97012	Traction Mechanical	100.00
07/15/2013 - 07/15/2013	97032	Electrical StimulatioAttended	25.00
07/15/2013 - 07/15/2013	97035	Ultrasound	25.00
07/16/2013 - 07/16/2013	98940	CMT 1-2 Regions	35.00
07/16/2013 - 07/16/2013	97012	Traction Mechanical	100.00
07/16/2013 - 07/16/2013	97032	Electrical StimulatioAttended	25.00
07/16/2013 - 07/16/2013	97035	Ultrasound	25.00
07/17/2013 - 07/17/2013	98940	CMT 1-2 Regions	35.00
07/17/2013 - 07/17/2013	97012	Traction Mechanical	100.00
07/17/2013 - 07/17/2013	97032	Electrical StimulatioAttended	25.00
07/17/2013 - 07/17/2013	97035	Ultrasound	25.00
07/18/2013 - 07/18/2013	98940	CMT 1-2 Regions	35.00
07/18/2013 - 07/18/2013	97012	Traction Mechanical	100.00
07/18/2013 - 07/18/2013	97032	Electrical StimulatioAttended	25.00
07/18/2013 - 07/18/2013	97035	Ultrasound	25.00
07/23/2013 - 07/23/2013	98941	CMT 3-4 Regions	45.00
07/23/2013 - 07/23/2013	97012	Traction Mechanical	100.00
07/23/2013 - 07/23/2013	97032	Electrical StimulatioAttended	25.00
07/23/2013 - 07/23/2013	97035	Ultrasound	25.00
07/23/2013 - 07/23/2013	97010	Hot or cold pack	18.00
07/29/2013 - 07/29/2013	98941	CMT 3-4 Regions	45.00
07/29/2013 - 07/29/2013	97032	Electrical StimulatioAttended	25.00
07/29/2013 - 07/29/2013	97035	Ultrasound	25.00
07/29/2013 - 07/29/2013	97010	Hot or cold pack	18.00
07/31/2013 - 07/31/2013	98941	CMT 3-4 Regions	45.00
07/31/2013 - 07/31/2013	97032	Electrical StimulatioAttended	25.00
07/31/2013 - 07/31/2013	97035	Ultrasound	25.00
07/31/2013 - 07/31/2013	97010	Hot or cold pack	18.00
08/02/2013 - 08/02/2013	98941	CMT 3-4 Regions	45.00
08/02/2013 - 08/02/2013	97032	Electrical StimulatioAttended	25.00

Page 2 Crystal F Clark #466

08/02/2013 - 08/02/2013	97035	Ultrasound	25.00
08/02/2013 - 08/02/2013	97010	Hot or cold pack	18.00
08/06/2013 - 08/06/2013	99213	Established pt exam	40.00
08/06/2013 - 08/06/2013	98940	CMT 1-2 Regions	35.00
08/06/2013 - 08/06/2013	97014	Electrical Stimulation Unattended	25.00
08/06/2013 - 08/06/2013	97010	Hot or cold pack	18.00

Bill #1 totals:

Billed Charges	: \$1615.00
Ins. Co. Payments	: \$ 0.00
Patient Payments	: \$ 0.00
Adjustments	: \$ 0.00
Balance Due	: \$1615.00

Provider : Gerald Rudolph DC
Provider/Office Employer ID# : 364608133

RELEASE STATEMENT

08/06/13

Re: Crystal Clark

Crystal was released today from active care at 90-95% improvement from spinal injuries she sustained in a fall incident on 07/10/13 and has reached a stationary plateau with care. All treatment rendered to this patient has been wholly for the injuries she sustained on 07/10/13, and has been medically necessary to resolve these injuries.

Crystal sustained grade 2/3 injuries (See File Summary Sheet) in the above-mentioned accident. Crystal's subjective complaints were supported by objective exam findings of myospasm, decreased range of motion, and positive/ painful orthopedic tests (See Exam Forms) Crystal's activities of daily living were adversely affected by this injury (See Exam Forms). In addition, there have been a number of factors that have complicated both her injuries and her recovery from them (See Complicating Factors Sheet). Based on the above findings and the patient's response to care, it is my opinion that the prognosis for this patient is good. Residuals as a result of Crystal's injuries include neck, mid back, and low back pain. It is well documented that sprain/strain type injuries to the spine cause post-traumatic osteoarthritis and scar tissue formation in the injured areas creating a weakened soft tissue structure. Due to the nature and extent of her injuries, there is a probability that Crystal may experience exacerbations that will require additional treatment. Estimate of future cost of treatment is \$500 to 750.

The treatment rendered in my office was based on a detailed history, comprehensive examination and objective radio graphical studies. The treatment protocol followed is well established for resolution of spinal injuries. The chiropractic care provided is supported by both *The Guidelines for Chiropractic Quality Assurance and Practice Parameters* (the Mercy Guidelines), *Clinical Practice Guidelines*, and by the "Croft Guidelines." Fee for services are reasonable and customary for this community. Please refer to Primary Diagnosis and Significant Symptoms sheet for detailed ICD-9 codes.

Respectfully submitted,



Gerald D. Rudolph D.C.

Dr. Rudolph 7/15/13

PATIENT NAME: Crystal Clark

COMPLICATING FACTORS WITH SELECTED ICD-9 CODES

Note: All of the below may potentiate a greater need for care and an increase in the duration of care by up to 1.5 to 2 times.

- ☐ *Advanced Age (50+) (More susceptible to injury. Diminished healing potential)
- ☐ Spinal Stenosis or Foraminal Encroachment (Nerves more susceptible to injury) 724.00
- ☐ Additional Anomalies of The Spine (More susceptible to injury due to structural and functional disturbances) 756.10
- ☐ *Degenerative Changes to The Spine (More susceptible to injury. More likely to have exacerbations) 721.90
- ☐ *History of Rheumatoid Arthritis Affecting the Spine (More susceptible to injury and exacerbations) 720.0
- ☐ Pagets Disease Affecting The Spine (More susceptible to injury) 731.0
- ☐ Osteoporosis (More susceptible to injury) 733.0
- ☐ Scoliosis (More susceptible to injury. Increased exacerbations due to less spinal stability) 737.30
- ☐ Metabolic or Systemic Disorders (More susceptible to injury. Decreased healing potential)
- ☐ History of Cigarette Smoking (Decreased healing potential)
- ☐ Prior Spinal Surgery, Prior Spinal Fracture or Prior Spinal Injury (Weakened state potentiating injury)
- ☐ *Disc Injury (Greater structural and functional disturbances. Limited healing capacity) 722.0
- ☒ Immediate AND Severe Pain (Greater likelihood of late "whiplash" symptoms. Likelihood of disability)
- ☐ *Occupational Complications (Exacerbations that slow or impede healing progress)
- ☒ Cervical Hypolordosis On X-ray (Reduced spinal strength potentiating greater damage with trauma) 737.40
- ☒ Lower Body Mass (More easily injured. Greater chance for residuals)
- ☐ Loss of Consciousness (More likely to have late "whiplash" symptoms) 850.9
- ☐ *Insulin Dependent Diabetes (Decreased healing potential)
- ☐ *Obesity or Significant Deconditioning (Slower Healing and an increased likelihood of exacerbation)
- *= Complicating Factors Which May Necessitate More Than Expected Care.*

ADDITIONAL MODIFIERS THAT AFFECT RECOVERY

- ☐ Rear-End Collision (2.5-5x's greater acceleration force of the body in relation to the vehicle) E813
- ☐ Unaware of Impending Accident (Greater chance of long term disability)
- ☐ Ligamentous Instability or Definitive Neurological Injury (Greater potential for residuals) 728.4/(C)723.4 or (T/L) 724.4
- ☐ Out of Position at Time of Impact (Pre-stresses cervical joints, capsules and discs. More susceptible to injury)

CONTRAINDICATIONS:

☒ George's Maneuver:
☐ (+): Date: _____ Dr. _____ ☒ (-): Date: 7-15-13 Dr. Rudolph ☐ Unable to Perform: Date: _____ Dr. _____

☐ No Ultrasound Due To: _____ Date: _____ Dr. _____

☐ Other: _____

PATIENT RECORD

Fontana

DATE 7-15-83	PHYSICAL THERAPY	CERV	THOR	LUMB	NECK	COLD	ISC	RF	ST	APPT
ADJUSTIVE PROCEDURE BY AREA	C1C2C3C4C5C6C7C8C9C10C11C12C13C14C15C16C17C18C19C20C21C22C23C24C25C26C27C28C29C30C31C32C33C34C35C36C37C38C39C40C41C42C43C44C45C46C47C48C49C50C51C52C53C54C55C56C57C58C59C60C61C62C63C64C65C66C67C68C69C70C71C72C73C74C75C76C77C78C79C80C81C82C83C84C85C86C87C88C89C90C91C92C93C94C95C96C97C98C99C100									
SUBJECTIVE	Crystal presented to our office for TX of									
OBJECTIVE	Exam. Injuries sustained from a fall accident									
ASSESSMENT	Per DX / As Expected / Exacerbation / Adt.									
PLAN	PER TX PLAN (See Current Form AP-100) / EX-I Instruction / EX-II Instruction / Adt.									
NEXT VISIT	M T W Th F S / Daily - Days / 3x Wk - Visits / 2x Wk - Visits / 1x Wk - Visits / Other									
ADT LK	NO WORK / LIGHT DUTIES									
WORK RX	NO WORK / LIGHT DUTIES									
DATE 7-16-83	PHYSICAL THERAPY	CERV	THOR	LUMB	NECK	COLD	ISC	RF	ST	APPT
ADJUSTIVE PROCEDURE BY AREA	C1C2C3C4C5C6C7C8C9C10C11C12C13C14C15C16C17C18C19C20C21C22C23C24C25C26C27C28C29C30C31C32C33C34C35C36C37C38C39C40C41C42C43C44C45C46C47C48C49C50C51C52C53C54C55C56C57C58C59C60C61C62C63C64C65C66C67C68C69C70C71C72C73C74C75C76C77C78C79C80C81C82C83C84C85C86C87C88C89C90C91C92C93C94C95C96C97C98C99C100									
SUBJECTIVE	Crystal has c/o of LT Neck									
OBJECTIVE	RoF. arm and LT side. PT is unbalanced									
ASSESSMENT	Per DX / As Expected / Exacerbation / Adt.									
PLAN	PER TX PLAN (See Current Form AP-100) / EX-I Instruction / EX-II Instruction / Adt.									
NEXT VISIT	M T W Th F S / Daily - Days / 3x Wk - Visits / 2x Wk - Visits / 1x Wk - Visits / Other									
ADT LK	NO WORK / LIGHT DUTIES									
WORK RX	NO WORK / LIGHT DUTIES									
DATE 7-17-83	PHYSICAL THERAPY	CERV	THOR	LUMB	NECK	COLD	ISC	RF	ST	APPT
ADJUSTIVE PROCEDURE BY AREA	C1C2C3C4C5C6C7C8C9C10C11C12C13C14C15C16C17C18C19C20C21C22C23C24C25C26C27C28C29C30C31C32C33C34C35C36C37C38C39C40C41C42C43C44C45C46C47C48C49C50C51C52C53C54C55C56C57C58C59C60C61C62C63C64C65C66C67C68C69C70C71C72C73C74C75C76C77C78C79C80C81C82C83C84C85C86C87C88C89C90C91C92C93C94C95C96C97C98C99C100									
SUBJECTIVE	PT has c/o of LT arm and LT Neck and									
OBJECTIVE	upper back. Crystal is improving									
ASSESSMENT	Per DX / As Expected / Exacerbation / Adt.									
PLAN	PER TX PLAN (See Current Form AP-100) / EX-I Instruction / EX-II Instruction / Adt.									
NEXT VISIT	M T W Th F S / Daily - Days / 3x Wk - Visits / 2x Wk - Visits / 1x Wk - Visits / Other									
ADT LK	NO WORK / LIGHT DUTIES									
WORK RX	NO WORK / LIGHT DUTIES									

PATIENT RECORD

FOR THE FUTURE

[illegible]

Dowdy R. Rolph Chiropractic LLC

PATIENT RECORD

Form PTE-1

PATIENT'S NAME: Crystal Clark

DATE 7-3-13 VISIT 7	PHYSICAL THERAPY: ☒ CMT ☒ TENS ☒ IRL	MODALITIES: ☒ HAP ☒ COLD ☒ EMS ☒ INF ☒ ST	ADJUSTIVE PROCEDURE BY AREA: ☒ C1 ☒ C2 ☒ C3 ☒ C4 ☒ C5 ☒ C6 ☒ C7 ☒ T1 ☒ T2 ☒ T3 ☒ T4 ☒ T5 ☒ T6 ☒ T7 ☒ T8 ☒ T9 ☒ T10 ☒ T11 ☒ T12 ☒ L1 ☒ L2 ☒ L3 ☒ L4 ☒ L5 ☒ S1 ☒ S2 ☒ S3 ☒ S4 ☒ S5 ☒ S6 ☒ S7 ☒ S8 ☒ S9 ☒ S10 ☒ S11 ☒ S12 ☒ S13 ☒ S14 ☒ S15 ☒ S16 ☒ S17 ☒ S18 ☒ S19 ☒ S20 ☒ S21 ☒ S22 ☒ S23 ☒ S24 ☒ S25 ☒ S26 ☒ S27 ☒ S28 ☒ S29 ☒ S30 ☒ S31 ☒ S32 ☒ S33 ☒ S34 ☒ S35 ☒ S36 ☒ S37 ☒ S38 ☒ S39 ☒ S40 ☒ S41 ☒ S42 ☒ S43 ☒ S44 ☒ S45 ☒ S46 ☒ S47 ☒ S48 ☒ S49 ☒ S50 ☒ S51 ☒ S52 ☒ S53 ☒ S54 ☒ S55 ☒ S56 ☒ S57 ☒ S58 ☒ S59 ☒ S60 ☒ S61 ☒ S62 ☒ S63 ☒ S64 ☒ S65 ☒ S66 ☒ S67 ☒ S68 ☒ S69 ☒ S70 ☒ S71 ☒ S72 ☒ S73 ☒ S74 ☒ S75 ☒ S76 ☒ S77 ☒ S78 ☒ S79 ☒ S80 ☒ S81 ☒ S82 ☒ S83 ☒ S84 ☒ S85 ☒ S86 ☒ S87 ☒ S88 ☒ S89 ☒ S90 ☒ S91 ☒ S92 ☒ S93 ☒ S94 ☒ S95 ☒ S96 ☒ S97 ☒ S98 ☒ S99 ☒ S100 ☒ S101 ☒ S102 ☒ S103 ☒ S104 ☒ S105 ☒ S106 ☒ S107 ☒ S108 ☒ S109 ☒ S110 ☒ S111 ☒ S112 ☒ S113 ☒ S114 ☒ S115 ☒ S116 ☒ S117 ☒ S118 ☒ S119 ☒ S120 ☒ S121 ☒ S122 ☒ S123 ☒ S124 ☒ S125 ☒ S126 ☒ S127 ☒ S128 ☒ S129 ☒ S130 ☒ S131 ☒ S132 ☒ S133 ☒ S134 ☒ S135 ☒ S136 ☒ S137 ☒ S138 ☒ S139 ☒ S140 ☒ S141 ☒ S142 ☒ S143 ☒ S144 ☒ S145 ☒ S146 ☒ S147 ☒ S148 ☒ S149 ☒ S150 ☒ S151 ☒ S152 ☒ S153 ☒ S154 ☒ S155 ☒ S156 ☒ S157 ☒ S158 ☒ S159 ☒ S160 ☒ S161 ☒ S162 ☒ S163 ☒ S164 ☒ S165 ☒ S166 ☒ S167 ☒ S168 ☒ S169 ☒ S170 ☒ S171 ☒ S172 ☒ S173 ☒ S174 ☒ S175 ☒ S176 ☒ S177 ☒ S178 ☒ S179 ☒ S180 ☒ S181 ☒ S182 ☒ S183 ☒ S184 ☒ S185 ☒ S186 ☒ S187 ☒ S188 ☒ S189 ☒ S190 ☒ S191 ☒ S192 ☒ S193 ☒ S194 ☒ S195 ☒ S196 ☒ S197 ☒ S198 ☒ S199 ☒ S200 ☒ S201 ☒ S202 ☒ S203 ☒ S204 ☒ S205 ☒ S206 ☒ S207 ☒ S208 ☒ S209 ☒ S210 ☒ S211 ☒ S212 ☒ S213 ☒ S214 ☒ S215 ☒ S216 ☒ S217 ☒ S218 ☒ S219 ☒ S220 ☒ S221 ☒ S222 ☒ S223 ☒ S224 ☒ S225 ☒ S226 ☒ S227 ☒ S228 ☒ S229 ☒ S230 ☒ S231 ☒ S232 ☒ S233 ☒ S234 ☒ S235 ☒ S236 ☒ S237 ☒ S238 ☒ S239 ☒ S240 ☒ S241 ☒ S242 ☒ S243 ☒ S244 ☒ S245 ☒ S246 ☒ S247 ☒ S248 ☒ S249 ☒ S250 ☒ S251 ☒ S252 ☒ S253 ☒ S254 ☒ S255 ☒ S256 ☒ S257 ☒ S258 ☒ S259 ☒ S260 ☒ S261 ☒ S262 ☒ S263 ☒ S264 ☒ S265 ☒ S266 ☒ S267 ☒ S268 ☒ S269 ☒ S270 ☒ S271 ☒ S272 ☒ S273 ☒ S274 ☒ S275 ☒ S276 ☒ S277 ☒ S278 ☒ S279 ☒ S280 ☒ S281 ☒ S282 ☒ S283 ☒ S284 ☒ S285 ☒ S286 ☒ S287 ☒ S288 ☒ S289 ☒ S290 ☒ S291 ☒ S292 ☒ S293 ☒ S294 ☒ S295 ☒ S296 ☒ S297 ☒ S298 ☒ S299 ☒ S300 ☒ S301 ☒ S302 ☒ S303 ☒ S304 ☒ S305 ☒ S306 ☒ S307 ☒ S308 ☒ S309 ☒ S310 ☒ S311 ☒ S312 ☒ S313 ☒ S314 ☒ S315 ☒ S316 ☒ S317 ☒ S318 ☒ S319 ☒ S320 ☒ S321 ☒ S322 ☒ S323 ☒ S324 ☒ S325 ☒ S326 ☒ S327 ☒ S328 ☒ S329 ☒ S330 ☒ S331 ☒ S332 ☒ S333 ☒ S334 ☒ S335 ☒ S336 ☒ S337 ☒ S338 ☒ S339 ☒ S340 ☒ S341 ☒ S342 ☒ S343 ☒ S344 ☒ S345 ☒ S346 ☒ S347 ☒ S348 ☒ S349 ☒ S350 ☒ S351 ☒ S352 ☒ S353 ☒ S354 ☒ S355 ☒ S356 ☒ S357 ☒ S358 ☒ S359 ☒ S360 ☒ S361 ☒ S362 ☒ S363 ☒ S364 ☒ S365 ☒ S366 ☒ S367 ☒ S368 ☒ S369 ☒ S370 ☒ S371 ☒ S372 ☒ S373 ☒ S374 ☒ S375 ☒ S376 ☒ S377 ☒ S378 ☒ S379 ☒ S380 ☒ S381 ☒ S382 ☒ S383 ☒ S384 ☒ S385 ☒ S386 ☒ S387 ☒ S388 ☒ S389 ☒ S390 ☒ S391 ☒ S392 ☒ S393 ☒ S394 ☒ S395 ☒ S396 ☒ S397 ☒ S398 ☒ S399 ☒ S400 ☒ S401 ☒ S402 ☒ S403 ☒ S404 ☒ S405 ☒ S406 ☒ S407 ☒ S408 ☒ 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S981 ☒ S982 ☒ S983 ☒ S984 ☒ S985 ☒ S986 ☒ S987 ☒ S988 ☒ S989 ☒ S990 ☒ S991 ☒ S992 <

Patient's Name: Crystal Clark Doctor: G. Rudolph Date: 7-15-13

ASSESSMENT AND PLAN

☒ Initial Exam

☐ Re-evaluation

☐ Other

Assessment:

7-10-13 Presenting: Single Acute Unilateral Sub-Acute Strengthening
 Restoration of Normal Function Released (See Notes)
 X Completed assessment with exam findings and MDT
 X Based on my evaluation, 100% of injuries are direct results of this accident
 Response to Care (Re-evaluation): As expected / better than expected / slower than expected

Crystal has T/H in C-T-L & ROM in C-T-L and LT radicular arm (P): Crystal is a chiropractic candidate

Treatment Plan:

1. Chiropractic Care (C-T-L) 8-10 Min; EMS (20-30pps/ten) 8-10 Min; US (1.5/1.0 w/cm²) 8-10 Min; IFT (100/150Hz) 5 Min; Hydro Massage 5 Min; Sp Decompression Cervical/Lumbar 10 Min; Hold 30 sec Rest 15 sec WT 17 (lb/kg) 65 Min.

2. Extension/CAT/VT

3. Strengthening (Ex-1) / Strengthening (Ex-2)

4. Treatment Goals: L & R ROM

5. Treatment Frequency: Daily for 2 wks approx then Re-eval

6. Home Rx: Heat/Ice/Heat/Contrast/Knee Nite/Bio Freeze/cervical collar/lumbar support/knee brace

7. Work Restrictions:

8. Referral/Consult:

Crystal will be treated as prescribed above and re-eval in approx 2 wks

Continued on Back of Form

Gerald D. Rudolph D.C.
 Doctor's Signature

Patient's Name: Crystal Clark

RE-EXAM FORM

Height: 5'5 1/2" Weight: 113 Age: 48 Blood Pressure: L R Pulse: L R Rest: L R Temp: L R

Examining Doctor: G. Rudolph Date: 7/15/12

Gait Analysis: X Steady Antalgic R/L Non Ambulatory Assistive Device Seepage Gait Mute Gait Other

Flexion (45)	WNL	Mild	Moderate	Severe	(L) R B M J N
Extension (45)	WNL	Mild	Moderate	Severe	(L) R B M J N
Lateral to RT (45)	WNL	Mild	Moderate	Severe	(L) R B M J N
Lateral to LT (45)	WNL	Mild	Moderate	Severe	(L) R B M J N
R. Rotation (90)	WNL	Mild	Moderate	Severe	(L) R B M J N
L. Rotation (90)	WNL	Mild	Moderate	Severe	(L) R B M J N

Flexion (90)	WNL	Mild	Moderate	Severe	(L) R B M J N
Extension (90)	WNL	Mild	Moderate	Severe	(L) R B M J N
Lateral to RT (90)	WNL	Mild	Moderate	Severe	(L) R B M J N
Lateral to LT (90)	WNL	Mild	Moderate	Severe	(L) R B M J N
R. Rotation (90)	WNL	Mild	Moderate	Severe	(L) R B M J N
L. Rotation (90)	WNL	Mild	Moderate	Severe	(L) R B M J N

REFLEXES 5 = Babinski 4 = Chvostek 3 = Hyper 2 = Normal 1 = Diminished 0 = Absent

Biceps CS-6 Left 2 Right 2

Triceps C8-7 Left 2 Right 2

Radial C8-7-8-T1 Left 2 Right 2

Patellar L2-3-4 Left 2 Right 2

Achilles L5-S1-2 Left 2 Right 2

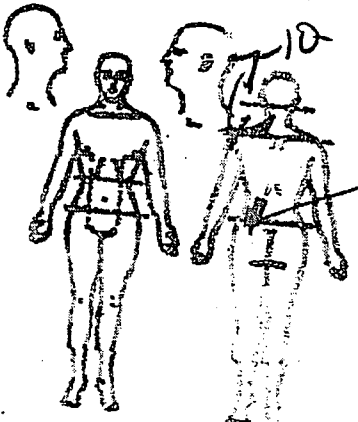
SPIRAL ALIGNMENT & FUNCTION

Distraction Present Normal

☒ Cervical Spine ☒ Thoracic Spine

☒ Lumbar Spine ☒ Pelvis (S)

AREAS OF COMPLAINT (VAS 8-10)



AT	1	2	3	4
AX	1	2	3	4
3-C	1	2	3	4
4	1	2	3	4
5	1	2	3	4
6	1	2	3	4
7	1	2	3	4
1-T	1	2	3	4
2	1	2	3	4
3	1	2	3	4
4	1	2	3	4
5	1	2	3	4
6	1	2	3	4
7	1	2	3	4
8	1	2	3	4
9	1	2	3	4
10	1	2	3	4
11	1	2	3	4
12	1	2	3	4
1-L	1	2	3	4
2	1	2	3	4
3	1	2	3	4
4	1	2	3	4
5	1	2	3	4
S	1	2	3	4

CERVICAL ORTHOPEDIC TESTS

M = Moderate involvement
J = Joint involvement
N = Neurovascular involvement
V = Vascular involvement
I = Ipsilateral (Same Side)
C = Contralateral (Opposite Side)
B = Bilateral (Both Sides)

O'Donoghue
Soto Hall
Distraction
Rust's Sign
Phalen's Sign
Neural Comp.

Max. Foram. Comp.
Shoulder Depres.
ROOS Test
Adson's Test
Allen's Test
George's Test

LUMBAR ORTHOPEDIC TESTS

Las Vegas
Stragglant
Patrick Fabere
Unilateral Leg Raise
Bilateral Leg Raise

PATIENT PRONE
Neckline
Yocum's
Ely's Test

PATIENT STANDING
Kemp's Test

ADDITIONAL TESTS
Bechterew's
O'Donoghue
Babinski Sign
Valsalva Maneuver
Minor's Sign
Maignant's / Burr's Test
Dynamometer
Head Tilt (S) W
Additional Tests

MUSCLE SPASMS - BILATERAL

T = Tension H = Hypertonicity

T-Left-H T-Right-H		T-Left-H T-Right-H	
Occipital		Thoracic P/S	
SCM		Lumbar P/S	
Cerv. P/S	2 2	QL	2 2 3
Upper Trap.	3 3	Gluteal	2 2 3
Lower Trap.	3 3	Piriformis	
Rhomboid	3 3	Other:	
Supraspinatus	3 3	Other:	
Infraspinatus	2 3	Other:	

FOURWHEEL - ARMS

N = Normal

Left ☒ Right ☒

Dermatome # =

FOURWHEEL - LEGS

N = Normal

Left ☒ Right ☒

Dermatome # =

5 = Normal 4 = Good 3 = Fair 2 = Poor 1 = Test C = no Contractions

MOTOR	L	R	L	R
Deiftoid C5	5	5	Quad L3-4	5 5
Wrist Ext. C6	5	5	EHL5	5 5
Wrist Flex. C7	5	5	Peroneal S1	5 5
Finger Flex. C8	5	5	Other:	

FUNCTIONS AFFECTED BY INJURY

☒ Sleep ☒ Standing / Sitting ☒ Walking ☒ Lifting ☒ Work ☒ Travel

☒ Personal Care ☒ Recreation / Hobbies

PCS	↓ Attention ↓ Memory	Fatigue Headache Anxiousness Apathy Change in Personality	Dizziness Insomnia
PTSD & ASD	Flashbacks Nightmares Exposure Distress	Avoidance Behavior	Insomnia Irritability Concentration Anger Hypervigilance

Palmetto Health Richland

Emergency Department, 5 Richland Medical Park Drive
Columbia, SC 29203 (803) 434 1663



Device: RED05MPHDSF001

Patient Name: CLARK, CRYSTAL FAYE

Birthdate: 03/10/1966

Age: 47 Years

Sex: Female

MRN: R000080444

Allergies: NKA

Pharmacist please note--Allergy list may be incomplete.

Patient Address:

1810 ALLEN BENEDICT CT, APT 11 Home Phone: (803) 673-5300
COLUMBIA, SC 29204 Work Phone:

Prescription Details:

Date Issued: 07/10/2013

Rx: Flexeril 10 mg oral tablet

Start Date: 07/10/2013

SIG: 1 tab PO 3x daily for 3 days

Dispense/Supply: <9 (nine) tab>

DISPENSE AS WRITTEN

SUBSTITUTION PERMITTED

Prescribed by: Timothy M Brooks, MD

NPI #: 1477849578

ATTENTION: THIS RX NOT VALID FOR CONTROLLED SUBSTANCES

Security features: (< >) bordered and spelled quantities, microprint signature line visible at 5x or greater Magnification that must show THIS IS AN ORIGINAL PRESCRIPTION and this description of features.

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TROYmark™ Diagonal repeating "watermark" consisting of variable data from the document
Micro Print Area of very small print which must be read under magnification found wherever the AP symbol appears
Security Features Warning Box Warning Box describing the security features contained within this document

RSL

Palmetto Health Richland

Emergency Department, 5 Richland Medical Park Drive
Columbia, SC 29203 (803) 434 1663



Device: RED05MPPD5P001

Patient Name: CLARK, CRYSTAL FAYE

Birthdate: 03/10/1966

Age: 47 Years

Sex: Female

MRN: R000080444

Allergies: NKA

Patient Address:

Pharmacist please note--Allergy list may be incomplete.
1810 ALEN BENEDICT CT, APT L1 Home Phone: (803) 673-5300
COLUMBIA, SC 29204 Work Phone:

Prescription Details:

Rx: Motrin 800 mg oral tablet

SIG: 1 tab PO 3x daily

Dispense/Supply: <90 (ninety) tab>

Date Issued: 07/10/2013

Start Date: 07/10/2013

DISPENSE AS WRITTEN

Prescribed by: Timothy M Brooks, MD

SUBSTITUTION PERMITTED

NPI #: 1477849378

ATTENTION: THIS RX NOT VALID FOR CONTROLLED SUBSTANCES

Signature line visible at 5x or greater magnification

Security features: (<,>) bordered and spelled quantities; microprint signature line visible at 5x or greater magnification that must show **THIS IS AN ORIGINAL PRESCRIPTION** and this description of features:

WARNING: This document contains the following industry recognized security features:
Copy Void Pentagraph When copying is attempted on many copiers an "ROYmark" appears
"ROYmark" Diagonal repeating "watermark" consisting of v
Micro Print Area of very small print which must be read under magnification
Security Features Warning Box Warning Box describing the security features c

nt security features.
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und wherever the MP symbol appears
document



THE HOUSING AUTHORITY
of the City of Columbia, South Carolina
1917 HARDEN STREET * COLUMBIA, S.C.

29204-1015

TELEPHONE (803) 254-3886

TDD (803) 256-7762

Revised 8/97

TENANT: Crystal Clark

No. of Bedrooms: 1

ADDRESS: 1810 Allen Benedict Ct Apt L1 Columbia, SC 29204

WITNESSETH THAT:

The Housing Authority of the City of Columbia, South Carolina, a body corporate organized and existing under the laws of the State of South Carolina, relying upon the representations made to it by the Tenant as to his/her household composition, employment and income of head of household and members of the household does hereby enter into this dwelling lease for the above referenced premises upon the following terms and conditions:

1. FAMILY COMPOSITION:

Tenant agrees that the person(s) identified below are the only members of his/her household who will reside at the premises:

Names of Household Members	Relationship to Tenant	Date of Birth	SSN
Crystal Clark	HEAD-OF-HOUSHOLD	03-10-1966	248-33-8179

2. LEASE/TERM OF LEASE:

The Authority hereby rents, demises and leases unto Tenant for the term hereinafter stated (subject to earlier termination as hereinafter provided) the premises described above. The term of this Lease shall begin on January 26, 2012

and continue until December 31, 2012. At the expiration of that term, the Lease, unless renewed by the parties signing a new Lease, will become a month-to-month tenancy.

3. PAYMENTS DUE UNDER THE LEASE:

The amount of rent is subject to change as determined by The Authority in accordance with federal regulations during the term of the Lease.

- A. Rent for the period beginning January 26, 2012 and ending at midnight on January 31, 2012 is 9.00. Thereafter, monthly rent in the amount of \$50.00 will be due on or before the first day of each month. Payments made as rent will be applied to any outstanding balances which may include rent, utilities, maintenance, or any other balances owed. This shall not be construed to require the acceptance by the Authority of rent payments tendered for a period subsequent to the expiration of a notice to terminate.

The rent to be paid by the lessee was computed as follows:

a. Gross Family Contribution..... 50.00
(Rent and Utilities)

b. Less Utility Allowance for Utilities to be paid directly by the tenant..... 0.00

c. Net Family Contribution..... 50.00

d. Utility Allowance to be paid directly to the tenant by CHA (Applicable only if the amount of (b) is greater than (a))
This rent will remain in effect unless adjusted in accordance with the provisions of Section 4 hereof.

- B. Security Deposit: Tenant agrees to pay a security deposit in the total amount of \$70.00. Tenant agrees to make partial payments of \$70.00 at the signing of the Lease and \$0.00 with next month's rent until security deposit is paid in full. The total security deposit will not at any time exceed one month's rent.

The deposit is to be applied against any damage done to the premises by the Tenant, his/her household, guest or agent, normal wear and tear excepted; and to pay when presented with an itemized bill the full amount of any such damage in order that the deposit will remain intact. Upon termination of this Lease, the deposit is to be refunded to the Tenant or to be applied to any damage or any rent delinquency, attorney's fees, court, or eviction costs, or unpaid service charges.

Interest will accrue on the security deposit and be paid to or applied to account balance at time of Lease termination in accordance with State of South Carolina law.

- C. **Schedule of Charges to Tenants for maintenance and repairs beyond normal wear and tear and utility charges for major appliances** shall be posted in the on-site management office. Charges are due and payable on the date stated in the notice in which the charge is made, but not sooner than 14 days after delivery of the notice.
- D. **Late Charges:** All Rent not received in full by the 10th of the month will be assessed a late charge of 5% of the full rent. This provision does not create a "grace period".
- E. **Attorney, Court and Eviction Costs:** Tenant will be charged a fee to cover costs and reasonable attorney's fees the court may award whenever the Authority incurs costs and attorney fees in connection with legal proceedings in which the Tenant does not prevail in the court action. In the event of an eviction, the Tenant gives the Authority permission to remove from the unit any personal property left in the unit and to dispose of such property as prescribed by law and agrees that the Tenant will be responsible for the actual costs for removing any personal property from the unit, and any other costs directly associated with the eviction.
- F. **Utilities:** The Authority agrees to furnish the following utilities: Heat, hot and cold running water, gas and/or electricity for cooking, and electricity for lighting and general household appliance. No charge will be imposed for providing these utilities, except that if Tenant's consumption of these utilities shall exceed the allowable amounts during any monthly utility billing period, the Authority may charge Tenant for excess utility consumption above and beyond the allowances stated in attachment #11 at rates not exceeding the cost to the Authority of such utilities. Amounts billed for excess utility consumption shall be due and payable to the Authority on the first day of the second month following usage. The Authority will not be responsible for failure to furnish utilities by reason of any cause beyond its control.

4.

REDETERMINATION OF RENT, DWELLING SIZE AND ELIGIBILITY:

Tenant agrees that any changes in household composition whereby any person other than the household members identified in Section 2 of this Lease begin to reside at the leased premises, or any of the persons identified in Section 2 of this Lease discontinue residing at the leased premises, or any change in income must be reported to the Authority in writing within (10) days of the occurrence of such change, and once each year when requested by the Authority for recertification. Tenant also agrees to furnish accurate information to the Authority as to identity, income, and employment of all persons residing upon leased premises. This information shall be used by the Authority in determining whether the rental should be changed, whether Tenant is still eligible for low rent housing. Tenant also shall give the Authority authorization to verify all sources of income. This determination will be made in accordance with the approved Admission and Occupancy Policy in the Authority's office.

- A. Rentals fixed in Section 3 hereof or as adjusted pursuant to the above will remain in effect for the period between rent determinations. Where the Tenant, intentionally or by mistake has misrepresented or failed to submit to the Authority any facts required for the determination of rent, the Authority may charge and collect as rent the difference between the rent actually paid and the rent which would have been due had the proper information been submitted by the Tenant. The Authority shall also have available in such event, at its option, the remedy of termination as provided in Paragraph 12. A. 8 of this Lease. If this Lease is an extension of occupancy by the Tenant under prior lease or leases with the Authority, such amount due under the prior lease or leases may be charged and collected as if the same had occurred hereunder.
- B. In the event of any rent adjustment pursuant to the above, the Authority will mail or deliver a "Notice of Rent" to the Tenant in accordance with Section 11 hereof. In case of a rent decrease, the adjustment will become effective the first of the month following the change in circumstances, provided that the Tenant has timely reported such change. In the case of a rent increase, the adjustment will become effective the first of the next month following the change, unless such date is sooner than the 14th day after delivery of notice to Tenant concerning the change, in which event the change shall take effect on the first day of the second month following the change (unless the rent increase is the result of a change in household composition or income which is not reported within 10 days or results from finding of a misrepresentation as provided above). The Tenant agrees to be bound by any change determined by the Authority to be necessary by application of this paragraph.
- C. If the Authority in its sole discretion determines that the size of the dwelling unit is no longer appropriate to the Tenant's needs, and a unit of the appropriate size is available, the Tenant shall be offered said unit and shall move within 30 days unless otherwise authorized by the Authority. If the Tenant fails to accept proffered unit, the Authority may terminate this Lease. The Tenant shall not be required to move in cases of verified hardship due to employment or health reasons.
- D. When the Authority redetermines the amount of rent (Total Tenant Payment or Tenant Rent) payable by the tenant, not including determination of the Authority's schedule of Utility Allowances for families in the Authority's Public Housing Program, or determines that the Tenant must transfer to another unit based on family composition, the Authority shall notify the Tenant that the Tenant may ask for an explanation stating the specific grounds of the Authority determination, and that if the Tenant does not agree with the determination, the Tenant shall have the right to request a hearing under the Authority's grievance procedure.

5.

OCCUPANCY:

The Tenant shall have the right to exclusive use and occupancy of the leased premises. Guests or visitors of the Tenant may be accommodated for no longer than a period of fourteen (14) days per visitor. "Guest" means a person in the leased unit with the consent of a household member. The Tenant must notify the Authority in writing of all overnight guests staying on the premises for more than 7 nights. The written notice must be given no later than the seventh day after the guest begins staying at the premises. The notice must indicate the period of time the guest will be staying at the lease premises. If any visit will extend beyond two weeks, the Tenant must notify the Authority in writing, stating the reasons for the extended visit, which must be authorized in writing by the Authority.

6.

OBLIGATIONS OF THE AUTHORITY:

The Authority shall be obligated, other than for circumstances beyond its control, as follows:

- A. To maintain the premises and the project in decent, safe and sanitary condition.
- B. To comply with requirements of applicable building codes, housing code, and HUD regulations materially affecting health and safety.
- C. To make necessary repairs to the premises.
- D. To keep project buildings, facilities and common areas not otherwise assigned to the Tenant for maintenance and upkeep, in a clean and safe condition.

- E. To maintain in good and safe working condition: electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances, including elevators, supplied or required to be supplied by the Authority.
- F. To provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of an individual tenant household) for the deposit of garbage, rubbish and other waste removed from the premises by the Tenant in accordance with Paragraph 7(H).
- G. To supply running water and reasonable amounts of hot water and reasonable amounts of heat at appropriate times of the year except where heat or hot water is generated by an installation within the exclusive control of the Tenant and supplied by a direct utility connection.
- H. To notify the Tenant of the specific grounds for any proposed adverse action by the Authority. (Such adverse action includes, but is not limited to, a proposed lease termination, transfer of the Tenant to another unit, or imposition of charges for maintenance and repair, or for excess consumption of utilities).

When the Authority is required to afford the Tenant the opportunity for a hearing under the Authority's grievance procedure for a grievance concerning a proposed adverse action:

- (1). The notice of proposed adverse action shall inform the Tenant of the right to request such hearing. In the case of a lease termination, a notice of lease termination in accordance with HUD's Code of Federal Regulations 24 CFR sec. 966.4(1)(3) shall constitute adequate notice of proposed adverse action.
- (2). In the case of a proposed adverse action other than a proposed lease termination, the Authority shall not take the proposed action until the time for Tenant to request a grievance hearing has expired, and (if a hearing was timely requested by the Tenant) the grievance process has been completed.

7. OBLIGATIONS OF THE TENANT

Tenant shall be obligated as follows:

- A. Not to assign the Lease or to sublease or transfer possession of the premises.
- B. Not to provide accommodations for boarders or lodgers, nor to house guests over fourteen (14) days in violation of the provisions of Paragraph 5 above.
- C. To use the premises solely as a private dwelling for Tenant and Tenant's household as identified in the Lease, and not to use or permit its use for any other purposes. With the consent of the Authority, members of the household may engage in legal profit making activities in the dwelling unit, where the Authority determines that such activities are incidental to primary use of the leased unit for residence by members of the household.
- D. To abide by necessary regulations issued by the Authority for the benefit and well-being of the housing project and the Tenants, said regulations shall be posted in the Authority office and are incorporated by reference in this Lease; violation of such regulations constitutes a violation of this Lease; provided; however, that any such regulations shall be consistent with the terms of this Lease. In the event of a conflict between any such regulations and any provision of this Lease, the provision of the Lease shall govern.
- E. To comply with all obligations imposed upon Tenants by applicable provisions of state law and of building and housing codes materially affecting health and safety.
- F. To keep the premises, adjacent grounds and other such areas as may be assigned to Tenant's use in a clean, orderly and safe condition. If authorized in writing by the Authority, the Tenant may paint or make minor repairs to the premises at his/her expense.
- G. To provide reasonable care and perform interim testing of smoke detectors and fire extinguishers to assure they are in working order.
- H. To dispose of all garbage, rubbish, and other waste from the premises in a sanitary and safe manner.
- I. To use only as intended all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities and appurtenances including elevators.
- J. To refrain from and to cause household and guests to refrain from destroying, defacing, damaging or removing any part of the premises or project.
- K. To conduct himself/herself and cause other persons who are on the premises with his/her consent (whether or not such persons' presence on the premises is then known by the Tenant or the Tenant is aware of the conduct of such persons) to conduct themselves in a manner which is legal, orderly and which will not disturb his neighbors peaceful enjoyment of their accommodations and will be conducive to maintaining the project in a decent, safe and sanitary condition. Any threat to the health or safety of other Tenants or the Authority's employees shall be deemed a serious violation of this subparagraph.
- L. To provide that the Tenant, any member of the Tenant's household, any guest or any other person under the Tenant's control, shall not engage in criminal activity, including, but not limited to, drug-related criminal activity, on or near the premises, while the Tenant is a resident in public housing. (Drug-related criminal activity means the illegal manufacture, sale, distribution, use or possessions with intent to manufacture, sell, distribute, or use of a controlled substance as defined in Section 102 of the Controlled Substance Act (21 U.S.C. § 802)). NOTICE: By signing this Lease, the Tenant acknowledges he/she understands the Authority has a "one strike" or "zero tolerance" policy with respect to violations under this subparagraph. Any violation will be treated as a serious violation of the material terms of this Lease. Criminal activity is cause for eviction even in the absence of conviction or arrest.
- M. To keep no dogs, cats or other animals in or on the premises (except in buildings designated as housing for the elderly).
- N. To pay charges (other than for normal wear and tear) for the repair of damages to the premises, project buildings, facilities or common areas caused by Tenant, Tenant's household or guests, or by Tenant's failure to report needed repairs, in accordance with a schedule of charges as posted in the Authority office from time to time. Any damage to the premises which is not described in the written report of inspection prior to Tenant's occupancy will be presumed to have been caused by Tenant.
- O. To pay required service deposits and to pay for utility charges in excess of the amounts agreed to be supplied by the Authority.
- P. To permit the Authority, pursuant to the provisions of Paragraph 10, entrance to the premises for the purpose of performing periodic inventories and inspections, reading utility meters and routine maintenance for making improvements or repairs or to show the premises for re-leasing.

- Q. To promptly report to the Authority any needed repairs to the leased premises, and all safety equipment and alarms which are not in operational order, such as smoke detectors and fire extinguishers.
- R. To refrain from placing fixtures, signs or fences in or about the premises without prior revocable permission of the Authority in writing.
- S. To comply with the provisions of any rider attached to and incorporated in this Lease, such rider may include provisions requiring the Tenant to perform certain specified seasonal maintenance or other maintenance tasks as permitted by the nature of the design and construction of the building.
- T. To notify the Authority of any absence from the dwelling unit which exceeds 14 days.
- U. Illegal use or illegal possession of firearms and/or other weapons shall be grounds for eviction.
- V. To leave the dwelling unit upon vacating the premises in a clean and safe condition, normal wear and tear excepted, and to return the keys to the Authority. Any property left by the Tenant in or about the premises after he/she vacates will be considered as abandoned and may be disposed of as the Authority sees fit.
- W. To refrain from installing water beds, contact paper, and any equipment that requires any change to the structure, plumbing or electrical system without prior written consent of the Authority.
- X. To refrain from any illegal conversion or hook-up of cable television, telephone or electric service.

Internal ID (10443/21410)

Clark, Crystal F
1810 Allen Benedict Ct Apt L1
Columbia, SC 29204

XXX-XX-8179

Staff	Create Date/Time	Date/Time Of Note	Message
BBROWN	02/13/2012 11:09:13 AM	C Jan 23, 2012 12:00:00 AM 21410 1	Unit Xfer from: 1810 Allen Benedict Ct Apt H12, Columbia, SC 29204 to: 1810 Allen Benedict Ct Apt L1, Columbia, SC 29204 entered on 02-13-2012.
DBRUTON	02/13/2012 11:57:35 AM	C Jan 26, 2012 12:00:00 AM 21410 2	Rent Finalized - Type of action: 7 50058 form
BBROWN	02/13/2012 11:10:44 AM	C Jan 26, 2012 12:00:00 AM 21410 3	Rent Finalized - Type of action: 7 50058 form
SBANKS	02/23/2012 8:56:07 AM	C Feb 23, 2012 8:56:07 AM 21410 4	Kitchen sink is leaking water
PJUDSON	03/21/2012 12:46:27 PM	C Mar 21, 2012 12:46:06 PM 21410 5	Livingrm and hallway paint is coming back through the walls, spots, check for repairs. Front room wall boards needs caulking.
SBANKS	03/27/2012 2:33:52 PM	C Mar 27, 2012 2:33:50 PM 21410 6	range hood fell down
PJUDSON	04/03/2012 2:37:29 PM	C Apr 03, 2012 2:37:17 PM 21410 7	Need 2 house keys cut.
SBANKS	04/30/2012 8:53:49 AM	C Apr 30, 2012 8:53:49 AM 21410 8	Change door locks per tenant
SBANKS	05/11/2012 10:17:37 AM	C May 11, 2012 10:17:37 AM 21410 9	Check the cold and hot water inputs for the washer machine
SBANKS	05/16/2012 2:22:36 PM	C May 16, 2012 2:22:29 PM 21410 10	Contractor repairs
BBROWN	06/01/2012 9:53:07 AM	C Jun 01, 2012 9:53:08 AM 21410 11	Appt SCHEDULED For Recert Set For 06/06/2012 11:40 AM with Deloris Bruton @1810 Allen Benedict Court (Appt Set by: bbrown)
PJUDSON	06/29/2012 8:08:43 AM	C Jun 29, 2012 8:08:40 AM 21410 12	Do work per page 6 of HQS inspection.
PJUDSON	08/03/2012 1:21:24 PM	C Aug 03, 2012 1:21:19 PM 21410 13	Bathrm sink faucet is leaking onto the floor.
SBANKS	08/15/2012 10:47:01 AM	C Aug 15, 2012 10:47:01 AM 21410 14	Check the floor border in the hallway
SBANKS	08/30/2012 9:27:09 AM	C Aug 30, 2012 9:27:07 AM 21410 15	Around the light fixture as you come in the home there are holes in the ceiling Kitchen ceiling has holes in it Big wet spot on the wall in the sheetrock going up the stairs Bathub is fading.
SBANKS	08/30/2012 2:09:53 PM	C Aug 30, 2012 2:09:51 PM 21410 16	Cut new door and mailbox keys Per tenant
PJUDSON	09/04/2012 2:44:38 PM	C Sep 04, 2012 2:44:38 PM 21410 17	Bathrm tub faucet water is running, cant turn it off. Bathrm toilet is constantly running.
PJUDSON	09/05/2012 8:09:03 AM	C Sep 05, 2012 8:09:02 AM 21410 18	Bill workorder letter opened.
DBRUTON	07/16/2012 4:18:26 PM	C Oct 01, 2012 12:00:00 AM 21410 19	Rent Finalized - Type of action: 2 50058 form
DBRUTON	07/25/2012 8:37:56 AM	C Oct 01, 2012 12:00:00 AM 21410 20	Rent Finalized - Type of action: 2 50058 form
PJUDSON	10/17/2012 9:34:14 AM	C Oct 17, 2012 9:34:14 AM 21410 21	Need front door and mailbox cut.
PJUDSON	10/18/2012 10:53:08 AM	C Oct 18, 2012 10:55:08 AM 21410 22	Bill workorder letter opened.
PJUDSON	10/24/2012 12:03:22 PM	C Oct 24, 2012 12:03:20 PM 21410 23	Need new house & mailbox key.
TBOYLES	11/06/2012 11:37:15 AM	C Nov 06, 2012 8:42:00 AM 21410 24	Inspection Scheduled : Update Annual Status=Y
PJUDSON	01/04/2013 10:08:22 AM	C Jan 04, 2013 10:08:22 AM 21410 25	Vacancy repairs.
TBOYLES	12/21/2012 9:42:49 AM	C Jan 07, 2013 9:38:00 AM 21410 26	Inspection Scheduled : Update Annual Status=Y
PJUDSON	01/28/2013 8:31:08 AM	C Jan 28, 2013 8:31:08 AM 21410 27	Preventive maintenance.
WBENNETT	02/20/2013 7:05:46 PM	U Feb 04, 2013 9:30:07 PM 21410 28	CASE# 130003723 CRYSTAL CLARK AND TROY CLARK. TROY CLARK IS ON TRESPASS NOTICE. CRYSTAL CLARK WAS AWARE OF THIS PRIOR TO THIS ABOVE INCIDENT.
MJOHNSON	02/05/2013 9:28:12 AM	C Feb 05, 2013 9:28:12 AM 21410 29	Light water heater Unstop toilet
PJUDSON	02/05/2013 1:44:31 PM	C Feb 05, 2013 1:44:31 PM 21410 30	Bathroom stopped up Hot water heater has gone out Kitchen counters are damaged

G:\HMS\REPORTS\shhist.qpr

NOTES OF CALL-INS

Internal ID (021410)

Clark, Crystal F
1810 Allen Benedict Ct Apt L1
Columbia, SC 29204

XXX-XX-8179

2

Staff	Create Date/Time		Date/Time Of Note		Message
PJUDSON	02/06/2013 12:21:25 PM	C	Feb 06, 2013 12:21:23 PM	21410	31 Contractor to replace water heater.
SJOHNSON	02/11/2013 11:48:09 AM	C	Feb 11, 2013 11:48:01 AM	21410	32 Accounting 10th Late Notice opened.
SJOHNSON	02/11/2013 11:51:45 AM	C	Feb 11, 2013 11:51:37 AM	21410	33 Accounting 10th Late Notice opened.
PJUDSON	02/21/2013 8:53:22 AM	C	Feb 21, 2013 8:53:22 AM	21410	34 pipes needs to be repaired.
AHOUSE	02/22/2013 10:10:15 AM	C	Feb 22, 2013 10:10:14 AM	21410	35 Abrums plumbing contract replaced hot water heater.
SJOHNSON	02/22/2013 10:36:29 AM	C	Feb 22, 2013 10:36:20 AM	21410	36 Accounting 10th Late Notice opened.
MJOHNSON	03/11/2013 4:25:21 PM	C	Mar 11, 2013 4:25:21 PM	21410	37 Replace cracked burner element on range.
ACOX	04/11/2013 3:02:10 PM	C	Apr 11, 2013 3:02:05 PM	21410	38 hole under kitchen sink - bathrm tub stopped up - water leaking around commode in bathrm- repair loose steps.
ACOX	05/09/2013 2:57:50 PM	C	May 09, 2013 2:58:00 PM	21410	39 tub stopped up- filled to the top leak around commode.
SJOHNSON	05/13/2013 11:27:33 AM	C	May 13, 2013 11:27:18 AM	21410	40 Accounting 10th Late Notice opened.
MJOHNSON	05/24/2013 2:36:41 PM	C	May 24, 2013 2:36:40 PM	21410	41 Repair leaking bath tub faucet.
BBROWN	05/28/2013 12:05:31 PM	U	May 28, 2013 12:03:07 PM	21410	42 Maintenance Foreman reported tenant stated she fell down the steps. She went to the hospital. Tenant has not called in a work order nor has contacted this office.
BBROWN	06/06/2013 7:49:08 PM	C	Jun 06, 2013 7:49:08 PM	21410	43 Appt SCHEDULED For Recert Set For 06/20/2013 12:45 PM with Bobby T. Brown @1810 Allen Benedict Court (Appt Set by: bbrown)
ACOX	06/14/2013 12:15:42 PM	C	Jun 14, 2013 12:15:42 PM	21410	44 repair pipe under kitchen sink Unstop kit, sink.
CBOYKIN	06/20/2013 2:28:17 PM	C	Jun 20, 2013 2:28:16 PM	21410	45 RSS Episode #1514 by Staff-cboykin.
CBOYKIN	06/20/2013 2:36:36 PM	C	Jun 20, 2013 2:36:36 PM	21410	46 RSS Episode/Intervention #1514/1779 by Staff-cboykin.
ACOX	06/27/2013 2:33:07 PM	C	Jun 27, 2013 2:33:06 PM	21410	47 repair commode- water coming through wall- wall is molded commode not flushing.
ACOX	07/17/2013 4:28:51 PM	C	Jul 17, 2013 4:28:52 PM	21410	48 cut house key.
BBROWN	07/30/2013 10:12:10 AM	C	Jul 26, 2013 12:00:00 AM	21410	49 For date: 07-26-2013 from 1810 Allen Benedict Ct Apt L1, Columbia, SC 29204 entered on: 07-30-2013
BWATKINS	07/26/2013 4:42:27 PM	C	Jul 26, 2013 4:42:27 PM	21410	50
BBROWN	07/30/2013 10:14:13 AM	C	Jul 30, 2013 10:14:10 AM	21410	51 Reason 1: Lease Violations Reason 2: Non Payment Moved from: 1810 Allen Benedict Ct Apt L1, Columbia, SC 29204
ACOX	08/02/2013 8:54:53 AM	C	Aug 02, 2013 8:54:52 AM	21410	52 replace range.
ACOX	08/02/2013 9:52:26 AM	C	Aug 02, 2013 9:52:26 AM	21410	53 change lock, hook up appliance
BBROWN	08/13/2013 2:47:11 PM	C	Aug 13, 2013 2:47:10 PM	21410	54 Transfer Deposit Step
BBROWN	08/13/2013 2:47:27 PM	C	Aug 13, 2013 2:47:26 PM	21410	55 Refund to Tenant Step
BBROWN	08/13/2013 2:47:31 PM	C	Aug 13, 2013 2:47:30 PM	21410	56 Reason 1: Lease Violations Reason 2: Non Payment Moved from: 4057 4057 Charleston Hwy, West Columbia, SC 29172
DBRUTON	06/28/2013 11:02:08 AM	C	Oct 01, 2013 12:00:00 AM	21410	57 Rent Finalized - Type of action: 2 50058 form



THE HOUSING AUTHORITY
of the City of Columbia, South Carolina
1917 HARDEN STREET * COLUMBIA, S.C. 29204-1015
TELEPHONE (803) 254-3886
TDD (803) 256-7762

February 20, 2013

*Filed
GRIEVANCE!*

Crystal Clark
1810 Allen Benedict Ct Apt L1
Columbia, SC 29204

Dear: Crystal Clark

Your lease with the Columbia Housing Authority has been terminated effective March 29, 2013 for the reason(s) stated below:

44-53-0370 (E)(2)(A) 1 Drugs/ Traf-Cocaine, 10G/More to 28G - 1st Offense 35A
Drug/Narcotic Violations Case Number #130003723

Basis for termination of lease is:

Incident Time and date (if known): February 4, 2013

Nature: of incident: Section 102 of Controlled Substance Act [21U.S.C. 802]

This is in specific violation of section(s): Paragraph 7 Sections K, & L

You will be expected to vacate your apartment on or before the date stated above and demand for possession of the apartment at that time is hereby made. If you do not voluntarily move from the apartment, a suit will be filed in the Magistrate Court to request an Order requiring you to move.

If you wish, you may reply to this termination notice. If you wish to make use of the Authority's Grievance Procedure, you must first discuss your complaint with the management team leader or some authorized representative of the Columbia Housing Authority at an informal settlement conference.

*X Stayed 4 mos
Accepted Rent*

Ex-5



Reasonable Accommodations
Available Upon Request
TDD: (803) 256-7762





THE HOUSING AUTHORITY
of the City of Columbia, South Carolina
1917 HARDEN STREET * COLUMBIA, S.C. 29204-1015
TELEPHONE (803) 254-3886
TDD (803) 256-7762

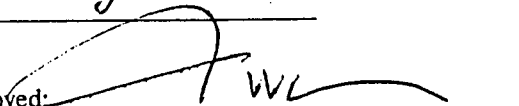
Upon your request, names of witnesses will be provided at this conference. The Management Team Leader will be available for such a conference at Tuesday, March 19, 2013 at 10:00am. If you do not appear at that time, or do not make arrangements with the Management Team Leader to reschedule the conference prior to that time, you will not be entitled to use the Grievance Procedure.

If you do attend this settlement conference, but you are not satisfied with the results, you may request a hearing under the Grievance Procedure by making a written request within five (5) business days after your receive a summary of the informal settlement conference. If your complaint involves the non-payment of rent or the amount of rent due, you must be prepared to deposit the monthly rent into the escrow account until you complaint is resolved. Upon request, you may obtain a copy of the Grievance Procedure which explains the above described procedures in detail. If you do not make use of the Columbia Housing Authority's Grievance Procedures, upon written request, names of complaining witnesses will be provided after commencement of a State Court eviction proceeding.

Columbia Housing Authority

By: 
Bobby Brown
Management Team Leader
February 20, 2013

Date: 3. 8-13

Approved: 
Gilbert Walker, Executive Director

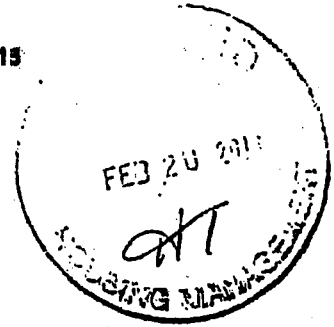


Reasonable Accommodations
Available Upon Request
TDD: (803) 256-7762
308



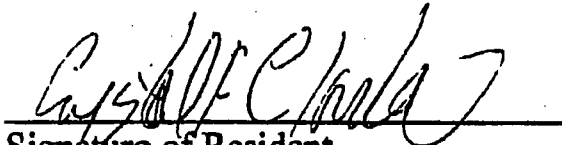


THE HOUSING AUTHORITY
of the City of Columbia, South Carolina
1917 HARDEN STREET * COLUMBIA, S.C. 29204-1015
TELEPHONE (803) 254-3888
TDD (803) 256-7762



DATE 3-11-13

I, **Crystal Clark**, hereby acknowledge receipt of the correspondence addressed to 1810 Allen Benedict Ct Apt L1, Columbia, SC 29204, on the above date by State Constable WILLIE BENNETT, Columbia Housing Authority's Representative.

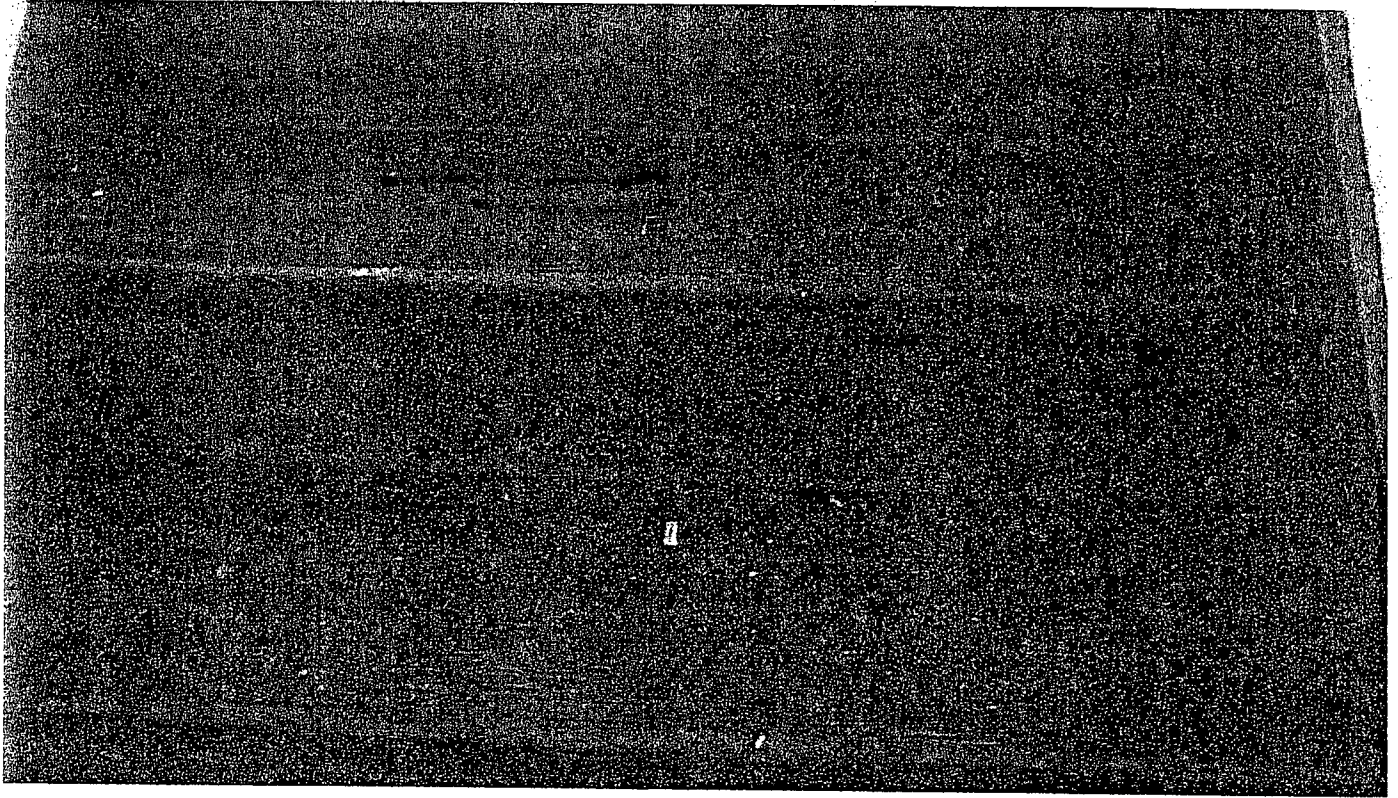

Signature of Resident


Signature of CHA Representative



Reasonable Accommodations
Available Upon Request
TDD: (803) 256-7762





5

Photo 5

Date Taken: 7/29/2013

Taken By: Marty Roberson

View of stairs. Repairs already made by insured.

Page 1 of 2
Status: Closed

WORK ORDER

Columbia Housing Authority

WORK ORDER
NO 527362

Date/Times
Call In DT: 04/11/2013 2:57 PM
Submitted DT: 04/11/2013 2:57 PM
Work Begin DT: 04/18/2013 9:34 AM
Work End DT: 04/18/2013 2:01 PM
Maint. Turn. DT: 04/18/2013 2:01 PM
Close DT: 04/18/2013 2:01 PM

Tenant Name
Crystal F Clark

Unit # & Address
01020L01-7 4040 Allen Road Columbia, SC 29204 803-250-8046 PH AMP 2

Priority: Routine
Category: Carpentry
Originator: Housing Authority

Assigned To:
Taken By: Aubriana Cox
Permission:

Instructions: hole under kitchen sink - bathrm tub stopped up - water leaking around commode in bathrm- repair loose steps.

WORK TO BE DONE	
Task	Notes

LABOR										
Date	Time	Employee	Task	Hours	Rate	HA Cost	Chg. Rate	Tax	Surchg.	Ten. Chg.
04/18/13	9:34 AM	rr2	CHECK SMOKE DET	0.1	20.0	1.60	20.00	0.00	0.00	0.00
04/18/13	9:38 AM	rr2	CHECK FIRE EXTIN	0.1	20.0	1.60	20.00	0.00	0.00	0.00
04/18/13	9:42 AM	rr2	Check GFI in unit (All	0.1	20.0	1.60	20.00	0.00	0.00	0.00
04/18/13	9:46 AM	rr2	CARPENTRY MISC.	1.00	20.0	20.00	20.00	0.00	0.00	0.00
04/18/13	10:46 AM	rr2	SHOWER DRAIN UN	1.0	20.0	20.00	20.00	0.00	0.00	0.00
04/18/13	11:46 AM	rr2	COMMODE REPAIR	0.5	20.0	10.00	20.00	0.00	0.00	0.00
Totals				4.5		89.80		0.00	0.00	0.00

MATERIALS										
Part	Employee	Task	QTY	Unit Cost	HA Cost	Unit Chg.	Tax	Surchg.	Ten. Chg.	
10-042-09 WAX RING 3&4 W/	rr2		1	0.84	0.84	0.84	0.00	0.00		
10-010-02 BOLT ANCHOR 1/4	rr2		1	0.38	0.38	0.38	0.00	0.00		
10-010-02 BOLT ANCHOR 1/4	rr2		1	0.38	0.38	0.38	0.00	0.00		
10-064-65 STEM KOHLER TUB	rr2		1	4.68	4.68	0.38	0.00	0.00		
10-064-54 CART. KOHLER HO	rr2		1	1.03	1.03	1.03	0.00	0.00		
Totals					7.31		0.00	0.00	0.00	
Grand Totals					97.11			0.00	0.00	

HA Staff Signature	Date	Tenant Signature	Date

WORK ORDER
Columbia Housing Authority

WORK ORDER
NO 527362

Date/Times

Call In DT: 04/11/2013 2:57 PM
Submitted DT: 04/11/2013 2:57 PM
Work Begin DT: 04/18/2013 9:34 AM
Work End DT: 04/18/2013 2:01 PM
Maint. Turn. DT: 04/18/2013 2:01 PM
Close DT: 04/18/2013 2:01 PM

Tenant Name
Crystal F Clark

Unit # & Address
01020L01-7
Columbia, SC 29204
803-250-8046
PH AMP 2

Priority: Routine
Category: Carpentry
Originator: Housing Authority

Assigned To:
Taken By: Aubriana Cox
Permission:

Instructions: hole under kitchen sink - bathroom tub stopped up - water leaking around commode in bathrm- repair loose steps.

Task	Notes

Date	Time	Employee	Task	Hours	Rate	HA Cost	Chg. Rate	Tax	Surchg.	Ten. Chg.
04/18/13	12:16 PM	rr2	PLUMBING MISC.	1.0	20.0	20.00	20.00	0.00	0.00	0.00
04/18/13	1:16 PM	rr2	CARPENTRY MISC.	0.5	20.0	10.00	20.00	0.00	0.00	0.00
04/18/13	1:46 PM	rr2	TRAVEL TIME	0.3	20.0	5.00	20.00	0.00	0.00	0.00
Totals				4.5		89.80		0.00	0.00	0.00

Part	Employee	Task	QTY	Unit Cost	HA Cost	Unit Chg.	Tax	Surchg.	Ten. Chg.
Totals					7.31		0.00	0.00	0.00
Grand Totals					97.11			0.00	0.00

HA Staff Signature _____ Date _____ Tenant Signature _____ Date _____

WORK ORDER

Columbia Housing Authority

WORK ORDER NO.

527362

Tenant Name
CRYSTAL F CLARK
Unit # & Address
01020L01-7
803-250-8046

Date/Times
Call In DT: 4/11/13 2:57 PM
Submitted DT: 4/11/13 2:57 PM
Priority: Routine
Category: Carpentry
Permission:
Assigned To:

Originator: Housing Authority

Taken By: Aubriana Co

Assigned To:

*****CHECKED SMOKE ALARM: YES ☒*****CHECKED GFI: YES ☒*****CHECKED FIRE EXTINGUISHER: YES ☒

*****NOTES:

WORK TO BE DONE

HOLE UNDER KITCHEN SINK - BATHRM TUB STOPPED UP - WATER LEAKING AROUND
 COMMUNE IN BATHRM- REPAIR LOOSE STEPS.

Date & Time	Hours	Task Code	Description/NOTES	Worker	Rate	T/C?
4-17-13	08	003347	Check Smoke Detectors	3968		Y/N
4-17-13	08	010027	Check Fire Extinguishers	3968		Y/N
4-17-13	08	003047	Check GFI (All of them)	3968		Y/N
4-17-13	1.0	002000	Repair Hole under Kitchen Sink	3968		Y/N
4-17-13	10	006136	unstop Bath Tub	3968		Y/N
4-17-13	50	006064	Repair Leak around toilet base	3968		Y/N
4-17-13	1.0	006000	Repair tub faucet	3968		Y/N
4-17-13	50	002000	Repair step	3968		Y/N
4-17-13	25	011111	T	3968		Y/N
						Y/N
						Y/N
						Y/N
						Y/N
						Y/N

Comments:

MATERIALS

WH	QTY	Part	Description	TC	WH	QTY	Part	Description	TC
76	1	10-042-09	WAS Seal	Y					Y
76	1	10-010-02	Anchor Bolts	Y					Y
76	1	10-064-05	Cold Stem	Y					Y
76	1	10-064-53	Stem	Y					Y
76	1	10-064-54	Stem	Y					Y
				Y					Y
				Y					Y

Ruebon Reid 4-17-13

HA Staff Signature	Date	Tenant Signature	Date

R. Kellinger

4-18-13

WORK ORDER
Columbia Housing Authority

WORK ORDER
NO 331847



Date/Times

Call In DT: 06/27/2013 2:29 PM
Submitted DT: 06/27/2013 2:29 PM
Work Begin DT: 07/01/2013 10:35 AM
Work End DT: 07/01/2013 11:07 AM
Maint. Turn. DT: 07/01/2013 11:07 AM
Close DT: 07/01/2013 11:07 AM

Tenant Name
Crystal F Clark

Unit # & Address
01020L01-7
803-250-8046
PH AMP 2

Priority: Routine
Category: General
Originator: Housing Authority

Assigned To:
Taken By: Aubriana Cox
Permissions:

Instructions: repair commode- water coming through wall- wall is molded
commode not flushing

Close Cmmts:

Notes:

Task		Pre-Work Notes/Post-Work Notes	

Date	Time	Employee	Task	Hours	Rate	HA Cost	Chg. Rate	Tax	Surchg.	Ten. Chg.
07/01/13	10:35 AM	ld	CHECK SMOKE DETE	0.1	20.0	1.60	20.00	0.00	0.00	0.00
07/01/13	10:39 AM	ld	CHECK FIRE EXTINGU	0.1	20.0	1.60	20.00	0.00	0.00	0.00
07/01/13	10:43 AM	ld	Check GFI in unit (All)	0.2	20.0	3.20	20.00	0.00	0.00	0.00
07/01/13	10:52 AM	ld	TANK BALL OR FLAP	0.25	20.0	5.00	20.00	0.00	0.00	0.00
Totals				0.6		11.40		0.00	0.00	0.00

Part	Employee	Task	QTY	Unit Cost	HA Cost	Unit Chg.	Tax	Surchg.	Ten. Chg.
10-040-01 FLAPPER, RED/ KORK	ld		1	1.65	1.65	1.65	0.00	0.00	
10-065-02 ANGLE STOP 1/2 FIP X	ld		1	2.04	2.04	2.04	0.00	0.00	
Totals					3.69		0.00	0.00	0.00
Grand Totals					15.09			0.00	0.00

HA Staff Signature	Date	Tenant Signature	Date

Adair Horne & Associates

300 Long Ridge Drive
Columbia, SC 29229
Phone # (803) 736-7632 Fax # (803) 736-7643

INTERVIEW SUMMARY

Re: Insured: The Housing Authority of the City of Columbia
Claim Number: 98658
File #: 131364
Date of Loss: 7/10/2013

Statement: Crystal Faye Clark August 9, 2013 **Claimant:**
(Name) (Date Taken) (Rel to Accident)

Address: 4057 Charleston Highway, West Columbia, SC 29172

Employment: unemployed (SSN 248-33-8179)

Age: 3-10-1966 **Marital Status:** single **Spouse:**

BRIEF FACTS:

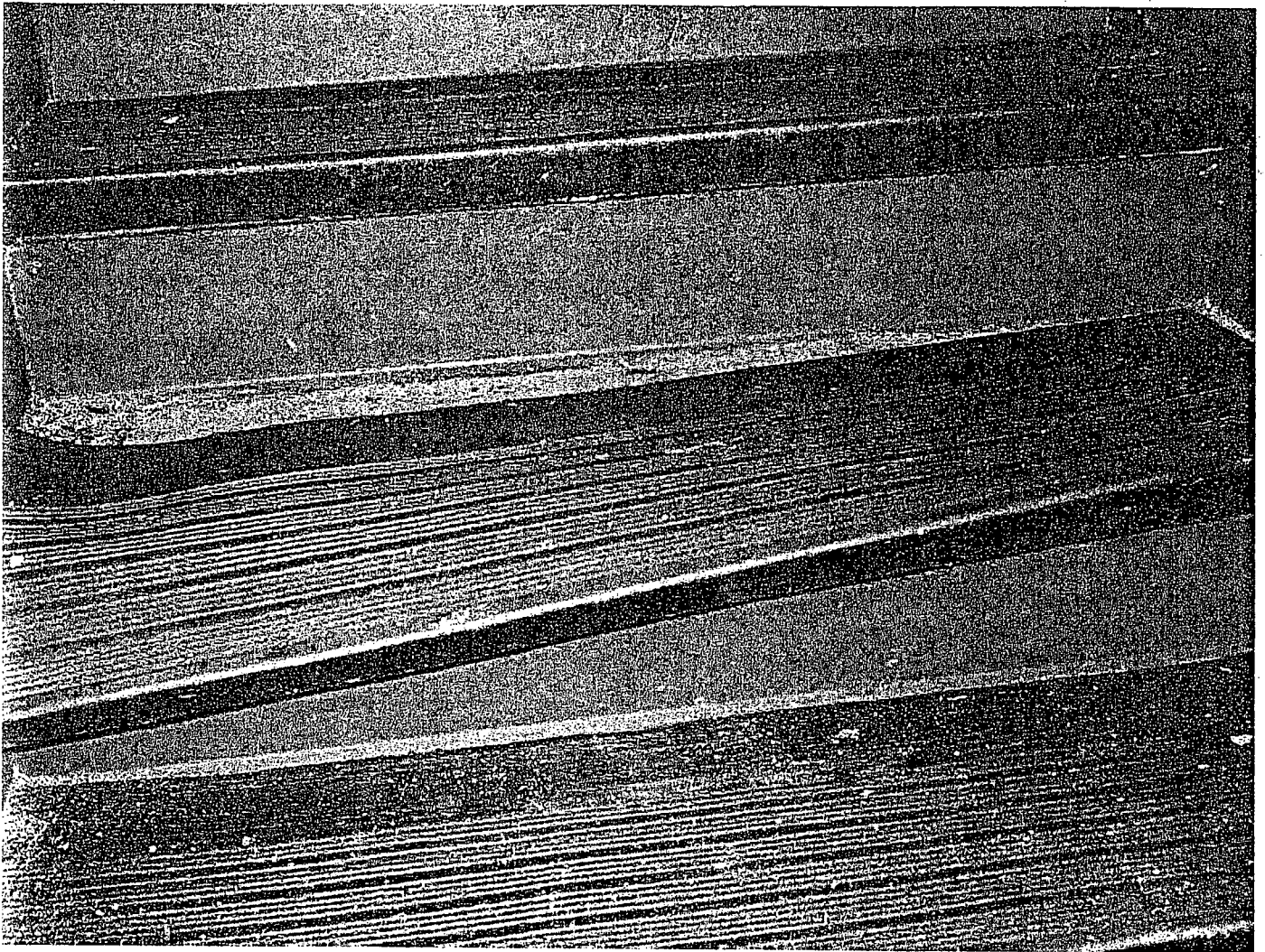
Claimant: Crystal Faye Clark
11:30 am

Incident Date: July 10, 2013 (10:30 am -

On July 10, 2013 between 10:30 am and 11:30 am, the claimant was leaving her apartment at 1810 Allen Bennett Court Apt L-1, Columbia, SC 29204. The claimant was descending the stairs on the interior of the apartment toward the front door. The claimant was carrying a soda and her phone. As the claimant descended the stairs, her right foot got struck on a defect in one of the step coverings. The covering had come loose and the claimant did not notice the defect. The claimant tripped and fell injuring her left shoulder, left hip, head and neck. The claimant was wearing sandals at the time. The claimant was taken by ambulance to Palmetto Health Richland ER. The claimant is now under the care of a chiropractor Dr Geraldine Rudolph. The claimant had a similar problem several months before on a different step and she registered a complaint to the Housing Authority. The Housing Authority came at that time and repaired the step.

Marty Roberson

Adjuster



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Photo 9

Date Taken: 7/11/2013

Taken By: Insured

Photo of damage to stairs taken by Housing Authority prior to repairs

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