

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM PICKENS COUNTY
Court of Common Pleas

The Honorable Perry H. Gravely, Circuit Court Judge

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SC Court of Appeals

Case No. 2016-001525

Alliance Biomedical Research, LLC,

Appellant,

v.

Judith H. Parham, Personal Representative
of the Estate of David Michael Parham,
deceased and Parham & Smith, LLC,

Respondents.

AMENDED RECORD ON APPEAL

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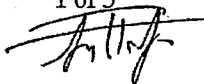
STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	THIRTEENTH JUDICIAL CIRCUIT
COUNTY OF PICKENS	)	
	)	
Alliance Biomedical Research, LLC,	)	
	)	
Plaintiff,	)	ORDER
	)	
vs.	)	
	)	
Judith H. Parham, Personal Representative	)	
of the Estate of David Michael Parham,	)	C.A. No. 2014-CP-39-350
Deceased, and Gerald H. Sokol, M.D.	)	
	)	
Defendant.	)	

This matter is before the Court on Defendant's Judith H. Parham, Personal Representative of the Estate of David Michael Parham, Deceased (hereinafter Defendant Parham), filed motion to dismiss Plaintiff's Complaint pursuant to Rules 12(b)(6), 12(b)(7) and 19 of the South Carolina Rules of Civil Procedure. A hearing was held in Pickens, South Carolina on October 2, 2014. Based upon the arguments presented at the hearing, the memoranda of law submitted by the parties and the applicable statutory and common law, the Court hereby denies in part and grants in part Defendant Parham's motion to dismiss.

SCRPC Rule 12(b)(6) STANDARD OF REVIEW

"The ruling on a 12(b)(6), SCRPC, motion to dismiss must be based solely on the allegations set forth in the complaint. *Plyler v. Burns*, 373 S.C. 637, 645, 647 S.E.2d 188, 192 (2007)." *TCI Media, Inc. v. NuVox Communications, Inc.*, 010709 SCCA, 2009-UP-004 "The motion cannot be granted if the facts set forth in the complaint and the inferences reasonably

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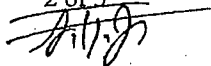
drawn therefrom would entitle the Plaintiff to relief on any theory of the case. *AshleyRiverProp. I, L.L.C. v. Ashley River Prop. II, L.L.C.*, 374 S.C. 271, 278, 648 S.E.2d 295, 298 (Ct. App. 2007)."
TCI Media, Inc. v. NuVox Communications, Inc., 010709 SCCA, 2009-UP-004. "Our courts have held that pleadings in a case should be construed liberally so that substantial justice is done between the parties. *Manning v. Dial*, 271 S.C. 79, 245 S.E.2d 120 (1978). Further, a judgment on the pleadings is considered to be a drastic procedure by our courts. *U.S. Casualty Company v. Hiers*, 233 S.C. 333, 104 S.E.2d 561 (1958)." *Russell v. City of Columbia*, 406 S.E.2d 338 (S.C. 1991).

ARGUMENT

1. David Michael Parham did not act on behalf of, with the knowledge of, nor in good faith with the authority of his client.

Defendant Parham asserts that Alliance cannot sue Defendant Parham on any cause of action and relies on the holding in *Gaar v. North Myrtle Beach Realty Co., Inc.*, 287 S.C. 525, at 528-529, 339 S.E.2d 887, at 889, where an attorney acting in good faith with the authority of the client is not liable to third party in an action for malicious prosecution. However, the court in *Stiles v. Onorato*, 318 S.C. 297, 457 S.E.2d 601 (S.C. 1995) held that "the trial court erred in dismissing the complaint on the basis that *Gaar* provides absolute immunity to an attorney under any and all circumstances." Plaintiff argues that David Michael Parham did not act on behalf of, with the knowledge of, nor in good faith with the authority of his client in bringing the underlying lawsuit against Alliance.

Accordingly, the Plaintiff's Amended Complaint sets forth a justiciable claim that is

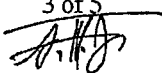
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sufficient under Rule 12(b)(6), SCRCP, and for this reason, Defendant's Motion to Dismiss is denied.

2. Parham & Smith is an indispensable party subject to SCRCP 19.

Plaintiff's Amended Complaint asserts allegations against Defendant Parham individually, as well as, against him in his capacity as an attorney with Parham & Smith, LLC (hereinafter P&S) in the underlying case. Therefore, P&S is an indispensable party. Quoting *Stewart v. State Crop Pest Commission, et al*, 414 S.E.2d 121, 307 S.C. 133, "In order to be an indispensable party, the action must (1) not afford complete relief among those already parties, or (2) impair or impede the absent parties' ability to protect its interest, or (3) leave parties already in the suit subject to substantial risk of incurring multiple or inconsistent obligations by reason of the absent party not being joined. Plaintiff alleges in its' Complaint at ¶¶ 43 and 44 that David Michael Parham acted for his own benefit. Plaintiffs' facts are sufficient to support the theory that some acts were individual in nature. However, other facts are sufficient to support the theory that other actions taken in his capacity as an attorney with P&S.

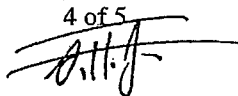
P&S is a necessary party for just adjudication of this case. Under SCRCP 19(a)(1), an entity shall be joined as a party in the action if (1) in his absence, complete relief cannot be accorded among those already parties..." SCRCP 19(a)(1). "The notes to Rule 19 indicate that this rule is the same as the federal rule, and that the principle behind the rule is 'that whenever possible persons materially interested in the action shall be joined so that they may be heard and a complete determination made.'" *Shah v. Richland Memorial Hosp.*, 350

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S.C. 139, 147, 564 S.E.2d 681 (Ct. App. 2002). When evidence demonstrates a non-party may be liable for claims of a plaintiff, "the addition of [that party] is necessary so that the party who would be ultimately responsible for the judgment would have an opportunity to be heard, thus providing a complete determination of the liability flowing from [the complained of] conduct." *Id.* At 148, 685. Here, P&S was counsel for plaintiffs in the underlying action which is subject of some of Plaintiff's claims, as well as, Defendant Parham individually. As a consequence P&S is a necessary party to this action.

Given that some of Plaintiff's claims concern P&S's representation of the plaintiffs in the underlying litigation, P&S also has substantial interest in this case. SCRCP 19(a)(2) requires that an entity "shall be joined as a party in the action if...(2) he claims an interest relating to the subject of the action and is so situated that the disposition of the action in his absence may (i) as a practical matter impair or impede his ability to protect his interest..." SCRCP 19(a)(2). As counsel to the Bruces, some allegations within Plaintiff's Amended Complaint may materially affect P&S. Accordingly, P&S's absence from this case will impair its ability to protect its interest, unless P&S is joined as a defendant.

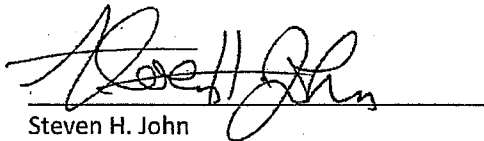
Counsel for Defendant Parham argued this case should be dismissed under SCRCP 12(b)(7) and 19 without having made supporting arguments that it would be infeasible to join Parham & Smith if this court found them to be indispensable. South Carolina case law in *Lee v. Kelley*, 378 S.E. 2d 616, 298 S.C. 155 clearly holds "... dismissal for failure to join an essential party under Rule 19 only when it is not feasible to join such party."

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CONCLUSION

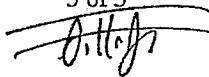
For the foregoing reasons, the Court denies Defendant Parham's motion to dismiss pursuant to Rule 12(b)(6) with prejudice. The complaint, together with the exhibits attached thereto and incorporated therein, states a cause of action upon which relief can be granted to the Plaintiff. However, this Court grants Defendant Parham's motion to dismiss pursuant to SCRPC 12(b)(7) and 19, finding that Parham & Smith, LLC is an indispensable party that Plaintiff failed to name. However, Plaintiff is granted leave to amend its Complaint and to name Parham & Smith, LLC as a defendant and has twenty (20) days from the date of this Order to do so.

AND IT IS SO ORDERED!



Steven H. John
Presiding Judge, Thirteenth Judicial Circuit

October 15, 2014
In Chambers, South Carolina

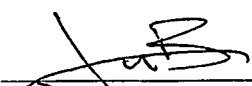
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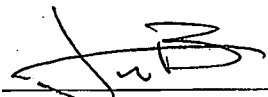
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WE CONSENT:

CLERK OF COURT
PICKENS COUNTY
SOUTH CAROLINA


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ELECTRONICALLY FILED - 2016 Jun 29 4:47 PM - PICKENS - COMMON PLEAS - CASE#2014CP3900350

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF PICKENS) THIRTEENTH JUDICIAL CIRCUIT
C/A No.: 2014-CP-39-350

Alliance Biomedical Research, LLC,)
Plaintiff,)

vs.)

Judith H. Parham, Personal)
Representative of the Estate of David)
Michael Parham, deceased and Parham &)
Smith, LLC,)

Defendants.)

ORDER

This matter came before the Court on the Defendants' Motion for Summary Judgment and Request for Sanctions¹ pursuant to Rule 56 of the South Carolina Rules of Civil Procedure. A hearing was held on June 6, 2016 at the Pickens County Courthouse. Jeff Bogdan was present and argued on behalf of the Defendants. Milton Mann was present and argued on behalf of the Plaintiff. For the reasons set for below, Defendants' Motion is GRANTED.

BACKGROUND

Plaintiff, Alliance Biomedical Research, LLC (hereinafter "Alliance") stated in its Second Amended Complaint that this case "arises out of alleged conduct by [Defendants] as the representing firm" in an underlying medical malpractice action wherein Defendants represented John and Marilyn Bruce as the plaintiffs against Alliance and Greenville Pharmaceutical Research as the defendants (hereinafter the "Bruce Litigation"). After being dismissed from the Bruce Litigation with prejudice and without making any settlement payments, Alliance now

¹ While Defendants included the Request for Sanctions under Rule 11 and the South Carolina Frivolous Civil Proceedings Act, S.C. Code § 15-36-10, the claim for sanctions was not the focus of the hearing, as the summary judgment arguments were extensive. The Court will forego ruling on Defendants' request for sanctions at this time, and will allow Defendants to renew its request for sanctions, should it decide to continue its pursuit of the same.

claims that Defendants are liable to it for Abuse of Process and Malicious Prosecution because Defendants named them as Defendants to the Bruce Litigation without any reasonable basis. Alliance relies on Mr. Bruce's deposition testimony from the Bruce Litigation, where Alliance claims that he testified that "he had never spoken with anyone from [Alliance]; did not know of any meetings with anyone from [Alliance]; and never had any contact with anyone from [Alliance]." The crux of Alliance's claims is its allegation that Defendants did no internal investigation prior to naming Alliance in the Bruce Litigation and that, if they had, they would have learned that Alliance was not a proper party.

Defendants filed this Motion for Summary Judgment, arguing that Plaintiff does not have and never has had any evidence to carry its threshold burden in this case of proving that Defendants were acting out of personal motives, as opposed to acting solely on behalf of their clients – the Bruces. Plaintiff did not present any evidence in response, and instead continued to rely solely on Mr. Bruce's testimony from the Bruce Litigation.

STANDARD

The party seeking summary judgment has the burden of clearly establishing the absence of a genuine issue of material fact. McCall v. State Farm Mut. Auto. Ins. Co., 359 S.C. 372, 597 S.E.2d 181 (Ct. App. 2004). Once the party moving for summary judgment meets the initial burden of showing an absence of evidentiary support for the opponent's case, the opponent cannot simply rest on mere allegations or denials contained in the pleadings. Regions Bank v. Schmauch, 354 S.C. 648, 582 S.E.2d 432 (Ct. App. 2003). Rather, the nonmoving party must come forward with specific facts showing there is a genuine issue for trial. Miller v. Blumenthal Mills, Inc., 365 S.C. 204, 220, 616 S.E.2d 722, 730 (Ct. App. 2005). SCRCP 56(e).

LAW/ANALYSIS

Generally, in South Carolina a third party may not sue a lawyer for acts and omissions done while acting as counsel for his/her client. Stiles v. Onorato, 318 S.C. 297, 300, 457 S.E.2d 601, 602 (1995). An attorney who acts in good faith with the authority of his client is not liable to a third party in an action for malicious prosecution. Gaar v. N. Myrtle Beach Realty Co., Inc., 287 S.C. 525, 528-29, 339 S.E.2d 887, 889 (Ct. App. 1986). The South Carolina Supreme Court has held that an attorney is immune from liability to third persons arising from the performance of his professional activities as an attorney on behalf of and with the knowledge of his client. Argoe v. Three Rivers Behavioral Center and Psychiatric Solutions, 388 S.C. 394, 400, 697 S.E.2d 551, 554 (2010).

In Gaar, the Court further noted:

The attorney normally conducts the litigation solely in his professional capacity. He has no personal interest in the suit. In his professional capacity the attorney is not liable ... for injury allegedly arising out of the performance of his professional activities.... Even if the attorney who initiates civil proceedings for his client has no probable cause to do so, he is still not liable if he acts primarily for the purpose of aiding his client in obtaining a proper adjudication of the client's claim.

Gaar, 287 S.C. at 528-29, 339 S.E.2d at 889 (emphasis added).

The South Carolina Supreme Court has expressed this legal maxim very clearly in Stiles, finding that an attorney is immune from liability for actions that were taken in the attorney's professional capacity of representing a client, but is not immune for actions the attorney takes outside of the scope of the professional representation. Stiles, 318 S.C. at 299, 457 S.E.2d at 602.

Here, Plaintiff has not presented any evidence to show that the Defendant attorneys acted out of personal or malicious motives. Defendants' numerous discovery requests, which include

one set of requests for production, one set of requests for admission, and two sets of interrogatories, asked Alliance specifically and repeatedly to identify and produce evidence that Defendants acted outside of their professional representation of the Bruces in bringing Alliance into the Bruce Litigation. Alliance also authorized Dr. Feldman to speak for it at his deposition. Alliance has not identified or produced one piece of evidence to show that Defendants were acting outside of the scope of their professional representation of the Bruces. Dr. Feldman testified that Alliance has no such evidence, and was hoping to find some in discovery. Discovery is now closed and Alliance did not even attempt to uncover any evidence.

Alliance seems to rely on Mr. Bruce's deposition testimony in the Bruce Litigation as evidence to prove that Defendants were acting outside of the scope of their professional representation of the Bruces. Alliance appears to be relying entirely on the following excerpt from Mr. Bruce's deposition transcript to support this case:

Q: Now, there's a company called Alliance Biomedical Group. Do you recall ever talking with anyone from a group named Alliance Biomedical Group?

A: No, sir.

Q: If you met somebody that worked with that group, you don't know it, do you?

A: No, sir, I don't.

Mr. Bruce's deposition testimony from the Bruce Litigation is a far cry from evidence that Defendants were acting outside of the scope of their representation of the Bruces when they included Alliance as a Defendant in the Bruce Litigation. Aside from this deposition excerpt, Plaintiff simply pointed to allegations it made in its Complaint in an effort to defeat Defendants' Motion for Summary Judgment, which is inappropriate. Blumenthal Mills, Inc., 365 S.C. at 220, 616 S.E.2d at 730. As such, Plaintiff has not advanced any evidence to show that Defendants were doing anything other than attempting to gain leverage for a larger settlement for the Bruces

and, even if Defendants did not have probable cause to assert claims against Alliance in the Bruce Litigation, that is not a basis for Alliance's current claim under the Gaar analysis. Further, Plaintiff admitted at the hearing that, while Alliance and Greenville Pharmaceutical Research were not connected to each other, there was common ownership between Alliance and Greenville Pharmaceutical Research.

Finally, as stated in Gaar, there were other remedies available to Alliance, such as seeking sanctions against Defendants under Rule 11 of the South Carolina Rules of Civil Procedure or the South Carolina Frivolous Civil Proceedings Act, neither of which Alliance pursued.

Accordingly, Defendants are not liable to Alliance under causes of action for Malicious Prosecution or Abuse of Process and Defendants are entitled to summary judgment.

IT IS HEREBY ORDERED THAT:

Defendants' Motion for Summary Judgment is GRANTED

Perry H. Gravely
Presiding Judge

June __, 2016



Pickens Common Pleas

Case Caption: Alliance Biomedical Research LLC VS Judith H (Per Rep) Parham ,
defendant, et al

Case Number: 2014CP3900350

Type: Order/Summary Judgment

Motion/Order Granted

s/ Honorable Perry H. Gravely, #2755

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ELECTRONICALLY FILED - 2016 Jun 29 4:47 PM - PICKENS - COMMON PLEAS - CASE#2014CP3900350

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF GREENVILLE

John L. Bruce and Marilyn Bruce,

C.A. No. 2011-CP-23-6967

Plaintiffs,

vs

**COMPLAINT
AND
WRONGFUL DEATH & SURVIVAL
COMPLAINT IN WAITING**

Greenville Pharmaceutical
Research, INC. and Alliance
Biomedical Group.

(JURY TRIAL REQUESTED)

Defendants.

FILED
CLERK OF COURT
GREENVILLE CO. S.C.
PAUL B. WILKINSON
2011 OCT 20 PM 4:30

The Plaintiffs, complaining of the acts of the Defendants above named, will respectfully show unto the Court as follows:

FOR A FIRST AND SECOND CAUSE OF ACTION

1. The Plaintiffs, John L. Bruce and Marilyn Bruce, are citizens and residents of the County of Greenville, State of South Carolina. They bring this Complaint for damages relating to their injuries.
2. The Plaintiff, Marilyn Bruce, pursuant to the recent Supreme Court opinion in *Strokes v. Pee Dee Family Physicians*, 389 S.C. 343, 679 S.E.2d 143 (2010), brings this Complaint as Personal Representative "in-waiting" of the Estate of John Bruce, deceased "in-waiting." She brings this Complaint for damages relating to his death, pursuant to S.C. Code, Ann., § 15-51-10 et seq. and for damages suffered prior to his death pursuant to S.C. Code, Ann., § 15-5-90 et seq. The Certificate of Appointment will be executed, upon John Bruce's death, in the Probate Court, County of Greenville, State of South Carolina.

3. Pursuant to *Strokes v. Pee Dee Family Physicians*, 389 S.C. 343, 679 S.E.2d 143 (2010), the statutory beneficiary of the Estate of John Bruce is Marilyn Bruce, the spouse of John Bruce. Mrs. Bruce is therefore a claimant for the purposes of this action. The Personal Representative makes this claim on behalf of the claimants in her individual and representative capacity.

FOR A THIRD CAUSE OF ACTION

4. The Plaintiffs reiterate the First and Second Causes of Action as fully as if repeated herein.
5. Upon information and belief, Greenville Pharmaceutical Research, Inc., is a local research entity established by several physicians in Greenville and Spartanburg Counties. Greenville Pharmaceutical Research, Inc., maintains its principal place of business in the County of Greenville, State of South Carolina, and is engaged in doing substantial business therein. At all times herein mentioned, the Defendant Greenville Pharmaceutical Research, Inc., acted by and through its servants, agents and employees, all of whom were acting within the scope of their employment.
6. Upon information and belief, Alliance Biomedical Research, LLC, is a corporation whose principal place of business is in the County of Spartanburg, State of South Carolina. Alliance Biomedical Research, LLC, is the parent company of Greenville Pharmaceutical Research, Inc. At all times herein mentioned, the Defendant Alliance Biomedical Research, LLC, acted by and through its subsidiary Greenville Pharmaceutical Research, Inc. together with its servants, agents and employees.
7. In January 2010, Mr. Bruce presented to Greenville Pharmaceutical Research to

participate in a COPD research study.

8. As a part of his study, Mr. Bruce was required to obtain a chest x-ray by the Greenville Pharmaceutical Research personnel on January 26, 2010. It was ordered by Greenville Pharmaceutical Research to be taken and interpreted by the North Hills Medical Clinic.
9. The x-ray was read by Nayan R. Desai, MD, on or about January 26, 2010. The report of the film on January 26, 2010 was electronically signed by Dr. Desai on January 28, 2010. On this particular x-ray, Dr. Desai noted a small soft mass measuring 1.8 cm in the right upper lobe and a CT scan was recommended.
10. Dr. Desai always sends his reports to Greenville Pharmaceutical Research.
11. Mr. Bruce was never told that a mass was discovered in his lung, nor was he advised to obtain a CT scan.
12. Mr. Bruce returned to Greenville Pharmaceutical Research for a COPD research study in August of 2010, and another chest x-ray was obtained.
13. The August 6, 2010 chest x-ray was interpreted by Defendant Nayan Desai, MD. This chest x-ray showed that the initial 1.8 cm lesion was now 3.05 cm in size. Mr. Bruce was notified of the need for a CT scan.
14. On or about August 19, 2010, a CT of Mr. Bruce's chest was performed. The CT scan was read by Paresh Shah, MD at the Defendant North Hills Medical Center. The CT revealed a 4 cm x 3 cm sized mass in the right upper lobe posteriorly with right hilar and mediastinal adenopathy. Dr. Shah noted that the mass probably represented carcinoma of the lung. Dr. Shah recommended a percutaneous biopsy.
15. On or about August 31, 2010, Mr. Bruce underwent a fine needle aspiration by

Dr. Chandar R. Abboy. The pathology from Greenville Hospital System showed a poorly differentiated large cell lung cancer which had metastasized. The growth of the lesion and its metastasis caused it to be non-operable.

16. As of March 29, 2011, Mr. Bruce has undergone 35 treatments of radiation and 9 treatments of chemotherapy.
17. As a direct and proximate result of the negligence, carelessness, recklessness, willfulness and wantonness on the part of the parties listed in this Notice, the Plaintiffs suffered real and immediate injury. They experienced pain and suffering and will suffer such damages in the future. The Plaintiff, John Bruce, has incurred, and will continue to incur, medical and other related expenses. In addition, Marilyn Bruce has lost the care, comfort, companionship, services and affection of her husband, John Bruce.
18. The injuries and damages sustained by the Plaintiff are a direct and proximate result of the negligence, carelessness, recklessness, willfulness and wantonness on the part of the parties listed herein in failing to possess that degree of care, competence and skill ordinarily and customarily possessed by similar healthcare providers in similar circumstances or in failing to exercise that degree of care, competence and skill ordinarily and customarily exercised by similar health-care providers under similar circumstances and in deviating from ordinary and customary standards of medical care in one or more of the following particulars:
 - a. In failing to properly and promptly perform a CT scan;
 - b. In failing to properly and promptly notify Mr. Bruce that a CT scan was recommended;
 - c. In failing to properly evaluate and treat the patient;

- d. In failing to promptly care for the patient;
- e. In failing to exercise ordinary and customary standards of care; and
- f. In failing to convey the findings of the January 2010 film to Mr. Bruce.

WHEREFORE, having fully set forth their complaint above, the Plaintiffs pray judgment against the Defendants for a sum of actual and punitive damages found to be fair, just and proper; for the cost of this action; and for such other and further relief as the Court deems just and proper.

PARHAM & SMITH, LLC



Dated: 10-20-11

Michael Parham, #4333
S. Blakely Smith, #14140
Mackenzie G. "Brooke" Archenhold, #70517
Jamie R. DeMint, #74062
Robert W. Jones, #79000
P.O. Box 2800
Greenville, SC 29602
864/242-9008

Greenville, South Carolina

Attorneys for the Plaintiffs

JURY REQUEST

The Plaintiffs hereby respectfully requests a trial by jury.

PARHAM & SMITH, LLC



Dated: 10-20-11

Michael Parham, #4333

FILE COPY

STATE OF SOUTH CAROLINA)

IN THE COURT OF COMMON PLEAS

COUNTY OF GREENVILLE)

CASE NO. 2011-CP-23-6967

John L. Bruce and Marilyn Bruce,)

Plaintiffs,)

vs.)

Greenville Pharmaceutical Research, Inc.)
and Alliance Biomedical Group,)

Defendants.)

DEFENDANT, ALLIANCE BIOMEDICAL
RESEARCH, LLC'S, MOTION TO
DISMISS PLAINTIFFS' COMPLAINT
AS TO DEFENDANT ALLIANCE
BIOMEDICAL RESEARCH, LLC

FILED-CLERK OF COURT
GREENVILLE CO S.C.
PAUL B. WICKELMA
2011 NOV 17 PM 12:13

TO: THE PLAINTIFFS AND MICHAEL PARHAM, THEIR ATTORNEY:

YOU WILL PLEASE TAKE NOTICE that the undersigned, as counsel for Defendant Alliance Biomedical Research, LLC, will move this Honorable Court, on the tenth day after service hereof, or as soon thereafter as counsel may be heard, and at such time and place as the Court shall direct, for an Order, granting the following relief:

1. For an Order dismissing Plaintiffs' first cause of action against Defendant Alliance Biomedical Research, LLC.
2. For an Order dismissing Plaintiffs' second cause of action against Defendant Alliance Biomedical Research, LLC.
3. For an Order dismissing Plaintiffs' third cause of action against Defendant Alliance Biomedical Research, LLC.

The grounds for the motion are that the Plaintiffs' Complaint fails to allege facts sufficient to constitute a cause of action of negligence against Defendant Alliance Biomedical

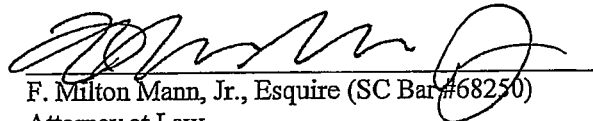
Research, LLC. This motion is made pursuant to Rule 12(b)(6), *South Carolina Rules of Civil Procedure*.

In the alternative, and as further grounds for the dismissal of the Complaint against Defendant Alliance Biomedical Research, LLC, this Defendant will move for dismissal on the grounds that Plaintiffs' Expert Affidavit, by Gerald H. Sokol, M.D., is deficient as it fails to allege facts sufficient to constitute a cause of action of a deviation in the standard of care by Defendant Alliance Biomedical Research, LLC. This motion is made pursuant to Rule 12(b)(6), *South Carolina Rules of Civil Procedure*.

The motion will be supported by any memoranda to be filed by the Defendant Alliance Biomedical Research, LLC, by the applicable precedents, and by such argument of counsel as the Court may allow.

Counsel hereby affirms that as this motion is a Motion to Dismiss, no consultation with opposing counsel is required, pursuant to Rule 11(a), *South Carolina Rules of Civil Procedure*.

Respectfully submitted,



F. Milton Mann, Jr., Esquire (SC Bar #68250)
Attorney at Law
1089 Boiling Springs Road
Spartanburg, South Carolina 29303
(864) 208-0359(864)-208-0233 - fax
Milton.mann@gmail.com

November 14, 2011
Spartanburg, South Carolina

FILE COPY

STATE OF SOUTH CAROLINA)

IN THE COURT OF COMMON PLEAS

COUNTY OF GREENVILLE)

CASE NO. 2011-CP-6967

John L. Bruce and Marilyn Bruce,)

Plaintiffs,)

DEFENDANT, ALLIANCE BIOMEDICAL
RESEARCH, LLC'S, ANSWER TO
PLAINTIFF'S COMPLAINT

vs.)

Greenville Pharmaceutical Research, Inc.)
and Alliance Biomedical Group,)

Defendants.)

2011 NOV 23 PM 3:20
FILED-CLERK OF COURT
GREENVILLE CO. S.C.
PAUL B. WICKERSON

Defendant, Alliance Biomedical Research, LLC, in answer to Plaintiff's Complaint, would respectfully allege as follows:

FOR A FIRST DEFENSE TO ALL CAUSES OF ACTION

1. Defendant, Alliance Biomedical Research, LLC (hereinafter "Alliance"), lacks information or belief as to the allegations of Paragraph 1 of the Complaint, and therefore denies those allegations and demands strict proof thereof.

2. Paragraph 2 states legal conclusions, and therefore require no response from Defendant Alliance, but Defendant Alliance lacks information or belief as to the allegations of Paragraph 2 of the Complaint, and therefore denies those allegations and demands strict proof thereof.

3. Paragraph 3 states legal conclusions, and therefore require no response from Defendant Alliance, but Defendant Alliance lacks information or belief as to the allegations of Paragraph 3 of the Complaint, and therefore denies those allegations and demands strict proof thereof.

4. Paragraph 4 states legal conclusions, and therefore require no response from Defendant Alliance, but Defendant Alliance lacks information or belief as to the allegations of Paragraph 4 of the Complaint, and therefore denies those allegations and demands strict proof thereof.

5. Defendant Alliance denies the allegations of Paragraph 5.

6. Defendant, Alliance Biomedical Research, LLC, lacks information or belief as to the allegations of Paragraph 6 of the Complaint, and therefore denies those allegations and demands strict proof thereof.

7. Defendant, Alliance Biomedical Research, LLC, lacks information or belief as to the allegations of Paragraph 7 of the Complaint, and therefore denies those allegations and demands strict proof thereof.

8. Defendant, Alliance Biomedical Research, LLC, lacks information or belief as to the allegations of Paragraph 8 of the Complaint, and therefore denies those allegations and demands strict proof thereof.

9. Defendant, Alliance Biomedical Research, LLC, lacks information or belief as to the allegations of Paragraph 9 of the Complaint, and therefore denies those allegations and demands strict proof thereof.

10. Defendant, Alliance Biomedical Research, LLC, lacks information or belief as to the allegations of Paragraph 10 of the Complaint, and therefore denies those allegations and demands strict proof thereof.

11. Defendant, Alliance Biomedical Research, LLC, lacks information or belief as to the allegations of Paragraph 11 of the Complaint, and therefore denies those allegations and demands strict proof thereof.

12. Defendant, Alliance Biomedical Research, LLC, lacks information or belief as to the allegations of Paragraph 12 of the Complaint, and therefore denies those allegations and demands strict proof thereof.

13. Defendant, Alliance Biomedical Research, LLC, lacks information or belief as to the allegations of Paragraph 13 of the Complaint, and therefore denies those allegations and demands strict proof thereof.

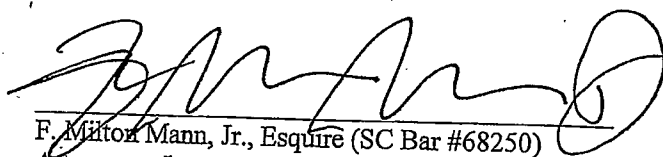
14. Defendant, Alliance Biomedical Research, LLC, lacks information or belief as to the allegations of Paragraph 14 of the Complaint, and therefore denies those allegations and demands strict proof thereof.

15. Defendant, Alliance Biomedical Research, LLC, lacks information or belief as to the allegations of Paragraph 15 of the Complaint, and therefore denies those allegations and demands strict proof thereof.

16. Defendant, Alliance Biomedical Research, LLC, lacks information or belief as to the allegations of Paragraph 16 of the Complaint, and therefore denies those allegations and demands strict proof thereof.

17. Paragraph 17 states legal conclusions, and therefore require no response from Defendant Alliance, but Defendant Alliance lacks information or belief as to the allegations of Paragraph 17 of the Complaint, and therefore denies those allegations and demands strict proof thereof.

18. Paragraph 18 states legal conclusions, and therefore require no response from Defendant Alliance, but Defendant Alliance lacks information or belief as to the allegations of Paragraph 18 of the Complaint, and therefore denies those allegations and demands strict proof thereof.



F. Milton Mann, Jr., Esquire (SC Bar #68250)
Attorney at Law

1089 Boiling Springs Road
Spartanburg, South Carolina 29303
(864) 208-0359(864)-208-0233 - fax
Milton.mann@gmail.com

November 22, 2011
Spartanburg, South Carolina

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)
John L. Bruce and Marilyn Bruce,)
Plaintiffs,)
v.)
Greenville Pharmaceutical Research,)
Inc., Alliance Biomedical Group, and)
North Hills Medical Center, LLC,)
Defendants.)

IN THE COURT OF COMMON PLEAS
THIRTEENTH JUDICIAL CIRCUIT
C.A. No.: 2011-CP-23-06967
STIPULATION OF DISMISSAL
OF DEFENDANT
ALLIANCE BIOMEDICAL GROUP
WITH PREJUDICE

Please take notice that the undersigned, as Attorney for the Plaintiffs herein, hereby stipulate to a dismissal of their claims against the Defendant Alliance Biomedical Group with prejudice.

PARHAM & SMITH, LLC

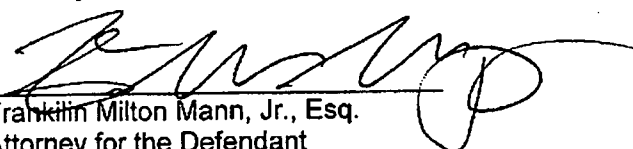
Dated: 4/27/12


Michael Parham, #4333
Jamie R. DeMint, #74062
Robert W. Jones, #79000
P.O. Box 2800
Greenville, SC 29602
864/242-9008

Greenville, South Carolina

Attorneys for the Plaintiffs

I Consent:


Franklin Milton Mann, Jr., Esq.
Attorney for the Defendant
Alliance Biomedical Group

ENTERED COMPUTER

STATE OF SOUTH CAROLINA)
)
COUNTY OF PICKENS)
)
Alliance Biomedical Research, LLC,)
)
Plaintiff,)
)
vs.)
)
Judith H. Parham, Personal Representative)
of the Estate of David Michael Parham,)
Deceased and Parham & Smith, LLC,)
)
Defendants.)
_____)

IN THE COURT OF COMMON PLEAS
THIRTEENTH JUDICIAL CIRCUIT

SECOND AMENDED COMPLAINT
(Jury Trial Demanded)

C.A. No. 2014-CP-23-350

2014 NOV 3 PM 3 14
CLERK OF COURT
PICKENS COUNTY
SOUTH CAROLINA

Now comes the Plaintiff complaining of the Defendants and allege:

Venue and Jurisdictional Allegations

1. The Plaintiff, Alliance Biomedical Research, LLC, is a limited liability corporation in good standing, formed within the State of South Carolina with its principal place of business in Spartanburg County.
2. Upon information and belief, David Michael Parham ("Parham") was a resident and citizen of the County of Pickens, State of South Carolina before his death and an Estate has been opened with the Pickens County Probate Court.
3. Upon information and belief, the personal representative, Judith H. Parham, is a resident and citizen of Pickens County, South Carolina.

4. Upon information and belief, Parham & Smith, LLC ("P&S") is a corporation in good standing, formed within the State of South Carolina with its principal place of business in Greenville County.
5. Venue and jurisdiction are vested in the Circuit Court of the Thirteenth Judicial Circuit in and for Pickens County, South Carolina.

General Factual Allegations

6. This action arises out of alleged conduct by Parham as counsel and P&S as the representing firm in a prior lawsuit captioned *John L. Bruce and Marilyn Bruce v. Greenville Pharmaceutical Research, Inc. and Alliance Biomedical Group*, ("underlying action" or "Bruce litigation") filed on October 20, 2011 in the Court of Common Pleas for Greenville County, Thirteenth Judicial Circuit, case number 2011-CP-23-6967.
7. According to the Bruce litigation court records, Parham served Plaintiff with the Notice of Intent to File Suit on or about July 13, 2011, which is required pursuant to §15-79-125 South Carolina Code of Laws in order to bring a medical malpractice claim within South Carolina.

FIRST CAUSE OF ACTION
(Abuse of Process)

8. Plaintiff realleges all of the above paragraphs, to the extent not inconsistent herewith, as if each is set forth in toto hereunder.
9. Parham's legal career spanned more than thirty (30) years within the State of South Carolina with a legal specialty in Tort/Personal Injury Law in his representation of injured individuals.
10. South Carolina Code of Laws §15-79-125 states in part that:

Prior to filing or initiating a civil action alleging injury or death, as a result of medical malpractice, the plaintiff shall contemporaneously file a Notice of Intent to File Suit and an affidavit of an expert witness, subject to the affidavit requirement established in Section 15-36-100...

11. Following the pre-suit period of time, on October 20, 2011, Parham signed and filed the underlying litigation.
12. In the Bruce litigation, John L. Bruce and Marilyn Bruce ("Bruces"), through their attorney, Parham, alleged that Greenville Pharmaceutical Research, Inc. ("GPR") and Alliance Biomedical Research Group, LLC, failed "to possess the degree of care, competence and skill ordinarily and customarily possessed by similar healthcare providers in similar circumstances or failing to exercise that degree of care, competence and skill ordinarily and customarily exercised by similar health-care providers under similar circumstances and in deviating from ordinary and customary standards of medical care", and acted in a fashion of "negligence, carelessness, recklessness, willfulness and wantonness", which caused the Plaintiffs to suffer real and immediate injury.
13. Within the underlying action, Parham alleged on behalf of the Bruces: "Upon information and belief, Alliance Biomedical Research, LLC, is a corporation whose principal place of business is in the County of Spartanburg, State of South Carolina. Alliance Biomedical Research, LLC is the parent company of Greenville Pharmaceutical Research, Inc. At all times herein mentioned, the Defendant Alliance Biomedical Research, LLC, acted by and through its subsidiary Greenville Pharmaceutical Research, Inc. together with its servants, agents and employees."
14. Parham sought actual and punitive damages arising out of the underlying action for the Bruces against Plaintiff for GPR's alleged conduct.

15. On April 16, 2012, Mr. Bruce testified in his deposition within the underlying action that he had never spoken with anyone from the Plaintiff; did not know of any meetings with anyone from the Plaintiff; and had never had contact with anyone from the Plaintiff.
16. The underlying litigation was purely at the insistence of Parham, as his client in the underlying case had no knowledge of the Plaintiff.
17. Prior to the suit being filed, Parham was placed on notice by GPR's attorney that there was a complete lack of ownership between GPR and the Plaintiff.
18. Filing suit against the Plaintiff was merely an effort to include another party, irrespective of the lack of liability, to have leverage against GPR in an effort to overcome its meritorious defenses.
19. In response to the underlying action, the Plaintiff filed a Motion to Dismiss on November 17, 2011, which stated that the Bruce litigation failed to state a cause of action.
20. As a result of the Motion to Dismiss, Parham was reminded, yet again, that he had included a party without any business relationship with his client.
21. Plaintiff's Answer, filed on November 23, 2011, further placed Parham on notice that there was a complete absence of liability on the part of the Plaintiff due to a lack of ownership by the Plaintiff of GPR, not business relationship of any kind with his client.
22. Within Plaintiff's Answer in the Bruce litigation, the Plaintiff reaffirmed the absence of any relationship between itself and GPR nor business relationship with his clients.

23. On November 10, 2011, the Plaintiff served Interrogatory Answers clearly stating that

“Defendant Alliance Biomedical Research, LLC has no knowledge of Plaintiffs John L. Bruce and/or Marilyn Bruce”.

24. Further, the Plaintiff’s Interrogatory answers stated that:

“Defendant Alliance Biomedical Research, LLC has knowledge that Greenville Pharmaceutical Research, Inc. is a South Carolina corporation, duly registered with the Secretary of State. Defendant Alliance Biomedical Research, LLC is a South Carolina limited liability company, duly registered with the Secretary of State. Neither entity has any ownership interest in the other. Defendant Greenville Pharmaceutical Research, Inc. provides no services to Defendant Alliance Biomedical Research, LLC. Defendant Alliance Biomedical Research, LLC provides no training or administrative management services to Defendant Greenville Pharmaceutical Research, Inc. Defendant Alliance Biomedical Research, LLC does provide legal services to Defendant Greenville Pharmaceutical Research, Inc.”

“Defendant Alliance Biomedical Research, LLC has no knowledge of John L. Bruce and thus no physician/patient relationship, no business relationship, nor any relationship, in any form or fashion, existed between the Plaintiff John L. Bruce and Defendant Alliance Biomedical Research, LLC.”

25. The continuation of the underlying lawsuit against Plaintiff was done for ulterior purposes to pressure GPR with Parham repeatedly being advised of the deficiencies of the Bruce litigation in that the Plaintiff had no ownership interest in GPR nor relationship with his clients.

26. Due to the Plaintiff’s inclusion in the Bruce litigation, it was involved in no less than ten (10) depositions, resulting in time, effort, and costs, including travel costs to and from Florida.

27. On April 16, 2012, Parham further set out his scheme by sending a letter to counsel “to give [them] a heads up” he may be filing a Motion to Amend the Complaint to include a study sponsor and important business partner with GPR. Glaxo-Smith Kline (“GSK”). (Exhibit B)

28. The letter was an attempt to extort settlement monies by threat to include another innocent third party business partner of GPR and in an effort to coerce Plaintiff to act upon Parham's behalf.
29. Parham sent the letter with the full knowledge that John Bruce was never accepted as a volunteer for a GSK research study; that John Bruce "screen failed" and thus never participated in the GSK study at issue, never had any procedures performed and never took the GSK study medicine.
30. Parham's letter was sent as a threat in order to extort monies from the Plaintiff and GPR by intentionally interfering with a business relationship between GPR and GSK, an innocent third party, in order to blackmail a settlement from GPR.
31. Parham instituted and/or continued the underlying judicial proceeding in instituting such proceeding and by a lack of probable cause, which resulted in injury and/or damage to the Plaintiff.
32. Plaintiff has suffered damages, loss and harm, including but not limited to their reputations, money, emotional tranquility, and privacy.
33. Such damages, loss and harm were the proximate and legal result of the misuse of such legal proceedings aforementioned.
34. Once Parham recognized that Plaintiff would not be extorted into a nuisance settlement or that his efforts would not affect the GPR case, he dismissed this Plaintiff from the lawsuit, turning his attention to different tactics to apply pressure to GPR and the owners of Alliance Biomedical Research, LLC.
35. The Bruce litigation terminated in the favor of the Plaintiff on May 4, 2012, by a Stipulation of Dismissal with Prejudice.

36. Parham brought suit against the Plaintiff in an effort to affect the litigation as it concerned GPR.
37. The inclusion of Plaintiff in the underlying lawsuit was intended to apply pressure towards the owners of GPR because of the overlap of some individual owners between the two entities and affect the outcome of the claims against GPR.
38. At all times material, the lawsuit against Plaintiff was a sham and never intended to establish liability against Alliance Biomedical Research, LLC.
39. Parham lacked probable cause in initiating the lawsuit and possessed a reckless indifference at the inception of the lawsuit by his failure in determining the association between the entities.
40. Parham was informed prior to the filing of the underlying lawsuit, and was repeatedly put on notice, that the Plaintiff did not carry liability insurance.
41. As such, the owners were fully and wholly responsible and liable to cover the litigation expenses, which Parham willingly used to cause an economic drain and thereby serving as economic coercion on the Plaintiff's owners to settle, regardless of liability.
42. Parham was driven by greed for his own monetary gain because of the contingency fee contract with his client.
43. Filing suit against the Plaintiff was purely a scheme to include an innocent party in an effort to extract money for the benefit of his own personal gain by attempting to affect another Defendant.
44. Plaintiff has suffered damages, loss and harm, including but not limited to their reputations, money, emotional tranquility, and privacy.

45. That said damages, loss and harm was the proximate and legal result of the misuse of such legal process aforementioned.

SECOND CAUSE OF ACTION
(Malicious Prosecution)

46. Plaintiff realleges all of the above paragraphs, to the extent not inconsistent herewith, as if each is set forth in toto hereunder.

47. As previously alleged, the institution of the proceedings occurred by the filing of the lawsuit on October 20, 2011, which continued for no less than ten (10) depositions, numerous pleadings, and One Hundred Ninety-Seven (197) days.

48. Given the lack of knowledge by the Bruce's, the litigation against Alliance Biomedical Research, LLC was purely at the insistence of Parham.

49. Such litigation terminated in favor of Alliance Biomedical Research, LLC as alleged in paragraph 36 above.

50. Parham proceeded with malice in the institution and continuation of the litigation against Alliance Biomedical Research, LLC, as evidenced by:

- a. Parham's lack of investigation;
- b. Parham's callous disregard for the rights of Alliance Biomedical Research, LLC;
- c. Parham's wrongful continuation of the litigation against Alliance Biomedical Research, LLC, in the face of insurmountable evidence of a lack of culpability; and,
- d. Parham's unjust attempt to affect the litigation against GPR by the suit against Plaintiff and threats towards GSK.

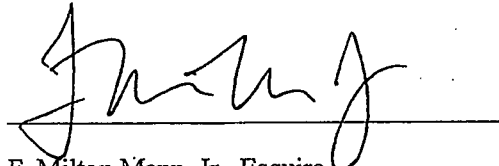
51. From the inception, Parham was well aware that the litigation against Alliance Biomedical Research, LLC lacked probable cause and was merely a sham lawsuit.
52. Parham instituted and/or continued the underlying judicial proceeding with malice in instituting such proceeding with a lack of probable cause which resulted in injury and/or damage to the Plaintiff.
53. The Bruce litigation terminated in the favor of the Plaintiff on May 4, 2012, by a Stipulation of Dismissal with Prejudice.
54. Plaintiff has suffered damages, loss and harm, including but not limited to their reputations, money, emotional tranquility, and privacy.
55. That said damages, loss and harm was the proximate and legal result of the malicious prosecution aforementioned.

WHEREFORE, having fully set forth its Complaint above, the Plaintiff prays:

- a. For a jury trial to be conducted in this matter;
- b. For actual and compensatory damages in an amount to be determined by the jury;
- c. For punitive damages in an amount to be determined by the jury; and

- d. For the cost of this action, including reasonable attorney's fees and for other such relief as appears just and equitable in the premises.

Dated: October 31, 2014



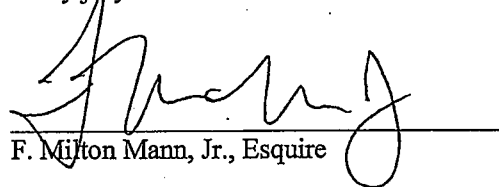
F. Milton Mann, Jr., Esquire
SC Bar #68250
151 Harold Fleming Court
Spartanburg, SC 29303
864/680-5079

Attorney for Plaintiff

JURY REQUEST

The Plaintiff hereby respectfully requests a trial by jury.

Dated: October 31, 2014



F. Milton Mann, Jr., Esquire

2014 DEC 19 AM 11 28
STATE OF SOUTH CAROLINA)
CLERK OF COURT) IN THE COURT OF COMMON PLEAS
COUNTY OF PICKENS PICKENS COUNTY) THIRTEENTH JUDICIAL CIRCUIT
SOUTH CAROLINA) C/A No.: 2014-CP-39-350
Alliance Biomedical Research, LLC,)
Plaintiff,)
vs.) **ANSWER OF DEFENDANTS**
) to
) **PLAINTIFF'S**
) **SECOND AMENDED COMPLAINT**
Judith H. Parham, Personal)
Representative of the Estate of David)
Michael Parham, deceased and Parham &)
Smith, LLC,)
Defendants.)

The Defendant, Judith H. Parham as the Personal Representative of the Estate of David Michael Parham, deceased, as Parham and Smith, LLC, (hereinafter referred to as "Defendants"), by and through her undersigned attorneys, denying all allegations not specifically or expressly admitted and reserving all rights to amend this pleading pursuant to the South Carolina Rules of Civil Procedure, Rule 15, hereby answers the Plaintiff's Second Amended Complaint by alleging as follows:

FOR A FIRST DEFENSE

1. The allegations in Paragraph 1 of Plaintiff's Second Amended Complaint do not concern Defendants, and, therefore, no response is required.
2. The Defendants admit the allegations in Paragraphs 2 and 3 of Plaintiff's Second Amended Complaint.
3. In answering the he allegations in Paragraph 4 of Plaintiff's Second Amended Complaint, Defendants deny the allegations as stated and would further show that at the time of the incidents alleged in the Second Amended Complaint, Parham &

Smith, LLC was a corporation formed within the State of South Carolina with its principal place of business in Greenville County.

4. The allegations in Paragraph 5 of Plaintiff's Second Amended Complaint constitute conclusions of law to which no response is required.

GENERAL FACTUAL ALLEGATIONS

5. In answering the allegations in Paragraph 6 of Plaintiff's Second Amended Complaint, the Defendants admit only that the lawsuit entitled *John L. Bruce and Marilyn Bruce v. Greenville Pharmaceutical Research, Inc. and Alliance Biomedical Group* was filed in the Court of Common Pleas for Greenville County, Thirteenth Judicial Circuit, Case No. 2011-CP-23-6967 (hereinafter referred to as the "*Bruce* lawsuit"). This Defendant would further show that Mike Parham filed the foregoing lawsuit in his capacity as attorney with the law firm of Parham & Smith, LLC, and that at all times he was representing the Bruces at the time of the Bruce lawsuit. The Defendants deny the remaining allegations in Paragraph 6 of Plaintiff's Second Amended Complaint and demand strict proof thereof.

6. In answering the allegations in Paragraph 7 of Plaintiff's Second Amended Complaint, Defendants crave reference to the Notice of Intent to File Suit that was filed in the *Bruce* litigation and deny any allegations in Paragraph 7 of Plaintiff's Second Amended Complaint that are inconsistent therewith.

FIRST CAUSE OF ACTION (Abuse of Process)

7. Defendants incorporate their responses to the paragraphs referenced and incorporated in Paragraph 8 of Plaintiff's Second Amended Complaint as if fully stated herein verbatim.

8. In answering the allegations in Paragraph 9 of Plaintiff's Second Amended Complaint, Defendants admit only that Mike Parham was licensed to practice law in the State of South Carolina. The Defendants would further show that Mike Parham practiced law in South Carolina for more than thirty-five years and that he represented individuals and families of those who suffered from medical neglect, nursing home neglect, and other significant personal injuries.

9. The allegations in Paragraph 10 of Plaintiff's Second Amended Complaint constitute conclusions of law to which the Defendants are required neither to admit nor deny.

10. Defendants deny the allegations in Paragraph 11 of Plaintiff's Second Amended Complaint, as stated. In answering the allegations in Paragraph 11 of Plaintiff's Second Amended Complaint, the Defendants would show that the Complaint in the *Bruce* litigation was filed on October 20, 2011.

11. Defendants deny the allegations in Paragraphs 12, 13, and 14 of Plaintiff's Second Amended Complaint, as stated. In further answering the allegations in Paragraphs 12, 13, and 14 of Plaintiff's Second Amended Complaint, the Defendants crave reference to the Complaint in the *Bruce* lawsuit and deny any allegations in Paragraphs 12, 13, and 14 of the Plaintiff's Second Amended Complaint that are inconsistent therewith.

12. In answering the allegations in Paragraph 15 of Plaintiff's Second Amended Complaint, the Defendants crave reference to the April 16, 2012 deposition of John L. Bruce and deny any allegations in Paragraph 15 that are inconsistent therewith.

13. The Defendants deny the allegations in Paragraphs 16, 17, and 18 of Plaintiff's Second Amended Complaint and demand strict proof thereof.

14. In answering the allegations in Paragraph 19 of Plaintiff's Second Amended Complaint, the Defendants crave reference to the Motion to Dismiss filed in the *Bruce* lawsuit and deny any allegations in Paragraph 19 that are inconsistent therewith.

15. The Defendants deny the allegations in Paragraphs 20, 21, and 22 of Plaintiff's Second Amended Complaint and demands strict proof thereof.

16. In answering the allegations in Paragraphs 23 and 24 of Plaintiff's Second Amended Complaint, the Defendants crave reference to the November 10, 2011 discovery responses in the *Bruce* lawsuit and deny any allegations in Paragraphs 23 and 24 that are inconsistent therewith.

17. The Defendants deny the allegations in Paragraphs 25 and 26 of Plaintiff's Second Amended Complaint and demand strict proof thereof.

18. The Defendants deny the allegations in Paragraph 27 of Plaintiff's Second Amended Complaint and demand strict proof thereof. In answering the allegations in Paragraph 27 of Plaintiff's Second Amended Complaint, the Defendants crave reference to the letter dated April 16, 2012 and deny any and all allegations in Paragraph 27 that are inconsistent therewith.

19. The Defendants deny the allegations in Paragraphs 28, 29, 30, 31, 32, 33, and 34 of Plaintiff's Second Amended Complaint and demand strict proof thereof.

20. In answering the allegations in Paragraph 35 of Plaintiff's Second Amended Complaint, the Defendants crave reference to the Stipulation of Dismissal filed

on April 19, 2012 in the *Bruce* lawsuit and deny any allegations in Paragraph 3 of Plaintiff's Second Amended Complaint that are inconsistent therewith.

21. The Defendants deny the allegations in Paragraphs 36, 37, 38, 39, 40, 41, 42, 43, 44, and 45 of Plaintiff's Second Amended Complaint and demand strict proof thereof.

SECOND CAUSE OF ACTION
(Malicious Prosecution)

22. The Defendants incorporate their responses to the paragraphs referenced and incorporated in Paragraph 46 of Plaintiff's Second Amended Complaint as if fully stated herein verbatim.

23. In answering the allegations in Paragraph 47 of Plaintiff's Second Amended Complaint, the Defendants admit only that the Complaint in the *Bruce* lawsuit was filed on October 20, 2011. The Defendants deny the remaining allegations in Paragraph 47 of Plaintiff's Second Amended Complaint and demand strict proof thereof.

24. The Defendants deny the allegations in Paragraph 48 of Plaintiff's Second Amended Complaint and demand strict proof thereof.

25. The Defendants deny the allegations in Paragraph 49 of Plaintiff's Second Amended Complaint. In answering the allegations in Paragraph 49 of Plaintiff's Second Amended Complaint, the Defendants would further show that a Stipulation of Dismissal with prejudice was filed on April 19, 2012, dismissing Alliance from the *Bruce* lawsuit.

26. The Defendants deny the allegations in Paragraphs 50, a, b, c, and d, 51, and 52 of Plaintiff's Second Amended Complaint and demand strict proof thereof.

27. The Defendants deny the allegations in Paragraph 53 of Plaintiff's Second Amended Complaint, as stated, and would further show that a Stipulation of Dismissal

with prejudice was filed on April 19, 2012, dismissing Alliance from the *Bruce* lawsuit once a good faith determination was made that dismissal was appropriate.

28. The Defendants deny the allegations in Paragraphs 54, 55, and the "Wherefore" clause of Plaintiff's Second Amended Complaint and demand strict proof thereof.

FIRST AFFIRMATIVE DEFENSE

29. Plaintiff has failed to state a claim upon which relief can be granted.

SECOND AFFIRMATIVE DEFENSE

30. Plaintiff's claims are barred because the Defendants owed no duty to Plaintiff.

THIRD AFFIRMATIVE DEFENSE

31. Any award of punitive damages to the Plaintiff would violate the Constitutional safeguards provided Defendants by the due process clause of the 14th Amendment of the United States constitution and under the due process clause of Article 1, Section 3 of the South Carolina Constitution. The determination of punitive damages does not bear any reasonable relationship between that of actual damages, if any, suffered by or awarded to the Plaintiff.

FOURTH AFFIRMATIVE DEFENSE

32. An attorney who acts in good faith with the authority of the client is not liable to a third party in an action for malicious prosecution.

FIFTH AFFIRMATIVE DEFENSE

33. An attorney is immune from liability to third persons arising from the performance of his professional activities as an attorney acting on behalf of and with the knowledge of his clients.

SIXTH AFFIRMATIVE DEFENSE

34. Plaintiff's Second Amended Complaint and any damages recoverable are barred by accord and satisfaction, release of any and all claims, *res judicata*, and collateral estoppel.

WHEREFORE, having fully answered Plaintiff's Second Amended Complaint, the Defendants pray that the same be dismissed with costs and for such other and further relief as this Court may deem just and proper.

BARNWELL WHALEY PATTERSON & HELMS, LLC

By: _____

M. DAWES COOKE, JR.

ALISSA D. FLEMING

JEFFREY M. BOGDAN

288 Meeting Street, Suite 200 (29401)

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ATTORNEYS FOR DEFENDANTS JUDITH II. PARHAM,
AS PERSONAL REPRESENTATIVE OF THE ESTATE OF
DAVID MICHAEL PARHAM, DECEASED, AND PARHAM
& SMITH, LLC

Charleston, South Carolina
December 15, 2014

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF PICKENS) THIRTEENTH JUDICIAL CIRCUIT
C/A No.: 2014-CP-39-350

Alliance Biomedical Research, LLC,)

Plaintiff,)

vs.)

Judith H. Parham, Personal)
Representative of the Estate of David)
Michael Parham, deceased and Parham &)
Smith, LLC,)

Defendants.)

MOTION FOR SUMMARY JUDGMENT

FILED FEB 16 PM 12:52
CLERK OF COURT
PICKENS COUNTY
SOUTH CAROLINA

TO: F. MILTON MANN, JR., ESQUIRE, ATTORNEY FOR PLAINTIFF

YOU WILL PLEASE TAKE NOTICE that ten (10) days after service hereof, or as soon thereafter as counsel may be heard, Defendants Judith H. Parham, Personal Representative of the Estate of Michael Parham, deceased, and Parham & Smith, LLC (hereinafter "Defendants"), by and through their undersigned counsel, will move before this Honorable Court for an Order granting Defendants' Motion for Summary Judgment and dismissing the Plaintiff's Complaint, pursuant to Rule 56 of the South Carolina Rules of Civil Procedure, and awarding Defendants sanctions as provided in S.C. Code Ann. § 15-36-10, commonly known as the South Carolina Frivolous Civil Proceedings Sanctions Act.

The grounds for this Motion are that the evidence produced through discovery does not contain even a scintilla evidence, let alone anything to create a genuine issue as to any material fact, that would support either cause of action asserted in the Plaintiff's Second Amended Complaint: Abuse of Process and Malicious Prosecution. More specifically, the Defendants are attorney Mike Parham's widow and Mike Parham's law firm prior to his death, Parham & Smith,

LLC, and the allegations stem from the Defendants' representation of their clients, John and Marilyn Bruce in an underlying lawsuit against Alliance Biomedical Research, Inc. ("Alliance"), who is the Plaintiff here. Now that the underlying lawsuit has concluded, with Alliance being dismissed with prejudice and without any payment, Alliance has sued the Defendants for their conduct during their representation of their clients in the underlying case. Importantly, Alliance has not sued John and Marilyn Bruce, the underlying plaintiffs, but has rather sued their attorneys.

It is well established in South Carolina jurisprudence that a third party (Alliance) may not sue an attorney (the Defendants) for acts or omission that the attorney allegedly committed while representing his or her clients (John and Marilyn Bruce), unless that attorney is not acting for the primary purpose of aiding his or her client. See Stiles v. Onorato, 318 S.C. 297, 457 S.E.2d 601 (1995); Gaar v. North Myrtle Beach Realty Co., Inc., 287 S.C. 525, 339 S.E.2d 887 (Ct. App. 1986).

Here, no discovery has been produced by the Plaintiff that could possibly support the argument that the Defendants were acting in any way except for the primary purpose of aiding their clients in the underlying case. In fact, the discovery deadline as set forth in the Amended Consent Scheduling Order filed December 18, 2015 has expired, with certain limited exceptions, without the Plaintiff serving any written discovery requests or noticing, or even requesting dates to take, any depositions. On the other hand, the Defendants have received discovery responses from the Plaintiff and deposed Dr. Gregory Feldman, who repeatedly testified that he was speaking on behalf of the Plaintiff. Despite these opportunities, the Plaintiff has advanced no evidence to support liability of the Defendants. Further, it is evident that the Plaintiff never had evidence to support the causes of actions its alleged against the Defendants. Accordingly,

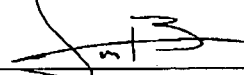
Plaintiff has violated the South Carolina Frivolous Civil Proceedings Sanctions Act and, as such, Defendants are entitled to sanctions.

This Motion is further based on South Carolina jurisprudence, the South Carolina Rules of Civil Procedure, the pleadings and discovery in this action, and any Memorandum that will be subsequently filed.

WHEREFORE, based on the law of the State of South Carolina, the grounds set forth above, and such materials as may have been or may hereafter be properly submitted to the Court, Defendants respectfully prays this Honorable Court enter an Order:

1. Entering Judgment in favor of Defendants;
2. Awarding Defendants sanctions as provided in S.C. Code Ann. § 15-36-10, commonly known as the South Carolina Frivolous Civil Proceedings Sanctions Act.
3. Awarding Defendants such other and further relief as the Court deems just and proper.

BARNWELL WHALEY PATTERSON & HELMS, LLC

By: 

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ATTORNEYS FOR DEFENDANTS

Charleston, South Carolina
February 11, 2016

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
FILED MAR 31 2017)
COUNTY OF PICKENS) THIRTEENTH JUDICIAL CIRCUIT
CLERK C/A No. 2014-CP-39-350

Alliance Biomedical Research, LLC,

Plaintiff,

vs.

Judith H. Parham, Personal
Representative of the Estate of David
Michael Parham, deceased and Parham &
Smith, LLC,

Defendants.

**MEMORANDUM IN SUPPORT OF
MOTION FOR SUMMARY JUDGMENT**

TO: F. MILTON MANN, JR., ESQUIRE, ATTORNEY FOR PLAINTIFF

This matter is before the Court on the Defendants' Motion for Summary Judgment pursuant to Rule 56 of the South Carolina Rules of Civil Procedure. Defendants hereby submit this Memorandum in support of their Motion for Summary Judgment.

Further, Plaintiff Alliance Biomedical Research, LLC brought and has refused to dismiss this action, despite the fact that it has failed to produce any evidence, and has actually admitted that it has no evidence, and has never had any evidence, to support filing this lawsuit. Therefore, Defendants seek an award of sanctions in the form of attorney's fees, costs, and expenses it has incurred in defending this frivolous lawsuit, as provided for in the S.C. Code Ann. § 15-36-10, commonly known as the South Carolina Frivolous Civil Proceedings Sanctions Act and also as provided for by Rule 11 of the South Carolina Rules of Civil Procedure.

BRIEF SUMMARY OF ARGUMENT

Plaintiff has sued the widow of an attorney and his former law firm for actions that the attorney and law firm took while representing their clients in an underlying litigation against

Plaintiff. Because the Defendants are legal professionals, before Plaintiff can reach the merits of its claims, South Carolina law is clear that Plaintiff will have to first prove that the Defendants were acting outside of the scope of their professional relationship with their clients. Plaintiff has never had any evidence, nor has it tried to find evidence, to overcome this threshold requirement.

Defendant Parham & Smith, LLC (hereinafter "P&S") represented John and Marilyn Bruce in a medical malpractice against now-Plaintiff Alliance Biomedical Research, LLC (hereinafter "Alliance") and Greenville Pharmaceutical Research, Inc. (hereinafter the "Bruce Litigation"). Michael Parham was an attorney at P&S who worked on the Bruce Litigation. After the Bruces dismissed Alliance from the Bruce Litigation, with prejudice and without any payment, Alliance sued Michael Parham's widow and P&S for Abuse of Process and Malicious Prosecution. The lynchpin of Alliance's case is that P&S and Parham included Alliance in the Bruce Litigation without the knowledge or authority of the Bruces and that P&S and Parham did not do any investigation to determine whether Alliance was a proper party to the Bruce Litigation.

Discovery has now closed in this case. Alliance has not served any written discovery requests on the Defendants, nor has it taken, noticed, or even requested dates to take a single deposition. On the other hand, Defendants have received discovery responses and supplemental discovery responses from Alliance and have taken the deposition of Dr. Gregory Feldman, one of Alliance's members who testified repeatedly that he was testifying on behalf of Alliance. Alliance has not identified or produced a single piece of evidence to support any theory of liability against the Defendants, or to overcome the threshold requirement that Defendants were acting outside of the scope of their professional representation of the Bruces when it sued

Alliance in the Bruce Litigation. Dr. Feldman could not do so either at his deposition. Accordingly, Defendants are entitled to summary judgment.

FACTS

Alliance's Second Amended Complaint admits that this case "arises out of alleged conduct by Parham as counsel and P&S as the representing firm" in the Bruce Litigation. Second Amended Complaint ¶6, attached hereto as Exhibit A. The first cause of action is for Abuse of Process and alleges that, prior to filing and then during the Bruce Litigation, Parham was informed that Alliance was not a proper party. *Id.* at ¶¶17, 19 - 24. Alliance alleges that Parham named Alliance anyway purely at his insistence and for the ulterior purpose to gain leverage against Alliance's co-defendant. *Id.* at ¶¶16, 18, 25. Alliance alleges that Mr. Bruce testified in his deposition in the Bruce Litigation that "he had never spoken with anyone from [Alliance]; did not know of any meetings with anyone from [Alliance]; and never had any contact with anyone from [Alliance]." *Id.* at ¶15. Alliance further alleges that "Parham was driven by greed for his own monetary gain because of the contingency fee contract with his client[s]." *Id.* at ¶42. Alliance's second cause of action is for Malicious Prosecution and alleges essentially the same theory as the Abuse of Process claim: that Alliance was brought into the Bruce Litigation purely at the insistence of Parham and that Parham did no internal investigation prior to naming Alliance in the Bruce Litigation. *Id.* at ¶¶48-51.

Defendant Parham filed a Motion to Dismiss,¹ arguing that a third party (Alliance) cannot sue an attorney (Parham) or a law firm (P&S) for actions or inactions arising from that attorney/law firm's representation of a client (the Bruces) in litigation against the third party (Alliance). The Court denied this Motion, because Alliance included an allegation in its

¹ The Motion to Dismiss, filed August 5, 2014, was actually in response to Alliance's first Amended Complaint. At that time, P&S was not a party, but was added after the Court found it was an indispensable party. The allegations in the first Amended and the Second Amended Complaint as to the Defendants are essentially identical.

complaint, which must be taken as true at the Motion to Dismiss stage, that "Parham did not act on behalf of, with the knowledge of, nor in good faith with the authority of his client in bringing the [Bruce Litigation] against Alliance." See October 28, 2004 Order at p.2, attached hereto as Exhibit B.

Defendants served Interrogatories and Requests for Production on Alliance requesting, amongst other things, identification and production of all evidence to support certain allegations of the Second Amended Complaint, including the allegations that Alliance was included in the Underlying Action purely at the insistence of Parham (Interrogatory No. 20, Request for Production No. 19), that Parham acted out of his own personal interests (Request for Production No. 23), and that Parham acted outside of the scope of his professional representation of the Bruces (Request for Production No. 24). Alliance only identified and produced the complaint in the Underlying Action and the transcript of John Bruce's deposition taken in the Underlying Action. See Alliance's Amended Responses to Defendants' Interrogatories and Second Amended Responses to Defendants' Request for Production, served March 17, 2016, attached hereto as Exhibit C.

Defendants also served Requests for Admission on Alliance, asking it to admit that Defendants acted in their role as the Bruces' attorneys at all times relevant to the Bruce Litigation; that Defendants acted solely on behalf of the Bruces at all times relevant to the Bruce Litigation; that Defendants had no personal interest, other than earning a fee, in bringing or maintaining the Bruce Litigation; and that Defendants always acted primarily for the purpose of aiding the Bruces in obtaining an adjudication of the Bruce Litigation. Alliance denied all Requests for Admission. See Alliance's Responses to Requests for Admission, attached hereto as Exhibit D. When asked to state the basis of all denials to Defendants' Requests for

Admission, Alliance responded simply that “Client, John L. Bruce, testified as to having no knowledge of Alliance Biomedical Research, LLC.” See Alliance’s Responses to Defendants’ Second Interrogatories (#12), attached hereto as Exhibit E.

At his deposition, Dr. Feldman unequivocally testified that he was testifying on behalf of Alliance. See Gregory Feldman, M.D. Deposition, December 16, 2015, 13:17-19; 59:19-20, cited excerpts of which are attached hereto as Exhibit F. Dr. Feldman summed up Alliance’s allegations in this case: that Parham/P&S filed the Bruce Litigation “without any grounds against Alliance Biomedical Research without any investigation.” Id. at 14:9-15. When asked about Alliance’s knowledge of what Parham or P&S did as part of their internal investigation prior to filing the Bruce Litigation, Dr. Feldman responded that he did not know because he is not a “mind reader,” but testified that Alliance “will conduct that investigation,” as Dr. Feldman seemed unaware that Alliance was allowed to conduct discovery in this case.² Id. at 31:16-32:16; 112:4-113:2. When asked if he was aware of any evidence showing that Parham or P&S acted outside of the scope of their representation of the Bruces in the Bruce Litigation, Dr. Feldman responded by referring to Alliance’s Complaint and stating that Alliance had not conducted its discovery yet. Id. at 100:13-101:12. When Dr. Feldman was asked if he was aware of any evidence to support his allegation that Parham/P&S acted for their own interests, he testified that he did not and he would find out in discovery. Id. at 140:14-141:12.

LAW/ANALYSIS

- A. THE COURT SHOULD GRANT SUMMARY JUDGMENT TO DEFENDANTS BECAUSE ALLIANCE HAS NOT ADVANCED EVEN A SCINTILLA OF EVIDENCE THAT COULD BE USED TO MEET ITS THRESHOLD BURDEN OF PROVING THAT DEFENDANTS ACTED OUTSIDE OF THE SCOPE OF THEIR PROFESSIONAL REPRESENTATION OF THE BRUCES

² Dr. Feldman’s deposition was taken on December 16, 2015, which was almost 2 years into the discovery process, as Alliance filed its original Complaint in this matter on March 20, 2014.

Generally, in South Carolina a third party may not sue a lawyer for acts and omissions done while acting as counsel for his/her client. Stiles v. Onorato, 318 S.C. 297, 300, 457 S.E.2d 601, 602 (1995). An attorney who acts in good faith with the authority of his client is not liable to a third party in an action for malicious prosecution. Gaar v. N. Myrtle Beach Realty Co., Inc., 287 S.C. 525, 528-29, 339 S.E.2d 887, 889 (Ct. App. 1986). The South Carolina Supreme Court has held that an attorney is immune from liability to third persons arising from the performance of his professional activities as an attorney on behalf of and with the knowledge of his client. Argoe v. Three Rivers Behavioral Center and Psychiatric Solutions, 388 S.C. 394, 400, 697 S.E.2d 551, 554 (2010).

In Gaar, the Court further noted:

The attorney normally conducts the litigation solely in his professional capacity. He has no personal interest in the suit. In his professional capacity the attorney is not liable ... for injury allegedly arising out of the performance of his professional activities.... *Even if the attorney who initiates civil proceedings for his client has no probable cause to do so, he is still not liable if he acts primarily for the purpose of aiding his client in obtaining a proper adjudication of the client's claim.*

Gaar, 287 S.C. at 528-29, 339 S.E.2d at 889 (emphasis added).

The South Carolina Supreme Court has expressed this legal maxim very clearly in Stiles, finding that an attorney is immune from liability for actions that were taken in the attorney's professional capacity of representing a client, but is not immune for actions the attorney takes outside of the scope of the professional representation. Stiles, 318 S.C. at 299, 457 S.E.2d at 602.

Here, Defendants' numerous discovery requests, which include one set of requests for production, one set of requests for admission, and two sets of interrogatories, asked Alliance specifically and repeatedly to identify and produce evidence that Defendants acted outside of

their professional representation of the Bruces in bringing Alliance into the Bruce Litigation. Alliance also authorized Dr. Feldman to speak for it at his deposition. Alliance has not identified or produced one piece of evidence to show that Defendants were acting outside of the scope of their professional representation of the Bruces. Dr. Feldman clearly testified that Alliance has no such evidence, and was hoping to find some in discovery. Discovery is now closed and Alliance did not even attempt to uncover any evidence, which does not exist.

Alliance seems to rely on Mr. Bruce's deposition testimony in the Bruce Litigation as evidence to prove that Defendants were acting outside of the scope of their professional representation of the Bruces. Alliance appears to be relying entirely on the following excerpt from Mr. Bruce's deposition transcript to support this case:

Q: Now, there's a company called Alliance Biomedical Group. Do you recall ever talking with anyone from a group named Alliance Biomedical Group?

A: No, sir.

Q: If you met somebody that worked with that group, you don't know it, do you?

A: No, sir, I don't.

See John L. Bruce Deposition from the Bruce Litigation, April 16, 2012, 19:12-23, cited excerpts of which are attached hereto as Exhibit G. Importantly, Mr. Bruce did not testify that he did not authorize Defendants to include Alliance in the Bruce Litigation or that, in naming Alliance to the Bruce Litigation, Defendants were acting against his wishes or outside of the scope of their representation of him. In fact, Mr. Bruce testified only regarding "Alliance Biomedical Group," which is a separate legal entity from "Alliance Biomedical Research, LLC," who was the defendant in the Bruce Litigation and who is the Plaintiff here. Further, Defendants represented not only John Bruce, but also Marilyn Bruce in the Bruce Litigation. Alliance has

not produced any evidence regarding Marilyn Bruce's knowledge of Alliance or what authority she gave to Defendants in the Bruce Litigation.

Mr. Bruce's deposition testimony from the Bruce Litigation is a far cry from evidence that Defendants were acting outside of the scope of their representation of the Bruces when they included Alliance as a Defendant in the Bruce Litigation. Since this is the only evidence that Alliance claims supports this proposition, Defendants are entitled to summary judgment, since it has not produced any evidence to satisfy its threshold burden of proving that Defendants acted outside of the scope of their professional representation of the Bruces.

B. THE COURT SHOULD GRANT SUMMARY JUDGMENT TO DEFENDANTS BECAUSE ALLIANCE HAS NOT ADVANCED EVEN A SCINTILLA OF EVIDENCE THAT COULD BE USED TO SATISFY THE ELEMENTS OF ITS ABUSE OF PROCESS OF MALICIOUS PROSECUTION CAUSES OF ACTION

While Defendants do not believe the Court should reach the merits of Alliance's actual causes of action since Alliance has failed to clear its threshold hurdle, Alliance has not produced any evidence to support either of those causes of action and, as such, Defendants are entitled to summary judgment.

The abuse of process cause of action allows relief for a party damaged by another's perversion of a legal procedure for a purpose not intended by the procedure. Food Lion, Inc. v. United Food & Commercial Workers Int'l Union, 351 S.C. 65, 69, 567 S.E.2d 251, 253 (Ct. App. 2002). A plaintiff alleging abuse of process in South Carolina must assert two essential elements: 1) an "ulterior purpose," and 2) a "willful act in the use of the process not proper in the conduct of the proceeding." Hainer v. Am. Med. Int'l, Inc., 328 S.C. 128, 136, 492 S.E.2d 103, 107 (1997).

To succeed on an action for malicious prosecution, a plaintiff must establish ever one of the following elements: (1) the institution or continuation of original judicial proceedings; (2) by

or at the instance of the defendant; (3) termination of such proceedings in plaintiff's favor; (4) malice in instituting such proceedings; (5) lack of probable cause; and (6) resulting injury or damage. Law v. S. Carolina Dep't of Corr., 368 S.C. 424, 435, 629 S.E.2d 642, 648 (2006).

Just as Alliance has not advanced any evidence to prove the threshold issue in this case, Alliance has also not produced even a scintilla of evidence to meet the elements of proving either of its substantive causes of action against Defendants. As to the Abuse of Process claim, Alliance has produced no evidence that Defendants had an ulterior purpose in suing Alliance. As to the Malicious Prosecution claim, the record is devoid of any evidence that Defendants acted maliciously or without probable cause in suing Alliance.

Since discovery has now been closed for some time, Defendants are entitled to summary judgment on the merits of Alliance's two causes of action.

C. DEFENDANTS ARE ENTITLED TO SANCTIONS PURSUANT TO S.C. CODE ANN. § 15-36-10 AND RULE 11

Rule 11 of the South Carolina Rules of Civil Procedure requires every pleading to be signed and that the signature constitutes a certificate by the signor that he has read the pleading and "that to best of his knowledge, information and belief there is good ground to support it" Rule 11 further provides that if a pleading is signed in violation of the rule, the court "may impose upon the person who signed it, a represented party, or both, an appropriate sanction, which may include an order to pay to the other party or parties the amount of the reasonable expenses incurred because of the filing of the pleading . . . including reasonable attorney's fees."

Similarly, the South Carolina Frivolous Civil Proceedings Sanctions Act, S.C. Code Ann. § 15-36-10, provides that an attorney's signature on a pleading constitutes a certificate to the court that "a reasonable attorney in the same circumstances would believe that under the facts his claim . . . may be warranted under the existing law" (§15-36-10(A)(3)(b)), that an attorney may

be sanctioned for filing a frivolous proceeding (§15-36-10(A)(4)(a)(ii)), and that sanctions may include reasonable costs and attorney's fees incurred in response to the frivolous proceeding (§15-36-10(G)(1)).

As discussed above, Alliance has never had any evidence to satisfy threshold issue that Defendants were acting outside of the scope of their representation of the Bruces when bringing Alliance into the Bruce Litigation. Alliance, through Dr. Feldman, admitted this under oath at deposition. On January 15, 2016, after reviewing the transcript of Dr. Feldman's deposition, the undersigned attorney for the Defendants wrote a letter to Alliance's counsel, attached hereto as Exhibit H, explaining that Alliance has not advanced any evidence to meet its requirement of Stiles and Gaar of proving that Defendants acted outside of the scope of their representation of the Bruces and requesting that Alliance voluntarily dismiss this case. Alliance failed to respond to this letter and instead has continued to maintain this absolutely frivolous lawsuit.

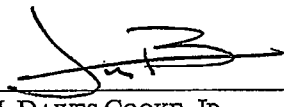
Accordingly, Alliance has have violated Rule 11 and the Frivolous Proceedings Act and Defendants requests that it be sanctioned in the amount of total reasonable attorney's fees and costs incurred by Defendants in defending this case. Holmes v. Haynsworth, Sinkler & Boyd, P.A., 408 S.C. 620, 643-44, 760 S.E.2d 399, 411-12 (2014), abrogated on other grounds (awarding sanctions against a plaintiff who filed a non-meritorious and baseless lawsuit after conducting no serious pre-trial investigation of the claim or developing any evidence to support her claims, instead relying on her belief that she is right while the defendants are wrong).

CONCLUSION

Discovery in this case ended on February 1, 2016 without Alliance serving any discovery requests or taking a single deposition. Not only has Alliance failed to come forward with any evidence to support the merits of either its Abuse of Process or Malicious Prosecution claims, it

has also not produced a scintilla of evidence to carry its initial burden of proving that the Defendants acted outside of the scope of their representation of the Bruces by bringing Alliance into the Bruce Litigation. Dr. Feldman unequivocally testified under oath at his deposition that Alliance has never had any evidence, but simply hopes to find something in discovery, which it never even attempted to do. Accordingly, Alliance has violated Rule 11 and the Frivolous Proceedings Act by filing this lawsuit. Defendants respectfully request that the Court grant its Motion for Summary Judgment and order sanctions against Alliance in the amount of attorney's fees and costs Defendants incurred in defending this groundless and frivolous lawsuit.

BARNWELL WHALEY PATTERSON & HELMS, LLC

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ATTORNEYS FOR DEFENDANTS

Charleston, South Carolina
March 29, 2016

STATE OF SOUTH CAROLINA)
COUNTY OF PICKENS)
Alliance Biomedical Research, LLC,)
Plaintiff,)
vs.)
Judith H. Parham, Personal Representative)
of the Estate of David Michael Parham,)
Deceased and Parham & Smith, LLC,)
Defendants.)

IN THE COURT OF COMMON PLEAS
THIRTEENTH JUDICIAL CIRCUIT

SECOND AMENDED COMPLAINT
(Jury Trial Demanded)

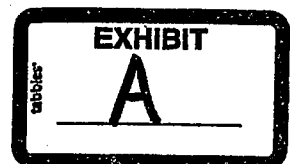
C.A. No. 2014-CP-23-350

2014 NOV 3 PM 3 14
CLERK OF COURT
PICKENS COUNTY
SOUTH CAROLINA

Now comes the Plaintiff complaining of the Defendants and allege:

Venue and Jurisdictional Allegations

1. The Plaintiff, Alliance Biomedical Research, LLC, is a limited liability corporation in good standing, formed within the State of South Carolina with its principal place of business in Spartanburg County.
2. Upon information and belief, David Michael Parham ("Parham") was a resident and citizen of the County of Pickens, State of South Carolina before his death and an Estate has been opened with the Pickens County Probate Court.
3. Upon information and belief, the personal representative, Judith H. Parham, is a resident and citizen of Pickens County, South Carolina.



4. Upon information and belief, Parham & Smith, LLC ("P&S") is a corporation in good standing, formed within the State of South Carolina with its principal place of business in Greenville County.
5. Venue and jurisdiction are vested in the Circuit Court of the Thirteenth Judicial Circuit in and for Pickens County, South Carolina.

General Factual Allegations

6. This action arises out of alleged conduct by Parham as counsel and P&S as the representing firm in a prior lawsuit captioned *John L. Bruce and Marilyn Bruce v. Greenville Pharmaceutical Research, Inc. and Alliance Biomedical Group*, ("underlying action" or "Bruce litigation") filed on October 20, 2011 in the Court of Common Pleas for Greenville County, Thirteenth Judicial Circuit, case number 2011-CP-23-6967.
7. According to the Bruce litigation court records, Parham served Plaintiff with the Notice of Intent to File Suit on or about July 13, 2011, which is required pursuant to §15-79-125 South Carolina Code of Laws in order to bring a medical malpractice claim within South Carolina.

FIRST CAUSE OF ACTION
(Abuse of Process)

8. Plaintiff realleges all of the above paragraphs, to the extent not inconsistent herewith, as if each is set forth in toto hereunder.
9. Parham's legal career spanned more than thirty (30) years within the State of South Carolina with a legal specialty in Tort/Personal Injury Law in his representation of injured individuals.
10. South Carolina Code of Laws §15-79-125 states in part that:

Prior to filing or initiating a civil action alleging injury or death, as a result of medical malpractice, the plaintiff shall contemporaneously file a Notice of Intent to File Suit and an affidavit of an expert witness, subject to the affidavit requirement established in Section 15-36-100...

11. Following the pre-suit period of time, on October 20, 2011, Parham signed and filed the underlying litigation.
12. In the Bruce litigation, John L. Bruce and Marilyn Bruce ("Bruces"), through their attorney, Parham, alleged that Greenville Pharmaceutical Research, Inc. ("GPR") and Alliance Biomedical Research Group, LLC, failed "to possess the degree of care, competence and skill ordinarily and customarily possessed by similar healthcare providers in similar circumstances or failing to exercise that degree of care, competence and skill ordinarily and customarily exercised by similar health-care providers under similar circumstances and in deviating from ordinary and customary standards of medical care", and acted in a fashion of "negligence, carelessness, recklessness, willfulness and wantonness", which caused the Plaintiffs to suffer real and immediate injury.
13. Within the underlying action, Parham alleged on behalf of the Bruces: "Upon information and belief, Alliance Biomedical Research, LLC, is a corporation whose principal place of business is in the County of Spartanburg, State of South Carolina. Alliance Biomedical Research, LLC is the parent company of Greenville Pharmaceutical Research, Inc. At all times herein mentioned, the Defendant Alliance Biomedical Research, LLC, acted by and through its subsidiary Greenville Pharmaceutical Research, Inc. together with its servants, agents and employees."
14. Parham sought actual and punitive damages arising out of the underlying action for the Bruces against Plaintiff for GPR's alleged conduct.

15. On April 16, 2012, Mr. Bruce testified in his deposition within the underlying action that he had never spoken with anyone from the Plaintiff; did not know of any meetings with anyone from the Plaintiff; and had never had contact with anyone from the Plaintiff.
16. The underlying litigation was purely at the insistence of Parham, as his client in the underlying case had no knowledge of the Plaintiff.
17. Prior to the suit being filed, Parham was placed on notice by GPR's attorney that there was a complete lack of ownership between GPR and the Plaintiff.
18. Filing suit against the Plaintiff was merely an effort to include another party, irrespective of the lack of liability, to have leverage against GPR in an effort to overcome its meritorious defenses.
19. In response to the underlying action, the Plaintiff filed a Motion to Dismiss on November 17, 2011, which stated that the Bruce litigation failed to state a cause of action.
20. As a result of the Motion to Dismiss, Parham was reminded, yet again, that he had included a party without any business relationship with his client.
21. Plaintiff's Answer, filed on November 23, 2011, further placed Parham on notice that there was a complete absence of liability on the part of the Plaintiff due to a lack of ownership by the Plaintiff of GPR, not business relationship of any kind with his client.
22. Within Plaintiff's Answer in the Bruce litigation, the Plaintiff reaffirmed the absence of any relationship between itself and GPR nor business relationship with his clients.

23. On November 10, 2011, the Plaintiff served Interrogatory Answers clearly stating that

“Defendant Alliance Biomedical Research, LLC has no knowledge of Plaintiffs John L. Bruce and/or Marilyn Bruce”.

24. Further, the Plaintiff's Interrogatory answers stated that:

“Defendant Alliance Biomedical Research, LLC has knowledge that Greenville Pharmaceutical Research, Inc. is a South Carolina corporation, duly registered with the Secretary of State. Defendant Alliance Biomedical Research, LLC is a South Carolina limited liability company, duly registered with the Secretary of State. Neither entity has any ownership interest in the other. Defendant Greenville Pharmaceutical Research, Inc. provides no services to Defendant Alliance Biomedical Research, LLC. Defendant Alliance Biomedical Research, LLC provides no training or administrative management services to Defendant Greenville Pharmaceutical Research, Inc. Defendant Alliance Biomedical Research, LLC does provide legal services to Defendant Greenville Pharmaceutical Research, Inc.”

“Defendant Alliance Biomedical Research, LLC has no knowledge of John L. Bruce and thus no physician/patient relationship, no business relationship, nor any relationship, in any form or fashion, existed between the Plaintiff John L. Bruce and Defendant Alliance Biomedical Research, LLC.”

25. The continuation of the underlying lawsuit against Plaintiff was done for ulterior purposes to pressure GPR with Parham repeatedly being advised of the deficiencies of the Bruce litigation in that the Plaintiff had no ownership interest in GPR nor relationship with his clients.

26. Due to the Plaintiff's inclusion in the Bruce litigation, it was involved in no less than ten (10) depositions, resulting in time, effort, and costs, including travel costs to and from Florida.

27. On April 16, 2012, Parham further set out his scheme by sending a letter to counsel “to give [them] a heads up” he may be filing a Motion to Amend the Complaint to include a study sponsor and important business partner with GPR. Glaxo-Smith Kline (“GSK”). (Exhibit B)

28. The letter was an attempt to extort settlement monies by threat to include another innocent third party business partner of GPR and in an effort to coerce Plaintiff to act upon Parham's behalf.
29. Parham sent the letter with the full knowledge that John Bruce was never accepted as a volunteer for a GSK research study; that John Bruce "screen failed" and thus never participated in the GSK study at issue, never had any procedures performed and never took the GSK study medicine.
30. Parham's letter was sent as a threat in order to extort monies from the Plaintiff and GPR by intentionally interfering with a business relationship between GPR and GSK, an innocent third party, in order to blackmail a settlement from GPR.
31. Parham instituted and/or continued the underlying judicial proceeding in instituting such proceeding and by a lack of probable cause, which resulted in injury and/or damage to the Plaintiff.
32. Plaintiff has suffered damages, loss and harm, including but not limited to their reputations, money, emotional tranquility, and privacy.
33. Such damages, loss and harm were the proximate and legal result of the misuse of such legal proceedings aforementioned.
34. Once Parham recognized that Plaintiff would not be extorted into a nuisance settlement or that his efforts would not affect the GPR case, he dismissed this Plaintiff from the lawsuit, turning his attention to different tactics to apply pressure to GPR and the owners of Alliance Biomedical Research, LLC.
35. The Bruce litigation terminated in the favor of the Plaintiff on May 4, 2012, by a Stipulation of Dismissal with Prejudice.

36. Parham brought suit against the Plaintiff in an effort to affect the litigation as it concerned GPR.
37. The inclusion of Plaintiff in the underlying lawsuit was intended to apply pressure towards the owners of GPR because of the overlap of some individual owners between the two entities and affect the outcome of the claims against GPR.
38. At all times material, the lawsuit against Plaintiff was a sham and never intended to establish liability against Alliance Biomedical Research, LLC.
39. Parham lacked probable cause in initiating the lawsuit and possessed a reckless indifference at the inception of the lawsuit by his failure in determining the association between the entities.
40. Parham was informed prior to the filing of the underlying lawsuit, and was repeatedly put on notice, that the Plaintiff did not carry liability insurance.
41. As such, the owners were fully and wholly responsible and liable to cover the litigation expenses, which Parham willingly used to cause an economic drain and thereby serving as economic coercion on the Plaintiff's owners to settle, regardless of liability.
42. Parham was driven by greed for his own monetary gain because of the contingency fee contract with his client.
43. Filing suit against the Plaintiff was purely a scheme to include an innocent party in an effort to extract money for the benefit of his own personal gain by attempting to affect another Defendant.
44. Plaintiff has suffered damages, loss and harm, including but not limited to their reputations, money, emotional tranquility, and privacy.

45. That said damages, loss and harm was the proximate and legal result of the misuse of such legal process aforementioned.

SECOND CAUSE OF ACTION
(Malicious Prosecution)

46. Plaintiff realleges all of the above paragraphs, to the extent not inconsistent herewith, as if each is set forth in toto hereunder.

47. As previously alleged, the institution of the proceedings occurred by the filing of the lawsuit on October 20, 2011, which continued for no less than ten (10) depositions, numerous pleadings, and One Hundred Ninety-Seven (197) days.

48. Given the lack of knowledge by the Bruce's, the litigation against Alliance Biomedical Research, LLC was purely at the insistence of Parham.

49. Such litigation terminated in favor of Alliance Biomedical Research, LLC as alleged in paragraph 36 above.

50. Parham proceeded with malice in the institution and continuation of the litigation against Alliance Biomedical Research, LLC, as evidenced by:

- a. Parham's lack of investigation;
- b. Parham's callous disregard for the rights of Alliance Biomedical Research, LLC;
- c. Parham's wrongful continuation of the litigation against Alliance Biomedical Research, LLC, in the face of insurmountable evidence of a lack of culpability; and,
- d. Parham's unjust attempt to affect the litigation against GPR by the suit against Plaintiff and threats towards GSK.

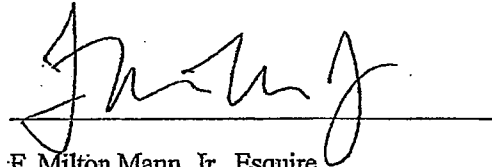
51. From the inception, Parham was well aware that the litigation against Alliance Biomedical Research, LLC lacked probable cause and was merely a sham lawsuit.
52. Parham instituted and/or continued the underlying judicial proceeding with malice in instituting such proceeding with a lack of probable cause which resulted in injury and/or damage to the Plaintiff.
53. The Bruce litigation terminated in the favor of the Plaintiff on May 4, 2012, by a Stipulation of Dismissal with Prejudice.
54. Plaintiff has suffered damages, loss and harm, including but not limited to their reputations, money, emotional tranquility, and privacy.
55. That said damages, loss and harm was the proximate and legal result of the malicious prosecution aforementioned.

WHEREFORE, having fully set forth its Complaint above, the Plaintiff prays:

- a. For a jury trial to be conducted in this matter;
- b. For actual and compensatory damages in an amount to be determined by the jury;
- c. For punitive damages in an amount to be determined by the jury; and

- d. For the cost of this action, including reasonable attorney's fees and for other such relief as appears just and equitable in the premises.

Dated: October 31, 2014



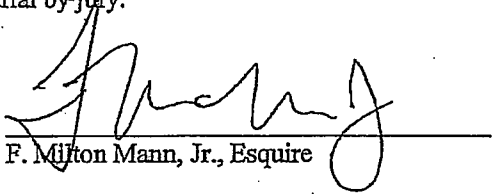
F. Milton Mann, Jr., Esquire
SC Bar #68250
151 Harold Fleming Court
Spartanburg, SC 29303
864/680-5079

Attorney for Plaintiff

JURY REQUEST

The Plaintiff hereby respectfully requests a trial by jury.

Dated: October 31, 2014



F. Milton Mann, Jr., Esquire

STATE OF SOUTH CAROLINA 2014 OCT 28 AM 9 32 THE COURT OF COMMON PLEAS
THIRTEENTH JUDICIAL CIRCUIT

COUNTY OF PICKENS CLERK OF COURT
PICKENS COUNTY
SOUTH CAROLINA
Alliance Biomedical Research, LLC,

Plaintiff,

ORDER

vs.

Judith H. Parham, Personal Representative
of the Estate of David Michael Parham,
Deceased, and Gerald H. Sokol, M.D.

C.A. No. 2014-CP-39-350

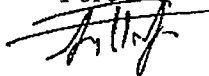
Defendant.

This matter is before the Court on Defendant's Judith H. Parham, Personal Representative of the Estate of David Michael Parham, Deceased (hereinafter Defendant Parham), filed motion to dismiss Plaintiff's Complaint pursuant to Rules 12(b)(6), 12(b)(7) and 19 of the South Carolina Rules of Civil Procedure. A hearing was held in Pickens, South Carolina on October 2, 2014. Based upon the arguments presented at the hearing, the memoranda of law submitted by the parties and the applicable statutory and common law, the Court hereby denies in part and grants in part Defendant Parham's motion to dismiss.

SCRPC Rule 12(b)(6) STANDARD OF REVIEW

"The ruling on a 12(b)(6), SCRPC, motion to dismiss must be based solely on the allegations set forth in the complaint. *Plyler v. Burns*, 373 S.C. 637, 645, 647 S.E.2d 188, 192 (2007)." *TCI Media, Inc. v. NuVox Communications, Inc.*, 010709 SCCA, 2009-UP-004 "The motion cannot be granted if the facts set forth in the complaint and the inferences reasonably

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drawn therefrom would entitle the Plaintiff to relief on any theory of the case. *AshleyRiverProp. I, L.L.C. v. Ashley River Prop. II, L.L.C.*, 374 S.C. 271, 278, 648 S.E.2d 295, 298 (Ct. App. 2007)."

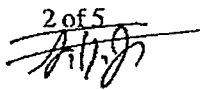
TCL Media, Inc. v. NuVox Communications, Inc., 010709 SCCA, 2009-UP-004. "Our courts have held that pleadings in a case should be construed liberally so that substantial justice is done between the parties. *Manning v. Dial*, 271 S.C. 79, 245 S.E.2d 120 (1978). Further, a judgment on the pleadings is considered to be a drastic procedure by our courts. *U.S. Casualty Company v. Hlers*, 233 S.C. 333, 104 S.E.2d 561 (1958)." *Russell v. City of Columbia*, 406 S.E.2d 338 (S.C. 1991).

ARGUMENT

1. **David Michael Parham did not act on behalf of, with the knowledge of, nor in good faith with the authority of his client.**

Defendant Parham asserts that Alliance cannot sue Defendant Parham on any cause of action and relies on the holding in *Gaar v. North Myrtle Beach Realty Co., Inc.*, 287 S.C. 525, at 528-529, 339 S.E.2d 887, at 889, where an attorney acting in good faith with the authority of the client is not liable to third party in an action for malicious prosecution. However, the court in *Stiles v. Onorato*, 318 S.C. 297, 457 S.E.2d 601 (S.C. 1995) held that "the trial court erred in dismissing the complaint on the basis that *Gaar* provides absolute immunity to an attorney under any and all circumstances." Plaintiff argues that David Michael Parham did not act on behalf of, with the knowledge of, nor in good faith with the authority of his client in bringing the underlying lawsuit against Alliance.

Accordingly, the Plaintiff's Amended Complaint sets forth a justiciable claim that is

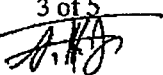
2 of 5


sufficient under Rule 12(b)(6), SCRCP, and for this reason, Defendant's Motion to Dismiss is denied.

2. Parham & Smith is an indispensable party subject to SCRCP 19.

Plaintiff's Amended Complaint asserts allegations against Defendant Parham individually, as well as, against him in his capacity as an attorney with Parham & Smith, LLC (hereinafter P&S) in the underlying case. Therefore, P&S is an indispensable party. Quoting *Stewart v. State Crop Pest Commission, et al*, 414 S.E.2d 121, 307 S.C. 133, "In order to be an indispensable party, the action must (1) not afford complete relief among those already parties, or (2) impair or impede the absent parties' ability to protect its interest, or (3) leave parties already in the suit subject to substantial risk of incurring multiple or inconsistent obligations by reason of the absent party not being joined. Plaintiff alleges in its' Complaint at ¶¶ 43 and 44 that David Michael Parham acted for his own benefit. Plaintiffs' facts are sufficient to support the theory that some acts were individual in nature. However, other facts are sufficient to support the theory that other actions taken in his capacity as an attorney with P&S.

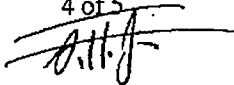
P&S is a necessary party for just adjudication of this case. Under SCRCP 19(a)(1), an entity shall be joined as a party in the action if (1) in his absence, complete relief cannot be accorded among those already parties..." SCRCP 19(a)(1). "The notes to Rule 19 indicate that this rule is the same as the federal rule, and that the principle behind the rule is 'that whenever possible persons materially interested in the action shall be joined so that they may be heard and a complete determination made.'" *Shah v. Richland Memorial Hosp.*, 350

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S.C. 139, 147, 564 S.E.2d 681 (Ct. App. 2002). When evidence demonstrates a non-party may be liable for claims of a plaintiff, "the addition of [that party] is necessary so that the party who would be ultimately responsible for the judgment would have an opportunity to be heard, thus providing a complete determination of the liability flowing from [the complained of] conduct." *Id.* At 148, 685. Here, P&S was counsel for plaintiffs in the underlying action which is subject of some of Plaintiff's claims, as well as, Defendant Parham individually. As a consequence P&S is a necessary party to this action.

Given that some of Plaintiff's claims concern P&S's representation of the plaintiffs in the underlying litigation, P&S also has substantial interest in this case. SCRCP 19(a)(2) requires that an entity "shall be joined as a party in the action if...(2) he claims an interest relating to the subject of the action and is so situated that the disposition of the action in his absence may (i) as a practical matter impair or impede his ability to protect his interest..." SCRCP 19(a)(2). As counsel to the Bruces, some allegations within Plaintiff's Amended Complaint may materially affect P&S. Accordingly, P&S's absence from this case will impair its ability to protect its interest, unless P&S is joined as a defendant.

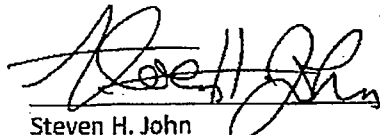
Counsel for Defendant Parham argued this case should be dismissed under SCRCP 12(b)(7) and 19 without having made supporting arguments that it would be infeasible to join Parham & Smith if this court found them to be indispensable. South Carolina case law in *Lee v. Kelley*, 378 S.E. 2d 616, 298 S.C. 155 clearly holds "... dismissal for failure to join an essential party under Rule 19 only when it is not feasible to join such party."

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CONCLUSION

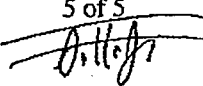
For the foregoing reasons, the Court denies Defendant Parham's motion to dismiss pursuant to Rule 12(b)(6) with prejudice. The complaint, together with the exhibits attached thereto and incorporated therein, states a cause of action upon which relief can be granted to the Plaintiff. However, this Court grants Defendant Parham's motion to dismiss pursuant to SCRPC 12(b)(7) and 19, finding that Parham & Smith, LLC is an indispensable party that Plaintiff failed to name. However, Plaintiff is granted leave to amend its Complaint and to name Parham & Smith, LLC as a defendant and has twenty (20) days from the date of this Order to do so.

AND IT IS SO ORDERED!



Steven H. John
Presiding Judge, Thirteenth Judicial Circuit

October 15, 2014
In Chambers, South Carolina

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STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	THIRTEENTH JUDICIAL CIRCUIT
COUNTY OF PICKENS	)	
	)	
Alliance Biomedical Research, LLC,	)	
	)	
Plaintiff,	)	PLAINTIFF'S AMENDED RESPONSES TO
	)	DEFENDANTS' INTERROGATORIES
vs.	)	
	)	
Judith H. Parham, Personal Representative	)	
of the Estate of David Michael Parham,	)	C.A. No. 2014-CP-39-350
Deceased, and Parham & Smith, LLC.	)	
	)	
Defendant.	)	

TO: DEFENDANT JUDITH H. PARHAM, PERSONAL REPRESENTATIVE OF THE ESTATE OF DAVID MICHAEL PARHAM, DECEASED:

Pursuant to Rule 34 of the South Carolina Rules of Civil Procedure, Plaintiff Alliance Biomedical Research, LLC, (hereinafter ("ABR")) responds to Defendant's Interrogatories as follows:

I. RESERVATION OF RIGHTS

1. Responding to Interrogatories, Plaintiff, ABR, does not waive any objections which may be appropriate either to (a) use by Plaintiff, ABR, of any Answer to the Interrogatories for any purpose or (b) the materiality of any of the Interrogatories to any issue in this case.
2. Plaintiff, ABR, specifically reserves all rights to objections which may otherwise be available to it and further states that no response should be deemed as an admission of relevancy, materiality or admissibility into evidence of any particular interrogatory or the response thereto. Plaintiff, ABR, further reserves the right to alter or amend its answers to be more accurate if other information becomes available to it at a subsequent time.
3. The answers herein are subject to the rights of Plaintiff, ABR to object and not be bound at any time to a demand for further response to these or other interrogatories or other discovery procedures.

Page 1 of 18



RESPONSE:

Plaintiff provides legal services to Alliance Biomedical Group International, LLC.

- b. Alliance Biomedical Group USA, Inc.

RESPONSE:

Plaintiff provides legal services for Alliance Biomedical Group USA, Inc.

- c. Alliance Biomedical Research of Europe, LLC

RESPONSE:

Plaintiff provided legal services for Alliance Biomedical Research of Europe, LLC.

- 18. Identify all parent companies and affiliate companies of Plaintiff.

RESPONSE:

- A. Duluth Biomedical Research, LLC
- B. Duluth Medical Investors, LLC
- C. Hendersonville Pharmaceutical Research, LLC

- 19. Identify all companies or entities in which Plaintiff holds an ownership, or has owned an ownership interest since 2010.

RESPONSE:

- A. Duluth Biomedical Research, LLC
- B. Duluth Medical Investors, LLC
- C. Hendersonville Pharmaceutical Research, LLC

- 20. Identify all documents or other evidence that supports Plaintiff's allegation that the lawsuit styled John L. Bruce and Marilyn Bruce v. Greenville Pharmaceutical Research, Inc. and Alliance Biomedical Group, 2011-CP-23-125 (hereinafter the "Underlying Litigation") "was purely at the insistence of Parham," as is alleged in Paragraph 17 of the Amended Complaint.

RESPONSE:

Complaint and Wrongful Death & Survival Complaint in Waiting, John L. Bruce and

Marilyn Bruce v. Greenville Pharmaceutical Research, Inc. and Alliance Biomedical Group, Case No. 2011-CP-23-6967, filed October 20, 2011.

Deposition of John L. Bruce taken on April 16, 2012.

21. Explain precisely how "Parham was reminded, yet again, that he had included a party without any business relationship with his client," as is alleged in Paragraph 21 of the Complaint.

RESPONSE:

Plaintiff references the facts alleged by Plaintiff within its Complaint and Interrogatory 7 herein.

22. Explain precisely how "the continuation of the [U]nderlying [Litigation] against Plaintiff was done for ulterior purposes to pressure GPR," as is alleged in Paragraph 26 of the Amended Complaint. Do not simply refer to the Amended Complaint.

RESPONSE:

Plaintiff references the facts alleged by Plaintiff within its Complaint and its response to Interrogatory 7 herein.

23. Explain precisely how, as is alleged in Paragraph 43 of the Amended Complaint, "Parham was driven by greed for his own monetary gain because of the contingency fee contract with his client" in the Underlying Litigation and how Parham's motivations in the Underlying Litigation were different than his motivation in any other litigation in which he represented plaintiff.

RESPONSE:

Plaintiff has no knowledge if Parham has tried to extort money from innocent parties before or if he increased his income in other fee arrangements cases by including innocent parties.

24. Identify all actions that Plaintiff alleges Parham took in the Underlying Litigation that were outside of the scope of his professional relationship with and/or representation of his clients.

RESPONSE:

Knowingly including innocent party that his client had no knowledge of. Further,

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	THIRTEENTH JUDICIAL CIRCUIT
COUNTY OF PICKENS	)	
	)	
Alliance Biomedical Research, LLC,	)	
	)	
Plaintiff,	)	PLAINTIFF'S 2 nd AMENDED RESPONSES TO
	)	DEFENDANTS' REQUEST FOR PRODUCTION
vs.	)	
	)	
Judith H. Parham, Personal Representative	)	
of the Estate of David Michael Parham,	)	C.A. No. 2014-CP-39-350
Deceased, and Parham & Smith, LLC.	)	
	)	
Defendant.	)	

TO: JEFFREY M. BOGDAN, ESQUIRE, Attorney for Defendants:

Plaintiff hereby responds to Defendants' Request for Production of Documents as follows:

I. RESERVATION OF RIGHTS

1. Responding to the Request for Production of Documents, Plaintiff does not waive any objections which may be appropriate either to (a) use by Plaintiff of any document produced for any purpose or (b) the materiality of any of the Request for Production of Documents to any such issue in the case.
2. Plaintiff specifically reserves all rights to objections which may otherwise be available to it and further states that no response should be deemed which may otherwise be available to it and further states that no response should be deemed as an admission of relevancy, materiality or admissibility into evidence of any particular request of the response thereto. Plaintiff further reserves the right to alter or amend its answers to be more accurate if other information becomes available to it at a subsequent time.
3. The answers herein are subject to the rights of the Plaintiff to object and not be bound at any time to a demand for a further purpose to these or other requests or other discovery procedures.

RESPONSE:

2010 Federal and State Tax Returns
2011 Federal and State Tax Returns
2012 Federal and State Tax Returns
2013 Federal and State Tax Returns
2014 Federal and State Tax Returns

16. Copies of all correspondence in any form between Plaintiff and GPR, including but not limited to (a) correspondence regarding the lawsuit styled John L. Bruce and Marilyn Bruce v. Greenville Pharmaceutical Research, Inc. and Alliance Biomedical Group, 2011-CP-23-125 (hereinafter "Underlying Litigation"), (b) correspondence regarding the Underlying Litigation action, and (c) correspondence regarding this action.

RESPONSE:

All responsive documents, emails; including the entire case-file relating to the underlying litigation, has been provided to Legal Eagle, Inc. for copying.

17. Copies of Plaintiff's South Carolina Secretary of State filings and corporate formation documents, including but not limited to Article of Incorporation, Operating Agreement, ByLaws, and any amendments thereto.

RESPONSE:

Certificate of Existence dated May 21, 2007.
Articles of Organization filed May 21, 2007.
Operating Agreement of Alliance Biomedical Research, LLC.

18. Copies of all of the Plaintiff's SEC filings.

RESPONSE:

None.

19. Copies of all documents or other evidence that supports Plaintiff's allegations that the Underlying Litigation "was purely at the insistence of Parham" as is alleged in Paragraph 17 of the Amended Complaint.

RESPONSE:

Complaint and Wrongful Death & Survival Complaint in Waiting, John L. Bruce and Marilyn Bruce v. Greenville Pharmaceutical Research, Inc. and Alliance Biomedical Group, Case No. 2011-CP-23-6967, filed October 20, 2011.

Deposition of John L. Bruce taken on April 16, 2012.

20. Copies of all documents or other evidence that supports Plaintiff's allegation that "Parham was reminded, yet again, that he had included a party without any business relationship with his client," as is alleged in Paragraph 21 of the Amended Complaint.

RESPONSE:

Defendant, Alliance Biomedical Research, LLC's Answer to Plaintiffs' Interrogatories, John L. Bruce and Marilyn Bruce v. Greenville Pharmaceutical Research, Inc. and Alliance Biomedical Group, Case No. 2011-CP-23-6967, submitted November 10, 2011.

Defendant, Alliance Biomedical Research, LLC's Answer to Plaintiffs' Requests for Production of Documents, John L. Bruce and Marilyn Bruce v. Greenville Pharmaceutical Research, Inc. and Alliance Biomedical Group, Case No. 2011-CP-23-6967, submitted November 14, 2011.

Defendant, Alliance Biomedical Research, LLC's Motion to Dismiss Plaintiffs' Complaint as to Defendant Alliance Biomedical Research, LLC, John L. Bruce and Marilyn Bruce v. Greenville Pharmaceutical Research, Inc. and Alliance Biomedical Group, Case No. 2011-CP-23-6967, filed November 17, 2011.

Defendant, Alliance Biomedical Research, LLC's Answer to Plaintiffs' Complaint, John L. Bruce and Marilyn Bruce v. Greenville Pharmaceutical Research, Inc. and Alliance Biomedical Group, Case No. 2011-CP-23-6967, filed November 23, 2011.

Stipulation of Dismissal of Defendant Alliance Biomedical Group with Prejudice, John L. Bruce and Marilyn Bruce v. Greenville Pharmaceutical Research, Inc. and Alliance Biomedical Group, Case No. 2011-CP-23-6967, filed May 14, 2012.

Depositions of Gregory J. Feldman, M.D. taken on March 12, 2012.

Deposition of Anna Marie Buice taken on March 20, 2012.

Depositions of Steven Lee Clemons taken on December 2, 2011 and March 20, 2012.

Depositions of Gerald H. Sokol, M.D. taken on February 24, 2012 and June 1, 2012.

Alliance Biomedical Group, Case No. 2011-CP-23-6967, submitted November 10, 2011.

Defendant, Alliance Biomedical Research, LLC's Answer to Plaintiffs' Requests for Production of Documents, John L. Bruce and Marilyn Bruce v. Greenville Pharmaceutical Research, Inc. and Alliance Biomedical Group, Case No. 2011-CP-23-6967, submitted November 14, 2011.

Defendant, Alliance Biomedical Research, LLC's Motion to Dismiss Plaintiffs' Complaint as to Defendant Alliance Biomedical Research, LLC, John L. Bruce and Marilyn Bruce v. Greenville Pharmaceutical Research, Inc. and Alliance Biomedical Group, Case No. 2011-CP-23-6967, filed November 17, 2011.

Defendant, Alliance Biomedical Research, LLC's Answer to Plaintiffs' Complaint, John L. Bruce and Marilyn Bruce v. Greenville Pharmaceutical Research, Inc. and Alliance Biomedical Group, Case No. 2011-CP-23-6967, filed November 23, 2011.

Stipulation of Dismissal of Defendant Alliance Biomedical Group with Prejudice, John L. Bruce and Marilyn Bruce v. Greenville Pharmaceutical Research, Inc. and Alliance Biomedical Group, Case No. 2011-CP-23-6967, filed May 14, 2012.

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Depositions of Steven Lee Clemons taken on December 2, 2011 and March 20, 2012.

Depositions of Gerald H. Sokol, M.D. taken on February 24, 2012 and June 1, 2012.

Deposition of John L. Bruce taken on April 16, 2012.

Deposition of Robert Walker, M.D., taken on April 10, 2012.

These depositions were taken pursuant to the underlying lawsuit styled John L. Bruce and Marilyn Bruce v. Greenville Pharmaceutical Research, Inc. and Alliance Biomedical Group.

Letter from Parham to Greenville Pharmaceutical Research, Inc.'s medical defense attorney dated April 16, 2012, threatening to sue GlaxoSmithKline.

Draft of letter from Parham to Schulman Associates dated June 4, 2012 threatening action against GlaxoSmithKline.

23. Copies of all documents or other evidence that purportedly shows that Parham acted for his own personal interests in any way, aside from earning a contingency fee, in the Underlying Litigation.

RESPONSE:

Deposition of John L. Bruce taken on April 16, 2012.

24. Copies of all documents or other evidence that purportedly shows that Parham acted outside of the scope of his professional relationship with and/or representation of his clients in the Underlying Litigation.

RESPONSE:

Deposition of John L. Bruce taken on April 16, 2012.

25. Copies of all documents or other evidence that purportedly shows that Parham owed an independent duty to the Plaintiff.

RESPONSE:

Court Order dated October 15, 2014, signed by the Honorable Steven H. John.

26. Copies of all documents or other evidence that purportedly shows the ulterior purposes which Plaintiff alleges Parham had in including Plaintiff in the Underlying Litigation.

RESPONSE:

Letter from Parham to Greenville Pharmaceutical Research, Inc.'s medical defense attorney dated April 16, 2012, threatening to sue GlaxoSmithKline.

Draft of letter from Parham to Schulman Associates dated June 4, 2012 threatening action against GlaxoSmithKline.

27. Copies of all documents or other evidence that purportedly shows the willful acts that Plaintiff alleges Parham took in the use of process that were not proper in the conduct of the Underlying Litigation.

RESPONSE:

Notice of Intent to File Suit, John L. Bruce and Marilyn Bruce v. Greenville Pharmaceutical Research, Inc. and Alliance Biomedical Group, Case No. 2011-CP-23-4661, filed July 13, 2011.

Complaint and Wrongful Death & Survival Complaint in Waiting, John L. Bruce and

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	THIRTEENTH JUDICIAL CIRCUIT
COUNTY OF PICKENS	)	
	)	
Alliance Biomedical Research, LLC,	)	
	)	
Plaintiff,	)	PLAINTIFF'S RESPONSES TO
	)	REQUESTS FOR ADMISSION
vs.	)	
	)	
Judith H. Parham, Personal Representative	)	
of the Estate of David Michael Parham,	)	C.A. No. 2014-CP-39-350
Deceased, and Parham & Smith, LLC.	)	
	)	
Defendant.	)	

TO: JEFFREY M. BOGDAN, ESQUIRE, Attorney for Defendants:

Now comes the Plaintiff, Alliance Biomedical Research, LLC (hereinafter "ABR"),
responding to Defendants Requests for Admission:

1. Admit that Defendants were acting in their role as attorneys for John L. Bruce and Marilyn Bruce at all times relevant to the lawsuit styled John L. Bruce and Marilyn Bruce v. Greenville Pharmaceutical Research, Inc. and Alliance Biomedical Group, 2011-CP-23-125 (hereinafter the "Underlying Litigation").

RESPONSE: Deny.

2. Admit that the Defendants were acting solely on behalf of their clients John L. Bruce and Marilyn Bruce at all times relevant to the Underlying Litigation.



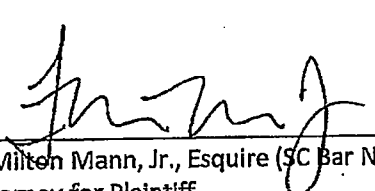
RESPONSE: Deny.

3. Admit that the Defendants had no personal interest, aside from earning a fee, in bringing or maintaining the Underlying Litigation.

RESPONSE: Deny.

4. Admit that the Defendants always acted primarily for the purpose of aiding their clients John L. Bruce and Marilyn Bruce in obtaining a proper adjudication of their clients' claims in the Underlying Litigation.

RESPONSE: Deny.

By: 

F. Milton Mann, Jr., Esquire (SC Bar No. 68250)
Attorney for Plaintiff
151 Harold Fleming Court
Spartanburg, SC 29303
864/680-5079
Milton.Mann@gmail.com

February 17, 2016

STATE OF SOUTH CAROLINA

COUNTY OF PICKENS

Alliance Biomedical Research, LLC,

Plaintiff,

vs.

Judith H. Parham, Personal Representative
of the Estate of David Michael Parham,
Deceased, and Parham & Smith, LLC.

Defendant.

IN THE COURT OF COMMON PLEAS
THIRTEENTH JUDICIAL CIRCUIT

VERIFICATION

C.A. No. 2014-CP-39-350

PERSONALLY appeared before me, GREGORY J. FELDMAN, M.D., who, after first being duly sworn, says: that he is the Plaintiff in the foregoing action; that he has read the foregoing Responses to Requests for Admission; that the statements contained therein are true to the best of his knowledge.

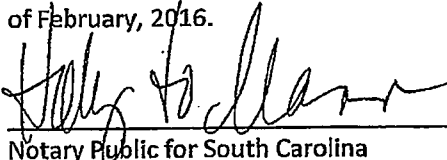


(SEAL)

Gregory J. Feldman, MD, Member
Alliance Biomedical Research, LLC

SWORN TO AND SUBSCRIBED

Before me this 17th day
of February, 2016.



(SEAL)

Notary Public for South Carolina

My commission expires: September 12, 2016

STATE OF SOUTH CAROLINA

COUNTY OF PICKENS

Alliance Biomedical Research, LLC,

Plaintiff,

vs.

Judith H. Parham, Personal Representative
of the Estate of David Michael Parham,
Deceased, and Parham & Smith, LLC.

Defendants.

IN THE COURT OF COMMON PLEAS
THIRTEENTH JUDICIAL CIRCUIT

CERTIFICATE OF SERVICE

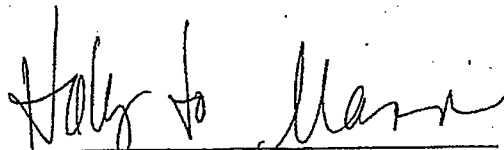
C.A. No. 2014-CP-39-350

CERTIFICATE OF SERVICE

I, Holly Jo Mann, law clerk to F. Milton Mann, Jr., do hereby certify that I have served a copy of Plaintiff's Responses to Requests for Admission upon the below listed, on this 17th day of February, 2016, by email and U.S. Mail, with proper postage affixed thereto:

T. David Rheney, Esquire
Gallivan White & Boyd, PA
PO Box 10589
Greenville, South Carolina 29603
Attorney for Defendant Sokol

Jeffrey M. Bogdan, Esquire
Barnwell Whaley Patterson & Helms, LLC
PO Drawer H
Charleston, SC 29402-0197
Attorneys for Defendant Parham & Smith, LLC


Holly Jo Mann

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	THIRTEENTH JUDICIAL CIRCUIT
COUNTY OF PICKENS	)	
	)	
Alliance Biomedical Research, LLC,	)	
	)	
Plaintiff,	)	PLAINTIFF'S RESPONSES TO
	)	DEFENDANTS' SECOND INTERROGATORIES
vs.	)	
	)	
Judith H. Parham, Personal Representative	)	
of the Estate of David Michael Parham,	)	C.A. No. 2014-CP-39-350
Deceased, and Parham & Smith, LLC.	)	
	)	
Defendant.	)	

TO: DEFENDANT JUDITH H. PARHAM, PERSONAL REPRESENTATIVE OF THE ESTATE OF DAVID MICHAEL PARHAM, DECEASED:

Pursuant to Rule 33 of the South Carolina Rules of Civil Procedure, Plaintiff Alliance Biomedical Research, LLC, (hereinafter ("ABR")) responds to Defendant's Interrogatories as follows:

I. RESERVATION OF RIGHTS

1. Responding to Interrogatories, Plaintiff, ABR, does not waive any objections which may be appropriate either to (a) use by Plaintiff, ABR, of any Answer to the Interrogatories for any purpose or (b) the materiality of any of the Interrogatories to any issue in this case.
2. Plaintiff, ABR, specifically reserves all rights to objections which may otherwise be available to it and further states that no response should be deemed as an admission of relevancy, materiality or admissibility into evidence of any particular interrogatory or the response thereto. Plaintiff, ABR, further reserves the right to alter or amend its answers to be more accurate if other information becomes available to it at a subsequent time.
3. The answers herein are subject to the rights of Plaintiff, ABR to object and not be bound at any time to a demand for further response to these or other interrogatories or other discovery procedures.

Page 1 of 9



11. Itemize the exact amount of legal fees, expenses, and costs Plaintiff incurred defending itself in the Underlying Litigation.

RESPONSE:

Travel Costs - \$1,098.24

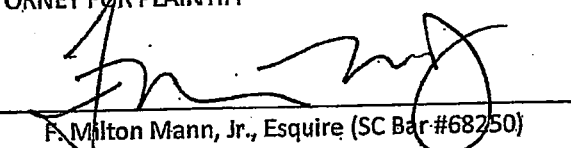
Deposition Costs - \$2,855.95

12. If your response to any of the Requests for Admission, which are being served contemporaneously herewith, is anything but an unconditional admission, state the basis for your failure to admit.

RESPONSE:

Client, John L. Bruce, testified as to having no knowledge of Alliance Biomedical Research, LLC.

F. MILTON MANN, JR.
ATTORNEY FOR PLAINTIFF

By: 

F. Milton Mann, Jr., Esquire (SC Bar #68250)
151 Harold Fleming Court
Spartanburg, South Carolina 29303
(864) 208-0359

March 17, 2016

STATE OF SOUTH CAROLINA

COUNTY OF PICKENS

Alliance Biomedical Research, LLC,

Plaintiff,

vs.

Judith H. Parham, Personal Representative
of the Estate of David Michael Parham,
Deceased, and Parham & Smith, LLC.

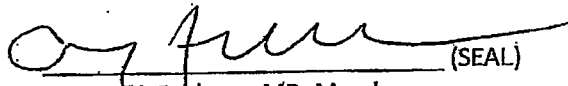
Defendant.

IN THE COURT OF COMMON PLEAS
THIRTEENTH JUDICIAL CIRCUIT

VERIFICATION

C.A. No. 2014-CP-39-350

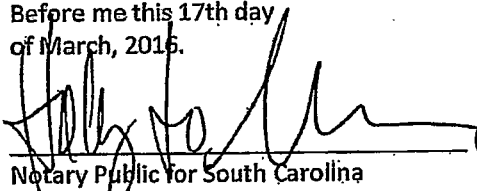
PERSONALLY appeared before me, GREGORY J. FELDMAN, M.D., who, after first being duly sworn, says: that he is the Plaintiff in the foregoing action; that he has read the foregoing Plaintiff's Responses to Defendants' Second Interrogatories; that the statements contained therein are true to the best of his knowledge.



Gregory J. Feldman, MD, Member
Alliance Biomedical Research, LLC

SWORN TO AND SUBSCRIBED

Before me this 17th day
of March, 2016.



Notary Public for South Carolina
My commission expires: September 12, 2016

STATE OF SOUTH CAROLINA

COUNTY OF PICKENS

Alliance Biomedical Research, LLC,

Plaintiff,

vs.

Judith H. Parham, Personal Representative
of the Estate of David Michael Parham,
Deceased, and Parham & Smith, LLC.

Defendants.

IN THE COURT OF COMMON PLEAS
THIRTEENTH JUDICIAL CIRCUIT

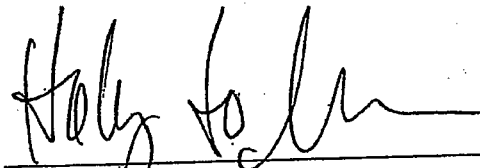
CERTIFICATE OF SERVICE

C.A. No. 2014-CP-39-350

CERTIFICATE OF SERVICE

I, Holly Jo Mann, law clerk to F. Milton Mann, Jr., do hereby certify that I have served a copy of Plaintiff's Responses to Defendants' Second Interrogatories upon the below listed, on this 17th day of March, 2016, by email and U.S. Mail, with proper postage affixed thereto:

Jeffrey M. Bogdan, Esquire
Barnwell Whaley Patterson & Helms, LLC
PO Drawer H
Charleston, SC 29402-0197
Attorneys for Defendant Parham & Smith, LLC


Holly Jo Mann

Gregory Feldman
December 16, 2015

1 STATE OF SOUTH CAROLINA
2 COURT OF COMMON PLEAS
3 COUNTY OF PICKENS
4 ALLIANCE BIOMEDICAL RESEARCH, LLC,
5 Plaintiff,
6 vs. CASE NO. 2014-CP-39-350
7 JUDITH H. PARHAM, PERSONAL
8 REPRESENTATIVE OF THE ESTATE
9 OF DAVID MICHAEL PARHAM, DECEASED,
10 AND SMITH & PARHAM, LLC,
11 Defendants.

12 DEPOSITION OF: GREGORY J. FELDMAN, M.D.
13 DATE: December 16, 2015
14 TIME: 2:00 p.m.
15 LOCATION: Upstate Lung & Critical Care
16 151 Harold Fleming Court
17 Spartanburg, South Carolina
18 TAKEN BY: Counsel for the Defendants
19 REPORTED BY: ANGELA D. ZUVER,
20 Court Reporter

21 A. WILLIAM ROBERTS, JR., & ASSOCIATES
22 Fast, Accurate & Friendly

23 Charleston, SC Hilton Head, SC Myrtle Beach, SC
24 (843) 722-8414 (843) 785-3263 (843) 839-3376
25 Columbia, SC Greenville, SC Charlotte, NC
(803) 731-5224 (864) 234-7030 (704) 573-3919

U.S. LEGAL SUPPORT
(305) 373-8404

EXHIBIT

F

Page 10 1 record one second. 2 (Off-the-record conference.) 3 BY MR. BOGDAN: 4 Q. Who is representing you in that 5 lawsuit? 6 A. Mr. Mann. 7 Q. Mr. Mann. Okay. 8 Who represented you in the first 9 lawsuit that Parham & Smith brought? 10 A. Spencer King. 11 Q. Spencer King. Was Mr. Mann involved in 12 the defense of your lawsuit? 13 A. No, he wasn't. We're talking about 14 2003. 15 Q. Okay. And I want to tell you a couple 16 things -- I should have done this at the 17 beginning -- a couple rules about depositions. I'm 18 sure you know this by now because you've done many 19 depositions. 20 A. I do. 21 Q. If you need a break at any time, please 22 let me know. I told you before we started -- 23 you've got your phone out. If it rings and you 24 need to take a phone call, I'm happy to stop and 25 take a break.	Page 12 1 allowed to ask about them when we come back on the 2 record. Fair? 3 A. Understood. 4 Q. And this I think almost came up a 5 minute ago, but if I ask you a question and your 6 answer is going to be something that, my attorney 7 told me this or my attorney told me that, you don't 8 need to tell -- you don't need to say what your 9 attorney told you previously, okay? 10 A. I understand. 11 Q. That's privileged. And I'm sure 12 Mr. Mann will chime in if that -- if we get close 13 to doing that, but it's not my intention to elicit 14 any of that testimony, okay? 15 MR. MANN: And, Jeff, just to respond, 16 probably not. If we've got information we're going 17 to give it to you. 18 BY MR. BOGDAN: 19 Q. All right. So we are here today 20 because Alliance Biomedical Research has brought a 21 lawsuit against Parham & Smith and Ms. Judith 22 Parham, but I'm just going to call them Parham & 23 Smith today. Is that fair? 24 A. That's fine. 25 Q. Just to not go through Judith Parham
Page 11 1 A. I very much appreciate it. 2 Q. I would just ask that if there is a 3 question on the table you just answer the question 4 before we take a break. We'll work through that if 5 it comes up. 6 If you don't understand one of my 7 questions, ask me to clarify it. You have your 8 lawyer, Mr. Mann, here with you today, but during 9 the deposition you're not allowed to speak with him 10 about my questions. You can't look to him for 11 advice about how to answer the questions. So if 12 you don't understand something I say, don't look to 13 Mr. Mann for help. Ask me to clarify and I'll be 14 happy to do that. 15 A. Understood. 16 Q. If you answer one of my questions I'm 17 going to assume you understood it. Is that fair? 18 A. Yes. 19 Q. If we do take a break at some time 20 you're not supposed to talk with Mr. Mann about 21 your deposition testimony. You can talk to him 22 about the weather or about anything else, but not 23 about what we're doing here today. 24 A. Okay. 25 Q. If you do talk about those things I'm	Page 13 1 and the personal representative stuff, when I say 2 Parham & Smith I'm going to be referring to all the 3 defendants in this case, okay? 4 A. I understand that you represent two 5 different parties. 6 Q. Okay. Great. 7 So who is the person at Alliance 8 Biomedical Research, LLC, who made the decision to 9 file this lawsuit? 10 A. There's five foremen, myself, 11 Dr. Joseph Boscia and Dr. -- not Dr., but Mr. Steve 12 Clemens, spelled C-L-E-M-O-N-S. There's two other 13 owners of the corporation which is Anna Buice, 14 B-U-I-C-E, and there's Haley Williams, 15 W-I-L-L-I-A-M-S. Those are the five owners. 16 Q. Okay. 17 A. The decision was made by the majority, 18 and I represent today, at your request, the 19 company. 20 Q. Okay. And when you say five owners, 21 this is an LLC so they're actually members, 22 correct? 23 A. Correct. 24 Q. Okay. And does each of the five 25 members have an equal membership share?

Page 14 1 A. Yes. 2 Q. 20 percent for each person? 3 A. Yes. 4 Q. So the majority of the five made the 5 decision to file this lawsuit. Tell me what you 6 know -- what is this lawsuit based on? 7 A. It is based on the conduct of 8 Mr. Parham and his law firm. 9 Q. Okay. And what exactly about his 10 conduct do you find to be actionable? 11 A. Mr. Parham filed a lawsuit without any 12 grounds against Alliance Biomedical Research 13 without any investigation. Because he'd been 14 repeatedly told we have nothing to do with the 15 case. 16 Q. Okay. 17 A. He proceeded to litigate the case with 18 full knowledge of, number one, we have nothing to 19 do with the case and, number two, we have 20 absolutely no connection to Greenville 21 Pharmaceutical Research to begin with. And what we 22 find more objectionable is the scheme that 23 Mr. Parham engaged in to extort the money from a 24 company that has nothing to do with this case 25 without knowledge or consent of his client.	Page 16 1 A. No. 2 Q. Do you know that Greenville 3 Pharmaceutical Research paid a lot of money to 4 settle that case? 5 A. Yes, I do. 6 Q. So why would they do that if there were 7 no legitimate grounds? 8 A. Extortion scheme. We were facing a 9 very drastic decision as a group with Mr. Parham 10 threatening to reveal confidential information to 11 outside parties not involved in the lawsuit, 12 including pharmaceutical companies, including our 13 bloodline. At that point a decision was either to 14 pay a lot of money in the extortion which we have 15 or pay far more in the collapse of our business. 16 Q. So why hasn't Greenville Pharmaceutical 17 Research filed an abuse of process case against 18 Parham & Smith? 19 A. That would be confidential discussion 20 between me and my lawyers. 21 Q. So you're refusing to answer that 22 question? 23 A. I'm not refusing. I'm just explaining 24 to you. If you want me to go into this, I can, but 25 you asked me at the start of the deposition not to
Page 15 1 Q. And when you say filed a lawsuit, 2 you're referring to a lawsuit that he filed on 3 behalf of Mr. and Mrs. Bruce; is that correct? 4 A. I won't characterize what he thought. 5 I'll characterize it's unjust to file a lawsuit 6 against innocent -- a party that he knew to be 7 innocent. 8 Q. But you're talking about the Bruce 9 lawsuit, correct? 10 A. I'm talking about the lawsuit against 11 Alliance Biomedical Research. 12 Q. The one that was -- 13 A. I would not characterize that he filed 14 on behalf of Bruce. Mr. Bruce did not know about 15 Alliance. 16 Q. But the entire lawsuit was filed on 17 behalf of Mr. Bruce, correct? 18 A. In the name of Mr. Bruce. 19 Q. Okay. 20 A. Not on behalf of Mr. Bruce. 21 Q. Do you think that Mr. Bruce and 22 Mr. Parham had legitimate grounds to sue Greenville 23 Pharmaceutical Research? 24 A. No, I don't. 25 Q. No?	Page 17 1 do it, but if you want, I can. 2 Q. No. That's fair. 3 MR. MANN: And I'm fine with you 4 answering. 5 BY MR. BOGDAN: 6 Q. Okay. Then answer, please. 7 A. Okay. The Greenville Pharmaceutical 8 Research cared about the gentleman in question a 9 lot, okay? 10 Q. Mr. Bruce? 11 A. Mr. Bruce. He was a good man. He was 12 misled. He was -- by his lawyers. He was misled 13 by a lot of people around him, okay, but we felt 14 very, very strongly that the man should be 15 separated from his lawyer. 16 Q. Okay. So why hasn't Greenville 17 Pharmaceutical Research sued the lawyer for abuse 18 of process? 19 A. We sued the lawyer for what he'd done, 20 which is enormous damage to the company, after -- 21 which is writing the letter not within the lawsuit, 22 okay? We're big people. We can defend ourselves 23 among the judge. As you know, we went to the jury. 24 We can defend ourselves among the jury. 25 We respect the American system of

Page 30 1 Mr. Bruce is. We have nothing to do with 2 Greenville Pharmaceutical Research. Our company 3 absolutely has just a commonality in ownership and 4 not even complete commonality. Some commonality, 5 okay? Please drop the lawsuit, okay? No. 6 Okay. Later on it became apparent that 7 there was a scheme and Mr. Parham, God bless his 8 soul, okay, and his company, okay, is now sued for 9 doing tremendous damage to an innocent bystander, 10 okay, that has aspirations, that has a right to 11 conduct their own business, that has a right to 12 create what we do, which is enormous good will in 13 our business community in the upstate, and he 14 crushed all of that and that's why he's in a 15 lawsuit and his firm is in a lawsuit as an 16 accomplice. 17 Q. Okay. 18 A. Does that answer your question? 19 Q. Yes. And I'm going to ask a follow-up 20 question now. You told me that Mr. Parham did some 21 investigation and that he determined that 22 Alliance -- and I'm just going to call it Alliance. 23 Is that okay? 24 A. That'll be fine. 25 Q. That's Alliance Biomedical Research	Page 32 1 behind closed doors? I mean, they could have 2 gone -- they could have done their own independent 3 research and somehow determined that, well, I think 4 there's a reasonable basis to allege that Alliance 5 is Greenville's parent company. 6 A. Fair enough. We will conduct that 7 investigation. 8 Q. Okay. 9 A. We do not have a judge order, I don't 10 believe. Milton is not here. Maybe you know. Do 11 we have a judge order that's scheduling 12 depositions, things like that? 13 Q. We're free to do that whenever we want 14 to. That's why I'm here taking yours. 15 A. That's right. So we will absolutely 16 take the deposition. 17 Q. Okay. 18 A. But it is our firm belief on the basis 19 of what we know that it was an intentional scheme 20 and it is supported by Mr. Parham's conduct and his 21 firm. 22 Q. Okay. 23 A. So we most certainly would like to hear 24 an explanation, okay, and we will most certainly 25 take the deposition of everybody involved, but from
Page 31 1 Group, the plaintiff in this case. 2 A. Why don't we agree that we're going to 3 call it Alliance. 4 Q. And I know down the road there's going 5 to be some other companies. 6 A. Can I interrupt and return a page? 7 MR. BOGDAN: Yes. Off the record. 8 (Off-the-record conference.) 9 BY MR. BOGDAN: 10 Q. All right. So you told me that -- and 11 correct me if I'm wrong, that Parham & Smith did an 12 investigation and determined that Alliance was not 13 Greenville Pharmaceutical Research's parent company 14 but sued Alliance anyway? 15 A. Yes. 16 Q. But then when you went through the 17 response you told me about what Parham & Smith and 18 Mr. Parham did not do. You said they didn't 19 request the records, they didn't come talk to you, 20 they didn't come talk to the accountants. So what 21 did they do? 22 A. Nothing. They created a scheme to 23 pressure Alliance into essentially an extortion 24 scheme. That's what they created. 25 Q. Well, how do you know what they did	Page 33 1 what we know today, the extortion is not in doubt 2 in our mind. Both extrajudicial and likely 3 investigation, as you know, very much supports the 4 contention that it was a scheme. 5 Q. Well, I don't know that. 6 A. Well, you -- it's not your deposition. 7 It's my -- 8 Q. Right. But you said as I know, and I'm 9 just going to clarify for the record that that's 10 not what I believe at all. 11 A. Well, you may disagree with it -- 12 Q. Sure. 13 A. -- but that doesn't mean that I'm not 14 entitled to that opinion. And you know that. 15 Q. You absolutely are. 16 A. It certainly came from my mouth, not 17 yours. 18 Q. I understand. 19 A. You don't need to defend something that 20 I say. 21 Q. You can say whatever you want in your 22 deposition, sir. 23 A. Exactly. 24 Q. All right. I'm going to back up now. 25 We've kind of got a good overview of what we're

Page 58 1 Q. I certainly do. 2 A. Well, then that's why I don't 3 understand what the lawsuit was alleging. 4 Q. What if it just alleged negligence? 5 A. I haven't been sued for negligence, as 6 far as I know. 7 Q. Well, has Greenville Pharmaceutical 8 Research? 9 A. No. Nobody ever alleged negligence of 10 anyone. 11 Q. Who represented Greenville 12 Pharmaceutical Research in the Bruce litigation? 13 A. Ashby Davis. 14 Q. Ashby Davis. And who paid for that? 15 A. For Ashby Davis? We did not pay for 16 that. 17 Q. Did the insurance company pay for that? 18 A. Yes. 19 MR. MANN: Mag Mutual. 20 THE WITNESS: Mag Mutual Insurance. 21 BY MR. BOGDAN: 22 Q. And Alliance Biomedical Research was 23 also a defendant in that, in the Bruce litigation, 24 correct? 25 A. It was named as a defendant.	Page 60 1 Pharmaceutical Research? 2 A. It did not. 3 Q. Alliance Biomedical Research was 4 dismissed from the Bruce litigation, correct? 5 A. Eventually it was. 6 Q. And how much did it pay to get it 7 dismissed? 8 A. Alliance Biomedical Research refused. 9 We were dismissed with prejudice. 10 Q. You paid zero dollars? 11 A. We paid zero. 12 Q. Okay. How long was Alliance in the 13 Bruce litigation? 14 A. For nine months. 15 Q. Nine months? 16 A. And four months prelitigation. 17 Q. Okay. Tell me about what efforts 18 Alliance had to take to defend itself in the Bruce 19 litigation. 20 A. Let me emphasize, because it's 21 important, prelitigation. Why it is important? 22 There was a key time for Alliance that has to put 23 on hold multiple, multiple business opportunities, 24 okay? We simply basically had to shelf, okay? 25 Q. Had to what?
Page 59 1 Q. And who paid for -- who represented 2 Alliance Biomedical Research? 3 A. Mr. Mann. 4 Q. Okay. And who paid for that 5 representation? 6 A. Us. 7 Q. When you say -- who is us? 8 A. Me and Alliance. We agreed us, 9 Alliance, means Alliance. 10 Q. Okay. 11 A. I mean, let's stipulate Alliance is 12 Alliance. So that's -- when I say us, I mean 13 Alliance. 14 Q. All right. 15 A. That's who I represent today. 16 Q. That's fine. Sometimes when you say us 17 it means different things so I might ask you to 18 clarify that. 19 A. Sure, but for purposes of the 20 deposition I represent Alliance. 21 Q. So Alliance Biomedical Research paid 22 for Mr. Mann to defend it in the Bruce litigation? 23 A. Yes, we have. 24 Q. But Alliance Biomedical Research did 25 not pay for the defense of Greenville	Page 61 1 A. Shelf. Shelf. 2 It was a critical, critical time. 3 There has never been a more critical time in the 4 life of Alliance Biomedical Research when the 5 lawsuit was filed. Therefore, I based my finger 6 pointing at Parham at the inception when we have 7 received this outrageous allegation and had 8 responded practically with a week, maybe within a 9 day because it was so important, okay? So that is 10 where my finger pointing starts at Mr. Parham and 11 his firm. Week or ten, maybe two, maybe months, 12 okay? So we received it in July. In August it 13 should have been stopped. It has not, okay? So it 14 has been dragging on for nine to ten months putting 15 our most ambitious plans on hold, okay? That's 16 what this lawsuit seeks to address. No more. 17 Number two, it seeks to address 18 continuous damage for what has occurred. This is 19 my life dream that was put on hold, the aspirations 20 of many, many people that are working tirelessly 21 day and night to bring it to something that perhaps 22 a research group has never seen before, okay? This 23 is what this lawsuit is all about really, okay? 24 As far as my personal expenses, I 25 estimate about 150 hours. How much I make I will

Page 98 1 (DFT. EXH. 5, Amended complaint, was 2 marked for identification.) 3 BY MR. BOGDAN: 4 Q. Dr. Feldman, I've marked as Exhibit 5 a 5 copy of the amended complaint, whereas Exhibit 4 is 6 the second amended complaint. So I want you right 7 now to look at the amended complaint which is 8 Exhibit 5 and flip to the last page. 9 A. I see that. 10 Q. Okay. And do you see that this is 11 called a verification? 12 A. I see that. 13 Q. And it says, personally appeared before 14 me Gregory J. Feldman who after first being duly 15 sworn says that he is the plaintiff in the 16 foregoing action, that he has read the foregoing 17 complaint, that the statements contained therein 18 are true to the best of his knowledge except as to 19 those stated to be based upon information and 20 belief as to which he believes such matters are 21 true. 22 Did I read that correctly? 23 A. I see that. 24 Q. And you signed this document, correct? 25 A. I did.	Page 100 1 A. I see that. 2 Q. -- under the general factual 3 allegations section paragraph six says, this action 4 arises out of conduct -- out of alleged conduct by 5 Parham as counsel and P&S, which is Parham & Smith, 6 as the representing firm in a prior lawsuit 7 captioned John L. Bruce and Marilyn Bruce v. 8 Greenville Pharmaceutical Research, Inc., and 9 Alliance Biomedical Group filed on October 20, 2011 10 in the Court of Common Pleas, Greenville County, 11 Thirteenth Judicial Circuit, Case Number 12 2011-CP-23-6967. 13 Okay. So my question is: Do you know 14 of any evidence that Mike Parham or Parham & Smith 15 acted wrongfully other than in their representation 16 of the Bruces in this lawsuit -- in this underlying 17 lawsuit? Did they do anything else besides what 18 they did during the underlying lawsuit? 19 A. We don't have a discovery yet so 20 everything that's alleged here is what I know. 21 Q. Okay. 22 A. What I don't know will be amended if I 23 do. 24 Q. Okay. 25 A. As of today, everything that is written
Page 99 1 Q. Now, if we look at Exhibit 4 and you 2 flip to the end, there's not a verification for 3 Exhibit 4. 4 A. I see that. 5 Q. Okay. Do you know why there was a 6 verification for the amended complaint but not one 7 for the second amended complaint? 8 A. I don't. I'll be happy to sign. 9 Q. Okay. So basically you believe -- have 10 you read the second amended complaint? 11 A. Yes. 12 Q. And you believe everything in here is 13 true? 14 A. Yes. 15 Q. All right. Well, let's look -- I'm 16 going to ask you some questions about the second 17 amended complaint which I'll tell you as it relates 18 to Parham & Smith it's essentially identical to the 19 amended complaint. 20 A. Okay. 21 Q. Okay. 22 A. You answer questions -- ask me 23 questions. I'll answer questions. 24 Q. All right. Here we go. Page two of 25 the second amended complaint, which is Exhibit 4 --	Page 101 1 in this complaint is what I know today. If it's 2 not saying that it's not there. 3 Q. Okay. 4 A. It doesn't mean it didn't happen. 5 Which I don't have that information yet. 6 Q. As we sit here today you don't know of 7 anything that Parham & Smith did outside of the 8 this litigation -- 9 A. I'm going to refer you to this 10 complaint. What's in the complaint is what I 11 allege today that I know. It doesn't mean there's 12 not more to that. 13 Q. All right. Page four, sir. 14 A. Yes. 15 Q. Paragraph 15 -- 16 A. Okay. 17 Q. -- says, on April 16, 2012 Mr. Bruce 18 testified in his deposition within the underlying 19 action that he had never spoken with anyone from 20 the plaintiff. The plaintiff is Alliance, correct? 21 A. Correct. 22 Q. All right. Have you read that 23 deposition? 24 A. Deposition of Mr. Bruce? 25 Q. Yes.

Page 110 1 deposition that Mr. Parham should have known that 2 Alliance and Greenville Pharmaceutical Research 3 were not related? 4 A. He couldn't possibly not know. He was 5 told by Ashby Davis. He was told by Mr. Clemons, 6 who was deposed before me in 2011, okay? 7 Q. Okay. 8 A. He was told by the answer of my 9 complaint -- answer to his complaint by Alliance. 10 He was told in the neighborhood of five times by 11 different people and still deposed me. 12 Q. Okay. I mean, he's entitled to take 13 discovery, isn't he, just like you're entitled to 14 take discovery in this case? 15 A. Of course. He is not entitled to have 16 discovery of innocent people that he dragged into a 17 lawsuit that has nothing to do with the company or 18 the lawsuit. He is not entitled. I disagree. I 19 disagree vehemently. He's not entitled to that. 20 Q. Well, you know, when he -- when I 21 answered the complaint in this case on behalf of 22 Parham & Smith we said that Parham & Smith didn't 23 do anything wrong. Are you supposed to believe 24 that? 25 A. Yes. If you tell me Parham & Smith	Page 112 1 scheme, not a lawsuit. 2 Q. So he's just supposed to believe 3 everything that the lawyer says? 4 A. He's supposed to investigate. I don't 5 know whether you're familiar with that. It's a 6 rhetorical question. But, yes, in filing a 7 malpractice lawsuit you're supposed to investigate 8 it, yes. 9 Q. Okay. What did he do to investigate? 10 A. He did what he's supposed to do. He 11 talked to Ashby Davis. He took the deposition of 12 Mr. Clemons. 13 Q. No. I want to talk about before the 14 lawsuit was filed. 15 A. I don't know about anything before the 16 lawsuit. I cannot -- I'm not a mind reader. I 17 don't know what he did. 18 Q. Well, you told me that he didn't 19 investigate. 20 A. We'll find out whether he conceived it 21 even before he filed the lawsuit. Okay? I'm not a 22 mind reader. What's in my complaint is what I 23 know. I do not know what he did before the 24 lawsuit. 25 Q. You don't know?
Page 111 1 doesn't own the Parham & Smith company I'm entitled 2 to believe that he doesn't and I'm entitled to 3 receive the documents to confirm whether he does or 4 he doesn't, okay? It is not a germane question. 5 The germane question is did Parham know that 6 Alliance did not own Greenville Pharmaceutical 7 Research. Yes, he did. Did he know that in July? 8 Yes, he did. Did he know that prior to the 9 lawsuit? Yes, he did. Did he know after one week 10 after he filed the lawsuit? Yes, he did. Did he 11 know at the deposition of Mr. Clemons that happened 12 three months before mine? Yes, he did. 13 Q. Okay. Let's focus on one area of time 14 there. Previous to filing of the lawsuit how did 15 Mr. Parham know that Alliance did not own 16 Greenville Pharmaceutical Research? 17 A. I'm not going to go and answer 18 hypothetical questions. 19 Q. Well, you just said that he knew. 20 A. He has known after he filed intent, 21 okay, from the very same people he sued who has 22 told him through the lawyers who told him 23 through -- personally and answered the complaint, 24 you're suing the wrong people, okay? He completely 25 disregarded this information because he has a	Page 113 1 A. No. Okay? I do not know what he did 2 before the lawsuit. 3 Q. Well, you just told me what he did 4 before and what he didn't do before. You said that 5 before the lawsuit he knew that there was not any 6 ownership -- 7 A. I'm talking about there was an intent 8 to file the lawsuit that's required in South 9 Carolina. 10 Q. The notice of intent -- 11 A. That's where he should have known and 12 did, between the lawsuit and intent. That is a 13 period of time, approximately five, six months, 14 where he knew what he was doing. 15 Q. So between the notice of intent and the 16 lawsuit being filed how is it that he knew that 17 Alliance did not own Greenville Pharmaceutical 18 Research? 19 A. He'd been told, and he'd been told so 20 on several occasions. 21 Q. By whom? 22 A. By Ashby Davis. 23 Q. And is he supposed to believe that? 24 A. He is. 25 Q. He is?

Page 138 1 you what it involves. To start the company we need 2 to have between six to twelve months of training of 3 the operations manager. We need to have another 4 three to five months of training of the 5 coordinators. You need to have a -- build up a 6 database. It's about 24 months work time, okay? 7 So it's already been done to those companies that 8 had been started, okay? Those investments have 9 been already made in time, in money, in effort and 10 so forth. 11 Now, you're asking me did Alliance 12 continue to help those companies to function. Yes, 13 but that's not the major mission of Alliance. The 14 major mission of Alliance is to create those 15 companies. And, yes, we had stopped creating them, 16 yes. We had no choice. 17 Q. Okay. But while the lawsuit was 18 pending Alliance continued to do some work, 19 correct? It didn't just stop all of its 20 operations. I understand it stopped creating new 21 companies. 22 A. Because that's what Alliance does. 23 Q. But you said that it still does some 24 servicing of the old companies. It's not its main 25 function, but it still does some work with the	Page 140 1 said, pay me \$100,000 and you're out of the case? 2 He never did anything like that? 3 A. No. No. I don't think he ever 4 intended for Alliance -- I think that he never did. 5 Q. All right. Number 42. It's on page 6 seven of the second amended complaint. 7 A. What page? 8 Q. Page seven. 9 A. I'm seeing it. 10 Q. All right. And paragraph -- 11 A. Now, what? 12 Q. Paragraph 42. 13 A. I see that too. 14 Q. It says, Parham was driven by greed for 15 his own monetary gain because of the contingency 16 fee contract with his clients. 17 Do you have any evidence to support 18 this allegation? 19 A. Parham was driven by greed for his -- 20 yes, I do. 21 Q. What evidence do you have to support 22 this allegation? 23 A. Mr. Bruce, he don't know who Alliance 24 was. It couldn't come from him. He didn't know 25 who we were.
Page 139 1 companies it already created, correct? 2 A. You know, I suppose. Here's what I'm 3 going to ask you to do. Talk about it to Steve 4 Clemons, okay, because he is very much involved in 5 servicing of the companies and so forth. Yes, it 6 wasn't stopped, no. 7 Q. That's all I want to know, was once 8 this lawsuit -- 9 A. But I don't do that, okay? My major 10 mission as the COO is to identify opportunity, to 11 arrange partnerships and so forth. I'm not 12 wishy-washy. There's other people who'll answer 13 you better. They services those companies. My 14 work has stopped, yes, as a COO. On behalf of 15 Alliance it has stopped. 16 Q. Okay. 17 Did Mr. Parham ever make a settlement 18 demand on Alliance in the Bruce litigation? 19 A. Yes. He did not make a specific 20 monetary -- he just basically threatened us with 21 repercussions. 22 Q. Okay. 23 A. But he never really said how much he 24 wants. 25 Q. So he never came out to Alliance and	Page 141 1 Q. Well, wouldn't -- 2 A. It wasn't Mr. Bruce's demand. It was 3 Mr. Parham's demand. Mr. Bruce testified that he 4 didn't know who Alliance is. 5 Q. Wouldn't any monetary gain also benefit 6 Mr. Bruce? 7 A. Mr. Bruce don't know who Alliance was. 8 Q. Not my question. Wouldn't any monetary 9 gain in the Bruce litigation, any settlement, also 10 benefit Mr. Bruce? 11 A. We will find out in discovery. I don't 12 know that today. 13 Q. Okay. Again, just bear with me. 14 MR. MANN: Take your time. 15 BY MR. BOGDAN: 16 Q. We've answered some of these questions, 17 so I'm going to try to check them off the list. 18 A. I'm going to -- I'm going to try to 19 really keep it to a focus. I apologize. 20 Q. No. Don't apologize. 21 A. Because I'm probably responsible for 22 about 40 minutes of this conversation. 23 MR. MANN: Off the record. 24 (Off-the-record conference.) 25 BY MR. BOGDAN:

John Bruce
April 16, 2012

STATE OF SOUTH CAROLINA)
) IN THE COURT OF COMMON PLEAS
COUNTY OF GREENVILLE)

John L. Bruce and Marilyn
Bruce,

Plaintiffs,

-vs-

C.A. No.: 2011-CP-23-6967

Greenville Pharmaceutical
Research, Inc. and Alliance
Biomedical Group, and North
Hills Medical Center, LLC,

Defendants.

VIDEOTAPE AND STENOGRAPHIC
DE BENE ESSE DEPOSITION OF JOHN L. BRUCE
April 16, 2012

PURSUANT to Notice and/or agreement between the parties, the videotape and stenographic de bene esse deposition of JOHN L. BRUCE, called by the Plaintiffs, was taken commencing at the hour of 9:40 A.M. on Monday, April 16, 2012, at the offices of Parham & Smith, LLC, 501 River Street, Suite 2, Greenville, South Carolina.

Sheila B. Smith, CVR-CM-M
Certified Verbatim Reporter
Certificate of Merit
Master Reporter

Irveta J. Shouse / GWC
(864) 233-2341

EXHIBIT

G

1 you had sent a request over there for my records,
2 but that's the last time.

3 Q. Okay. How about any other representative of
4 Greenville Pharmaceutical since that phone call?
5 Have you had any contact with any other
6 representative, whether they worked there or held
7 an ownership or an investment interest or
8 otherwise?

9 A. The only one that I know of that was connected to
10 it was Dr. Abboy, and I seen him a couple of times
11 and then didn't see him no more.

12 Q. Now, there's a company called Alliance Biomedical
13 Group. Do you recall ever talking with anyone
14 from a group named Alliance Biomedical Group?

15 A. No, sir.

16 Q. If you met somebody that worked with that group,
17 you don't know it, do you?

18 A. No, sir, I don't.

19 Q. Okay. And you've not had any contact with
20 Alliance Biomedical Group at any time, but surely
21 none since January of 2010?

22 A. No, sir. I have not had any contact with anyone
23 from that group as I know of.

24 Q. Have you had any contact with anyone from the
25 North Hills Medical Center?



Jeffrey M. Bogdan, Esquire
jbogdan@barnwell-whaley.com

January 15, 2016

VIA EMAIL AND US MAIL

F. Milton Mann, Jr., Esquire
Attorney at Law
151 Harold Fleming Court
Spartanburg, SC 29303

RE: Alliance Biomedical Research, LLC vs. Judith H. Parham, Personal Representative of
the Estate of David Michael Parham, deceased and Parham & Smith, LLC
C/A No.: 2014-CP-39-350
BWPB File No.: 59.020

Dear Milton,

I have reviewed the transcript from Dr. Feldman's deposition as well as Alliance's discovery responses in the above-referenced case. While I am still waiting on dates to depose Alliance's Rule 30(b)(6) designee and have served additional written discovery requests, I believe that I now have this case positioned for summary judgment, as will be explained below. Further, as Alliance has not set forth any evidence to support its claims against my clients, I believe Alliance is actually liable to my clients for damages. Accordingly, I am writing now to give Alliance the opportunity to voluntarily dismiss this case or face the possibility of sanctions or other legal remedies that may be available to my clients as a result of this frivolous lawsuit.

First, I would direct your attention to the Supreme Court of South Carolina's opinion in Stiles v. Onorato, 318 S.C. 297, 457 S.E.2d 601 (1995), and the Court of Appeals of South Carolina's opinion in Gaar v. North Myrtle Beach Realty Co., Inc., 287 S.C. 525, 339 S.E.2d 887 (Ct. App. 1986), copies of which are enclosed herewith. The holdings of these cases are clear and simple: "an attorney is immune from liability to third persons arising from the performance of his professional activities as an attorney on behalf of and with the knowledge of his client. Accordingly, an attorney who acts in good faith with the authority of his client is not liable to a third party . . ." Stiles, 318 S.C. at 298, 457 S.E.2d at 602; Gaar, 287 S.C. at 528-529, 339 S.E.2d at 889. Further, these Courts found, "[e]ven if the attorney who initiates civil proceedings for his client has no probable cause to

M. Dawes Cooke, Jr.
B.C. Killough*
Randell C. Stoney, Jr.
Phillip S. Ferderigos
K. Michael Barfield
David S. Cox

William C. Helms, III*

* Registered patent attorney
* Retired

Ernest B. Lipscomb, III*
J. Gall Rahn
John A. Jones
Alissa D. Fleming
Barbara J. Wagner, Ph.D.

Lucinda D. Gardner
John W. Fletcher
Jeremy E. Bowers
D. Summers Clarke, II
Jeffrey M. Bogdan
Bradley B. Banlas
Guy M. Dabbs, IV

288 Meeting Street, Suite 200, Charleston, SC 29402 P 843
Mail: P.O. Drawer H, Charleston, SC 29402 P 843
www.barnwell-whaley.com

EXHIBIT

H

F. Milton Mann, Jr., Esquire
January 15, 2016

do so, he is still not liable if he acts primarily for the purpose of aiding his client in obtaining a proper adjudication of the client's claim." Id.

In written discovery, Alliance has not produced a single piece of evidence that my clients were acting in bad faith, outside of the authority of their clients (John and Marilyn Bruce), or without the primary purpose of aiding their clients in obtaining an adjudication of their claims. Further, Dr. Feldman could not articulate any such evidence during his deposition. Instead, Alliance appears to be relying solely on its allegations that my clients acted outside of the attorney-client relationship. In the absence of any actual evidence, this case will not survive summary judgment.

As I am sure Alliance can appreciate, this lawsuit has caused a great amount of distress on Mr. Parham's widow. As it now appears that there were never any evidentiary grounds for filing the suit, and there are certainly not any evidentiary grounds for maintaining the suit, my clients are reserving their rights to assert any counterclaims or separate lawsuits against Alliance as are available under the law. I ask the you please advise Alliance's members of the potential that Alliance could be found liable for my clients' damages incurred as a result of this lawsuit. If Alliance will agree to voluntarily dismiss this matter immediately, with prejudice (as my clients did for Alliance in the Underlying Case upon confirming through discovery that Alliance was not GPR's parent company), my clients will release all claims against Alliance. This offer will remain open until February 1, 2016. If Alliance does not dismiss this case before then, my clients will seek damages from Alliance.

Yours truly,



Jeffrey M. Bogdan

JMB/lap
Enclosure

STATE OF SOUTH CAROLINA
COUNTY OF SPARTANBURG

AFFIDAVIT OF GREGORY J. FELDMAN, M.D.

BEFORE ME, the undersigned authority duly authorized oaths, personally appeared GREGORY J. FELDMAN, M.D., who, after first being sworn under oath, deposes and states:

1. My name is GREGORY J. FELDMAN, M.D., and I am over eighteen (18) years of age and have first-hand knowledge of the facts of this affidavit.
2. I am a Member of Alliance Biomedical Research, LLC ("ABR").
3. I give this Affidavit on behalf of ABR.
4. During the underlying Bruce litigation, I was the ABR Member charged with the responsibility of observing and managing the proceedings on behalf of ABR.
5. In this role, prior to the Bruce litigation being filed, I requested Greenville Pharmaceutical Research, Inc.'s ("GPR") counsel, Ashby Davis, Esquire, to advise Mr. Parham that ABR has no ownership interest in or operational authority over GPR and that ABR had no liability insurance. In addition, I advised that Mr. Parham was welcome to review any documents to satisfy this lack of relationship to his satisfaction.
6. It is my understanding that Mr. Davis conveyed this information to Mr. Parham.
7. I observed numerous depositions, wherein Mr. Parham was repeatedly advised there was no ownership interest in or operational authority between ABR and GPR.
8. Mr. Parham was provided with the corporate documents of ABR and GPR.

FURTHER AFFIANT SAYETH NAUGHT.

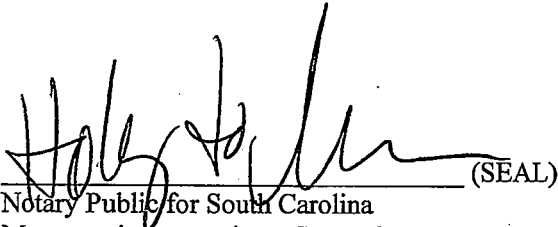
A handwritten signature in cursive script, reading "Gregory J. Feldman". The signature is written in dark ink and is positioned above a horizontal line.

Gregory J. Feldman, M.D.

STATE OF SOUTH CAROLINA
COUNTY OF SPARTANBURG

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgements, personally appeared GREGORY J. FELDMAN, M.D., who is personally known to me, being first duly sworn under oath according to the law, and deposes and says that she has read the foregoing Affidavit and that the matters stated therein are true to the best of her information, knowledge and belief.

IN WITNESS WHEREOF, I hereunto set by hand and official seal this 7th day of April, 2016.


_____(SEAL)
Notary Public for South Carolina
My commission expires: September 12, 2016

STATE OF SOUTH CAROLINA
COUNTY OF SPARTANBURG

AFFIDAVIT OF HOLLY JO MANN

BEFORE ME, the undersigned authority duly authorized oaths, personally appeared
HOLLY JO MANN, who, after first being duly sworn under oath, deposes and states:

1. My name is HOLLY JO MANN., and I am over eighteen (18) years of age and have first-hand knowledge of the facts of this affidavit.
2. I am a law clerk for F. Milton Mann, Jr., Esquire.
3. I give this Affidavit on behalf of Alliance Biomedical Research, LLC.
4. I am an employee of Alliance Biomedical Research, LLC.
5. Alliance Biomedical Research, LLC produced the entire litigation file for the underlying lawsuit John L. Bruce and Marilyn Bruce v. Greenville Pharmaceutical Research, Inc. and Alliance Biomedical Group, Case No. 2011-CP-23-6967 on or before February 17, 2016.
6. The following, upon information and belief, are true and accurate copies of documents from the underlying litigation;

Exhibit A - Letter from Parham & Smith, LLC requesting records from Greenville Pharmaceutical Research dated December 15, 2010

Exhibit B - Letter from Blake Smith, Parham & Smith, LLC dated July 14, 2011, along with the Pre-Suit documents

Exhibit C - Complaint and Wrongful Death & Survival Complaint in Waiting, clocked October 20, 2011

Exhibit D - Defendant, Alliance Biomedical Research, LLC's, Answer to Plaintiff's Complaint, clocked November 23, 2011

Exhibit E - Defendant, Alliance Biomedical Research, LLC's, Answer to Plaintiff's Interrogatories, dated November 10, 2011

Exhibit F - Defendant, Alliance Biomedical Research, LLC's, Answer to Plaintiff's Requests for Production of Documents, dated November 14, 2011

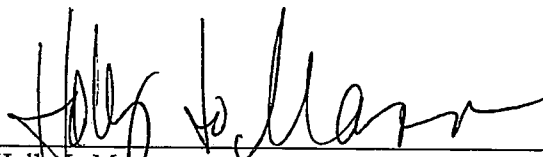
Exhibit G - Defendants, Alliance Biomedical Research, LLC's, Motion to Dismiss Plaintiffs' Complaint as to Defendant Alliance Biomedical Research, LLC, clocked November 17, 2011

Exhibit H - Transcript of John Bruce Deposition taken April 16, 2012

Exhibit I - Letter from Michael Parham to Ellen Rieback dated March 29, 2011

Exhibit J - Plaintiffs' Responses to Defendant Alliance Biomedical Group's First Request for Admission dated January 3, 2012

FURTHER AFFIANT SAYETH NAUGHT.

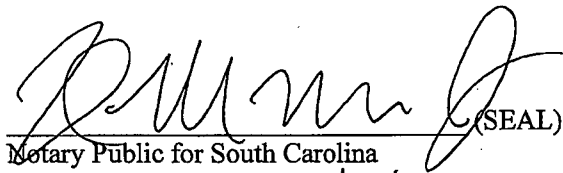


Holly Jo Mann

STATE OF SOUTH CAROLINA
COUNTY OF SPARTANBURG

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgements, personally appeared Holly Jo Mann, who is personally known to me, being first duly sworn under oath according to the law, and deposes and says that she has read the foregoing Affidavit and that the matters stated therein are true to the best of her information, knowledge and belief.

IN WITNESS WHEREOF, I hereunto set by hand and official seal this 7th day of April, 2016.



Notary Public for South Carolina
My commission expires: 4/14/21

EXHIBIT A

PARHAM & SMITH, L.L.C.

Attorneys At Law

MICHAEL PARHAM
S. BLAKELY SMITH

M. BROOKE ARCHENHOLD
JAMIE RAWLINGS DEMINT
ROBERT W. JONES

501 RIVER STREET
SMITH BARNEY BUILDING - SECOND FLOOR
GREENVILLE, SOUTH CAROLINA 29601
www.parhamlaw.com
(864) 242-9008

MAILING ADDRESS:
P.O. Box 2800
GREENVILLE, SC 29602
FAX: (864) 271-6155

BARNEY O. SMITH, JR.
(1952-1996)

December 15, 2010

Greenville Pharmaceutical Research
200 Roper Mountain Extension
Greenville, SC 29615-4886

Re: Name: John Bruce
SSN: XXX-XX-0872
DOB: 08/01/1946
Information Requested: **A VERIFIED COPY OF ALL TREATMENT
NOTES AND RECORDS.**

Dear Sir or Madam:

Please take this letter as notice of our representation of the client above-named. In order for us to fully represent our client, it is necessary for us to receive all records maintained in your office concerning this client.

You will find enclosed a properly executed, HIPAA compliant, Authorization to Release All Information maintained in your offices which refer to this client. Please forward to us all information maintained in your offices with reference to this client as soon as practicably possible along with the completed Verification stating that the copies are a true, accurate and complete copy of all the requested documents, as kept in the normal course of business.

THIS AUTHORIZATION REVOKES ALL PRIOR AUTHORIZATIONS OF MY CLIENT ON FILE WITH YOUR OFFICE. THEREFORE, DO NOT RELEASE FURTHER INFORMATION WITH REFERENCE TO THIS CLIENT TO ANY PERSON OR ENTITY WITHOUT THE WRITTEN CONSENT OF OUR CLIENT.

WE DIRECT YOUR ATTENTION TO THE OPINION OF THE SUPREME COURT OF SOUTH CAROLINA IN THE MATTER SC STATE BOARD OF MEDICAL

**AUTHORIZATION TO RELEASE
RECORDS AND FILES**

I hereby authorize and request Upstate Lung & Critical Care Specialist PC to furnish my
(organization to release information)
attorneys, **PARHAM & SMITH, LLC**, Smith Barney Building, 2nd Floor, 501 River Street,
Greenville, South Carolina 29601, regarding: John Bruce

***-**-0872

(Social Security Number)

(Patient Name)

8/1/1946

(Date of Birth)

200 Woodland Road Marietta, SC 29661

(Address at time of Treatment)

All medical information of every kind and nature, medical bills and charges, including information received from other health care providers, correspondence, consultations, lab results, and any and all material concerning any history, examination, treatment, evaluation and/or hospitalizations for the periods from ALL RECORDS.

(Date(s) of Service)

I have been fully advised of my rights under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and I intend for this authorization to satisfy the requirements of "HIPAA" and the rules and regulations thereof. In that regard, I certify that I consent to the release of my records to my attorneys, that the purpose of this request is for my attorneys to assist me in a legal claim, and that the release of my entire medical records is in the minimum disclosure authorized by this request.

I, John Bruce, have read the above and do authorize and consent for Upstate Lung & Critical Care Specialist PC to disclose the said information. I understand that this consent may be withdrawn by me at any time except to the extent that action has been taken in reliance upon it or as otherwise specified by law. No individual has coerced me into signing this authorization and I am providing this authorization on my own free will. I understand that once this information is received by the authorized individual/organization, then this information may be subject to redisclosure, and may no longer be protected by federal privacy laws. I acknowledge that I have the right to revoke this authorization in writing by contacting the above-named health care provider.

10/22/2010
(Date)

John L. Bruce
(Signature of Patient or Legal Rep.)
Christ M
(Witness)

Unless otherwise revoked, this authorization will expire on the following date, event or condition:
1 year. If no date is specified, this authorization will expire in six (6) months from the date of signature.

AUTHORIZATION TO RELEASE
RECORDS AND FILES

I hereby authorize and request Greenville Pharmaceutical Research to furnish my
(organization to release information)
attorneys, **PARHAM & SMITH, LLC**, Smith Barney Building, 2nd Floor, 501 River Street,
Greenville, South Carolina 29601, regarding: John Bruce

***--**0872
(Social Security Number)

(Patient Name)
8-1-46
(Date of Birth)

200 Woodland Rd Marietta SC 29661
(Address at time of Treatment)

All medical information of every kind and nature, medical bills and charges, including
information received from other health care providers, correspondence, consultations, lab results,
and any and all material concerning any history, examination, treatment, evaluation and/or
hospitalizations for the periods from All

(Date(s) of Service)

I have been fully advised of my rights under the Health Insurance Portability and Accountability
Act of 1996 ("HIPAA") and I intend for this authorization to satisfy the requirements of "HIPAA" and
the rules and regulations thereof. In that regard, I certify that I consent to the release of my records to
my attorneys, that the purpose of this request is for my attorneys to assist me in a legal claim, and that
the release of my entire medical records is in the minimum disclosure authorized by this request.

I, John Bruce, have read the above and do authorize and
consent for Greenville Pharmaceutical Research to disclose the said information. I understand that
this consent may be withdrawn by me at any time except to the extent that action has been taken in
reliance upon it or as otherwise specified by law. No individual has coerced me into signing this
authorization and I am providing this authorization on my own free will. I understand that once this
information is received by the authorized individual/organization, then this information may be subject
to redisclosure, and may no longer be protected by federal privacy laws. I acknowledge that I have the
right to revoke this authorization in writing by contacting the above-named health care provider.

10-22-10
(Date)

John S. Bruce
(Signature of Patient or Legal Rep.)

Janice DeMunn
(Witness)

Unless otherwise revoked, this authorization will expire on the following date, event or condition:
1 yr. If no date is specified, this authorization will expire in six (6)
months from the date of signature.

PARHAM & SMITH, L.L.C.
Attorneys At Law
Post Office Box 2800
GREENVILLE, SOUTH CAROLINA 29602

PARHAM & SMITH, L.L.C.
Attorneys At Law

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P.O. Box 2800
GREENVILLE, SC 29602
FAX: (864) 271-6155
BARNEY O. SMITH, JR.
(1952-1996)

Greenville Pharmaceutical Research
200 Roper Mountain Extension
Greenville, SC 29615-4886

John Bruce
XXX-XX-0872
08/01/1946

**A VERIFIED COPY OF ALL TREATMENT
NOTES AND RECORDS.**

Our representation of the client above-named.
For our client, it is necessary for us to receive all
information concerning this client.

Executed, HIPAA compliant, Authorization to
appear in your offices which refer to this client. Please
keep in your offices with reference to this client
in with the completed Verification stating
date and complete copy of all the requested
course of business.

**ALL PRIOR AUTHORIZATIONS OF MY
OFFICE. THEREFORE, DO NOT RELEASE
REFERENCE TO THIS CLIENT TO ANY
WITHOUT THE WRITTEN CONSENT OF OUR CLIENT.**

**WE DIRECT YOUR ATTENTION TO THE OPINION OF THE SUPREME COURT
OF SOUTH CAROLINA IN THE MATTER SC STATE BOARD OF MEDICAL**

RECEIVED
JUL 10 4 42 PM '08
CLASS MAIL

EXHIBIT B

7/14/11

PARHAM & SMITH, L.L.C.

Attorneys At Law

MICHAEL PARHAM
S. BLAKELY SMITH

M. BROOKE ARCHENHOLD
JAMIE RAWLINGS DEMINT
ROBERT W. JONES

501 RIVER STREET
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MAILING ADDRESS:
P.O. Box 2800
GREENVILLE, SC 29602
FAX: (864) 271-6155

BARNEY O. SMITH, JR.
(1952-1996)

July 14, 2011

VIA HAND DELIVERY

Franklin Milton Mann, Jr.
1089 Boiling Springs Rd.
Spartanburg, SC 29303

Re: Bruce v. Greenville Pharmaceutical Research, Inc, et al.
C.A. No.: 2011-CP-23-4661

Dear Milton:

I hope this letter finds you well.

Enclosed herewith and served upon you, please find the following documents:

1. Civil Action Coversheet;
2. Notice of Intent to File Suit;
3. Exhibit A – Short and Plain Statement of the Facts;
4. Exhibit B – Affidavit of Gerald H. Sokol, MD; and
5. Exhibit C – Plaintiffs' Answers to Standard Interrogatories.

It is our understanding that you are able to accept service on behalf of the named Defendants. To that end, enclosed herewith please find an Acceptance of Service. I would appreciate your signing this document where indicated and returning the same to our office.

I appreciate your assistance with this matter and I remain,

Sincerely yours,


Blake Smith
BS: 

Encl.

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

John L. Bruce and Marilyn Bruce,

Plaintiff(s),

vs

Greenville Pharmaceutical Research,
Inc. and Alliance Biomedical Group,

Defendant(s).

) IN THE COURT OF COMMON PLEAS

)

)

) C.A. No. 2011-CP-23-4661

)

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)

CERTIFICATE OF SERVICE

Shannon Jernigan certifies that on this 14th day of July 2011, she served the Civil Action Coversheet; Notice of Intent to file Suit; Exhibit A – Short and Plain Statement of the Facts; Exhibit B – Affidavit of Gerald H. Sokol, MD; and Exhibit C – Answers to Standard Interrogatories upon the following individual as counsel of record for the defendant by placing a true and correct copy of the same in the hands of :

Franklin Milton Mann, Jr.
1089 Boiling Springs Rd.
Spartanburg, SC 29303


SHANNON C. JERNIGAN

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

John L. Bruce and Marilyn Bruce,

Plaintiff(s)

vs.

Greenville Pharmaceutical Research, Inc. and
Alliance Biomedical Group,

Defendant(s)

IN THE COURT OF COMMON PLEAS

CIVIL ACTION COVERSHEET

2011-CP - 23- 4661

(Please Print)

Submitted By: Michael Parham

Address: P. O. Box 2800, Greenville, SC 29602

SC Bar #: 4333

Telephone #: 864-242-9008

Fax #: 864-271-6155

Other:

E-mail: cbloom@parhamlaw.com

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

DOCKETING INFORMATION (Check all that apply)

**If Action is Judgment/Settlement do not complete*

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

NATURE OF ACTION (Check One Box Below)

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

Submitting Party Signature: _____

Date: 7-13-11

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

FOR MANDATED ADR COUNTIES ONLY

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

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

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

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

**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	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF GREENVILLE	)	
John L. Bruce and Marilyn Bruce,	)	C.A. No. 2011-CP-23- <u>4061</u>
	)	
Plaintiffs,	)	
	)	NOTICE OF INTENT TO FILE SUIT
vs	)	
	)	
Greenville Pharmaceutical	)	
Research, INC. and Alliance	)	
Biomedical Group,	)	
	)	
Defendants.	)	

FILED
CLERK OF COURT
GREENVILLE, S.C.
JUN 13 PM 4:28

Pursuant to S.C. Code, Ann., § 15-79-125, the Plaintiff above-named, files his Notice of Intent to File Suit. Attached hereto as Exhibit "A" and incorporated herein by reference is the Plaintiff's Short and Plain Statement of the Facts showing the parties are entitled to relief. Attached hereto as Exhibit "B" and incorporated herein by reference is an Affidavit of an expert delineating at least one (1) negligent act or omission giving rise to the case. Attached hereto as Exhibit "C" and incorporated herein by reference are Answers to Standard Interrogatories set forth in SCRCP, 33(b).

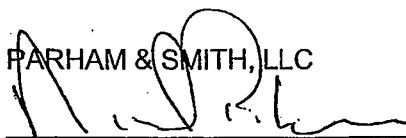
The Defendants should note that this matter is subject to pre-suit mediation within One Hundred Twenty (120) days. The primary and secondary mediators are

— Everett H. Babb
505 W. Butler Rd.
Greenville, SC 29607
(864) 422-0022

— and —

Mark William Bakker
Wyche Burgess Freeman & Parham, PA
P.O. Box 728
Greenville, SC 29602-0728
(864) 242-8299

PARHAM & SMITH, LLC


Michael Parham, #4333
S. Blakely Smith, #14140
Mackenzie G. "Brooke" Archenhold, #70517
Jamie R. DeMint, #74062
Robert W. Jones, #79000
P.O. Box 2800
Greenville, SC 29602
864/242-9008

Attorneys for the Plaintiffs

Dated: 7-13-11
Greenville, South Carolina

EXHIBIT "A"

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS

COUNTY OF GREENVILLE)

John L. Bruce and Marilyn Bruce,) C.A. No. 2011-CP-23-4661

Plaintiffs,)

SHORT AND PLAIN STATEMENT
OF THE FACTS

vs)

Greenville Pharmaceutical)
Research, INC. and Alliance)
Biomedical Group.)

Defendants.)

NOW COME the Plaintiffs who would say:

1. The Plaintiffs, John L. Bruce and Marilyn Bruce, are citizens and residents of the County of Greenville, State of South Carolina. They bring this Notice for damages relating to their injuries.

2. The Plaintiff, Marilyn Bruce, pursuant to the recent Supreme Court opinion in *Strokes v. Pee Dee Family Physicians*, 389 S.C. 343, 679 S.E.2d 143 (2010), brings this Notice as Personal Representative "in-waiting" of the Estate of John Bruce, deceased "in-waiting." She brings this Notice for damages relating to his death, pursuant to S.C. Code, Ann., § 15-51-10 et seq. and for damages suffered prior to his death pursuant to S.C. Code, Ann., § 15-5-90 et seq. The Certificate of Appointment will be executed, upon John Bruce's death, in the Probate Court, County of Greenville, State of South Carolina.

2. Pursuant to *Strokes v. Pee Dee Family Physicians*, 389 S.C. 343, 679 S.E.2d 143 (2010), the statutory beneficiary of the Estate of John Bruce is Marilyn Bruce, the spouse of John Bruce. Mrs. Bruce is therefore a claimant for the purposes of this action. The Personal Representative makes this claim on behalf of the claimants in her individual and representative capacity.

3. Upon information and belief, Greenville Pharmaceutical Research, Inc., is a local research entity established by several physicians in Greenville and Spartanburg Counties. Greenville Pharmaceutical Research, Inc., maintains its principal place of business in the County of Greenville, State of South Carolina, and is engaged in doing substantial business therein. At all times herein mentioned, the Defendant Greenville Pharmaceutical Research, Inc., acted by and through its servants, agents and employees, all of whom were acting within the scope of their employment.

4. Upon information and belief, Alliance Biomedical Research, LLC, is a corporation whose principal place of business is in the County of Spartanburg, State of South Carolina. Alliance Biomedical Research, LLC, is the parent company of Greenville Pharmaceutical Research, Inc. At all times herein mentioned, the Defendant Alliance Biomedical Research, LLC, acted by and through its subsidiary Greenville Pharmaceutical Research, Inc.

5. In January 2010, Mr. Bruce presented to Greenville Pharmaceutical Research to participate in a COPD research study.

6. As a part of his study, Mr. Bruce was required to obtain a chest x-ray by the Greenville Pharmaceutical Research personnel on January 26, 2010.

7. The x-ray was read by Nayan R. Desai, MD, on or about January 26, 2010. The report of the film on January 26, 2010 was electronically signed by Dr. Desai

on January 28, 2010. On this particular x-ray, Dr. Desai noted a small soft mass measuring 1.8 cm in the right upper lobe and a CT scan was recommended.

8. Dr. Desai always sends his reports to Greenville Pharmaceutical Research via facsimile.

9. Mr. Bruce was never told that a mass was discovered in his lung, nor was he advised to obtain a CT scan.

10. Mr. Bruce returned to Greenville Pharmaceutical Research for the COPD research study in August of 2010, and another chest x-ray was obtained.

11. The August 6, 2010 chest x-ray was again read by Defendant Nayan Desai, MD. This chest x-ray showed that the initial 1.8 cm lesion was now 3.05 cm in size. Mr. Bruce was notified of the need for a CT scan.

12. On or about August 19, 2010, a CT of Mr. Bruce's chest was performed. The CT scan was read by Paresh Shah, MD at the Defendant North Hills Medical Center. The CT revealed a 4 cm x 3 cm sized mass in the right upper lobe posteriorly with right hilar and mediastinal adenopathy. Dr. Shah noted that the mass probably represented carcinoma of the lung. Dr. Shah recommended a percutaneous biopsy.

13. On or about August 31, 2010, Mr. Bruce underwent a fine needle aspiration by Dr. Chandar R. Abboy. The pathology from Greenville Hospital System showed a poorly differentiated large cell lung cancer which had metastasized. The growth of the lesion and its metastasis caused it to be non-operable.

14. As of March 29, 2011, Mr. Bruce has undergone 35 treatments of radiation and 9 treatments of chemotherapy.

15. As a direct and proximate result of the negligence, carelessness, recklessness, willfulness and wantonness on the part of the parties listed in this Notice,

the Plaintiffs suffered real and immediate injury. They experienced pain and suffering and will suffer such damages in the future. The Plaintiff, John Bruce, has incurred, and will continue to incur, medical and other related expenses. In addition, Marilyn Bruce has lost the care, comfort, companionship, services and affection of her husband, John Bruce.

16. The injuries and damages sustained by the Plaintiff are a direct and proximate result of the negligence, carelessness, recklessness, willfulness and wantonness on the part of the parties listed herein in failing to possess that degree of care, competence and skill ordinarily and customarily possessed by similar healthcare providers in similar circumstances or in failing to exercise that degree of care, competence and skill ordinarily and customarily exercised by similar health-care providers under similar circumstances and in deviating from ordinary and customary standards of medical care in one or more of the following particulars:

1. In failing to properly and promptly perform a CT scan;
2. In failing to properly and promptly notify Mr. Bruce that a CT scan was recommended;
3. In failing to properly evaluate and treat the patient;
4. In failing to promptly care for the patient; and
5. In failing to exercise ordinary and customary standards of care.

Alliance Biomedical Research Inc.'s negligence or liability is predicated upon vicarious liability.

PARHAM & SMITH, LLC



Michael Parham, #4333
S. Blakely Smith, #14140
Mackenzie G. "Brooke" Archenhold, #70517
Jamie R. DeMint, #74062
Robert W. Jones, #79000
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Attorneys for the Plaintiffs

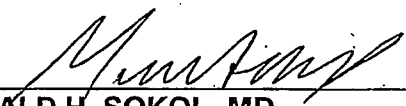
EXHIBIT "B"

AFFIDAVIT OF GERALD H. SOKOL, MD

1. I am over eighteen (18) years of age and legally competent to make this Affidavit based upon my background, education, training and experience, as well as a review of the medical records from Greenville Pharmaceutical Research, Upstate Lung and Critical Care Specialists, PC and Greenville Radiology a part of GHS Partners in Health INC. regarding John L. Bruce. My qualifications and background are listed in my attached *Curriculum Vitae*.
2. In this case, based upon my review of the medical records as stated, specifically the radiology report of Nayan Desai, MD on Mr. Bruce's chest film of January 26, 2010, there is at least one negligent deviation from the standard of care on behalf of Nayan Desai, M.D., North Hills Medical Center, and Greenville Pharmaceutical Research in the care given to John Bruce.
3. According to the Medical Records, John Bruce began participating in a research study for COPD with Greenville Pharmaceutical Research in 2006. This study required Mr. Bruce to have a chest x-ray on January 26th, 2010. Dr. Nayan Desai of North Hills Medical Center read Mr. Bruce's chest x-ray on January 28th, 2010. Dr. Desai's conclusion was that there was a suggestion of a small soft tissue density measuring 1.8 cm in size in the right upper lung field medially at about T5 level. He recommended a CAT scan with and without contrast for further evaluation.
4. Mr. Bruce never received the information found in the January 26th 2010 x-ray. He was never informed that he had a 1.8 cm density in his upper right lung, nor was he told that he should have a CAT scan for further evaluation.
5. The Greenville Pharmaceutical Research study required Mr. Bruce to have another chest x-ray in August of 2010. Dr. Desai generated the x-ray report on August 3, 2010 and his conclusion that of an abnormal density seen in the right upper lung field medially and posteriorly. Dr. Desai stated that the density had increased in size in comparison to the 1/26/2010 x-ray, and the density currently measured 3.05 cm in size. Dr. Desai strongly recommended a CT scan, and concluded that the rest of the chest was within normal limits.

6. Mr. Bruce was informed of the August 2010 x-ray results and a CT scan was done of his chest with and without contrast on 8/19/2010. The CT scan was interpreted by Paresh Shah, M.D. at North Hills Medical Center. Dr. Shah's impression of the study was that Mr. Bruce had a 4 cm x 3 cm sized mass in the right upper lobe posteriorly or it could be in superior segment of the right lower lobe. It probably represented carcinoma of the lung, and there was lymph node enlargement in the right hilum and mediastinum, probably representing a metastatic disease. Dr. Shah suggested a percutaneous biopsy. The cancer had grown and spread.
7. Mr. Bruce underwent a needle biopsy on 8/26/2010 which revealed T2 N3 squamous cell carcinoma of the lung. It was determined that Mr. Bruce's large cell carcinoma had metastasized and was non-operable. He began radiation and chemotherapy treatments.
8. Mr. Bruce's prognosis at stage 3(B) squamous cell carcinoma is grim to incurable.
9. In my opinion, more probably than not to a reasonable degree of medical certainty, had the results of Mr. Bruce's January 26th, 2010 chest x-ray been reported to his treating physicians and had those physicians acted appropriately upon that information, Mr. Bruce would have undergone a CAT scan with and without contrast and a needle biopsy which would have revealed that the 1.8 cm density in his lung was stage one squamous cell carcinoma and that his tumor was operable.
10. It is further my opinion that had Mr. Bruce's tumor been diagnosed and treated at the time of the January 26th, 2010 x-ray, he more probably than not to a reasonable degree of medical certainty would have had a prognosis of greater than fifty percent for survival.
11. There may be other deviations from the standard of care and there may be additional bases for the opinions expressed herein that may be discussed or discovered at a later time. As a result, I reserve the right to modify, change and/or supplement these opinions in the future.

Dated this 26 day of May, 2011.


GERALD H. SOKOL, MD

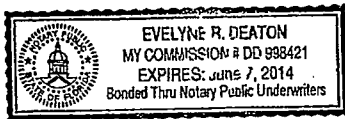
Subscribed and sworn to before me this
26 day of May, 2011.

Evelyn R Deaton

Notary Public

In and For the State of Florida

My Commission Expires: June 7, 2014



CURRICULUM VITAE

NAME Gerald H. Sokol, M.D.

ADDRESS 9248 Vendome Dr.
Bethesda, Md. 20817

PERSONAL INFORMATION

Place of Birth: New York, New York
Citizenship: United States
Marital Status: Married, 2 Daughters

EDUCATION

1965 AB Indiana University and Temple University, Indianapolis IN,
Philadelphia, PA
1968 MS (Pharmacology) Indiana University, Indianapolis, IN
1970 MD Indiana University, Indianapolis, IN; combined Degree Program in
Experimental Science (upper 10%)
1970-1971 Internship, Temple University, Philadelphia, PA
1971-1973 Residency in Internal Medicine, USPHS Hospital in affiliation with Johns
Hopkins University, the University of Maryland, Baltimore, MD and NCI
1973-1976 Resident, Massachusetts General Hospital; and Fellow, Harvard Medical
School, Radiation Medicine/Oncology
1976-1977 Fellow, Clinical Pharmacology, Massachusetts General Hospital, Harvard
Medical School

CURRENT PROFESSIONAL POSITIONS

1996-present Medical Officer, Center for Drug Evaluation and Research, FDA
Grade 15 Step 10
1990-present Director of Oncology, New Hope Cancer Center
1990-present Vice Chief of Radiation Therapy, Tampa General Hospital
1990-present Staff Physician-H. Lee Moffitt Cancer Center, Tampa, FL
1984-present Captain, US Navy Reserves

BOARD CERTIFICATION

1972	American Board of Internal Medicine #44334
1976	American Board of Radiology (Therapeutic Radiology)
1977	American Board of Internal Medicine Sub-specialty Oncology
1991	American Board of Clinical Pharmacology
1992	American Board of Quality Assurance #30431

MEDICAL LICENSURE

1975	Florida ME0025907
1987	Washington DC

HONORS/AWARDS

1970	Upper 13% of Medical Class
1968	Pittman-Moore Fellow
1965	Little '500' Scholar Health Professions Scholars
1965	AEO Honorary Premedical Fraternity
1965	Long Island Home Scholarship
1973	Fellow, American Cancer Society
1982-1986	National Scientific Advisory Board, Janssen Pharmaceutica
1985	American Cancer Society Board of Directors
1987	10 Year US Government Service Award
1992	Fellow, American College of Clinical Pharmacology
2005	Life Board Member American Cancer Society

Awards

1987-10 year Government Service Award
 1993-Certificate of Appreciation
 1994-Certificate of Appreciation
 1995-Certificate of Appreciation
 1996-Award Certificate-On the spot award for Medical Legal work
 1998-Reviewer Excellence Award
 2004-Regulatory Science Excellence Award
 2005-Special Recognition Award-CDER Team Excellence
 2005-Excellence in Communication Award
 2005-Honorary Government Service Award
 2005-Emeritus Board of Directors, American Cancer Society

FDA NDA Activities

1. NDA Review Ifosfamide-NDA # 19763 – for relapsed cisplatin-sensitive testicular cancer 1988
2. NDA Review MESNA-NDA # 19884 - for bladder cytoprotection from ifosfamide 1989
3. NDA Supplemental Review MESNA -New formulation of MESNA 1999
4. NDA Review MESNEX (mesna) tablets-NDA # 20855- for reducing the incidence of ifosfamide-induced hemorrhagic cystitis.
5. BLA Review ERBITUX (cetuximab) BLA # 125084/46- for the treatment of squamous cell carcinoma of the head and neck-consultant to DBOP medical reviewer 2006
6. NDA Review XCYTRIN (gadolinium texaphyrin) NDA # 22111-for the treatment of metastatic lung cancer during CNS radiation therapy- consultant to primary DDOP medical reviewer 2007
7. NDA Review ZOLADEX (zoledronic acid) NDA#'s 20578, 197276, 20515 -for adjuvant treatment of prostate cancer during and after radiation therapy- consultant to primary DDOP medical reviewer 2007

Multiple Government Litigation Cases

Laetrile case

SEC Amifostine case

Hydrazine case

Guar gum case

MDZ case

SEC case DNCB

False advertising claim-FDA Irinotecan, Flu-cure, menstrual pain, migraine.

Other Major FDA Activities

300+ new IND Reviews and Special Protocol Assessments, Center for Drug Evaluation Research, 1987- present.

PREVIOUS PROFESSIONAL POSITIONS

1973-1977 Assistant Physician in Medicine, Peter Bent Brigham Hospital, Boston, MA
 1976-1977 Assistant Professor, Tufts University School of Medicine, Therapeutic Radiology, Boston, MA
 1977-1978 Director, Radiation Oncology, Radiation Therapy Oncology Center at Mease Hospital, Dunedin, FL
 1978-1989 Director, Radiation Oncology, Tampa General Hospital, Tampa, FL
 1979- 1987 President, Tampa Scientific Association, Tampa, FL.
 1985-1986 Associate Director, Clinical Research, Schering-Plough Pharmaceutical, Kenilworth, NJ
 1987- 1990 Medical Officer, Center for Drug Evaluation and Research, FDA Rockville, MD Grade 15 Step 7
 1990-1993 Medical Officer, Center for Drug Evaluation and Research, FDA Grade 15 Step 8
 1993-1996 Medical Officer, Center for Drug Evaluation and Research, FDA Grade 15 Step 9
 1987-1990 Director, Radiotherapy, Columbia Hospital for Women
 1990-2001 Vice Chief, Radiation Oncology, Tampa General Hospital
 1992-1995 Vice President Medical Affairs/Director Medical Education, Prince George's Hospital Center, Cheverly, MD
 1997-1998 Medical Director, Chief Medical Officer - MetSolutions (a Bozell world-wide Company - Company acquired)

PROFESSIONAL SOCIETIES

(Open dates =to present)

1968 Society of Sigma XI, Honorary Scientific Society, American Medical Association
 1972 New York Academy of Science
 1977 American Society of Clinical Oncology
 1980 Florida Society of Clinical Oncology
 1977 American Society of Therapeutic Radiology
 1977-1979 American Society of Internal Medicine
 1980- American Society of Clinical Pharmacology
 1980 National Association of Advancement in Science
 1977 American College of Radiology
 1982-1987 Liaison Fellow American College of Surgery
 1985-1995 State Representative Presidential Advisory Committee
 1980-1992 Southern Medical Association
 1980- American College of Clinical Pharmacology
 1982- Radiation Research Society
 1983- North American Hyperthermia Group
 1984- American Medical Association
 1985- Washington DC Medical Society

USUHS TEACHING ACTIVITIES

Commanding Officer - US Naval Reserve Unit at USUHS (1997-1999)
Clinical Pharmacology Staff- Consulting Service, Naval Hospital, Bethesda (1990-present)
Research Activities - Current Studies

Trimetrexate for Colon Cancer
Renal Functions associated with Reno-toxic drugs (1998)
Troponin levels s/p cardiac chemo/XRT (1999)
Community Clinical Pharmacology Outreach Program (initiated 1999)
Medicolegal - Medical Jurisprudence Project (1999)
Two weeks Navy Reserve (1995-present)- Division of Clinical Pharmacology
Clinical Pharmacology course lecturer 1990- present
Pharmacology Course lecturer 1990 – present
International Teaching Conferences. Army Update, Wiligen, Germany; Taiwan Government Drug Review Seminar, 1995
Research Projects-radioprotectors, Enzymatic activity of Cox-II inhibitors, Enzymatic activity of antiepileptic agents-2004-2005

EDITORIAL ACTIVITIES

Open dates=to present

1996- Clinical Trials Advisor
1996-1997 Oncology Management
2000- Reviewer, Internet Journal of Medical Toxicology
2002- Chronic Lung Disease/Emphysema

OTHER PROFESSIONAL ACTIVITIES

FDA Representative to Radiation Sensitizer NCI Meeting 2002
Chief Medical Officer, MedMatRx 1998-99
Cancer Committee – Bayonet Regional Medical Center 1998 –
P.T. Committee – Bayonet Regional Medical Center 1998 –
VA Peer Review Committee – CA Hospital System 1993 – 1996
FDA Oncology Advisory Panels, NCI Consensus Conference NCI Phase I Meeting, 1989, 1990, 1994, 1996
National Oversight, public Health Service, Quality Control Committee 1991 – 1995
Member, Institutional Review Board, Tampa General Hospital 1991 - 1993
FDA Consultant to Office of Compliance, General Council, and Devices 1992 –
Chairman, Hyperthermia/Chemotherapy Oncology Study Group 1986 - 1988

Member South West Oncology group 1981 – 1987
Member, Pediatric Oncology Group 1981 – 1987
Chairman, Institutional Review Board, Tampa General Hospital, University of South Florida 1981 – 1984
Program Director and Coordinator – University Cancer Study Group Update 1981
Medical Director-Everest University, Tampa, Florida 2010

GRANTS

1. Tigan Radiation and Chemotherapy Antiemetic Study - Beecham Laboratories - \$25,000, 1982-1986, G.H. Sokol, MD, Principal Investigator.
2. Ciramodaol - Agonist-Antagonist Analgesic for Cancer Pain - Wyeth Laboratories - \$15,000. 1983 G.H. Sokol, MD, Principal Investigator.
3. Leuprolide LH-FSH-RH Agonist for Breast Cancer - Abbott Laboratories - \$10,000, 1984-1985, G.H. Sokol, MD, Principal Investigator.
4. Leuprolide LH-FSH-RH Agonist for Prostate Cancer - Abbott Laboratories - \$46,000, 1984-1986, G.H. Sokol, MD. Principal Investigator
5. Phase I Study of Unique C-Parvum Derivative - ImmunoMed Inc. - \$45,000, 1983, G.H. Sokol, MD Principal Investigator
6. Comparative Efficacy of Metoclopramide vs. Compazine vs. Placebo in Radiation Induce Nausea A.H. Robins, Inc - \$45,000, 1983-1985, G.H. Sokol, MD Principal Investigator
7. Buprenorphine - Sublingual Administration in Chronic Cancer Pain - Med Tech Research, Inc.- \$20,000, 1985, G.H. Sokol, MD Principal Investigator
8. Imodium - Placebo Controlled Study in Radiation Induced Diarrhea - Janssen Pharmaceutica - \$14,000, 1985, G.H. Sokol, MD Principal Investigator
9. H.D. Nizoral in New and Hormonally Failed Prostatic Carcinoma - Janssen Pharmaceutica - \$150,000, 1985, G.H. Sokol, MD Principal Investigator
10. Letrazole for Advanced Adjuvant Breast Cancer - Novartis - \$20,000, 1986, G.H. Sokol, Principal Investigator
11. Trimetrexate with/without 5-FU/leucovorin for 2nd line colon cancer treatment, US BioScience,- \$15,000, G.H. Sokol, MD Principal Investigator
12. Erythropoietin for anemia associated with radiation therapy, Ortho Biotech - \$15,000, G.H. Sokol, MD coinvestigator

13. Natural Product Radioprotectors in Mice-Quigley Pharmaceutical-\$150,000

INVITED AND EXTRAMURAL PRESENTATIONS Invited National Presentations

1. American Cancer Society Cancer Review - Chemotherapy of G.U. and GYN Malignancy, Tampa, Fl. 1977
2. Lecturer, Clinical Pharmacology University of South Florida School of Medicine, Tampa, Fl., 1978
3. Clinical Pharmacology Course, Tampa, Fl. 1978
4. Prostate Cancer, Mease Hospital, Dunedin, Fl., 1978
5. New Developments in Cancer, Morton Plant Hospital, Clearwater, Fl., 1978
6. University of South Florida Grand Rounds - New Approaches to Breast Cancer, Tampa, Fl., 1979
7. American Cancer Society Seminar - Channel 8 - Tampa, Health Effects of Smoking, Tampa, Fl. 1979
8. National Conference of Radiation Technology - Radiobiology- Coordinator, Tampa, Fl. 1979
9. Kiwanis Club Dunedin - New Developments in Cancer, Dunedin, Fl. 1979
10. University Cancer Study Group - Coordinator and Moderator, Clearwater, Fl. 1981
11. Immunotherapy in Cancer Treatment. Oncology Grand Rounds, Tampa, Fl. 1981
12. Update of Breast Cancer, Memorial Hospital, Tampa, Fl., 1981
13. Extracorporeal Irradiation of Blood in Kidney. Channel 44-Tampa, Fl. 1982
14. 2nd and 3rd Annual University Cancer Study Group Updates - Coordinator and Moderator, Clearwater, Fl. 1983, 1985
15. Hyperthermia in Cancer Treatment - Florida State Oncology Nursing Association and American Cancer Society, Tampa, Fl. 1984
16. Control of Cancer Pain - Coordinator and Moderator - American Cancer Society and University of South Florida, Tampa, Fl. 1984
17. Pharmacology and Analgesics. American Cancer Society, Tampa, Fl. 1984

18. Leuprolide-A new Drug for Prostate Cancer. Channel 13 Tampa, FL. 1984
19. Radiation Oncology Update. Florida Keys Hospital, Key West, FL. 1985
20. The Interaction of Hyperthermia and Chemotherapy in Cancer Management. BSD. Florida Symposium on Hyperthermia, Tampa, FL. 1985
21. Hyperthermia in Cancer Management. Florida Society of Radiologic Technologists, Tampa, FL. 1985
22. Buprenorphine-A New Pain Killer for Cancer Patients. Channel 44 Tampa, FL. 1985
23. New Developments in Head and Neck Cancer. University of South Florida 1985.
24. Oncologic Drugs Lecture Series. Georgetown University, Washington, DC 1987
25. Radiation Drug Interactions. George Washington University, Washington, DC 1987
26. Annual Nursing Conference, Oncologic Staging. Tampa, FL 1987
27. New Development in Cancer Treatment. TV-BLAB, Pensacola, FL. 1987
28. Medical Ethics. University of West Florida, Pensacola, FL. 1987
29. Psychopharmacology and Religion. University of West Florida, Pensacola, FL. 1987
30. Medical Effects of Ionizing Radiation (monthly). USUHS, Bethesda, MD 1985
31. Washington, DC, Capitol Hill Hospital. Update of Radiation Oncology. Washington, DC Columbia Hospital for Women, New Development in GYN Oncology. Rockville, MD, FDA Medical Advisory Committee. Oncology Ifosphamide and Mesna NDA Reviews. Rockville MD. 1988
32. Food Irradiation, Stereotactic Radiation Therapy. Florida Society of Radiation Technologist, Tampa, FL. 1989
33. Radiation Effects of Drug Disposition. FDA-Staff College, Rockville, MD 1990
34. Conference on Quality of Life in Cancer Treatment. NCI-FDA, Bethesda, MD 1990
35. Oncology Review Course. American College of Clinical Pharmacology, Rockville, MD 1991
36. Radiation Oncology Update. Bayonet Point Regional Medical Center, Hudson, FL. 1991

1994

54. Merckle Cell Tumors. Tumor Board. Bayonet Point Regional Medical Center, Hudson, Fl. 1994
55. Principles of Ethical Drug Therapeutics. US Navy USUHS Unit, Bethesda, MD
56. Principles of Gynecologic Oncology. (cervical cancer, endometrial cancer) Prince George's Hospital Center, Cheverly, MD 1994
57. Oncologic Emergencies. Prince George's Hospital Center, Cheverly, MD 1994
58. Principles of Gynecologic Oncology. (ovarian, vulvar cancer) Prince George's Hospital Center, Cheverly, MD 1995
59. Risks and Benefits of Food Irradiation. Division of Clinical Pharmacology USUHS, Bethesda, MD 1995
60. Stroke and CNS Metastatic Disease-Differential Diagnosis, Impact, and Support Measures. Institute of Life Threatening Disease Columbia University NYC, NY. 1995
61. Medical Legal Issues in Clinical Pharmacology-Case Examples. Division of Clinical Pharmacology USUHS, Bethesda, MD. 1995
62. Multiple Lectures to Church and Civic Groups on New Developments in Oncology and Oncologic Drugs. 1995
63. Multiple Presentations to Oncology Drug Products Division FDA on New Drugs and Drug Protocols. Rockville, MD 1995
64. Lymphomas-Diagnosis and Treatment. Tumor Board. Bayonet Point Regional Medical Center, Hudson, Fl. 1995
65. Regulatory Aspects of Drug Development. Protocol Review Techniques. Cost Benefit/Effectiveness Issues in Drug Development. Natl. Taiwan Government Intern Conference on Drug Development. University of Taiwan, Taipei 1995
66. Chronobiologic Implications for PK, New Developments in Clinical Pharmacology, Pharmacoeconomic Principles. Annual 7th Army Continuing Education Symposium Wiligen, Germany 1995
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68. Chronobiologic Implications for Drug Research, FDA Oversight and Therapeutic Optimization. Grand Rounds, Rockville, MD. 1996
69. Hyperbaric Oxygen-The good, the bad and the ugly. Grand Rounds. Bayonet Point Regional Medical Center, Hudson, FL. 1996
70. Conference on Apoptosis-Radiation and Modulated Radiation Effects on Apoptosis. Institute for Life Threatening Illness, Columbia University, NYC, NY 1997
71. New Developments in Oncology. Television Station BLAB Sarasota, FL. 1997
72. National Conference on Blood Vessel Irradiation, Washington, DC. FDA Panelist Regulatory Concerns of Blood Vessel Irradiation. 1997
73. Thyroid Cancer, Diagnosis and Treatment. Tumor Board. Bayonet Point Regional Medical Center, Hudson, FL. 1997
74. Reasons for Medical Malpractice. Committee of 100, Williamsburg, VA. 1997
75. New Lymphoma Classifications. Tumor Board. Bayonet Point Regional Medical Center, Hudson, FL. 1998
76. Conference on Terminal Care in Non-cancer Diseases. Institute of Life Threatening Diseases, Columbia University, NYC, NY 1998
77. New Development of Cancer Treatment. American Cancer Society, New Port Richey, FL. 1998
78. The Management of Affective Disorders in Cancer Patients. Institute for Life Threatening Illness Columbia University, NYC, NY. 1998
79. Multiple Presentation-Tumor Board. Head and Neck Cancer, Sarcomas, Rectal Cancer. Bayonet Point Regional Medical Center, Hudson, FL. 1999
80. Conference on Palliative Care in Pulmonary Disease. Drug Amelioration of Radiation induced fibrosis. Columbia University, NYC, NY 1999
81. American Cancer Society Oncology Update. Aug 2000. Eglin Air Force Base, Ft. Walton Beach, FL. Melanoma Update.
82. Tumor Board Bayonet point Medical Center, Hyperthermia Nov 2000
83. Columbia University, Center for Life Threatening Illness, Radiation Effects on Pulmonary Function. Nov 2000
84. FDA – Prostate Cancer – Basic Rationale for End Point Analysis. Dec 2000

85. FDA – Exposure Response Relationship in Oncology. Jan 2001
86. USUHS - Chronopharmacology. Feb 2001
87. Bayonet Point Hospital Cancer Conference – Geriatric Oncology. Sept 2001
88. Columbia University – Pulmonary Effects of Radiation and Quality of Life. Sept 2001
89. Tumor Board Bayonet Point Regional Medical Center. Sarcomas. Nov 2001
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92. USUHS-Chronopharmacology. May 2002.
93. Bayonet Point Annual Cancer Conference. Oncologic Emergencies. Sept. 2002.
94. Regulatory Aspects of Chronopharmacology. Bioavailability Conference. San Diego Cal. Jan 2003
95. Catholic University – “Phenes to Genes” Washington Jan 2005
96. National Hyperthermia Meeting-FDA Panelist and Speaker, Park City, Utah-Feb 2005
97. Radiation Therapy Oncology Group, Panelist and Speaker, Phoenix, Arizona, Tumor Markers-Feb 2005
98. ASCO National Prostate Cancer Meeting (American Soc. For Clinical Oncology), Orlando, Florida, Anticancer Approval Process for Prostate Cancer Drugs-March 2005
99. FDA – RTOG Review. Rockville MD March 2005
100. NCI, FDA, Duke University – Accelerated Anticancer Agents. Young Professor Science Development Program. Spring Conf. Bethesda, MD 2005
101. Maryland Trial Lawyer Assoc. – Medical Errors. Feb 2005 Baltimore, MD
102. Accelerating Anticancer Agents Development and Validation Workshop. NIH Invited Participant 05/2007

103. Conference on Accelerated Therapies. NCI-Evaluation of New Drugs and Devices: The FDA Perspective. December 2, 2006 Lecture and Panelist
104. Exploratory Workshop on Fatigue in the Elderly. June 25-26, 2007. NIH Invited Participant, National Institute on Aging, N.Bethesda MD
105. Annual Community Oncology Research Forum. Grapevine TX. Invited Faculty Sept 2007
106. NCI, FDA, Duke University – Accelerated Anticancer Agents. Young Professor Science Development Program. Bethesda MD 2007
107. MD Anderson Cancer Center Conference on Bioethics in Early Clinical Trials, April, 2008, invited
108. FDA representative to the NCCN Bioethics Planning Committee, May 2009.
109. FDA representative to the Oncology Imaging Conference, Bethesda, Md. May 2009
110. Radiotherapeutic Management of Skin Cancer, Bayonette Point Regional Medical Center, Hudson, Florida November, 2009
111. Bioethics: Principles and Practice, Bayonette Point Regional Medical Center, Hudson, Florida, Grand Rounds, February 2010
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11. LEUPROLIDE THERAPY OF ADVANCED PROSTATE CANCER. L.Michael Globe for the Abbott Prostatic Cancer Study Group. University of Colorado 80262. Published in ASCO Proceeding 1982. Presented ASCO Annual Meeting 1982.
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EXHIBIT "C"

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
)
COUNTY OF GREENVILLE)
John L. Bruce and Marilyn Bruce,) C.A. No. 2011-CP-23-4661
)
Plaintiffs,)
) **PLAINTIFFS' ANSWERS TO STANDARD**
INTERROGATORIES
vs)
)
Greenville Pharmaceutical)
Research, INC. and Alliance)
Biomedical Group,)
)
Defendants.

Pursuant to SCRPC 30(b), the Plaintiff hereby submits her answers to Standard Interrogatories as follows:

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 have been taken from the witnesses and indicate who has possession of such statements.

ANSWER:

- A. John L. Bruce
200 Woodland Rd.
Marietta, SC 29661
No written or recorded statement has been taken at this time.
- B. Dr. Gerald H. Sokol
9248 Vendome Dr.
Bethesda, MD 20817
No written or recorded statement other than that which is contained in the medical records.

- C. Marilyn Bruce
200 Woodland Rd.
Marietta, SC 29661
No written or recorded statement other than that which is contained in the medical records.
- D. Richard Bruce
PO Box 131
Marietta, SC 29661
No written or recorded statement other than that which is contained in the medical records.
- E. Louise Bruce
198 Woodland Rd.
Marietta, SC 29661
No written or recorded statement other than that which is contained in the medical records.
- F. James Bruce
198 Woodland Rd.
Marietta, SC 29661
No written or recorded statement other than that which is contained in the medical records.
- G. Margaret Brown
131 MLJ Summit
Easley, SC 29640
No written or recorded statement other than that which is contained in the medical records.
- H. Dr. Nayan Desai
800 Pelham Rd.
Greenville, SC 29615
No written or recorded statement other than that which is contained in the medical records.

2. Set forth a list of photographs, plats, sketches or other prepared documents in possession of the party that relate to the claim or defense in the case.

ANSWER: The Plaintiff intends to introduce medical records and medical bills pertaining to Mr. Bruce's medical treatment. The Plaintiff may introduce medical literature which either supports her position or impeaches the position of a defense expert. The Plaintiff may introduce photographs and utilize demonstrative evidence at trial through other imaging modalities. The Plaintiff reserves the right to supplement this information as deemed necessary up to and during the time of trial.

3. In cases involving personal injury, set forth the names and addresses of all physicians who have treated the party and all hospitals to which the party has been committed in connection with said injuries and set forth a statement of all medical costs involved.

ANSWER:

- A. Dr. Nayan Desai
800 Pelham Rd.
Greenville, SC 29615
- B. North Hills Medical Center
800 Pelham Rd.
Greenville, SC 29615
- C. Upstate Lung and Critical Care Specialists, PC
1091 Boiling Springs Rd.
Spartanburg, SC 29303
- D. Greenville Radiology
1210 W. Faris Rd.
Greenville, SC 29605
- E. Greenville Pharmaceutical Research, INC.
220 Roper Mountain Rd. Ext
Greenville, SC 29615
- F. Cancer Centers of the Carolinas
900 W. Faris Rd.
Greenville, SC 29605

Additional information will be provided in response to this Interrogatory. The Plaintiff reserves the right to supplement this information as deemed necessary up to and during the time of trial.

4. Set forth and names and addresses of all insurance companies which have liability insurance coverage relating to the claim and set forth the number or numbers of the policies involved and the amount or amounts of liability coverage provided in each policy.

ANSWER: The Plaintiff is unable to provide a response to this Interrogatory at this time. The Plaintiff reserves the right to supplement this response as deemed necessary up to and during the time of trial.

5. Set forth an itemized statement of all damages, exclusive of pain and suffering, claimed to have been sustained by the Plaintiff.

ANSWER: The Plaintiff is unable to provide a response to this Interrogatory at this time. The Plaintiff reserves the right to supplement this response as deemed necessary up to and during the time of trial.

6. List the names and addresses of any expert witnesses whom the party proposes to use as a witness at the trial of the case.

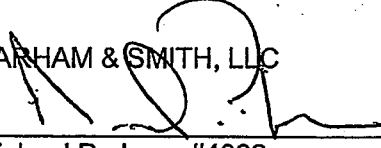
ANSWER: Dr. Gerald H. Sokol
9248 Vendome Dr.
Bethesda, MD 20817

7. For each person known to the parties or counsel to be a witness concerning the facts of the case, set forth either a summary sufficient to inform the other party of the important facts known to or observed by such witness, or provide a copy of any written or recorded statement taken from such witness.

ANSWER: The friends and family members of the Plaintiff will testify as to their knowledge of the facts of the case and as to all elements of non-economic damages.

The doctors, nurses and other healthcare providers listed in Answer to Interrogatory No. 1 above, as well as those listed in the medical records, are expected to testify as to their treatment and care of Mr. Bruce.

Plaintiff's expert, Dr. Gerald Sokol, will testify as to the various opinions contained within his Affidavit and otherwise developed through discovery.


PARHAM & SMITH, LLC

Michael Parham, #4333
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P.O. Box 2800
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864/242-9008

Attorneys for the Plaintiffs

Dated: 7/13/11
Greenville, South Carolina

) IN THE COURT OF COMMON PLEAS

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) C.A. No. 2011-CP-23-4661

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EXHIBIT C

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF GREENVILLE

John L. Bruce and Marilyn Bruce,

C.A. No. 2011-CP-23-6967

Plaintiffs,

vs

**COMPLAINT
AND
WRONGFUL DEATH & SURVIVAL
COMPLAINT IN WAITING**

Greenville Pharmaceutical
Research, INC. and Alliance
Biomedical Group.

(JURY TRIAL REQUESTED)

Defendants.

FILED
CLERK OF COURT
GREENVILLE CO. S.C.
PAUL W. WILKINSON
2011 OCT 20 PM 4:30

The Plaintiffs, complaining of the acts of the Defendants above named, will respectfully show unto the Court as follows:

FOR A FIRST AND SECOND CAUSE OF ACTION

1. The Plaintiffs, John L. Bruce and Marilyn Bruce, are citizens and residents of the County of Greenville, State of South Carolina. They bring this Complaint for damages relating to their injuries.
2. The Plaintiff, Marilyn Bruce, pursuant to the recent Supreme Court opinion in *Strokes v. Pee Dee Family Physicians*, 389 S.C. 343, 679 S.E.2d 143 (2010), brings this Complaint as Personal Representative "in-waiting" of the Estate of John Bruce, deceased "in-waiting." She brings this Complaint for damages relating to his death, pursuant to S.C. Code, Ann., § 15-51-10 et seq. and for damages suffered prior to his death pursuant to S.C. Code, Ann., § 15-5-90 et seq. The Certificate of Appointment will be executed, upon John Bruce's death, in the Probate Court, County of Greenville, State of South Carolina.

3. Pursuant to *Strokes v. Pee Dee Family Physicians*, 389 S.C. 343, 679 S.E.2d 143 (2010), the statutory beneficiary of the Estate of John Bruce is Marilyn Bruce, the spouse of John Bruce. Mrs. Bruce is therefore a claimant for the purposes of this action. The Personal Representative makes this claim on behalf of the claimants in her individual and representative capacity.

FOR A THIRD CAUSE OF ACTION

4. The Plaintiffs reiterate the First and Second Causes of Action as fully as if repeated herein.
5. Upon information and belief, Greenville Pharmaceutical Research, Inc., is a local research entity established by several physicians in Greenville and Spartanburg Counties. Greenville Pharmaceutical Research, Inc., maintains its principal place of business in the County of Greenville, State of South Carolina, and is engaged in doing substantial business therein. At all times herein mentioned, the Defendant Greenville Pharmaceutical Research, Inc., acted by and through its servants, agents and employees, all of whom were acting within the scope of their employment.
6. Upon information and belief, Alliance Biomedical Research, LLC, is a corporation whose principal place of business is in the County of Spartanburg, State of South Carolina. Alliance Biomedical Research, LLC, is the parent company of Greenville Pharmaceutical Research, Inc. At all times herein mentioned, the Defendant Alliance Biomedical Research, LLC, acted by and through its subsidiary Greenville Pharmaceutical Research, Inc. together with its servants, agents and employees.
7. In January 2010, Mr. Bruce presented to Greenville Pharmaceutical Research to

participate in a COPD research study.

8. As a part of his study, Mr. Bruce was required to obtain a chest x-ray by the Greenville Pharmaceutical Research personnel on January 26, 2010. It was ordered by Greenville Pharmaceutical Research to be taken and interpreted by the North Hills Medical Clinic.
9. The x-ray was read by Nayan R. Desai, MD, on or about January 26, 2010. The report of the film on January 26, 2010 was electronically signed by Dr. Desai on January 28, 2010. On this particular x-ray, Dr. Desai noted a small soft mass measuring 1.8 cm in the right upper lobe and a CT scan was recommended.
10. Dr. Desai always sends his reports to Greenville Pharmaceutical Research.
11. Mr. Bruce was never told that a mass was discovered in his lung, nor was he advised to obtain a CT scan.
12. Mr. Bruce returned to Greenville Pharmaceutical Research for a COPD research study in August of 2010, and another chest x-ray was obtained.
13. The August 6, 2010 chest x-ray was interpreted by Defendant Nayan Desai, MD. This chest x-ray showed that the initial 1.8 cm lesion was now 3.05 cm in size. Mr. Bruce was notified of the need for a CT scan.
14. On or about August 19, 2010, a CT of Mr. Bruce's chest was performed. The CT scan was read by Paresh Shah, MD at the Defendant North Hills Medical Center. The CT revealed a 4 cm x 3 cm sized mass in the right upper lobe posteriorly with right hilar and mediastinal adenopathy. Dr. Shah noted that the mass probably represented carcinoma of the lung. Dr. Shah recommended a percutaneous biopsy.
15. On or about August 31, 2010, Mr. Bruce underwent a fine needle aspiration by

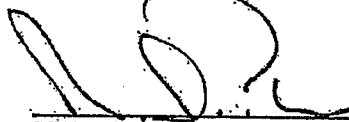
Dr. Chandar R. Abboy. The pathology from Greenville Hospital System showed a poorly differentiated large cell lung cancer which had metastasized. The growth of the lesion and its metastasis caused it to be non-operable.

16. As of March 29, 2011, Mr. Bruce has undergone 35 treatments of radiation and 9 treatments of chemotherapy.
17. As a direct and proximate result of the negligence, carelessness, recklessness, willfulness and wantonness on the part of the parties listed in this Notice, the Plaintiffs suffered real and immediate injury. They experienced pain and suffering and will suffer such damages in the future. The Plaintiff, John Bruce, has incurred, and will continue to incur, medical and other related expenses. In addition, Marilyn Bruce has lost the care, comfort, companionship, services and affection of her husband, John Bruce.
18. The injuries and damages sustained by the Plaintiff are a direct and proximate result of the negligence, carelessness, recklessness, willfulness and wantonness on the part of the parties listed herein in failing to possess that degree of care, competence and skill ordinarily and customarily possessed by similar healthcare providers in similar circumstances or in failing to exercise that degree of care, competence and skill ordinarily and customarily exercised by similar health-care providers under similar circumstances and in deviating from ordinary and customary standards of medical care in one or more of the following particulars:
 - a. In failing to properly and promptly perform a CT scan;
 - b. In failing to properly and promptly notify Mr. Bruce that a CT scan was recommended;
 - c. In failing to properly evaluate and treat the patient;

- d. In failing to promptly care for the patient;
- e. In failing to exercise ordinary and customary standards of care; and
- f. In failing to convey the findings of the January 2010 film to Mr. Bruce.

WHEREFORE, having fully set forth their complaint above, the Plaintiffs pray judgment against the Defendants for a sum of actual and punitive damages found to be fair, just and proper; for the cost of this action; and for such other and further relief as the Court deems just and proper.

PARHAM & SMITH, LLC



Dated: 10.20.11

Michael Parham, #4333
S. Blakely Smith, #14140
Mackenzie G. "Brooke" Archenhold, #70517
Jamie R. DeMint, #74062
Robert W. Jones, #79000
P.O. Box 2800
Greenville, SC 29602
864/242-9008

Greenville, South Carolina

Attorneys for the Plaintiffs

JURY REQUEST

The Plaintiffs hereby respectfully requests a trial by jury.

PARHAM & SMITH, LLC



Dated: 10.20.11

Michael Parham, #4333

EXHIBIT D

FILE COPY

STATE OF SOUTH CAROLINA)

IN THE COURT OF COMMON PLEAS

COUNTY OF GREENVILLE)

CASE NO. 2011-CP-6967

John L. Bruce and Marilyn Bruce,)

Plaintiffs,)

DEFENDANT, ALLIANCE BIOMEDICAL
RESEARCH, LLC'S, ANSWER TO
PLAINTIFF'S COMPLAINT

vs.)

Greenville Pharmaceutical Research, Inc.)
and Alliance Biomedical Group,)

Defendants.)

2011 NOV 23 PM 3:20
FILED-CLERK OF COURT
GREENVILLE CO S C
PAUL B. WICKERSON

Defendant, Alliance Biomedical Research, LLC, in answer to Plaintiff's Complaint, would respectfully allege as follows:

FOR A FIRST DEFENSE TO ALL CAUSES OF ACTION

1. Defendant, Alliance Biomedical Research, LLC (hereinafter "Alliance"), lacks information or belief as to the allegations of Paragraph 1 of the Complaint, and therefore denies those allegations and demands strict proof thereof.

2. Paragraph 2 states legal conclusions, and therefore require no response from Defendant Alliance, but Defendant Alliance lacks information or belief as to the allegations of Paragraph 2 of the Complaint, and therefore denies those allegations and demands strict proof thereof.

3. Paragraph 3 states legal conclusions, and therefore require no response from Defendant Alliance, but Defendant Alliance lacks information or belief as to the allegations of Paragraph 3 of the Complaint, and therefore denies those allegations and demands strict proof thereof.

4. Paragraph 4 states legal conclusions, and therefore require no response from Defendant Alliance, but Defendant Alliance lacks information or belief as to the allegations of Paragraph 4 of the Complaint, and therefore denies those allegations and demands strict proof thereof.

5. Defendant Alliance denies the allegations of Paragraph 5.

6. Defendant, Alliance Biomedical Research, LLC, lacks information or belief as to the allegations of Paragraph 6 of the Complaint, and therefore denies those allegations and demands strict proof thereof.

7. Defendant, Alliance Biomedical Research, LLC, lacks information or belief as to the allegations of Paragraph 7 of the Complaint, and therefore denies those allegations and demands strict proof thereof.

8. Defendant, Alliance Biomedical Research, LLC, lacks information or belief as to the allegations of Paragraph 8 of the Complaint, and therefore denies those allegations and demands strict proof thereof.

9. Defendant, Alliance Biomedical Research, LLC, lacks information or belief as to the allegations of Paragraph 9 of the Complaint, and therefore denies those allegations and demands strict proof thereof.

10. Defendant, Alliance Biomedical Research, LLC, lacks information or belief as to the allegations of Paragraph 10 of the Complaint, and therefore denies those allegations and demands strict proof thereof.

11. Defendant, Alliance Biomedical Research, LLC, lacks information or belief as to the allegations of Paragraph 11 of the Complaint, and therefore denies those allegations and demands strict proof thereof.

12. Defendant, Alliance Biomedical Research, LLC, lacks information or belief as to the allegations of Paragraph 12 of the Complaint, and therefore denies those allegations and demands strict proof thereof.

13. Defendant, Alliance Biomedical Research, LLC, lacks information or belief as to the allegations of Paragraph 13 of the Complaint, and therefore denies those allegations and demands strict proof thereof.

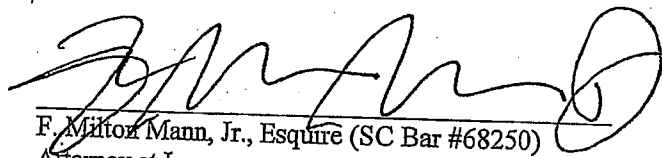
14. Defendant, Alliance Biomedical Research, LLC, lacks information or belief as to the allegations of Paragraph 14 of the Complaint, and therefore denies those allegations and demands strict proof thereof.

15. Defendant, Alliance Biomedical Research, LLC, lacks information or belief as to the allegations of Paragraph 15 of the Complaint, and therefore denies those allegations and demands strict proof thereof.

16. Defendant, Alliance Biomedical Research, LLC, lacks information or belief as to the allegations of Paragraph 16 of the Complaint, and therefore denies those allegations and demands strict proof thereof.

17. Paragraph 17 states legal conclusions, and therefore require no response from Defendant Alliance, but Defendant Alliance lacks information or belief as to the allegations of Paragraph 17 of the Complaint, and therefore denies those allegations and demands strict proof thereof.

18. Paragraph 18 states legal conclusions, and therefore require no response from Defendant Alliance, but Defendant Alliance lacks information or belief as to the allegations of Paragraph 18 of the Complaint, and therefore denies those allegations and demands strict proof thereof.



F. Milton Mann, Jr., Esquire (SC Bar #68250)

Attorney at Law

1089 Boiling Springs Road

Spartanburg, South Carolina 29303

(864) 208-0359(864)-208-0233 - fax

Milton.mann@gmail.com

November 22, 2011
Spartanburg, South Carolina

EXHIBIT E

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF GREENVILLE	)	
	)	CASE NO. 2011-CP-6967
	)	
John L. Bruce and Marilyn Bruce,	)	
	)	DEFENDANT, ALLIANCE BIOMEDICAL
Plaintiffs,	)	RESEARCH, LLC'S, ANSWER TO
	)	PLAINTIFF'S INTERROGATORIES
vs.	)	
	)	
Greenville Pharmaceutical Research, Inc.)	)	
and Alliance Biomedical Group,	)	
	)	
Defendants.	)	

TO: MICHAEL PARHAM, Attorney for Plaintiffs John L. Bruce and Marilyn Bruce:

Pursuant to Rule 33 of the South Carolina Rules of Civil Procedure, Defendant Alliance Biomedical Research, LLC, responds to Plaintiff's Interrogatories as follows:

I. RESERVATION OF RIGHTS

1. Responding to the Interrogatories, Defendant Alliance Biomedical Research, LLC does not waive any objections which may be appropriate either to (a) use by Defendant Alliance Biomedical Research, LLC of any Answer to these Interrogatories for any purpose or (b) the materiality of any of the Interrogatories to any issue in this case.
2. Defendant Alliance Biomedical Research, LLC specifically reserves all rights to objections which may otherwise be available to it and further states that no response should be deemed as an admission of relevancy, materiality or admissibility into evidence of any particular interrogatory or the response thereto. Defendant Alliance Biomedical Research, LLC further reserves the right to alter or amend its answers to be more accurate if other information becomes available to it at a subsequent time.
3. The answers herein are subject to the rights of Defendant Alliance Biomedical Research, LLC to object and not be bound at any time to a demand for further response to these or other interrogatories or other discovery procedures.

II. GENERAL OBJECTIONS

1. Defendant Alliance Biomedical Research, LLC objects to responding to any Interrogatory that seeks information which constitutes confidential attorney-client communications or which falls within the scope of the attorney-work-product doctrine.
2. Defendant Alliance Biomedical Research, LLC objects to responding to any Interrogatory that exceeds the scope and limits of discovery set forth in Rules 33 and 34 of the South Carolina Rules of Civil Procedure.

III. ANSWERS TO INTERROGATORIES

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 have been taken from the witnesses and indicate who has possession of such statements.

RESPONSE

As to Defendant Alliance Biomedical Research, LLC:

1. Gregory J. Feldman, M.D., 1089 Boiling Springs Road, Spartanburg, SC 29303. No written or recorded statement known to have been taken from this witness.
 2. Joseph A. Boscia, III, M.D., 1089 Boiling Springs Road, Spartanburg, SC 29303. No written or recorded statement known to have been taken from this witness.
 3. Anna M. Buice, CCRC, CLR-C, CPT, 1330 Boiling Springs Road, Suite 2100, Spartanburg, SC 29303. No written or recorded statement known to have been taken from this witness.
 4. Haley Williams, RRT, CCRC, 1005 Thompson Blvd., Union, SC 29379. No written or recorded statement known to have been taken from this witness.
 5. Steve Clemons, MSN, FNP-BC, NP-C, CCRC, 220 Roper Mountain Road Extension, Suite B, Greenville, SC 29615. No written or recorded statement known to have been taken from this witness.
2. Set forth a list of photographs, plats, sketches or other prepared documents in possession of the party that relate to the claim or the defense in the case.

RESPONSE

As to Defendant Alliance Biomedical Research, LLC, none.

3. Set forth the names and addresses of all insurance companies which have liability insurance coverage relating to the claim, and set forth the number or numbers of the policies involved and the amount or amounts of liability coverage provided in each policy.

RESPONSE

As to Defendant Alliance Biomedical Research, LLC, none.

4. For each person known to the Defendants or counsel to be a witness concerning the facts of the case, set forth either a summary sufficient to inform the other party of the important facts known to or observed by such witness, or provide a copy of any written or recorded statements taken from such witnesses.

RESPONSE

As to Defendant Alliance Biomedical Research, LLC:

1. Gregory J. Feldman, M.D., 1089 Boiling Springs Road, Spartanburg, SC 29303. No written or recorded statement known to have been taken from this witness. This witness, in his capacity as a Member of Alliance Biomedical Research, LLC, will testify to the facts, the services provided, and lack of oversight, interplay, or knowledge of Greenville Pharmaceutical Research's operations.
2. Joseph A. Boscia, III, M.D., 1089 Boiling Springs Road, Spartanburg, SC 29303. No written or recorded statement known to have been taken from this witness. This witness, in his capacity as a Member of Alliance Biomedical Research, LLC, will testify to the facts, the services provided, and lack of oversight, interplay, or knowledge of Greenville Pharmaceutical Research's operations.
3. Anna M. Buice, CCRC, CLR-C, CPT, 1330 Boiling Springs Road, Suite 2100, Spartanburg, SC 29303. No written or recorded statement known to have been taken from this witness. This witness, in her capacity as a Member of Alliance Biomedical Research, LLC, will testify to the facts, the services provided, and lack of oversight, interplay, or knowledge of Greenville Pharmaceutical Research's operations.
4. Haley Williams, RRT, CCRC, 1005 Thompson Blvd., Union, SC 29379. No written or recorded statement known to have been taken from this witness. This witness, in her capacity as a Member of Alliance Biomedical Research, LLC, will testify to the facts, the services provided, and lack of oversight, interplay, or knowledge of Greenville Pharmaceutical Research's operations.

5. Steve Clemons, MSN, FNP-BC, NP-C, CCRC, 220 Roper Mountain Road Extension, Suite B, Greenville, SC 29615. No written or recorded statement known to have been taken from this witness. This witness, in his capacity as a Member of Alliance Biomedical Research, LLC, will testify to the facts, the services provided, and lack of oversight, interplay, or knowledge of Greenville Pharmaceutical Research's operations.

5. Were any statements obtained by you, or in your behalf, from any person concerning any matter relating to this action?

If so, for each statement, state:

- a. The name, address and occupation of the person who made it.
- b. The name, address and occupation of the person who obtained it.
- c. The date and time it was obtained.
- d. Whether written, sound recorded or oral, and if written or sound recorded, the name and address of the person who has custody of it.

RESPONSE

As to Defendant Alliance Biomedical Research, LLC, no.

6. Give the title, author, date, volume and page, where appropriate, of any periodical, journal, text, paper, or other publication of any kind, to which the Defendants intend to refer, or about which the Defendants intend to ask any questions, during the examination or cross-examination of any witness at trial or during any deposition.

RESPONSE

As to Defendant Alliance Biomedical Research, LLC, none.

7. Please state the name and address of each expert witness who has been retained by you, or whom you intend to call at the trial of this case and render opinion testimony including, but not limited to the following information:
- a. The name of each such person and the issue about which he/she has an opinion (i.e. standard of care, causation, damages, etc.);
 - b. Each fact determined by and each opinion formed by each such person;

- c. The substance of the facts relied upon by each such person in arriving at his/her opinions;
- d. A summary of the grounds relied upon by each person in reaching his/her opinion.
- e. The date the expert was retained by you, if retained.
- f. The number of times the expert has been retained or consulted by any person or entity as a potential consultant and/or expert in a claim involving medical negligence.
- g. The names, addresses and phone numbers of all persons or entities who have either consulted with or retained said retained expert;
- h. A list of all cases which were filed in a Court in which the retained expert has either testified or been consulted in any manner, including the civil action number and full case caption;
- i. The hourly rate charged by said retained expert for the review of charts; for depositions; for video taped depositions and for trial testimony;
- j. The percentage of cases in which the retained expert has participated in any manner either formally or informally in a medical negligence claim whether or not in actual litigation when said consultation was on behalf of a plaintiff patient or his or her representative as opposed to the behalf of a defendant physician and/or hospital.
- k. State whether or not the retained expert has prepared any written document which contains any of his or her thoughts or opinions as to the matter which is the subject of this lawsuit.

RESPONSE

As to Defendant Alliance Biomedical Research, LLC, none.

- 8. Is it your understanding that any physician, nurse, or other medical person or administrative personnel in attendance during that period of time as outlined in Plaintiffs' Complaint deviated from acceptable standards of good practice in the performance of his or her duties with respect to the patient? If your answer is in the affirmative, state with respect to each such deviation the following:
 - a. Identify each person who deviated from acceptable standards of good practice.
 - b. Describe the nature of the deviation.

- c. State whether the deviation probably caused or contributed to the Plaintiffs' injuries or damages.
- d. Describe the manner in which the deviation was a cause or contributing factor in Plaintiffs' injuries or damages.
- e. If the deviation had not occurred, state whether the Plaintiffs would have most probably suffered injury or damages.

RESPONSE

Defendant Alliance Biomedical Research, LLC has no knowledge of Plaintiffs John L. Bruce and/or Marilyn Bruce.

9. Is it the contention of the Defendants that the Plaintiffs, by any act or omission caused or contributed to cause the alleged injury or damages? If your answer is in the affirmative, please state in detail each act or omission by the decedent which is contended to have caused or contributed to the cause of the alleged injury or damages.

RESPONSE

Defendant Alliance Biomedical Research, LLC has no knowledge of Plaintiffs John L. Bruce and/or Marilyn Bruce.

10. Please state the name, address and telephone number of each employee of the Defendants who is responsible for the surveillance cameras and/or audio recording devices used within any facility owned either by the Defendant or the Defendants and whether tapes, records, discs or electronic media are available for any area of any facility in which the Plaintiff was located during his housing, treatment or care.

RESPONSE

As to Defendant Alliance Biomedical Research, LLC, none.

11. Please state the corporate structure and interplay between Greenville Pharmaceutical Research, Inc. and Alliance Biomedical Group. In addition, please state the following:
- a. The names of the officers, managers, stakeholders and board of directors of Greenville Pharmaceutical Research, Inc. and Alliance Biomedical Group;
 - b. The duties and responsibilities of said officers, managers, stakeholders and board members for Greenville Pharmaceutical Research, Inc. and Alliance Biomedical Group;

- c. The purpose for which the company was founded or company mission statement for Greenville Pharmaceutical Research, Inc. and Alliance Biomedical Group;
- d. How Greenville Pharmaceutical Research, Inc. and Alliance Biomedical Group earn revenue;
- e. The accountant for Greenville Pharmaceutical Research, Inc. and Alliance Biomedical Group.

RESPONSE

Defendant Alliance Biomedical Research, LLC has knowledge that Defendant Greenville Pharmaceutical Research, Inc. is a South Carolina corporation, duly registered with the Secretary of State. Defendant Alliance Biomedical Research, LLC is a South Carolina limited liability company, duly registered with the Secretary of State. Neither entity has any ownership interest in the other. Defendant Greenville Pharmaceutical Research, Inc. provides no services to Defendant Alliance Biomedical Research, LLC. Defendant Alliance Biomedical Research, LLC provides no training or administrative management services to Defendant Greenville Pharmaceutical Research, Inc. Defendant Alliance Biomedical Research, LLC does provide legal services to Defendant Greenville Pharmaceutical Research, Inc.

- a. As to Defendant Alliance Biomedical Research, LLC, the Members are:
 - 1. Gregory J. Feldman, M.D.
 - 2. Joseph A. Boscia, III, M.D.
 - 3. Anna M. Buice, CCRC, CLR-C, CPT
 - 4. Haley Williams, RRT, CCRC
 - 5. Steve Clemons, MSN, FNP-BC, NP-C, CCRC
- b. As to Defendant Alliance Biomedical Research, LLC, none.
- c. Defendant Alliance Biomedical Research, LLC was founded to assist in the development of pharmaceutical research sites.
- d. Defendant Alliance Biomedical Research, LLC provides training and administrative management to Gwinnett Biomedical Research, LLC and Duluth Biomedical Research, LLC. In addition, Defendant Alliance Biomedical Research, LLC provides legal services.
- e. As to Defendant Alliance Biomedical Research, LLC, Lucia King.

12. Does either Greenville Pharmaceutical Research Inc. or Alliance Biomedical Group file Federal and State Income taxes? If so, please list the before and after tax profit for the corporate year of 2010 (the year Plaintiff was a participant in a COPD study) for each business.

RESPONSE

As to Defendant Alliance Biomedical Research, LLC, the 2010 Tax Return indicates that the Gross Profit is Two Hundred Seventy-Nine Thousand Five Hundred Twelve and 00/100 (\$279,512.00) Dollars. Further, the 2010 Tax Return indicates that the Ordinary Business Income is shown as a loss in the amount of Eleven Thousand Eight Hundred Seventy-Five and 00/100 (-11,875.00) Dollars.

13. Does either Greenville Pharmaceutical Research, Inc. or Alliance Biomedical Group receive and federal or state research grants? If so, please list the annual amount each business receives.

RESPONSE

As to Defendant Alliance Biomedical Research, LLC, no.

14. Does either Greenville Pharmaceutical Research, Inc. or Alliance Biomedical Group own any real estate? If so, please list the addresses of all parcels of property owned by each business.

RESPONSE

As to Defendant Alliance Biomedical Research, LLC, no.

15. Please state the financial institution that Greenville Pharmaceutical Research, Inc. and Alliance Biomedical Group perform their banking.

RESPONSE

As to Defendant Alliance Biomedical Research, LLC, Wells Fargo Bank.

16. Please list the names of the loan officer for Greenville Pharmaceutical Research, Inc. and Alliance Biomedical Group.

RESPONSE

As to Defendant Alliance Biomedical Research, LLC, Lisa Wilson.

17. Do you contend that a physician/patient relationship existed between John Bruce and Greenville Pharmaceutical Research, Inc.? If the response is in the negative, please explain why.

RESPONSE

Defendant Alliance Biomedical Research, LLC has no knowledge of Plaintiff John L. Bruce.

18. Do you contend that a physician/patient relationship existed between John Bruce and Alliance Biomedical Group? If the response is in the negative, please explain why.

RESPONSE

Defendant Alliance Biomedical Research, LLC has no knowledge of Plaintiff John L. Bruce and thus no physician/patient relationship, no business relationship, nor any relationship, in any form or fashion, existed between the Plaintiff John L. Bruce and Defendant Alliance Biomedical Research, LLC.

19. Please explain how reports of chest films ordered by Steve Clemons, FNP-BC, NP, are transmitted to Greenville Pharmaceutical Research, Inc.

RESPONSE

Defendant Alliance Biomedical Research, LLC has no knowledge.

20. Is there any mechanism by which a doctor or nurse at Greenville Pharmaceutical Research, Inc. can electronically view chest studies performed at North Hills Medical Center? If so, what is it and how is it operated?

RESPONSE

Defendant Alliance Biomedical Research, LLC has no knowledge.



F. Milton Mann, Jr., Esquire (SC Bar #68250)

Attorney at Law

1089 Boiling Springs Road

Spartanburg, South Carolina 29303

(864) 208-0359(864)-208-0233 - fax

Milton.mann@gmail.com

November 10, 2011
Spartanburg, South Carolina

EXHIBIT F

FILE COPY

STATE OF SOUTH CAROLINA)

IN THE COURT OF COMMON PLEAS

COUNTY OF GREENVILLE)

CASE NO. 2011-CP-6967

John L. Bruce and Marilyn Bruce,)

Plaintiffs,)

vs.)

Greenville Pharmaceutical Research, Inc.)
and Alliance Biomedical Group,)

Defendants.)

DEFENDANT, ALLIANCE BIOMEDICAL
RESEARCH, LLC'S, ANSWER TO
PLAINTIFF'S REQUESTS FOR PRODUCTION
OF DOCUMENTS

TO: MICHAEL PARHAM, Attorney for Plaintiffs John L. Bruce and Marilyn Bruce:

Defendant Alliance Biomedical Research, LLC hereby responds to Plaintiff's Request for
Production of Documents as follows:

I. RESERVATION OF RIGHTS

1. Responding to the Request for Production of Documents, Defendant Alliance Biomedical Research, LLC does not waive any objections which may be appropriate either to (a) use by Defendant Alliance Biomedical Research, LLC of any document produced for any purpose or (b) the materiality of any of the Request for Production of Documents to any such issue in the case.

2. Defendant Alliance Biomedical Research, LLC specifically reserves all rights to objections which may otherwise be available to it and further states that no response should be deemed as an admission of relevancy, materiality or admissibility into evidence of any particular request or the response thereto. Defendant Alliance Biomedical Research, LLC further reserves

the right to alter or amend its answers to be more accurate if other information becomes available to it at a subsequent time.

3. The answers herein are subject to the rights of Defendant Alliance Biomedical Research, LLC to object and not be bound at any time to a demand for a further purpose to these or other requests or other discovery procedures.

II. GENERAL OBJECTIONS

1. Defendant Alliance Biomedical Research, LLC objects to said Requests to Produce to the extent they seek documents or other tangible things prepared in anticipation of litigation or trial by or for Defendant Alliance Biomedical Research, LLC or Defendant Alliance Biomedical Research, LLC's representatives.

2. Defendant Alliance Biomedical Research, LLC objects to said Requests to Produce to the extent they seek information covered by an attorney/client privilege or other privilege as provided by law.

3. Defendant Alliance Biomedical Research, LLC objects to said Request to Produce to the extent they seek disclosure of mental impressions, conclusions, opinions, and legal theories of Defendant Alliance Biomedical Research, LLC or Defendant Alliance Biomedical Research, LLC's attorney's or other representative concerning this litigation.

Subject to the foregoing objections, which are hereby incorporated into each and every response below, Defendant Alliance Biomedical Research, LLC hereby responds to the first requests to produce as follows:

III. ANSWERS TO REQUESTS FOR PRODUCTION

1. Medical reports as to treatment, diagnosis and prognosis.

RESPONSE

As to Defendant Alliance Biomedical Research, LLC, none.

2. All hospital records including all nurses notes.

RESPONSE

As to Defendant Alliance Biomedical Research, LLC, none.

3. Reports and all notes of all medical procedures whether surgical or otherwise.

RESPONSE

As to Defendant Alliance Biomedical Research, LLC, none.

4. Complete office record including all correspondence contained in the patient's chart.

RESPONSE

As to Defendant Alliance Biomedical Research, LLC, none.

5. The patient's entire chart.

RESPONSE

As to Defendant Alliance Biomedical Research, LLC, none.

6. Laboratory reports.

RESPONSE

As to Defendant Alliance Biomedical Research, LLC, none.

7. Itemized bill for services to patient.

RESPONSE

As to Defendant Alliance Biomedical Research, LLC, none.

8. All images of the patient or any part of his body.

RESPONSE

As to Defendant Alliance Biomedical Research, LLC, none.

9. Any photographs, plats, sketches or other prepared documents in your possession that relate to the claim or defense of the case.

RESPONSE

As to Defendant Alliance Biomedical Research, LLC, none.

10. A copy of all policies from all insurance companies which have liability insurance coverage relating to the claim and all endorsements or attachments thereto.

RESPONSE

As to Defendant Alliance Biomedical Research, LLC, none.

11. All written or recorded statements which have been taken from witnesses with regard to the facts and circumstances of the case as outlined in Plaintiffs' Complaint.

RESPONSE

As to Defendant Alliance Biomedical Research, LLC, none.

12. All written and/or recorded investigative reports which have been prepared concerning the facts of the case as outlined in Plaintiffs' Complaint.

RESPONSE

As to Defendant Alliance Biomedical Research, LLC, none.

13. All medical articles, texts, treatises, or book chapters or other works which you regard as reasonably reliable on the subject of the diagnosis and treatment of the disease and/or illness or procedures which form the basis of Plaintiffs' Complaint.

RESPONSE

As to Defendant Alliance Biomedical Research, LLC, none.

14. All incident and/or occurrence reports.

RESPONSE

As to Defendant Alliance Biomedical Research, LLC, none.

15. All requests for consultation.

RESPONSE

As to Defendant Alliance Biomedical Research, LLC, none.

16. All reports issued by any consulted physician or healthcare provider and any member of his/her staff.

RESPONSE

As to Defendant Alliance Biomedical Research, LLC, none.

17. All articles of incorporation or organization of any corporate entity named in Plaintiffs' Complaint and minutes of all corporate or organization meetings.

RESPONSE

As to Defendant Alliance Biomedical Research, LLC, South Carolina Secretary of State Business Filing Showing Good Standing, Certificate of Existence, Articles of Organization and Operating Agreement of Alliance Biomedical Research, LLC.

18. All invoices or bills received from North Hills Medical Center pertaining to John Bruce.

RESPONSE

As to Defendant Alliance Biomedical Research, LLC, none.

19. All correspondence between Greenville Pharmaceutical Research, Inc. And North Hills Medical Center pertaining to John Bruce.

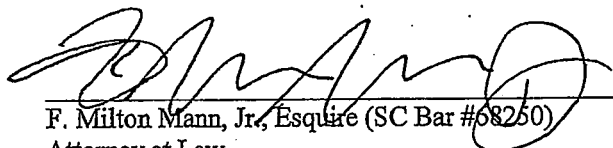
RESPONSE

As to Defendant Alliance Biomedical Research, LLC, none.

20. All surveillance video or audio recording media stored in any fashion which touches or concerns the Plaintiffs.

RESPONSE

As to Defendant Alliance Biomedical Research, LLC, none.



F. Milton Mann, Jr., Esquire (SC Bar #68250)

Attorney at Law

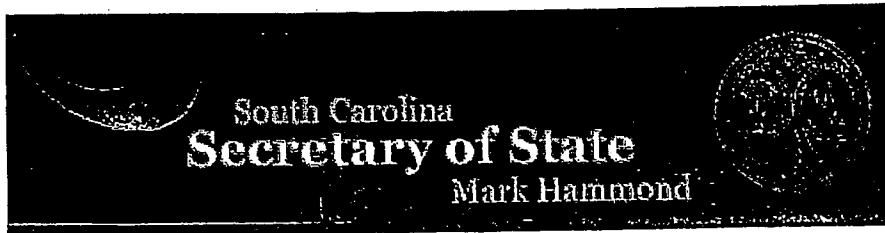
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Spartanburg, South Carolina 29303

(864) 208-0359(864)-208-0233 - fax

Milton.mann@gmail.com

November 14, 2011
Spartanburg, South Carolina



ALLIANCE BIOMEDICAL RESEARCH, LLC

*Note: This online database was last updated on 11/13/2011 6:01:31 PM.
See our Disclaimer.*

DOMESTIC / FOREIGN:	Domestic
STATUS:	Good Standing
STATE OF INCORPORATION	SOUTH CAROLINA
/ ORGANIZATION:	Profit

REGISTERED AGENT INFORMATION

REGISTERED AGENT NAME:	ANNA BUICE
ADDRESS:	1330 BOILING SPRINGS RD STE 1500
CITY:	SPARTANBURG
STATE:	SC
ZIP:	29303
SECOND ADDRESS:	
FILE DATE:	05/21/2007
EFFECTIVE DATE:	05/21/2007
DISSOLVED DATE:	//

Corporation History Records

CODE	FILE DATE	COMMENT	Document
Domestic LLC	05/21/2007	AT WILL	

Disclaimer: The South Carolina Secretary of State's Business Filings database is provided as a convenience to our customers to research information on business entities filed with our office. Updates are uploaded every 48 hours. Users are advised that the Secretary of State, the State of South Carolina or any agency, officer or employee of the State of South Carolina does not guarantee the accuracy, reliability or timeliness of such information, as it is the responsibility of the business entity to inform the Secretary of State of any updated information. While every effort is made to insure the reliability of this information, portions may be incorrect or not current. Any person or entity who relies on information obtained from this database does so at his own risk.

Physical Address: Edgar Brown Building - 1205 Pendleton Street Suite 525 Columbia, SC 29201
Mailing Address: SC Secretary of State's Office 1205 Pendleton Street Suite 525 Columbia, SC 29201

The State of South Carolina



Office of Secretary of State Mark Hammond

Certificate of Existence

I, Mark Hammond, Secretary of State of South Carolina Hereby certify that:

ALLIANCE BIOMEDICAL RESEARCH, LLC, A Limited Liability Company duly organized under the laws of the State of South Carolina on May 21st, 2007, with a duration that is at will, has as of this date filed all reports due this office, including its most recent annual report as required by section 33-44-211, paid all fees, taxes and penalties owed to the Secretary of State, that the Secretary of State has not mailed notice to the company that it is subject to being dissolved by administrative action pursuant to section 33-44-809 of the South Carolina Code, and that the company has not filed articles of termination as of the date hereof.

Given under my Hand and the Great
Seal of the State of South Carolina this
21st day of May, 2007.

Mark Hammond

Mark Hammond, Secretary of State

STATE OF SOUTH CAROLINA
SECRETARY OF STATE

MAY 21 2007

ARTICLES OF ORGANIZATION
LIMITED LIABILITY COMPANY

Mark Hammond
SECRETARY OF STATE OF SOUTH CAROLINA

TYPE OR PRINT CLEARLY IN BLACK INK

The undersigned delivers the following articles of organization to form a South Carolina limited liability company pursuant to Sections 33-44-202 and 33-44-203 of the 1976 South Carolina Code of Laws, as amended.

1. The name of the limited liability company which complies with Section 33-44-105 of the South Carolina Code of 1976, as amended is Alliance Biomedical Research, LLC

2. The address of the initial designated office of the Limited Liability Company in South Carolina is
1330 Boiling Springs Road, Suite 1500

Street Address

Spartanburg

29303

City

Zip Code

3. The initial agent for service of process of the Limited Liability Company is

Anna Buice

Name

Anna Buice
Signature

and the street address in South Carolina for this initial agent for service of process is

1330 Boiling Springs Road, Suite 1500

Street Address

Spartanburg

29303

City

Zip Code

4. The name and address of each organizer is

(a)

Anna Buice

Name

1330 Boiling Springs Road, Suite 1500

Street Address

Spartanburg

City

South Carolina

State

29303

Zip Code

(b)

Name

Street Address

City

State

Zip Code

(Add additional lines if necessary)

5. ☐ Check this box only if the company is to be a term company. If so, provide the term specified:

070521-0095

FILED: 05/21/2007

ALLIANCE BIOMEDICAL RESEARCH, LLC

Filing Fee: \$110.00 ORIG



Mark Hammond

South Carolina Secretary of State

6. ☐ Check this box only if management of the limited liability company is vested in a manager or managers. If this company is to be managed by managers, specify the name and address of each initial manager:

(a) _____
Name

Street Address City

State Zip Code

(b) _____
Name

Street Address City

State Zip Code

(c) _____
Name

Street Address City

State Zip Code

(d) _____
Name

Street Address City

State Zip Code

(Add additional lines if necessary)

7. ☐ Check this box only if one or more of the members of the company are to be liable for its debts and obligations under section 33-44-303(c). If one or more members are so liable, specify which members, and for which debts, obligations or liabilities such members are liable in their capacity as members.

8. Unless a delayed effective date is specified, these articles will be effective when endorsed for filing by the Secretary of State. Specify any delayed effective date and time:
9. Set forth any other provisions not inconsistent with law which the organizers determine to include, including any provisions that are required or are permitted to be set forth in the limited liability company operating agreement.
10. Signature of each organizer
- Anne Bruin
- Date 5/17/07
- (Add Additional lines if necessary)

FILING INSTRUCTIONS

1. File two copies of this form, the original and either a duplicate original or a conformed copy.
2. If space on this form is not sufficient, please attach additional sheets containing a reference to the appropriate paragraph in this form, or prepare this using a computer disk which will allow for expansion of the space on the form.
3. This form must be accompanied by the filing fee of \$110.00 payable to the Secretary of State.

Return to: Secretary of State
P.O. Box 11350
Columbia, SC 29211

NOTE

THE FILING OF THIS DOCUMENT DOES NOT, IN AND OF ITSELF, PROVIDE AN EXCLUSIVE RIGHT TO USE THIS CORPORATE NAME ON OR IN CONNECTION WITH ANY PRODUCT OR SERVICE. USE OF A NAME AS A TRADEMARK OR SERVICE MARK WILL REQUIRE FURTHER CLEARANCE AND REGISTRATION AND BE AFFECTED BY PRIOR USE OF THE MARK. FOR MORE INFORMATION, CONTACT THE TRADEMARKS DIVISION OF THE SECRETARY OF STATE'S OFFICE AT (803) 734-1728.

Form Revised by South Carolina
Secretary of State, January 2000

**OPERATING AGREEMENT
OF
ALLIANCE BIOMEDICAL RESEARCH, LLC**

The Members Agree As Follows:

THIS OPERATING AGREEMENT ("Agreement" or "Operating Agreement") for ALLIANCE BIOMEDICAL RESEARCH, LLC, a South Carolina limited liability company ("Company"), is hereby adopted and agreed to as of _____, 2008, by all the members of the Company. The initial members of this Company are:

Gregory J. Feldman; M.D.
Joseph A. Boscia, III, M.D.
Anna M. Buice, CCR, CLR-C, CPT
Steven L. Clemons, RN, BSN, CCRC
Haley N. Williams, RRT, CCRC

SECTION 1 - ORGANIZATION OF THE COMPANY

1.1 Formation. The Company has been organized as a South Carolina Limited Liability Company by filing Articles of Organization with the South Carolina Secretary of State.

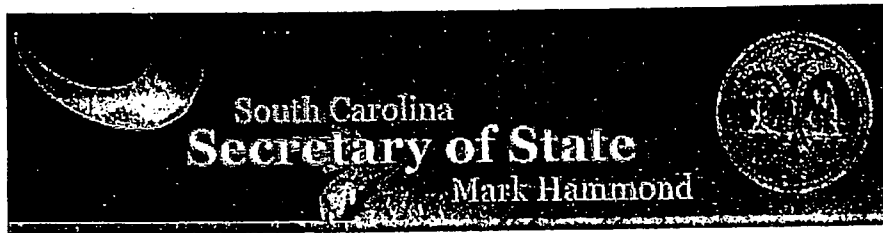
1.2 Name. The name of the Company is ALLIANCE BIOMEDICAL RESEARCH, LLC, and the Company shall conduct its business in this name.

1.3 Registered Office and Agent. The Company's initial office and agent are specified in the Articles of Organization. If the members elect to change either the office or agent (or if the agent resigns), the members agree that they will promptly file the name of the new agent or office with the Secretary of State.

1.4 Designated Office. Section 33-44-108(a)(1) requires the Company to also maintain a designated office in South Carolina. The Company agrees as is required by §33-44-109 to notify the Secretary of State of any change of this office. The street address of the Company's initial designated office in South Carolina is:

1089 Boiling Springs Rd.
Spartanburg, SC 29303

1.5 Term. The Articles of Organization provide that this Company shall not terminate. The Company may terminate at any date if all the members so agree.

**ALLIANCE BIOMEDICAL RESEARCH, LLC**

Note: This online database was last updated on 11/13/2011 6:01:31 PM.
See our Disclaimer.

DOMESTIC / FOREIGN:	Domestic
STATUS:	Good Standing
STATE OF INCORPORATION	SOUTH CAROLINA
/ ORGANIZATION:	Profit

REGISTERED AGENT INFORMATION

REGISTERED AGENT NAME:	ANNA BUICE
ADDRESS:	1330 BOILING SPRINGS RD STE 1500
CITY:	SPARTANBURG
STATE:	SC
ZIP:	29303
SECOND ADDRESS:	
FILE DATE:	05/21/2007
EFFECTIVE DATE:	05/21/2007
DISSOLVED DATE:	//

Corporation History Records

CODE	FILE DATE	COMMENT	Document
Domestic LLC	05/21/2007	AT WILL	

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Mailing Address: SC Secretary of State's Office 1205 Pendleton Street Suite 525 Columbia, SC 29201

The State of South Carolina



Office of Secretary of State Mark Hammond

Certificate of Existence

I, Mark Hammond, Secretary of State of South Carolina Hereby certify that:

ALLIANCE BIOMEDICAL RESEARCH, LLC, A Limited Liability Company duly organized under the laws of the State of South Carolina on May 21st, 2007, with a duration that is at will, has as of this date filed all reports due this office, including its most recent annual report as required by section 33-44-211, paid all fees, taxes and penalties owed to the Secretary of State, that the Secretary of State has not mailed notice to the company that it is subject to being dissolved by administrative action pursuant to section 33-44-809 of the South Carolina Code, and that the company has not filed articles of termination as of the date hereof.

Given under my Hand and the Great
Seal of the State of South Carolina this
21st day of May, 2007.

A handwritten signature in cursive script that reads "Mark Hammond".

Mark Hammond, Secretary of State

STATE OF SOUTH CAROLINA
SECRETARY OF STATE

MAY 21 2007

ARTICLES OF ORGANIZATION
LIMITED LIABILITY COMPANY

Mark Hammond
SECRETARY OF STATE OF SOUTH CAROLINA

TYPE OR PRINT CLEARLY IN BLACK INK

The undersigned delivers the following articles of organization to form a South Carolina limited liability company pursuant to Sections 33-44-202 and 33-44-203 of the 1976 South Carolina Code of Laws, as amended.

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29303

City

Zip Code

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Anna Buice

Name

Anna Buice
Signature

and the street address in South Carolina for this initial agent for service of process is

1330 Boiling Springs Road, Suite 1500

Street Address

Spartanburg

29303

City

Zip Code

4. The name and address of each organizer is

(a) Anna Buice

Name

1330 Boiling Springs Road, Suite 1500

Street Address

Spartanburg

City

South Carolina

State

29303

Zip Code

(b)

Name

Street Address

City

State

Zip Code

(Add additional lines if necessary)

5. ☐ Check this box only if the company is to be a term company. If so, provide the term specified:

070521-0095

FILED: 05/21/2007

ALLIANCE BIOMEDICAL RESEARCH, LLC

Filing Fee: \$110.00 ORIG



Mark Hammond

South Carolina Secretary of State

6. ☐ Check this box only if management of the limited liability company is vested in a manager or managers. If this company is to be managed by managers, specify the name and address of each initial manager:

(a) _____
Name

Street Address City

State Zip Code

(b) _____
Name

Street Address City

State Zip Code

(c) _____
Name

Street Address City

State Zip Code

(d) _____
Name

Street Address City

State Zip Code

(Add additional lines if necessary)

7. ☐ Check this box only if one or more of the members of the company are to be liable for its debts and obligations under section 33-44-303(c). If one or more members are so liable, specify which members, and for which debts, obligations or liabilities such members are liable in their capacity as members.

8. Unless a delayed effective date is specified, these articles will be effective when endorsed for filing by the Secretary of State. Specify any delayed effective date and time:
- _____
9. Set forth any other provisions not inconsistent with law which the organizers determine to include, including any provisions that are required or are permitted to be set forth in the limited liability company operating agreement.
10. Signature of each organizer
- Anne Bruin
- _____
- (Add Additional lines if necessary)
- Date 5/17/07

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1. File two copies of this form, the original and either a duplicate original or a conformed copy.
2. If space on this form is not sufficient, please attach additional sheets containing a reference to the appropriate paragraph in this form, or prepare this using a computer disk which will allow for expansion of the space on the form.
3. This form must be accompanied by the filing fee of \$110.00 payable to the Secretary of State.

Return to: Secretary of State
P.O. Box 11350
Columbia, SC 29211

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Form Revised by South Carolina
Secretary of State, January 2000

**OPERATING AGREEMENT
OF
ALLIANCE BIOMEDICAL RESEARCH, LLC**

The Members Agree As Follows:

THIS OPERATING AGREEMENT ("Agreement" or "Operating Agreement") for ALLIANCE BIOMEDICAL RESEARCH, LLC, a South Carolina limited liability company ("Company"), is hereby adopted and agreed to as of _____, 2008, by all the members of the Company. The initial members of this Company are:

Gregory J. Feldman, M.D.
Joseph A. Boscia, III, M.D.
Anna M. Buice, CCR, CLR-C, CPT
Steven L. Clemons, RN, BSN, CCRC
Haley N. Williams, RRT, CCRC

SECTION 1 - ORGANIZATION OF THE COMPANY

1.1 Formation. The Company has been organized as a South Carolina Limited Liability Company by filing Articles of Organization with the South Carolina Secretary of State.

1.2 Name. The name of the Company is ALLIANCE BIOMEDICAL RESEARCH, LLC, and the Company shall conduct its business in this name.

1.3 Registered Office and Agent. The Company's initial office and agent are specified in the Articles of Organization. If the members elect to change either the office or agent (or if the agent resigns), the members agree that they will promptly file the name of the new agent or office with the Secretary of State.

1.4 Designated Office. Section 33-44-108(a)(1) requires the Company to also maintain a designated office in South Carolina. The Company agrees as is required by §33-44-109 to notify the Secretary of State of any change of this office. The street address of the Company's initial designated office in South Carolina is:

1089 Boiling Springs Rd.
Spartanburg, SC 29303

1.5 Term. The Articles of Organization provide that this Company shall not terminate. The Company may terminate at any date if all the members so agree.

1.6 Purpose. The purpose of this Company shall be biomedical research, invest in any investments deemed acceptable to the Members, and to engage in any other lawful business.

1.7 Membership Interest. The term "Membership Interest" shall mean any Member's interest in the Company, including, without limitation, rights to distributions (liquidating or otherwise), allocations, information, and to consent or approve.

SECTION II - MEMBERS

2.1 Rights of Members. Each member has the right to:

- a. share in Profits and Losses (in accordance with §6.1);
- b. share in distributions (in accordance with §6.4);
- c. vote and manage the Company (in accordance with §3);
- d. inspect Company records and receive information (in accordance with §9.1 & §9.2);

2.2 Admission of New Members by Vote of the Members. Additional members may be admitted into the Company only after all of the members vote to approve the new admission. The admission vote shall specify (1) the share of Profits and Losses which shall be allocated to the new member, (2) the capital being contributed by the member, and (3) its value. The vote shall also specify in accordance with the terms of this Agreement (4) the manner in which the Profits and Losses will be shared among the members after the admission of the new member. Unless otherwise agreed to by the members, no additional member may be admitted without the prior written approval of the Company's tax advisor that such admission complies with the requirements for maintaining substantial economic effect as is defined and provided for in Treas. Reg. §1.704 and that all of the provisions of this Agreement have been met, including the provisions in Exhibits B and C.

2.3 Member May Substitute Another Person in His or Her Place as a Member. A member may substitute another person for himself as the member only after all of the members vote to approve the substitution. Upon such approval, the substituted member shall become a member when the person's admission is reflected upon the records of this Company. The substitution of a member is not deemed to be an event of dissociation of the Company and the Company shall not dissolve. The capital account of the substituted member shall be identical with the capital account of the transferring, former member. If a member attempts to transfer all of his or her rights (or only his or her rights to vote and manage) in the Company to another person without the above required vote, such act is void *ab initio*. The member attempting the transfer remains the member and the purported substitute obtains no rights whatsoever.

2.4 Assignment of Financial Rights of a Member. A member may voluntarily assign or pledge his or her distributional interest (his or her financial rights) to another person or entity only after all of the members vote to approve the assignment or pledge. The assignment or pledge of such distributional interest is effective as to the Company when reflected upon the books and records of the Company. An assignment or pledge of all or any portion of a member's distributional interest is not deemed an event of dissociation and the Company shall not dissolve. An assignee or pledgee does not become a substituted member unless the procedures and requirements of §2.3 have been specifically complied with. If a member attempts to pledge or assign any or all of his or her financial rights in the Company to another person without the above required vote, such act is void *ab initio*. The member attempting an assignment or pledge retains all such rights and the purported assignee or pledgee obtains no rights whatsoever.

SECTION III - MANAGEMENT AND CONTROL OF THE COMPANY

3.1 Management by Members. The members of this Company shall have the full power and authority to manage the affairs of the Company, to make all decisions, and to take all actions for the Company.

3.2 Votes of Members. Each member of this Company shall vote in accord with his or her percentage Membership Interest in the Company. All votes may be cast on each action to be taken. Initial Membership Interests shall be in proportion to initial capital contributions and shall adjust with the adjustment of the members' capital accounts.

3.3 Place of Meeting. All meetings of the members shall be held at the principal office of the Company. Members may participate in such meetings by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participate in a meeting as provided here shall constitute presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

3.4 Conduct of Meetings. All meetings of members shall be presided over by a chairman who shall be selected annually by a majority vote. The chairman shall determine the order of business and the procedure at the meeting, including such regulation of the manner of voting and the conduct of discussion.

3.5 Special Meetings. Special membership meetings may be held at any time upon the call of all members of the Company. The members calling the meeting shall state the purpose(s) and the matters proposed to be acted upon.

3.6 Notice of Meetings. Notice of any special meeting shall be given by either oral or written notice at least 10 days prior to the meeting by any member desiring that the meeting be held.

3.7 Quorum. A quorum for all meetings shall require the presence, in person, of all of the members.

3.8 Required Vote & Type of Vote. Action by the following required votes may be approved at either, (1) a duly called and constituted meeting, (2) written consent, or (3) through informal approvals.

[a] Ordinary actions. For any ordinary action to be taken, members holding a majority of votes must vote in favor of such action. "Ordinary actions" are all actions of the Company except those specified as "unanimous actions" in this section or which other provisions of this Agreement require a greater vote.

[b] Unanimous actions. The unanimous consent of all members is required to:

- (1) Amend this Agreement or the Articles of Organization.
- (2) Voluntarily dissolve the Company.
- (3) Require or permit the contribution of additional capital by members.
- (4) Merge with another limited liability company or other entity.
- (5) Approve an action that otherwise would violate the duty of loyalty.
- (6) Compromise a member's obligation to make a contribution.
- (7) Compromise a member's obligation to return funds to the Company.
- (8) Make interim distributions.
- (9) Admit a new member, including a substitution.
- (10) Transfer of any portion of a member's financial interest.
- (11) Use Company assets to pay off a charging order.
- (12) Waive the right to windup and terminate the Company's business.
- (13) Sell all, or substantially all of the Company's property.

[c] Contrary Provisions in Agreement. If any other provisions of this Agreement impose a specifically different vote requirement (see, e.g. §4.5), such specific section shall be controlling.

3.9 Action by Consent. Actions which may be taken at a meeting of the members, may be taken without a meeting by written consent signed by members holding the required number of votes to approve the action. Such written consents shall be retained in the permanent records of the Company and shall have the same force and effect as action taken at a meeting.

3.10 Checks, Notes, Etc. All checks, drafts or other orders for payment of money, notes or other evidences of indebtedness issued in the name of or payable to the Company shall be signed or endorsed by any member who has been duly authorized to do so by the members.

3.11 Transfer of Real Property. Members owning all membership interests of this Company must vote to approve any transfer of any of the real property of the Company. Any unauthorized transfer shall subject the transferee member to liability for all damages arising therefrom, including the payment of the nontransferring members' legal fees, costs and related expenses in enforcing this provision if such members prevail in any action at law or in equity to enforce the rights granted under this provision.

3.12 Certified Minutes. An action for which a certificate is issued by a majority of the current members shall be conclusive in favor of the recipient that the Company properly authorized and is bound by the certified act. Certified action of this Company may be evidenced through a writing satisfying the following requirements. The certification shall (a) specify which current members are authorized to take, or perform the action approved by the membership; (b) identify the number of current members; (c) state the vote required to authorize the transaction and the actual vote cast; (d) list the date the action was taken; (e) set forth the exact language of the resolution adopted by the Company; (f) confirm that the Company is not dissolved and that the resolution does not involve the sale of substantially all of the Company's assets; (g) certify that the action authorized by the resolution is allowed under the Company's current operating agreement; and (h) be signed by a majority of the current members, who shall verify their status and that the above information is true.

SECTION IV - FIDUCIARY DUTIES OF MEMBERS

4.1 Reasonable Devotion of Time to Company Duties. Each member shall be required to devote a reasonable amount of time to the affairs of this Company, in accordance with the needs required by the affairs of the Company; or such lesser period of time as determined from time-to-time by the members.

4.2 Duty of Care. A member's duty of care to the Company and the other members in the conduct of and winding up of the Company's business is limited to refraining from engaging in grossly negligent, or reckless conduct, intentional misconduct, or a knowing violation of law. Even with the unanimous written consent of all the members, this duty of care may not be unreasonably be reduced.

4.3 Duty of Loyalty, Including a Duty Not to Compete.

[a] While a member. A member's duty of loyalty to the Company and its other members is limited to the following:

- (1) to account to the Company and to hold as trustee for it any property, profit, or benefit derived by the member in the conduct or winding up of the Company's business or derived from a use by the member of the Company's property, including the appropriation of a Company's opportunity;
- (2) to refrain from dealing with the Company in the conduct or winding up of the Company's business as or on behalf of a party having an interest adverse to the Company; and
- (3) to refrain from competing with the Company in the conduct of the Company's business before the dissolution of the Company; provided, however, that this duty shall not interfere with each member's right to invest in real property apart from this Company.

Provided however, the members may by unanimous vote amend this Agreement which amendment shall:

- (i) identify specific types or categories of activities that do not violate the duty of loyalty, if not manifestly unreasonable; and
- (ii) specify the number or percentage of members that may authorize or ratify, after full disclosure of all material facts, a specific act or transaction that otherwise would violate the duty of loyalty.

[b] After dissociation. Upon a member's dissociation from the Company, his or her duty not to compete with the Company terminates. However his or her duty of care as provided in §4.2, his or her duty to account for any benefit derived from Company property, and his or her duty not to deal as a party adverse to the Company, as specified in subsection (a), paragraphs (1) and (2) of this §4.3, continue only with regard to matters arising and events occurring before the member's dissociation, unless the member participates in winding up the Company's business pursuant to §33-44-803 of the South Carolina Code.

4.4 Duty of Good Faith and Fair Dealing. A member shall discharge the duties to the Company and the other members imposed under Title 33, Chapter 44 of the South Carolina Code, or under this Agreement and exercise any rights consistently with the obligation of good faith and fair dealing. This Agreement may not eliminate the obligation of good faith and fair dealing, but it may determine the standard by which the performance of the obligation is to be measured, if the standards are not manifestly unreasonable.

4.5 Self-Dealing by Members. Before the Company enters into any agreement to purchase property from, sell property to, or otherwise deal with any member, acting on his or her own behalf, or any corporation, partnership, or other entity of which the member (or spouse or lineal descendant or ancestor of the member) is a director, shareholder, owner, partner, or employee, a majority of the disinterested members shall approve the transaction. The approval shall only be after full disclosure by such member to the disinterested members of his or her interest in the other contracting party and all of the proposed terms of the transaction. Provided further, that all such transactions shall be made on terms and conditions which are no less favorable to the Company than if the sale, purchase, or other transaction had been entered into with an independent third party.

4.6 Indemnification of Members. The Company shall reimburse a member for payments made and indemnify a member for liabilities incurred by the member in the ordinary course of the business of the Company or for the preservation of its business or property.

SECTION V - CAPITAL CONTRIBUTIONS AND LOANS

5.1 Additional Contributions. No member shall be required or permitted to make any capital contribution without the prior written vote or consent of all members. However, failure to make such agreed-upon contributions, whether the member voted for or against the contribution, shall result in a reduction of the member's share of Company Membership Interests and the Member's capital account and share of profits and losses of the Company, all in accord with the terms of this Agreement. The intent of the parties is to maintain ownership and distributional rights in accordance with the members' respective capital contributions. If a member fails to make an additional required capital contribution and the Company acquires additional debt or refinances existing debt subsequent to the capital call, then the Membership Interest, capital account and share of profits and losses of the non-contributing member shall not be adjusted for such items.

5.2 Capital Accounts. The Company shall establish and maintain capital accounts for each member and assignee in accordance with Treas. Reg. §1.704-1(b)(2)(iv). Each member's (and assignee's) capital account shall be increased by:

- (i) the amount of any money actually contributed by the member to the capital of the Company;
- (ii) the Gross Asset Value of any property contributed by the member, as determined by the Company and the contributing member at arm's length at the time of the contribution;
- (iii) the member's share of Net Profits (including any separately allocated items of income or gain pursuant to §6.2); and
- (iv) the amount of any Company liabilities that are assumed by such member within the meaning of Treas. Reg. §1.704-1(b)(2)(iv)(c).
- (v) Provided however, the principal amount of a promissory note which is not readily traded on an established securities market and which is contributed to the Company by the maker of the note (or a member related to the maker of the note within the meaning of Treas. Reg. §1.704-1(b)(2)(ii)(c)) shall not be included in the capital account of any member until the Company makes a taxable disposition of the note or until (and to the extent) principal payments are made on the note, all in accordance with Treas. Reg. §1.704-1(b)(2)(iv)(d)(2).

Each member's (and assignee's) capital account shall be decreased by:

- (i) the amount of money actually distributed by the Company to the member;
- (ii) the Gross Asset Value of any property distributed to the member, (as determined by the Company and the member at arm's length at the time of distribution);
- (iii) the member's share of Net Losses (including any separately allocated items of deduction or loss pursuant to §6.2); and
- (iv) the amount of any liabilities of such member that are assumed by the Company within the meaning of Treas. Reg. §1.704-1(b)(2)(iv)(c).

In determining the amount of any liability for purposes of this §5.2 there shall be taken into account IRC §752(c) and any other applicable provision of the Internal Revenue Code and its Regulations. In the event the Gross Asset Values of the Company assets are adjusted pursuant to the definition of Gross Asset Values in Exhibit "B" of this Agreement, the Capital accounts of all members (and assignees) shall be adjusted simultaneously to reflect the aggregate adjustments as if the Company recognized gain or loss equal to the amount of such aggregate adjustment.

This provision requiring the maintenance of capital accounts is intended, and shall be construed, and, if necessary, modified, to cause the allocations of profits, losses, income, gain and credit pursuant to §6 to have substantial economic effect under the IRC regulations promulgated under §704(b) IRC. This paragraph shall be applied in conjunction with §6.2 below, but nothing in this Agreement shall be construed as creating a deficit restoration obligation.

5.3 Loans By Members to the Company. Upon the request and approval by the members, any member may loan funds to the Company. Such loan shall be on terms as determined by the members of the Company, but shall bear interest of no more than the *Wall Street Journal* prime rate as quoted in the money rates section of the *Wall Street Journal* on the date which the loan is closed, which is also the base rate on corporate loans at large United States money center commercial banks, from time to time as its prime commercial or similar reference interest rate.

5.4 Tax Matters Partner. Gregory J. Feldman, M.D. is designated the tax matters member of the Company. The term "tax matters member" shall be analogous to the term "tax matters partner", as such term is defined in §6231(a)(7) of the IRC. The Company may designate a new tax matters member from time to time.

SECTION VI - SHARING PROFITS, DISTRIBUTIONS AND TAXABLE INCOME

6.1 Allocation of Profits & Losses, and Taxable Income, Gain, Loss, Deductions, and Credit. After giving effect to the special allocations set forth in §6.2, both (A) Profits and Losses of the Company, as defined in Exhibit "B"; and (B) except as may be required by §6.3, the items of taxable income, gain, loss, deduction and credit shall be apportioned among the members (or their assignees) in the same percentage as each member's original capital account, with adjustments for additional contributions provided in §§5.2 and 5.3, relative to the total of all such original contributions to capital of the Company.

6.2 Special Allocation Rules. The Company shall make the special allocations as provided and required by the provisions contained in Exhibit B.

6.3 IRC §704(c) Tax Allocations. In accordance with IRC §704(c) and the regulations thereunder, income, gain, loss, and deduction with respect to any property contributed to the capital of the Company shall, solely for tax purposes, be allocated among the members so as to take account of any variation between the adjusted basis of such property to the Company for federal income tax purposes and its initial Gross Asset Value (computed in accordance with the definition of Gross Asset Value in Exhibit B) using any method allowable under IRC §704(c) and the regulations promulgated thereunder as adopted by the members.

In the event the Gross Asset Value of any Company asset is adjusted pursuant to subparagraph (2)(ii) of the definition of Gross Asset Value in Exhibit B, subsequent allocation of income, gain, loss, and deduction with respect to such asset shall take account of any variation between the adjusted basis of such asset for federal income tax purposes and its Gross Asset Value in the same manner as under IRC §704(c) and the regulations thereunder.

Any election or other decision relating to such allocations shall be made by the membership in any manner that reasonably reflect the purpose and intention of this Agreement. Allocations pursuant to this §6.3 are solely for purposes of federal, state, and local taxes and shall not affect, or in any way be taken into account in computing, any member's capital account or share of profits and losses, other items, or distribution pursuant to any provision of this Agreement.

6.4 Distributions to Members.

[a] Regular distributions. The Company may make distributions in cash or in kind to members on an annual basis, or more frequently if desired by unanimous consent of the members. The members shall from time-to-time determine the total amount of each annual cash or in-kind distribution which shall be made to members, and each member shall share in such total distribution in the ratio by which he or she shares in the Profits and Losses of the Company. If the members agree, they may each receive additional distributions at the end of the year, assuming that the Company has been profitable and has funds to make such additional year-end distributions.

[b] Member draws more than his or her share. If the total distributions paid to any member in any fiscal year exceed the amount of profits allocated to such member in that year, the member shall promptly repay such excess draw back to the Company as an addition to capital. If the member fails or refuses to repay such excess draw, he or she shall cease to receive any additional distributions until the amount of foregone distributions equal the prior year's excess draw. This provision shall be in addition to any limitations upon distributions provided in §6.2 above.

[c] Redemption of Membership Interest. If a member withdraws, the Company shall redeem the former member's Membership Interest according to the terms of §7 of this Agreement.

[d] Limitation on distributions.

- (1) No distribution may be made if, after giving effect to the distribution:

- (i) this Company would not be able to pay its debts as they become due in the usual course of business; or
 - (ii) the assets of the Company would be less than the sum of its liabilities plus, the amount that would be needed, if the Company were to be dissolved at the time of the distribution, to satisfy the preferential rights of other members upon dissolution which are superior to the rights of the member receiving the distribution.
- (2) The Company may base a determination that a distribution is not prohibited either on:
- (i) financial statements prepared on the basis of accounting practices and principles that are reasonable under the circumstances; or
 - (ii) a fair valuation or other method that is reasonable under the circumstances.
- (3) The effect of a distribution is measured:
- (i) in the case of a distribution by purchase, redemption, or other acquisition of the member's Membership Interest in the Company, as of the date money or other property is transferred or debt incurred by the Company;
 - (ii) in all other cases, as of (a) the date of the distribution is authorized if the payment occurs within one hundred twenty days after the date of authorization, or (b) the date the payment is made if it occurs more than one hundred twenty days after the date of authorization; provided however,
 - (iii) if indebtedness is issued as a distribution, each payment of principal or interest on the indebtedness is treated as a distribution, the effect of which is measured on the date the payment is made.

SECTION VII - DISSOCIATION OF ANY MEMBER

7.1 Explanation of Dissociation and Buyout. This Section VII (i) lists the events which will cause a member to dissociate from the Company; (ii) provides what amount and at what times the Company shall pay to the dissociated member (or his or her estate); and (iii) specifies what adjustments shall be made to the Membership Interests of the remaining members. The South Carolina Limited Liability Company Act and this Agreement

recognize and provide that different types of dissociations/withdrawals should be treated differently. Therefore, this Agreement provides that there are two types of dissociations, each with separate procedures for redemption and different methods of computing the value of the withdrawing member. Section 7.2 deals with what is referred to as "proper" methods of withdrawal, and §7.3, establishes entirely different procedures and a different redemption value for "wrongful" events of withdrawal.

No member may withdraw or dissociate from the Company except as provided in this Section VII and any attempted withdrawal by any other means is void.

7.2 Events of Proper Dissociation.

[a] Events of proper withdrawal/dissociation. A member dissociates from the Company if he or she does any of the following. Each such event is a proper dissociation. (A member may also substitute another person as a member of this Company in accordance with §2.3 but such substitution is not an event of dissociation.)

(1) Voluntary Withdrawal. Any member may rightfully voluntarily withdraw or from this Company upon the provision of at least 180 days' prior written notice to the Company and to all members of the Company. If two or more Members withdraw using this method within 180 days of one another then a simultaneous withdrawal will be deemed to have taken place between such Members.

(2) Death. The member dies.

[b] Filing statement of dissociation. Upon the dissociation of any member, the Company shall file in office of the South Carolina Secretary of State a statement of dissociation stating the name of this Company and that the withdrawing member is dissociated from the Company. This filing shall be made within a reasonable period of time following such dissociation.

[c] Procedure to redeem if member properly withdraws/dissociates. Commencing 180 days after the receipt by the Company of written notice given by the withdrawing member or his or her personal representative (either one to be known herein as the "member") that he or she has withdrawn pursuant to this §7.2, the Company shall tender to the withdrawn member twenty percent of the purchase price (as established in subsection "d" below), and the Company's promissory note for the balance. The balance of the purchase price shall be paid in four additional equal annual installments commencing 12 months after the payment of the initial twenty percent. The note shall bear interest at the prime rate as quoted in the money rates section of the Wall Street Journal which is the base rate on corporate

loans at large United States money center commercial banks as of the date the Company sends notice it intends to redeem the withdrawn member's Membership Interest. Such note shall be (i) unsecured by the Company; (ii) shall be personally guaranteed by the remaining members of the Company; and (iii) may be prepaid by the Company at any time. (Provided, of course, the Company shall not redeem the Membership Interest of a member who has properly substituted another person for himself in accordance with §2.3.)

[d] Redemption value. The Company shall pay to the dissociated, properly withdrawing member the redemption value of his or her Membership Interest as determined in this subsection "d". Annually, the members shall establish the value of each member's Membership Interest. In the event the members cannot agree upon an annual valuation, or if there has not been an annual valuation within 18 months of a date of dissociation/withdrawal, the redemption value shall be established by appraisal of all Company-owned real and personal property and fixtures by a qualified appraiser selected and paid for by the dissociating member. Should the remaining member(s) not agree to the value set by this method, then such remaining member(s) shall retain an appraiser to perform an appraisal of the same assets at the Company's expense, and an average of the two appraisals shall be used as the redemption value. For the purpose of setting the final redemption price, any such value shall be reduced by the pro rata share of such dissociating Member's interest in all liabilities of the Company. Provided, however, that all valuations shall be made without consideration of any discounts for lack of marketability of or minority interests in any Membership Interests.

§7.3 Wrongful Withdrawal.

[a] Events of wrongful withdrawal/dissociation. A member dissociates from the Company if he or she does any of the following. Each such event is a wrongful dissociation.

- (1) Voluntary withdrawal. Any voluntary withdrawal, except as permitted in §7.2, is a wrongful dissociation.
- (2) Judicial expulsion. The member is expelled by judicial decree upon the application by the Company or a member, because:
 - (a) the member engaged in wrongful conduct that adversely and materially affected Company business;
 - (b) the member wilfully or persistently committed a material breach of the operating agreement or of a duty owed to the Company or the other members under section 33-44-409; or,

(c) the member engaged in conduct relating to the Company business which makes it not reasonably practicable to carry on the business with that member.

(3) Involuntary withdrawal. A member automatically withdraws if a charging order is imposed on the member's distributional interest or if a court orders that all his or her financial or management rights be transferred to another person or entity.

[b] Filing statement of dissociation. Upon the dissociation of any member, the Company shall file in office of the South Carolina Secretary of State a statement of dissociation stating the name of this Company and that the withdrawing member is dissociated from the Company. This filing shall be made within a reasonable period of time following such dissociation.

[c] Procedure. Commencing 180 days after the receipt by the Company of written notice that a member has withdrawn pursuant to this §7.3, the Company shall pay twenty percent (20%) of all sums due to the withdrawing member, and the remaining eighty percent (80%) of all such sums shall be due five (5) years following the first payment, all subject to the provisions of paragraph [d] below relating to a thirty percent (30%) reduction in value of the redemption value of such Membership Interests in the event of a wrongful withdrawal.

[d] Redemption value - wrongful withdrawal/dissociation. The Company shall pay to the wrongfully dissociated member the value of his or her Membership Interest in the Company which shall be established by the following method. Annually, the members shall establish the value of each member's Membership Interest. In the event the members cannot agree upon an annual valuation, or if there has not been an annual valuation within 18 months of a date of dissociation/withdrawal, the redemption value shall be established by appraisal of all Company-owned real and personal property and fixtures by a qualified appraiser selected and paid for by the dissociating member. Should the remaining member(s) not agree to the value set by this method, then such remaining member(s) shall retain an appraiser to perform an appraisal of the same assets at the Company's expense, and an average of the two appraisals shall be used as the redemption value. For the purpose of setting the final redemption price, any such value shall be reduced by the pro rata share of such dissociating member's interest in all liabilities of the Company. Finally, the redemption value for the dissociating member's Membership Interest shall be reduced by multiplying the value received by the above method by 0.80, resulting in a twenty percent (20%) reduction in the amount to be paid as a redemption to the dissociating member. Provided, however, that all valuations shall be made without consideration of any discounts for lack of marketability of or minority interests in any Membership Interests.

7.4 Adjustments. Any member withdrawing during any calendar quarter shall be considered to withdraw on the last day of such quarter year for the purposes of making distributions, computing values and making payments related to such withdrawal, and for no other purposes.

SECTION VIII - DISSOLUTION, WINDING UP, AND TERMINATION

8.1 Events of Dissolution. The Company shall dissolve, its affairs shall be wound up, and the Company shall thereupon terminate only upon the first to occur of the following:

- (1) The written consent of all the members;
- (2) An event that makes it unlawful for all or substantially all of the business of the Company to be continued, but any cure of illegality within ninety days after notice to the Company of the event is effective retroactively to the date of the event;
- (3) On application by a member or a dissociated member, upon entry of a judicial decree that:
 - (i) the economic purpose of the Company is likely to be unreasonably frustrated;
 - (ii) another member has engaged in conduct relating to the Company's business that makes it not reasonably practicable to carry on the Company's business with that member;
 - (iii) it is not otherwise reasonably practicable to carry on the Company's business in conformity with the Articles of Organization and this Agreement;
 - (iv) the Company failed to purchase the petitioner's distributional interest as required by §33-44-701; or
 - (v) the members in control of the Company have acted, are acting, or will act in a manner that is illegal, oppressive, fraudulent, or unfairly prejudicial to the petitioner.
- (4) Administrative dissolution pursuant to §33-44-810 of the South Carolina Code.

8.2 Winding Up of the Company. Upon the occurrence of any event specified in §8.1 above, the remaining members of the Company (who are not the cause of dissolution

pursuant to §8.1(4)(ii) or (v)), shall appoint one or more members to serve as liquidator. (However, on application of any member, a member's legal representative, or transferee, the circuit court, for good cause shown, may order judicial supervision of the winding up of the Company.) The liquidator shall proceed diligently to wind up the affairs of the Company and make final distributions as provided herein and in the South Carolina Limited Liability Company Act. The cost of liquidation shall be borne as a Company expense. Until final distribution of the remaining assets to the members, the liquidator shall continue to operate the Company with all of the power and authority of the members.

[a] Sale of business by liquidator. During the winding up process, the liquidator shall be required to offer the business of the Company for sale as a whole, as a going business. The offer for sale of the business as a going concern shall be conducted in a manner customary for the sale of the business of the type engaged in by the Company, on such terms and conditions as the liquidator deems appropriate in order to maximize the proceeds of such sale. Any member may bid and purchase the business, provided that the liquidator and purchasing member (or former member) must be able to demonstrate that the purchase price and terms so offered or paid are equal or superior to the terms if the business had been sold to an independent third party. In evaluating such sale price it shall be assumed that all remaining members will continue on with the business in their former capacities and that any leases or other contractual relationships between a member(s) and the Company, beneficial to the Company, shall remain in full force and effect. The written appraisal of a qualified appraiser shall be evidence of the equality of the terms of a member offer or purchase, but there shall be no obligation to obtain such an appraisal.

[b] Allocations during windup. During the period of windup and until termination of the Company, the members (including the withdrawn member or any assignees) shall continue to share profits, losses, allocations of income, and distributions in accordance with the ratios and provisions of §6.

[c] Distribution of proceeds of liquidation. The proceeds from liquidation shall be applied and distributed in the following order of priority:

- (1) First, to the payment of the debts and liabilities of the Company, except loans or advance that may have been made by any of the members;
- (2) Then to the setting up of any reserves which the liquidator may deem necessary for any contingent or unforeseen liabilities or obligations of the Company. Said reserves may be paid over by the liquidator to a bank or trust company acceptable to the liquidator as escrow to be held by it for the purpose of disbursing such reserves in payment of any of such liabilities or obligations, and at the expiration of such period as the liquidator shall deem

advisable, distribute the balance, if any, thereafter remaining, in the manner hereinafter provided;

(3) Then to the repayment of any loans that may have been made by any member to the Company;

(4) Then any balance remaining shall be distributed to the members (including a withdrawing member and any assignees) in accordance with their respective positive capital account balances as provided in §8.3. (No member shall be obligated to restore any negative balance in his or her capital account.)

8.3 Distributions Made in Accordance with Positive Capital Accounts.

[a] Cash distributions. After arranging for the payment of Company debts and obligations, the liquidating members shall distribute the remaining cash to the members in accordance with the positive capital account balances of the members.

[b] Property distributions. If the liquidating members are authorized to do so by a unanimous vote of the members (excluding the vote of any member who is the cause of the Company's dissolution as provided in §8.1(4)), and elect to distribute remaining Company property in kind, the liquidating members shall determine the fair market value of the property and the capital accounts of the members shall be adjusted to reflect the manner in which the unrealized income, gain, loss, and deduction inherent in property that has not been reflected in the capital accounts previously would be allocated among the members if there were a taxable disposition of the property for the fair market value of that property on the date of distribution as provided in Exhibit B. The Company property shall be distributed among the members in accordance with the positive capital account balances of the members, as determined after taking into account all capital account adjustments for the taxable year of the Company during which the liquidation of the Company occurs (other than those made by reason of this clause); and those distributions shall be made, if possible, by the end of the taxable year of the Company during which the liquidation of the Company occurs.

8.4 Deficit Capital Accounts. Notwithstanding anything to the contrary contained in this Agreement, and notwithstanding any custom or rule of law to the contrary, to the extent that the deficit, if any, in the capital account of any member results from or is attributable to deductions and losses of the Company (including non-cash items such as depreciation) or distributions of money pursuant to this Agreement to all members in proportion to their respective shares of profits, upon dissolution of the Company as provided in this Section

8 such deficit shall not be an asset of the Company and such members shall not be obligated to contribute such amount to the Company to bring the balance of such member's capital account to zero.

8.5 Articles of Termination. After the dissolution of the Company pursuant to this Section 8, (other than because of judicial or administrative dissolution), the liquidator shall file articles of termination as provided in §33-44-805 of the South Carolina Code.

SECTION IX - MISCELLANEOUS PROVISIONS

9.1 Books and Records. The Company shall keep at its principal place of business:

- (1) a current and past list, setting forth the full name and last known mailing address of each member set forth in alphabetical order;
- (2) a copy of the Articles of Organization, all amendments thereto, and all other documents filed with the Secretary of State, together with executed copies of any powers of attorney pursuant to which the Articles or any amendment thereto or any filed document has been executed;
- (3) copies of the Company's federal, state, and local tax returns and financial statements, if any, for the six most recent years or, if those returns and statements were not prepared for any reason, copies of the information and statements provided to, or which should have been provided to, the members to enable them to prepare their federal, state, and local tax returns for the period;
- (4) copies of the effective written operating agreement, and all amendments thereto, and copies of any written operating agreements no longer in effect;

9.2 Member's and Former Member's Right to Information. The Company shall provide members and their agents and attorneys access to its records at the Company's principal office. The Company shall provide former members and their agents and attorneys access for proper purposes to records pertaining to the period during which they were members. Such persons shall have the right to inspect and copy such records during ordinary business hours. The reasonable costs of labor and material shall be paid by a member or former member who wishes to copy any such information.

The Company shall furnish to each member, and to the legal representative of any deceased member or member under legal disability:

(1) without demand, information concerning the Company's business or affairs reasonably required for the proper exercise of the member's rights and performance of the member's duties under this Agreement or the Company Act; and

(2) on demand, other information concerning the company's business or affairs, except to the extent the demand or the information demanded is unreasonable or otherwise improper under the circumstances.

Each member has the right upon written request given to the Company to obtain at the Company's expense a copy of this Agreement.

9.3 Accounting Method and Tax Year. The Company shall maintain its books on the cash method of accounting. The Company has adopted a calendar tax year.

9.4 Headings. The headings used in this Agreement have been inserted for convenience only and do not constitute matter to be construed in interpretation.

9.5 Construction. Whenever the context so requires, the gender of all words used in this Agreement includes the masculine, feminine, and neuter, and the singular shall include the plural, and conversely. All references to Sections refers to the Sections of this Agreement, and all references to Exhibits, if any, are to Exhibits attached thereto, if any, each of which is made a part hereof for all purposes. If any portion of this Agreement shall be invalid or inoperative, then, so far as it is reasonable and possible: (A) the remainder of this Agreement shall be considered valid and operative; and (B), effect shall be given to the intent manifested by the portion held invalid or inoperative.

9.6 Entire Agreement. This Agreement (and the Articles of Organization which it amplifies) constitutes the entire agreement of the members, and supersede all prior contracts or agreements with respect to the Company, whether oral or written.

9.7 Effect of Waiver or Consent. A waiver or consent, express or implied, to or of any breach or default by any person in the performance by that person of his or her obligations with respect to the Company is not a consent or waiver to or of any other breach or default in the performance by the person of the same or any other obligations of that person with respect to the Company. Failure on the part of a person to complain of any act or any person or to declare any person in default with respect to the Company, irrespective of how long that failure continues, does not constitute a waiver by the person of his or her rights with respect to that default until the applicable statute of limitations period has run.

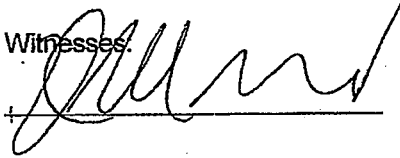
9.8 Binding Effect. This Agreement is binding on the members and their respective heirs, legal representatives, successors, and assigns.

9.9 Governing law. This Agreement is governed by and shall be construed in accordance with the laws of the State of South Carolina.

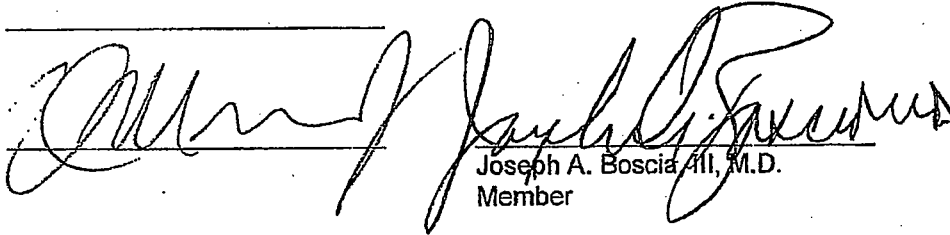
The undersigned, being all the members hereby certify that the foregoing Operating Agreement was unanimously adopted by the members effective as of the _____ day of _____, 2008.

SIGNATURES ON NEXT PAGE

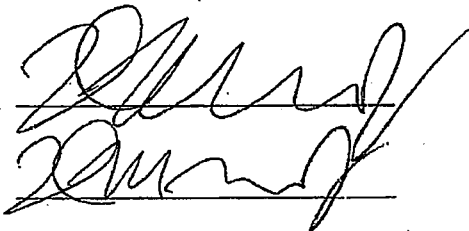
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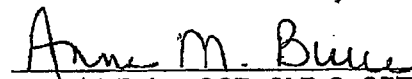


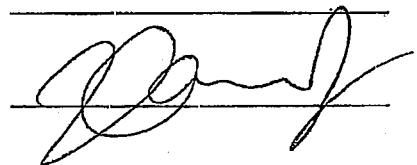

Gregory J. Feldman, M.D.
Member

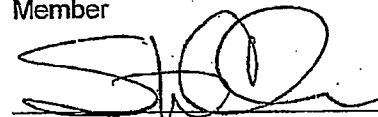


Joseph A. Boscia III, M.D.
Member




Anna M. Buice, CCR, CLR-C, CPT
Member




Steven L. Clemons, RN, BSN, CCRC
Member



Haley N. Williams, RRT, CCRC
Member

Exhibit A

Description of Each Member's Duties and Responsibilities

Exhibit B

Definition of "Profits and Losses"

As used in this Agreement, the terms "Profits" and "Losses" shall refer to the taxable income or loss of the Company for federal income tax purposes for the fiscal year or other period, determined in accordance with §703(a) IRC (with all items of income, gain, loss, or deduction required to be separately stated pursuant to §703(a)(1) IRC, being included in taxable income or loss for this purpose) with the following adjustments (without duplication):

- (1) Any Company income item that is exempt from income tax and not otherwise taken into account in computing Profits and Losses pursuant to this section shall be added to such taxable income or loss;
- (2) Any expenditures of the Company described in §705(a)(2)(B) IRC (expenditures of the Company not deductible in computing the Company's taxable income and not properly chargeable to a capital account) or treated as such expenditures pursuant to Treas. Reg. §1.704-1(b)(2)(iv)(I) (organization expenditures that the Company elects not to amortize under §709(b) IRC and certain disallowed losses) and not otherwise taken into account in computing Profits and Losses pursuant to this section shall be subtracted from such taxable income or loss;
- (3) Gain or loss from the disposition of Company property with respect to which gain or loss is recognized for federal income tax purposes shall be computed based upon the Gross Asset Value of such property notwithstanding that the adjusted tax basis of such property differs from its Gross Asset Value;
- (4) In the event the Gross Asset Value of any Company asset is adjusted pursuant to clause (2) or (3) of the definition of Gross Asset Value below, the amount of such adjustment shall be treated as an item of gain (if the adjustment increases the Gross Asset Value of the asset) or an item of loss (if the adjustment decreases the Gross Asset Value of the asset) from the disposition of such asset and shall be taken into account for purposes of computing these Profits or Losses;
- (5) In lieu of the depreciation, amortization, and other cost recovery deductions taken into account in computing such taxable income or loss, there shall be taken into account "Depreciation" as defined in this clause (5) for such fiscal year or other period. ("Depreciation" means, for each fiscal year or other period, an amount equal to the depreciation, amortization, or

other cost recovery deduction allowable with respect to an asset for such fiscal year or other period, except that if the Gross Asset Value of an asset differs from its adjusted basis for federal income tax purposes at the beginning of such year or other period, Depreciation shall be an amount which bears the same ratio to such Gross Asset Value as the federal income tax depreciation, amortization, or other cost recovery deduction for such year or other period bears to such beginning adjusted tax basis; provided, however, that if the federal income tax depreciation, amortization, or other cost recovery deduction at the beginning of such fiscal year (or period) is zero, Depreciation shall be determined with reference to such beginning Gross Asset Value using any reasonable method selected by the members.);

(6) To the extent an adjustment to the adjusted tax basis of any Company asset pursuant to IRC §734(b) is required, pursuant to Treas. Reg. §1.704-(b)(2)(iv)(m)(4), to be taken into account in determining capital accounts as a result of a distribution other than in liquidation of a member's Membership Interest in the Company, the amount of such adjustment shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis) from the disposition of such asset and shall be taken into account for purposes of computing Profits or Losses; and

(7) Notwithstanding any other provisions of this definition, any items which are specially allocated pursuant to §6.2 shall not be taken into account in computing Profits and Losses.

Definition of the Term "Gross Asset Value"

As used in this Agreement, "Gross Asset Value" means, with respect to any asset, the asset's adjusted basis for federal income tax purposes, except as follows:

(1) The initial Gross Asset Value of any asset contributed by a member to the Company shall be the gross fair market value of such asset as agreed to by the Company and contributing member.

(2) The Gross Asset Values of all Company shall be adjusted from time to time to equal their respective gross fair market values (taking IRC §7701(g) into account), as agreed to by the members in writing, as of the following times:

(i) the acquisition of an additional interest in the Company by any new or existing member in exchange for more than a *de minimi* capital contribution;

(ii) the distribution by the Company to a member of more than a *de minimi* amount of Company money or other property as consideration for all or a part of a Membership Interest in the Company; and

(iii) the liquidation of the Company within the meaning of Treas. Reg. §1.704-1(b)(2)(ii)(g).

Provided however, that the adjustments pursuant to clauses (i) and (ii) above shall be made only if the members reasonably determine that such adjustments are necessary or appropriate to reflect the relative economic interests of the members in the Company.

(3) The Gross Asset Value of any item of Company assets distributed to any member shall be adjusted to equal the gross fair market value (taking IRC §7701(g) into account) of such asset on the date of distribution as determined by the members; and

(4) The Gross Asset Value of Company assets shall be increased (or decreased) to reflect any adjustments to the adjusted basis of such assets pursuant to IRC §734(b) or §743(b) but only to the extent that such adjustments are taken into account in determining capital accounts pursuant to Treas. Reg. §1.704-1(b)(2)(iv)(m). Provided, however, that Gross Asset Values shall not be adjusted pursuant to this clause (4) to the extent that an adjustment pursuant to clause (2) is required in connection with a transaction that would otherwise result in an adjustment pursuant to this clause (4).

If the Gross Asset Value of an asset has been determined or adjusted pursuant to clause (2) or (4), such Gross Asset Value shall thereafter be adjusted by the Depreciation (as defined in this Exhibit B) taken into account with respect to such asset, for purposes of computing Profits and Losses.

Exhibit C

Special Allocations

6.2 Special Allocations. The following Special Allocations shall be made in the following order:

[a] Minimum Gain Charge back. Except as otherwise provided in Treas. Reg. §1.704-2(f), if there is a net decrease in Company Minimum Gain during any fiscal year, each member shall be specially allocated items of Company income and gain for such fiscal year (and, if necessary, subsequent years) in an amount equal to such member's share of the net decrease in Company Minimum Gain, determined in accordance with Treas. Reg. §1.704-2(g). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each member pursuant thereto. The items to be so allocated shall be determined in accordance with Treas. Regs. §1.704-2(f)(6) and §1.704-2(j)(2). This §6.2(a) is intended to comply with the minimum gain charge back requirement in Treas. Regs. §1.704-2(f) and shall be interpreted consistently therewith.

[b] Member Minimum Gain Charge back. Except as otherwise provided in Treas. Reg. §1.704-2(i)(4), notwithstanding any other provision in this §6, if there is a net decrease in Member Nonrecourse Debt Minimum Gain attributable to a Member Nonrecourse Debt during any fiscal year, each member who has a share of the Member Nonrecourse Debt Minimum Gain attributable to such Member Nonrecourse Debt, determined in accordance with Treas. Reg. §1.704-2(i)(5), shall be specially allocated items of Company income and gain for such fiscal year (and, if necessary, subsequent years) in an amount equal to such member's share of the net decrease in Member Nonrecourse Debt, determined in accordance with Treas. Reg. §1.704-2(i)(4). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each member pursuant thereto. The items to be so allocated shall be determined in accordance with Treas. Reg. §1.704-2(i)(4) and §1.704-2(j)(2). This §6.2(b) is intended to comply with the minimum gain charge back requirement in Treas. Reg. §1.704-2(i)(4) and shall be interpreted consistently therewith.

[c] Qualified Income Offset. In the event any member unexpectedly receives any adjustments, allocations, or distributions described in Treas. Regs. §1.704(b)(2)(ii)(d)(4), (5), or (6), items of Company income and gain shall be specially allocated to such member in an amount and manner sufficient to eliminate, to the extent required by the Treasury Regulations, the Adjusted Capital Account Deficit of the member as quickly as possible, provided that an allocation pursuant to this §6.2(c) shall be made only if and to the extent that the member would have

an Adjusted Capital Account Deficit after all other allocations provided for in this §6 have been tentatively made as if this §6.2(c) were not in this Agreement.

[d] Gross Income Allocation. In the event any member has an Adjusted Capital Account Deficit at the end of any fiscal year, such member shall be specially allocated items of Company income and gain in the amount of such deficit as quickly as possible, provided that an allocation pursuant to this §6.2(d) shall be made only if and to the extent that such member would have an Adjusted Capital Account Deficit after all other allocations provided for in this §6 have been made as if §6.2(c) and this §6.2(d) were not in this Agreement.

[c] Nonrecourse Deductions. Nonrecourse Deductions for any fiscal year shall be specially allocated to the members in proportion to their share of Profits and Losses.

[f] Member Nonrecourse Deductions. Any Member Nonrecourse Deductions for any fiscal year shall be specially allocated to the member who bears the economic risk of loss with respect to the Member Nonrecourse Debt to which such Member Nonrecourse Deductions are attributable in accordance with Treas. Reg. §1.704-2(i)(1).

[g] Ordering. The allocations in this §6.2 to the extent they apply shall be made before the allocations of Profits and Losses under §6.1 and in the order in which they appear above.

[h] Section 754 Adjustments. To the extent an adjustment to the adjusted tax basis of any Company asset pursuant to IRC §734(b) or IRC §743(b) is required, pursuant to Treas. Reg. §1.704-1(b)(2)(iv)(m)(2) or (m)(4), to be taken into account in determining capital accounts as a result of a distribution to a member in complete liquidation of such member's interest in the Company, the amount of such adjustment to capital accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis) and such gain or loss shall be specially allocated to the members in accordance with their interests in the Company in the event Treas. Reg. §1.704-1(b)(2)(iv)(m)(2) applies, or to the member to whom such distribution was made in the event Treas. Reg. §1.704-1(b)(2)(iv)(m)(4) applies.

[i] Curative Allocations. The Allocations set forth in §6.2(a) through §6.2(h), "Regulatory Allocations," are intended to comply with certain requirements of the Treasury Regulations. It is the intent of the members that, to the extent possible, all such Regulatory Allocations shall be offset either with other Regulatory

Allocations or with special allocations of other items of Company income, gain, loss or deduction pursuant to this §6.2(i). Therefore, notwithstanding any other provision of this §6 (other than the Regulatory Allocations), the members shall make such offsetting special allocations of Company income, gain, loss or deduction in whatever manner they determine appropriate so that, after such offsetting allocations are made, each member's Capital Account balance is, to the extent possible, equal to the Capital Account balance such member would have had if the Regulatory Allocations were not part of this Agreement and all Company items were allocated pursuant to §6.1 (based upon each member's initial capital contributions).

ii) Definitions. The following terms shall for purposes of this §6.2 and elsewhere in this Agreement have the following definitions:

(A) "Adjusted Capital Account Deficit" means with respect to any member (or assignee), the deficit balance, if any, in such member's capital account as of the end of the relevant fiscal year, after giving effect to the following adjustments:

(i) Credit to such capital account any amount which such member is deemed to be obligated to restore pursuant to the next to the last sentences in Treas. Regs. §1.704-2(g)(1) and §1.704-2(i)(5); and

(ii) Debit to such capital account the items described in Treas. Reg. §§1.704-1(b)(2)(ii)(d)(4), (5), and (6).

The foregoing definition of "Adjusted Capital Account Deficit" is intended to comply with the provisions of Treas. Reg. §1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith.

(B) "Company Minimum Gain" shall have the same meaning as "partnership minimum gain" as set forth in Treas. Reg. §1.704-2(b)(2).

(C) "Member Nonrecourse Debt" has the same meaning as "partner nonrecourse debt" as set forth in Treas. Reg. §1.704-2(b)(4).

(D) "Member Nonrecourse Debt Minimum Gain" has the same meaning as "partner nonrecourse debt minimum gain" as set forth in Treas. Reg. §1.704-2(i)(2).

(E) "Member Nonrecourse Deductions" has the same meaning as "partner nonrecourse deductions" as set forth in Treas. Reg. §1.704-2(i)(1).

(G) "Nonrecourse Deductions" has the same meaning as is set forth in Treas. Reg. §1.704-2(b)(1).

(H) "Nonrecourse Liability" has the same meaning set forth in Treas. Reg. §1.704-2(b)(3).

EXHIBIT G

STATE OF SOUTH CAROLINA)

COUNTY OF GREENVILLE)

John L. Bruce and Marilyn Bruce,)

Plaintiffs,)

vs.)

Greenville Pharmaceutical Research, Inc.)
and Alliance Biomedical Group,)

Defendants.)

IN THE COURT OF COMMON PLEAS

CASE NO. 2011-CP-23-6967

DEFENDANT, ALLIANCE BIOMEDICAL
RESEARCH, LLC'S, MOTION TO
DISMISS PLAINTIFFS' COMPLAINT
AS TO DEFENDANT ALLIANCE
BIOMEDICAL RESEARCH, LLC

FILED-CLERK OF COURT
GREENVILLE CO. S.C.
PAUL B. MICHAEL
2011 NOV 17 PM 12:13

TO: THE PLAINTIFFS AND MICHAEL PARHAM, THEIR ATTORNEY:

YOU WILL PLEASE TAKE NOTICE that the undersigned, as counsel for Defendant Alliance Biomedical Research, LLC, will move this Honorable Court, on the tenth day after service hereof, or as soon thereafter as counsel may be heard, and at such time and place as the Court shall direct, for an Order, granting the following relief:

1. For an Order dismissing Plaintiffs' first cause of action against Defendant Alliance Biomedical Research, LLC.
2. For an Order dismissing Plaintiffs' second cause of action against Defendant Alliance Biomedical Research, LLC.
3. For an Order dismissing Plaintiffs' third cause of action against Defendant Alliance Biomedical Research, LLC.

The grounds for the motion are that the Plaintiffs' Complaint fails to allege facts sufficient to constitute a cause of action of negligence against Defendant Alliance Biomedical

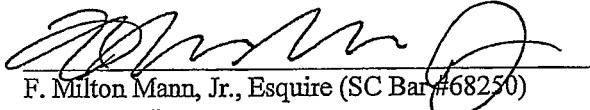
Research, LLC. This motion is made pursuant to Rule 12(b)(6), *South Carolina Rules of Civil Procedure*.

In the alternative, and as further grounds for the dismissal of the Complaint against Defendant Alliance Biomedical Research, LLC, this Defendant will move for dismissal on the grounds that Plaintiffs' Expert Affidavit, by Gerald H. Sokol, M.D., is deficient as it fails to allege facts sufficient to constitute a cause of action of a deviation in the standard of care by Defendant Alliance Biomedical Research, LLC. This motion is made pursuant to Rule 12(b)(6), *South Carolina Rules of Civil Procedure*.

The motion will be supported by any memoranda to be filed by the Defendant Alliance Biomedical Research, LLC, by the applicable precedents, and by such argument of counsel as the Court may allow.

Counsel hereby affirms that as this motion is a Motion to Dismiss, no consultation with opposing counsel is required, pursuant to Rule 11(a), *South Carolina Rules of Civil Procedure*.

Respectfully submitted,


F. Milton Mann, Jr., Esquire (SC Bar #68250)
Attorney at Law
1089 Boiling Springs Road
Spartanburg, South Carolina 29303
(864) 208-0359(864)-208-0233 - fax
Milton.mann@gmail.com

November 14, 2011
Spartanburg, South Carolina

EXHIBIT H

Transcript of the Testimony of

John Bruce

Date: April 16, 2012

In the Matter of:

John L. Bruce, et al. v. Greenville Pharmaceutical Research, Inc., et al.

2011 CP-23-6967

Irveta J. Shouse / GWC
PO Box 9177
Greenville, SC 29604
Phone: 864-233-2341
Email: Irvetaj@aol.com

John Bruce
April 16, 2012

STATE OF SOUTH CAROLINA)
) IN THE COURT OF COMMON PLEAS
COUNTY OF GREENVILLE)

John L. Bruce and Marilyn)
Bruce,)

Plaintiffs,)

-vs-)

C.A. No.: 2011-CP-23-6967

Greenville Pharmaceutical)
Research, Inc. and Alliance)
Biomedical Group, and North)
Hills Medical Center, LLC,)

Defendants.)

VIDEOTAPE AND STENOGRAPHIC
DE BENE ESSE DEPOSITION OF JOHN L. BRUCE
April 16, 2012

PURSUANT to Notice and/or agreement between the parties, the videotape and stenographic de bene esse deposition of JOHN L. BRUCE, called by the Plaintiffs, was taken commencing at the hour of 9:40 A.M. on Monday, April 16, 2012, at the offices of Parham & Smith, LLC, 501 River Street, Suite 2, Greenville, South Carolina.

Sheila B. Smith, CVR-CM-M
Certified Verbatim Reporter
Certificate of Merit
Master Reporter

Irveta J. Shouse / GWC
(864) 233-2341

John Bruce
April 16, 2012

Page 2	APPEARANCES: PARHAM & SMITH, LLC 501 River Street, Suite 2 Greenville, South Carolina 29601 BY: Michael Parham, Esquire Jamie R. DeMint, Esquire Robert W. Jones, Esquire On behalf of the Plaintiffs DAVIS & SNYDER, P.A. 5 Hawthorne Park Court Greenville, South Carolina 29615 BY: Ashby W. Davis, Esquire On behalf of the Defendant Greenville Pharmaceutical Research, Inc. OFFICE OF F. MILTON MANN, JR. 1089 Boiling Springs Road Spartanburg, South Carolina 29303 BY: F. Milton Mann, Jr., Esquire On behalf of the Defendant Alliance Biomedical Group HENRIKSON LAW FIRM, LLC 1164 Woodruff Road Greenville, South Carolina 29606 BY: Matt Henrikson, Esquire On behalf of North Hills Medical Center VIDEOGRAPHER: Steve Godsey ALSO ATTENDING: Burns Davison Steve Clemons	Page 4
Page 3	(EXHIBIT NUMBER 1 MARKED; ATTACHED) VIDEOGRAPHER: We are on the video record at 9:40:40 to videotape the deposition of John L. Bruce in the matter of John L. Bruce and Marilyn Bruce, Plaintiffs, versus Greenville Pharmaceutical Research, Inc., et al., Defendants, Case Number 2011-CP-23-06967 in the State of South Carolina, County of Greenville, Court of Common Pleas. This hearing is being held at the office of Parham & Smith, LLC, in Greenville, South Carolina. Today is Monday, April 16, 2012. I am Steve Godsey, a certified legal video specialist, from Three Point Oh, Inc., and the court reporter is Sheila Smith from G. W. Coleman and Associates. Counsel will please identify themselves for the record. MR. PARHAM: My name is Mike Parham. I am the attorney for John and Marilyn. MR. DAVIS: I'm Ashby Davis. I represent Greenville Pharmaceutical Research. MR. JONES: My name is Robert Jones, and I'm also the attorney for John and Marilyn Bruce. MR. HENRIKSON: My name is Matt Henrikson, and I represent North Hills Medical Center. MR. DAVIS: My name is Ashby Davis, and I represent Greenville Pharmaceutical Research. MR. MANN: My name is Milton Mann. I represent Alliance Biomedical Research. VIDEOGRAPHER: Will the court reporter please swear in the witness? JOHN L. BRUCE, having first been duly sworn to tell the truth, testified as follows: EXAMINATION BY MR. PARHAM: Q. Good morning, John. A. Good morning, sir. Q. How are you today? A. I'm making it; got a pain patch on and pain pills so it's relieving some of my pain. Q. John, would your pain patch and your pain pills make it hard for you to understand your responsibility to speak the truth today? A. No, sir. It will not hinder it at all. Q. You think you can talk with me and talk with some of these other lawyers reliably? A. Yes, sir, I do. Q. What is your age, John? A. I'm 65. Q. And can you tell these ladies and gentlemen of the jury -- and they're represented by that lens right	Page 5
Page 3	STIPULATIONS: This deposition is taken pursuant to the South Carolina Rules of Civil Procedure; reading and signing of the deposition are waived. INDEX OF EXHIBITS PAGE Exhibit 1 (1/2/10 X-Ray Report)..... 14 (Note: Exhibit 1 was marked prior to deposition and first referred to on the page indicated.) INDEX OF EXAMINATION By Mr. Parham..... Page 5 By Mr. Davis..... Page 23 Certificate..... Page 33	2 (Pages 2 to 5)

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John Bruce
April 16, 2012

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1 there on that camera. Any time you want to look 2 dead square at the jury, that's where they are. 3 You're 65 years old and you live with Marilyn 4 where? 5 A. In Marietta, South Carolina. 6 Q. How long have you lived in Marietta, South 7 Carolina? 8 A. Except for the 20 years I was in the military, all 9 my life. 10 Q. And can you tell these ladies and gentlemen when 11 you were in the military? 12 A. I joined the military the 17th of August, 1964, 13 and retired from the military 1 September, 1984. 14 Q. And what branch of the military did you join, 15 sir? 16 A. I was in the U.S. Army. 17 Q. And can you tell us where you were stationed over 18 those years? I know you did your basic training. 19 A. I done basic training at Fort Jackson, South 20 Carolina, AIT at Fort Rucker, Alabama. From AIT, 21 I went to Fort Benning, Georgia, to the -- the 22 air assault division. It changed over to the 23 first cab division. We went to Southeast Asia, 24 Vietnam on -- I believe it was the 20th of August, 25 1965, arrived in Vietnam 20th of September, 1965;	1 and Fort Campbell, Kentucky. When we came back to 2 the States in '81, she stayed at home and started 3 building the house. 4 Q. And could you tell me, sir, whether you and she 5 have children -- 6 A. No, sir, we do not. 7 Q. -- or had children together? 8 A. No, sir, we do not. 9 Q. Did you get the house built? 10 A. Yes, sir, we did. We build it ourselves. 11 Q. Is that where you live today? 12 A. Yes, sir. 13 Q. In Marietta? 14 A. Yes, sir. 15 Q. John, are you sick? 16 A. Yes, sir. I have terminal cancer. 17 Q. What do you mean when you say you have terminal 18 cancer? 19 A. They is no cure for it. They've done treated me 20 all they can treat me. I was told last week that 21 none of the chemo is working and that's far as 22 they can go. I will be starting on a chemo pill, 23 but that is just to kindly control it as much as 24 they can, but nothing is knocking it out. I've 25 been on several different chemo drugs, took 35
Page 7	Page 9
1 came back to states July the 30th, 1966, married 2 Marilyn; was temporary stationed at Fort Eustis, 3 Virginia for ten weeks in helicopter inspecting 4 school, then reassigned back to Fort Rucker, 5 Alabama as a monitor of civilian maintenance; 6 stayed there until March of 1968; went back to 7 Vietnam; came back in May of '69; went back to 8 Fort Rucker, Alabama, monitor in civilian 9 maintenance; stayed there until January of 1972, 10 which -- at which time I went to Germany; three 11 years in Germany; came back to States; back to 12 Fort Rucker, Alabama, stayed there until I believe 13 it was August, 1977; went back to Germany, stayed 14 four years in Germany; came back to States in '81; 15 stationed in Fort Devens, Massachusetts for -- I 16 believe it was 14 months as a advisor to the Army 17 Reserves, then was reassigned to Fort Campbell, 18 Kentucky, and stayed there until I retired 1 19 September, '84. 20 Q. Was Marilyn able to join you on some of these 21 assignments? I know for instance she wouldn't 22 have been able to go over to Vietnam. But on 23 some of your assignments, could she join you? 24 A. Except for Vietnam, she was with me on every 25 assignment except for Fort Devens, Massachusetts	1 radiation treatments, and will start radiation 2 again this week to shrink a large cancer knot here 3 in my shoulder, and that is just to relieve the 4 pain. 5 Q. John, did you begin your treatment for the cancer 6 back in the year 2010? 7 A. Yes, sir, October, 2010. 8 Q. And you mentioned that you took chemotherapy as 9 part of your therapy? 10 A. Yes, sir. 11 Q. And did you take simply one type of chemo or 12 several? 13 A. I've been on several different chemo drugs and 14 none of them has worked. 15 Q. And who is your radiation physician? Who handled 16 your x-ray beam treatment? 17 A. Dr. Wilcox. 18 Q. And who -- with whom does she practice, John? 19 A. With the Cancer Centers Carolinas. 20 Q. And did you continue to follow the protocol that 21 she set out for you during the initial treatment 22 for the cancer? Did you go when you were supposed 23 to go and have all the treatment you were supposed 24 to have? 25 A. Yes, sir. I had 35 treatments, one a day for

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1 seven weeks. 2 Q. And then the new, or growing tumors that were 3 located, you say those were located last week? 4 A. Well, the PET scan was done week before last, but 5 I was told the results of it last Tuesday. 6 Q. And can you tell these folks what a PET scan is, 7 just in layman's terms? What do you understand it 8 to be? 9 A. It is a type of MRI that they give you a radiation 10 injection in your vein, and that highlights the 11 cancer. It lights it up with a yellow glow, and 12 they call them hot spots. And where they see the 13 hot spots is where the cancer is, and right now 14 I'm showing hot spots here where this big knot is, 15 another one on the other shoulder over here, and 16 one under each armpit, plus the one on my lung 17 itself. 18 Q. Now, you say that you are presently not taking 19 chemo? 20 A. She stopped it last Tuesday, said there's no use 21 doing any more of the chemo. She is starting me 22 on a chemo pill, but that is just to try to 23 control it a little bit, but she said there's no 24 hope. It's -- the outlook is grim. Dr. Wilcox -- 25 I asked her when I seen her last week about the	1 apparatus? 2 A. No, sir. They told me that I would have to have 3 a feeding tube when I took the first radiation 4 treatment, but I'm a stubborn old G.I. I told 5 them long as I could eat two bites and hold one 6 of them down, they would not put a feeding tube 7 in me. So even though they burn my esophagus and 8 even drinking water was like swallowing a 9 cockleberry, then I still wouldn't let them put a 10 feeding tube in. 11 Q. I notice you have a walker. 12 A. Yes, sir. 13 Q. And when did you start using your walker? 14 A. Oh, approximately a year ago. Well, February of 15 '10. I cough, and when I cough, I pass out. And 16 in February of '10, the middle of the night I got 17 up to go to the restroom. I started coughing, 18 passed out between the bed and my gun safe. When 19 I did, I tore a cartilage in my knee at which 20 time I've had to have a knee operation on that. 21 I tore the rotator cup in my right arm from 22 coughing and passing out. They ordered me a 23 hospital bed, so I've been banded from the Miracle 24 bed to the hospital bed and now I live in the 25 living room where it's not so much that I can fall
Page 11	Page 13
1 radiation that I'll be starting. I asked her far 2 as longevity, what did I have, what was I looking 3 at. And she says, "Possibly two years." 4 Q. John, how about the radiation today? Are you 5 still taking any kind of radiation, or are there 6 plans for radiation therapy in the future? 7 A. Yes. I will start it sometime this week. I go 8 Wednesday for the markings of where they'll 9 actually shoot the radiation to -- they'll do an 10 MRI and they'll mark the area that they need to 11 concentrate the radiation at. They do that 12 Wednesday and then probably Thursday or Friday, 13 one, I'll start the actual radiation treatment. 14 She said that'll probably last for two weeks, and 15 that is just to shrink this one tumor here that 16 is pressing against nerves causing the pain. She 17 said, "It won't knock it out, I'll just shrink 18 it." 19 Q. You look like you're pretty well fed. Have you 20 been able to keep up your calorie intake? 21 A. Yes, sir. At one time I lost 40 pounds, but then 22 they put me on Prednisone for my cough and that 23 put the weight right back on me. I'm actually 24 quite a bit overweight due to the Prednisone. 25 Q. Not having to use any type of feeding tube or such	1 again and hurt myself getting to the restroom at 2 night. 3 Q. Who takes care of you, John, when you're there at 4 the house, and especially when you're there at 5 night? 6 A. My wife. And she's fixing to have an operation, 7 so I'm going to have to hire somebody to come in. 8 Q. You've got somebody close by in the meantime? 9 A. Yes. My brother and my nephew live right next 10 door to me, and I have a niece that lives probably 11 a thousand yards away from me. And they keep a 12 pretty good check on me. 13 Q. All right. Were you -- at the time this cancer 14 was first discovered, were you working? 15 A. No, sir. I've been disabled since '04 for back 16 problems. But I still was fairly active around 17 the house. I just couldn't hold a full-time 18 eight-hour-a-day job. I can do some things for a 19 little while, but I can't do it a long period of 20 time. 21 Q. So am I correct then that you are not seeking to 22 recover wage loss as a result of the development 23 of this cancer to the stage it is today? 24 A. Yes, sir. You're correct. I'm not seeking wage 25 loss.

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April 16, 2012

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1 Q. I'm going to show you a document that we've 2 marked, "John Bruce Damages Index Number 2." 3 Somebody put it on this tabular form, and it 4 amounts to \$303,994.04. John, as you have 5 accumulated medical bills related to your cancer, 6 what have you done with them to try and keep 7 everything straight? 8 A. Once I look at them, I send them to your office. 9 Q. And does that appear to be copy of the tables 10 that we generated from the bills you handed to 11 us? 12 A. Yes, sir, it does. 13 Q. As you sit here today -- I think you said you had 14 your PET scan last week? 15 A. Yeah, week before last. 16 Q. Week before last? 17 A. They told me the results last Tuesday. 18 Q. Got the results last today? 19 A. Yes, sir. 20 Q. I'm sorry. I want you to go back to January of 21 2010 and tell me a few things. 22 A. In January of 2010, Greenville Pharmaceutical had 23 a COPD research going on, which I had been working 24 with them for about three years getting medical 25 attention for my COPD. Excuse me. They had a	1 had been found on the January x-ray, but I somehow 2 fell through the cracks and was not notified of 3 it. In the January x-ray it was 1.8 centimeters, 4 so he set me up with a Dr. Abboy, who is a lung 5 doctor, office located right behind Greenville 6 Pharmaceutical; went to him the next day. He set 7 me up with an MRI. It was confirmed that there 8 was spots there thought to be cancer. They set 9 me up with an oncologist, who sent me for a biopsy, 10 needle biopsy, and confirmed that it was cancer. 11 They then sent me to a surgeon over in Spartanburg 12 who done another biopsy. A spot showed up on each 13 side of my esophagus in the MRI and they wanted to 14 confirm if they was cancer or not. So he done a 15 biopsy on that and confirmed it was cancer and put 16 me in a port where they wouldn't blow my veins out 17 when they started the treatment, at which time I 18 got transferred back to Greenville, to the Cancer 19 Center of the Carolinas in Greenville and they 20 started treatment in October of '10. 21 Q. Were they able, John, to do surgery on you and 22 remove this tumor? 23 A. No, sir. They wasn't, due to the fact that it 24 had done broke off and got on both side of my 25 esophagus in the lymph nodes. That made it
Page 15	Page 17
1 study coming up that they figured that I was 2 suited for. I went down, signed up for it. It 3 required a EKG and a x-ray, in addition to the 4 breathing tests that they give there. I done the 5 EKG there. I done a breathing test there. They 6 gave me a paper to go to North Hill and have the 7 x-ray done, which I did. In a couple days, they 8 called me and told me that I didn't pass the -- 9 or didn't meet the requirements on the EKG portion 10 of it. So I couldn't do that study, but they had 11 another one going on that didn't require an x-ray 12 or EKG, so I started -- done that study. That 13 one lasted I think a little over a year, and I 14 finished it. And then in August of 2010 -- well, 15 it lasted a few months. August of 2010, they had 16 another study going on and they called me to come 17 down, sign up for it, which I did. It required a 18 EKG and x-ray. I done it, had the x-ray done, 19 and then they called me on he 18th of August and 20 told me to come down, that they had something 21 they need to talk to me about. When I got there, 22 Steve, who is the head of Greenville 23 Pharmaceutical there, told me that there was a 24 spot on my lung 3.5 centimeters; I need a MRI 25 done to check it out, see what it was, said it	1 inoperable. 2 Q. And is that when you began the therapy with 3 chemotherapy and radiation? 4 A. Yes, sir. That was in October that I actually 5 started the radiation and chemotherapy. 6 Q. Steve is here in the room with us. Do you 7 recognize him today? 8 A. No. I don't see him. 9 Q. And would you tell the ladies and gentlemen of the 10 jury how your eyesight has been affected by the 11 chemotherapy and/or radiation. 12 A. It has diminished my eyesight. I can't read -- 13 like this paper here, I can't read it. It all 14 runs together. I can see images way off, but far 15 as recognizable, I can't see them. And up close, 16 I have to have a bright light to be able to see 17 it. Even my thermostat at home, I have to take a 18 flashlight to shine on it to see what the settings 19 is. I can't see it just with the light that comes 20 on on it. 21 Q. So it's hard for you to recognize images close to 22 you? 23 A. Yes, sir, it is. 24 Q. When you did talk with Steve -- you said he ran 25 that place up there. What did you know about his

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1 position with Greenville Pharmaceutical? 2 A. Far I -- far as I knew, he was the owner of the 3 place. He ran it, and then he got his 4 certification to be a nurse practitioner during 5 the time that I was taking the studies there. 6 Q. When he told you that you had fallen through the 7 cracks, what did you understand him to be saying? 8 A. That when the x-ray came back, they didn't look at 9 it and failed to notify me. 10 Q. Did he make any statements about whether North 11 Hills Medical Center, the agency that had taken 12 the x-ray, had ever sent the report over to 13 Greenville Pharmaceutical? 14 A. I'm not exactly sure of his exact words. But I 15 believe he said the report was filed without being 16 looked at, "You fell through the cracks." 17 Q. Is that your best recollection? 18 A. That is my best recollection of it. 19 Q. Now, after you got set up with these physicians 20 that Steve had set up for you initially, did you 21 have any further contact with anyone at Greenville 22 Pharmaceutical? 23 A. No, sir. After that 18th of August of 2010, I 24 have not seen none of them. Steve did call me one 25 time, I believe it was in September, and said that	1 A. No, sir, I hadn't. 2 Q. And you know where North Hills is -- 3 A. Yes, sir. 4 Q. -- where you had that first chest x-ray done? 5 A. Yes, sir. 6 Q. Is that also where you had the second chest x-ray 7 done in August? 8 A. Yes, sir, it is. 9 Q. Did you have any conversations at all with a 10 gentleman by the name of Dr. Desai? 11 A. No, sir, I hadn't. 12 Q. John, you weren't given a very favorable prognosis 13 when you saw Dr. Wilcox last week, were you? 14 A. No, sir. They say that there's nothing really 15 else they can do. It's just a matter of time. In 16 fact, she said possible two years is what I got 17 left, and that's a possible. 18 Q. What does a man think of at a time like that? 19 What goes through your mind? How can you function 20 with that kind of weight upon you? 21 A. All -- what I think about is what's going to 22 happen to my wife, how -- who's going to support 23 her, take care of her, what she's going to do. 24 I've been married to her 45 years, and my 25 thoughts is when I'm gone, her income will drop
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1 you had sent a request over there for my records, 2 but that's the last time. 3 Q. Okay. How about any other representative of 4 Greenville Pharmaceutical since that phone call? 5 Have you had any contact with any other 6 representative, whether they worked there or held 7 an ownership or an investment interest or 8 otherwise? 9 A. The only one that I know of that was connected to 10 it was Dr. Abboy, and I seen him a couple of times 11 and then didn't see him no more. 12 Q. Now, there's a company called Alliance Biomedical 13 Group. Do you recall ever talking with anyone 14 from a group named Alliance Biomedical Group? 15 A. No, sir. 16 Q. If you met somebody that worked with that group, 17 you don't know it, do you? 18 A. No, sir, I don't. 19 Q. Okay. And you've not had any contact with 20 Alliance Biomedical Group at any time, but surely 21 none since January of 2010? 22 A. No, sir. I have not had any contact with anyone 23 from that group as I know of. 24 Q. Have you had any contact with anyone from the 25 North Hills Medical Center?	1 approximately \$5,000 a month. That's 2 approximately what I make my own self through my 3 retirements. And I didn't take the survivor's 4 benefit plan when I retired from the military, so 5 all my military pension will stop immediately. 6 And all she'll have left is her Social Security, 7 and with house payment, car payments, it'll be 8 tough on her. 9 Q. House is still being paid for? 10 A. Yes, sir. 11 Q. How much you owe on it, John? 12 A. Approximately 66,000. 13 Q. Okay. Do you know where you stand with reference 14 to these medical bills that we've discussed? Have 15 you gotten a final statement from anybody? 16 A. No, sir, I hadn't. 17 Q. Your brother will help your wife some, won't he? 18 A. Yes, sir. I mean he'll do what he can, but far 19 as money wise, he can't -- they just surviving 20 through themselves. They both in their sixties 21 and living off Social Security, so money wise he 22 won't be able to help her. Repairs around the 23 house and all, he'll do what he can, but he had a 24 major heart attack at 38, so he's limited to what 25 he can do.

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1 Q. What do you plan to do in the next two years? 2 A. Basically just try to take care the best I can and 3 prepare her for when the end comes, to not let her 4 to into denial. I talk about it all the time to 5 her where she can't go in denial and think that 6 hey, I'm going to live forever. I'm not, and when 7 the man upstairs calls me, I'm going. And I just 8 try to prepare her for it where it won't be a 9 shock on her. 10 Q. John, thank you for coming up and answering my 11 questions today. These other lawyers have the 12 right to ask you questions if they'd like to. 13 A. Okay. 14 Q. All right. So you listen to them and answer them 15 as best you can. 16 A. Okay, sir. 17 MR. DAVIS: Could we take a break before we 18 continue? 19 VIDEOGRAPHER: Sure. 20 MR. DAVIS: Thank you. 21 VIDEOGRAPHER: We're off the video record at 22 10:12:27. 23 (BREAK; OFF THE RECORD) 24 VIDEOGRAPHER: We are back on the video record 25 at 10:23:45.	1 Q. Well, I thank you for your service to our country 2 and the excellent job that I know that you did 3 taking care of those helicopters and doing the 4 things that you did to serve our country. We're 5 honored by that and thank you for that. 6 A. Thank you, sir. I also have the air medal. 7 Q. Yes, sir. Thank you very much. I'm sure there 8 are not a lot of folks with your MOS who had the 9 CIB. I know that's -- 10 A. No, sir, there's not. 11 Q. -- for infantry in combat. 12 A. Yes, sir. 13 Q. And I know you're proud of that and you should be. 14 Sir, what is the name of your oncologist. You 15 mentioned Dr. -- is it Jeannette Wilcox, your 16 radiation oncologist? 17 A. Yes, sir. 18 Q. Who is the oncologist who administered and 19 supervised your chemotherapy? 20 A. Dr. Carla Jorgensen. 21 Q. Do you know how to spell that, by any chance? 22 A. J-O-R-G-E-N-S-O-N (as spelled by the witness), I 23 believe. I wouldn't be -- wait a minute. I may 24 have it on a pill bottle here. 25 Q. Okay.
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1 EXAMINATION BY MR. DAVIS: 2 Q. Mr. Bruce, my name is Ashby Davis. I represent 3 Steve Clemons and the Greenville Pharmaceutical 4 Research in this case. You have 20 years of 5 active duty in the Army. What was your military 6 occupational specialty? 7 A. I was a rotary helicopter inspector. 8 Q. Okay. And you mentioned Fort Rucker. That's 9 where the helicopters are; is that right? 10 A. Yes, sir, at the helicopter school, both for 11 mechanics and for pilots. 12 Q. And did you continue in the MOS for your entire 20 13 years of active duty? 14 A. Yes. That was my primary MOS the whole 20 years. 15 Q. All right, sir. And upon retirement, what was 16 your rank or your pay grade? 17 A. I was a sergeant first class E-7. 18 Q. E-7; okay. Did you get any awards and decorations 19 while you were in the military? 20 A. Yes, sir. I was -- has the combat infantryman 21 badge for being pinned down under fire for over 24 22 hours continuous. I was one of a very few that 23 don't have a infantry MOS that wears that badge, 24 also the good conduct medal and the ribbons that 25 goes along with being in Vietnam.	1 A. (Speaking to Mr. Parham): Can you -- Mike? 2 Q. Go ahead and read it off. 3 A. Mike, can you see the name on that? Dr. 4 Jorgensen? 5 MR. PARHAM: Ashby, this has the name of his 6 partner, Dr. Brooker. 7 MR. DAVIS: Brooker? 8 MR. PARHAM: B-R-O-O-K-E-R. 9 MR. DAVIS: All right. Thank you so much. 10 EXAMINATION RESUMED BY MR. DAVIS. 11 Q. Mr. Bruce, the -- your oncologist, the ones who 12 administered and recommended and treated you 13 during your chemotherapy rounds, were they 14 partners or doctors with Cancer Center of the 15 Carolinas? 16 A. Yes, sir. 17 Q. All right, sir. You mentioned Greenville 18 Pharmaceutical Research. Had you been a 19 customer, or client of Greenville Pharmaceutical 20 Research for various drug studies and trial prior 21 to the one that was started in early January of 22 2010? 23 A. Yes, sir. I'd been a patient or client of theirs 24 since I believe '08. I -- maybe '07. I took my 25 sister-in-law there. She was sent there by her

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1 lung doctor and she happened to mention to him 2 that I had trouble breathing. And they said, 3 "Well, let's test you," and that's how I got 4 hooked up with them, started with them. 5 Q. And did you understand that Greenville 6 Pharmaceutical Research is an office here in 7 Greenville that conducts various trials on 8 various medications or drugs for different drug 9 companies? 10 A. All I knew at the time, they was only testing 11 drugs for COPD. 12 Q. Okay. And what is COPD, sir? 13 A. It's a chronic lung disorder. 14 Q. Okay. And how long have you had that particular 15 disorder, sir, prior to 2010? 16 A. Probably about seven years or so. 17 Q. All right, sir. And did you have a lung 18 specialist, a lung doctor that was seeing and 19 treating you for this COPD? 20 A. I was getting all my treatment through the V.A. 21 Q. All right. And was that a V.A. clinic here in 22 Greenville? 23 A. Yes, sir. 24 Q. Do you remember the names of any of the physicians 25 that might have treated you for that, sir?	1 it. 2 Q. Did -- was anybody else with you when Mr. Clemons 3 said what you recall him saying? 4 A. No, sir. It was just him and I in the office. 5 Q. All right. And did you by any chance write 6 anything down as a result of his conversation with 7 you that day or, "This is what happened today," or 8 like a diary or anything like that? 9 A. No, sir, I didn't. 10 Q. Did Mr. Clemons -- if you recall, did you recall 11 him saying anything to you at that time that they 12 never got the report from the x-ray of January, 13 2010 until this study in August was done? 14 A. No, sir. Best of my knowledge, what he said was 15 that the mass was seen on a January x-ray and I 16 had fell through the cracks. It'd been filed away 17 without me being notified. 18 Q. Okay. And did you prior to today, sir, have the 19 occasion to read through any parts of any of the 20 sworn testimony of Mr. Clemons or Dr. Desai, a 21 radiologist, that had been taken in this case? 22 A. Everything I believe had been sent to me by my 23 lawyer here, but with my eyesight, I can't read 24 it. It's all put in a box, and I look at it and 25 see who it's addressed to and then put it in a
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1 A. One of them name was Smith. I can't remember the 2 other -- I had one that just died a couple years 3 ago. She was my doctor for several years. I 4 can't even remember her name now. That's another 5 thing that the chemo has done, it has affected my 6 memory. 7 Q. Sure. I understand. Did you ever have any 8 private physician outside of the V.A. system that 9 treated you for any of your lung problems prior to 10 Dr. Abby? 11 A. No, sir. 12 Q. All right. You mentioned a conversation you had 13 with Mr. Clemons, Steve Clemons, when it was 14 discovered that you had a mass on your lungs as a 15 result of an x-ray that was done through 16 Greenville Pharmaceutical Research study in August 17 of 2010. Would that be fair? Was it that time 18 frame? 19 A. Yes, sir. It -- that's when he -- I had my second 20 x-ray and the spot was found to be 3.5 centimeters 21 I believe. And that's when he called me down and 22 informed me that I had a place on my lung, needed 23 to be a MRI done to see what it was, and that it 24 also had been seen on a x-ray in January, the 26th 25 of January. And they had failed to notify me of	1 box. If it's not -- the letter's not addressed to 2 me, then I don't try to get somebody to read it to 3 me. 4 Q. Okay. Have you become or made aware of the sworn 5 testimony of Steve Clemons in this case? 6 A. Yes, sir. I -- several points have been told to 7 me. 8 Q. Okay. Can you recall any of those points? 9 MR. PARHAM: Except from his lawyer. 10 MR. DAVIS: Okay. 11 MR. PARHAM: Mr. Bruce? 12 WITNESS: Sir? 13 MR. PARHAM: The reason I'm saying except from 14 his lawyer is there's a law in South Carolina that 15 provides for attorney-client privileged. 16 WITNESS: Right, sir. 17 MR. PARHAM: I want to make sure that you 18 understand that any information that you've 19 obtained through conversations with either myself 20 or with Mr. Jones or with Ms. DeMint are, in my 21 opinion, privileged. So if you learned something 22 from talking with us, you are not to divulge 23 that. 24 WITNESS: Right, sir. 25 MR. PARHAM: If you learned it from talking

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1 with someone else, then you tell Mr. Davis exactly 2 what he needs to know. 3 WITNESS ANSWERS: 4 A. The only thing that's been told to me is through 5 my lawyer. 6 EXAMINATION RESUMED BY MR. DAVIS: 7 Q. Let me ask you this. Are you aware -- strike 8 that. Do you understand today, sir, that 9 Greenville Pharmaceutical Research's position in 10 this lawsuit is that they never received the 11 report from North Hills Medical Center of the x- 12 ray that was done on January 26, 2010? Do you 13 understand that that's their position? 14 A. Yes, sir. 15 Q. Okay. And do you understand that their position 16 is that is -- in August of 2010, when you were in 17 a different study and they got an x-ray report 18 from North Hills, it talked about -- the x-ray 19 report of 2010 spoke about or referred to the 20 report that was done in January, 2010 and that 21 that's when Mr. Clemons first knew about it? Do 22 you understand that that's their position? 23 A. Yes, sir, I do. 24 Q. Okay. And do you understand that Steve Clemons' 25 position is that as soon as he found out about	1 combat. But I full respect those that were, and 2 thank you. I have no questions. 3 WITNESS: Thank you, sir. 4 MR. PARHAM: That's it. Thank you very much. 5 VIDEOGRAPHER: One moment, please. This is 6 the end of the videotaped deposition of John L. 7 Bruce consisting of one tape. We're off the video 8 record at 10:35:38. 9 (There being no further questions, 10 the deposition concluded at 10:35 A.M.) 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25
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1 that January, 2010 report, he contacted North 2 Hills to get a copy of that as soon and as best 3 the way he could, and that he began to get you in 4 touch with -- I think he mentioned Dr. Abboy, a 5 lung specialist? Do you understand that that's 6 their position in the case? 7 A. Yes, sir. 8 Q. Okay. All right. Again, thank you for your 9 patience with me today, and I wish you well. And 10 thank you very much for answering my questions. 11 A. Thank you, sir. 12 MR. HENRIKSON: Sir, my name is Matt 13 Henrikson. I wanted to join Mr. Davis in thanking 14 you for your service to our country. My father 15 served in World War II. I've been registered for 16 the Selective Service. I've never had the honor 17 of serving, but I do want to thank you. And I 18 don't have any other questions today. 19 WITNESS: Thank you, sir. 20 MR. MANN: My name is Milton Mann. I'm the 21 attorney for Alliance Biomedical Research. I, 22 too, thank you for your service. 23 WITNESS: Thank you, sir. 24 MR. MANN: I served with the 7th Infantry 25 Division, and fortunately was never called to	STATE OF SOUTH CAROLINA) : CERTIFICATE COUNTY OF GREENVILLE) Be it known that I took the deposition of JOHN L. BRUCE; That I was then and there a Notary Public in and for the State of South Carolina-at-Large; That by virtue thereof, I was duly authorized to administer an oath; That the witness was by me first duly sworn to testify the truth, the whole truth, and nothing but the truth concerning the matter in controversy aforesaid; That the foregoing transcript of 32 pages is a true and correct transcript of the testimony given in this matter; That I am not related to nor an employee of any of the parties hereto, nor a relative or employee of any attorney or counsel employed by the parties hereto, nor interested in the outcome of this action. WITNESS MY HAND AND SEAL this 30th day of April, 2012. Sheila B. Smith, CVR-CM-M Notary Public for South Carolina My Commission Expires: 3/9/2014

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EXHIBIT I

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BARNEY O. SMITH, JR.
(1952-1996)

March 29, 2011

Via FED-EX DELIVERY

Ms. Ellen Rieback, RN
Rieback Medical-Legal Consultants, Inc.
772 N.W. 100th Terrace
Fort Lauderdale, FL 33324

Re: John Bruce - Requested Reviewer: Gerald H. Sokol, MD

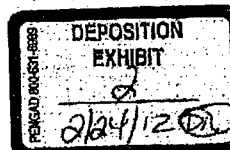
Dear Ellen:

I hope this letter finds you well.

Pursuant to your recent communication with our office, please find enclosed herewith the pertinent medical records relating to our client John Bruce. John is a retired trucker who lives in the Greenville area of South Carolina.

We are now in the early stages of investigating a potential claim which involves Mr. Bruce and his medical treatment and care rendered by physicians and physician extenders at Greenville Pharmaceutical Research, a local research entity established by several physicians in Greenville and Spartanburg Counties. Mr. Bruce tells us that he has COPD. His sister-in-law had, from time to time, become a patient at Greenville Pharmaceutical Research herself and had mentioned that he might go with her to Greenville Pharmaceutical Research to seek relief from his complaints of trouble breathing. Shortly thereafter, Mr. Bruce went with his sister-in-law to Greenville Pharmaceutical Research and was treated and evaluated by members of their staff.

When Mr. Bruce first appeared, he advised Greenville Pharmaceutical Research of his thirty year past history of smoking, however, he had quit smoking twelve



years earlier. He also revealed his diagnosis of COPD. As a part of his study, he was required to obtain a chest x-ray by the group's personnel on January 26, 2010. This x-ray was read by Nayan R. Desai, MD, a local radiologist, who runs a Medicaid clinic in Greenville, South Carolina. The report of the film on January 26, 2010 is neither signed or nor does it indicate that it was ever seen by any physician. On this particular x-ray, Dr. Desai noted a small soft mass measuring (1.8 cm) in the right upper lobe and a CT scan was recommended. Mr. Bruce denies that anyone either told him of this finding or of the need to obtain a CT scan. 1/26/10 7/10

When Mr. Bruce returned for a follow-up in August of 2010, another film was obtained. The initial lesion appeared to now be 3.05 cm in size and Mr. Bruce was notified of the need for a CT scan. This led to a fine needle aspiration and diagnosis of large cell lung cancer which had metastasized. It was noted that the growth of the lesion and its metastasis caused it to be non-operable. Mr. Bruce recently finished 35 treatments of radiation and 9 treatments of chemotherapy.

Mr. Bruce seems to be a fine gentleman. He has been married for the past 44 years. He has no children. He left the workforce in 2003 and his wife is on disability for her back.

We have attempted to organize the records in the best way we can. They have not been forwarded to us in any timely or organized fashion. Two things to draw from the records, however, are clear. This large cell carcinoma was not reported to either the patient or another physician in January of 2010 as it should have been. Secondly, once reported, following the August study, Mr. Bruce had ceased to be a surgical candidate and had to undergo excruciating chemotherapeutic and radiation therapy. While I am pleased to enclose herewith certain recent radiographic studies of March 18, 2011 indicating some significant response to chemotherapy and radiation, I think that all of us are aware of the usual customary course of this disease once allowed to metastasize.

As per our previous conversation, I would appreciate your best efforts in obtaining from Dr. Sokol his opinion upon several issues:

1. Did Dr. Desai deviate from ordinary and customary standards of care in failing to inform the patient and/or the referring physician of the existence of the lesion in January of 2010?
2. Did Dr. Desai deviate from ordinary and customary standards of care in failing to advise the patient and/or the referring physician of the need for follow-up with CT scan following the study of January, 2010?

3. Had diagnosis of this lesion been made in January of 2010, was the lesion, in your opinion, to a reasonable degree of medical certainty, most probably an operable lesion?
4. Due to the pathology of the lesion and its small size without metastasis in January of 2010, had surgery taken place would Mr. Bruce, most probably, live his full and complete life expectancy?
5. Had Mr. Bruce undergone surgical intervention in January of 2010 with reference to this lesion, would he most probably have avoided the necessitation of having to undergo both radiation and chemotherapy?

If Dr. Sokol can be positive on these issues, we would be pleased to prepare for his review the appropriate Affidavit which would then allow us to place this matter in early litigation. As you know, here in South Carolina we cannot sue the physician directly. Rather, we bring an action known as a Notice of Intent to File Suit and then proceed for 120 days to mediation in which all parties hope that some type of closure can be brought to the matter prior to the filing of a formal complaint.

As you might guess, our client is anxious to proceed. He cherishes each day of his life, however, he is aware of how uncertain day to day living has become. He continues to be tortured with terrible coughing spasms since his radiation and chemotherapy. If Dr. Sokol can help, we need to move quickly.

We thank you in advance for your cooperation and assistance with this matter. Upon completion of Dr. Sokol's review, I ask that he please contact my assistant Christen Blom so that she can arrange a telephone conference wherein we can discuss his thoughts and opinions regarding this case. Christen can be reached in the office at 864-242-9008.

I remain,

Yours very truly,

Michael Parham
MP:cb

Enclosures

Cc: Mr. John Bruce
P.O. Box 24
Marietta, SC 29661

EXHIBIT J

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF GREENVILLE	)	
	)	
John L. Bruce and Marilyn Bruce,	)	C.A. No. 2011-CP-23-6967
	)	
Plaintiffs,	)	
	)	
vs	)	PLAINTIFFS' RESPONSES TO
	)	DEFENDANT ALLIANCE BIOMEDICAL
Greenville Pharmaceutical Research,	)	GROUP'S FIRST REQUEST FOR
Inc. and Alliance Biomedical Group,	)	ADMISSION
	)	
Defendants.	)	

TO: DEFENDANT ALLIANCE BIOMEDICAL GROUP AND ITS ATTORNEY F. MILTON MANN, JR., ESQ.

1. Admit that the attached hereto marked as Exhibit 1, a copy of the Pathology report of a Fine Needle Aspiration performed by Chandar R. Abboy, MD, reviewed by Pathologist Lawrence J. Minette, MD and Cytologist Cathe Johnson, CT, on John L. Bruce, is a genuine copy of medical records of Plaintiff John L. Bruce, and this record qualifies as a business record under the South Carolina Business Records Act.

RESPONSE:

Admit. However, the report is best described as Cytology as opposed to Pathology.

2. Admit that the attached hereto marked as Exhibit 2, a copy of the Pathology report of John L. Bruce Adm. Date September 29, 2010., is a genuine copy of medical records of Plaintiff John L. Bruce, and this record qualifies as a business record under the South Carolina Business Records Act.

RESPONSE:

Admit.

3. Admit that, as to Exhibit 1, extrinsic evidence of authenticity as a condition precedent to its admissibility is not required.

RESPONSE:

Admit.

4. Admit, as to Exhibit 2, extrinsic evidence of authenticity as a condition precedent to its admissibility is not required.

RESPONSE:

Admit.

5. Admit that Exhibit 1 was not provided to Gerald H. Sokol, MD, prior to his May 26, 2011 Affidavit.

RESPONSE:

Admit. However, according to Dr. Sokol, the diagnosis contained in Exhibit 1 was referenced in other reports that were provided to him prior to his 5/26/2011 Affidavit.

6. Admit that Exhibit 2 was not provided to Gerald H. Sokol, MD, prior to his May 26, 2011 Affidavit.

RESPONSE:

Admit. However, according to Dr. Sokol, the diagnosis contained in Exhibit 2 was referenced in other reports that were provided to him prior to his 5/26/2011 Affidavit.

7. Admit that Dr. Sokol was not requested by the Plaintiffs to offer opinion, testimony respecting Alliance Biomedical Research, LLC prior to his May 26, 2011 Affidavit.

RESPONSE:

Admit.

8. Scarlett Daley is not an attorney.

PARHAM & SMITH, LLC



Michael Parham, #4333
Jamie DeMint, #74062
Robert Jones, #79000
P.O. Box 2800
Greenville, SC 29602
864/242-9008

Dated: 1-3-12
Greenville, South Carolina

Attorneys for the Plaintiffs

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF GREENVILLE)

John L. Bruce and Marilyn Bruce,) C.A. No. 2011-CP-23-6967

Plaintiff(s),)

vs)

Greenville Pharmaceutical Research,)
Inc. and Alliance Biomedical Group,)

Defendant(s).)

CERTIFICATE OF SERVICE BY MAIL

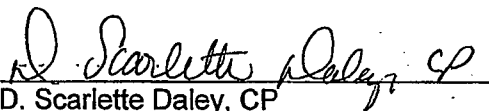
D. Scarlett Daley, CP, certifies that she served

- **Plaintiffs' Responses to Defendant Alliance Biomedical Group's First Request for Admission**

upon the following individual as counsel of record for the defendant **Alliance Biomedical Group** by placing a true and correct copy of the same by United States Mail, postage prepaid, to the following address:

Franklin Milton Mann, Jr.
1089 Boiling Springs Rd.
Spartanburg, SC 29303

January 3, 2012


D. Scarlett Daley, CP
Certified Paralegal

4/8/16

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	THIRTEENTH JUDICIAL CIRCUIT
COUNTY OF PICKENS	)	
	)	
Alliance Biomedical Research, LLC,	)	
	)	
Plaintiff,	)	PLAINTIFF'S MEMORANDUM IN
	)	OPPOSITION TO DEFENDANTS'
vs.	)	MOTION FOR SUMMARY JUDGMENT
	)	
Judith H. Parham, Personal Representative	)	
of the Estate of David Michael Parham,	)	C.A. No. 2014-CP-39-350
Deceased, and Parham & Smith	)	
	)	
Defendant.	)	
_____	)	

Defendants Judith H. Parham, Personal Representative of the Estate of David Michael Parham, Deceased (hereinafter Defendant Parham) and Parham & Smith, LLC (hereinafter Defendant P&S), filed a pursuant to Rule 56 of the South Carolina Rules of Civil Procedure. Defendants also moved for sanctions in the form of attorneys' fees, costs, and expenses incurred in defending this lawsuit, as provided for in the S.C. Code Ann. § 15-36-10, commonly known as the South Carolina Frivolous Civil Proceedings Sanctions Act and also as provided by Rule 11 of the South Carolina Rules of Civil Procedure. Plaintiff submits this memorandum in opposition to Defendants' motions and respectfully ask that said motions be denied.

SCRPC 56 STANDARD OF REVIEW

"Summary judgment is a drastic remedy, which should be cautiously invoked so that no person will be improperly deprived of a trial of the disputed factual issues." *Thomas Sand Co. v. Colonial Pipeline Co.*, 563 S.E.2d 109, 112 (S.C. Ct. App. 2002). Summary Judgment is

appropriate when it is clear from the pleadings, depositions, answers to interrogatories, and admissions on file, along with any affidavits, there is no genuine issue of material fact and the moving party is entitled to judgment as a matter of law. *BPS, Inc. v. Worthy*, 608 S.E.2d 155 (S.C.App. 2005); *Belton v. Cincinnati Inc. Co.*, 360 S.C. 575, 602 S.E.2d 389 (2004); *McCall v. State Farm Mut Auto Ins. Co.*, 359 S.C. 372, 597 S.E.2d 181 (Ct.App. 2004); Rule 56(c), SCRPC; *see also Higgins v. Medical Univ. of South Carolina*, 326 S.C. 592, 486 S.E.2d 269 (Ct.App. 1997) (noting that when ruling on motion for summary judgment, trial judge must consider all of the documents and evidence within the record, including pleadings, depositions, answers to interrogatories, admissions on file, and affidavits.) "Under Rule 56(c), the party seeking summary judgment has the initial burden of proof of demonstrating the absence of a genuine issue of material fact." *Lanham v. Blue Cross and Blue Shield of South Carolina, Inc.*, 563 S.E.2d 331 (S.C. 2002); *Baughman v. American Tel. and Tel. Co.*, 306 S.C. 101, 410 S.E.2d 537 (1991).

"Summary judgment is not appropriate where further inquiry into the facts of the case is desirable to clarify the application of the law." *Lanham v. Blue Cross and Blue Shield of South Carolina, Inc.*, 563 S.E.2d 331 (S.C. 2002); *Brockbank v. Best Capital Corp.*, 341 S.C. 372, 534 S.E.2d 688 (2000). In determining whether any triable issue of fact exists, as will preclude summary judgment, the evidence and all inferences which can be reasonably drawn therefore must be viewed in the light most favorable to the non-moving party. *Strother v. Lexington County Recreation Comm'n*, 332 S.C. 54, 504 S.E.2d 117 (1998); *Pye v. Aycock*, 325 S.C. 426, 480 S.E.2d 455 (Ct.App. 1997). If triable issues exist, those issues must go to the jury. *Rothrock v. Copeland*, 305 S.C. 402, 409 S.E.2d 366 (1991). "Summary judgment should not be granted

even when there is no dispute as to evidentiary facts if there is a disagreement concerning the conclusion to be drawn from those facts.” *Lanham v. Blue Cross and Blue Shield of South Carolina, Inc.*, 563 S.E.2d 331 (S.C. 2002); *Moriarty v. Garden Sanctuary Church of God*, 341 S.C. 320, 534 S.E.2d 672 (2000). “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 in order to withstand a motion for summary judgment.” *Hancock v. Mid-South Mgmt. Co., Inc.*, 673 S.E.2d 801, 803 (S.C. 2009).

LEGAL ANALYSIS

Alliance Biomedical Research, LLC, which is a South Carolina limited liability corporation. It's Members are Gregory J. Feldman, MD, Joseph A. Boscia, III, MD, Anna Buice, Steve Clemons, and Haley Williams (“ABR”). The Defendants are the Estate of attorney Mike Parham and his law firm, Parham & Smith (“P&S”). This action arises out of alleged conduct by Parham as counsel in a prior lawsuit captioned *John L. Bruce and Marilyn Bruce v. Greenville Pharmaceutical Research, Inc. and Alliance Biomedical Group*, (“underlying action” or “Bruce litigation”) filed on October 20, 2011 in the Court of Common Pleas for Greenville County, Thirteenth Judicial Circuit, case number 2011-CP-23-6967. On May 4, 2012, the underlying action ended by a Stipulation of Dismissal with Prejudice of ABR. Plaintiffs’ Second Amended Complaint is comprised of two causes of action, abuse of process and malicious prosecution.

ABUSE OF PROCESS

The elements of abuse of process are an ulterior purpose and a willful act in the use of the process not proper in the conduct of the proceeding. Huggins v. Winn-Dixie Greenville, Inc.,

249 S.C. 206, 153 S.E.2d 693 (1967). The following numerical paragraphs, numbered as in Plaintiff's Second Amended Complaint, establish the assertions and factual support thereof:

11. Following the pre-suit period of time, on October 20, 2011, Parham signed and filed the underlying litigation. See, Complaint in *John L. Bruce and Marilyn Bruce v. Greenville Pharmaceutical Research, Inc. and Alliance Biomedical Group*, filed on October 20, 2011 in the Court of Common Pleas for Greenville County, Thirteenth Judicial Circuit, case number 2011-CP-23-6967.

12. In the Bruce litigation, John L. Bruce and Marilyn Bruce ("Bruces"), through their attorney, Parham, alleged that Greenville Pharmaceutical Research, Inc. ("GPR") and Alliance Biomedical Research Group, LLC, failed "to possess the degree of care, competence and skill ordinarily and customarily possessed by similar healthcare providers in similar circumstances or failing to exercise that degree of care, competence and skill ordinarily and customarily exercised by similar health-care providers under similar circumstances and in deviating from ordinary and customary standards of medical care", and acted in a fashion of "negligence, carelessness, recklessness, willfulness and wantonness", which caused the Plaintiffs to suffer real and immediate injury. See, Complaint in *John L. Bruce and Marilyn Bruce v. Greenville Pharmaceutical Research, Inc. and Alliance Biomedical Group*, filed on October 20, 2011 in the Court of Common Pleas for Greenville County, Thirteenth Judicial Circuit, case number 2011-CP-23-6967.

13. Within the underlying action, Parham alleged on behalf of the Bruces: "Upon information and belief, Alliance Biomedical Research, LLC, is a corporation whose principal

place of business is in the County of Spartanburg, State of South Carolina. Alliance Biomedical Research, LLC is the parent company of Greenville Pharmaceutical Research, Inc. At all times herein mentioned, the Defendant Alliance Biomedical Research, LLC, acted by and through its subsidiary Greenville Pharmaceutical Research, Inc. together with its servants, agents and employees." See, Complaint in *John L. Bruce and Marilyn Bruce v. Greenville Pharmaceutical Research, Inc. and Alliance Biomedical Group*, filed on October 20, 2011 in the Court of Common Pleas for Greenville County, Thirteenth Judicial Circuit, case number 2011-CP-23-6967.

14. Parham sought actual and punitive damages arising out of the underlying action for the Bruces against Plaintiff for GPR's alleged conduct. See, Complaint in *John L. Bruce and Marilyn Bruce v. Greenville Pharmaceutical Research, Inc. and Alliance Biomedical Group*, filed on October 20, 2011 in the Court of Common Pleas for Greenville County, Thirteenth Judicial Circuit, case number 2011-CP-23-6967.

15. On April 16, 2012, Mr. Bruce testified in his deposition within the underlying action that he had never spoken with anyone from the Plaintiff; did not know of any meetings with anyone from the Plaintiff; and had never had contact with anyone from the Plaintiff. See, Deposition of John Bruce in *John L. Bruce and Marilyn Bruce v. Greenville Pharmaceutical Research, Inc. and Alliance Biomedical Group*, case number 2011-CP-23-6967, taken on April 16, 2012 at Page 19, Lines 3-23.

16. The underlying litigation was purely at the insistence of Parham, as his client in the underlying case had no knowledge of the Plaintiff. See, Deposition of John Bruce in *John L. Bruce and Marilyn Bruce v. Greenville Pharmaceutical Research, Inc. and Alliance Biomedical*

Group, case number 2011-CP-23-6967, taken on April 16, 2012 at Page 19, Lines 3-23.

17. Prior to the suit being filed, Parham was placed on notice by GPR's attorney that there was a complete lack of ownership between GPR and the Plaintiff. See, Affidavit of Gregory J. Feldman, M.D., dated April 7, 2016.

18. Filing suit against the Plaintiff was merely an effort to include another party, irrespective of the lack of liability, to have leverage against GPR in an effort to overcome its meritorious defenses. See, Deposition of Gregory J. Feldman, M.D. taken on December 16, 2015 at Page 86, Line 15 through Page 87, Line 4.

19. In response to the underlying action, the Plaintiff filed a Motion to Dismiss on November 17, 2011, which stated that the Bruce litigation failed to state a cause of action. See, Defendant, Alliance Biomedical Research, LLC's Motion to Dismiss Plaintiffs' Complaint as to Defendant Alliance Biomedical Research, LLC in *John L. Bruce and Marilyn Bruce v. Greenville Pharmaceutical Research, Inc. and Alliance Biomedical Group*, case number 2011-CP-23-6967, clocked November 17, 2011.

20. As a result of the Motion to Dismiss, Parham was reminded, yet again, that he had included a party without any business relationship with his client. See, Defendant, Alliance Biomedical Research, LLC's Motion to Dismiss Plaintiffs' Complaint as to Defendant Alliance Biomedical Research, LLC in *John L. Bruce and Marilyn Bruce v. Greenville Pharmaceutical Research, Inc. and Alliance Biomedical Group*, case number 2011-CP-23-6967, clocked November 17, 2011.

21. Plaintiff's Answer, filed on November 23, 2011, further placed Parham on notice

that there was a complete absence of liability on the part of the Plaintiff due to a lack of ownership by the Plaintiff of GPR, not business relationship of any kind with his client. See, Defendant, Alliance Biomedical Research, LLC's Answer to Plaintiff's Complaint in *John L. Bruce and Marilyn Bruce v. Greenville Pharmaceutical Research, Inc. and Alliance Biomedical Group*, case number 2011-CP-23-6967, clocked November 23, 2011.

22. Within Plaintiff's Answer in the Bruce litigation, the Plaintiff reaffirmed the absence of any relationship between itself and GPR nor business relationship with his clients. See, Defendant, Alliance Biomedical Research, LLC's Answer to Plaintiff's Complaint in *John L. Bruce and Marilyn Bruce v. Greenville Pharmaceutical Research, Inc. and Alliance Biomedical Group*, case number 2011-CP-23-6967, clocked November 23, 2011.

23. On November 10, 2011, the Plaintiff served Interrogatory Answers clearly stating that "Defendant Alliance Biomedical Research, LLC has no knowledge of Plaintiffs John L. Bruce and/or Marilyn Bruce". See, Defendant, Alliance Biomedical Research, LLC's Answer to Plaintiff's Interrogatories in *John L. Bruce and Marilyn Bruce v. Greenville Pharmaceutical Research, Inc. and Alliance Biomedical Group*, case number 2011-CP-23-6967, dated November 10, 2011.

24. Further, the Plaintiff's Interrogatory answers stated that:

"Defendant Alliance Biomedical Research, LLC has knowledge that Greenville Pharmaceutical Research, Inc. is a South Carolina corporation, duly registered with the Secretary of State. Defendant Alliance Biomedical Research, LLC is a South Carolina limited liability company, duly registered with the Secretary of State. Neither entity has any ownership

interest in the other. Defendant Greenville Pharmaceutical Research, Inc. provides no services to Defendant Alliance Biomedical Research, LLC. Defendant Alliance Biomedical Research, LLC provides no training or administrative management services to Defendant Greenville Pharmaceutical Research, Inc. Defendant Alliance Biomedical Research, LLC does provide legal services to Defendant Greenville Pharmaceutical Research, Inc.”

“Defendant Alliance Biomedical Research, LLC has no knowledge of John L. Bruce and thus no physician/patient relationship, no business relationship, nor any relationship, in any form or fashion, existed between the Plaintiff John L. Bruce and Defendant Alliance Biomedical Research, LLC.”

See, Defendant, Alliance Biomedical Research, LLC's Answer to Plaintiff's Interrogatories in John L. Bruce and Marilyn Bruce v. Greenville Pharmaceutical Research, Inc. and Alliance Biomedical Group, case number 2011-CP-23-6967, dated November 10, 2011.

25. The continuation of the underlying lawsuit against Plaintiff was done for ulterior purposes to pressure GPR with Parham repeatedly being advised of the deficiencies of the Bruce litigation in that the Plaintiff had no ownership interest in GPR nor relationship with his clients. See, Deposition of Gregory J. Feldman, M.D. taken on December 16, 2015 at Page 86, Line 15 through Page 87, Line 4.

26. Due to the Plaintiff's inclusion in the Bruce litigation, it was involved in no less than ten (10) depositions, resulting in time, effort, and costs, including travel costs to and from Florida. See, Plaintiff's Responses to Defendants' Second Request for Production of Documents, dated March 17, 2016.

27. On April 16, 2012, Parham further set out his scheme by sending a letter to counsel "to give [them] a heads up" he may be filing a Motion to Amend the Complaint to include a study sponsor and important business partner with GPR. Glaxo-Smith Kline ("GSK"). (Exhibit B) See, letter from Michael Parham to Ashby Davis, Esq., dated April 16, 2012 in *John L. Bruce and Marilyn Bruce v. Greenville Pharmaceutical Research, Inc. and Alliance Biomedical Group*, case number 2011-CP-23-6967.

28. The letter was an attempt to extort settlement monies by threat to include another innocent third party business partner of GPR and in an effort to coerce Plaintiff to act upon Parham's behalf. See, Deposition of Gregory J. Feldman, M.D. taken on December 16, 2015 at Page 129, Line 1 through Page 130, Line 21.

29. Parham sent the letter with the full knowledge that John Bruce was never accepted as a volunteer for a GSK research study; that John Bruce "screen failed" and thus never participated in the GSK study at issue, never had any procedures performed and never took the GSK study medicine. See, Deposition of Steven Clemons taken on March 20, 2012 at Page 39, Lines 7 through 10 in *John L. Bruce v. Greenville Pharmaceutical Research, Inc. and Alliance Biomedical Group*, case number 2011-CP-23-6967.

30. Parham's letter was sent as a threat in order to extort monies from the Plaintiff and GPR by intentionally interfering with a business relationship between GPR and GSK, an innocent third party, in order to blackmail a settlement from GPR. See, Deposition of Gregory J. Feldman, M.D. taken on December 16, 2015 at Page 1296, Line 1 through Page 130, Line 21.

31. Parham instituted and/or continued the underlying judicial proceeding in

instituting such proceeding and by a lack of probable cause, which resulted in injury and/or damage to the Plaintiff. See, Deposition of Gregory J. Feldman, M.D. taken on December 16, 2015 at Page 114, Line 6 through 24.

34. Once Parham recognized that Plaintiff would not be extorted into a nuisance settlement or that his efforts would not affect the GPR case, he dismissed this Plaintiff from the lawsuit, turning his attention to different tactics to apply pressure to GPR and the owners of Alliance Biomedical Research, LLC. See, Stipulation of Dismissal of Defendant Alliance with Prejudice, in *John L. Bruce and Marilyn Bruce v. Greenville Pharmaceutical Research, Inc. and Alliance Biomedical Group*, case number 2011-CP-23-6967, entered May 4, 2012 and letter from Michael Parham to Ashby Davis, Esq., dated April 16, 2012 in *John L. Bruce and Marilyn Bruce v. Greenville Pharmaceutical Research, Inc. and Alliance Biomedical Group*, case number 2011-CP-23-6967.

35. The Bruce litigation terminated in the favor of the Plaintiff on May 4, 2012, by a Stipulation of Dismissal with Prejudice. See, Stipulation of Dismissal of Defendant Alliance with Prejudice, in *John L. Bruce and Marilyn Bruce v. Greenville Pharmaceutical Research, Inc. and Alliance Biomedical Group*, case number 2011-CP-23-6967, entered May 4, 2012.

36. Parham brought suit against the Plaintiff in an effort to affect the litigation as it concerned GPR. See, Deposition of Gregory J. Feldman, M.D. taken on December 16, 2015 at Page 86, Line 15 through Page 87, Line 4.

37. The inclusion of Plaintiff in the underlying lawsuit was intended to apply pressure towards the owners of GPR because of the overlap of some individual owners

between the two entities and affect the outcome of the claims against GPR. See, Deposition of Gregory J. Feldman, M.D. taken on December 16, 2015 at Page 86, Line 15 through Page 87, Line 4.

38. At all times material, the lawsuit against Plaintiff was a sham and never intended to establish liability against Alliance Biomedical Research, LLC. See, Deposition of Gregory J. Feldman, M.D. taken on December 16, 2015 at Page 114, Lines 6 through 24.

39. Parham lacked probable cause in initiating the lawsuit and possessed a reckless indifference at the inception of the lawsuit by his failure in determining the association between the entities. See, Affidavit of Gregory J. Feldman, M.D., dated April 7, 2016.

40. Parham was informed prior to the filing of the underlying lawsuit, and was repeatedly put on notice, that the Plaintiff did not carry liability insurance. See Affidavit of Gregory J. Feldman, M.D., dated April 7, 2016 and Defendant, Alliance Biomedical Research, LLC's Answer to Plaintiff's Interrogatories in *John L. Bruce and Marilyn Bruce v. Greenville Pharmaceutical Research, Inc. and Alliance Biomedical Group*, case number 2011-CP-23-6967, dated November 10, 2011..

41. As such, the owners were fully and wholly responsible and liable to cover the litigation expenses, which Parham willingly used to cause an economic drain and thereby serving as economic coercion on the Plaintiff's owners to settle, regardless of liability. See, Affidavit of Gregory J. Feldman, M.D., dated April 7, 2016.

42. Parham was driven by greed for his own monetary gain because of the contingency fee contract with his client. See, Deposition of Gregory J. Feldman, M.D. taken on

December 16, 2015 at Page 86, Line 15 through Page 87, Line 4 and South Carolina Rule 1.5(c), Fees.

43. Filing suit against the Plaintiff was purely a scheme to include an innocent party in an effort to extract money for the benefit of his own personal gain by attempting to affect another Defendant. See, Deposition of Gregory J. Feldman, M.D. taken on December 16, 2015 at Page 86, Line 15 through Page 87, Line 4.

The mere filing of a lawsuit does not give rise to a cause of action for an abuse of process claim. ("Hence, to sustain a claim for the tort, a party must allege facts sufficient to show not only that the lawsuit was brought for an ulterior purpose, i.e. for collateral reasons, but that willful acts were taken through which the process was misapplied or abused." Food Lion, Inc. v. United Food & Commercial Workers Inter. Union, 567 S.E.2d 251, 351 S.A. 65 (S.C.App. 2002). An aggrieved party must be aware of facts sufficient to allege not only the inception of a lawsuit but an ulterior purpose and a willful act in the use of the process not proper in the conduct of the proceeding. (Food Lion, Inc. v. United Food & Commercial Workers Inter. Union, 567 S.E.2d 251, 351 S.A. 65 (S.C.App. 2002). Plaintiff's Second Amended Complaint alleges, in great detail, the depths the Defendants conducted themselves with cites to factual support. Plaintiff respectfully submits that there exists for more than the mere scintilla of evidence required to withstand Defendants' Motion for Summary Judgment.

MALICIOUS PROSECUTION

Defendant Parham asserts that Alliance cannot sue Defendant Parham on any cause of action and relies on the holding in *Gaar v. North Myrtle Beach Realty Co., Inc.*, 287 S.C. 525, at

528-529, 339 S.E.2d 887, at 889, where an attorney acting in good faith with the authority of the client is not liable to third party in an action for malicious prosecution. However, the court in *Stiles v. Onorato*, 318 S.C. 297, 457 S.E.2d 601 (S.C. 1995) held that "the trial court erred in dismissing the complaint on the basis that *Gaar* provides absolute immunity to an attorney under any and all circumstances." "To recover in an action for malicious prosecution, the plaintiff must show (1) the institution or continuation of original judicial proceedings, either civil or criminal (2) by, or at the instance of, the defendant (3) termination of such proceedings in plaintiff's favor (4) malice in instituting such proceedings (5) want of probable cause and (6) resulting injury or damage." *Gaar v. North Myrtle Beach Realty Co., Inc.*, 287 S.C. 525, 339 S.E.2d 887 at 889. Plaintiff argues that David Michael Parham did not act on behalf of, with the knowledge of, nor in good faith with the authority of his client in bringing the underlying lawsuit against Alliance. The following numerical paragraphs, numbered as in Plaintiff's Second Amended Complaint, establish the assertions and factual support thereof:

47. As previously alleged, the institution of the proceedings occurred by the filing of the lawsuit on October 20, 2011, which continued for no less than ten (10) depositions, numerous pleadings, and One Hundred Ninety-Seven (197) days. See, Plaintiff's Amended Responses to Defendants' Requests for Production of Documents, dated March 9, 2016.

48. Given the lack of knowledge by the Bruce's, the litigation against Alliance Biomedical Research, LLC was purely at the insistence of Parham. See Deposition of John Bruce in *John L. Bruce and Marilyn Bruce v. Greenville Pharmaceutical Research, Inc. and Alliance Biomedical Group*, case number 2011-CP-23-6967, taken on April 16, 2012 at Page 19, Lines 3-

23.

49. Such litigation terminated in favor of Alliance Biomedical Research, LLC as alleged in paragraph 36 above. See, Stipulation of Dismissal of Defendant Alliance with Prejudice, in *John L. Bruce and Marilyn Bruce v. Greenville Pharmaceutical Research, Inc. and Alliance Biomedical Group*, case number 2011-CP-23-6967, entered May 4, 2012

50. Parham proceeded with malice in the institution and continuation of the litigation against Alliance Biomedical Research, LLC, as evidenced by:

a. Parham's lack of investigation; See Affidavit of Gregory J. Feldman, M.D., dated April 7, 2016 and Deposition of Gregory J. Feldman, M.D. taken on December 16, 2015 at Page 114, Line 6 through 24.

b. Parham's callous disregard for the rights of Alliance Biomedical Research, LLC; See, Deposition of Gregory J. Feldman, M.D. taken on December 16, 2015 at Page 86, Line 15 through Page 87, Line 4.

c. Parham's wrongful continuation of the litigation against Alliance Biomedical Research, LLC, in the face of insurmountable evidence of a lack of culpability; and, See Deposition of John Bruce in *John L. Bruce and Marilyn Bruce v. Greenville Pharmaceutical Research, Inc. and Alliance Biomedical Group*, case number 2011-CP-23-6967, taken on April 16, 2012 at Page 19, Lines 3-23; See, Deposition of Gregory J. Feldman, M.D. taken on December 16, 2015 at Page 86, Line 15 through Page 87, Line 4; See, Deposition of Robert Walker taken on April 10, 2012 in *John L. Bruce and Marilyn Bruce v. Greenville Pharmaceutical Research, Inc. and Alliance Biomedical Group*, case number 2011-CP-23-6967, Page 19, Line 23 through Page

20, Line 1.

d. Parham's unjust attempt to affect the litigation against GPR by the suit against Plaintiff and threats towards GSK. See, Deposition of Gregory J. Feldman, M.D. taken on December 16, 2015 at Page 86, Line 15 through Page 87, Line 4.

51. From the inception, Parham was well aware that the litigation against Alliance Biomedical Research, LLC lacked probable cause and was merely a sham lawsuit. See Deposition of John Bruce in *John L. Bruce and Marilyn Bruce v. Greenville Pharmaceutical Research, Inc. and Alliance Biomedical Group*, case number 2011-CP-23-6967, taken on April 16, 2012 at Page 19, Lines 3-23 and Pre-Suit Affidavit of Gerald H. Sokol, MD in *John L. Bruce and Marilyn Bruce v. Greenville Pharmaceutical Research, Inc. and Alliance Biomedical Group*, case number 2011-CP-23-6967, dated May 26, 2011.

52. Parham instituted and/or continued the underlying judicial proceeding with malice in instituting such proceeding with a lack of probable cause which resulted in injury and/or damage to the Plaintiff. See, Deposition of Gregory J. Feldman, M.D. taken on December 16, 2015 at Page 114, Lines 6 through 24.

53. The Bruce litigation terminated in the favor of the Plaintiff on May 4, 2012, by a Stipulation of Dismissal with Prejudice. See, Stipulation of Dismissal of Defendant Alliance with Prejudice, in *John L. Bruce and Marilyn Bruce v. Greenville Pharmaceutical Research, Inc. and Alliance Biomedical Group*, case number 2011-CP-23-6967, entered May 4, 2012

Again, Plaintiff's Second Amended Complaint alleges, in great detail, the depths the

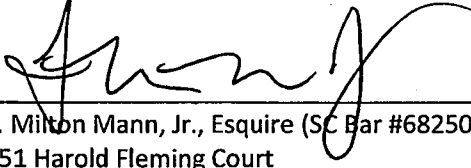
Defendants conducted themselves with cites to factual support. Plaintiff respectfully submits that there exists for more than the mere scintilla of evidence required to withstand Defendants' Motion for Summary Judgment.

CONCLUSION

For all of the foregoing reasons, Defendants' Motion for Summary Judgment and for sanctions should be denied. Plaintiff's Complaint, taken in the light most favorable to the non-moving party and the inferences reasonably drawn therefrom and entitles relief to the Plaintiff. It further prays for an award of costs, including attorney's fees, incurred in this matter.

F. MILTON MANN, JR.
ATTORNEY FOR PLAINTIFF

By: _____


F. Milton Mann, Jr., Esquire (SC Bar #68250)
151 Harold Fleming Court
Spartanburg, South Carolina 29303
(864) 208-0359

April 8, 2016

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	THIRTEENTH JUDICIAL CIRCUIT
COUNTY OF PICKENS	)	C/A No.: 2014-CP-39-350
Alliance Biomedical Research, LLC,	)	
	)	
Plaintiff,	)	
	)	DEFENDANTS' REPLY TO PLAINTIFF'S
vs.	)	MEMORANDUM IN OPPOSITION TO
	)	DEFENDANTS' MOTION FOR
Judith H. Parham, Personal	)	SUMMARY JUDGMENT
Representative of the Estate of David	)	
Michael Parham, deceased and Parham &	)	
Smith, LLC,	)	
	)	
Defendants.	)	
	)	

TO: F. MILTON MANN, JR., ESQUIRE, ATTORNEY FOR PLAINTIFF

This matter is before the Court on the Defendants' Motion for Summary Judgment pursuant to Rule 56 of the South Carolina Rules of Civil Procedure. Defendants filed a Memorandum in Support on March 31, 2016. On Friday April 8, 2016, just three days before the initially scheduled Monday April 11 hearing on this Motion, Plaintiff emailed copies of its Memorandum in Opposition and opposing affidavits to Judge Hill. Judge Hill subsequently recused himself from the case and the April 11 hearing was cancelled. Plaintiff's Memorandum in Opposition and affidavits have still not been filed with the Clerk of Court. Nevertheless, this brief Reply will address certain arguments made therein.

The simple basis for this Motion for Summary Judgment, which is laid out in detail in the filed Motion and Memorandum in Support, is that Plaintiff has sued the Defendants, a deceased attorney and his law firm, for actions that he took in representing his clients, John Bruce and Marilyn Bruce, in a malpractice lawsuit they brought against the Plaintiff herein. In South Carolina, attorneys are absolutely from suit by opposing parties unless it can be shown that the

attorney was acting not on his client's behalf, but for some ulterior purpose of his own. Plaintiff does not have any evidence, has never had any evidence, and has not tried to uncover any evidence to carry this burden. In fact, it should be clear from the very allegations of Plaintiff's Complaint that their claims for malicious prosecution and abuse of process arise solely out of the Defendants' representation of their clients.

In its unfiled Memorandum in Opposition, Plaintiff simply pasted, verbatim, certain allegations of its Second Amended Complaint and argued that these allegations support its causes of action. The party seeking summary judgment has the burden of clearly establishing the absence of a genuine issue of material fact. McCall v. State Farm Mut. Auto. Ins. Co., 359 S.C. 372, 597 S.E.2d 181 (Ct. App. 2004). Once the party moving for summary judgment meets the initial burden of showing an absence of evidentiary support for the opponent's case, the opponent cannot simply rest on mere allegations or denials contained in the pleadings. Regions Bank v. Schmauch, 354 S.C. 648, 582 S.E.2d 432 (Ct. App. 2003). Rather, the nonmoving party must come forward with specific facts showing there is a genuine issue for trial. Miller v. Blumenthal Mills, Inc., 365 S.C. 204, 220, 616 S.E.2d 722, 730 (Ct. App. 2005). SCRPC 56(e).

Here, the Defendants have satisfied their burden of showing that there is no genuine issue of material fact to support the Plaintiff's case. In response, Plaintiff did exactly what South Carolina case law says it cannot, and referenced and rested on the allegations contained in its complaint, without any other specific facts or evidence to support the same. Plaintiff has not come forward with specific facts showing there is a genuine issue for trial. Accordingly, Defendants' Motion for Summary Judgment should be granted. Miller, 365 S.C. at 220, 616 S.E.2d at 730.

It is worth noting that, even if the Plaintiff had evidence to overcome Defendants' immunity from suit, this suit is frivolous on its merits. In essence, Plaintiff claims that Defendants maliciously prosecuted the malpractice case against it by naming it as a defendant even though it was not affiliated with Greenville Pharmaceutical Research, Inc., who the Bruces claimed committed malpractice. However, Plaintiff has produced an email from Plaintiff's in-house counsel, Milton Mann¹, to Plaintiff's members Dr. Greg Feldman and Steve Clemons whereby Mr. Mann explains that Defendants rightfully included Plaintiff in the underlying action by representing that the Plaintiff's "website has created an inference that [Plaintiff] has an ownership interest in [Greenville Pharmaceutical Research]. It really is that simple." See Exhibit A. Therefore, while Defendants do not believe that the merits of this case need be reached at trial, or even at summary judgment, the only evidence produced in this case thus far as to the merits supports the argument that Defendants had good ground to include Plaintiff in the underlying lawsuit, which defeats both of the Plaintiff's causes of action in this case.

BARNWELL WHALEY PATTERSON & HELMS, LLC

By: /s/ Jeffrey M. Bogdan
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ATTORNEYS FOR DEFENDANTS

Charleston, South Carolina
 June 2, 2016

¹ Mr. Mann is representing the Plaintiff in this case and also represented the Plaintiff in the underlying lawsuit.

Re: Here is my dispute with Milton

Subject: Re: Here is my dispute with Milton
From: Milton Mann <miltymann@gmail.com>
Date: 3/19/2012 9:22 PM
To: "Greg Feldman, MD" <gfeld3232@aol.com>
CC: "Steve@greenvillemedresearch.com" <Steve@greenvillemedresearch.com>,
"milton.mann@gmail.com" <milton.mann@gmail.com>

Here is a brief legal education for our fearless leader in an effort to resolve any and all disputes within our camp. First, an LLC can own part or all of another company/business entity. Second, the "Alliance" website has created an inference that ABR has an ownership interest in GPR. It really is that simple. Class dismissed. Steve see you in the am.

Milton Mann
864 680 5079 cell

Sent from my iPad

On Mar 19, 2012, at 9:02 PM, "Greg Feldman, MD" <gfeld3232@aol.com> wrote:

GPR has vicarious liability for actions of " Sandra" but not Dr. Walker-
contractor
But Alliance cannot Possibly have Vicarious Liability for Actions of GPR even if
Alliance owned GPR

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

From: Greg Feldman, MD <gfeld3232@aol.com>
To: Steve <Steve@greenvillemedresearch.com>; milton.mann <milton.mann@gmail.com>
Sent: Mon, Mar 19, 2012 8:54 pm
Subject: Here is my dispute with Milton

Vicarious liability is a form of strict, secondary liability that arises under the common law doctrine of agency - respondeat superior - the responsibility of the superior for the acts of their subordinate, or, in a broader sense, the responsibility of any third party that had the "right, ability or duty to control" the activities of a violator.

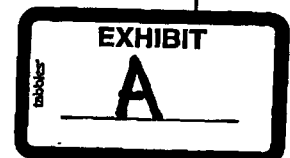
It can be distinguished from contributory liability, another form of secondary liability, which is rooted in the tort theory of enterprise liability.

http://en.wikipedia.org/wiki/Vicarious_liability

Milton would just not comment how is Corporation can Have Respondeant Superior liability not toward violator-individual Sandra ☺ ☺
It cannot it can only have enterprise liability..I think that is to keep my grand design at bay

There is no probable cause without naming " Sandra" ☺

ELECTRONICALLY FILED - 2016 Jun 02 4:38 PM - PICKENS - COMMON PLEAS - CASE#2014CP3900350



FILE COPY

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM PICKENS COUNTY
Court of Common Pleas

RECEIVED

The Honorable Perry H. Gravely, Circuit Court Judge JUL 22 2016

SC Court of Appeals

Case No. 2014-CP-39-350

Alliance Biomedical Research, LLC,

Appellant,

v.

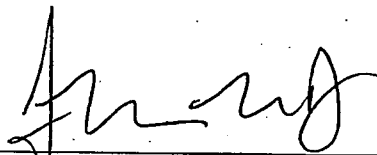
Judith H. Parham, Personal Representative
of the Estate of David Michael Parham,
deceased and Parham & Smith, LLC,

Respondents.

NOTICE OF APPEAL

A Motion for Summary Judgment Hearing was held on June 6, 2016. Alliance Biomedical Research, LLC appeals the Order granting Defendants' Motion for Summary Judgment of the Honorable Perry H. Gravely filed June 29, 2016. Appellant received written notice of the entry on June 29, 2016 (Exhibit A). On June 12, 2016, Appellant requested a copy of the June 6, 2016 hearing transcript from the court reporter (Exhibit B). A copy of the June 6, 2016 hearing transcript was received on June 19, 2016 (Exhibit C).

July 19, 2016



F. Milton Mann, Jr.
151 Harold Fleming Court
Spartanburg, South Carolina 29303
(864) 680-5079
Attorney for Appellant

Transcript of the Testimony of

Steven Clemons

Date: December 2, 2011

In the Matter of:

John L. Bruce, et al. v. Greenville Pharmaceutical Research, Inc.; et al.

2010 CP-42-3615

Irveta J. Shouse / GWC
PO Box 9177
Greenville, SC 29604
Phone: 864-233-2341
Email: Irvetaj@aol.com

Steven Clemons
December 2, 2011

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

John L. Bruce and Marilyn
Bruce,

Plaintiffs,

-vs-

C.A. No.: 2010-CP-42-3615

Greenville Pharmaceutical
Research, Inc. and Alliance
Biomedical Group,

Defendants.

DEPOSITION OF STEVEN LEE CLEMONS
December 2, 2011

PURSUANT to Notice and/or agreement between the parties, the deposition of STEVEN LEE CLEMONS, called by the Plaintiffs, was taken commencing at the hour of 12:27 P.M. on Friday, December 2, 2011, at the offices of Davis & Snyder, P.A., 5 Hawthorne Park Court, Greenville, South Carolina.

Sheila B. Smith, CVR-CM
Certified Verbatim Reporter
Certificate of Merit

Irveta J. Shouse / GWC
(864) 233-2341

Steven Clemons
December 2, 2011

Page 2

APPEARANCES:

PARHAM & SMITH, LLC
501 River Street, Suite 2
Greenville, South Carolina 29601
BY: Michael Parham, Esquire
Jamie R. DeMint, Esquire

.....On behalf of the Plaintiff

DAVIS & SNYDER, P.A.
5 Hawthorne Park Court
Greenville, South Carolina 29615
BY: Ashby W. Davis, Esquire

.....On behalf of the Defendant
Greenville Pharmaceutical Research,
Inc.

OFFICE OF F. MILTON MANN, JR.
1089 Boiling Springs Road
Spartanburg, South Carolina 29303
BY: F. Milton Mann, Jr., Esquire

.....On behalf of the Defendant
Alliance Biomedical Group

ALSO ATTENDING: (None)

Page 4

1 STEVEN LEE CLEMONS, having first been duly
2 sworn to tell the truth, testified as follows:
3 (OFF THE RECORD)
4 EXAMINATION
5 BY MR. PARHAM:
6 Q. Would you state your full name, please, sir?
7 A. Steven Lee Clemons.
8 Q. Do you go by Steven? Do you go by Steve?
9 A. Steve.
10 Q. Steven?
11 A. Steve, just Steve.
12 Q. Do you mind if I call you Steve?
13 A. Not at all.
14 Q. I don't want to call you Nurse Clemons the whole
15 time. Steve, my name is Mike Parham, and I
16 represent John Bruce in a lawsuit that he's
17 brought. This lawsuit has been brought alleging
18 medical negligence, which under South Carolina
19 law is just carelessness. It's been brought in
20 Spartanburg County and it also names as a
21 Plaintiff his wife, Marilyn, who makes a claim
22 for lost consortium. I'm here today to take your
23 deposition to find out what you may know about
24 Mr. Bruce and this lawsuit. The Supreme Court of
25 South Carolina requires me to tell you a couple of

Page 3

STIPULATIONS:

This deposition is taken pursuant to the South
Carolina Rules of Civil Procedure; reading and signing of
the deposition are not waived.

INDEX OF EXHIBITS

Plaintiffs No.	Description	Entered at Page
1	Medical Records	10
2	X-Ray Report	26
3	X-Ray Report	26
4	X-Ray Report	27

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By Mr. Parham..... Page 4

By Mr. Davis..... Page 34

By Mr. Mann..... Page 38

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1 things at the beginning of the deposition. First,
2 I'm required to tell you that now that we've
3 begun the process, should you have any questions
4 concerning the procedure we're following or my
5 questions, you're to direct those questions to me
6 rather than to Mr. Davis. I'm also required to
7 tell you that should we take a break or should you
8 be sitting here, if you talk with your lawyer
9 about the substance of your testimony during the
10 deposition process, I may be allowed to ask you
11 questions about those discussions. Okay?
12 A. Yes.
13 Q. You understand that?
14 A. Yes.
15 Q. And if you want to take a break, you can take a
16 break at any time. I'm usually relatively brief,
17 but I follow just kind of a basic litany with any
18 witness that is sitting in a medical negligence
19 arena. The first thing I need to ask you about
20 helps me choose a jury because we lawyers aren't
21 allowed to ask questions of the jury panel
22 ourselves when we're choosing a jury. Some of
23 them may seem personal to you, but we just want
24 to make sure that someone that's a friend of yours
25 or close to you is not on the jury. Could you

2 (Pages 2 to 5)

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Steven Clemons
December 2, 2011

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1 tell me, sir, if you're married? 2 A. I am married. 3 Q. And to whom are you married? 4 A. Sondra Genene Clemons. 5 Q. And is she from Spartanburg originally? 6 A. No. 7 Q. Were you from Spartanburg originally? 8 A. No. 9 Q. Where were you from, sir? 10 A. Born in San Diego, California. 11 Q. And when did you leave San Diego? 12 A. I was probably six or seven. My dad was Navy, so 13 we moved to Las Vegas, back to California, Oregon 14 for a few years, and my senior year in high school 15 we moved to South Carolina. 16 Q. And where did you attend high school? 17 A. My -- I finished my senior year at Liberty High 18 School in Liberty, South Carolina. 19 Q. Red Devils. 20 A. Yeah. For the last three weeks, it's -- 21 Q. Did you live in the Liberty area? 22 A. Approximately; in between Easley and Liberty. 23 Q. Do you know where Six Mile is? 24 A. Uh-huh (affirmative response). 25 Q. That's where I live. And you finished high school	1 Q. Now, the University of Phoenix, is that an online 2 college? 3 A. It is, yes. 4 Q. I thought I'd seen an ad -- 5 A. Yes. 6 Q. -- on T.V. or something. 7 A. Yeah. 8 Q. And what degree did you obtain from the University 9 of Phoenix? 10 A. Bachelor's in science and nursing. 11 Q. And in what year did you obtain that degree? 12 A. Oh, let me -- 2007. 13 Q. During the period between completion of your 14 registered nursing degree at Greenville Tech and 15 2007, did you do any nursing work for an employer? 16 A. I did. I first worked for Greenville Hospital 17 System in trauma ICU. Approximately 2000 I went 18 to work for another research organization -- or a 19 research organization in Spartanburg called 20 Spartanburg Pharmaceutical Research at the time. 21 Q. And give me the name of who you considered the 22 head of that outfit to be. 23 A. Which outfit? 24 Q. Spartanburg Pharmaceutical Research. 25 A. The principal investigator was Charles Fogarty,
Page 7	Page 9
1 approximately what year? 2 A. 1994. 3 Q. '94. After finishing high school, did you 4 continue with your education? 5 A. I did. 6 Q. And what did you do in that regard? 7 A. I joined the Navy, went into the Reserves, and 8 spent approximately six years Reserves, about a 9 year and a little bit active, so I was in Great 10 Lakes, Illinois. 11 Q. And what was the highest rank you achieved before 12 -- 13 A. E-4. 14 Q. And did you then seek any additional education? 15 A. I did. I went to Greenville Technical College for 16 my registered nursing degree. 17 Q. That would have been when? 18 A. Approximately 1995-'96. 19 Q. And did you obtain your registered nursing degree? 20 A. I did. 21 Q. And did you stop there? 22 A. No, sir. 23 Q. What did you do? 24 A. I went subsequently to University of Phoenix for 25 my bachelor's in science in nursing.	1 but my main employer was Brenda Sprinkle. 2 Q. And Dr. Fogarty, isn't he a pulmonologist as well? 3 A. Yes, I believe so. 4 Q. When did you leave Dr. Fogarty? 5 A. Approximately 2005. 6 Q. And completed your degree? 7 A. Shortly after. 8 Q. Did you work for someone after you completed your 9 work with Dr. Fogarty? 10 A. I did. I went to work with Greg Feldman, another 11 pulmonologist, in his private practice. 12 Q. And does Dr. Feldman's practice go by a particular 13 trade name? 14 A. Upstate Lung and Critical Care Associates. 15 Q. And do you still work with that group today? 16 A. No. 17 Q. With whom do you work today? 18 A. Greenville Pharmaceutical Research. 19 Q. And who are the officers of Greenville 20 Pharmaceutical Research? 21 A. Myself, Greg Feldman, Joseph Boscia, and Anna 22 Buice. 23 Q. Is that you, Steve (indicating)? 24 A. At the very top it is, yes. 25 Q. Do all of the ladies who are in the bottom

3 (Pages 6 to 9)

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1 photograph continue to work for Greenville 2 Pharmaceutical Research? 3 A. No. 4 Q. Could you tell me which ones do continue to work 5 there? 6 A. The ones that do? 7 Q. Yes. 8 A. Jonna Clemons, Niki Tyson, Brittany Allison, Cindy 9 Smith, and Kayla Baker. 10 Q. May I have that back, please? And is this a 11 photograph of you, Steve, and some biographical 12 information? 13 A. It is. 14 Q. Who put that together? 15 A. It was, I believe, I'm not a hundred percent 16 certain, a contract group to build our Web site. 17 Q. And then I have some other materials. This all 18 goes together, does it not, as far as the Web 19 site? 20 A. I believe so. 21 MR. PARHAM: Could we mark this as Exhibit 1 22 to Steve's deposition. 23 (EXHIBIT NUMBER 1 MARKED; ATTACHED) 24 EXAMINATION RESUMED BY MR. PARHAM: 25 Q. So, Steve, since 2007, have you worked at any	1 Biomedical Research. Do you know anything about 2 Alliance Biomedical Research? 3 A. I'm an officer of Alliance Biomedical Research as 4 well. 5 Q. What is Alliance Biomedical Research? 6 A. In relation to -- 7 Q. Just what is its purpose? What is its mission? 8 A. The general was to -- as far as in relation to 9 Greenville Pharmaceutical Research, provides 10 legal support and other areas potentially to open 11 additional sites down the road if we ever came to 12 that ability. 13 Q. What do you do for Alliance? 14 A. It's a small startup. And so dealing with some of 15 the sites in other areas, I'll help with some 16 personnel management, discussions, trying to help 17 identify studies to deliver to those other sites 18 and things of that nature. 19 Q. What is the business location of Greenville 20 Pharmaceutical Research? 21 A. Are you asking the physical address? 22 Q. Yes. 23 A. It's 220 Roper Mountain Road Extension, Suite B, 24 Greenville. The zip code is 29615. 25 Q. And I'm going to ask you this question. I ask
Page 11	Page 13
1 place other than with Dr. Feldman and/or 2 Greenville Pharmaceutical Research? 3 A. At the very beginning of 2007 when the business 4 opened, I worked just on an as-needed basis back 5 in trauma ICU in Greenville. 6 Q. And now we've covered everything up until today? 7 A. Up until 2007, yes. 8 Q. Are you an employee of Greenville Pharmaceutical 9 Research? 10 A. I am. 11 Q. Do you have any contract with Greenville 12 Pharmaceutical Research? 13 A. I do for my employment. 14 Q. You do? 15 A. Yes. 16 Q. And if I wanted to get a copy of that contract, 17 from whom -- or to whom should I go? 18 A. Milton Mann. 19 MR. MANN: Mike, can we be off the record for 20 two seconds? 21 MR. PARHAM: Yes. 22 (DISCUSSION OFF THE RECORD) 23 EXAMINATION RESUMED BY MR. PARHAM: 24 Q. We have been just searching the net like people 25 do, and we came up with this company, Alliance	1 you this only because I've had the unfortunate 2 opportunity to take depositions of people who were 3 in Suite B at an address like that, and I found 4 out later it was a post office box. But in any 5 event, this is a building? 6 A. It's a physical building, yes. 7 Q. Physical building. Are you the only tenant in the 8 building? 9 A. The Carolina Center for Advanced Pain Management 10 occupies Suite A. 11 Q. Does Alliance, to the best of your knowledge, have 12 a physical address? 13 A. Yes. It's I believe the same address as Upstate 14 Lung and Critical Care. It's either 1089 Boiling 15 Springs Road in Spartanburg or it's 1091. I can 16 never keep them straight. 17 Q. I asked you a little about your wife. Could you 18 tell me, has your wife ever worked outside the 19 home in Spartanburg County? 20 A. She was an employee of Spartanburg Pharmaceutical 21 Research, but she physically worked from home at 22 that point in time. 23 Q. And today, does she work? 24 A. She works two days a week for Greenville 25 Pharmaceutical Research.

4 (Pages 10 to 13)

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1 Q. Do you have children? 2 A. I do, yes. 3 Q. Could you give me their names and ages? 4 A. Steven Lee Clemons, Jr., he is eight; and Madison 5 Riley Clemons and she is ten. 6 Q. Can you tell me where Madison attends school? 7 A. They both attend school at Pelham Road Elementary. 8 Q. Steve, do you and your wife, children perhaps, 9 attend any religious gathering on a regular basis? 10 A. We do. Springwell Church in Taylors. 11 Q. Have you or your wife ever held any position of 12 leadership within a church base? 13 A. No. 14 Q. Have you ever been a member of any business, 15 clubs, or organizations, Sertoma, Kiwanis? 16 A. Not that I can recall. 17 Q. Have you ever sat on any volunteer boards in 18 Spartanburg County? 19 A. No. 20 Q. To the best of your knowledge, do you have any 21 relatives in Spartanburg County? 22 A. Not that I know of. 23 Q. Either by blood or by law? 24 A. No, none that I know of. 25 Q. Steve, have you ever been named as a defendant in	1 issue here, as you know, is when the chest x-ray 2 was taken at North Hills, interpreted by Dr. 3 Desai, a report supposedly generated. And the 4 question is, did North Hills send it to Greenville 5 Pharmaceutical or not? And that's what I'm kind 6 of just looking at, so could you tell me how it 7 works and how it did work with Mr. Bruce? 8 A. Research subjects are given somewhat of a list of 9 inclusionary criteria into different clinical 10 trials. In this specific trial, Mr. Bruce was 11 required to have things such as x-rays -- or an x- 12 ray, EKGs, Holter monitors, things of that nature, 13 labs, and breathing tests. The -- Mr. Bruce was 14 told all these things. He came into the office 15 for his initial screen visit on or about the 25th. 16 At that point -- 17 MR. DAVIS: Of what month? 18 WITNESS CONTINUES: 19 A. I'm sorry; January, the 25th of January. He 20 obtained the preliminary screening procedures and 21 then was told, "We need you to obtain a chest x- 22 ray at some point in time," and North Hills is 23 the provider that we had been utilizing. Most of 24 those patients, for billing purposes, were given a 25 business card to take up there and those patients
Page 15	Page 17
1 any medical negligence claim? 2 A. No. 3 Q. To your knowledge, has Greenville Pharmaceutical 4 Research, Inc. ever been named as a defendant in 5 a medical negligence claim other than this claim 6 involving Mr. Bruce? 7 A. No. 8 Q. Same question as to Alliance. Do you know whether 9 Alliance has ever been sued in a medical 10 negligence setting? 11 A. No. 12 Q. And other than Mr. Bruce's claim, do you know of 13 any litigation that is ongoing with Alliance 14 today? 15 A. No. 16 Q. You don't know, or there is none? 17 A. I -- there is none. 18 Q. Tell me, Steve, how the system works that was 19 utilized for Mr. Bruce to obtain some medical 20 services at North Hills, which then were supposed 21 to come back to Greenville Pharmaceutical Research 22 in January of 2010. We know that this case 23 involves a chest x-ray. It's not very complicated 24 from that standpoint. I'm sure it'll get real 25 complicated from a causation standpoint, but the	1 were basically just able to go up there at their 2 leisure. And typically, as long as the subject 3 was continuing into the clinical trial, you know, 4 that's when we would either receive the facts or 5 we'd look for all the items to come in. In this 6 case we looked for x-ray reports or Holter monitor 7 reports or lab reports. There's many -- there's 8 about three different things, to my knowledge, 9 that had to be outsourced in order to -- in order 10 for the patient to continue into the trial. 11 EXAMINATION RESUMED BY MR. PARHAM: 12 Q. How did Mr. Bruce become a subject? You know, do 13 you go into the community looking for people? 14 A. It's a long time ago, so I'm going to go from the 15 best of my memory. I'm more certain that not that 16 Mr. Bruce came from a group of pulmonologists that 17 was interested in referring patients over to us 18 when we first opened. He had completed I believe 19 one study beforehand, if I'm not mistaken. I -- 20 again, it's kind of fuzzy from years ago, but 21 that's how we found out about it is I believe his 22 pulmonologist had sent him over to us. 23 Q. And do you recall the name of the group of 24 pulmonologists that sent him over? 25 A. Ninety-nine percent sure it's Palmetto Pulmonary.

5 (Pages 14 to 17)

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1 Q. And is that located in Spartanburg? 2 A. No. 3 Q. Here in Greenville? 4 A. I don't know of any additional locations they 5 have, but their main location was in Greenville. 6 Q. So after he is referred over, if you choose to 7 allow him to become a subject, he's given a list 8 of things that he may need to do and some of that 9 may be outsourced to an agency like North Hills? 10 A. The research subjects are given a consent form 11 before they can do anything in a clinical trial. 12 It's all volunteer. That consent form depicts 13 what happens at each visit, risks and benefits. 14 It's supposed to break it down to a sixth grade 15 level, but they're pretty intense for sixth grade 16 I believe, but that's -- they're all reviewed by 17 an independent review board that's not made up of 18 the sponsoring drug company or ourselves. It has 19 to be somebody completely autonomous from them. 20 But the subject has to review, sign, agree, 21 consent at that point in time and then they're 22 given a -- they're given steps for what they need 23 to do to accomplish the next step, if you will. 24 Q. And so with reference, say, to this particular 25 chest x-ray with Mr. Bruce, he would generally --	1 were here for a radiograph. And if there was ever 2 any question, which I can't recall any phone calls 3 back and forth about that particularly, but that I 4 would have to assume that they would have called 5 us to ask if it was one of our research 6 participants there. 7 Q. You know, from time to time we have clients that 8 will come in and see us, ask us to do some work, 9 and then vanish. We can't find them. We don't 10 know where they are. And I was wondering if, from 11 time to time, someone might come to Greenville 12 Pharmaceutical Research and sign up to be a 13 subject and then fail to go get anything done that 14 they were supposed to do? 15 A. That does happen occasionally. I mean this is a 16 human-driven field, like anything else, and so 17 there are some times where subjects will either 18 not comply with a certain protocol or keep a visit 19 or just not show up and not tell us why. 20 Q. If someone just doesn't show up and doesn't tell 21 you why, is there any procedure that your 22 institution, Greenville Pharmaceutical, follows to 23 try to track them down? 24 A. There's nothing written procedurally. The staff 25 is to call them with any numbers we have, and
Page 19	Page 21
1 if customary rules were followed back then, he 2 would be given a card to take to North Hills and 3 he would simply either make an appointment or go 4 in and hand them the card? 5 A. I'm not sure what he did when he got there. The 6 subjects were told they can go up at their 7 leisure. I'm pretty sure some of them would go 8 straight after a visit and some of them would go 9 at a different time. And the card was 10 predominantly for billing, and that was a request 11 from them so that -- from North Hills so that 12 they knew how to -- who to bill for that x-ray. 13 Mr. Bruce, to my knowledge, had been on one study 14 before and never had given us any reason to 15 believe otherwise. 16 Q. So the information that would allow North Hills to 17 verify that a particular subject was coming as a 18 participant in a study for Greenville 19 Pharmaceutical would either be orally by history, 20 or with a card or some other way to say, "I'm not 21 here for a cold, I'm here because I'm supposed to 22 get a chest x-ray"? 23 A. I would be presuming. The research subjects were 24 informed that the radiology department was 25 downstairs and they could walk in and explain they	1 typically we collect an emergency contact phone 2 number as well, and we'll call that number as well 3 to try to locate them. In the instance of -- if 4 for some reason we still aren't able to get in 5 touch, we usually send out a letter. 6 Q. At Greenville Pharmaceutical Research, is there 7 one person that is assigned to the task of finding 8 lost subjects, or might that be shared? 9 A. It's shared amongst everybody. 10 Q. With reference to the EKG or Holter -- is it 11 Holter or -- 12 A. Holter. 13 Q. Holter monitor, is that done at North Hills as 14 well, or is that done through some cardiologist? 15 A. The sponsoring drug company contracts with their 16 own cardiologist. I believe they were in Europe, 17 but I'm not a hundred percent sure. The Holter 18 equipment was given to us. The subject was to 19 wear the Holter and then we transmit the data to 20 that vendor and then we receive the report across 21 the fax machine or via e-mail. 22 Q. How about with reference to a report from North 23 Hills like the interpretation of a chest x-ray? 24 Generally, how was that transmitted from North 25 Hills to Greenville Pharmaceutical?

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Irveta J. Shouse / GWC
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Steven Clemons
December 2, 2011

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1 A. Generally we received a fax. And you are asking 2 in general, correct? 3 Q. Yes. 4 A. Yeah. Yes, sir. 5 Q. Steve, I want you to know that I went back over 6 this with Mr. Bruce yesterday because he told me 7 that when the lesion was seen in August of 2010, 8 and he reported back to Greenville Pharmaceutical 9 Research, he saw you. Do you recall seeing Mr. 10 and Ms. Bruce after the lesion was discovered in 11 August? 12 A. In August, the start of the process for us was the 13 -- receiving the chest x-ray, approximately in 14 August. I don't remember the specific date of 15 that one, and reference to a radiograph in 16 January. Primarily worried about Mr. Bruce's -- 17 knowing him for -- I know he was on a three-year 18 study before. You know, my first concern was his 19 health, his safety. I don't recall him coming in 20 to the office. I recall speaking -- wanting to 21 get him referred out to -- the first person that 22 came to mind was Dr. Abby at Upstate Lung since 23 they're friendly. And in speaking with Dr. Abby, 24 I said, "Is there anything we can do to help speed 25 up this process instead of him seeing you and then	1 "I'm -- you know, I'm sorry that you have cancer," 2 or that, "It looks like you might have a tumor of 3 some sort," and that's the human nature of dealing 4 with humans. Obviously I don't want anybody to 5 suffer or have any problems like that. 6 Q. Sure. And he's made it very clear that you said 7 you were very sorry he was in that condition as 8 well, so there's agreement there. 9 Q. Steve, here is what has been provided to us as 10 the report of Dr. Desai from the January, 2010 11 radiograph. And I'm speaking of the radiograph 12 which suggested a small soft density of 1.8 13 centimeters in size in the right upper lung field. 14 Have you seen this document before today? 15 A. I have. 16 Q. And I see where there is a fax legend on here, 17 North Hills Medical, December 20, 2010. Is that 18 the first time Greenville Pharmaceutical had 19 received the document? 20 A. I would -- I mean it's all fuzzy as to whether it 21 was what I know versus then versus January. What 22 I -- 23 Q. Tell me what you know now. 24 A. Yeah. I mean what I know now is that the film -- 25 that the first thing that triggered the event was
Page 23	Page 25
1 you making orders?" I went ahead and wrote an 2 order for a chest x-ray -- I'm sorry, a CT scan at 3 the request of Dr. Abby and set him -- connected 4 the two dots together, connected the two people 5 together, Dr. Abby and Mr. Bruce. And then at 6 that point in time, I think the next time I saw 7 Mr. Bruce was actually whenever I hand delivered 8 all the information I had at that time over to Dr. 9 Abby. And obviously my number one goal in August 10 when I received notification that there was a film 11 in January was to try to request and obtain that 12 film, which we ultimately did, and got it over to 13 Dr. Abby for review. 14 Q. Mr. Bruce -- and again, this is just what Mr. 15 Bruce can remember. Mr. Bruce tells me regardless 16 of the physical location, that when he met with 17 you, he and Marilyn, that you told him that you 18 were very sorry, that, "We let you fall through 19 the cracks." Now that's what Mr. Bruce remembers. 20 I'm just asking you whether you remember saying 21 anything about whether, "We let you fall through 22 the cracks," or "You fell through the cracks," or 23 "It fell through the cracks." Do you recall 24 anything like that? 25 A. I don't recall saying anything with the exception,	1 receiving a film that was referencing this film at 2 that point in time was my request to obtain this 3 film so that I could paint a clear picture for Dr. 4 Abby or whoever Mr. Bruce wanted to see. I mean 5 he had his own pulmonologist as well, so I didn't 6 know where he was going to go. But I wanted to 7 have a clear picture so that he could take it 8 with him. When it was actually received based on 9 requests, I'm not a hundred percent certain. I do 10 know for certain that we did not have this film 11 before our generated request after the receiving 12 the -- I believe it was August film. 13 Q. August of 2010? 14 A. I believe so, yes. 15 Q. So am I correct in that you're telling me that 16 Greenville Pharmaceutical Research never received 17 the interpretive report of the film taken on 18 January 26, 2010 until August at the earliest? 19 A. Yes. 20 Q. I have this document that I'd like for you to look 21 at. 22 A. (Reviewing document.) 23 Q. What does that appear to be? 24 A. It appears to be a similar type report to what's 25 provided on the fax minus headers. Some things

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1 look to be a little different font. 2 MR. PARHAM: Let's mark the first document 3 that I handed you -- it's not that one, the one 4 with the North Hills letterhead as Exhibit 2. 5 (EXHIBIT NUMBER 2 MARKED; ATTACHED) 6 MR. PARHAM: And then the third document as 7 Exhibit 3. 8 (EXHIBIT NUMBER 3 MARKED; ATTACHED) 9 EXAMINATION RESUMED BY MR. PARHAM: 10 Q. I want to tell you, Steve, that both of these 11 documents came to us purporting to be from 12 Greenville Pharmaceutical Research. Why would you 13 suspect that anyone would cut the header off the 14 top of the report? It only contains letterhead. 15 A. I mean I can't speculate on that. I don't really 16 have an opinion. It's -- 17 Q. But if it had been faxed to Greenville 18 Pharmaceutical Research, when the top was cut off 19 of the report, we would have lost the fax legend, 20 wouldn't we? 21 A. I assume. But again, I'm assuming. 22 Q. And I don't know for certain as I sit here whether 23 that was faxed, scanned. There's so many ways to 24 communicate nowadays. We just noticed that we had 25 two documents and we've been trying to track down	1 EXAMINATION RESUMED BY MR. PARHAM: 2 Q. And if we look at Exhibit 4, Steve, would you 3 agree with me that that which was described as 4 suggesting a 1.8 centimeter soft tissue density 5 in January was now apparently larger, currently 6 measuring 3.05 centimeters in size? 7 A. I would if this is that same report, which I 8 assume -- it looks familiar, but I'm going by 9 memory, yes. 10 Q. And then, of course, we do -- like you said, you 11 set up the CT scan and got some better 12 measurements. Are you aware that it was 13 determined that the lesion that was located in 14 August was now inoperable? 15 A. No. I -- it's not my specialty. And at that 16 point in time I was really only worried about 17 seeing how Mr. Bruce was and following through. 18 I really didn't dig too much into former medical 19 records or anything. 20 Q. Other than the one time you saw Mr. Bruce and you 21 were getting the records where they were supposed 22 to go, regardless of where that meeting took 23 place, have you seen Mr. Bruce since that day? 24 A. Other than at Upstate Lung, I don't recall ever 25 seeing him.
Page 27	Page 29
1 a fax legend, and we found one, but on the other 2 it had been in some way obliterated. Do you have 3 any explanation for that? 4 A. I don't. 5 MR. DAVIS: Mike, I'm sorry. Which ones were 6 these marked? I just want to -- the one with the 7 North Hills heading -- 8 COURT REPORTER: Is 2. 9 MR. PARHAM: Is 2, and the other is 3. 10 MR. DAVIS: Thank you. 11 EXAMINATION RESUMED BY MR. PARHAM: 12 Q. And we've been talking about the August x-ray 13 report, so let's mark it to be complete. Will you 14 agree with me, Steve, that this is -- what I'm 15 handing you now is a copy of the x-ray report from 16 the August event? 17 A. I'd have to assume, because I don't see a date. I 18 don't see a date on it at all. 19 Q. Could you give that to the court reporter and let 20 her mark that as the next exhibit? 21 MR. MARTIN: This will be Number 4; is that 22 correct? 23 MR. PARHAM: Yes. 24 MR. MARTIN: Thank you. 25 (EXHIBIT NUMBER 4 MARKED; ATTACHED)	1 Q. But you have seen him at Upstate Lung? 2 A. That was the day that I hand delivered the x-rays 3 that -- the information that Dr. Abboy had needed 4 to see him. 5 Q. Have you had any conversations with Mr. Bruce? 6 A. I called him at one point in time and -- shortly 7 after receiving I believe your letter just to say, 8 "Hey, is everything going okay?" And he said, "I 9 just want to find out why I didn't know about my 10 x-ray." And I said, "I will provide the 11 information requested," and that's the last 12 contact I've had with him. 13 Q. Have you had any conversations with Dr. Desai or 14 any representative of North Hills Medical Center 15 about the events surrounding Mr. Bruce and the 16 chest x-ray of January 26, 2010? 17 A. No. 18 Q. Other than your lawyer, have you had any 19 conversations with others about the events and 20 what happened with reference to the chest x-ray 21 and interpretive report of January 26th? 22 A. No. 23 Q. So you hadn't talked with Dr. Feldman about it, 24 hadn't talked with -- 25 A. We've talked about generally what's going on.

8 (Pages 26 to 29)

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1 Every conversation's been inclusive of the 2 attorneys. 3 Q. I beg your pardon? I'm sorry; I don't hear well. 4 A. That's -- I'm sorry. Every conversation has been 5 with our counsel. 6 Q. That's fine. I wish I could ask you about that, 7 but I can't. 8 MR. DAVIS: You can, but you know what I'm 9 going to do. 10 MR. PARHAM: In any event, Steve, I think I'm 11 going to take Mr. Davis up on his offer. I'm 12 going to walk outside and let this lady tell me 13 what to do, but I think I'm going to take him up 14 on maybe reading through the records before I just 15 close the deposition, so I'd like to leave it open 16 if I could, Ashby. And I may have one more 17 question. 18 MR. DAVIS: You go take a break. I'll just 19 put this on the record: My office -- I meant to 20 get these documents to you earlier, but there's 21 over a thousand pages. You wouldn't have had a 22 chance to go through them in a week, so fairness 23 to you in the process, I volunteered -- gave you 24 the documents today. I totally agree with keeping 25 the deposition open in the event you want to come	1 people for chest x-rays? 2 A. No. 3 Q. When did you cease using North Hills? 4 A. When it became that there was a little more 5 apparent, we chose another company probably 6 September or October. I'm ball parking because I 7 don't recall exactly, but sometime September, 8 October, maybe November, 2010, maybe even later, 9 somewhere along those lines. 10 Q. Did this event surrounding Mr. Bruce have anything 11 to do with the decision to go to another -- I hate 12 to say it, but I don't know how to say it other 13 than vendor. 14 A. It was a red flag definitely. There's no doubt 15 that it's a red flag that we should make sure we 16 can obtain the things that we need to obtain in a 17 timely, organized fashion. 18 Q. Was Greenville Pharmaceutical billed for Mr. 19 Bruce's chest x-ray? 20 A. I'm pretty sure I've seen it that we were. 21 Q. And was that bill paid? 22 A. I'm sure it was, along with many others. 23 Q. Who is the person who handles the finances of 24 Greenville Pharmaceutical in terms of accounting? 25 That is, is there an outside accounting firm or is
Page 31	Page 33
1 back and ask Steve anything about the contents of 2 these documents. And any further detail, we'll 3 set that up. 4 (BREAK; OFF THE RECORD) 5 EXAMINATION RESUMED BY MR. PARHAM: 6 Q. Steve, just three or four more that my partners 7 wanted me to make sure I ask. Do you know where 8 the chest x-ray of January, 2010 is today? 9 MR. DAVIS: Are you talking about the film? 10 MR. PARHAM: Yes. 11 WITNESS ANSWERS: 12 A. I do not. 13 EXAMINATION RESUMED BY MR. PARHAM: 14 Q. Was that film, to the best of your knowledge, ever 15 in the possession of Greenville Pharmaceutical 16 Research? 17 A. Not that I recall. 18 Q. Was it in the bundle of records that you handed 19 Mr. Bruce to get him moving toward treatment? 20 A. Not that I recall. I think I recall there being a 21 disk, but I think the disk only maintained the CT 22 scan. I don't recall it having -- I didn't look 23 at the disk, so I don't recall it having an x-ray 24 on it. 25 Q. Are you still using North Hills today to outsource	1 there just simply an in-house -- 2 A. Lucia King Tax and Payroll handles our accounting. 3 Q. And they are located in Spartanburg? 4 A. Spartanburg, yes. 5 Q. And finally, what is the -- how does Greenville 6 Pharmaceutical earn monies to make a profit, pay 7 its people, and what is the relationship of 8 Greenville Pharmaceutical to Upstate Lung? 9 A. There's really no relationship with the exception 10 of some common owners, namely Greg Feldman, Joseph 11 Boscia. How we generate revenue is typically -- 12 each contract with each sponsor or drug company 13 is a little different. But in essence it's 14 procedural, so if a visit requires a lab draw, a 15 physical exam, an EKG, there's typically a dollar 16 figure associated with each of those or a lump 17 that says, visit one, X, Y, Z, how much ever 18 money. 19 Q. All right, thank you. That's all I have today, 20 Steve. 21 (OFF THE RECORD) 22 MR. DAVIS: I've got just a few questions, and 23 if it spurs other questions from you guys, that's 24 fine. 25 MR. PARHAM: Sure.

9 (Pages 30 to 33)

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Steven Clemons
December 2, 2011

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1 EXAMINATION BY MR. DAVIS: 2 Q. Steve, let me ask you this. To your knowledge, 3 or the knowledge of anybody in your office, in 4 January, February or March of 2010 time frame, did 5 you or anyone from your office -- or do you have 6 any knowledge whether or not the report from North 7 Hills, the chest x-ray that was done on January 8 26, 2010 and read by Dr. Desai on January 28, 9 2010, which is -- I'll use Exhibit 2 or Exhibit 3. 10 Was a document with that report, to your 11 knowledge, ever sent to you from anybody at North 12 Hills? When I say you, Greenville Research. 13 A. No. 14 Q. Is the first time that you had any knowledge of a 15 January, '10 -- excuse me; January 26, 2010 x-ray 16 reported on January 28, 2010 by Dr. Desai, the 17 first time you ever had any knowledge of this only 18 when you received some information about the x-ray 19 report -- there's no date on Exhibit 4 that I can 20 see, and if I'm missing it, I'm sorry -- that I 21 believe was generated sometime in August of 2010? 22 A. That's correct. That is the first time that I 23 was -- had knowledge of an x-ray existing. 24 Q. There's no date on Exhibit 4. Would you agree 25 with that?	1 A. Yes. 2 Q. It references January 26, 2010 film that's 3 compared; is that right? 4 A. Yes. 5 Q. Is that when you first knew that there was a 6 January 26, 2010 film? 7 A. Yes. 8 Q. And that would have been August of 2010? 9 A. Yes. 10 Q. And did you then begin to make contacts and 11 multiple requests of North Hills in your attempts 12 to obtain a copy of the January 26, 2010 x-ray 13 film -- x-ray report? 14 A. Yes, just like I would have done so in January 15 had I known there was a problem in January. 16 Q. Do you recall how many attempts, or how long it 17 took you to get a copy from North Hills after your 18 numerous requests of the January 26, 2010 x-ray 19 report? 20 A. I don't recall exactly how many. I had made 21 several calls to North Hills to try to obtain the 22 x-rays. At one point in time I was told that 23 there is no x-ray from January, 2010. At one 24 point in time I said, "Please send me everything 25 you have." I received a cover sheet, if I'm not
Page 35	Page 37
1 A. I agree. 2 Q. Is that, to your recollection, a copy of the 3 document that you received sometime in August of 4 2010 from North Hills only after you made numerous 5 requests for the January report? 6 A. As much as I can recall, yes. 7 Q. Let me restate that. That was a bad question; I 8 apologize. Exhibit 4, to the best of your 9 recollection, is the August, 2010 x-ray as part of 10 a different study for Mr. Bruce; is that right? 11 A. Correct, yes. 12 Q. And this one, Exhibit 4, is the one that shows a 13 3.05 centimeter lung mass, correct? 14 A. Correct. 15 Q. When you received this, is that when you got on 16 the phone or whatever you did with North Hills and 17 said, "There's a report referenced on Exhibit 4 of 18 January of an x-ray and I want a copy of that?" 19 A. Please restate the question. 20 Q. When you got Exhibit 4, the August chest x-ray 21 film from North Hills -- 22 A. The August film? 23 Q. August film. 24 A. Yes. 25 Q. Well, the report of the August film.	1 mistaken, that said, "Here's the CT," something 2 along those lines, but "Here's the CT, but there's 3 no x-rays." It was at least three or four times 4 until we finally got the film -- or the report of 5 the film. 6 Q. Mr. Parham asked you a lot of very good questions, 7 and one of the questions he asked you toward the 8 end of his questioning today was about billing. 9 And in your experience and to your knowledge, 10 would North Hills Medical Center from time to time 11 send to Greenville Pharmaceutical Research a batch 12 of bills for films sent to your office for various 13 volunteers that had been sent there? 14 A. Yes. They were batch-billed. 15 Q. So it wouldn't be a single bill for Mr. Bruce for 16 this chest x-ray of January, 2010? 17 A. That is correct. 18 Q. If they billed you indeed for the January 26, 2010 19 chest x-ray, it would have been in a batch of 20 numerous other patients done at various times? 21 A. That's correct. 22 Q. Okay. I think that's all I've got. 23 MR. MANN: I've got two quick questions. And 24 Mike, if you'll bear with me just on a little bit 25 of leading because these are all perfunctory

10 (Pages 34 to 37)

Irveta J. Shouse / GWC
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Steven Clemons
December 2, 2011

Page 38	Page 40
1 questions and I think I can make it go a little 2 bit faster. 3 EXAMINATION BY MR. MANN: 4 Q. Steve, would you agree with me that Upstate Lung 5 and Critical Care, the physician group that Dr. 6 Feldman is a member of that we were talking about 7 earlier, would you agree with me that its actual 8 legal name is Upstate Lung and Critical Care 9 Specialists, P.C.? 10 A. Yes. 11 Q. Talking about Alliance Biomedical Research, would 12 you also agree with me that it is an LLC, a 13 limited liability company? 14 A. Yes. 15 Q. And would you also agree with me that you are a 16 member of that company? 17 A. Yes. 18 Q. And as a LLC structure, it does not have core 19 officers? 20 A. Yes. 21 Q. That's all I have. 22 REEXAMINATION BY MR. PARHAM: 23 Q. Steve, one more came up; and please correct me if 24 I'm wrong. Did you say -- when you were talking 25 with Mr. Davis just a moment ago, did you say that	STATE OF SOUTH CAROLINA : CERTIFICATE COUNTY OF GREENVILLE) Be it known that I took the deposition of STEVEN LEE CLEMONS; That I was then and there a Notary Public in and for the State of South Carolina-at-Large; That by virtue thereof, I was duly authorized to administer an oath; That the witness was by me first duly sworn to testify the truth, the whole truth, and nothing but the truth concerning the matter in controversy aforesaid; That the foregoing transcript of 39 pages is a true and correct transcript of the testimony given in this matter; That I am not related to nor an employee of any of the parties hereto, nor a relative or employee of any attorney or counsel employed by the parties hereto, nor interested in the outcome of this action. WITNESS MY HAND AND SEAL this 15th day of December, 2011. Sheila B. Smith, CVR-CM Notary Public for South Carolina My Commission Expires: 3/9/2014
Page 39	
1 you had to make numerous requests to North Hills 2 to obtain the January 26, 2008 report? 3 MR. DAVIS: 2010. 4 WITNESS ANSWERS: 5 A. That's correct. And when I received the 6 approximate August film that referenced a January 7 film of 2010, I -- my first goal was to get the 8 complete picture and obtain a report from January, 9 2010 as referenced. And it -- going by memory, 10 but it took me several attempts to try to get that 11 film. 12 REEXAMINATION BY MR. PARHAM: 13 Q. Did you talk with Dr. Desai or just with the 14 staff? 15 A. With the staff, whoever answered the phone. 16 Q. Do you happen to remember who the contact may have 17 been? 18 A. I do not. It was the main number. 19 Q. You know, Steve, Dr. Desai says that it was sent. 20 I mean that's what he said, so that's why we're 21 here. And you say you never got it? 22 A. That's correct. 23 Q. Okay. I understand. Thank you so much. 24 (There being no further questions, 25 the deposition adjourned at 1:33 P.M.)	

11 (Pages 38 to 40)

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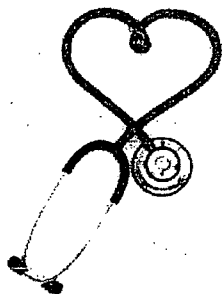
Betty



Kim and Michael



Matthew



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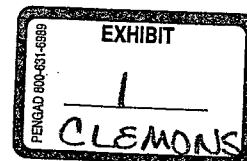
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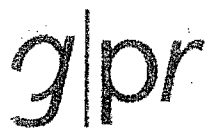
Welcome to Our New Website!

Welcome to our brand new website! Our site was built to educate people about clinical research and Greenville Pharmaceutical Research. Our current studies are listed on our site and you can enroll by simply filling out your name and the best way to contact you. You will also find stories about some of our patients and their clinical research experience and a photo gallery tour of our office.



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What risks are involved in participating?

Risks are involved in clinical research, as in routine medical care and activities of daily living. Most clinical studies pose risks of minor discomfort, lasting only a short time. Some volunteer subjects, however, experience complications that require medical attention. The specific risks associated with any research protocol are described in detail in the consent document, which you are asked to sign before taking part in research. In addition, the major risks of participating in a study will be explained to you by a member of the research team, who will answer your questions about the study. Although you may not receive any direct benefit as a result of participating in research, the knowledge developed may help others.



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Steve Clemons, MSN, FNP-BC, NP-C, CCRC

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Steve Clemons, MSN, FNP-BC, NP-C, CCRC has been a Registered Nurse since 1998 and Family Nurse Practitioner since 2009. He is a Certified Clinical Research Coordinator (ACRP) and has nearly 10 years of clinical research experience on well over 150 medical/device trials. He has conducted all phases of inpatient and outpatient studies including diabetes, asthma, hypertension and COPD. During his career, Steve has participated in 3 Audits from the U.S. Food and Drug Administration with no findings. His focus over the past few years has been intensive overnight PK/PD and biologic studies (Phase I/II), as well as stress testing/metabolic studies. As a co-founder of Greenville Pharmaceutical Research, Palmetto Medical Research Associates, and current Operations Manager of Greenville Pharmaceutical Research, Steve has been instrumental in GPR becoming one of the leading Pharmaceutical Research sites in the nation in a very short time.



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Leadership



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Staff



Jonna Clemons, BA, CCRC



Chevy Brown, MPH, CCRC



Niki Tyson, AS, CCRC



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Staff

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Niki Tyson, AS, CCRC

Tammy Tate, CCRC

Brittany Allison

Cindy Smith

Kayla Baker, BS

North Hills Medical Center
800 Pelham Road
Greenville, SC 29615
(864) 234-5800

Patient ID: 441665
Patient Name: GVL PHARM R RESEARCH
Date of Birth: Date of Service: 01/26/2010

PATIENT: John Bruce
A/C#: 000130
DR. Clemons

CHEST:

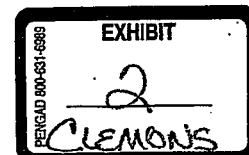
PA and lateral examination of the chest shows heart and mediastinal structures are in midline. Costophrenic angles are clear. Diaphragms are flattened with slight increased AP diameter of chest. There is suggestion of a small soft tissue density in the right upper lung field medially. It is measuring 1.8 cm in size. Aortic knob is partially calcified. No active lung infiltrate is seen.

CONCLUSION:

1. Suggestion of a small soft tissue density measuring 1.8 cm in size in right upper lung field medially at about T5 level. CAT scan with and without contrast is recommended for further evaluation.
2. Mild hyperinflation is seen.

NRD

Electronically Signed by: Nayan R Desai MD on Thursday, January 28, 2010 9:24 am



Page 1 of 1

PatientID: 441665

Patient Name: GVL PHARM R RESEARCH

Date of Birth: Date of Service: 01/26/2010

PATIENT: John Bruce
A/C#: 000130
DR. Clemons

CHEST:

PA and lateral examination of the chest shows heart and mediastinal structures are in midline. Costophrenic angles are clear. Diaphragms are flattened with slight increased AP diameter of chest. There is suggestion of a small soft tissue density in the right upper lung field medially. It is measuring 1.8 cm in size. Aortic knob is partially calcified. No active lung infiltrate is seen.

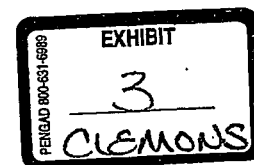
CONCLUSION:

1. Suggestion of a small soft tissue density measuring 1.8 cm in size in right upper lung field medially at about T5 level. CAT scan with and without contrast is recommended for further evaluation.
2. Mild hyperinflation is seen.

NRD

Electronically Signed by: Nayan R Desai MD on Thursday, January 28, 2010 9:24 am

Page 1 of 1



PHYSICIAN Greenville Pharmaceutical
Research
HISTORY

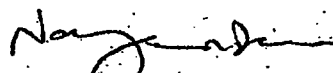
EXAM CML

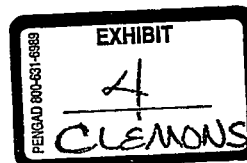
X-RAY REPORT

CHEST (PA & LAT): PA and lateral views of the chest show mediastinal structures are midline. The heart is normal in size, shape and position. Pulmonary fields are clear without evidence of infiltrate, fluid or congestive heart failure. Abnormal density seen in the right upper lung field medially and posteriorly. Density has increased in size in comparison to 1-26-2010 chest x ray. Density currently measures 3.05 cm in size. The bony thorax appears normal.

CONCLUSION: Abnormal density seen in the right upper lung field medially and posteriorly. Density has increased in size in comparison to 1-26-2010 chest x ray. Density currently measures 3.05 cm in size. Strongly recommend CT scan. Rest of the chest is within normal limits.

NRD/cd


NAYAN R. DESAI, M.D.
RONALD GARDNER, M.D.



Transcript of the Testimony of

John Bruce

Date: April 16, 2012

In the Matter of:

John L. Bruce, et al. v. Greenville Pharmaceutical Research, Inc., et al.

2011 CP-23-6967

Irveta J. Shouse / GWC
PO Box 9177
Greenville, SC 29604
Phone: 864-233-2341
Email: Irvetaj@aol.com

John Bruce
April 16, 2012

STATE OF SOUTH CAROLINA	)	
	)	IN THE COURT OF COMMON PLEAS
COUNTY OF GREENVILLE	)	
John L. Bruce and Marilyn	)	
Bruce,	)	
	)	
Plaintiffs,	)	
	)	
-vs-	)	C.A. No.: 2011-CP-23-6967
	)	
Greenville Pharmaceutical	)	
Research, Inc. and Alliance	)	
Biomedical Group, and North	)	
Hills Medical Center, LLC,	)	
	)	
Defendants.	)	
	)	

VIDEOTAPE AND STENOGRAPHIC
DE BENE ESSE DEPOSITION OF JOHN L. BRUCE
April 16, 2012

PURSUANT to Notice and/or agreement between the parties, the videotape and stenographic de bene esse deposition of JOHN L. BRUCE, called by the Plaintiffs, was taken commencing at the hour of 9:40 A.M. on Monday, April 16, 2012, at the offices of Parham & Smith, LLC, 501 River Street, Suite 2, Greenville, South Carolina.

Sheila B. Smith, CVR-CM-M
Certified Verbatim Reporter
Certificate of Merit
Master Reporter

Irveta J. Shouse / GWC
(864) 233-2341

John Bruce
April 16, 2012

Page 2	Page 4										
APPEARANCES: PARHAM & SMITH, LLC 501 River Street, Suite 2 Greenville, South Carolina 29601 BY: Michael Parham, Esquire Jamie R. DeMint, Esquire Robert W. Jones, Esquire On behalf of the Plaintiffs DAVIS & SNYDER, P.A. 5 Hawthorne Park Court Greenville, South Carolina 29615 BY: Ashby W. Davis, Esquire On behalf of the Defendant Greenville Pharmaceutical Research, Inc. OFFICE OF F. MILTON MANN, JR. 1089 Boiling Springs Road Spartanburg, South Carolina 29303 BY: F. Milton Mann, Jr., Esquire On behalf of the Defendant Alliance Biomedical Group HENRIKSON LAW FIRM, LLC 1164 Woodruff Road Greenville, South Carolina 29606 BY: Matt Henrikson, Esquire On behalf of North Hills Medical Center VIDEOGRAPHER: Steve Godsey ALSO ATTENDING: Burns Davison Steve Clemons	1 (EXHIBIT NUMBER 1 MARKED; ATTACHED) 2 VIDEOGRAPHER: We are on the video record at 3 9:40:40 to videotape the deposition of John L. 4 Bruce in the matter of John L. Bruce and Marilyn 5 Bruce, Plaintiffs, versus Greenville 6 Pharmaceutical Research, Inc., et al., 7 Defendants, Case Number 2011-CP-23-06967 in the 8 State of South Carolina, County of Greenville, 9 Court of Common Pleas. This hearing is being 10 held at the office of Parham & Smith, LLC, in 11 Greenville, South Carolina. Today is Monday, 12 April 16, 2012. I am Steve Godsey, a certified 13 legal video specialist, from Three Point Oh, Inc., 14 and the court reporter is Sheila Smith from G. W. 15 Coleman and Associates. Counsel will please 16 identify themselves for the record. 17 MR. PARHAM: My name is Mike Parham. I am 18 the attorney for John and Marilyn. 19 MR. DAVIS: I'm Ashby Davis. I represent 20 Greenville Pharmaceutical Research. 21 MR. JONES: My name is Robert Jones, and I'm 22 also the attorney for John and Marilyn Bruce. 23 MR. HENRIKSON: My name is Matt Henrikson, and 24 I represent North Hills Medical Center. 25 MR. DAVIS: My name is Ashby Davis, and I										
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STIPULATIONS: This deposition is taken pursuant to the South Carolina Rules of Civil Procedure; reading and signing of the deposition are waived. INDEX OF EXHIBITS <table><thead><tr><th></th><th>PAGE</th></tr></thead><tbody><tr><td>Exhibit 1 (1/2/10 X-Ray Report).....</td><td>14</td></tr></tbody></table> (Note: Exhibit 1 was marked prior to deposition and first referred to on the page indicated.) INDEX OF EXAMINATION <table><tbody><tr><td>By Mr. Parham.....</td><td>Page 5</td></tr><tr><td>By Mr. Davis.....</td><td>Page 23</td></tr><tr><td>Certificate.....</td><td>Page 33</td></tr></tbody></table>		PAGE	Exhibit 1 (1/2/10 X-Ray Report).....	14	By Mr. Parham.....	Page 5	By Mr. Davis.....	Page 23	Certificate.....	Page 33	1 represent Greenville Pharmaceutical Research. 2 MR. MANN: My name is Milton Mann. I 3 represent Alliance Biomedical Research. 4 VIDEOGRAPHER: Will the court reporter please 5 swear in the witness? 6 JOHN L. BRUCE, having first been duly sworn 7 to tell the truth, testified as follows: 8 EXAMINATION 9 BY MR. PARHAM: 10 Q. Good morning, John. 11 A. Good morning, sir. 12 Q. How are you today? 13 A. I'm making it; got a pain patch on and pain pills 14 so it's relieving some of my pain. 15 Q. John, would your pain patch and your pain pills 16 make it hard for you to understand your 17 responsibility to speak the truth today? 18 A. No, sir. It will not hinder it at all. 19 Q. You think you can talk with me and talk with some 20 of these other lawyers reliably? 21 A. Yes, sir, I do. 22 Q. What is your age, John? 23 A. I'm 65. 24 Q. And can you tell these ladies and gentlemen of the 25 jury -- and they're represented by that lens right
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1 there on that camera. Any time you want to look 2 dead square at the jury, that's where they are. 3 You're 65 years old and you live with Marilyn 4 where? 5 A. In Marietta, South Carolina. 6 Q. How long have you lived in Marietta, South 7 Carolina? 8 A. Except for the 20 years I was in the military, all 9 my life. 10 Q. And can you tell these ladies and gentlemen when 11 you were in the military? 12 A. I joined the military the 17th of August, 1964, 13 and retired from the military 1 September, 1984. 14 Q. And what branch of the military did you join, 15 sir? 16 A. I was in the U.S. Army. 17 Q. And can you tell us where you were stationed over 18 those years? I know you did your basic training. 19 A. I done basic training at Fort Jackson, South 20 Carolina, AIT at Fort Rucker, Alabama. From AIT, 21 I went to Fort Benning, Georgia, to the -- the 22 air assault division. It changed over to the 23 first cab division. We went to Southeast Asia, 24 Vietnam on -- I believe it was the 20th of August, 25 1965, arrived in Vietnam 20th of September, 1965;	1 and Fort Campbell, Kentucky. When we came back to 2 the States in '81, she stayed at home and started 3 building the house. 4 Q. And could you tell me, sir, whether you and she 5 have children -- 6 A. No, sir, we do not. 7 Q. -- or had children together? 8 A. No, sir, we do not. 9 Q. Did you get the house built? 10 A. Yes, sir, we did. We build it ourselves. 11 Q. Is that where you live today? 12 A. Yes, sir. 13 Q. In Marietta? 14 A. Yes, sir. 15 Q. John, are you sick? 16 A. Yes, sir. I have terminal cancer. 17 Q. What do you mean when you say you have terminal 18 cancer? 19 A. They is no cure for it. They've done treated me 20 all they can treat me. I was told last week that 21 none of the chemo is working and that's far as 22 they can go. I will be starting on a chemo pill, 23 but that is just to kindly control it as much as 24 they can, but nothing is knocking it out. I've 25 been on several different chemo drugs, took 35
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1 came back to states July the 30th, 1966, married 2 Marilyn; was temporary stationed at Fort Eustis, 3 Virginia for ten weeks in helicopter inspecting 4 school, then reassigned back to Fort Rucker, 5 Alabama as a monitor of civilian maintenance; 6 stayed there until March of 1968; went back to 7 Vietnam; came back in May of '69; went back to 8 Fort Rucker, Alabama, monitor in civilian 9 maintenance; stayed there until January of 1972, 10 which -- at which time I went to Germany; three 11 years in Germany; came back to States; back to 12 Fort Rucker, Alabama, stayed there until I believe 13 it was August, 1977; went back to Germany, stayed 14 four years in Germany; came back to States in '81; 15 stationed in Fort Devens, Massachusetts for -- I 16 believe it was 14 months as a advisor to the Army 17 Reserves, then was reassigned to Fort Campbell, 18 Kentucky, and stayed there until I retired 1 19 September, '84. 20 Q. Was Marilyn able to join you on some of these 21 assignments? I know for instance she wouldn't 22 have been able to go over to Vietnam. But on 23 some of your assignments, could she join you? 24 A. Except for Vietnam, she was with me on every 25 assignment except for Fort Devens, Massachusetts	1 radiation treatments, and will start radiation 2 again this week to shrink a large cancer knot here 3 in my shoulder, and that is just to relieve the 4 pain. 5 Q. John, did you begin your treatment for the cancer 6 back in the year 2010? 7 A. Yes, sir, October, 2010. 8 Q. And you mentioned that you took chemotherapy as 9 part of your therapy? 10 A. Yes, sir. 11 Q. And did you take simply one type of chemo or 12 several? 13 A. I've been on several different chemo drugs and 14 none of them has worked. 15 Q. And who is your radiation physician? Who handled 16 your x-ray beam treatment? 17 A. Dr. Wilcox. 18 Q. And who -- with whom does she practice, John? 19 A. With the Cancer Centers Carolinas. 20 Q. And did you continue to follow the protocol that 21 she set out for you during the initial treatment 22 for the cancer? Did you go when you were supposed 23 to go and have all the treatment you were supposed 24 to have? 25 A. Yes, sir. I had 35 treatments, one a day for

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1 seven weeks. 2 Q. And then the new, or growing tumors that were 3 located, you say those were located last week? 4 A. Well, the PET scan was done week before last, but 5 I was told the results of it last Tuesday. 6 Q. And can you tell these folks what a PET scan is, 7 just in layman's terms? What do you understand it 8 to be? 9 A. It is a type of MRI that they give you a radiation 10 injection in your vein, and that highlights the 11 cancer. It lights it up with a yellow glow, and 12 they call them hot spots. And where they see the 13 hot spots is where the cancer is, and right now 14 I'm showing hot spots here where this big knot is, 15 another one on the other shoulder over here, and 16 one under each armpit, plus the one on my lung 17 itself. 18 Q. Now, you say that you are presently not taking 19 chemo? 20 A. She stopped it last Tuesday, said there's no use 21 doing any more of the chemo. She is starting me 22 on a chemo pill, but that is just to try to 23 control it a little bit, but she said there's no 24 hope. It's -- the outlook is grim. Dr. Wilcox -- 25 I asked her when I seen her last week about the	1 apparatus? 2 A. No, sir. They told me that I would have to have 3 a feeding tube when I took the first radiation 4 treatment, but I'm a stubborn old G.I. I told 5 them long as I could eat two bites and hold one 6 of them down, they would not put a feeding tube 7 in me. So even though they burn my esophagus and 8 even drinking water was like swallowing a 9 cockleberry, then I still wouldn't let them put a 10 feeding tube in. 11 Q. I notice you have a walker. 12 A. Yes, sir. 13 Q. And when did you start using your walker? 14 A. Oh, approximately a year ago. Well, February of 15 '10. I cough, and when I cough, I pass out. And 16 in February of '10, the middle of the night I got 17 up to go to the restroom. I started coughing, 18 passed out between the bed and my gun safe. When 19 I did, I tore a cartilage in my knee at which 20 time I've had to have a knee operation on that. 21 I tore the rotator cup in my right arm from 22 coughing and passing out. They ordered me a 23 hospital bed, so I've been banded from the Miracle 24 bed to the hospital bed and now I live in the 25 living room where it's not so much that I can fall
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1 radiation that I'll be starting. I asked her far 2 as longevity, what did I have, what was I looking 3 at. And she says, "Possibly two years." 4 Q. John, how about the radiation today? Are you 5 still taking any kind of radiation, or are there 6 plans for radiation therapy in the future? 7 A. Yes. I will start it sometime this week. I go 8 Wednesday for the markings of where they'll 9 actually shoot the radiation to -- they'll do an 10 MRI and they'll mark the area that they need to 11 concentrate the radiation at. They do that 12 Wednesday and then probably Thursday or Friday, 13 one, I'll start the actual radiation treatment. 14 She said that'll probably last for two weeks, and 15 that is just to shrink this one tumor here that 16 is pressing against nerves causing the pain. She 17 said, "It won't knock it out, I'll just shrink 18 it." 19 Q. You look like you're pretty well fed. Have you 20 been able to keep up your calorie intake? 21 A. Yes, sir. At one time I lost 40 pounds, but then 22 they put me on Prednisone for my cough and that 23 put the weight right back on me. I'm actually 24 quite a bit overweight due to the Prednisone. 25 Q. Not having to use any type of feeding tube or such	1 again and hurt myself getting to the restroom at 2 night. 3 Q. Who takes care of you, John, when you're there at 4 the house, and especially when you're there at 5 night? 6 A. My wife. And she's fixing to have an operation, 7 so I'm going to have to hire somebody to come in. 8 Q. You've got somebody close by in the meantime? 9 A. Yes. My brother and my nephew live right next 10 door to me, and I have a niece that lives probably 11 a thousand yards away from me. And they keep a 12 pretty good check on me. 13 Q. All right. Were you -- at the time this cancer 14 was first discovered, were you working? 15 A. No, sir. I've been disabled since '04 for back 16 problems. But I still was fairly active around 17 the house. I just couldn't hold a full-time 18 eight-hour-a-day job. I can do some things for a 19 little while, but I can't do it a long period of 20 time. 21 Q. So am I correct then that you are not seeking to 22 recover wage loss as a result of the development 23 of this cancer to the stage it is today? 24 A. Yes, sir. You're correct. I'm not seeking wage 25 loss.

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1 Q. I'm going to show you a document that we've 2 marked, "John Bruce Damages Index Number 2." 3 Somebody put it on this tabular form, and it 4 amounts to \$303,994.04. John, as you have 5 accumulated medical bills related to your cancer, 6 what have you done with them to try and keep 7 everything straight? 8 A. Once I look at them, I send them to your office. 9 Q. And does that appear to be copy of the tables 10 that we generated from the bills you handed to 11 us? 12 A. Yes, sir, it does. 13 Q. As you sit here today -- I think you said you had 14 your PET scan last week? 15 A. Yeah, week before last. 16 Q. Week before last? 17 A. They told me the results last Tuesday. 18 Q. Got the results last today? 19 A. Yes, sir. 20 Q. I'm sorry. I want you to go back to January of 21 2010 and tell me a few things. 22 A. In January of 2010, Greenville Pharmaceutical had 23 a COPD research going on, which I had been working 24 with them for about three years getting medical 25 attention for my COPD. Excuse me. They had a	1 had been found on the January x-ray, but I somehow 2 fell through the cracks and was not notified of 3 it. In the January x-ray it was 1.8 centimeters, 4 so he set me up with a Dr. Abboy, who is a lung 5 doctor, office located right behind Greenville 6 Pharmaceutical; went to him the next day. He set 7 me up with an MRI. It was confirmed that there 8 was spots there thought to be cancer. They set 9 me up with an oncologist, who sent me for a biopsy, 10 needle biopsy, and confirmed that it was cancer. 11 They then sent me to a surgeon over in Spartanburg 12 who done another biopsy. A spot showed up on each 13 side of my esophagus in the MRI and they wanted to 14 confirm if they was cancer or not. So he done a 15 biopsy on that and confirmed it was cancer and put 16 me in a port where they wouldn't blow my veins out 17 when they started the treatment, at which time I 18 got transferred back to Greenville, to the Cancer 19 Center of the Carolinas in Greenville and they 20 started treatment in October of '10. 21 Q. Were they able, John, to do surgery on you and 22 remove this tumor? 23 A. No, sir. They wasn't, due to the fact that it 24 had done broke off and got on both side of my 25 esophagus in the lymph nodes. That made it
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1 study coming up that they figured that I was 2 suited for. I went down, signed up for it. It 3 required a EKG and a x-ray, in addition to the 4 breathing tests that they give there. I done the 5 EKG there. I done a breathing test there. They 6 gave me a paper to go to North Hill and have the 7 x-ray done, which I did. In a couple days, they 8 called me and told me that I didn't pass the -- 9 or didn't meet the requirements on the EKG portion 10 of it. So I couldn't do that study, but they had 11 another one going on that didn't require an x-ray 12 or EKG, so I started -- done that study. That 13 one lasted I think a little over a year, and I 14 finished it. And then in August of 2010 -- well, 15 it lasted a few months. August of 2010, they had 16 another study going on and they called me to come 17 down, sign up for it, which I did. It required a 18 EKG and x-ray. I done it, had the x-ray done, 19 and then they called me on he 18th of August and 20 told me to come down, that they had something 21 they need to talk to me about. When I got there, 22 Steve, who is the head of Greenville 23 Pharmaceutical there, told me that there was a 24 spot on my lung 3.5 centimeters; I need a MRI 25 done to check it out, see what it was, said it	1 inoperable. 2 Q. And is that when you began the therapy with 3 chemotherapy and radiation? 4 A. Yes, sir. That was in October that I actually 5 started the radiation and chemotherapy. 6 Q. Steve is here in the room with us. Do you 7 recognize him today? 8 A. No. I don't see him. 9 Q. And would you tell the ladies and gentlemen of the 10 jury how your eyesight has been affected by the 11 chemotherapy and/or radiation. 12 A. It has diminished my eyesight. I can't read -- 13 like this paper here, I can't read it. It all 14 runs together. I can see images way off, but far 15 as recognizable, I can't see them. And up close, 16 I have to have a bright light to be able to see 17 it. Even my thermostat at home, I have to take a 18 flashlight to shine on it to see what the settings 19 is. I can't see it just with the light that comes 20 on on it. 21 Q. So it's hard for you to recognize images close to 22 you? 23 A. Yes, sir, it is. 24 Q. When you did talk with Steve -- you said he ran 25 that place up there. What did you know about his

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1 position with Greenville Pharmaceutical? 2 A. Far I -- far as I knew, he was the owner of the 3 place. He ran it, and then he got his 4 certification to be a nurse practitioner during 5 the time that I was taking the studies there. 6 Q. When he told you that you had fallen through the 7 cracks, what did you understand him to be saying? 8 A. That when the x-ray came back, they didn't look at 9 it and failed to notify me. 10 Q. Did he make any statements about whether North 11 Hills Medical Center, the agency that had taken 12 the x-ray, had ever sent the report over to 13 Greenville Pharmaceutical? 14 A. I'm not exactly sure of his exact words. But I 15 believe he said the report was filed without being 16 looked at, "You fell through the cracks." 17 Q. Is that your best recollection? 18 A. That is my best recollection of it. 19 Q. Now, after you got set up with these physicians 20 that Steve had set up for you initially, did you 21 have any further contact with anyone at Greenville 22 Pharmaceutical? 23 A. No, sir. After that 18th of August of 2010, I 24 have not seen none of them. Steve did call me one 25 time, I believe it was in September, and said that	1 A. No, sir, I hadn't. 2 Q. And you know where North Hills is -- 3 A. Yes, sir. 4 Q. -- where you had that first chest x-ray done? 5 A. Yes, sir. 6 Q. Is that also where you had the second chest x-ray 7 done in August? 8 A. Yes, sir, it is. 9 Q. Did you have any conversations at all with a 10 gentleman by the name of Dr. Desai? 11 A. No, sir, I hadn't. 12 Q. John, you weren't given a very favorable prognosis 13 when you saw Dr. Wilcox last week, were you? 14 A. No, sir. They say that there's nothing really 15 else they can do. It's just a matter of time. In 16 fact, she said possible two years is what I got 17 left, and that's a possible. 18 Q. What does a man think of at a time like that? 19 What goes through your mind? How can you function 20 with that kind of weight upon you? 21 A. All -- what I think about is what's going to 22 happen to my wife, how -- who's going to support 23 her, take care of her, what she's going to do. 24 I've been married to her 45 years, and my 25 thoughts is when I'm gone, her income will drop
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1 you had sent a request over there for my records, 2 but that's the last time. 3 Q. Okay. How about any other representative of 4 Greenville Pharmaceutical since that phone call? 5 Have you had any contact with any other 6 representative, whether they worked there or held 7 an ownership or an investment interest or 8 otherwise? 9 A. The only one that I know of that was connected to 10 it was Dr. Abboy, and I seen him a couple of times 11 and then didn't see him no more. 12 Q. Now, there's a company called Alliance Biomedical 13 Group. Do you recall ever talking with anyone 14 from a group named Alliance Biomedical Group? 15 A. No, sir. 16 Q. If you met somebody that worked with that group, 17 you don't know it, do you? 18 A. No, sir, I don't. 19 Q. Okay. And you've not had any contact with 20 Alliance Biomedical Group at any time, but surely 21 none since January of 2010? 22 A. No, sir. I have not had any contact with anyone 23 from that group as I know of. 24 Q. Have you had any contact with anyone from the 25 North Hills Medical Center?	1 approximately \$5,000 a month. That's 2 approximately what I make my own self through my 3 retirements. And I didn't take the survivor's 4 benefit plan when I retired from the military, so 5 all my military pension will stop immediately. 6 And all she'll have left is her Social Security, 7 and with house payment, car payments, it'll be 8 tough on her. 9 Q. House is still being paid for? 10 A. Yes, sir. 11 Q. How much you owe on it, John? 12 A. Approximately 66,000. 13 Q. Okay. Do you know where you stand with reference 14 to these medical bills that we've discussed? Have 15 you gotten a final statement from anybody? 16 A. No, sir, I hadn't. 17 Q. Your brother will help your wife some, won't he? 18 A. Yes, sir. I mean he'll do what he can, but far 19 as money wise, he can't -- they just surviving 20 through themselves. They both in their sixties 21 and living off Social Security, so money wise he 22 won't be able to help her. Repairs around the 23 house and all, he'll do what he can, but he had a 24 major heart attack at 38, so he's limited to what 25 he can do.

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1 Q. What do you plan to do in the next two years? 2 A. Basically just try to take care the best I can and 3 prepare her for when the end comes, to not let her 4 to into denial. I talk about it all the time to 5 her where she can't go in denial and think that 6 hey, I'm going to live forever. I'm not, and when 7 the man upstairs calls me, I'm going. And I just 8 try to prepare her for it where it won't be a 9 shock on her. 10 Q. John, thank you for coming up and answering my 11 questions today. These other lawyers have the 12 right to ask you questions if they'd like to. 13 A. Okay. 14 Q. All right. So you listen to them and answer them 15 as best you can. 16 A. Okay, sir. 17 MR. DAVIS: Could we take a break before we 18 continue? 19 VIDEOGRAPHER: Sure. 20 MR. DAVIS: Thank you. 21 VIDEOGRAPHER: We're off the video record at 22 10:12:27. 23 (BREAK; OFF THE RECORD) 24 VIDEOGRAPHER: We are back on the video record 25 at 10:23:45.	1 Q. Well, I thank you for your service to our country 2 and the excellent job that I know that you did 3 taking care of those helicopters and doing the 4 things that you did to serve our country. We're 5 honored by that and thank you for that. 6 A. Thank you, sir. I also have the air medal. 7 Q. Yes, sir. Thank you very much. I'm sure there 8 are not a lot of folks with your MOS who had the 9 CIB. I know that's -- 10 A. No, sir, there's not. 11 Q. -- for infantry in combat. 12 A. Yes, sir. 13 Q. And I know you're proud of that and you should be. 14 Sir, what is the name of your oncologist. You 15 mentioned Dr. -- is it Jeannette Wilcox, your 16 radiation oncologist? 17 A. Yes, sir. 18 Q. Who is the oncologist who administered and 19 supervised your chemotherapy? 20 A. Dr. Carla Jorgensen. 21 Q. Do you know how to spell that, by any chance? 22 A. J-O-R-G-E-N-S-O-N (as spelled by the witness), I 23 believe. I wouldn't be -- wait a minute. I may 24 have it on a pill bottle here. 25 Q. Okay.
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1 EXAMINATION BY MR. DAVIS: 2 Q. Mr. Bruce, my name is Ashby Davis. I represent 3 Steve Clemons and the Greenville Pharmaceutical 4 Research in this case. You have 20 years of 5 active duty in the Army. What was your military 6 occupational specialty? 7 A. I was a rotary helicopter inspector. 8 Q. Okay. And you mentioned Fort Rucker. That's 9 where the helicopters are; is that right? 10 A. Yes, sir, at the helicopter school, both for 11 mechanics and for pilots. 12 Q. And did you continue in the MOS for your entire 20 13 years of active duty? 14 A. Yes. That was my primary MOS the whole 20 years. 15 Q. All right, sir. And upon retirement, what was 16 your rank or your pay grade? 17 A. I was a sergeant first class E-7. 18 Q. E-7; okay. Did you get any awards and decorations 19 while you were in the military? 20 A. Yes, sir. I was -- has the combat infantryman 21 badge for being pinned down under fire for over 24 22 hours continuous. I was one of a very few that 23 don't have a infantry MOS that wears that badge, 24 also the good conduct medal and the ribbons that 25 goes along with being in Vietnam.	1 A. (Speaking to Mr. Parham): Can you -- Mike? 2 Q. Go ahead and read it off. 3 A. Mike, can you see the name on that? Dr. 4 Jorgensen? 5 MR. PARHAM: Ashby, this has the name of his 6 partner, Dr. Brooker. 7 MR. DAVIS: Brooker? 8 MR. PARHAM: B-R-O-O-K-E-R. 9 MR. DAVIS: All right. Thank you so much. 10 EXAMINATION RESUMED BY MR. DAVIS. 11 Q. Mr. Bruce, the -- your oncologist, the ones who 12 administered and recommended and treated you 13 during your chemotherapy rounds, were they 14 partners or doctors with Cancer Center of the 15 Carolinas? 16 A. Yes, sir. 17 Q. All right, sir. You mentioned Greenville 18 Pharmaceutical Research. Had you been a 19 customer, or client of Greenville Pharmaceutical 20 Research for various drug studies and trial prior 21 to the one that was started in early January of 22 2010? 23 A. Yes, sir. I'd been a patient or client of theirs 24 since I believe '08. I -- maybe '07. I took my 25 sister-in-law there. She was sent there by her

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1 lung doctor and she happened to mention to him 2 that I had trouble breathing. And they said, 3 "Well, let's test you," and that's how I got 4 hooked up with them, started with them. 5 Q. And did you understand that Greenville 6 Pharmaceutical Research is an office here in 7 Greenville that conducts various trials on 8 various medications or drugs for different drug 9 companies? 10 A. All I knew at the time, they was only testing 11 drugs for COPD. 12 Q. Okay. And what is COPD, sir? 13 A. It's a chronic lung disorder. 14 Q. Okay. And how long have you had that particular 15 disorder, sir, prior to 2010? 16 A. Probably about seven years or so. 17 Q. All right, sir. And did you have a lung 18 specialist, a lung doctor that was seeing and 19 treating you for this COPD? 20 A. I was getting all my treatment through the V.A. 21 Q. All right. And was that a V.A. clinic here in 22 Greenville? 23 A. Yes, sir. 24 Q. Do you remember the names of any of the physicians 25 that might have treated you for that, sir?	1 it. 2 Q. Did -- was anybody else with you when Mr. Clemons 3 said what you recall him saying? 4 A. No, sir. It was just him and I in the office. 5 Q. All right. And did you by any chance write 6 anything down as a result of his conversation with 7 you that day or, "This is what happened today," or 8 like a diary or anything like that? 9 A. No, sir, I didn't. 10 Q. Did Mr. Clemons -- if you recall, did you recall 11 him saying anything to you at that time that they 12 never got the report from the x-ray of January, 13 2010 until this study in August was done? 14 A. No, sir. Best of my knowledge, what he said was 15 that the mass was seen on a January x-ray and I 16 had fell through the cracks. It'd been filed away 17 without me being notified. 18 Q. Okay. And did you prior to today, sir, have the 19 occasion to read through any parts of any of the 20 sworn testimony of Mr. Clemons or Dr. Desai, a 21 radiologist, that had been taken in this case? 22 A. Everything I believe had been sent to me by my 23 lawyer here, but with my eyesight, I can't read 24 it. It's all put in a box, and I look at it and 25 see who it's addressed to and then put it in a
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1 A. One of them name was Smith. I can't remember the 2 other -- I had one that just died a couple years 3 ago. She was my doctor for several years. I 4 can't even remember her name now. That's another 5 thing that the chemo has done, it has affected my 6 memory. 7 Q. Sure. I understand. Did you ever have any 8 private physician outside of the V.A. system that 9 treated you for any of your lung problems prior to 10 Dr. Abboy? 11 A. No, sir. 12 Q. All right. You mentioned a conversation you had 13 with Mr. Clemons, Steve Clemons, when it was 14 discovered that you had a mass on your lungs as a 15 result of an x-ray that was done through 16 Greenville Pharmaceutical Research study in August 17 of 2010. Would that be fair? Was it that time 18 frame? 19 A. Yes, sir. It -- that's when he -- I had my second 20 x-ray and the spot was found to be 3.5 centimeters 21 I believe. And that's when he called me down and 22 informed me that I had a place on my lung, needed 23 to be a MRI done to see what it was, and that it 24 also had been seen on a x-ray in January, the 26th 25 of January. And they had failed to notify me of	1 box. If it's not -- the letter's not addressed to 2 me, then I don't try to get somebody to read it to 3 me. 4 Q. Okay. Have you become or made aware of the sworn 5 testimony of Steve Clemons in this case? 6 A. Yes, sir. I -- several points have been told to 7 me. 8 Q. Okay. Can you recall any of those points? 9 MR. PARHAM: Except from his lawyer. 10 MR. DAVIS: Okay. 11 MR. PARHAM: Mr. Bruce? 12 WITNESS: Sir? 13 MR. PARHAM: The reason I'm saying except from 14 his lawyer is there's a law in South Carolina that 15 provides for attorney-client privileged. 16 WITNESS: Right, sir. 17 MR. PARHAM: I want to make sure that you 18 understand that any information that you've 19 obtained through conversations with either myself 20 or with Mr. Jones or with Ms. DeMint are, in my 21 opinion, privileged. So if you learned something 22 from talking with us, you are not to divulge 23 that. 24 WITNESS: Right, sir. 25 MR. PARHAM: If you learned it from talking

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John Bruce
April 16, 2012

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1 with someone else, then you tell Mr. Davis exactly 2 what he needs to know. 3 WITNESS ANSWERS: 4 A. The only thing that's been told to me is through 5 my lawyer. 6 EXAMINATION RESUMED BY MR. DAVIS: 7 Q. Let me ask you this. Are you aware -- strike 8 that. Do you understand today, sir, that 9 Greenville Pharmaceutical Research's position in 10 this lawsuit is that they never received the 11 report from North Hills Medical Center of the x- 12 ray that was done on January 26, 2010? Do you 13 understand that that's their position? 14 A. Yes, sir. 15 Q. Okay. And do you understand that their position 16 is that is -- in August of 2010, when you were in 17 a different study and they got an x-ray report 18 from North Hills, it talked about -- the x-ray 19 report of 2010 spoke about or referred to the 20 report that was done in January, 2010 and that 21 that's when Mr. Clemons first knew about it? Do 22 you understand that that's their position? 23 A. Yes, sir, I do. 24 Q. Okay. And do you understand that Steve Clemons' 25 position is that as soon as he found out about	1 combat. But I full respect those that were, and 2 thank you. I have no questions. 3 WITNESS: Thank you, sir. 4 MR. PARHAM: That's it. Thank you very much. 5 VIDEOGRAPHER: One moment, please. This is 6 the end of the videotaped deposition of John L. 7 Bruce consisting of one tape. We're off the video 8 record at 10:35:38. 9 (There being no further questions, 10 the deposition concluded at 10:35 A.M.) 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25
Page 31	Page 33
1 that January, 2010 report, he contacted North 2 Hills to get a copy of that as soon and as best 3 the way he could, and that he began to get you in 4 touch with -- I think he mentioned Dr. Abboy, a 5 lung specialist? Do you understand that that's 6 their position in the case? 7 A. Yes, sir. 8 Q. Okay. All right. Again, thank you for your 9 patience with me today, and I wish you well. And 10 thank you very much for answering my questions. 11 A. Thank you, sir. 12 MR. HENRIKSON: Sir, my name is Matt 13 Henrikson. I wanted to join Mr. Davis in thanking 14 you for your service to our country. My father 15 served in World War II. I've been registered for 16 the Selective Service. I've never had the honor 17 of serving, but I do want to thank you. And I 18 don't have any other questions today. 19 WITNESS: Thank you, sir. 20 MR. MANN: My name is Milton Mann. I'm the 21 attorney for Alliance Biomedical Research. I, 22 too, thank you for your service. 23 WITNESS: Thank you, sir. 24 MR. MANN: I served with the 7th Infantry 25 Division, and fortunately was never called to	STATE OF SOUTH CAROLINA) : CERTIFICATE COUNTY OF GREENVILLE) Be it known that I took the deposition of JOHN L. BRUCE; That I was then and there a Notary Public in and for the State of South Carolina-at-Large; That by virtue thereof, I was duly authorized to administer an oath; That the witness was by me first duly sworn to testify the truth, the whole truth, and nothing but the truth concerning the matter in controversy aforesaid; That the foregoing transcript of 32 pages is a true and correct transcript of the testimony given in this matter; That I am not related to nor an employee of any of the parties hereto, nor a relative or employee of any attorney or counsel employed by the parties hereto, nor interested in the outcome of this action. WITNESS MY HAND AND SEAL this 30th day of April, 2012. Sheila B. Smith, CVR-CM-M Notary Public for South Carolina My Commission Expires: 3/9/2014

9 (Pages 30 to 33)

Irveta J. Shouse / GWC
(864) 233-2341

STATE OF SOUTH CAROLINA
COURT OF COMMON PLEAS
COUNTY OF PICKENS

ALLIANCE BIOMEDICAL RESEARCH, LLC,

Plaintiff,

vs. CASE NO. 2014-CP-39-350

JUDITH H. PARHAM, PERSONAL
REPRESENTATIVE OF THE ESTATE
OF DAVID MICHAEL PARHAM, DECEASED,
AND SMITH & PARHAM, LLC,

Defendants.

DEPOSITION OF: GREGORY J. FELDMAN, M.D.

DATE: December 16, 2015

TIME: 2:00 p.m.

LOCATION: Upstate Lung & Critical Care
151 Harold Fleming Court
Spartanburg, South Carolina

TAKEN BY: Counsel for the Defendants

REPORTED BY: ANGELA D. ZUVER,
Court Reporter

A. WILLIAM ROBERTS, JR., & ASSOCIATES

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Page 10 1 record one second. 2 (Off-the-record conference.) 3 BY MR. BOGDAN: 4 Q. Who is representing you in that 5 lawsuit? 6 A. Mr. Mann. 7 Q. Mr. Mann. Okay. 8 Who represented you in the first 9 lawsuit that Parham & Smith brought? 10 A. Spencer King. 11 Q. Spencer King. Was Mr. Mann involved in 12 the defense of your lawsuit? 13 A. No, he wasn't. We're talking about 14 2003. 15 Q. Okay. And I want to tell you a couple 16 things -- I should have done this at the 17 beginning -- a couple rules about depositions. I'm 18 sure you know this by now because you've done many 19 depositions. 20 A. I do. 21 Q. If you need a break at any time, please 22 let me know. I told you before we started -- 23 you've got your phone out. If it rings and you 24 need to take a phone call, I'm happy to stop and 25 take a break.	Page 12 1 allowed to ask about them when we come back on the 2 record. Fair? 3 A. Understood. 4 Q. And this I think almost came up a 5 minute ago, but if I ask you a question and your 6 answer is going to be something that, my attorney 7 told me this or my attorney told me that, you don't 8 need to tell -- you don't need to say what your 9 attorney told you previously, okay? 10 A. I understand. 11 Q. That's privileged. And I'm sure 12 Mr. Mann will chime in if that -- if we get close 13 to doing that, but it's not my intention to elicit 14 any of that testimony, okay? 15 MR. MANN: And, Jeff, just to respond, 16 probably not. If we've got information we're going 17 to give it to you. 18 BY MR. BOGDAN: 19 Q. All right. So we are here today 20 because Alliance Biomedical Research has brought a 21 lawsuit against Parham & Smith and Ms. Judith 22 Parham, but I'm just going to call them Parham & 23 Smith today. Is that fair? 24 A. That's fine. 25 Q. Just to not go through Judith Parham
Page 11 1 A. I very much appreciate it. 2 Q. I would just ask that if there is a 3 question on the table you just answer the question 4 before we take a break. We'll work through that if 5 it comes up. 6 If you don't understand one of my 7 questions, ask me to clarify it. You have your 8 lawyer, Mr. Mann, here with you today, but during 9 the deposition you're not allowed to speak with him 10 about my questions. You can't look to him for 11 advice about how to answer the questions. So if 12 you don't understand something I say, don't look to 13 Mr. Mann for help. Ask me to clarify and I'll be 14 happy to do that. 15 A. Understood. 16 Q. If you answer one of my questions I'm 17 going to assume you understood it. Is that fair? 18 A. Yes. 19 Q. If we do take a break at some time 20 you're not supposed to talk with Mr. Mann about 21 your deposition testimony. You can talk to him 22 about the weather or about anything else, but not 23 about what we're doing here today. 24 A. Okay. 25 Q. If you do talk about those things I'm	Page 13 1 and the personal representative stuff, when I say 2 Parham & Smith I'm going to be referring to all the 3 defendants in this case, okay? 4 A. I understand that you represent two 5 different parties. 6 Q. Okay. Great. 7 So who is the person at Alliance 8 Biomedical Research, LLC, who made the decision to 9 file this lawsuit? 10 A. There's five foremen, myself, 11 Dr. Joseph Boscia and Dr. -- not Dr., but Mr. Steve 12 Clemons, spelled C-L-E-M-O-N-S. There's two other 13 owners of the corporation which is Anna Buice, 14 B-U-I-C-E, and there's Haley Williams, 15 W-I-L-L-I-A-M-S. Those are the five owners. 16 Q. Okay. 17 A. The decision was made by the majority, 18 and I represent today, at your request, the 19 company. 20 Q. Okay. And when you say five owners, 21 this is an LLC so they're actually members, 22 correct? 23 A. Correct. 24 Q. Okay. And does each of the five 25 members have an equal membership share?

Page 14	Page 16
1 A. Yes. 2 Q. 20 percent for each person? 3 A. Yes. 4 Q. So the majority of the five made the 5 decision to file this lawsuit. Tell me what you 6 know -- what is this lawsuit based on? 7 A. It is based on the conduct of 8 Mr. Parham and his law firm. 9 Q. Okay. And what exactly about his 10 conduct do you find to be actionable? 11 A. Mr. Parham filed a lawsuit without any 12 grounds against Alliance Biomedical Research 13 without any investigation. Because he'd been 14 repeatedly told we have nothing to do with the 15 case. 16 Q. Okay. 17 A. He proceeded to litigate the case with 18 full knowledge of, number one, we have nothing to 19 do with the case and, number two, we have 20 absolutely no connection to Greenville 21 Pharmaceutical Research to begin with. And what we 22 find more objectionable is the scheme that 23 Mr. Parham engaged in to extort the money from a 24 company that has nothing to do with this case 25 without knowledge or consent of his client.	1 A. No. 2 Q. Do you know that Greenville 3 Pharmaceutical Research paid a lot of money to 4 settle that case? 5 A. Yes, I do. 6 Q. So why would they do that if there were 7 no legitimate grounds? 8 A. Extortion scheme. We were facing a 9 very drastic decision as a group with Mr. Parham 10 threatening to reveal confidential information to 11 outside parties not involved in the lawsuit, 12 including pharmaceutical companies, including our 13 bloodline. At that point a decision was either to 14 pay a lot of money in the extortion which we have 15 or pay far more in the collapse of our business. 16 Q. So why hasn't Greenville Pharmaceutical 17 Research filed an abuse of process case against 18 Parham & Smith? 19 A. That would be confidential discussion 20 between me and my lawyers. 21 Q. So you're refusing to answer that 22 question? 23 A. I'm not refusing. I'm just explaining 24 to you. If you want me to go into this, I can, but 25 you asked me at the start of the deposition not to
Page 15	Page 17
1 Q. And when you say filed a lawsuit, 2 you're referring to a lawsuit that he filed on 3 behalf of Mr. and Mrs. Bruce; is that correct? 4 A. I won't characterize what he thought. 5 I'll characterize it's unjust to file a lawsuit 6 against innocent -- a party that he knew to be 7 innocent. 8 Q. But you're talking about the Bruce 9 lawsuit, correct? 10 A. I'm talking about the lawsuit against 11 Alliance Biomedical Research. 12 Q. The one that was -- 13 A. I would not characterize that he filed 14 on behalf of Bruce. Mr. Bruce did not know about 15 Alliance. 16 Q. But the entire lawsuit was filed on 17 behalf of Mr. Bruce, correct? 18 A. In the name of Mr. Bruce. 19 Q. Okay. 20 A. Not on behalf of Mr. Bruce. 21 Q. Do you think that Mr. Bruce and 22 Mr. Parham had legitimate grounds to sue Greenville 23 Pharmaceutical Research? 24 A. No, I don't. 25 Q. No?	1 do it, but if you want, I can. 2 Q. No. That's fair. 3 MR. MANN: And I'm fine with you 4 answering. 5 BY MR. BOGDAN: 6 Q. Okay. Then answer, please. 7 A. Okay. The Greenville Pharmaceutical 8 Research cared about the gentleman in question a 9 lot, okay? 10 Q. Mr. Bruce? 11 A. Mr. Bruce. He was a good man. He was 12 misled. He was -- by his lawyers. He was misled 13 by a lot of people around him, okay, but we felt 14 very, very strongly that the man should be 15 separated from his lawyer. 16 Q. Okay. So why hasn't Greenville 17 Pharmaceutical Research sued the lawyer for abuse 18 of process? 19 A. We sued the lawyer for what he'd done, 20 which is enormous damage to the company, after -- 21 which is writing the letter not within the lawsuit, 22 okay? We're big people. We can defend ourselves 23 among the judge. As you know, we went to the jury. 24 We can defend ourselves among the jury. 25 We respect the American system of

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Page 30 1 Mr. Bruce is. We have nothing to do with 2 Greenville Pharmaceutical Research. Our company 3 absolutely has just a commonality in ownership and 4 not even complete commonality. Some commonality, 5 okay? Please drop the lawsuit, okay? No. 6 Okay. Later on it became apparent that 7 there was a scheme and Mr. Parham, God bless his 8 soul, okay, and his company, okay, is now sued for 9 doing tremendous damage to an innocent bystander, 10 okay, that has aspirations, that has a right to 11 conduct their own business, that has a right to 12 create what we do, which is enormous good will in 13 our business community in the upstate, and he 14 crushed all of that and that's why he's in a 15 lawsuit and his firm is in a lawsuit as an 16 accomplice. 17 Q. Okay. 18 A. Does that answer your question? 19 Q. Yes. And I'm going to ask a follow-up 20 question now. You told me that Mr. Parham did some 21 investigation and that he determined that 22 Alliance -- and I'm just going to call it Alliance. 23 Is that okay? 24 A. That'll be fine. 25 Q. That's Alliance Biomedical Research	Page 32 1 behind closed doors? I mean, they could have 2 gone -- they could have done their own independent 3 research and somehow determined that, well, I think 4 there's a reasonable basis to allege that Alliance 5 is Greenville's parent company. 6 A. Fair enough. We will conduct that 7 investigation. 8 Q. Okay. 9 A. We do not have a judge order, I don't 10 believe. Milton is not here. Maybe you know. Do 11 we have a judge order that's scheduling 12 depositions, things like that? 13 Q. We're free to do that whenever we want 14 to. That's why I'm here taking yours. 15 A. That's right. So we will absolutely 16 take the deposition. 17 Q. Okay. 18 A. But it is our firm belief on the basis 19 of what we know that it was an intentional scheme 20 and it is supported by Mr. Parham's conduct and his 21 firm. 22 Q. Okay. 23 A. So we most certainly would like to hear 24 an explanation, okay, and we will most certainly 25 take the deposition of everybody involved, but from
Page 31 1 Group, the plaintiff in this case. 2 A. Why don't we agree that we're going to 3 call it Alliance. 4 Q. And I know down the road there's going 5 to be some other companies. 6 A. Can I interrupt and return a page? 7 MR. BOGDAN: Yes. Off the record. 8 (Off-the-record conference.) 9 BY MR. BOGDAN: 10 Q. All right. So you told me that -- and 11 correct me if I'm wrong, that Parham & Smith did an 12 investigation and determined that Alliance was not 13 Greenville Pharmaceutical Research's parent company 14 but sued Alliance anyway? 15 A. Yes. 16 Q. But then when you went through the 17 response you told me about what Parham & Smith and 18 Mr. Parham did not do. You said they didn't 19 request the records, they didn't come talk to you, 20 they didn't come talk to the accountants. So what 21 did they do? 22 A. Nothing. They created a scheme to 23 pressure Alliance into essentially an extortion 24 scheme. That's what they created. 25 Q. Well, how do you know what they did	Page 33 1 what we know today, the extortion is not in doubt 2 in our mind. Both extrajudicial and likely 3 investigation, as you know, very much supports the 4 contention that it was a scheme. 5 Q. Well, I don't know that. 6 A. Well, you -- it's not your deposition. 7 It's my -- 8 Q. Right. But you said as I know, and I'm 9 just going to clarify for the record that that's 10 not what I believe at all. 11 A. Well, you may disagree with it -- 12 Q. Sure. 13 A. -- but that doesn't mean that I'm not 14 entitled to that opinion. And you know that. 15 Q. You absolutely are. 16 A. It certainly came from my mouth, not 17 yours. 18 Q. I understand. 19 A. You don't need to defend something that 20 I say. 21 Q. You can say whatever you want in your 22 deposition, sir. 23 A. Exactly. 24 Q. All right. I'm going to back up now. 25 We've kind of got a good overview of what we're

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Page 58 1 Q. I certainly do. 2 A. Well, then that's why I don't 3 understand what the lawsuit was alleging. 4 Q. What if it just alleged negligence? 5 A. I haven't been sued for negligence, as 6 far as I know. 7 Q. Well, has Greenville Pharmaceutical 8 Research? 9 A. No. Nobody ever alleged negligence of 10 anyone. 11 Q. Who represented Greenville 12 Pharmaceutical Research in the Bruce litigation? 13 A. Ashby Davis. 14 Q. Ashby Davis. And who paid for that? 15 A. For Ashby Davis? We did not pay for 16 that. 17 Q. Did the insurance company pay for that? 18 A. Yes. 19 MR. MANN: Mag Mutual. 20 THE WITNESS: Mag Mutual Insurance. 21 BY MR. BOGDAN: 22 Q. And Alliance Biomedical Research was 23 also a defendant in that, in the Bruce litigation, 24 correct? 25 A. It was named as a defendant.	Page 60 1 Pharmaceutical Research? 2 A. It did not. 3 Q. Alliance Biomedical Research was 4 dismissed from the Bruce litigation, correct? 5 A. Eventually it was. 6 Q. And how much did it pay to get it 7 dismissed? 8 A. Alliance Biomedical Research refused. 9 We were dismissed with prejudice. 10 Q. You paid zero dollars? 11 A. We paid zero. 12 Q. Okay. How long was Alliance in the 13 Bruce litigation? 14 A. For nine months. 15 Q. Nine months? 16 A. And four months prelitigation. 17 Q. Okay. Tell me about what efforts 18 Alliance had to take to defend itself in the Bruce 19 litigation. 20 A. Let me emphasize, because it's 21 important, prelitigation. Why it is important? 22 There was a key time for Alliance that has to put 23 on hold multiple, multiple business opportunities, 24 okay? We simply basically had to shelf, okay? 25 Q. Had to what?
Page 59 1 Q. And who paid for -- who represented 2 Alliance Biomedical Research? 3 A. Mr. Mann. 4 Q. Okay. And who paid for that 5 representation? 6 A. Us. 7 Q. When you say -- who is us? 8 A. Me and Alliance. We agreed us, 9 Alliance, means Alliance. 10 Q. Okay. 11 A. I mean, let's stipulate Alliance is 12 Alliance. So that's -- when I say us, I mean 13 Alliance. 14 Q. All right. 15 A. That's who I represent today. 16 Q. That's fine. Sometimes when you say us 17 it means different things so I might ask you to 18 clarify that. 19 A. Sure, but for purposes of the 20 deposition I represent Alliance. 21 Q. So Alliance Biomedical Research paid 22 for Mr. Mann to defend it in the Bruce litigation? 23 A. Yes, we have. 24 Q. But Alliance Biomedical Research did 25 not pay for the defense of Greenville	Page 61 1 A. Shelf. Shelf. 2 It was a critical, critical time. 3 There has never been a more critical time in the 4 life of Alliance Biomedical Research when the 5 lawsuit was filed. Therefore, I based my finger 6 pointing at Parham at the inception when we have 7 received this outrageous allegation and had 8 responded practically with a week, maybe within a 9 day because it was so important, okay? So that is 10 where my finger pointing starts at Mr. Parham and 11 his firm. Week or ten, maybe two, maybe months, 12 okay? So we received it in July. In August it 13 should have been stopped. It has not, okay? So it 14 has been dragging on for nine to ten months putting 15 our most ambitious plans on hold, okay? That's 16 what this lawsuit seeks to address. No more. 17 Number two, it seeks to address 18 continuous damage for what has occurred. This is 19 my life dream that was put on hold, the aspirations 20 of many, many people that are working tirelessly 21 day and night to bring it to something that perhaps 22 a research group has never seen before, okay? This 23 is what this lawsuit is all about really, okay? 24 As far as my personal expenses, I 25 estimate about 150 hours. How much I make I will

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Page 86 1 Q. But you don't know why he did that? 2 A. Yeah, I do. 3 Q. Why? 4 A. Because the doctor that he sued, 5 Dr. Desai, that's the only doctor that he sued. 6 That settled. And I believe that his scheme was to 7 implicate that doctor. Once he had achieved that 8 scheme there was no really -- Alliance doesn't have 9 insurance. We're not doing medicine. So he has 10 decided that he has achieved the goal of his 11 scheme, and I believe it was decided with Dr. Desai 12 settling. So he has no use to continue torturing 13 us. He achieved his mission of basically settling 14 with Dr. Desai. 15 Q. Okay. So you believe it was 16 Mr. Parham's motive in including Alliance in the 17 case to put pressure on Dr. Desai? 18 A. On us. To put pressure on Alliance to 19 implicate Desai to pressure Greenville. I don't 20 know how much you know about Greenville, but 21 there's some -- not total, but co-ownership. So 22 Parham's goal was all along to pressure us to 23 settle. He could care less if Alliance settled or 24 Greenville settled. Basically his scheme was to 25 pressure Alliance Biomedical Research in making	Page 88 1 bizarre, okay? You know, it's like go ahead and 2 sue your famous company McDonald's that you love so 3 much. 4 Q. Does Alliance have any relationship 5 with Parham & Smith? 6 A. We have no relationship with Parham & 7 Smith, no. We have none. 8 Q. They have never represented Alliance 9 before? 10 A. No. They have not represented anybody. 11 (A recess transpired.) 12 BY MR. BOGDAN: 13 Q. Quick housekeeping. We had marked as 14 Exhibit 2 a list of companies that you had 15 ownership interest in and after we marked that 16 Holly brought in an updated list. 17 A. Okay. 18 MR. BOGDAN: So I am going to take this 19 sticker off -- 20 MR. MANN: No objection. 21 MR. BOGDAN: -- the old Exhibit 2 and 22 put it on the new Exhibit 2. 23 MR. MANN: Thank you so much. 24 (DFT. EXH. 3, Release, was marked for 25 identification.)
Page 87 1 others to settle. As far as Desai is concerned, 2 yes. He basically came here interrogating me -- 3 which I have nothing to do with the case. I never 4 saw the patient and so forth. 5 Yeah, it was about Desai. Yeah, I 6 think that it's pretty striking that as soon as 7 Desai had settled he dropped Alliance. So, yes, to 8 answer your question, absolutely I know why he 9 dropped Alliance at this time, not before. He 10 dropped Alliance as Desai had settled. 11 Q. And Alliance and Dr. Desai do not have 12 any relationship with each other, do they? 13 A. No, we have no relationship. 14 Q. And Dr. Desai works -- do you know who 15 he work for? 16 A. Yes. He works for North Hills. 17 Q. North Hills -- is it medical center? 18 A. I believe it's called North Hills 19 Medical Center. 20 Q. And North Hills Medical Center does not 21 have any relationship with Alliance, does it? 22 A. No. We have no relationship. We have 23 no relationship to Greenville either. It's just a 24 common ownership. We have no relationship to 25 anybody in this lawsuit. This is what's so	Page 89 1 BY MR. BOGDAN: 2 Q. Dr. Feldman, I've marked as Exhibit 3 a 3 copy of a release. Have you seen this document 4 before? 5 A. You're asking me? 6 Q. Yes. 7 A. I believe I did, but I don't have a 8 precise memory. 9 Q. Okay. Do you know what this is? 10 A. Yes. 11 Q. Okay. What is it? 12 A. It's a release of -- it's a settlement 13 between Greenville Pharmaceutical Research and 14 Mr. Bruce. 15 Q. Okay. And is it your understanding 16 that this is the document that finally ended the 17 Bruce litigation? 18 A. Yes. 19 Q. Greenville Pharmaceutical Research was 20 the last party left in the case and once they 21 settled out the case was over, correct? 22 A. Yes. 23 Q. Because by this point -- and this 24 release was signed when? 25 A. It says October 2012, right?

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Page 98 1 (DFT. EXH. 5, Amended complaint, was 2 marked for identification.) 3 BY MR. BOGDAN: 4 Q. Dr. Feldman, I've marked as Exhibit 5 a 5 copy of the amended complaint, whereas Exhibit 4 is 6 the second amended complaint. So I want you right 7 now to look at the amended complaint which is 8 Exhibit 5 and flip to the last page. 9 A. I see that. 10 Q. Okay. And do you see that this is 11 called a verification? 12 A. I see that. 13 Q. And it says, personally appeared before 14 me Gregory J. Feldman who after first being duly 15 sworn says that he is the plaintiff in the 16 foregoing action, that he has read the foregoing 17 complaint, that the statements contained therein 18 are true to the best of his knowledge except as to 19 those stated to be based upon information and 20 belief as to which he believes such matters are 21 true. 22 Did I read that correctly? 23 A. I see that. 24 Q. And you signed this document, correct? 25 A. I did.	Page 100 1 A. I see that. 2 Q. -- under the general factual 3 allegations section paragraph six says, this action 4 arises out of conduct -- out of alleged conduct by 5 Parham as counsel and P&S, which is Parham & Smith, 6 as the representing firm in a prior lawsuit 7 captioned John L. Bruce and Marilyn Bruce v. 8 Greenville Pharmaceutical Research, Inc., and 9 Alliance Biomedical Group filed on October 20, 2011 10 in the Court of Common Pleas, Greenville County, 11 Thirteenth Judicial Circuit, Case Number 12 2011-CP-23-6967. 13 Okay. So my question is: Do you know 14 of any evidence that Mike Parham or Parham & Smith 15 acted wrongfully other than in their representation 16 of the Bruces in this lawsuit -- in this underlying 17 lawsuit? Did they do anything else besides what 18 they did during the underlying lawsuit? 19 A. We don't have a discovery yet so 20 everything that's alleged here is what I know. 21 Q. Okay. 22 A. What I don't know will be amended if I 23 do. 24 Q. Okay. 25 A. As of today, everything that is written
Page 99 1 Q. Now, if we look at Exhibit 4 and you 2 flip to the end, there's not a verification for 3 Exhibit 4. 4 A. I see that. 5 Q. Okay. Do you know why there was a 6 verification for the amended complaint but not one 7 for the second amended complaint? 8 A. I don't. I'll be happy to sign. 9 Q. Okay. So basically you believe -- have 10 you read the second amended complaint? 11 A. Yes. 12 Q. And you believe everything in here is 13 true? 14 A. Yes. 15 Q. All right. Well, let's look -- I'm 16 going to ask you some questions about the second 17 amended complaint which I'll tell you as it relates 18 to Parham & Smith it's essentially identical to the 19 amended complaint. 20 A. Okay. 21 Q. Okay. 22 A. You answer questions -- ask me 23 questions. I'll answer questions. 24 Q. All right. Here we go. Page two of 25 the second amended complaint, which is Exhibit 4 --	Page 101 1 in this complaint is what I know today. If it's 2 not saying that it's not there. 3 Q. Okay. 4 A. It doesn't mean it didn't happen. 5 Which I don't have that information yet. 6 Q. As we sit here today you don't know of 7 anything that Parham & Smith did outside of the 8 this litigation -- 9 A. I'm going to refer you to this 10 complaint. What's in the complaint is what I 11 allege today that I know. It doesn't mean there's 12 not more to that. 13 Q. All right. Page four, sir. 14 A. Yes. 15 Q. Paragraph 15 -- 16 A. Okay. 17 Q. -- says, on April 16, 2012 Mr. Bruce 18 testified in his deposition within the underlying 19 action that he had never spoken with anyone from 20 the plaintiff. The plaintiff is Alliance, correct? 21 A. Correct. 22 Q. All right. Have you read that 23 deposition? 24 A. Deposition of Mr. Bruce? 25 Q. Yes.

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Page 110 1 deposition that Mr. Parham should have known that 2 Alliance and Greenville Pharmaceutical Research 3 were not related? 4 A. He couldn't possibly not know. He was 5 told by Ashby Davis. He was told by Mr. Clemons, 6 who was deposed before me in 2011, okay? 7 Q. Okay. 8 A. He was told by the answer of my 9 complaint -- answer to his complaint by Alliance. 10 He was told in the neighborhood of five times by 11 different people and still deposed me. 12 Q. Okay. I mean, he's entitled to take 13 discovery, isn't he, just like you're entitled to 14 take discovery in this case? 15 A. Of course. He is not entitled to have 16 discovery of innocent people that he dragged into a 17 lawsuit that has nothing to do with the company or 18 the lawsuit. He is not entitled. I disagree. I 19 disagree vehemently. He's not entitled to that. 20 Q. Well, you know, when he -- when I 21 answered the complaint in this case on behalf of 22 Parham & Smith we said that Parham & Smith didn't 23 do anything wrong. Are you supposed to believe 24 that? 25 A. Yes. If you tell me Parham & Smith	Page 112 1 scheme, not a lawsuit. 2 Q. So he's just supposed to believe 3 everything that the lawyer says? 4 A. He's supposed to investigate. I don't 5 know whether you're familiar with that. It's a 6 rhetorical question. But, yes, in filing a 7 malpractice lawsuit you're supposed to investigate 8 it, yes. 9 Q. Okay. What did he do to investigate? 10 A. He did what he's supposed to do. He 11 talked to Ashby Davis. He took the deposition of 12 Mr. Clemons. 13 Q. No. I want to talk about before the 14 lawsuit was filed. 15 A. I don't know about anything before the 16 lawsuit. I cannot -- I'm not a mind reader. I 17 don't know what he did. 18 Q. Well, you told me that he didn't 19 investigate. 20 A. We'll find out whether he conceived it 21 even before he filed the lawsuit. Okay? I'm not a 22 mind reader. What's in my complaint is what I 23 know. I do not know what he did before the 24 lawsuit. 25 Q. You don't know?
Page 111 1 doesn't own the Parham & Smith company I'm entitled 2 to believe that he doesn't and I'm entitled to 3 receive the documents to confirm whether he does or 4 he doesn't, okay? It is not a germane question. 5 The germane question is did Parham know that 6 Alliance did not own Greenville Pharmaceutical 7 Research. Yes, he did. Did he know that in July? 8 Yes, he did. Did he know that prior to the 9 lawsuit? Yes, he did. Did he know after one week 10 after he filed the lawsuit? Yes, he did. Did he 11 know at the deposition of Mr. Clemons that happened 12 three months before mine? Yes, he did. 13 Q. Okay. Let's focus on one area of time 14 there. Previous to filing of the lawsuit how did 15 Mr. Parham know that Alliance did not own 16 Greenville Pharmaceutical Research? 17 A. I'm not going to go and answer 18 hypothetical questions. 19 Q. Well, you just said that he knew. 20 A. He has known after he filed intent, 21 okay, from the very same people he sued who has 22 told him through the lawyers who told him 23 through -- personally and answered the complaint, 24 you're suing the wrong people, okay? He completely 25 disregarded this information because he has a	Page 113 1 A. No. Okay? I do not know what he did 2 before the lawsuit. 3 Q. Well, you just told me what he did 4 before and what he didn't do before. You said that 5 before the lawsuit he knew that there was not any 6 ownership -- 7 A. I'm talking about there was an intent 8 to file the lawsuit that's required in South 9 Carolina. 10 Q. The notice of intent -- 11 A. That's where he should have known and 12 did, between the lawsuit and intent. That is a 13 period of time, approximately five, six months, 14 where he knew what he was doing. 15 Q. So between the notice of intent and the 16 lawsuit being filed how is it that he knew that 17 Alliance did not own Greenville Pharmaceutical 18 Research? 19 A. He'd been told, and he'd been told so 20 on several occasions. 21 Q. By whom? 22 A. By Ashby Davis. 23 Q. And is he supposed to believe that? 24 A. He is. 25 Q. He is?

Page 114 1 A. He's not supposed to believe it. He's 2 supposed to verify it. 3 Q. What did he do to verify it? 4 A. Nothing. 5 Q. How do you know? 6 A. Because he filed the lawsuit. 7 Q. Well, what if he did some research and 8 his research determined that there's a very 9 probable probability that Alliance does own 10 Greenville Pharmaceutical Research? 11 A. We'll find out, won't we? But I told 12 you for me it matters very little. It only matters 13 to me that he continues the lawsuit without any 14 grounds for it, okay, and no prior investigation. 15 Prior investigation was key in this matter. He was 16 asked to come to talk to our accountant. He was 17 asked to come to talk to our office. He was 18 offered every possible document to satisfy his 19 curiosity, okay? He refused all that. 20 Q. Perhaps because he wants to hear you 21 say it under oath. Under oath is a very important 22 thing, is it not? 23 A. Because he wanted to extort money as 24 alleged. 25 Q. Do you know --	Page 116 1 He had basically took extrajudicial matters in his 2 own hands, okay? Just like that, okay? Didn't 3 write to the judge. Didn't file the lawsuit 4 against the pharmaceutical company. He wrote and 5 threatened that he would and that's what he did, 6 okay? It was blackmail basically, okay? And, yes, 7 we have succumbed to the blackmail because we had 8 no choice. 9 I don't know if you ever knew 10 Mr. Parham, okay? I only knew him at my 11 deposition. He's a very intimidating man, okay? A 12 powerful lawyer. One of the most powerful lawyers 13 in the upstate. I would venture to stay the most 14 powerful lawyer in the upstate who threatened to 15 ruin your business and your life. What would you 16 do? 17 Q. Have you heard about Mr. Parham's 18 reputation in the community? 19 A. Very powerful man, okay, who is not 20 going to stand for anything until he gets his way. 21 Q. Have you heard that he is well 22 respected in the community? 23 A. In the legal community or physician 24 community? 25 Q. Let's not go with the physician
Page 115 1 A. Isn't that for a jury to decide? 2 Q. Do you know why he did it? 3 A. Yes. 4 Q. Why? 5 A. Because he wanted to apply pressure, 6 okay? 7 Q. What evidence do you have of that 8 besides what you believe? 9 A. Letters that he has wrote to the -- 10 extortion letters that he has wrote. Now, you may 11 disagree it's an extortion letter, but you asked me 12 a question. It was a blatant extortion, okay, a 13 threat of reporting us to the pharmaceutical 14 industry if we don't settle. 15 Q. You're talking about the letter he 16 wrote to the institutional review board? 17 A. No. He has wrote a letter to our 18 lawyers and us telling them that if you don't do 19 what I say I'm going to drag in the pharmaceutical 20 company into your frivolous litigation, okay? Not 21 only was it frivolous, but he was trying to drag 22 in -- or he wasn't trying. He was trying to tell 23 us that he was going to report -- and he did, okay? 24 He did. And that's what led to the Greenville 25 Pharmaceutical insurance settlement because he did.	Page 117 1 community. 2 A. I'm going to go to with physician 3 community because I'm a member of that. 4 Q. All right. Let's talk about -- 5 A. He was -- he was terrifying, 6 intimidating. He would not stop at anything. That 7 is the physician community reputation. 8 Q. Was he respected? 9 A. No. 10 Q. No? 11 A. No. Not for his tactics. He was 12 probably one of most feared men for his tactics in 13 the medical community, and those are good people in 14 the medical community. 15 Q. How about outside of the medical 16 community? 17 A. I'm not privy to that. I'm a member of 18 the medical community. 19 Q. But you're also a member of just the 20 Spartanburg community, correct? You do think 21 outside of the medical -- 22 A. Mr. Parham is not a member of the 23 Spartanburg community. Mr. Parham is an outside 24 lawyer who will come to this community and file 25 lawsuits right and left.

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Page 126 1 A. I still have it open. We're good. 2 It's page four, paragraph 19, line one. 3 Q. All right. It says, in response to the 4 underlying action the plaintiff filed a motion to 5 dismiss. 6 A. I see that. 7 Q. Do you recall Alliance filing a motion 8 to dismiss the Bruce litigation? 9 A. Yes. 10 Q. What happened to that motion to 11 dismiss? 12 A. The motion to dismiss was filed to let 13 Mr. Parham know that he needs to dismiss the case. 14 Once he did not dismiss the case we had no other 15 choice but to fight it. 16 Q. And did you win that motion to dismiss? 17 A. We decided to pull the motion. That 18 was a decision that was -- it was not done by me 19 and it goes to the confidentiality of lawyer 20 conversation. 21 Q. All right. Turn the page, please. 22 A. Page five. 23 Q. Page five, paragraph 26. Due to the 24 plaintiff's inclusion in the Bruce litigation it 25 was involved in no less than ten depositions	Page 128 1 Q. He's paid by what? 2 A. By billing. 3 Q. So he doesn't make a salary? 4 A. He makes a retainer and he's paid by 5 billing hours. 6 Q. So he records his time and submits a 7 bill to Alliance? 8 A. He submits bills to Alliance, yes. 9 Q. Does Alliance still have those bills? 10 A. I'm sure, but I don't have them. That 11 will be one of the requests we will be happy to 12 provide you. 13 Q. And those bills would include those 14 costs -- travel costs and everything? 15 A. I'm sure, but I don't deal with the 16 bills. We will provide you with everything you 17 request. 18 Q. Okay. 19 All right, sir. Next page, please. If 20 you'd look at paragraph 30. Parham's letter -- and 21 this is in reference to a letter that was sent to 22 the institutional review board. Do you understand 23 that? 24 A. No, I don't. 25 Q. What do you think this letter was -- in
Page 127 1 resulting in time, effort and costs, including 2 travel costs to and from Florida. 3 A. I see that. 4 Q. All right. How much time did it take 5 for Alliance to do all this? 6 A. Well, we paid a lot of money to 7 lawyers. It was two depositions, two travels, 8 several days of lawyer time, okay, as far as with 9 the travel costs, lodging and so forth. It has 10 also taken three or fours hours of deposition which 11 I had to be on the phone myself personally. There 12 were ten depositions of Alliance members that had 13 been taken in this litigation. And I'm not an 14 expert to calculate all that. I'm going to defer 15 to the expert to calculate the costs. 16 Q. There were ten depositions of Alliance 17 members? 18 A. I believe it was ten depositions that 19 required Alliance lawyers to be there. 20 Q. Okay. But Alliance's lawyer was Milton 21 Mann, correct? 22 A. Alliance's lawyer was Milton Mann. 23 Q. And he's an employee of Alliance, 24 correct? 25 A. He's paid by billing hours.	Page 129 1 paragraph 30 it's referencing a letter, Parham's 2 letter. 3 A. It was sent to Alliance -- to Alliance 4 Biomedical Research. 5 Q. Parham's letter was sent as a threat in 6 order to extort monies from the plaintiff and GPR 7 by intentionally interfering with the business 8 relationship between GPR and GSK -- that's 9 GlaxoSmithKline, correct? 10 A. That's correct. 11 Q. -- an innocent third party, in order to 12 blackmail a settlement from GPR. 13 A. The innocent third party is Alliance. 14 Q. I thought you -- doesn't this suggest 15 that GSK is the innocent third party? 16 A. Yeah, it suggests an innocent third 17 party. It suggests interference between GSK and 18 GPR, and the innocent third party is -- let me read 19 it. Parham's letter was sent as a threat in order 20 to extort money from the plaintiff and GPR by 21 intentionally interfering with business relations 22 between GPR and GSK. Yes, it's referring to GSK in 23 this context. 24 Q. In order to blackmail a settlement from 25 GPR, correct?

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1 A. Yes. 2 Q. Do you believe that Mr. Parham was 3 trying to blackmail a settlement from Alliance? 4 A. Yes. He was trying to blackmail a 5 settlement from GPR by threatening Alliance. 6 Q. Do you believe he was trying to 7 blackmail a settlement from Alliance? 8 A. Yes. That's what I said. I believe he 9 was trying to blackmail Alliance to pressure GPR. 10 Q. Okay. 11 A. And it was threatened against Alliance 12 as well. He was threatening everyone, Alliance and 13 GPR. 14 Q. All right. Just the way that this 15 reads it suggests that he's only trying to 16 blackmail a settlement from GPR. 17 A. That's why I'm answering your question, 18 okay? The allegations are that he blackmailed both 19 GPR and Alliance. He blackmailed everyone. But 20 I'm here sitting as a plaintiff for -- as a 21 respondent for Alliance. 22 Q. I understand. 23 Paragraph 32. 24 A. Yes, sir. 25 Q. Plaintiff has suffered damages, loss	1 Q. It might happen in the future? 2 A. The answer to this question, it 3 definitely might happen in the future. It did not 4 happen because we had to change our business plan. 5 Is that an accurate answer to your question? 6 Q. That's a good answer, yes. 7 The next one is money. I think we've 8 already been over that one, the money that you had 9 to pay Milton Mann to defend the case. 10 A. We'll come back to that one because I 11 can't give you an amount. 12 MR. MANN: Whoa. Timeout. He's asking 13 the questions. You'll take them in the order he 14 asks. 15 THE WITNESS: Yeah. So what was the 16 question? 17 BY MR. BOGDAN: 18 Q. The second category of damages you say 19 you have suffered or Alliance has suffered is 20 money? 21 A. Yes. 22 Q. Okay. I understand that one portion of 23 that money is money that Alliance had to pay to 24 Milton Mann to defend it? 25 A. Yes.
Page 131	Page 133
1 and harm including but not limited to their 2 reputations -- 3 A. Uh-huh. 4 Q. -- money -- 5 A. Uh-huh. 6 Q. -- emotional tranquility -- 7 A. Uh-huh. 8 Q. -- and privacy. 9 A. Yes, sir. 10 Q. All right. Reputation. Let's start 11 with that one. You told me earlier this had 12 nothing to do with reputation. 13 A. It has to do with a lot of 14 representation going forward, an ability of 15 Alliance to have a clean slate, never been sued. 16 Q. But you haven't suffered those damages 17 yet? 18 A. That's what exactly we discussed, that 19 I have -- as Alliance Alliance Biomedical Research 20 have not suffered damage in reputation for the 21 simple reason that I had to put on hold those 22 business relationships. That's the reason why I 23 haven't suffered damage to my reputation. 24 Q. It hasn't happened yet? 25 A. No.	1 Q. As well as his costs? 2 A. Yes. 3 Q. All right. What other money has 4 Alliance lost? 5 A. Travel, lodging, deposition, my time, 6 the Alliance board members' time, and that is what 7 the statement is referring to. 8 Q. Okay. Anything else? Any other items 9 of money? 10 A. In this particular question I just 11 answered to you we have discussed at length other 12 issues. I'm referring to that paragraph, okay, 13 that we just discussed, okay? 14 Q. All right. 15 A. So narrow paragraph -- my answer to 16 that question about that paragraph that you read 17 me, okay, as far as a business relationship and 18 business plan and so forth I think we discussed it 19 at length and we agreed that we're going to wait 20 for the expert opinion. 21 Q. Okay. 22 A. Does that answer your question? 23 Q. I think so -- 24 A. Okay. 25 Q. -- but let me make sure.

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Page 138 1 you what it involves. To start the company we need 2 to have between six to twelve months of training of 3 the operations manager. We need to have another 4 three to five months of training of the 5 coordinators. You need to have a -- build up a 6 database. It's about 24 months work time, okay? 7 So it's already been done to those companies that 8 had been started, okay? Those investments have 9 been already made in time, in money, in effort and 10 so forth. 11 Now, you're asking me did Alliance 12 continue to help those companies to function. Yes, 13 but that's not the major mission of Alliance. The 14 major mission of Alliance is to create those 15 companies. And, yes, we had stopped creating them, 16 yes. We had no choice. 17 Q. Okay. But while the lawsuit was 18 pending Alliance continued to do some work, 19 correct? It didn't just stop all of its 20 operations. I understand it stopped creating new 21 companies. 22 A. Because that's what Alliance does. 23 Q. But you said that it still does some 24 servicing of the old companies. It's not its main 25 function, but it still does some work with the	Page 140 1 said, pay me \$100,000 and you're out of the case? 2 He never did anything like that? 3 A. No. No. I don't think he ever 4 intended for Alliance -- I think that he never did. 5 Q. All right. Number 42. It's on page 6 seven of the second amended complaint. 7 A. What page? 8 Q. Page seven. 9 A. I'm seeing it. 10 Q. All right. And paragraph -- 11 A. Now, what? 12 Q. Paragraph 42. 13 A. I see that too. 14 Q. It says, Parham was driven by greed for, 15 his own monetary gain because of the contingency 16 fee contract with his clients. 17 Do you have any evidence to support 18 this allegation? 19 A. Parham was driven by greed for his -- 20 yes, I do. 21 Q. What evidence do you have to support 22 this allegation? 23 A. Mr. Bruce, he don't know who Alliance 24 was. It couldn't come from him. He didn't know 25 who we were.
Page 139 1 companies it already created, correct? 2 A. You know, I suppose. Here's what I'm 3 going to ask you to do. Talk about it to Steve 4 Clemons, okay, because he is very much involved in 5 servicing of the companies and so forth. Yes, it 6 wasn't stopped, no. 7 Q. That's all I want to know, was once 8 this lawsuit -- 9 A. But I don't do that, okay? My major 10 mission as the COO is to identify opportunity, to 11 arrange partnerships and so forth. I'm not 12 wishy-washy. There's other people who'll answer 13 you better. They services those companies. My 14 work has stopped, yes, as a COO. On behalf of 15 Alliance it has stopped. 16 Q. Okay. 17 Did Mr. Parham ever make a settlement 18 demand on Alliance in the Bruce litigation? 19 A. Yes. He did not make a specific 20 monetary -- he just basically threatened us with 21 repercussions. 22 Q. Okay. 23 A. But he never really said how much he 24 wants. 25 Q. So he never came out to Alliance and	Page 141 1 Q. Well, wouldn't -- 2 A. It wasn't Mr. Bruce's demand. It was 3 Mr. Parham's demand. Mr. Bruce testified that he 4 didn't know who Alliance is. 5 Q. Wouldn't any monetary gain also benefit 6 Mr. Bruce? 7 A. Mr. Bruce don't know who Alliance was. 8 Q. Not my question. Wouldn't any monetary 9 gain in the Bruce litigation, any settlement, also 10 benefit Mr. Bruce? 11 A. We will find out in discovery. I don't 12 know that today. 13 Q. Okay. Again, just bear with me. 14 MR. MANN: Take your time. 15 BY MR. BOGDAN: 16 Q. We've answered some of these questions, 17 so I'm going to try to check them off the list. 18 A. I'm going to -- I'm going to try to 19 really keep it to a focus. I apologize. 20 Q. No. Don't apologize. 21 A. Because I'm probably responsible for 22 about 40 minutes of this conversation. 23 MR. MANN: Off the record. 24 (Off-the-record conference.) 25 BY MR. BOGDAN:

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STATE OF SOUTH CAROLINA	)	
	)	COURT OF COMMON PLEAS
COUNTY OF PICKENS	)	
Alliance Biomedical Research, LLC	)	
	)	
Plaintiff,	)	
v.	)	Case No. 14-CP-39-0350
	)	
Judith Parham as Personal Representative of the Estate of Michael Parham,	)	
	)	
Defendant.	)	

TRANSCRIPT OF HEARING

The within Hearing in the above-captioned matter was held on June 6, 2016, before The Honorable Perry H. Gravely in Courtroom 2 of the Pickens County Courthouse, 214 East Main Street, Pickens, South Carolina; attended by counsel as follows:

APPEARANCES:

F. Milton Mann, Jr., Esq.
 151 Harold Fleming Court
 Spartanburg, South Carolina 29303
 Appearing for Plaintiff

Jeff Bogdan, Esq.
 (Information not provided)
 Appearing for Defendant

Deborah Garrison
Circuit Court Reporter – 13th Judicial Circuit
 P O Box 27145
 Greenville, South Carolina 29616
dgarrison@sccourts.org

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1 THE COURT: I'm ready when y'all are.

2 MR. BOGDAN: Good afternoon, Judge.

3 We're ready to proceed.

4 THE COURT: All right.

5 MR. BOGDAN: Thank you, Your Honor.

6 May it please the court, my name is Jeff
7 Bogdan. I'm here on behalf of the defendants
8 in this case, who are Judith H. Parham as
9 Personal Representative of the Estate of Mike
10 Parham and his former law firm, Parham &
11 Smith LLC.

12 Your Honor, this is my Motion for
13 summary judgment. This is a suit that was
14 filed by Alliance Biomedical Research.

15 THE COURT: Okay.

16 MR. BOGDAN: It is a pretty simple
17 Motion, Your Honor. By way of background for
18 what we are doing here, Alliance ---

19 THE COURT: In light of the
20 substantial documents that I've gotten, I
21 would have to disagree with you but -- from
22 both sides.

23 MR. BOGDAN: Just a quick overview,
24 Your Honor. My client, Alliance -- as to my
25 client, who is an attorney, a deceased

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1 attorney, based on actions that the attorney
2 took in suing Alliance on behalf of the
3 attorney's client, who were John and Marilyn
4 Bruce, Alliance alleges that my clients are
5 liable for abuse of process and malicious
6 prosecution; that's the two causes of action
7 alleged/pled in the Complaint.

8 Under South Carolina law, which is
9 pretty clear on this topic, before Alliance
10 can even get to the merits of these causes of
11 action they have to clear a threshold burden.
12 That threshold burden is that, because
13 they've sued an attorney that was not their
14 attorney, they have to prove that that
15 attorney was acting outside of the scope of
16 representing his clients in that underlying
17 case. In other words, they have to prove
18 that the attorney, Mr. Parham, was acting in
19 some way for his own personal interests, not
20 on behalf of the interests of the Bruces in
21 the underlying case.

22 Your Honor, the Plaintiff/Reliance
23 has not advanced a single piece of evidence
24 to prove that initial burden in this case.

25 Dr. Feldman, Greg Feldman, who is

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1 the -- I don't know if he is the controlling
2 member of Alliance but he's one of the
3 members of Alliance. He was deposed, he
4 testified that he was speaking on behalf of
5 Alliance and he admitted that he did not have
6 any evidence to support that initial burden,
7 to clear that burden. He admitted that he's
8 never had any evidence, and said that he was
9 going to find it in discovery.

10 Your Honor, discovery has been
11 closed for I think about three months in this
12 case. Alliance did not serve a single
13 interrogatory, they did not serve a single
14 request for admission, a single request for
15 production. They haven't noticed a single
16 deposition, they haven't taken a single
17 deposition.

18 So backing up to this underlying
19 lawsuit that started this whole thing, John
20 Bruce was a cancer patient. He'd had lung
21 problems for most of his life. He was under
22 numerous pharmaceutical studies with
23 Greenville Pharmaceutical Research. During
24 one of those studies they took an x-ray of
25 his chest and sent it off to be read

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1 somewhere else. For some reason that x-ray
2 was -- fell through the cracks. It showed
3 early signs of lung cancer, which was missed.
4 Months later another x-ray was taken and it
5 was found that that lung cancer had grown to
6 the fact where, at that point, it was
7 inoperable.

8 So the Bruces hired Mr. Parham and
9 his firm to pursue a medical malpractice
10 claim. Mr. Parham and the Bruces sued
11 Greenville Pharmaceutical Research as well as
12 the outside North Hills Medical Center, who
13 had interpreted the initial x-ray. They also
14 brought Alliance Biomedical Research into the
15 case under the theory that Alliance was
16 Greenville Pharmaceutical Research's parent
17 company.

18 After taking some depositions in
19 that case, Mr. Parham and the Bruces were
20 satisfied that Alliance was not in fact
21 Greenville Pharmaceutical Research's parent
22 company. So Mr. Parham and the Bruces
23 dismissed Alliance from that case. Alliance
24 did not have to pay any damages. They were
25 dismissed with prejudice.

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1 The Bruces then settled with
2 Greenville Pharmaceutical Research, as well
3 as the outside entity, and everything was
4 finished.

5 After all the dust settled, Alliance
6 then turned around and filed this lawsuit
7 against Mike Parham and his Firm -- at this
8 point Mike Parham was deceased; so they sued
9 his widow, his estate and his Firm alleging
10 malicious prosecution and abuse of process.

11 It is important that Alliance did
12 not sue the Bruces, who were the actual
13 plaintiffs in that underlying case, but sued
14 the Bruces' attorney. They never sued the
15 Bruces. They had the ability to sue the
16 Bruces but they didn't do so.

17 Alliance's critical allegation in
18 this case is that Mr. Parham did not do any
19 presuit investigation to determine whether
20 Alliance was actually Greenville
21 Pharmaceutical Research's parent company.

22 Now, as I mentioned at the outset
23 there is South Carolina authority that
24 discusses a party's ability to sue an
25 attorney who didn't represent that party but

7

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1 instead prosecuted the case against that
2 party. Those two cases are *Gaar v. North*
3 *Myrtle Beach Realty Company*, which is a Court
4 of Appeals case, and *Styles v. Onorato*, which
5 is a Supreme Court case; and I have copies of
6 those if you would like for me to hand them
7 up.

8 THE COURT: Yeah, if you would.

9 MR. BOGDAN: (Tenders).

10 THE COURT: Thank you.

11 MR. BOGDAN: I've already given
12 copies to (Mr. Mann). Your Honor, I've taken
13 the liberty of highlighting on your copy, and
14 on Mr. Mann's copy, a few excerpts from the
15 *Gaar* case that I think are critical here.

16 The main holding in both of these
17 cases is that an attorney can only be liable
18 to a party that the attorney sued on behalf
19 of his client if that party proves that the
20 attorney breached an independent duty or
21 acted in his own personal interests outside
22 the scope of representing his clients.

23 Now, there is some language in *Gaar*
24 that I think is extremely helpful here. It
25 says -- and this is highlighted on the second

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1 printed out page, (reading), Page 529 of the
2 actual reported case: "Accordingly, an
3 attorney who acts in good faith with the
4 authority of his client is not liable to a
5 third party in an action for malicious
6 prosecution. Such a suit is properly brought
7 against the party to the original action, not
8 the attorney representing him. The attorney
9 normally conducts the litigation solely in
10 his professional capacity. He has no
11 personal interest in the suit. In his
12 professional capacity the attorney is not
13 liable, except to his client and those in
14 privity with his client, for injury allegedly
15 arising out of the performance of his
16 professional activities."

17 Drop down, (reading): "Even if the
18 attorney who initiates civil proceedings for
19 his client has no probable cause to do so, he
20 is still not liable if he acts primarily for
21 the purpose of aiding his client in obtaining
22 a proper adjudication of the client's claim"

23 So, jumping ahead, (reading): "To
24 hold that an attorney who files pleadings in
25 support of his client's position has acted

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1 *overzealously and is therefore liable to the*
2 *other party in damages for malicious*
3 *prosecution, would create a conflict of*
4 *interest with the attorney's obligation to*
5 *properly represent and support his client."*

6 Now, Gaar goes on to explain that
7 the other party, Alliance in this case, is
8 not without remedy. They have the ability to
9 sue a party in the underlying case -- the
10 Bruces here -- and they also have the ability
11 to initiate disciplinary proceedings against
12 the attorney, but not a separate civil action
13 against the attorney for damages.

14 So back to what we have going on in
15 this case, a Motion to dismiss served on us
16 about two years ago now and Judge John denied
17 that Motion. But it was a close call for
18 him. He found that there was enough in the
19 actual Complaint to allege that Mr. Parham
20 acted outside the scope of his
21 representation. Since then, as I mentioned
22 at the outset, Alliance has served no
23 discovery requests, has taken no depositions.
24 In fact when I served discovery on them, I
25 asked them very specifically to produce or

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1 identify any evidence that Mr. Parham in fact
2 acted outside the scope of his professional
3 representation of the Bruces.

4 Now all that Alliance has come
5 forward with is an excerpt from John Bruce's
6 testimony in that underlying case. In that
7 testimony, John Bruce testified that he did
8 not recall talking to anyone from Alliance
9 Biomedical Group, which is a separate entity
10 from the plaintiff here, Alliance Biomedical
11 Research. And that if he met someone who
12 worked for Alliance Biomedical Group, he
13 wouldn't know it. Now, that's a far cry from
14 saying that Mr. Parham acted outside the
15 scope of his representation of Mr. Bruce in
16 bringing Alliance into the case.

17 As I mentioned, Dr. Feldman was also
18 deposed. He testified that he was speaking
19 on behalf of Alliance. He admitted that he
20 had no evidence that Mr. Parham acted outside
21 the scope of his professional representation
22 and he did not know what Mr. Parham did pre-
23 suit to investigate the allegation that
24 Alliance was Greenville Pharmaceutical's
25 parent. Dr. Feldman simple said that he was

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1 going to find this material in evidence and
2 Alliance was not able to do that.

3 So Alliance has filed, in opposition
4 to my Motion in this case that we're here on
5 now -- they simply did a cut-and-paste to the
6 allegations of their Complaint into their
7 memorandum in opposition. South Carolina law
8 is pretty clear that once one party files a
9 Motion for summary judgment that shows that
10 there is no genuine issue of material fact
11 that the other party cannot simply rest on
12 the allegations of the Complaint. That is
13 exactly what Alliance has done here.

14 Alliance also submitted a lot of
15 documents, seemingly to support their
16 position. Those documents do the exact
17 opposite. If you look through them, they all
18 show that Mr. Parham was acting in his
19 capacity of representing the Bruces, not his
20 individual capacity.

21 So I don't think that we need to get
22 to the merits of either cause of action
23 because Alliance has not met their threshold
24 burden. However, if Your Honor did want to
25 consider the merits, at least briefly, an e-

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1 mail was produced by Alliance in discovery.
2 I attached that to my most recent filing as
3 an exhibit. This e-mail is from Milton Mann
4 to Greg Feldman. Mr. Mann tells Mr. Feldman,
5 Dr. Feldman, that Alliance's website created
6 an inference that Alliance had an ownership
7 interest in Greenville Pharmaceutical
8 Research. Your Honor, that is almost
9 dispositive of Alliance's entire theory of
10 this case. They've admitted that Alliance's
11 website suggested that Alliance owned
12 Greenville Pharmaceutical Research; which is
13 exactly what Mr. Parham pled in his
14 Complaint, exactly what he tried to work up
15 in discovery. He took the depositions, he
16 found out this info wasn't true and he
17 dismissed Alliance from the case.

18 Your Honor, I think that this case
19 has gone on long enough. It wasn't dismissed
20 at the Motion to dismiss but it was a close
21 call. It's been over two years now and
22 Alliance has not produced any evidence, has
23 not conducted any discovery, taken any
24 depositions. Your Honor, as the Court noted
25 -- as the Court of Appeals noted in *Gaar*,

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1 Alliance had other avenues in this case that
2 they could have pursued; for instance, the
3 statute of limitations has passed by now.
4 They also could have instituted disciplinary
5 proceedings. They haven't done that either.

6 A finding that Mr. Parham or any
7 attorney could be liable to a party that it
8 sued as an attorney would have a chilling
9 effect on all attorneys in South Carolina,
10 not only plaintiff attorneys but defense
11 attorneys also. If I wanted to bring a --
12 if I was representing a defendant and wanted
13 to bring a counterclaim against that
14 defendant, that would put me on the hook for
15 liability if that defendant simply wasn't
16 happy with what I alleged against him. I
17 don't think that's fair. And I think, as
18 Gaar said, it would conflict against the
19 rules as attorneys zealously representing
20 their clients.

21 THE COURT: All right.

22 MR. BOGDAN: Thank you, sir.

23 MR. MANN: Your Honor, Milton
24 Mann here on behalf of Alliance Biomedical
25 Research, LLC.

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1 First off, I'd like to compliment
2 Mr. Bogdan. We've had a wonderful working
3 relationship in this case. Many times it is
4 very adversarial, it's what I consider
5 inappropriate between counsel. I'd like to
6 say that I think that Mr. Bogdan has been a
7 totally perfect gentleman in this case.

8 THE COURT: All right, that's on
9 the record. Now, are you going to get this
10 transcript?

11 MR. BOGDAN: (Affirmative nod).

12 MR. MANN: And I'll stand behind
13 it, totally. I appreciate that. I will go
14 through -- and I will go one step further.
15 He did not point out that our memoranda in
16 opposition to his Motion for summary judgment
17 was inadvertently, due to a clerical error,
18 not filed. It was provided to Judge Hill, it
19 was provided to yourself, as well as your law
20 clerk, it was provided to Mr. Bogdan. He
21 also had an opportunity to respond to it, and
22 he did respond to it, but for the life of me
23 -- Judge, I saw it over the weekend when I
24 reviewed Mr. Bogdan's reply to our memorandum
25 in opposition, which I think he served on me

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1 Friday afternoon. That's correct, it is not
2 there. I would seek a continuance to file
3 it, if it needs to be filed.

4 THE COURT: I've got it on -- it's
5 been -- is that the one that you tried to fax
6 to us?

7 MR. MANN: Yes, Your Honor.

8 THE COURT: You called and said
9 'you're messing up our fax, you can't use
10 it.'

11 MR. MANN: (Affirmative nod), and
12 I apologize for calling.

13 THE COURT: I've had a chance to
14 review it.

15 MR. MANN: Long story short, I've
16 tried to make sure that everybody has had an
17 opportunity to see it and make sure that they
18 had an opportunity well in advance so that
19 can respond and take their positions.

20 I don't think that it is quite --
21 obviously Mr. Bogdan, despite our sunny
22 professional relationship during the case, I
23 don't know that we're going to see eye to eye
24 on some things.

25 THE COURT: We wouldn't be here if

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1 you did.

2 MR. MANN: We wouldn't be taking
3 your time, Your Honor. But the underlying
4 case was misnomered. It was filed as the
5 Bruces versus Greenville Pharmaceutical
6 Research, Inc. and Alliance Biomedical Group.
7 Okay? That was inappropriate. It's Alliance
8 Biomedical Research, LLC. The case proceeded
9 knowing that was not the right name in the
10 caption. But there are references that
11 indicate that. Everybody in the room at Mr.
12 Bruce's deposition knew that we were speaking
13 about Alliance Biomedical Research.

14 THE COURT: Is there an entity
15 known as Alliance Biomedical Group?

16 MR. MANN: There is not. To my
17 knowledge there is not -- is there?

18 THE COURT: Well, doesn't that
19 actually help what he is saying? If your
20 person wasn't even a party, how can you
21 complain?

22 MR. MANN: Well, Your Honor, we
23 were a party. We were invited, we were
24 served, we were there, we attended a year's
25 worth of litigation, all the depositions and

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1 everything else. And Mr. Bruce didn't know
2 who we were. I would take exception to Mr.
3 Bogdan saying that the Bruces and Mr. Parham
4 made the decision to dismiss Alliance
5 Biomedical Group d/b/a, doing business as,
6 Alliance Biomedical Research LLC -- or
7 however he would like to view it. He had no
8 clue who Alliance Biomedical was, had no clue
9 whatsoever.

10 That's always been our position.
11 If the client didn't know who was being sued,
12 how can his attorney be acting in his behalf?
13 And all the references in *Gaar* -- and if we
14 turn to *Gaar*, it says "with the knowledge of
15 his client", "authority of his client",
16 "primarily for the purpose of aiding his
17 client", "advising their client...without
18 consent or fear."

19 Your Honor, part and parcel has been
20 that Mr. Parham brought this lawsuit for his
21 own reasons, his own motivations and was not
22 acting on behalf of his client. I came in
23 here at the Motion to dismiss and about
24 popped a hemorrhage and argued as respect-
25 fully and as strongly as I could to the court

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1 that Parham & Smith did not need to be
2 included as a defendant in this case. The
3 judge saw otherwise and said, 'hey, wait a
4 minute, we're going to apply the term
5 *respondant superior* and we are going to say
6 that Mr. Parham was acting in his role as an
7 attorney on behalf of Parham & Smith." That
8 has never been our contention. We've argued
9 against that since day one and will continue
10 to do so. I don't think that Parham & Smith
11 did anything wrong.

12 I think that Mr. Parham, for his own
13 reasons, his own justification, was acting
14 far off the reservation suing an entity that
15 his client had no clue was being involved in
16 the litigation and moved forward. And when
17 he saw that that was ultimately a dead-end
18 street, when he saw that he had wasted a year
19 of everybody's time, drug everybody through
20 the mud, through a bunch of depositions, he
21 dismissed the case with prejudice, without
22 receiving money or anything else -- that was
23 Mr. Parham's call. The Bruces had nothing to
24 do with that, Your Honor.

25 No discovery has been taken in this

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1 case because Mr. Bruce, the underlying
2 plaintiff, is no longer with us. He was a
3 World War II veteran. The underlying lawsuit
4 against Greenville Pharmaceutical Research
5 was settled in large part out of respect for
6 what he'd done for this country. It had
7 nothing to do with liability.

8 The individual that drug my client,
9 Alliance Biomedical Research, who was sued,
10 that was Mr. Parham.

11 No discovery has been taken. I
12 would also tell Your Honor that our
13 memorandum is not just a simple rendition of
14 our Complaint. Our memorandum, which I would
15 like to incorporate herein by reference if I
16 may, Your Honor.

17 THE COURT: Yeah.

18 MR. MANN: It goes through every
19 single allegation within the Complaint and
20 cites to specific depositions or pleadings
21 that support the allegations as they were
22 advanced in this case. Nothing was left out.

23 Your Honor, there was no discovery
24 necessary in this case. My clients have
25 expended as much money as they want to on

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1 this. Also, as Mr. Bogdan said, very
2 accurately, unfortunately Mr. Parham is no
3 longer with us. I don't think Parham & Smith
4 did anything wrong. I don't need to go take
5 their depositions. All the documents are in
6 the record from the underlying case. I can't
7 take Mr. Bruce's deposition. So we've
8 proceeded forth and we've cited the support
9 for every single allegation that is made in
10 the Complaint.

11 Your Honor, as to the e-mail, I know
12 that I sent that e-mail. I am one of the
13 most conservative individuals that I know.
14 I will preach forgiveness, I will preach
15 turning of the other cheek, I will preach
16 'let's go another way.' My e-mail did not
17 take into consideration all the facts, such
18 as Mr. Bruce not knowing who Alliance
19 Biomedical Research was, not everything that
20 my clients have been put through. If I did
21 not feel that the necessary appropriate facts
22 were available, which I have cited to in the
23 memorandum-in-opposition, I would not have
24 signed my name to the pleading. So I do take
25 offense at saying it is frivolous because I

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1 don't think it is, Your Honor.

2 And, Your Honor, I think that covers
3 it unless you have specific questions.

4 THE COURT: Well, wouldn't it be
5 more appropriate under a Motion, Rule 11, a
6 frivolous lawsuit action?

7 MR. MANN: Your Honor, a couple
8 of different things. Number one, it was
9 dismissed. Part of the dismissal proves our
10 case, and that is that it was a frivolous
11 case. It was dismissed with prejudice; so,
12 therefore, if we're not in the sandbox, we
13 can't file a Motion for Rule 11 -- possibly
14 afterwards, but it's not going to cover all
15 the damages that my clients have suffered.
16 There have been business operations and other
17 things of that nature that have been provided
18 to Mr. Bogdan and his clients. So, no, Rule
19 11 would not cover all the damages that my
20 clients have suffered.

21 THE COURT: It says that you can
22 have monetary sanctions, you can have
23 attorneys fees. Why wouldn't it?

24 MR. MANN: Do what, Your Honor?

25 THE COURT: Why wouldn't it? You

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1 can get attorneys fees, sanctions, everything
2 else.

3 MR. MANN: I don't know that --
4 and, again, that's a very good question.
5 It's one that was bantered about. However,
6 we felt that the best vehicle was abuse of
7 process and malicious prosecution.

8 THE COURT: How about the
9 frivolous claims Act?

10 MR. MANN: Abuse of process and
11 malicious prosecution. We stated the cause
12 of action, Your Honor, and we cited the facts
13 in the underlying record to support every
14 claim. So I -- is that piling on? Should I
15 put Rule 11 in here too?

16 THE COURT: No. My question to
17 you is, is that not the appropriate claim and
18 not what you have filed?

19 MR. MANN: And I would argue,
20 Your Honor, given the facts -- okay? -- that
21 the Bruces had no clue, in our opinion, what
22 Mr. Parham was doing, I don't think Rule 11
23 is appropriate and I don't think frivolous
24 claim is appropriate because our allegations
25 are that Mr. Bruce (sic), not on behalf of

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1 his clients, was doing something
2 inappropriate with the civil proceeding.

3 THE COURT: And what do you think
4 that is?

5 MR. MANN: What do I think that
6 is?

7 THE COURT: Yes.

8 MR. MANN: It's stated within the
9 Complaint and I hope that you'll have an
10 opportunity to read it. I also ---

11 THE COURT: Well, I was going to
12 see if you could succinctly ---

13 MR. MANN: I can, I can tell you
14 succinctly. He includes -- it was just a
15 cattle call. He included as many individuals
16 within his lawsuit to hopefully develop the
17 biggest possible settlement pool that he
18 could come up with.

19 THE COURT: Was there -- is there
20 any connection between Alliance and the other
21 defendant?

22 MR. MANN: There is generality of
23 ownership but there is no legally-recognized
24 corporate ownership between the two entities.
25 That was established from day one.

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1 THE COURT: All right. Reply?

2 MR. BOGDAN: Thank you, Your Honor,
3 there are a couple of points that I would
4 like to respond to. Mr. Mann started off by
5 saying that because -- well, what he
6 classifies Mr. Bruce's deposition testimony
7 to be, which I believe is a misclassifica-
8 tion, he said that Mr. Bruce testified that
9 he did not know who Alliance was. That's not
10 what he testified to. He testified that he
11 had never spoken to anyone at Alliance; that
12 if he had met someone from Alliance, that he
13 wouldn't know that they worked there. That
14 is not the same thing as not knowing who
15 Alliance was.

16 Secondly, Your Honor, when you have
17 a company that is a parent company of a
18 subsidiary company that a person is familiar
19 with -- let's say that I am familiar with
20 WalMart or McDonald's. Their parent company
21 might have a completely different name and I
22 don't know who that parent company is. Now,
23 the attorney's research will uncover who that
24 parent company is but their client might not
25 be -- that's not something that you might

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1 know or need to know.

2 Your Honor, I represent -- and I
3 won't give the actual names of the clients
4 here, for privacy reasons. I represent a
5 chain of gas stations and they go by one
6 name, which is on the sign of the gas station
7 but that's not the name of the company that
8 owns the gas station. It's a completely
9 different company that is the parent or the
10 owner of this tradename. Now, persons or
11 people who claim they are injured in these
12 gas station, and they're almost all dram shop
13 cases, they always want to sue the name that
14 is on the store because that's the name that
15 the injured person knows, but that is not the
16 appropriate name of the company to sue. The
17 parent company is the appropriate company,
18 but the person who is injured does not know
19 who that is. They don't have to know who
20 that is, that's their attorney's job to
21 determine that.

22 Mr. Mann said that discovery is not
23 necessary because Mr. Bruce is no longer with
24 us. Well, there were two plaintiffs in the
25 underlying case: there was Mr. Bruce and

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1 there was Mrs. Bruce. Now, if she knew who
2 Alliance was, then Mr. Mann's theory would be
3 totally thwarted. He has not attempted to
4 take Mrs. Bruce's deposition in this case.
5 As far as we know she's still around and able
6 to testify.

7 Mr. Mann testified that his memo --
8 sorry, he didn't testify. He argued that his
9 memo is not simply a copy based on his
10 Complaint but that it goes through each cause
11 of action and cites to depositions and
12 pleadings. First of all, pleadings are not
13 evidence. He's got to come forward with
14 evidence in the case.

15 The one allegation of his Complaint
16 that is important is -- and this is the one
17 that got him to survive summary judgment --
18 where he alleges that the underlying action
19 was purely at the insistence of Parham as
20 his client in the underlying case had no
21 knowledge of Alliance. What he cites to is
22 the deposition of John Bruce in the under-
23 lying case he talks about in that deposition.
24 That deposition is not evidence to support
25 that allegation. It got by summary judgment

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1 because all you look at is the four corners
2 of the Complaint. Now he has to produce
3 evidence and that's not evidence.

4 THE COURT: You're saying summary
5 judgment but you mean the Motion to dismiss?

6 MR. BOGDAN: I'm sorry, (affirma-
7 tive nod). Thank you, Your Honor, the Motion
8 to dismiss.

9 THE COURT: Okay.

10 MR. BOGDAN: That's how it
11 survived, because it was pled in the
12 Complaint and you look at the four corners.

13 Now we're at summary judgment and
14 he's got to produce evidence to support it.
15 That deposition does not support those
16 allegations.

17 Your Honor, Mr. Mann just spoke for
18 a few minutes but, uh, still hasn't produced
19 any evidence. Maybe if he came in here with
20 some document or some piece of paper that
21 somehow showed or somehow suggested even that
22 Mr. Parham was acting outside the scope of
23 his representation, and he hasn't done that.

24 The law is not that Mr. Bruce had
25 to know who Alliance is. The law is that in

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1 order for Alliance to be able to maintain
2 this action they have to prove that Mike
3 Parham was acting outside the scope of his
4 representation of the Bruces; in other words,
5 for his own personal interest(s). There is
6 absolutely no evidence on the record that
7 Mike Parham was acting for his own personal
8 interest, aside from earning a fee from his
9 client; which is what attorneys do every day,
10 that's why we are all in this profession,
11 amongst other more noble reasons.

12 So there is simply no evidence and
13 that's why we think that summary judgment is
14 appropriate.

15 THE COURT: Any additional
16 response?

17 MR. MANN: Your Honor, the only
18 thing that I would say is to quote Tom T.
19 Hall in his famous song "*if they hang 'em*
20 *all, they get the guilty.*" Mr. Parham was
21 attempting to do that and that's why Alliance
22 Biomedical Group, Alliance Biomedical
23 Research LLC was brought into this
24 litigation.

25 Mr. Bruce did not know who Alliance

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1 Biomedical Research was. It was clear from
2 his deposition -- it was not fully explored
3 in the underlying case. His wife's
4 deposition was not taken in the underlying
5 case. Mr. Bogdan is very correct, I could
6 have taken her deposition. I don't see the
7 necessity of it and I think that it would be
8 like -- a little "mean spirited."

9 Likewise, I've not seen any
10 affidavits from her in support of the Motion
11 for summary judgment, saying that she didn't
12 know who -- or did know -- who, you know,
13 Alliance Biomedical Group was.

14 And I haven't seen any proof from
15 Mike Parham of Alliance Biomedical Group
16 being listed as a client that he was
17 intending to sue on their behalf.

18 So, Your Honor, I'm sorry. I think
19 there's ample evidence within the record to
20 include the Order of Dismissal.

21 Uh -- Mr. Bruce's deposition saying
22 that he didn't know who they were. I think
23 it's very, very clear that my clients have
24 been drug around by their necks for a year,
25 a year and a half plus, when they shouldn't

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1 have been. Thank you.

2 THE COURT: Well, let me -- I've
3 reviewed each of the memorandum in just kind
4 of a cursory sort of way in preparing for
5 this hearing, so I'd like to review those
6 again more carefully and the pleadings that
7 have been submitted. So I will let you all
8 know something in the next day or so. Thank
9 you.

10 MR. BOGDAN: Thank you, Judge.

11 MR. MANN: Judge, may I point out
12 something before we get off the record?

13 THE COURT: Yes.

14 MR. MANN: And I'm sorry to be
15 talking while seated. I think we are
16 scheduled for a date certain of August 22nd.
17 Is that correct?

18 MR. BOGDAN: I don't think that
19 it's a date certain but I think we're number
20 one.

21 MR. MANN: (Affirmative nod),
22 I think we're number one on the docket for
23 August 22nd. I'd just like to put that out
24 as a ---

25 THE COURT: And I'll let you know

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1 something within the next day or so.

2 MR. MANN: Thank you.

3 THE COURT: No problem.

4 MR. BOGDAN: Thank you.

5 MR. MANN: Not trying to rush you
6 or anything.

7 THE COURT: No, no. No problem.

8 I appreciate knowing what deadline we are
9 looking at. Thank you.

10 (HEARING CONCLUDED)

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STATE OF SOUTH CAROLINA)

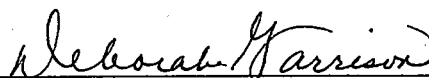
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CERTIFICATE

COUNTY OF GREENVILLE)

)

I, the undersigned Deborah Garrison, Circuit Court Reporter for the 13th Judicial Circuit, hereby certify that the foregoing is a complete and accurate transcript of the hearing held in the within action heard on June 6th, 2016, before The Honorable Perry H. Gravely; I further certify that I am neither kin nor counsel to any of the parties and have no interest in the outcome of this action.



Deborah Garrison

Greenville, South Carolina
June 18, 2016

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF GREENVILLE	)	
	)	CASE NO. 2011-CP-6967
	)	
John L. Bruce and Marilyn Bruce,	)	
	)	DEFENDANT, ALLIANCE BIOMEDICAL
Plaintiffs,	)	RESEARCH, LLC'S, ANSWER TO
	)	PLAINTIFF'S INTERROGATORIES
vs.	)	
	)	
Greenville Pharmaceutical Research, Inc.)	)	
and Alliance Biomedical Group,	)	
	)	
Defendants.	)	

TO: MICHAEL PARHAM, Attorney for Plaintiffs John L. Bruce and Marilyn Bruce:

Pursuant to Rule 33 of the South Carolina Rules of Civil Procedure, Defendant Alliance Biomedical Research, LLC, responds to Plaintiff's Interrogatories as follows:

I. RESERVATION OF RIGHTS

1. Responding to the Interrogatories, Defendant Alliance Biomedical Research, LLC does not waive any objections which may be appropriate either to (a) use by Defendant Alliance Biomedical Research, LLC of any Answer to these Interrogatories for any purpose or (b) the materiality of any of the Interrogatories to any issue in this case.
2. Defendant Alliance Biomedical Research, LLC specifically reserves all rights to objections which may otherwise be available to it and further states that no response should be deemed as an admission of relevancy, materiality or admissibility into evidence of any particular interrogatory or the response thereto. Defendant Alliance Biomedical Research, LLC further reserves the right to alter or amend its answers to be more accurate if other information becomes available to it at a subsequent time.
3. The answers herein are subject to the rights of Defendant Alliance Biomedical Research, LLC to object and not be bound at any time to a demand for further response to these or other interrogatories or other discovery procedures.

II. GENERAL OBJECTIONS

1. Defendant Alliance Biomedical Research, LLC objects to responding to any Interrogatory that seeks information which constitutes confidential attorney-client communications or which falls within the scope of the attorney-work-product doctrine.

2. Defendant Alliance Biomedical Research, LLC objects to responding to any Interrogatory that exceeds the scope and limits of discovery set forth in Rules 33 and 34 of the South Carolina Rules of Civil Procedure.

III. ANSWERS TO INTERROGATORIES

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 have been taken from the witnesses and indicate who has possession of such statements.

RESPONSE

As to Defendant Alliance Biomedical Research, LLC:

1. Gregory J. Feldman, M.D., 1089 Boiling Springs Road, Spartanburg, SC 29303. No written or recorded statement known to have been taken from this witness.
 2. Joseph A. Boscia, III, M.D., 1089 Boiling Springs Road, Spartanburg, SC 29303. No written or recorded statement known to have been taken from this witness.
 3. Anna M. Buice, CCRC, CLR-C, CPT, 1330 Boiling Springs Road, Suite 2100, Spartanburg, SC 29303. No written or recorded statement known to have been taken from this witness.
 4. Haley Williams, RRT, CCRC, 1005 Thompson Blvd., Union, SC 29379. No written or recorded statement known to have been taken from this witness.
 5. Steve Clemons, MSN, FNP-BC, NP-C, CCRC, 220 Roper Mountain Road Extension, Suite B, Greenville, SC 29615. No written or recorded statement known to have been taken from this witness.
2. Set forth a list of photographs, plats, sketches or other prepared documents in possession of the party that relate to the claim or the defense in the case.

RESPONSE

As to Defendant Alliance Biomedical Research, LLC, none.

3. Set forth the names and addresses of all insurance companies which have liability insurance coverage relating to the claim, and set forth the number or numbers of the policies involved and the amount or amounts of liability coverage provided in each policy.

RESPONSE

As to Defendant Alliance Biomedical Research, LLC, none.

4. For each person known to the Defendants or counsel to be a witness concerning the facts of the case, set forth either a summary sufficient to inform the other party of the important facts known to or observed by such witness, or provide a copy of any written or recorded statements taken from such witnesses.

RESPONSE

As to Defendant Alliance Biomedical Research, LLC:

1. Gregory J. Feldman, M.D., 1089 Boiling Springs Road, Spartanburg, SC 29303. No written or recorded statement known to have been taken from this witness. This witness, in his capacity as a Member of Alliance Biomedical Research, LLC, will testify to the facts, the services provided, and lack of oversight, interplay, or knowledge of Greenville Pharmaceutical Research's operations.
2. Joseph A. Boscia, III, M.D., 1089 Boiling Springs Road, Spartanburg, SC 29303. No written or recorded statement known to have been taken from this witness. This witness, in his capacity as a Member of Alliance Biomedical Research, LLC, will testify to the facts, the services provided, and lack of oversight, interplay, or knowledge of Greenville Pharmaceutical Research's operations.
3. Anna M. Buice, CCRC, CLR-C, CPT, 1330 Boiling Springs Road, Suite 2100; Spartanburg, SC 29303. No written or recorded statement known to have been taken from this witness. This witness, in her capacity as a Member of Alliance Biomedical Research, LLC, will testify to the facts, the services provided, and lack of oversight, interplay, or knowledge of Greenville Pharmaceutical Research's operations.
4. Haley Williams, RRT, CCRC, 1005 Thompson Blvd., Union, SC 29379. No written or recorded statement known to have been taken from this witness. This witness, in her capacity as a Member of Alliance Biomedical Research, LLC, will testify to the facts, the services provided, and lack of oversight, interplay, or knowledge of Greenville Pharmaceutical Research's operations.

5. Steve Clemons, MSN, FNP-BC, NP-C, CCRC, 220 Roper Mountain Road Extension, Suite B, Greenville, SC 29615. No written or recorded statement known to have been taken from this witness. This witness, in his capacity as a Member of Alliance Biomedical Research, LLC, will testify to the facts, the services provided, and lack of oversight, interplay, or knowledge of Greenville Pharmaceutical Research's operations.
5. Were any statements obtained by you, or in your behalf, from any person concerning any matter relating to this action?
- If so, for each statement, state:
- The name, address and occupation of the person who made it.
 - The name, address and occupation of the person who obtained it.
 - The date and time it was obtained.
 - Whether written, sound recorded or oral, and if written or sound recorded, the name and address of the person who has custody of it.

RESPONSE

As to Defendant Alliance Biomedical Research, LLC, no.

6. Give the title, author, date, volume and page, where appropriate, of any periodical, journal, text, paper, or other publication of any kind, to which the Defendants intend to refer, or about which the Defendants intend to ask any questions, during the examination or cross-examination of any witness at trial or during any deposition.

RESPONSE

As to Defendant Alliance Biomedical Research, LLC, none.

7. Please state the name and address of each expert witness who has been retained by you, or whom you intend to call at the trial of this case and render opinion testimony including, but not limited to the following information:
- The name of each such person and the issue about which he/she has an opinion (i.e. standard of care, causation, damages, etc.);
 - Each fact determined by and each opinion formed by each such person;

- c. The substance of the facts relied upon by each such person in arriving at his/her opinions;
- d. A summary of the grounds relied upon by each person in reaching his/her opinion.
- e. The date the expert was retained by you, if retained.
- f. The number of times the expert has been retained or consulted by any person or entity as a potential consultant and/or expert in a claim involving medical negligence.
- g. The names, addresses and phone numbers of all persons or entities who have either consulted with or retained said retained expert;
- h. A list of all cases which were filed in a Court in which the retained expert has either testified or been consulted in any manner, including the civil action number and full case caption;
- i. The hourly rate charged by said retained expert for the review of charts; for depositions; for video taped depositions and for trial testimony;
- j. The percentage of cases in which the retained expert has participated in any manner either formally or informally in a medical negligence claim whether or not in actual litigation when said consultation was on behalf of a plaintiff patient or his or her representative as opposed to the behalf of a defendant physician and/or hospital.
- k. State whether or not the retained expert has prepared any written document which contains any of his or her thoughts or opinions as to the matter which is the subject of this lawsuit.

RESPONSE

As to Defendant Alliance Biomedical Research, LLC, none.

- 8. Is it your understanding that any physician, nurse, or other medical person or administrative personnel in attendance during that period of time as outlined in Plaintiffs' Complaint deviated from acceptable standards of good practice in the performance of his or her duties with respect to the patient? If your answer is in the affirmative, state with respect to each such deviation the following:
 - a. Identify each person who deviated from acceptable standards of good practice.
 - b. Describe the nature of the deviation.

- c. State whether the deviation probably caused or contributed to the Plaintiffs' injuries or damages.
- d. Describe the manner in which the deviation was a cause or contributing factor in Plaintiffs' injuries or damages.
- e. If the deviation had not occurred, state whether the Plaintiffs would have most probably suffered injury or damages.

RESPONSE

Defendant Alliance Biomedical Research, LLC has no knowledge of Plaintiffs John L. Bruce and/or Marilyn Bruce.

9. Is it the contention of the Defendants that the Plaintiffs, by any act or omission caused or contributed to cause the alleged injury or damages? If your answer is in the affirmative, please state in detail each act or omission by the decedent which is contended to have caused or contributed to the cause of the alleged injury or damages.

RESPONSE

Defendant Alliance Biomedical Research, LLC has no knowledge of Plaintiffs John L. Bruce and/or Marilyn Bruce.

10. Please state the name, address and telephone number of each employee of the Defendants who is responsible for the surveillance cameras and/or audio recording devices used within any facility owned either by the Defendant or the Defendants and whether tapes, records, discs or electronic media are available for any area of any facility in which the Plaintiff was located during his housing, treatment or care.

RESPONSE

As to Defendant Alliance Biomedical Research, LLC, none.

11. Please state the corporate structure and interplay between Greenville Pharmaceutical Research, Inc. and Alliance Biomedical Group. In addition, please state the following:
- a. The names of the officers, managers, stakeholders and board of directors of Greenville Pharmaceutical Research, Inc. and Alliance Biomedical Group;
 - b. The duties and responsibilities of said officers, managers, stakeholders and board members for Greenville Pharmaceutical Research, Inc. and Alliance Biomedical Group;

- c. The purpose for which the company was founded or company mission statement for Greenville Pharmaceutical Research, Inc. and Alliance Biomedical Group;
- d. How Greenville Pharmaceutical Research, Inc. and Alliance Biomedical Group earn revenue;
- e. The accountant for Greenville Pharmaceutical Research, Inc. and Alliance Biomedical Group.

RESPONSE

Defendant Alliance Biomedical Research, LLC has knowledge that Defendant Greenville Pharmaceutical Research, Inc. is a South Carolina corporation, duly registered with the Secretary of State. Defendant Alliance Biomedical Research, LLC is a South Carolina limited liability company, duly registered with the Secretary of State. Neither entity has any ownership interest in the other. Defendant Greenville Pharmaceutical Research, Inc. provides no services to Defendant Alliance Biomedical Research, LLC. Defendant Alliance Biomedical Research, LLC provides no training or administrative management services to Defendant Greenville Pharmaceutical Research, Inc. Defendant Alliance Biomedical Research, LLC does provide legal services to Defendant Greenville Pharmaceutical Research, Inc.

- a. As to Defendant Alliance Biomedical Research, LLC, the Members are:
 - 1. Gregory J. Feldman, M.D.
 - 2. Joseph A. Boscia, III, M.D.
 - 3. Anna M. Buice, CCRC, CLR-C, CPT
 - 4. Haley Williams, RRT, CCRC
 - 5. Steve Clemons, MSN, FNP-BC, NP-C, CCRC
- b. As to Defendant Alliance Biomedical Research, LLC, none.
- c. Defendant Alliance Biomedical Research, LLC was founded to assist in the development of pharmaceutical research sites.
- d. Defendant Alliance Biomedical Research, LLC provides training and administrative management to Gwinnett Biomedical Research, LLC and Duluth Biomedical Research, LLC. In addition, Defendant Alliance Biomedical Research, LLC provides legal services.
- e. As to Defendant Alliance Biomedical Research, LLC, Lucia King.

12. Does either Greenville Pharmaceutical Research Inc. or Alliance Biomedical Group file Federal and State Income taxes? If so, please list the before and after tax profit for the corporate year of 2010 (the year Plaintiff was a participant in a COPD study) for each business.

RESPONSE

As to Defendant Alliance Biomedical Research, LLC, the 2010 Tax Return indicates that the Gross Profit is Two Hundred Seventy-Nine Thousand Five Hundred Twelve and 00/100 (\$279,512.00) Dollars. Further, the 2010 Tax Return indicates that the Ordinary Business Income is shown as a loss in the amount of Eleven Thousand Eight Hundred Seventy-Five and 00/100 (-11,875.00) Dollars.

13. Does either Greenville Pharmaceutical Research, Inc. or Alliance Biomedical Group receive and federal or state research grants? If so, please list the annual amount each business receives.

RESPONSE

As to Defendant Alliance Biomedical Research, LLC, no.

14. Does either Greenville Pharmaceutical Research, Inc. or Alliance Biomedical Group own any real estate? If so, please list the addresses of all parcels of property owned by each business.

RESPONSE

As to Defendant Alliance Biomedical Research, LLC, no.

15. Please state the financial institution that Greenville Pharmaceutical Research, Inc. and Alliance Biomedical Group perform their banking.

RESPONSE

As to Defendant Alliance Biomedical Research, LLC, Wells Fargo Bank.

16. Please list the names of the loan officer for Greenville Pharmaceutical Research, Inc. and Alliance Biomedical Group.

RESPONSE

As to Defendant Alliance Biomedical Research, LLC, Lisa Wilson.

17. Do you contend that a physician/patient relationship existed between John Bruce and Greenville Pharmaceutical Research, Inc.? If the response is in the negative, please explain why.

RESPONSE

Defendant Alliance Biomedical Research, LLC has no knowledge of Plaintiff John L. Bruce.

18. Do you contend that a physician/patient relationship existed between John Bruce and Alliance Biomedical Group? If the response is in the negative, please explain why.

RESPONSE

Defendant Alliance Biomedical Research, LLC has no knowledge of Plaintiff John L. Bruce and thus no physician/patient relationship, no business relationship, nor any relationship, in any form or fashion, existed between the Plaintiff John L. Bruce and Defendant Alliance Biomedical Research, LLC.

19. Please explain how reports of chest films ordered by Steve Clemons, FNP-BC, NP, are transmitted to Greenville Pharmaceutical Research, Inc.

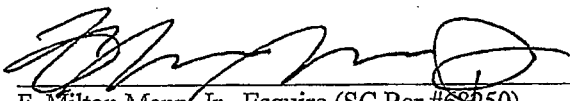
RESPONSE

Defendant Alliance Biomedical Research, LLC has no knowledge.

20. Is there any mechanism by which a doctor or nurse at Greenville Pharmaceutical Research, Inc. can electronically view chest studies performed at North Hills Medical Center? If so, what is it and how is it operated?

RESPONSE

Defendant Alliance Biomedical Research, LLC has no knowledge.


F. Milton Mann, Jr., Esquire (SC Bar #68250)
Attorney at Law
1089 Boiling Springs Road
Spartanburg, South Carolina 29303
(864) 208-0359(864)-208-0233 - fax
Milton.mann@gmail.com

November 10, 2011
Spartanburg, South Carolina

FILE COPY

STATE OF SOUTH CAROLINA)

IN THE COURT OF COMMON PLEAS

COUNTY OF GREENVILLE)

CASE NO. 2011-CP-6967

John L. Bruce and Marilyn Bruce,)

Plaintiffs,)

vs.)

Greenville Pharmaceutical Research, Inc.)
and Alliance Biomedical Group,)

Defendants.)

DEFENDANT, ALLIANCE BIOMEDICAL
RESEARCH, LLC'S, ANSWER TO
PLAINTIFF'S REQUESTS FOR PRODUCTION
OF DOCUMENTS

TO: MICHAEL PARHAM, Attorney for Plaintiffs John L. Bruce and Marilyn Bruce:

Defendant Alliance Biomedical Research, LLC hereby responds to Plaintiff's Request for
Production of Documents as follows:

I. RESERVATION OF RIGHTS

1. Responding to the Request for Production of Documents, Defendant Alliance Biomedical Research, LLC does not waive any objections which may be appropriate either to (a) use by Defendant Alliance Biomedical Research, LLC of any document produced for any purpose or (b) the materiality of any of the Request for Production of Documents to any such issue in the case.

2. Defendant Alliance Biomedical Research, LLC specifically reserves all rights to objections which may otherwise be available to it and further states that no response should be deemed as an admission of relevancy, materiality or admissibility into evidence of any particular request or the response thereto. Defendant Alliance Biomedical Research, LLC further reserves

the right to alter or amend its answers to be more accurate if other information becomes available to it at a subsequent time.

3. The answers herein are subject to the rights of Defendant Alliance Biomedical Research, LLC to object and not be bound at any time to a demand for a further purpose to these or other requests or other discovery procedures.

II. GENERAL OBJECTIONS

1. Defendant Alliance Biomedical Research, LLC objects to said Requests to Produce to the extent they seek documents or other tangible things prepared in anticipation of litigation or trial by or for Defendant Alliance Biomedical Research, LLC or Defendant Alliance Biomedical Research, LLC's representatives.

2. Defendant Alliance Biomedical Research, LLC objects to said Requests to Produce to the extent they seek information covered by an attorney/client privilege or other privilege as provided by law.

3. Defendant Alliance Biomedical Research, LLC objects to said Request to Produce to the extent they seek disclosure of mental impressions, conclusions, opinions, and legal theories of Defendant Alliance Biomedical Research, LLC or Defendant Alliance Biomedical Research, LLC's attorney's or other representative concerning this litigation.

Subject to the foregoing objections, which are hereby incorporated into each and every response below, Defendant Alliance Biomedical Research, LLC hereby responds to the first requests to produce as follows:

III. ANSWERS TO REQUESTS FOR PRODUCTION

1. Medical reports as to treatment, diagnosis and prognosis.

RESPONSE

As to Defendant Alliance Biomedical Research, LLC, none.

2. All hospital records including all nurses notes.

RESPONSE

As to Defendant Alliance Biomedical Research, LLC, none.

3. Reports and all notes of all medical procedures whether surgical or otherwise.

RESPONSE

As to Defendant Alliance Biomedical Research, LLC, none.

4. Complete office record including all correspondence contained in the patient's chart.

RESPONSE

As to Defendant Alliance Biomedical Research, LLC, none.

5. The patient's entire chart.

RESPONSE

As to Defendant Alliance Biomedical Research, LLC, none.

6. Laboratory reports.

RESPONSE

As to Defendant Alliance Biomedical Research, LLC, none.

7. Itemized bill for services to patient.

RESPONSE

As to Defendant Alliance Biomedical Research, LLC, none.

8. All images of the patient or any part of his body.

RESPONSE

As to Defendant Alliance Biomedical Research, LLC, none.

9. Any photographs, plats, sketches or other prepared documents in your possession that relate to the claim or defense of the case.

RESPONSE

As to Defendant Alliance Biomedical Research, LLC, none.

10. A copy of all policies from all insurance companies which have liability insurance coverage relating to the claim and all endorsements or attachments thereto.

RESPONSE

As to Defendant Alliance Biomedical Research, LLC, none.

11. All written or recorded statements which have been taken from witnesses with regard to the facts and circumstances of the case as outlined in Plaintiffs' Complaint.

RESPONSE

As to Defendant Alliance Biomedical Research, LLC, none.

12. All written and/or recorded investigative reports which have been prepared concerning the facts of the case as outlined in Plaintiffs' Complaint.

RESPONSE

As to Defendant Alliance Biomedical Research, LLC, none.

13. All medical articles, texts, treatises, or book chapters or other works which you regard as reasonably reliable on the subject of the diagnosis and treatment of the disease and/or illness or procedures which form the basis of Plaintiffs' Complaint.

RESPONSE

As to Defendant Alliance Biomedical Research, LLC, none.

14. All incident and/or occurrence reports.

RESPONSE

As to Defendant Alliance Biomedical Research, LLC, none.

15. All requests for consultation.

RESPONSE

As to Defendant Alliance Biomedical Research, LLC, none.

16. All reports issued by any consulted physician or healthcare provider and any member of his/her staff.

RESPONSE

As to Defendant Alliance Biomedical Research, LLC, none.

17. All articles of incorporation or organization of any corporate entity named in Plaintiffs' Complaint and minutes of all corporate or organization meetings.

RESPONSE

As to Defendant Alliance Biomedical Research, LLC, South Carolina Secretary of State Business Filing Showing Good Standing, Certificate of Existence, Articles of Organization and Operating Agreement of Alliance Biomedical Research, LLC.

18. All invoices or bills received from North Hills Medical Center pertaining to John Bruce.

RESPONSE

As to Defendant Alliance Biomedical Research, LLC, none.

19. All correspondence between Greenville Pharmaceutical Research, Inc. And North Hills Medical Center pertaining to John Bruce.

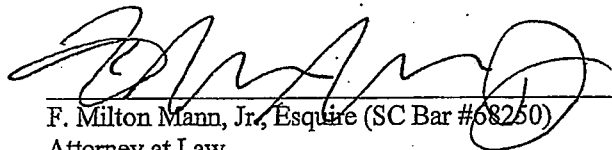
RESPONSE

As to Defendant Alliance Biomedical Research, LLC, none.

20. All surveillance video or audio recording media stored in any fashion which touches or concerns the Plaintiffs.

RESPONSE

As to Defendant Alliance Biomedical Research, LLC, none.



F. Milton Mann, Jr., Esquire (SC Bar #68250)

Attorney at Law

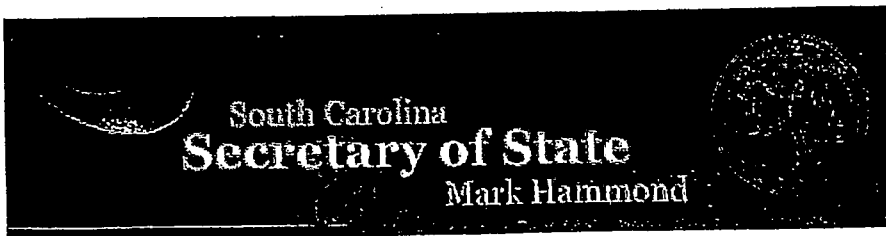
1089 Boiling Springs Road

Spartanburg, South Carolina 29303

(864) 208-0359(864)-208-0233 - fax

Milton.mann@gmail.com

November 14, 2011
Spartanburg, South Carolina

**ALLIANCE BIOMEDICAL RESEARCH, LLC**

*Note: This online database was last updated on 11/13/2011 6:01:31 PM.
See our Disclaimer.*

DOMESTIC / FOREIGN:	Domestic
STATUS:	Good Standing
STATE OF INCORPORATION / ORGANIZATION:	SOUTH CAROLINA Profit

REGISTERED AGENT INFORMATION

REGISTERED AGENT NAME:	ANNA BUICE
ADDRESS:	1330 BOILING SPRINGS RD STE 1500
CITY:	SPARTANBURG
STATE:	SC
ZIP:	29303
SECOND ADDRESS:	
FILE DATE:	05/21/2007
EFFECTIVE DATE:	05/21/2007
DISSOLVED DATE:	//

Corporation History Records

CODE	FILE DATE	COMMENT	Document
Domestic LLC	05/21/2007	AT WILL	

Disclaimer: The South Carolina Secretary of State's Business Filings database is provided as a convenience to our customers to research information on business entities filed with our office. Updates are uploaded every 48 hours. Users are advised that the Secretary of State, the State of South Carolina or any agency, officer or employee of the State of South Carolina does not guarantee the accuracy, reliability or timeliness of such information, as it is the responsibility of the business entity to inform the Secretary of State of any updated information. While every effort is made to insure the reliability of this information, portions may be incorrect or not current. Any person or entity who relies on information obtained from this database does so at his own risk.

Physical Address: Edgar Brown Building - 1205 Pendleton Street Suite 525 Columbia, SC 29201
 Mailing Address: SC Secretary of State's Office 1205 Pendleton Street Suite 525 Columbia, SC 29201

The State of South Carolina



Office of Secretary of State Mark Hammond

Certificate of Existence

I, Mark Hammond, Secretary of State of South Carolina Hereby certify that:

ALLIANCE BIOMEDICAL RESEARCH, LLC, A Limited Liability Company duly organized under the laws of the State of South Carolina on May 21st, 2007, with a duration that is at will, has as of this date filed all reports due this office, including its most recent annual report as required by section 33-44-211, paid all fees, taxes and penalties owed to the Secretary of State, that the Secretary of State has not mailed notice to the company that it is subject to being dissolved by administrative action pursuant to section 33-44-809 of the South Carolina Code, and that the company has not filed articles of termination as of the date hereof.

Given under my Hand and the Great
Seal of the State of South Carolina this
21st day of May, 2007.

A handwritten signature in cursive script that reads "Mark Hammond".

Mark Hammond, Secretary of State

STATE OF SOUTH CAROLINA
SECRETARY OF STATE

MAY 21 2007

ARTICLES OF ORGANIZATION
LIMITED LIABILITY COMPANY

Mark Hammond
SECRETARY OF STATE OF SOUTH CAROLINA

TYPE OR PRINT CLEARLY IN BLACK INK

The undersigned delivers the following articles of organization to form a South Carolina limited liability company pursuant to Sections 33-44-202 and 33-44-203 of the 1976 South Carolina Code of Laws, as amended.

1. The name of the limited liability company which complies with Section 33-44-105 of the South Carolina Code of 1976, as amended is Alliance Biomedical Research, LLC

2. The address of the initial designated office of the Limited Liability Company in South Carolina is
1330 Boiling Springs Road, Suite 1500

Street Address

Spartanburg

City

29303

Zip Code

3. The initial agent for service of process of the Limited Liability Company is

Anna Buice

Name

Anna Buice

Signature

and the street address in South Carolina for this initial agent for service of process is

1330 Boiling Springs Road, Suite 1500

Street Address

Spartanburg

City

29303

Zip Code

4. The name and address of each organizer is

(a) Anna Buice

Name

1330 Boiling Springs Road, Suite 1500

Street Address

Spartanburg

City

South Carolina

State

29303

Zip Code

(b)

Name

Street Address

City

State

Zip Code

(Add additional lines if necessary)

5. ☐ Check this box only if the company is to be a term company. If so, provide the term specified:

070521-0095

FILED: 05/21/2007

ALLIANCE BIOMEDICAL RESEARCH, LLC

Filing Fee: \$110.00 ORIG



Mark Hammond

South Carolina Secretary of State

6. ☐ Check this box only if management of the limited liability company is vested in a manager or managers. If this company is to be managed by managers, specify the name and address of each initial manager:

(a) _____
Name

Street Address City

State Zip Code

(b) _____
Name

Street Address City

State Zip Code

(c) _____
Name

Street Address City

State Zip Code

(d) _____
Name

Street Address City

State Zip Code

(Add additional lines if necessary)

7. ☐ Check this box only if one or more of the members of the company are to be liable for its debts and obligations under section 33-44-303(c). If one or more members are so liable, specify which members, and for which debts, obligations or liabilities such members are liable in their capacity as members.

8. Unless a delayed effective date is specified, these articles will be effective when endorsed for filing by the Secretary of State. Specify any delayed effective date and time:
9. Set forth any other provisions not inconsistent with law which the organizers determine to include, including any provisions that are required or are permitted to be set forth in the limited liability company operating agreement.
10. Signature of each organizer
- Aimee Bruce
- (Add Additional lines if necessary)
- Date 5/17/07

FILING INSTRUCTIONS

1. File two copies of this form, the original and either a duplicate original or a conformed copy.
2. If space on this form is not sufficient, please attach additional sheets containing a reference to the appropriate paragraph in this form, or prepare this using a computer disk which will allow for expansion of the space on the form.
3. This form must be accompanied by the filing fee of \$110.00 payable to the Secretary of State.

Return to: Secretary of State
P.O. Box 11350
Columbia, SC 29211

NOTE

THE FILING OF THIS DOCUMENT DOES NOT, IN AND OF ITSELF, PROVIDE AN EXCLUSIVE RIGHT TO USE THIS CORPORATE NAME ON OR IN CONNECTION WITH ANY PRODUCT OR SERVICE. USE OF A NAME AS A TRADEMARK OR SERVICE MARK WILL REQUIRE FURTHER CLEARANCE AND REGISTRATION AND BE AFFECTED BY PRIOR USE OF THE MARK. FOR MORE INFORMATION, CONTACT THE TRADEMARKS DIVISION OF THE SECRETARY OF STATE'S OFFICE AT (803) 734-1728.

Form Revised by South Carolina
Secretary of State, January 2000

**OPERATING AGREEMENT
OF
ALLIANCE BIOMEDICAL RESEARCH, LLC**

The Members Agree As Follows:

THIS OPERATING AGREEMENT ("Agreement" or "Operating Agreement") for ALLIANCE BIOMEDICAL RESEARCH, LLC, a South Carolina limited liability company ("Company"), is hereby adopted and agreed to as of _____, 2008, by all the members of the Company. The initial members of this Company are:

Gregory J. Feldman, M.D.
Joseph A. Boscia, III, M.D.
Anna M. Buice, CCR, CLR-C, CPT
Steven L. Clemons, RN, BSN, CCRC
Haley N. Williams, RRT, CCRC

SECTION 1 - ORGANIZATION OF THE COMPANY

1.1 Formation. The Company has been organized as a South Carolina Limited Liability Company by filing Articles of Organization with the South Carolina Secretary of State.

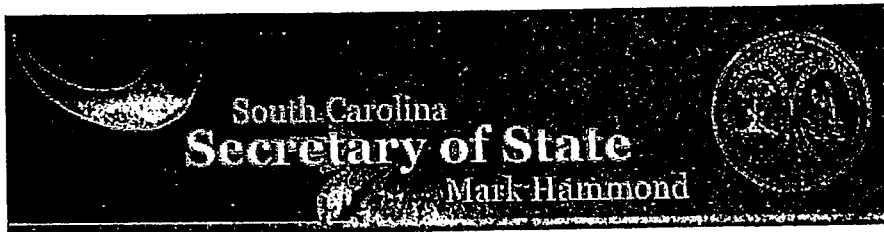
1.2 Name. The name of the Company is ALLIANCE BIOMEDICAL RESEARCH, LLC, and the Company shall conduct its business in this name.

1.3 Registered Office and Agent. The Company's initial office and agent are specified in the Articles of Organization. If the members elect to change either the office or agent (or if the agent resigns), the members agree that they will promptly file the name of the new agent or office with the Secretary of State.

1.4 Designated Office. Section 33-44-108(a)(1) requires the Company to also maintain a designated office in South Carolina. The Company agrees as is required by §33-44-109 to notify the Secretary of State of any change of this office. The street address of the Company's initial designated office in South Carolina is:

1089 Boiling Springs Rd.
Spartanburg, SC 29303

1.5 Term. The Articles of Organization provide that this Company shall not terminate. The Company may terminate at any date if all the members so agree.

**ALLIANCE BIOMEDICAL RESEARCH, LLC**

Note: This online database was last updated on 11/13/2011 6:01:31 PM.
See our Disclaimer.

DOMESTIC / FOREIGN:	Domestic
STATUS:	Good Standing
STATE OF INCORPORATION	SOUTH CAROLINA
/ ORGANIZATION:	Profit

REGISTERED AGENT INFORMATION

REGISTERED AGENT NAME:	ANNA BUICE
ADDRESS:	1330 BOILING SPRINGS RD STE 1500
CITY:	SPARTANBURG
STATE:	SC
ZIP:	29303
SECOND ADDRESS:	
FILE DATE:	05/21/2007
EFFECTIVE DATE:	05/21/2007
DISSOLVED DATE:	//

Corporation History Records

CODE	FILE DATE	COMMENT	Document
Domestic LLC	05/21/2007	AT WILL	

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Physical Address: Edgar Brown Building - 1205 Pendleton Street Suite 525 Columbia, SC 29201
Mailing Address: SC Secretary of State's Office 1205 Pendleton Street Suite 525 Columbia, SC 29201

The State of South Carolina



Office of Secretary of State Mark Hammond

Certificate of Existence

I, Mark Hammond, Secretary of State of South Carolina Hereby certify that:

ALLIANCE BIOMEDICAL RESEARCH, LLC, A Limited Liability Company duly organized under the laws of the State of South Carolina on May 21st, 2007, with a duration that is at will, has as of this date filed all reports due this office, including its most recent annual report as required by section 33-44-211, paid all fees, taxes and penalties owed to the Secretary of State, that the Secretary of State has not mailed notice to the company that it is subject to being dissolved by administrative action pursuant to section 33-44-809 of the South Carolina Code, and that the company has not filed articles of termination as of the date hereof.

Given under my Hand and the Great
Seal of the State of South Carolina this
21st day of May, 2007.

A handwritten signature in cursive script that reads 'Mark Hammond'.

Mark Hammond, Secretary of State

STATE OF SOUTH CAROLINA
SECRETARY OF STATE

MAY 21 2007

ARTICLES OF ORGANIZATION
LIMITED LIABILITY COMPANY

Mark Hammond
SECRETARY OF STATE OF SOUTH CAROLINA

TYPE OR PRINT CLEARLY IN BLACK INK

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1. The name of the limited liability company which complies with Section 33-44-105 of the South Carolina Code of 1976, as amended is Alliance Biomedical Research, LLC
2. The address of the initial designated office of the Limited Liability Company in South Carolina is
1330 Boiling Springs Road, Suite 1500

Street Address

Spartanburg

29303

City

Zip Code

3. The initial agent for service of process of the Limited Liability Company is

Anna Buice

Name

Anna Buice
Signature

and the street address in South Carolina for this initial agent for service of process is

1330 Boiling Springs Road, Suite 1500

Street Address

Spartanburg

29303

City

Zip Code

4. The name and address of each organizer is

(a) Anna Buice

Name

1330 Boiling Springs Road, Suite 1500

Street Address

Spartanburg

City

South Carolina

State

29303

Zip Code

(b)

Name

Street Address

City

State

Zip Code

(Add additional lines if necessary)

5. ☐ Check this box only if the company is to be a term company. If so, provide the term specified:

070521-0095

FILED: 05/21/2007

ALLIANCE BIOMEDICAL RESEARCH, LLC

Filing Fee: \$110.00 ORIG



Mark Hammond

South Carolina Secretary of State

6. ☐ Check this box only if management of the limited liability company is vested in a manager or managers. If this company is to be managed by managers, specify the name and address of each initial manager:

(a) _____
Name

Street Address City

State Zip Code

(b) _____
Name

Street Address City

State Zip Code

(c) _____
Name

Street Address City

State Zip Code

(d) _____
Name

Street Address City

State Zip Code

(Add additional lines if necessary)

7. ☐ Check this box only if one or more of the members of the company are to be liable for its debts and obligations under section 33-44-303(c). If one or more members are so liable, specify which members, and for which debts, obligations or liabilities such members are liable in their capacity as members.

8. Unless a delayed effective date is specified, these articles will be effective when endorsed for filing by the Secretary of State. Specify any delayed effective date and time:

9. Set forth any other provisions not inconsistent with law which the organizers determine to include, including any provisions that are required or are permitted to be set forth in the limited liability company operating agreement.

10. Signature of each organizer

Anne Bruce

Date 5/17/07

(Add Additional lines if necessary)

FILING INSTRUCTIONS

1. File two copies of this form, the original and either a duplicate original or a conformed copy.
2. If space on this form is not sufficient, please attach additional sheets containing a reference to the appropriate paragraph in this form, or prepare this using a computer disk which will allow for expansion of the space on the form.
3. This form must be accompanied by the filing fee of \$110.00 payable to the Secretary of State.

Return to: Secretary of State
P.O. Box 11350
Columbia, SC 29211

NOTE

THE FILING OF THIS DOCUMENT DOES NOT, IN AND OF ITSELF, PROVIDE AN EXCLUSIVE RIGHT TO USE THIS CORPORATE NAME ON OR IN CONNECTION WITH ANY PRODUCT OR SERVICE. USE OF A NAME AS A TRADEMARK OR SERVICE MARK WILL REQUIRE FURTHER CLEARANCE AND REGISTRATION AND BE AFFECTED BY PRIOR USE OF THE MARK. FOR MORE INFORMATION, CONTACT THE TRADEMARKS DIVISION OF THE SECRETARY OF STATE'S OFFICE AT (803) 734-1728.

Form Revised by South Carolina
Secretary of State, January 2000

**OPERATING AGREEMENT
OF
ALLIANCE BIOMEDICAL RESEARCH, LLC**

The Members Agree As Follows:

THIS OPERATING AGREEMENT ("Agreement" or "Operating Agreement") for ALLIANCE BIOMEDICAL RESEARCH, LLC, a South Carolina limited liability company ("Company"), is hereby adopted and agreed to as of _____, 2008, by all the members of the Company. The initial members of this Company are:

Gregory J. Feldman; M.D.
Joseph A. Boscia, III, M.D.
Anna M. Buice, CCR, CLR-C, CPT
Steven L. Clemons, RN, BSN, CCRC
Haley N. Williams, RRT, CCRC

SECTION 1 - ORGANIZATION OF THE COMPANY

1.1 Formation. The Company has been organized as a South Carolina Limited Liability Company by filing Articles of Organization with the South Carolina Secretary of State.

1.2 Name. The name of the Company is ALLIANCE BIOMEDICAL RESEARCH, LLC, and the Company shall conduct its business in this name.

1.3 Registered Office and Agent. The Company's initial office and agent are specified in the Articles of Organization. If the members elect to change either the office or agent (or if the agent resigns), the members agree that they will promptly file the name of the new agent or office with the Secretary of State.

1.4 Designated Office. Section 33-44-108(a)(1) requires the Company to also maintain a designated office in South Carolina. The Company agrees as is required by §33-44-109 to notify the Secretary of State of any change of this office. The street address of the Company's initial designated office in South Carolina is:

1089 Boiling Springs Rd.
Spartanburg, SC 29303

1.5 Term. The Articles of Organization provide that this Company shall not terminate. The Company may terminate at any date if all the members so agree.

1.6 Purpose. The purpose of this Company shall be biomedical research, invest in any investments deemed acceptable to the Members, and to engage in any other lawful business.

1.7 Membership Interest. The term "Membership Interest" shall mean any Member's interest in the Company, including, without limitation, rights to distributions (liquidating or otherwise), allocations, information, and to consent or approve.

SECTION II - MEMBERS

2.1 Rights of Members. Each member has the right to:

- a. share in Profits and Losses (in accordance with §6.1);
- b. share in distributions (in accordance with §6.4);
- c. vote and manage the Company (in accordance with §3);
- d. inspect Company records and receive information (in accordance with §9.1 & §9.2);

2.2 Admission of New Members by Vote of the Members. Additional members may be admitted into the Company only after all of the members vote to approve the new admission. The admission vote shall specify (1) the share of Profits and Losses which shall be allocated to the new member, (2) the capital being contributed by the member, and (3) its value. The vote shall also specify in accordance with the terms of this Agreement (4) the manner in which the Profits and Losses will be shared among the members after the admission of the new member. Unless otherwise agreed to by the members, no additional member may be admitted without the prior written approval of the Company's tax advisor that such admission complies with the requirements for maintaining substantial economic effect as is defined and provided for in Treas. Reg. §1.704 and that all of the provisions of this Agreement have been met, including the provisions in Exhibits B and C.

2.3 Member May Substitute Another Person in His or Her Place as a Member. A member may substitute another person for himself as the member only after all of the members vote to approve the substitution. Upon such approval, the substituted member shall become a member when the person's admission is reflected upon the records of this Company. The substitution of a member is not deemed to be an event of dissociation of the Company and the Company shall not dissolve. The capital account of the substituted member shall be identical with the capital account of the transferring, former member. If a member attempts to transfer all of his or her rights (or only his or her rights to vote and manage) in the Company to another person without the above required vote, such act is void *ab initio*. The member attempting the transfer remains the member and the purported substitute obtains no rights whatsoever.

2.4 Assignment of Financial Rights of a Member. A member may voluntarily assign or pledge his or her distributional interest (his or her financial rights) to another person or entity only after all of the members vote to approve the assignment or pledge. The assignment or pledge of such distributional interest is effective as to the Company when reflected upon the books and records of the Company. An assignment or pledge of all or any portion of a member's distributional interest is not deemed an event of dissociation and the Company shall not dissolve. An assignee or pledgee does not become a substituted member unless the procedures and requirements of §2.3 have been specifically complied with. If a member attempts to pledge or assign any or all of his or her financial rights in the Company to another person without the above required vote, such act is void *ab initio*. The member attempting an assignment or pledge retains all such rights and the purported assignee or pledgee obtains no rights whatsoever.

SECTION III - MANAGEMENT AND CONTROL OF THE COMPANY

3.1 Management by Members. The members of this Company shall have the full power and authority to manage the affairs of the Company, to make all decisions, and to take all actions for the Company.

3.2 Votes of Members. Each member of this Company shall vote in accord with his or her percentage Membership Interest in the Company. All votes may be cast on each action to be taken. Initial Membership Interests shall be in proportion to initial capital contributions and shall adjust with the adjustment of the members' capital accounts.

3.3 Place of Meeting. All meetings of the members shall be held at the principal office of the Company. Members may participate in such meetings by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participate in a meeting as provided here shall constitute presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

3.4 Conduct of Meetings. All meetings of members shall be presided over by a chairman who shall be selected annually by a majority vote. The chairman shall determine the order of business and the procedure at the meeting, including such regulation of the manner of voting and the conduct of discussion.

3.5 Special Meetings. Special membership meetings may be held at any time upon the call of all members of the Company. The members calling the meeting shall state the purpose(s) and the matters proposed to be acted upon.

3.6 Notice of Meetings. Notice of any special meeting shall be given by either oral or written notice at least 10 days prior to the meeting by any member desiring that the meeting be held.

3.7 Quorum. A quorum for all meetings shall require the presence, in person, of all of the members.

3.8 Required Vote & Type of Vote. Action by the following required votes may be approved at either, (1) a duly called and constituted meeting, (2) written consent, or (3) through informal approvals.

[a] Ordinary actions. For any ordinary action to be taken, members holding a majority of votes must vote in favor of such action. "Ordinary actions" are all actions of the Company except those specified as "unanimous actions" in this section or which other provisions of this Agreement require a greater vote.

[b] Unanimous actions. The unanimous consent of all members is required to:

- (1) Amend this Agreement or the Articles of Organization.
- (2) Voluntarily dissolve the Company.
- (3) Require or permit the contribution of additional capital by members.
- (4) Merge with another limited liability company or other entity.
- (5) Approve an action that otherwise would violate the duty of loyalty.
- (6) Compromise a member's obligation to make a contribution.
- (7) Compromise a member's obligation to return funds to the Company.
- (8) Make interim distributions.
- (9) Admit a new member, including a substitution.
- (10) Transfer of any portion of a member's financial interest.
- (11) Use Company assets to pay off a charging order.
- (12) Waive the right to windup and terminate the Company's business.
- (13) Sell all, or substantially all of the Company's property.

[c] Contrary Provisions in Agreement. If any other provisions of this Agreement impose a specifically different vote requirement (see, e.g. §4.5), such specific section shall be controlling.

3.9 Action by Consent. Actions which may be taken at a meeting of the members, may be taken without a meeting by written consent signed by members holding the required number of votes to approve the action. Such written consents shall be retained in the permanent records of the Company and shall have the same force and effect as action taken at a meeting.

3.10 Checks, Notes, Etc. All checks, drafts or other orders for payment of money, notes or other evidences of indebtedness issued in the name of or payable to the Company shall be signed or endorsed by any member who has been duly authorized to do so by the members.

3.11 Transfer of Real Property. Members owning all membership interests of this Company must vote to approve any transfer of any of the real property of the Company. Any unauthorized transfer shall subject the transferee member to liability for all damages arising therefrom, including the payment of the nontransferring members' legal fees, costs and related expenses in enforcing this provision if such members prevail in any action at law or in equity to enforce the rights granted under this provision.

3.12 Certified Minutes. An action for which a certificate is issued by a majority of the current members shall be conclusive in favor of the recipient that the Company properly authorized and is bound by the certified act. Certified action of this Company may be evidenced through a writing satisfying the following requirements. The certification shall (a) specify which current members are authorized to take, or perform the action approved by the membership; (b) identify the number of current members; (c) state the vote required to authorize the transaction and the actual vote cast; (d) list the date the action was taken; (e) set forth the exact language of the resolution adopted by the Company; (f) confirm that the Company is not dissolved and that the resolution does not involve the sale of substantially all of the Company's assets; (g) certify that the action authorized by the resolution is allowed under the Company's current operating agreement; and (h) be signed by a majority of the current members, who shall verify their status and that the above information is true.

SECTION IV - FIDUCIARY DUTIES OF MEMBERS

4.1 Reasonable Devotion of Time to Company Duties. Each member shall be required to devote a reasonable amount of time to the affairs of this Company, in accordance with the needs required by the affairs of the Company; or such lesser period of time as determined from time-to-time by the members.

4.2 Duty of Care. A member's duty of care to the Company and the other members in the conduct of and winding up of the Company's business is limited to refraining from engaging in grossly negligent, or reckless conduct, intentional misconduct, or a knowing violation of law. Even with the unanimous written consent of all the members, this duty of care may not be unreasonably be reduced.

4.3 Duty of Loyalty, Including a Duty Not to Compete.

[a] While a member. A member's duty of loyalty to the Company and its other members is limited to the following:

- (1) to account to the Company and to hold as trustee for it any property, profit, or benefit derived by the member in the conduct or winding up of the Company's business or derived from a use by the member of the Company's property, including the appropriation of a Company's opportunity;
- (2) to refrain from dealing with the Company in the conduct or winding up of the Company's business as or on behalf of a party having an interest adverse to the Company; and
- (3) to refrain from competing with the Company in the conduct of the Company's business before the dissolution of the Company; provided, however, that this duty shall not interfere with each member's right to invest in real property apart from this Company.

Provided however, the members may by unanimous vote amend this Agreement which amendment shall:

- (i) identify specific types or categories of activities that do not violate the duty of loyalty, if not manifestly unreasonable; and
- (ii) specify the number or percentage of members that may authorize or ratify, after full disclosure of all material facts, a specific act or transaction that otherwise would violate the duty of loyalty.

[b] After dissociation. Upon a member's dissociation from the Company, his or her duty not to compete with the Company terminates. However his or her duty of care as provided in §4.2, his or her duty to account for any benefit derived from Company property, and his or her duty not to deal as a party adverse to the Company, as specified in subsection (a), paragraphs (1) and (2) of this §4.3, continue only with regard to matters arising and events occurring before the member's dissociation, unless the member participates in winding up the Company's business pursuant to §33-44-803 of the South Carolina Code.

4.4 Duty of Good Faith and Fair Dealing. A member shall discharge the duties to the Company and the other members imposed under Title 33, Chapter 44 of the South Carolina Code, or under this Agreement and exercise any rights consistently with the obligation of good faith and fair dealing. This Agreement may not eliminate the obligation of good faith and fair dealing, but it may determine the standard by which the performance of the obligation is to be measured, if the standards are not manifestly unreasonable.

4.5 Self-Dealing by Members. Before the Company enters into any agreement to purchase property from, sell property to, or otherwise deal with any member, acting on his or her own behalf, or any corporation, partnership, or other entity of which the member (or spouse or lineal descendant or ancestor of the member) is a director, shareholder, owner, partner, or employee, a majority of the disinterested members shall approve the transaction. The approval shall only be after full disclosure by such member to the disinterested members of his or her interest in the other contracting party and all of the proposed terms of the transaction. Provided further, that all such transactions shall be made on terms and conditions which are no less favorable to the Company than if the sale, purchase, or other transaction had been entered into with an independent third party.

4.6 Indemnification of Members. The Company shall reimburse a member for payments made and indemnify a member for liabilities incurred by the member in the ordinary course of the business of the Company or for the preservation of its business or property.

SECTION V - CAPITAL CONTRIBUTIONS AND LOANS

5.1 Additional Contributions. No member shall be required or permitted to make any capital contribution without the prior written vote or consent of all members. However, failure to make such agreed-upon contributions, whether the member voted for or against the contribution, shall result in a reduction of the member's share of Company Membership Interests and the Member's capital account and share of profits and losses of the Company, all in accord with the terms of this Agreement. The intent of the parties is to maintain ownership and distributional rights in accordance with the members' respective capital contributions. If a member fails to make an additional required capital contribution and the Company acquires additional debt or refinances existing debt subsequent to the capital call, then the Membership Interest, capital account and share of profits and losses of the non-contributing member shall not be adjusted for such items.

5.2 Capital Accounts. The Company shall establish and maintain capital accounts for each member and assignee in accordance with Treas. Reg. §1.704-1(b)(2)(iv). Each member's (and assignee's) capital account shall be increased by:

- (i) the amount of any money actually contributed by the member to the capital of the Company;
- (ii) the Gross Asset Value of any property contributed by the member, as determined by the Company and the contributing member at arm's length at the time of the contribution;
- (iii) the member's share of Net Profits (including any separately allocated items of income or gain pursuant to §6.2); and
- (iv) the amount of any Company liabilities that are assumed by such member within the meaning of Treas. Reg. §1.704-1(b)(2)(iv)(c).
- (v) Provided however, the principal amount of a promissory note which is not readily traded on an established securities market and which is contributed to the Company by the maker of the note (or a member related to the maker of the note within the meaning of Treas. Reg. §1.704-1(b)(2)(ii)(c)) shall not be included in the capital account of any member until the Company makes a taxable disposition of the note or until (and to the extent) principal payments are made on the note, all in accordance with Treas. Reg. §1.704-1(b)(2)(iv)(d)(2).

Each member's (and assignee's) capital account shall be decreased by:

- (i) the amount of money actually distributed by the Company to the member;
- (ii) the Gross Asset Value of any property distributed to the member, (as determined by the Company and the member at arm's length at the time of distribution);
- (iii) the member's share of Net Losses (including any separately allocated items of deduction or loss pursuant to §6.2); and
- (iv) the amount of any liabilities of such member that are assumed by the Company within the meaning of Treas. Reg. §1.704-1(b)(2)(iv)(c).

In determining the amount of any liability for purposes of this §5.2 there shall be taken into account IRC §752(c) and any other applicable provision of the Internal Revenue Code and its Regulations. In the event the Gross Asset Values of the Company assets are adjusted pursuant to the definition of Gross Asset Values in Exhibit "B" of this Agreement, the Capital accounts of all members (and assignees) shall be adjusted simultaneously to reflect the aggregate adjustments as if the Company recognized gain or loss equal to the amount of such aggregate adjustment.

This provision requiring the maintenance of capital accounts is intended, and shall be construed, and, if necessary, modified, to cause the allocations of profits, losses, income, gain and credit pursuant to §6 to have substantial economic effect under the IRC regulations promulgated under §704(b) IRC. This paragraph shall be applied in conjunction with §6.2 below, but nothing in this Agreement shall be construed as creating a deficit restoration obligation.

5.3 Loans By Members to the Company. Upon the request and approval by the members, any member may loan funds to the Company. Such loan shall be on terms as determined by the members of the Company, but shall bear interest of no more than the *Wall Street Journal* prime rate as quoted in the money rates section of the *Wall Street Journal* on the date which the loan is closed, which is also the base rate on corporate loans at large United States money center commercial banks, from time to time as its prime commercial or similar reference interest rate.

5.4 Tax Matters Partner. Gregory J. Feldman, M.D. is designated the tax matters member of the Company. The term "tax matters member" shall be analogous to the term "tax matters partner", as such term is defined in §6231(a)(7) of the IRC. The Company may designate a new tax matters member from time to time.

SECTION VI - SHARING PROFITS, DISTRIBUTIONS AND TAXABLE INCOME

6.1 Allocation of Profits & Losses, and Taxable Income, Gain, Loss, Deductions, and Credit. After giving effect to the special allocations set forth in §6.2, both (A) Profits and Losses of the Company, as defined in Exhibit "B"; and (B) except as may be required by §6.3, the items of taxable income, gain, loss, deduction and credit shall be apportioned among the members (or their assignees) in the same percentage as each member's original capital account, with adjustments for additional contributions provided in §§5.2 and 5.3, relative to the total of all such original contributions to capital of the Company.

6.2 Special Allocation Rules. The Company shall make the special allocations as provided and required by the provisions contained in Exhibit B.

6.3 IRC §704(c) Tax Allocations. In accordance with IRC §704(c) and the regulations thereunder, income, gain, loss, and deduction with respect to any property contributed to the capital of the Company shall, solely for tax purposes, be allocated among the members so as to take account of any variation between the adjusted basis of such property to the Company for federal income tax purposes and its initial Gross Asset Value (computed in accordance with the definition of Gross Asset Value in Exhibit B) using any method allowable under IRC §704(c) and the regulations promulgated thereunder as adopted by the members.

In the event the Gross Asset Value of any Company asset is adjusted pursuant to subparagraph (2)(ii) of the definition of Gross Asset Value in Exhibit B, subsequent allocation of income, gain, loss, and deduction with respect to such asset shall take account of any variation between the adjusted basis of such asset for federal income tax purposes and its Gross Asset Value in the same manner as under IRC §704(c) and the regulations thereunder.

Any election or other decision relating to such allocations shall be made by the membership in any manner that reasonably reflect the purpose and intention of this Agreement. Allocations pursuant to this §6.3 are solely for purposes of federal, state, and local taxes and shall not affect, or in any way be taken into account in computing, any member's capital account or share of profits and losses, other items, or distribution pursuant to any provision of this Agreement.

6.4 Distributions to Members.

[a] Regular distributions. The Company may make distributions in cash or in kind to members on an annual basis, or more frequently if desired by unanimous consent of the members. The members shall from time-to-time determine the total amount of each annual cash or in-kind distribution which shall be made to members, and each member shall share in such total distribution in the ratio by which he or she shares in the Profits and Losses of the Company. If the members agree, they may each receive additional distributions at the end of the year, assuming that the Company has been profitable and has funds to make such additional year-end distributions.

[b] Member draws more than his or her share. If the total distributions paid to any member in any fiscal year exceed the amount of profits allocated to such member in that year, the member shall promptly repay such excess draw back to the Company as an addition to capital. If the member fails or refuses to repay such excess draw, he or she shall cease to receive any additional distributions until the amount of foregone distributions equal the prior year's excess draw. This provision shall be in addition to any limitations upon distributions provided in §6.2 above.

[c] Redemption of Membership Interest. If a member withdraws, the Company shall redeem the former member's Membership Interest according to the terms of §7 of this Agreement.

[d] Limitation on distributions.

- (1) No distribution may be made if, after giving effect to the distribution:

- (i) this Company would not be able to pay its debts as they become due in the usual course of business; or
 - (ii) the assets of the Company would be less than the sum of its liabilities plus, the amount that would be needed, if the Company were to be dissolved at the time of the distribution, to satisfy the preferential rights of other members upon dissolution which are superior to the rights of the member receiving the distribution.
- (2) The Company may base a determination that a distribution is not prohibited either on:
- (i) financial statements prepared on the basis of accounting practices and principles that are reasonable under the circumstances; or
 - (ii) a fair valuation or other method that is reasonable under the circumstances.
- (3) The effect of a distribution is measured:
- (i) in the case of a distribution by purchase, redemption, or other acquisition of the member's Membership Interest in the Company, as of the date money or other property is transferred or debt incurred by the Company;
 - (ii) in all other cases, as of (a) the date of the distribution is authorized if the payment occurs within one hundred twenty days after the date of authorization, or (b) the date the payment is made if it occurs more than one hundred twenty days after the date of authorization; provided however,
 - (iii) if indebtedness is issued as a distribution, each payment of principal or interest on the indebtedness is treated as a distribution, the effect of which is measured on the date the payment is made.

SECTION VII - DISSOCIATION OF ANY MEMBER

7.1 Explanation of Dissociation and Buyout. This Section VII (i) lists the events which will cause a member to dissociate from the Company; (ii) provides what amount and at what times the Company shall pay to the dissociated member (or his or her estate); and (iii) specifies what adjustments shall be made to the Membership Interests of the remaining members. The South Carolina Limited Liability Company Act and this Agreement

recognize and provide that different types of dissociations/withdrawals should be treated differently. Therefore, this Agreement provides that there are two types of dissociations, each with separate procedures for redemption and different methods of computing the value of the withdrawing member. Section 7.2 deals with what is referred to as "proper" methods of withdrawal, and §7.3, establishes entirely different procedures and a different redemption value for "wrongful" events of withdrawal.

No member may withdraw or dissociate from the Company except as provided in this Section VII and any attempted withdrawal by any other means is void.

7.2 Events of Proper Dissociation.

[a] Events of proper withdrawal/dissociation. A member dissociates from the Company if he or she does any of the following. Each such event is a proper dissociation. (A member may also substitute another person as a member of this Company in accordance with §2.3 but such substitution is not an event of dissociation.)

(1) Voluntary Withdrawal. Any member may rightfully voluntarily withdraw or from this Company upon the provision of at least 180 days' prior written notice to the Company and to all members of the Company. If two or more Members withdraw using this method within 180 days of one another then a simultaneous withdrawal will be deemed to have taken place between such Members.

(2) Death. The member dies.

[b] Filing statement of dissociation. Upon the dissociation of any member, the Company shall file in office of the South Carolina Secretary of State a statement of dissociation stating the name of this Company and that the withdrawing member is dissociated from the Company. This filing shall be made within a reasonable period of time following such dissociation.

[c] Procedure to redeem if member properly withdraws/dissociates. Commencing 180 days after the receipt by the Company of written notice given by the withdrawing member or his or her personal representative (either one to be known herein as the "member") that he or she has withdrawn pursuant to this §7.2, the Company shall tender to the withdrawn member twenty percent of the purchase price (as established in subsection "d" below), and the Company's promissory note for the balance. The balance of the purchase price shall be paid in four additional equal annual installments commencing 12 months after the payment of the initial twenty percent. The note shall bear interest at the prime rate as quoted in the money rates section of the Wall Street Journal which is the base rate on corporate

loans at large United States money center commercial banks as of the date the Company sends notice it intends to redeem the withdrawn member's Membership Interest. Such note shall be (i) unsecured by the Company; (ii) shall be personally guaranteed by the remaining members of the Company; and (iii) may be prepaid by the Company at any time. (Provided, of course, the Company shall not redeem the Membership Interest of a member who has properly substituted another person for himself in accordance with §2.3.)

[d] Redemption value. The Company shall pay to the dissociated, properly withdrawing member the redemption value of his or her Membership Interest as determined in this subsection "d". Annually, the members shall establish the value of each member's Membership Interest. In the event the members cannot agree upon an annual valuation, or if there has not been an annual valuation within 18 months of a date of dissociation/withdrawal, the redemption value shall be established by appraisal of all Company-owned real and personal property and fixtures by a qualified appraiser selected and paid for by the dissociating member. Should the remaining member(s) not agree to the value set by this method, then such remaining member(s) shall retain an appraiser to perform an appraisal of the same assets at the Company's expense, and an average of the two appraisals shall be used as the redemption value. For the purpose of setting the final redemption price, any such value shall be reduced by the pro rata share of such dissociating Member's interest in all liabilities of the Company. Provided, however, that all valuations shall be made without consideration of any discounts for lack of marketability of or minority interests in any Membership Interests.

§7.3 Wrongful Withdrawal.

[a] Events of wrongful withdrawal/dissociation. A member dissociates from the Company if he or she does any of the following. Each such event is a wrongful dissociation.

- (1) Voluntary withdrawal. Any voluntary withdrawal, except as permitted in §7.2, is a wrongful dissociation.
- (2) Judicial expulsion. The member is expelled by judicial decree upon the application by the Company or a member, because:
 - (a) the member engaged in wrongful conduct that adversely and materially affected Company business;
 - (b) the member wilfully or persistently committed a material breach of the operating agreement or of a duty owed to the Company or the other members under section 33-44-409; or,

(c) the member engaged in conduct relating to the Company business which makes it not reasonably practicable to carry on the business with that member.

(3) Involuntary withdrawal. A member automatically withdraws if a charging order is imposed on the member's distributional interest or if a court orders that all his or her financial or management rights be transferred to another person or entity.

[b] Filing statement of dissociation. Upon the dissociation of any member, the Company shall file in office of the South Carolina Secretary of State a statement of dissociation stating the name of this Company and that the withdrawing member is dissociated from the Company. This filing shall be made within a reasonable period of time following such dissociation.

[c] Procedure. Commencing 180 days after the receipt by the Company of written notice that a member has withdrawn pursuant to this §7.3, the Company shall pay twenty percent (20%) of all sums due to the withdrawing member, and the remaining eighty percent (80%) of all such sums shall be due five (5) years following the first payment, all subject to the provisions of paragraph [d] below relating to a thirty percent (30%) reduction in value of the redemption value of such Membership Interests in the event of a wrongful withdrawal.

[d] Redemption value - wrongful withdrawal/dissociation. The Company shall pay to the wrongfully dissociated member the value of his or her Membership Interest in the Company which shall be established by the following method. Annually, the members shall establish the value of each member's Membership Interest. In the event the members cannot agree upon an annual valuation, or if there has not been an annual valuation within 18 months of a date of dissociation/withdrawal, the redemption value shall be established by appraisal of all Company-owned real and personal property and fixtures by a qualified appraiser selected and paid for by the dissociating member. Should the remaining member(s) not agree to the value set by this method, then such remaining member(s) shall retain an appraiser to perform an appraisal of the same assets at the Company's expense, and an average of the two appraisals shall be used as the redemption value. For the purpose of setting the final redemption price, any such value shall be reduced by the pro rata share of such dissociating member's interest in all liabilities of the Company. Finally, the redemption value for the dissociating member's Membership Interest shall be reduced by multiplying the value received by the above method by 0.80, resulting in a twenty percent (20%) reduction in the amount to be paid as a redemption to the dissociating member. Provided, however, that all valuations shall be made without consideration of any discounts for lack of marketability of or minority interests in any Membership Interests.

7.4 Adjustments. Any member withdrawing during any calendar quarter shall be considered to withdraw on the last day of such quarter year for the purposes of making distributions, computing values and making payments related to such withdrawal, and for no other purposes.

SECTION VIII - DISSOLUTION, WINDING UP, AND TERMINATION

8.1 Events of Dissolution. The Company shall dissolve, its affairs shall be wound up, and the Company shall thereupon terminate only upon the first to occur of the following:

- (1) The written consent of all the members;
- (2) An event that makes it unlawful for all or substantially all of the business of the Company to be continued, but any cure of illegality within ninety days after notice to the Company of the event is effective retroactively to the date of the event;
- (3) On application by a member or a dissociated member, upon entry of a judicial decree that:
 - (i) the economic purpose of the Company is likely to be unreasonably frustrated;
 - (ii) another member has engaged in conduct relating to the Company's business that makes it not reasonably practicable to carry on the Company's business with that member;
 - (iii) it is not otherwise reasonably practicable to carry on the Company's business in conformity with the Articles of Organization and this Agreement;
 - (iv) the Company failed to purchase the petitioner's distributional interest as required by §33-44-701; or
 - (v) the members in control of the Company have acted, are acting, or will act in a manner that is illegal, oppressive, fraudulent, or unfairly prejudicial to the petitioner.
- (4) Administrative dissolution pursuant to §33-44-810 of the South Carolina Code.

8.2 Winding Up of the Company. Upon the occurrence of any event specified in §8.1 above, the remaining members of the Company (who are not the cause of dissolution

pursuant to §8.1(4)(ii) or (v)), shall appoint one or more members to serve as liquidator. (However, on application of any member, a member's legal representative, or transferee, the circuit court, for good cause shown, may order judicial supervision of the winding up of the Company.) The liquidator shall proceed diligently to wind up the affairs of the Company and make final distributions as provided herein and in the South Carolina Limited Liability Company Act. The cost of liquidation shall be borne as a Company expense. Until final distribution of the remaining assets to the members, the liquidator shall continue to operate the Company with all of the power and authority of the members.

[a] Sale of business by liquidator. During the winding up process, the liquidator shall be required to offer the business of the Company for sale as a whole, as a going business. The offer for sale of the business as a going concern shall be conducted in a manner customary for the sale of the business of the type engaged in by the Company, on such terms and conditions as the liquidator deems appropriate in order to maximize the proceeds of such sale. Any member may bid and purchase the business, provided that the liquidator and purchasing member (or former member) must be able to demonstrate that the purchase price and terms so offered or paid are equal or superior to the terms if the business had been sold to an independent third party. In evaluating such sale price it shall be assumed that all remaining members will continue on with the business in their former capacities and that any leases or other contractual relationships between a member(s) and the Company, beneficial to the Company, shall remain in full force and effect. The written appraisal of a qualified appraiser shall be evidence of the equality of the terms of a member offer or purchase, but there shall be no obligation to obtain such an appraisal.

[b] Allocations during windup. During the period of windup and until termination of the Company, the members (including the withdrawn member or any assignees) shall continue to share profits, losses, allocations of income, and distributions in accordance with the ratios and provisions of §6.

[c] Distribution of proceeds of liquidation. The proceeds from liquidation shall be applied and distributed in the following order of priority:

(1) First, to the payment of the debts and liabilities of the Company, except loans or advance that may have been made by any of the members;

(2) Then to the setting up of any reserves which the liquidator may deem necessary for any contingent or unforeseen liabilities or obligations of the Company. Said reserves may be paid over by the liquidator to a bank or trust company acceptable to the liquidator as escrow to be held by it for the purpose of disbursing such reserves in payment of any of such liabilities or obligations, and at the expiration of such period as the liquidator shall deem

advisable, distribute the balance, if any, thereafter remaining, in the manner hereinafter provided;

(3) Then to the repayment of any loans that may have been made by any member to the Company;

(4) Then any balance remaining shall be distributed to the members (including a withdrawing member and any assignees) in accordance with their respective positive capital account balances as provided in §8.3. (No member shall be obligated to restore any negative balance in his or her capital account.)

8.3 Distributions Made in Accordance with Positive Capital Accounts.

[a] Cash distributions. After arranging for the payment of Company debts and obligations, the liquidating members shall distribute the remaining cash to the members in accordance with the positive capital account balances of the members.

[b] Property distributions. If the liquidating members are authorized to do so by a unanimous vote of the members (excluding the vote of any member who is the cause of the Company's dissolution as provided in §8.1(4)), and elect to distribute remaining Company property in kind, the liquidating members shall determine the fair market value of the property and the capital accounts of the members shall be adjusted to reflect the manner in which the unrealized income, gain, loss, and deduction inherent in property that has not been reflected in the capital accounts previously would be allocated among the members if there were a taxable disposition of the property for the fair market value of that property on the date of distribution as provided in Exhibit B. The Company property shall be distributed among the members in accordance with the positive capital account balances of the members, as determined after taking into account all capital account adjustments for the taxable year of the Company during which the liquidation of the Company occurs (other than those made by reason of this clause); and those distributions shall be made, if possible, by the end of the taxable year of the Company during which the liquidation of the Company occurs.

8.4 Deficit Capital Accounts. Notwithstanding anything to the contrary contained in this Agreement, and notwithstanding any custom or rule of law to the contrary, to the extent that the deficit, if any, in the capital account of any member results from or is attributable to deductions and losses of the Company (including non-cash items such as depreciation) or distributions of money pursuant to this Agreement to all members in proportion to their respective shares of profits, upon dissolution of the Company as provided in this Section

8 such deficit shall not be an asset of the Company and such members shall not be obligated to contribute such amount to the Company to bring the balance of such member's capital account to zero.

8.5 Articles of Termination. After the dissolution of the Company pursuant to this Section 8, (other than because of judicial or administrative dissolution), the liquidator shall file articles of termination as provided in §33-44-805 of the South Carolina Code.

SECTION IX - MISCELLANEOUS PROVISIONS

9.1 Books and Records. The Company shall keep at its principal place of business:

- (1) a current and past list, setting forth the full name and last known mailing address of each member set forth in alphabetical order;
- (2) a copy of the Articles of Organization, all amendments thereto, and all other documents filed with the Secretary of State, together with executed copies of any powers of attorney pursuant to which the Articles or any amendment thereto or any filed document has been executed;
- (3) copies of the Company's federal, state, and local tax returns and financial statements, if any, for the six most recent years or, if those returns and statements were not prepared for any reason, copies of the information and statements provided to, or which should have been provided to, the members to enable them to prepare their federal, state, and local tax returns for the period;
- (4) copies of the effective written operating agreement, and all amendments thereto, and copies of any written operating agreements no longer in effect;

9.2 Member's and Former Member's Right to Information. The Company shall provide members and their agents and attorneys access to its records at the Company's principal office. The Company shall provide former members and their agents and attorneys access for proper purposes to records pertaining to the period during which they were members. Such persons shall have the right to inspect and copy such records during ordinary business hours. The reasonable costs of labor and material shall be paid by a member or former member who wishes to copy any such information.

The Company shall furnish to each member, and to the legal representative of any deceased member or member under legal disability:

(1) without demand, information concerning the Company's business or affairs reasonably required for the proper exercise of the member's rights and performance of the member's duties under this Agreement or the Company Act; and

(2) on demand, other information concerning the company's business or affairs, except to the extent the demand or the information demanded is unreasonable or otherwise improper under the circumstances.

Each member has the right upon written request given to the Company to obtain at the Company's expense a copy of this Agreement.

9.3 Accounting Method and Tax Year. The Company shall maintain its books on the cash method of accounting. The Company has adopted a calendar tax year.

9.4 Headings. The headings used in this Agreement have been inserted for convenience only and do not constitute matter to be construed in interpretation.

9.5 Construction. Whenever the context so requires, the gender of all words used in this Agreement includes the masculine, feminine, and neuter, and the singular shall include the plural, and conversely. All references to Sections refers to the Sections of this Agreement, and all references to Exhibits, if any, are to Exhibits attached thereto, if any, each of which is made a part hereof for all purposes. If any portion of this Agreement shall be invalid or inoperative, then, so far as it is reasonable and possible: (A) the remainder of this Agreement shall be considered valid and operative; and (B), effect shall be given to the intent manifested by the portion held invalid or inoperative.

9.6 Entire Agreement. This Agreement (and the Articles of Organization which it amplifies) constitutes the entire agreement of the members, and supersede all prior contracts or agreements with respect to the Company, whether oral or written.

9.7 Effect of Waiver or Consent. A waiver or consent, express or implied, to or of any breach or default by any person in the performance by that person of his or her obligations with respect to the Company is not a consent or waiver to or of any other breach or default in the performance by the person of the same or any other obligations of that person with respect to the Company. Failure on the part of a person to complain of any act or any person or to declare any person in default with respect to the Company, irrespective of how long that failure continues, does not constitute a waiver by the person of his or her rights with respect to that default until the applicable statute of limitations period has run.

9.8 Binding Effect. This Agreement is binding on the members and their respective heirs, legal representatives, successors, and assigns.

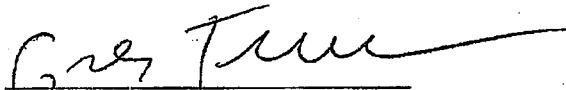
9.9 Governing law. This Agreement is governed by and shall be construed in accordance with the laws of the State of South Carolina.

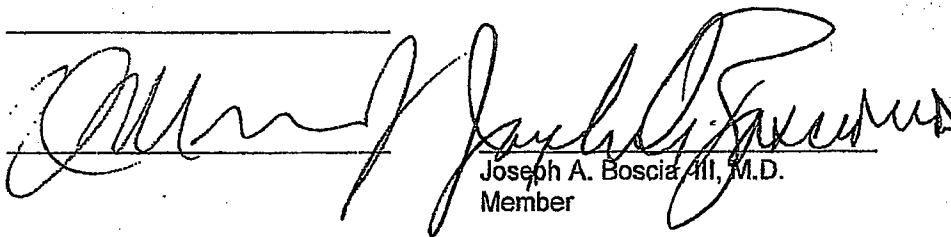
The undersigned, being all the members hereby certify that the foregoing Operating Agreement was unanimously adopted by the members effective as of the _____ day of _____, 2008.

SIGNATURES ON NEXT PAGE

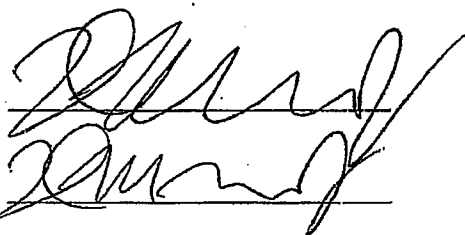
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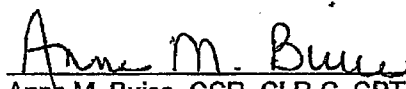


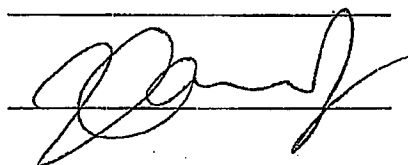

Gregory J. Feldman, M.D.
Member



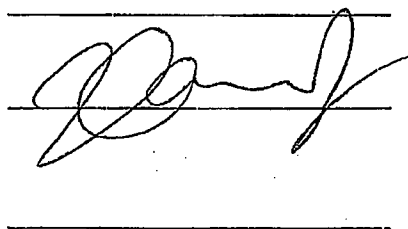
Joseph A. Boscia III, M.D.
Member




Anna M. Buice, CCR, CLR-C, CPT
Member




Steven L. Clemons, RN, BSN, CCRC
Member



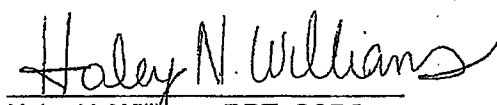

Haley N. Williams, RRT, CCRC
Member

Exhibit A

Description of Each Member's Duties and Responsibilities

Exhibit B

Definition of "Profits and Losses"

As used in this Agreement, the terms "Profits" and "Losses" shall refer to the taxable income or loss of the Company for federal income tax purposes for the fiscal year or other period, determined in accordance with §703(a) IRC (with all items of income, gain, loss, or deduction required to be separately stated pursuant to §703(a)(1) IRC, being included in taxable income or loss for this purpose) with the following adjustments (without duplication):

- (1) Any Company income item that is exempt from income tax and not otherwise taken into account in computing Profits and Losses pursuant to this section shall be added to such taxable income or loss;
- (2) Any expenditures of the Company described in §705(a)(2)(B) IRC (expenditures of the Company not deductible in computing the Company's taxable income and not properly chargeable to a capital account) or treated as such expenditures pursuant to Treas. Reg. §1.704-1(b)(2)(iv)(I) (organization expenditures that the Company elects not to amortize under §709(b) IRC and certain disallowed losses) and not otherwise taken into account in computing Profits and Losses pursuant to this section shall be subtracted from such taxable income or loss;
- (3) Gain or loss from the disposition of Company property with respect to which gain or loss is recognized for federal income tax purposes shall be computed based upon the Gross Asset Value of such property notwithstanding that the adjusted tax basis of such property differs from its Gross Asset Value;
- (4) In the event the Gross Asset Value of any Company asset is adjusted pursuant to clause (2) or (3) of the definition of Gross Asset Value below, the amount of such adjustment shall be treated as an item of gain (if the adjustment increases the Gross Asset Value of the asset) or an item of loss (if the adjustment decreases the Gross Asset Value of the asset) from the disposition of such asset and shall be taken into account for purposes of computing these Profits or Losses;
- (5) In lieu of the depreciation, amortization, and other cost recovery deductions taken into account in computing such taxable income or loss, there shall be taken into account "Depreciation" as defined in this clause (5) for such fiscal year or other period. ("Depreciation" means, for each fiscal year or other period, an amount equal to the depreciation, amortization, or

other cost recovery deduction allowable with respect to an asset for such fiscal year or other period, except that if the Gross Asset Value of an asset differs from its adjusted basis for federal income tax purposes at the beginning of such year or other period, Depreciation shall be an amount which bears the same ratio to such Gross Asset Value as the federal income tax depreciation, amortization, or other cost recovery deduction for such year or other period bears to such beginning adjusted tax basis; provided, however, that if the federal income tax depreciation, amortization, or other cost recovery deduction at the beginning of such fiscal year (or period) is zero, Depreciation shall be determined with reference to such beginning Gross Asset Value using any reasonable method selected by the members.);

(6) To the extent an adjustment to the adjusted tax basis of any Company asset pursuant to IRC §734(b) is required, pursuant to Treas. Reg. §1.704-(b)(2)(iv)(m)(4), to be taken into account in determining capital accounts as a result of a distribution other than in liquidation of a member's Membership Interest in the Company, the amount of such adjustment shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis) from the disposition of such asset and shall be taken into account for purposes of computing Profits or Losses; and

(7) Notwithstanding any other provisions of this definition, any items which are specially allocated pursuant to §6.2 shall not be taken into account in computing Profits and Losses.

Definition of the Term "Gross Asset Value"

As used in this Agreement, "Gross Asset Value" means, with respect to any asset, the asset's adjusted basis for federal income tax purposes, except as follows:

(1) The initial Gross Asset Value of any asset contributed by a member to the Company shall be the gross fair market value of such asset as agreed to by the Company and contributing member.

(2) The Gross Asset Values of all Company shall be adjusted from time to time to equal their respective gross fair market values (taking IRC §7701(g) into account), as agreed to by the members in writing, as of the following times:

(i) the acquisition of an additional interest in the Company by any new or existing member in exchange for more than a *de minimis* capital contribution;

(ii) the distribution by the Company to a member of more than a *de minimi* amount of Company money or other property as consideration for all or a part of a Membership Interest in the Company; and

(iii) the liquidation of the Company within the meaning of Treas. Reg. §1.704-1(b)(2)(ii)(g).

Provided however, that the adjustments pursuant to clauses (i) and (ii) above shall be made only if the members reasonably determine that such adjustments are necessary or appropriate to reflect the relative economic interests of the members in the Company.

(3) The Gross Asset Value of any item of Company assets distributed to any member shall be adjusted to equal the gross fair market value (taking IRC §7701(g) into account) of such asset on the date of distribution as determined by the members; and

(4) The Gross Asset Value of Company assets shall be increased (or decreased) to reflect any adjustments to the adjusted basis of such assets pursuant to IRC §734(b) or §743(b) but only to the extent that such adjustments are taken into account in determining capital accounts pursuant to Treas. Reg. §1.704-1(b)(2)(iv)(m). Provided, however, that Gross Asset Values shall not be adjusted pursuant to this clause (4) to the extent that an adjustment pursuant to clause (2) is required in connection with a transaction that would otherwise result in an adjustment pursuant to this clause (4).

If the Gross Asset Value of an asset has been determined or adjusted pursuant to clause (2) or (4), such Gross Asset Value shall thereafter be adjusted by the Depreciation (as defined in this Exhibit B) taken into account with respect to such asset, for purposes of computing Profits and Losses.

Exhibit C

Special Allocations

6.2 Special Allocations. The following Special Allocations shall be made in the following order:

[a] Minimum Gain Charge back. Except as otherwise provided in Treas. Reg. §1.704-2(f), if there is a net decrease in Company Minimum Gain during any fiscal year, each member shall be specially allocated items of Company income and gain for such fiscal year (and, if necessary, subsequent years) in an amount equal to such member's share of the net decrease in Company Minimum Gain, determined in accordance with Treas. Reg. §1.704-2(g). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each member pursuant thereto. The items to be so allocated shall be determined in accordance with Treas. Regs. §1.704-2(f)(6) and §1.704-2(j)(2). This §6.2(a) is intended to comply with the minimum gain charge back requirement in Treas. Regs. §1.704-2(f) and shall be interpreted consistently therewith.

[b] Member Minimum Gain Charge back. Except as otherwise provided in Treas. Reg. §1.704-2(i)(4), notwithstanding any other provision in this §6, if there is a net decrease in Member Nonrecourse Debt Minimum Gain attributable to a Member Nonrecourse Debt during any fiscal year, each member who has a share of the Member Nonrecourse Debt Minimum Gain attributable to such Member Nonrecourse Debt, determined in accordance with Treas. Reg. §1.704-2(i)(5), shall be specially allocated items of Company income and gain for such fiscal year (and, if necessary, subsequent years) in an amount equal to such member's share of the net decrease in Member Nonrecourse Debt, determined in accordance with Treas. Reg. §1.704-2(i)(4). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each member pursuant thereto. The items to be so allocated shall be determined in accordance with Treas. Reg. §1.704-2(i)(4) and §1.704-2(j)(2). This §6.2(b) is intended to comply with the minimum gain charge back requirement in Treas. Reg. §1.704-2(i)(4) and shall be interpreted consistently therewith.

[c] Qualified Income Offset. In the event any member unexpectedly receives any adjustments, allocations, or distributions described in Treas. Regs. §1.704(b)(2)(ii)(d)(4), (5), or (6), items of Company income and gain shall be specially allocated to such member in an amount and manner sufficient to eliminate, to the extent required by the Treasury Regulations, the Adjusted Capital Account Deficit of the member as quickly as possible, provided that an allocation pursuant to this §6.2(c) shall be made only if and to the extent that the member would have

an Adjusted Capital Account Deficit after all other allocations provided for in this §6 have been tentatively made as if this §6.2(c) were not in this Agreement.

[d] Gross Income Allocation. In the event any member has an Adjusted Capital Account Deficit at the end of any fiscal year, such member shall be specially allocated items of Company income and gain in the amount of such deficit as quickly as possible, provided that an allocation pursuant to this §6.2(d) shall be made only if and to the extent that such member would have an Adjusted Capital Account Deficit after all other allocations provided for in this §6 have been made as if §6.2(c) and this §6.2(d) were not in this Agreement.

[c] Nonrecourse Deductions. Nonrecourse Deductions for any fiscal year shall be specially allocated to the members in proportion to their share of Profits and Losses.

[f] Member Nonrecourse Deductions. Any Member Nonrecourse Deductions for any fiscal year shall be specially allocated to the member who bears the economic risk of loss with respect to the Member Nonrecourse Debt to which such Member Nonrecourse Deductions are attributable in accordance with Treas. Reg. §1.704-2(i)(1).

[g] Ordering. The allocations in this §6.2 to the extent they apply shall be made before the allocations of Profits and Losses under §6.1 and in the order in which they appear above.

[h] Section 754 Adjustments. To the extent an adjustment to the adjusted tax basis of any Company asset pursuant to IRC §734(b) or IRC §743(b) is required, pursuant to Treas. Reg. §1.704-1(b)(2)(iv)(m)(2) or (m)(4), to be taken into account in determining capital accounts as a result of a distribution to a member in complete liquidation of such member's interest in the Company, the amount of such adjustment to capital accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis) and such gain or loss shall be specially allocated to the members in accordance with their interests in the Company in the event Treas. Reg. §1.704-1(b)(2)(iv)(m)(2) applies, or to the member to whom such distribution was made in the event Treas. Reg. §1.704-1(b)(2)(iv)(m)(4) applies.

[i] Curative Allocations. The Allocations set forth in §6.2(a) through §6.2(h), "Regulatory Allocations," are intended to comply with certain requirements of the Treasury Regulations. It is the intent of the members that, to the extent possible, all such Regulatory Allocations shall be offset either with other Regulatory

Allocations or with special allocations of other items of Company income, gain, loss or deduction pursuant to this §6.2(i). Therefore, notwithstanding any other provision of this §6 (other than the Regulatory Allocations), the members shall make such offsetting special allocations of Company income, gain, loss or deduction in whatever manner they determine appropriate so that, after such offsetting allocations are made, each member's Capital Account balance is, to the extent possible, equal to the Capital Account balance such member would have had if the Regulatory Allocations were not part of this Agreement and all Company items were allocated pursuant to §6.1 (based upon each member's initial capital contributions).

(i) Definitions. The following terms shall for purposes of this §6.2 and elsewhere in this Agreement have the following definitions:

(A) "Adjusted Capital Account Deficit" means with respect to any member (or assignee), the deficit balance, if any, in such member's capital account as of the end of the relevant fiscal year, after giving effect to the following adjustments:

(i) Credit to such capital account any amount which such member is deemed to be obligated to restore pursuant to the next to the last sentences in Treas. Regs. §1.704-2(g)(1) and §1.704-2(i)(5); and

(ii) Debit to such capital account the items described in Treas. Reg. §§1.704-1(b)(2)(ii)(d)(4), (5), and (6).

The foregoing definition of "Adjusted Capital Account Deficit" is intended to comply with the provisions of Treas. Reg. §1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith.

(B) "Company Minimum Gain" shall have the same meaning as "partnership minimum gain" as set forth in Treas. Reg. §1.704-2(b)(2).

(C) "Member Nonrecourse Debt" has the same meaning as "partner nonrecourse debt" as set forth in Treas. Reg. §1.704-2(b)(4).

(D) "Member Nonrecourse Debt Minimum Gain" has the same meaning as "partner nonrecourse debt minimum gain" as set forth in Treas. Reg. §1.704-2(i)(2).

(E) "Member Nonrecourse Deductions" has the same meaning as "partner nonrecourse deductions" as set forth in Treas. Reg. §1.704-2(i)(1).

(G) "Nonrecourse Deductions" has the same meaning as is set forth in Treas. Reg. §1.704-2(b)(1).

(H) "Nonrecourse Liability" has the same meaning set forth in Treas. Reg. §1.704-2(b)(3).

PARHAM & SMITH, L.L.C.

Attorneys At Law

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BARNEY O. SMITH, JR.
(1952-1996)

April 16, 2012

Ashby W. Davis, Esq.
Davis & Snyder, PA
5 Hawthorne Park Court
Greenville, SC 29615

Re: Bruce v. Greenville Pharmaceutical Research, Inc, et al.
C.A. No.: 2011-CP-23-6967

Dear Ashby:

I hope this letter finds you well.

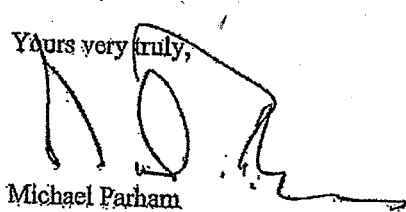
I am writing to inform you that we have been reviewing the pertinent documents in this matter as we continue along the road to discovery. We came upon GPR00687, which discusses compensation for injury. We believe it is feasible to bring a claim against the sponsor "GSK" and wanted to give you a heads up that a Motion to Amend the Complaint in that regard may be forthcoming.

Again, I wish we could bring this matter to an amicable conclusion; however, it looks like John is going to have to exhaust all remedies in order to achieve compensation.

We recognize that arguments can swing both ways on this issue and that various indemnification agreements might exist about which we are unaware. However, I just wanted to let you know that there may be another party out there who is potentially liable.

I remain,

Yours very truly,


Michael Parham

MP: ae

Enclosure

CC: Milton Mann, Esq.
1089 Boiling Springs Rd.
Spartanburg, SC 29303

Sam McEwen
2000 Center Point Drive
Suite 2275
Columbia, SC 29210

Informed Consent
Protocol No.: DB2113120

SCHULMAN APPROVED
IRB # 09-8228-0
DATE: December 16, 2009

COMPENSATION FOR INJURY

If you are physically injured by the study drug or a procedure that is performed only because you are participating in this study and you have followed the directions of the study staff, the sponsor (GSIC) will cover the medical expenses necessary to treat the injury. There are no plans to provide other compensation beyond that which is listed in this informed consent document. You will not lose any of your legal rights or release the sponsor, the study doctor, the study staff or study site from liability for mistakes or intentional misconduct by signing this consent document. If you are injured during this study, the study doctor will discuss with you the available medical treatment options.

COSTS

There will be no charge to you for your participation in this study. The study drug, study-related procedures, and study visits will be provided at no charge to you or your insurance company.

You and your insurance company will continue to pay for your regular health care.

EMERGENCY CONTACT / IRB CONTACT

During the study, if you experience any medical problems, suffer a research-related injury, or have questions, concerns or complaints about the study, please contact the study doctor at the telephone number listed on page one of this consent document. If you seek emergency care, or hospitalization is required, alert the treating physician that you are participating in a research study being conducted by the study doctor listed on page one of this document.

If you have any questions about your rights as a research subject, and/or concerns or complaints regarding this research study, you should write Schulman Associates, 4290 Glendale-Milford Road, Cincinnati, Ohio 45242, or call toll-free 1-888-557-2472 during business hours Monday - Friday 8:00 a.m. to 4:30 p.m. EST.

VOLUNTARY PARTICIPATION / WITHDRAWAL

Your decision to participate in this study is voluntary. You may choose to not participate or you may withdraw from the study for any reason without penalty or loss of benefits to which you are otherwise entitled and without any effect on your future medical care.

Version Date: December 16, 2009

Page 13 of 18


GPR 00687

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

RELEASE

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, John L. Bruce and Marilyn Bruce, for and in consideration of the sum of Three Hundred and Twenty-Five Thousand Dollars (\$325,000.00), paid in hand by Greenville Pharmaceutical Research, Inc., and MAG Mutual Insurance Company, the receipt of which is hereby acknowledged, we being of lawful age, for ourselves, our heirs, administrators, executors, grantees, successors and assigns DO HEREBY RELEASE AND FOREVER DISCHARGE Greenville Pharmaceutical Research, Inc.; Glaxo-SmithKlein; Schulman Associates IRB; and MAG Mutual Insurance Company and their successors and assigns, each of their associates, heirs, executors, stockholders, officers, agents, representatives, servants, employees, and purchasers, whether herein named or referred to or not, of and from: any and every claim, demand, right or cause of action of whatever kind or nature, whether in law or equity, and/or any liability arising from, growing out of or in any way connected with: any injury, injuries and/or damage to the property or persons of John L. Bruce and Marilyn Bruce, which is alleged to have been caused by or a result of or related in any way to treatment rendered or actions taken by Greenville Pharmaceutical Research, Inc., and/or which is related in any way to each and every cause of action, whether in law or in equity, arising out of, encompassed in or in any way related to the litigation styled John L. Bruce and Marilyn Bruce v. Greenville Pharmaceutical Research, Inc. and Alliance Biomedical Group, Civil Action No., 2011-CP-23-6967 filed in the Greenville County Court of Common Pleas for the State of South Carolina, for which the undersigned has claimed the said Greenville Pharmaceutical Research, Inc. and MAG Mutual Insurance Company to be legally liable, all of which liability is expressly denied.

The undersigned agrees that neither they nor their attorney nor their representatives shall reveal to anyone, other than as may be mutually agreed upon in writing, any of the terms of this Settlement Agreement, receipt and general Release in full, or any of the amounts, numbers, or terms and conditions or any sums payable to John L. Bruce and Marilyn Bruce hereunder.

The undersigned understands that this settlement is a compromise of a doubtful and disputed claim and that payment is not to be construed as an admission of liability on the part of Greenville Pharmaceutical Research, Inc., and that any such alleged liability is expressly denied.

John L. Bruce and Marilyn Bruce hereby assume any and all responsibility for the payment, if any, of any liens for medical payments made in their behalf for medical care rendered by any and all healthcare providers, relating to any medical treatment which is the subject of the above-cited lawsuit and settlement herein which may exist on behalf of any health insurance company, Medicare, or Medicaid.

Further, Parham & Smith, LLC, acknowledge, to the extent allowed by law, their firm will not bring any suits, now or in the future, against any entity owned, in whole or in part, by Gregory J. Feldman and/or Joseph A. Boscia, III, and/or Anna Buice, and/or Steve Clemons and/or Haley Williams, including, but not limited to the entities listed in Exhibit A attached hereto.

IN WITNESS WHEREOF, we hereunto each set our hand and seal this 1 day of October, 2012.

Ratit Jani
Witness
Phyllis Edwards
Witness

READ CAREFULLY BEFORE SIGNING

Marilyn Bruce as personal representative of the estate of John L. Bruce
John L. Bruce
Marilyn Bruce
Marilyn Bruce

Donna Yitty
Witness

S. Blakely Smith
S. Blakely Smith, Esquire for
Parham & Smith, LLC

On this 1st day of October, 2012, before me personally appeared John L. Bruce and Marilyn Bruce to me known to be the persons named in and who executed the above Release, and acknowledge that they executed the same as their own free act and deed.

SWORN to before me this 1st
day of October, 2012.

Notary Public for South Carolina

My commission expires: 6-6-15

Ashlee Edwards

EXHIBIT A

Upstate Lung & Critical Care Specialists, PC
Greenville Pharmaceutical Research, Inc.
Alliance Biomedical Research, LLC
Greenville Research Properties, LLC
FB&E, LLC
FBE&D, LLC
S. Carolina Pharmaceutical Research, Inc.
North Grove Medical Investors, LLC
Upstate Chest Partners, LLC
Upstate Lung Investors, LLC
S. Carolina Investors, LLC
Roper Circle Medical Investors, LLC
Westside Vision, LLC
Alliance Biomedical Group International, LLC
Duluth Biomedical Research, LLC
Duluth Medical Investors, LLC
Clinchfield, LLC
Reedy River Medical Investors, LLC
Union Pharmaceutical Research, Inc
Gaffney Medical Investors, LLC
Gaffney Pharmaceutical Research, Inc
Pharmacircuit, LLC
M&F Westside, LLC

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

IN THE PROBATE COURT
CASE NO. 2012ES2301832

IN THE MATTER OF:
JOHN L BRUCE - Deceased

CERTIFICATE OF APPOINTMENT

This is to certify that

MARILYN JAMES BRUCE

is the duly qualified

- ☒ Personal Representative
☐ Guardian
☐ Conservator
☐ Trustee

in the above matter and that this appointment having been executed on the 17th day of September, 2012, is now in full force and effect, including authorization to receive all monies, income, principal, interest & dividends of and belonging to said estate.

RESTRICTIONS:

Executed September 17, 2012

Deborah A. Faulkner
Deborah A. Faulkner
Probate Court Judge (By JSS)

1786

Do not accept a copy of this certificate
without the raised seal of the Probate Court.

Re: Here is my dispute with Milton

Subject: Re: Here is my dispute with Milton
From: Milton Mann <miltymann@gmail.com>
Date: 3/19/2012 9:22 PM
To: "Greg Feldman, MD" <gfeld3232@aol.com>
CC: "Steve@greenvillemedresearch.com" <Steve@greenvillemedresearch.com>,
"milton.mann@gmail.com" <milton.mann@gmail.com>

Here is a brief legal education for our fearless leader in an effort to resolve any and all disputes within our camp. First, an LLC can own part or all of another company/business entity. Second, the "Alliance" website has created an inference that ABR has an ownership interest in GPR. It really is that simple. Class dismissed. Steve see you in the am.

Milton Mann
864 680 5079 cell

Sent from my iPad

On Mar 19, 2012, at 9:02 PM, "Greg Feldman, MD" <gfeld3232@aol.com> wrote:

GPR has vicarious liability for actions of "Sandra" but not Dr. Walker-contractor
But Alliance cannot Possibly have Vicarious Liability for Actions of GPR even if Alliance owned GPR

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

From: Greg Feldman, MD <gfeld3232@aol.com>
To: Steve <Steve@greenvillemedresearch.com>; milton.mann <milton.mann@gmail.com>
Sent: Mon, Mar 19, 2012 8:54 pm
Subject: Here is my dispute with Milton

Vicarious liability is a form of strict, secondary liability that arises under the common law doctrine of agency - respondeat superior - the responsibility of the superior for the acts of their subordinate, or, in a broader sense, the responsibility of any third party that had the "right, ability or duty to control" the activities of a violator.

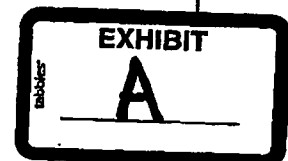
It can be distinguished from contributory liability, another form of secondary liability, which is rooted in the tort theory of enterprise liability.

http://en.wikipedia.org/wiki/Vicarious_liability

Milton would just not comment how is Corporation can Have Respondeant Superior liability not toward violator-individual Sandra ☺ ☺
It cannot it can only have enterprise liability..I think that is to keep my grand design at bay

There is no probable cause without naming "Sandra" ☺

ELECTRONICALLY FILED - 2016 Jun 02 4:38 PM - PICKENS - COMMON PLEAS - CASE#2014CP3900350



**Pages were removed per
Order of the Court**

568 - 584

585 - 600

FILE COPY

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	THIRTEENTH JUDICIAL CIRCUIT
COUNTY OF PICKENS	)	
	)	
Alliance Biomedical Research, LLC,	)	
	)	
Plaintiff,	)	PLAINTIFF'S RESPONSES TO
	)	REQUESTS FOR ADMISSION
vs.	)	
	)	
Judith H. Parham, Personal Representative	)	
of the Estate of David Michael Parham,	)	C.A. No. 2014-CP-39-350
Deceased, and Parham & Smith, LLC.	)	
	)	
Defendant.	)	

TO: JEFFREY M. BOGDAN, ESQUIRE, Attorney for Defendants:

Now comes the Plaintiff, Alliance Biomedical Research, LLC (hereinafter "ABR"),
responding to Defendants Requests for Admission:

1. Admit that Defendants were acting in their role as attorneys for John L. Bruce and
Marilyn Bruce at all times relevant to the lawsuit styled John L. Bruce and Marilyn Bruce v.
Greenville Pharmaceutical Research, Inc. and Alliance Biomedical Group, 2011-CP-23-
125(hereinafter the "Underlying Litigation").

RESPONSE: Deny.

2. Admit that the Defendants were acting solely on behalf of their clients John L.
Bruce and Marilyn Bruce at all times relevant to the Underlying Litigation.

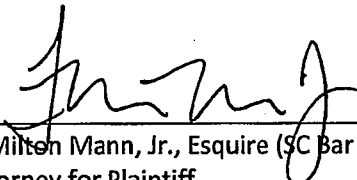
RESPONSE: Deny.

3. Admit that the Defendants had no personal interest, aside from earning a fee, in bringing or maintaining the Underlying Litigation.

RESPONSE: Deny.

4. Admit that the Defendants always acted primarily for the purpose of aiding their clients John L. Bruce and Marilyn Bruce in obtaining a proper adjudication of their clients' claims in the Underlying Litigation.

RESPONSE: Deny.

By: 

F. Milton Mann, Jr., Esquire (SC Bar No. 68250)
Attorney for Plaintiff
151 Harold Fleming Court
Spartanburg, SC 29303
864/680-5079
Milton.Mann@gmail.com

February 17, 2016

FILE COPY

STATE OF SOUTH CAROLINA)

IN THE COURT OF COMMON PLEAS
THIRTEENTH JUDICIAL CIRCUIT

COUNTY OF PICKENS)

Alliance Biomedical Research, LLC,)

Plaintiff,)

VERIFICATION

vs.)

Judith H. Parham, Personal Representative
of the Estate of David Michael Parham,
Deceased, and Parham & Smith, LLC.)

C.A. No. 2014-CP-39-350

Defendant.)
_____)

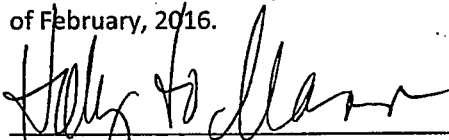
PERSONALLY appeared before me, GREGORY J. FELDMAN, M.D., who, after first
being duly sworn, says: that he is the Plaintiff in the foregoing action; that he has read
the foregoing Responses to Requests for Admission; that the statements contained
therein are true to the best of his knowledge.

 (SEAL)

Gregory J. Feldman, MD, Member
Alliance Biomedical Research, LLC

SWORN TO AND SUBSCRIBED

Before me this 17th day
of February, 2016.

 (SEAL)

Notary Public for South Carolina
My commission expires: September 12, 2016

**Pages were removed per
Order of the Court**

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STATE OF SOUTH CAROLINA .	)	IN THE COURT OF COMMON PLEAS
	)	THIRTEENTH JUDICIAL CIRCUIT
COUNTY OF PICKENS	)	
	)	
Alliance Biomedical Research, LLC,	)	
	)	
Plaintiff,	)	PLAINTIFF'S 2 nd AMENDED RESPONSES TO
	)	DEFENDANTS' REQUEST FOR PRODUCTION
vs.	)	
	)	
Judith H. Parham, Personal Representative	)	
of the Estate of David Michael Parham,	)	C.A. No. 2014-CP-39-350
Deceased, and Parham & Smith, LLC.	)	
	)	
Defendant.	)	
	)	

TO: JEFFREY M. BOGDAN, ESQUIRE, Attorney for Defendants:

Plaintiff hereby responds to Defendants' Request for Production of Documents as follows:

I. RESERVATION OF RIGHTS

1. Responding to the Request for Production of Documents, Plaintiff does not waive any objections which may be appropriate either to (a) use by Plaintiff of any document produced for any purpose or (b) the materiality of any of the Request for Production of Documents to any such issue in the case.
2. Plaintiff specifically reserves all rights to objections which may otherwise be available to it and further states that no response should be deemed which may otherwise be available to it and further states that no response should be deemed as an admission of relevancy, materiality or admissibility into evidence of any particular request of the response thereto. Plaintiff further reserves the right to alter or amend its answers to be more accurate if other information becomes available to it at a subsequent time.
3. The answers herein are subject to the rights of the Plaintiff to object and not be bound at any time to a demand for a further purpose to these or other requests or other discovery procedures.

II. GENERAL OBJECTIONS

1. Plaintiff objects to said Requests to Produce to the extent they seek documents or other tangible things prepared in anticipation of litigation or trial by or for Plaintiff or Plaintiff's representatives.
2. Plaintiff objects to said Requests to Produce to the extent they seek information covered by an attorney-client privilege or other privilege as provided by law.
3. Plaintiff object to said Request to Produce to the extent they seek disclosure of mental impressions, conclusions, opinions, and legal theories of the Plaintiff or Plaintiff's attorneys or representatives concerning this litigation.

Subject to the foregoing objections, which are hereby incorporated into each and every response below, Plaintiff hereby responds to the first Requests to Produce as follows:

III. ANSWERS TO REQUESTS FOR PRODUCTION

1. Copies of all statements given by any owner, investor, member, manager, officer, director, employee, or other representative of Plaintiff Alliance Biomedical Research, LLC (hereinafter "Plaintiff" or Alliance") which are in the possession of the Plaintiff or its attorneys, whether written or recorded or on a tape recorder or otherwise, which relate to the matters complained of in the Amended Complaint herein.

RESPONSE:

Depositions of Gregory J. Feldman, M.D. taken on March 12, 2012.

Deposition of Anna Marie Buice taken on March 20, 2012.

Depositions of Steven Lee Clemons taken on December 2, 2011 and March 20, 2012.

These depositions were taken pursuant to the underlying lawsuit styled John L. Bruce and Marilyn Bruce v. Greenville Pharmaceutical Research, Inc. and Alliance Biomedical Group.

2. Copies of any and all statements given by either eye witnesses or other witnesses to the incidents and matters complained of in the Amended Complaint herein which are in the possession of the Plaintiff or its attorneys, whether written or recorded or on a tape recorder or otherwise.

RESPONSE:

Depositions of Gerald H. Sokol, M.D. taken on February 24, 2012 and June 1, 2012.
Deposition of John L. Bruce taken on April 16, 2012.
Deposition of Robert Walker, M.D., taken on April 10, 2012.

These depositions were taken pursuant to the underlying lawsuit styled John L. Bruce and Marilyn Bruce v. Greenville Pharmaceutical Research, Inc. and Alliance Biomedical Group.

3. Copies of any and all correspondence between the Plaintiff and any person or entity, particularly Greenville Pharmaceutical Research, Inc. (hereinafter "GPR"), which relate to the matters complained of in the Amended Complaint.

RESPONSE:

All responsive documents, emails, including the entire case-file relating to the underlying litigation, has been provided to Legal Eagle, Inc. for copying.

4. Copies of any and all statements, memoranda, bills or other materials which substantiate or relate to the claimed damages sustained by the Plaintiff herein.

RESPONSE:

Deposition and travel invoices totaling \$3,954.19 attached hereto.

Letter dated March 11, 2016 from J. Scott Keim, CPA and Chief Financial Officer for ABR, along with the supporting exhibits.

Financial records for ABR, which will be obtained from Mr. Keim and provided to Defendants' counsel by Friday, March 25, 2016.

Financial records for Duluth Biomedical Research, LLC which will be obtained from Mr. Keim and provided to Defendants' counsel by Friday, March 25, 2016.

Financial records for Hendersonville Pharmaceutical Research, LLC which will be obtained from Mr. Keim and provided to Defendants' counsel by Friday, March 25, 2016.

5. All photographs, sketches, or diagrams relating in any way to the allegations of the Plaintiff's Amended Complaint.

RESPONSE:

None.

6. Any and all reports, correspondence or memoranda of any and all expert witnesses upon which the Plaintiff intends to rely in proving its claims.

RESPONSE:

At this time, no expert witness has been retained, but supplemental, responsive documents may be produced at a later date.

7. Copies of all records sent to any expert witness who the Plaintiff intends to call to testify at trial of this case.

RESPONSE:

At this time, no expert witness has been retained, but supplemental, responsive documents may be produced at a later date.

8. Copies of all documents, records or other information upon which any expert witness who the Plaintiff intends to testify at trial of this case relied in formulating opinions.

RESPONSE:

At this time, no expert witness has been retained, but supplemental, responsive documents may be produced at a later date.

9. Reports or projections of any accountants, economist or other financial consultants concerning past or prospective economic damages, including but not limited to loss of money, loss of income, loss of income producing capacity, damage to reputation, or loss of privacy related to the Plaintiff.

RESPONSE:

Letter dated March 11, 2016 from J. Scott Keim, CPA and Chief Financial Officer for ABR, along with the supporting exhibits.

Financial records for ABR, which will be obtained from Mr. Keim and provided to Defendants' counsel by Friday, March 25, 2016.

Financial records for Duluth Biomedical Research, LLC which will be obtained from Mr. Keim and provided to Defendants' counsel by Friday, March 25, 2016.

Financial records for Hendersonville Pharmaceutical Research, LLC which will be obtained from Mr. Keim and provided to Defendants' counsel by Friday, March 25, 2016.

10. Copies of all exhibits or other documents, including those to be used for demonstrative purposes, to impeach witnesses, or to be used in the direct examination or cross examination of any witness, which may be used in the trial of this case.

RESPONSE:

Notice of Intent to File Suit, John L. Bruce and Marilyn Bruce v. Greenville Pharmaceutical Research, Inc. and Alliance Biomedical Group, Case No. 2011-CP-23-4661, filed July 13, 2011.

Complaint and Wrongful Death & Survival Complaint in Waiting, John L. Bruce and Marilyn Bruce v. Greenville Pharmaceutical Research, Inc. and Alliance Biomedical Group, Case No. 2011-CP-23-6967, filed October 20, 2011.

Defendant, Alliance Biomedical Research, LLC's Answer to Plaintiffs' Interrogatories, John L. Bruce and Marilyn Bruce v. Greenville Pharmaceutical Research, Inc. and Alliance Biomedical Group, Case No. 2011-CP-23-6967, submitted November 10, 2011.

Defendant, Alliance Biomedical Research, LLC's Answer to Plaintiffs' Requests for Production of Documents, John L. Bruce and Marilyn Bruce v. Greenville Pharmaceutical Research, Inc. and Alliance Biomedical Group, Case No. 2011-CP-23-6967, submitted November 14, 2011.

Defendant, Alliance Biomedical Research, LLC's Motion to Dismiss Plaintiffs' Complaint as to Defendant Alliance Biomedical Research, LLC, John L. Bruce and Marilyn Bruce v. Greenville Pharmaceutical Research, Inc. and Alliance Biomedical Group, Case No. 2011-CP-23-6967, filed November 17, 2011.

Defendant, Alliance Biomedical Research, LLC's Answer to Plaintiffs' Complaint, John L. Bruce and Marilyn Bruce v. Greenville Pharmaceutical Research, Inc. and Alliance

Biomedical Group, Case No. 2011-CP-23-6967, filed November 23, 2011.

Stipulation of Dismissal of Defendant Alliance Biomedical Group with Prejudice, John L. Bruce and Marilyn Bruce v. Greenville Pharmaceutical Research, Inc. and Alliance Biomedical Group, Case No. 2011-CP-23-6967, filed May 14, 2012.

Depositions of Gregory J. Feldman, M.D. taken on March 12, 2012.

Deposition of Anna Marie Buice taken on March 20, 2012.

Depositions of Steven Lee Clemons taken on December 2, 2011 and March 20, 2012.

Depositions of Gerald H. Sokol, M.D. taken on February 24, 2012 and June 1, 2012.

Deposition of John L. Bruce taken on April 16, 2012.

Deposition of Robert Walker, M.D., taken on April 10, 2012.

These depositions were taken pursuant to the underlying lawsuit styled John L. Bruce and Marilyn Bruce v. Greenville Pharmaceutical Research, Inc. and Alliance Biomedical Group.

Letter from Parham to Greenville Pharmaceutical Research, Inc.'s medical defense attorney dated April 16, 2012, threatening to sue GlaxoSmithKline.

Draft of letter from Parham to Schulman Associates dated June 4, 2012 threatening action against GlaxoSmithKline.

11. Copies of any and all records or documents identified by the Plaintiff in its answer to Interrogatories.

RESPONSE:

All responsive documents, emails, including the entire case-file relating to the underlying litigation, has been provided to Legal Eagle, Inc. for copying.

Deposition and travel invoices totaling \$3,954.19 attached hereto.

Letter dated March 11, 2016 from J. Scott Keim, CPA and Chief Financial Officer for ABR, along with the supporting exhibits.

Financial records for ABR, which will be obtained from Mr. Keim and provided to Defendants' counsel by Friday, March 25, 2016.

Financial records for Duluth Biomedical Research, LLC which will be obtained from Mr. Keim and provided to Defendants' counsel by Friday, March 25, 2016.

Financial records for Hendersonville Pharmaceutical Research, LLC which will be obtained from Mr. Keim and provided to Defendants' counsel by Friday, March 25, 2016.

12. Copies of any and all records or documents received by the Plaintiff in response to a Freedom of Information Act request, subpoena, or any other request for documents and/or records.

RESPONSE:

None.

13. Copies of any code, regulation, custom or standard which you contend Defendant violated.

RESPONSE:

Plaintiff objects to this request as vague and ambiguous. Plaintiff's Complaint adequately alleges the causes of action as held by this Court's Order dated October 15, 2014, signed by the Honorable Steven H. John.

14. Copies of any periodical, journal, text, paper or other publication of any kind, to which the Plaintiff intends to refer, or about which the Plaintiff intends to ask any questions, during the examination or cross-examination of any witnesses at trial or during any deposition.

RESPONSE:

Plaintiff has produced the attachments to Dr. Gregory J. Feldman's deposition and may provide a supplemental response at a future date.

15. Copies of the Plaintiff's federal and state income tax returns from 2010 to present.

RESPONSE:

2010 Federal and State Tax Returns
2011 Federal and State Tax Returns
2012 Federal and State Tax Returns
2013 Federal and State Tax Returns
2014 Federal and State Tax Returns

16. Copies of all correspondence in any form between Plaintiff and GPR, including but not limited to (a) correspondence regarding the lawsuit styled John L. Bruce and Marilyn Bruce v. Greenville Pharmaceutical Research, Inc. and Alliance Biomedical Group, 2011-CP-23-125 (hereinafter "Underlying Litigation"), (b) correspondence regarding the Underlying Litigation action, and (c) correspondence regarding this action.

RESPONSE:

All responsive documents, emails, including the entire case-file relating to the underlying litigation, has been provided to Legal Eagle, Inc. for copying.

17. Copies of Plaintiff's South Carolina Secretary of State filings and corporate formation documents, including but not limited to Article of Incorporation, Operating Agreement, ByLaws, and any amendments thereto.

RESPONSE:

Certificate of Existence dated May 21, 2007.
Articles of Organization filed May 21, 2007.
Operating Agreement of Alliance Biomedical Research, LLC.

18. Copies of all of the Plaintiff's SEC filings.

RESPONSE:

None.

19. Copies of all documents or other evidence that supports Plaintiff's allegations that the Underlying Litigation "was purely at the insistence of Parham" as is alleged in Paragraph 17 of the Amended Complaint.

RESPONSE:

Complaint and Wrongful Death & Survival Complaint in Waiting, John L. Bruce and Marilyn Bruce v. Greenville Pharmaceutical Research, Inc. and Alliance Biomedical Group, Case No. 2011-CP-23-6967, filed October 20, 2011.

Deposition of John L. Bruce taken on April 16, 2012.

20. Copies of all documents or other evidence that supports Plaintiff's allegation that "Parham was reminded, yet again, that he had included a party without any business relationship with his client," as is alleged in Paragraph 21 of the Amended Complaint.

RESPONSE:

Defendant, Alliance Biomedical Research, LLC's Answer to Plaintiffs' Interrogatories, John L. Bruce and Marilyn Bruce v. Greenville Pharmaceutical Research, Inc. and Alliance Biomedical Group, Case No. 2011-CP-23-6967, submitted November 10, 2011.

Defendant, Alliance Biomedical Research, LLC's Answer to Plaintiffs' Requests for Production of Documents, John L. Bruce and Marilyn Bruce v. Greenville Pharmaceutical Research, Inc. and Alliance Biomedical Group, Case No. 2011-CP-23-6967, submitted November 14, 2011.

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Defendant, Alliance Biomedical Research, LLC's Answer to Plaintiffs' Complaint, John L. Bruce and Marilyn Bruce v. Greenville Pharmaceutical Research, Inc. and Alliance Biomedical Group, Case No. 2011-CP-23-6967, filed November 23, 2011.

Stipulation of Dismissal of Defendant Alliance Biomedical Group with Prejudice, John L. Bruce and Marilyn Bruce v. Greenville Pharmaceutical Research, Inc. and Alliance Biomedical Group, Case No. 2011-CP-23-6967, filed May 14, 2012.

Depositions of Gregory J. Feldman, M.D. taken on March 12, 2012.

Deposition of Anna Marie Buice taken on March 20, 2012.

Depositions of Steven Lee Clemons taken on December 2, 2011 and March 20, 2012.

Depositions of Gerald H. Sokol, M.D. taken on February 24, 2012 and June 1, 2012.

Deposition of John L. Bruce taken on April 16, 2012.

Deposition of Robert Walker, M.D., taken on April 10, 2012.

These depositions were taken pursuant to the underlying lawsuit styled John L. Bruce and Marilyn Bruce v. Greenville Pharmaceutical Research, Inc. and Alliance Biomedical Group.

21. Copies of all documents or other evidence that supports Plaintiff's allegation that "the continuation of the [U]nderlying [L]itigation against Plaintiff was done for ulterior purposes to pressure GPR," as is alleged in Paragraph 26 of the Amended Complaint.

RESPONSE:

Notice of Intent to File Suit, John L. Bruce and Marilyn Bruce v. Greenville Pharmaceutical Research, Inc. and Alliance Biomedical Group, Case No. 2011-CP-23-4661, filed July 13, 2011.

Complaint and Wrongful Death & Survival Complaint in Waiting, John L. Bruce and Marilyn Bruce v. Greenville Pharmaceutical Research, Inc. and Alliance Biomedical Group, Case No. 2011-CP-23-6967, filed October 20, 2011.

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Defendant, Alliance Biomedical Research, LLC's Answer to Plaintiffs' Complaint, John L. Bruce and Marilyn Bruce v. Greenville Pharmaceutical Research, Inc. and Alliance Biomedical Group, Case No. 2011-CP-23-6967, filed November 23, 2011.

Stipulation of Dismissal of Defendant Alliance Biomedical Group with Prejudice, John L. Bruce and Marilyn Bruce v. Greenville Pharmaceutical Research, Inc. and Alliance Biomedical Group, Case No. 2011-CP-23-6967, filed May 14, 2012.

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Depositions of Steven Lee Clemons taken on December 2, 2011 and March 20, 2012.

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Letter from Parham to Greenville Pharmaceutical Research, Inc.'s medical defense attorney dated April 16, 2012, threatening to sue GlaxoSmithKline.

Draft of letter from Parham to Schulman Associates dated June 4, 2012 threatening action against GlaxoSmithKline.

22. Copies of all documents or other evidence that supports Plaintiff's allegation in Paragraph 43 of the Amended Complaint that "Parham was driven by greed for his own monetary gain because of the contingency fee contract with his client" in the Underlying Litigation and how Parham's motivations in the Underlying Litigation were different than his motivations in any other litigation in which he represented a plaintiff.

RESPONSE:

Plaintiff has no knowledge respecting Parham's motivations in any other litigations.

Notice of Intent to File Suit, John L. Bruce and Marilyn Bruce v. Greenville Pharmaceutical Research, Inc. and Alliance Biomedical Group, Case No. 2011-CP-23-4661, filed July 13, 2011.

Complaint and Wrongful Death & Survival Complaint in Waiting, John L. Bruce and Marilyn Bruce v. Greenville Pharmaceutical Research, Inc. and Alliance Biomedical Group, Case No. 2011-CP-23-6967, filed October 20, 2011.

Defendant, Alliance Biomedical Research, LLC's Answer to Plaintiffs' Interrogatories, John L. Bruce and Marilyn Bruce v. Greenville Pharmaceutical Research, Inc. and

Alliance Biomedical Group, Case No. 2011-CP-23-6967, submitted November 10, 2011.

Defendant, Alliance Biomedical Research, LLC's Answer to Plaintiffs' Requests for Production of Documents, John L. Bruce and Marilyn Bruce v. Greenville Pharmaceutical Research, Inc. and Alliance Biomedical Group, Case No. 2011-CP-23-6967, submitted November 14, 2011.

Defendant, Alliance Biomedical Research, LLC's Motion to Dismiss Plaintiffs' Complaint as to Defendant Alliance Biomedical Research, LLC, John L. Bruce and Marilyn Bruce v. Greenville Pharmaceutical Research, Inc. and Alliance Biomedical Group, Case No. 2011-CP-23-6967, filed November 17, 2011.

Defendant, Alliance Biomedical Research, LLC's Answer to Plaintiffs' Complaint, John L. Bruce and Marilyn Bruce v. Greenville Pharmaceutical Research, Inc. and Alliance Biomedical Group, Case No. 2011-CP-23-6967, filed November 23, 2011.

Stipulation of Dismissal of Defendant Alliance Biomedical Group with Prejudice, John L. Bruce and Marilyn Bruce v. Greenville Pharmaceutical Research, Inc. and Alliance Biomedical Group, Case No. 2011-CP-23-6967, filed May 14, 2012.

Depositions of Gregory J. Feldman, M.D. taken on March 12, 2012.

Deposition of Anna Marie Buice taken on March 20, 2012.

Depositions of Steven Lee Clemons taken on December 2, 2011 and March 20, 2012.

Depositions of Gerald H. Sokol, M.D. taken on February 24, 2012 and June 1, 2012.

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Deposition of Robert Walker, M.D., taken on April 10, 2012.

These depositions were taken pursuant to the underlying lawsuit styled John L. Bruce and Marilyn Bruce v. Greenville Pharmaceutical Research, Inc. and Alliance Biomedical Group.

Letter from Parham to Greenville Pharmaceutical Research, Inc.'s medical defense attorney dated April 16, 2012, threatening to sue GlaxoSmithKline.

Draft of letter from Parham to Schulman Associates dated June 4, 2012 threatening action against GlaxoSmithKline.

23. Copies of all documents or other evidence that purportedly shows that Parham acted for his own personal interests in any way, aside from earning a contingency fee, in the Underlying Litigation.

RESPONSE:

Deposition of John L. Bruce taken on April 16, 2012.

24. Copies of all documents or other evidence that purportedly shows that Parham acted outside of the scope of his professional relationship with and/or representation of his clients in the Underlying Litigation.

RESPONSE:

Deposition of John L. Bruce taken on April 16, 2012.

25. Copies of all documents or other evidence that purportedly shows that Parham owed an independent duty to the Plaintiff.

RESPONSE:

Court Order dated October 15, 2014, signed by the Honorable Steven H. John.

26. Copies of all documents or other evidence that purportedly shows the ulterior purposes which Plaintiff alleges Parham had in including Plaintiff in the Underlying Litigation.

RESPONSE:

Letter from Parham to Greenville Pharmaceutical Research, Inc.'s medical defense attorney dated April 16, 2012, threatening to sue GlaxoSmithKline.

Draft of letter from Parham to Schulman Associates dated June 4, 2012 threatening action against GlaxoSmithKline.

27. Copies of all documents or other evidence that purportedly shows the willful acts that Plaintiff alleges Parham took in the use of process that were not proper in the conduct of the Underlying Litigation.

RESPONSE:

Notice of Intent to File Suit, John L. Bruce and Marilyn Bruce v. Greenville Pharmaceutical Research, Inc. and Alliance Biomedical Group, Case No. 2011-CP-23-4661, filed July 13, 2011.

Complaint and Wrongful Death & Survival Complaint in Waiting, John L. Bruce and

Marilyn Bruce v. Greenville Pharmaceutical Research, Inc. and Alliance Biomedical Group, Case No. 2011-CP-23-6967, filed October 20, 2011.

Defendant, Alliance Biomedical Research, LLC's Answer to Plaintiffs' Interrogatories, John L. Bruce and Marilyn Bruce v. Greenville Pharmaceutical Research, Inc. and Alliance Biomedical Group, Case No. 2011-CP-23-6967, submitted November 10, 2011.

Defendant, Alliance Biomedical Research, LLC's Answer to Plaintiffs' Requests for Production of Documents, John L. Bruce and Marilyn Bruce v. Greenville Pharmaceutical Research, Inc. and Alliance Biomedical Group, Case No. 2011-CP-23-6967, submitted November 14, 2011.

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Draft of letter from Parham to Schulman Associates dated June 4, 2012 threatening action against GlaxoSmithKline.

28. Copies of all documents or other evidence that purportedly shows the malice that Plaintiff alleges Parham had in instituting and continuing the Underlying Litigation against Plaintiff.

RESPONSE:

Notice of Intent to File Suit, John L. Bruce and Marilyn Bruce v. Greenville Pharmaceutical Research, Inc. and Alliance Biomedical Group, Case No. 2011-CP-23-4661, filed July 13, 2011.

Complaint and Wrongful Death & Survival Complaint in Waiting, John L. Bruce and Marilyn Bruce v. Greenville Pharmaceutical Research, Inc. and Alliance Biomedical Group, Case No. 2011-CP-23-6967, filed October 20, 2011.

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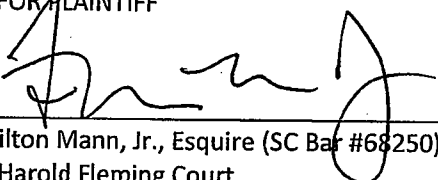
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Letter from Parham to Greenville Pharmaceutical Research, Inc.'s medical defense attorney dated April 16, 2012, threatening to sue GlaxoSmithKline.

Draft of letter from Parham to Schulman Associates dated June 4, 2012 threatening action against GlaxoSmithKline.

F. MILTON MANN, JR.
ATTORNEY FOR PLAINTIFF

By: _____


F. Milton Mann, Jr., Esquire (SC Bar #68250)
151 Harold Fleming Court
Spartanburg, South Carolina 29303
(864) 208-0359

March 17, 2016

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	THIRTEENTH JUDICIAL CIRCUIT
COUNTY OF PICKENS	)	
	)	
Alliance Biomedical Research, LLC,	)	
	)	
Plaintiff,	)	VERIFICATION
	)	
vs.	)	
	)	
Judith H. Parham, Personal Representative	)	
of the Estate of David Michael Parham,	)	C.A. No. 2014-CP-39-350
Deceased, and Parham & Smith, LLC.	)	
	)	
Defendant.	)	

PERSONALLY appeared before me, GREGORY J. FELDMAN, M.D., who, after first being duly sworn, says: that he is the Plaintiff in the foregoing action; that he has read the foregoing Plaintiff's 2nd Amended Responses to Defendants' Request for Production of Documents; that the statements contained therein are true to the best of his knowledge.


 _____ (SEAL)
 Gregory J. Feldman, MD, Member
 Alliance Biomedical Research, LLC

SWORN TO AND SUBSCRIBED

Before me this 17th day
 of March, 2016.


 _____ (SEAL)
 Notary Public for South Carolina
 My commission expires: September 12, 2016



Swaim Brown

March 11, 2016

Alliance Biomedical Research, LLC
Mr. Milton Mann, Esquire
141 Harold Fleming Court
Spartanburg, SC 29303

Dear Mr. Mann,

The following is a general pharmaceutical research company overview and supporting financial analysis of select pharmaceutical research companies. The financial analysis presented includes the accounts of two research companies owned by Alliance Biomedical Research, LLC (Duluth Biomedical Research, LLC and Hendersonville Pharmaceutical Research, LLC), in addition to six other related research sites as benchmark data (hereafter collectively referred to as the Companies). It has been represented to us that the data supplied is complete and accurate. We were not engaged to perform a business valuation, or any engagement to estimate enterprise value, and as a result, offer no opinion on such.

This summary of financial information is presented with a reasonable degree of professional certainty, and is based on our experience in analyzing financial statements. Our analysis is prepared by using management provided documentary materials (see listing below). We reserve the right to amend all or part of this correspondence if additional information is made available or upon further analysis of relevant materials.

This analysis is limited in its scope and presentation format. The use and purpose of this analysis is to assist in understanding the financial results of the selected pharmaceutical research companies from start-up through their relevant infancy stage years. Additionally, the analysis is to compare actual results to projected outcomes if certain expected target revenue goals were attained. The analysis is not intended for those parties who lack an understanding of financial statement analysis and the pharmaceutical research market.

Company General Overview

The role of clinical research sites is vital to the success of the clinical trial process, as research sites are contracted by pharmaceutical / biotech companies ("sponsors") to operate as the key conductor of clinical studies. Quality research sites are in great demand in the current pharmaceutical market environment.

The Companies perform clinical trials of experimental treatments, with a primary focus to date on respiratory/pulmonary treatments. Representative pharmaceutical study sponsors/clients include such well-known companies as GlaxoSmithKline, Boehringer Ingelheim, AstraZeneca, Sanovia, and Pearl Therapeutics.

The Companies follow and implement a uniform standard of best practices as they leverage the established practices and methodologies of their more mature related sites. Following these best practices help expedite and increase the likelihood of successful clinical trials. The utilization of these resources aides in minimizing the start-up investment, and accelerates the realization of profitability.

Financial Statement Analysis

The financial statements of the Companies were analyzed to provide a presentation of certain key financial statement metrics. The Duluth Biomedical Research, LLC and Hendersonville Pharmaceutical Research, LLC entities' actual financial results presented were compared and benchmarked to six other related research sites. Their actual performances were compared to related comparable sites and a financial model was designed to project the financial performance of the Companies had they attained the target revenue projections developed when opening the sites. The information contained in this analysis is based upon financial information made available to us by the Companies. We took the following financial information into consideration when performing and presenting the financial analysis:

- Federal corporate tax returns of the companies and related research sites for the calendar years 2011 – 2014
- Site specific financial data taken from Quicken files for the Companies and related research sites for the calendar years 2011-2015
- Financial statements and select transactions for the Companies and related research sites for the calendar years 2011 – 2015
- Management's Target Revenue Expectations for the Companies
- Schedules of Revenue for the Companies and related research sites
- Schedules of Operating Expenses and Other Income/Expenses of related research sites

Exhibits 1 and 2 will present select financial data of Duluth Biomedical Research, LLC and Hendersonville Pharmaceutical Research, LLC's Statements of Profit and Loss – modified cash basis for the applicable period from inception to 2014.

Exhibit 3 will present benchmark data for Alliance Biomedical Research LLCs related research sites – made up of average, normalized EBITDA (Earnings Before Interest, Taxes, Depreciation, and Amortization) – modified cash basis.

Exhibit 4 – 6 will present the financial statement element known as EBITDA (Earnings Before Interest, Taxes, Depreciation, and Amortization) – modified cash basis – Actual versus Projected for both companies for the applicable period from inception to 2014, and the cumulative variance.

The Exhibits attached to this memorandum are referenced as follows and are to be considered the integral components of this analysis. The Exhibits are as follows:

Exhibit 1 – Duluth Biomedical Research, LLC – Select Financial Data – Modified Cash Basis, FYE 12/31, for the calendar years 2012 – 2015

Exhibit 2 – Hendersonville Pharmaceutical Research, LLC – Select Financial Data – Modified Cash Basis, FYE 12/31, for the calendar years 2013 – 2015

Exhibit 3 – Alliance Biomedical Research LLC Benchmark Data – Average, Normalized EBITDA – Modified Cash Basis

Exhibit 4 – Duluth Biomedical Research, LLC – Schedule of EBITDA – Projected to Actual - FYE 12/31, for the calendar years 2012 – 2014

Exhibit 5 – Hendersonville Pharmaceutical Research, LLC – Schedule of EBITDA – Projected to Actual – FYE 12/31, for the calendar years 2012 – 2014

Exhibit 6 – Alliance Biomedical Research LLC – Cumulative EBITDA Variance Projected to Actual – FYE 12/31, for the calendar years 2012 – 2014 – for Duluth and Hendersonville research entities

Financial Statement Analysis Summary

The adverse effect of the inability to meet target revenue volume is reflected in Exhibit 6. The resulting EBITDA variance, projected to actual for FYE 12/31, was as follows:

- 2012 - \$(256,885)
- 2013 - \$(279,562)
- 2014 - \$(471,156)
- Cumulative - \$(1,007,603)

Limiting Conditions

The company overview and financial analysis are contingent upon the validity of the information provided. Along with the above-mentioned limitations, the following conditions are to be considered critical and necessary to this report:

1. No responsibility is assumed for information provided by others or for matters of a legal nature. This analysis is based upon information obtained from sources we believe to be reliable. However, we have not audited or confirmed the validity of any of the information, and accordingly, its accuracy or completeness cannot be assured.
2. All information provided by the client not already a part of the public domain is considered proprietary.

Yours very truly,

SwaimBrown PA

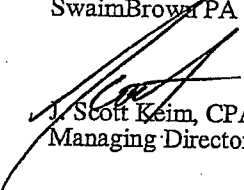

J. Scott Keim, CPA
Managing Director

EXHIBIT 1**Duluth Biomedical Research LLC****Select Financial Data - Modified Cash Basis**

	2014		2013		2012	
	Dollars	% Revenue	Dollars	% Revenue	Dollars	% Revenue
<u>INCOME</u>						
Net Revenue	765,807	100%	984,597	100%	181,312	100%
Operating Expenses	575,757	75%	444,192	45%	143,698	79%
Gross Operating Profit(Loss)	190,050	25%	540,405	55%	37,614	21%
All Other Income (Expense)	(44,928)	-6%	(152,388)	-15%	(77,117)	-43%
Net Income(Loss)	145,122	19%	388,017	39%	(39,503)	-22%
Depreciation/Amortization	511	0%	1,613	0%	848	0%
Interest	-	0%	2,235	0%	3,770	2%
EBITDA	145,633	19%	391,865	40%	(34,885)	-19%

EXHIBIT 2**Hendersonville Pharmaceutical Research LLC
Select Financial Data - Modified Cash Basis**

	2014		2013		2012	
	Dollars	% Revenue	Dollars	% Revenue	Dollars	% Revenue
<u>INCOME</u>						
Net Revenue	390,414	100%	75,381	100%	-	N/A
Operating Expenses	213,777	55%	120,136	159%	9,284	N/A
Gross Operating Profit(Loss)	176,637	45%	(44,755)	-59%	(9,284)	N/A
All Other Income (Expense)	(25,275)	-6%	(18,542)	-25%	(9,198)	N/A
Net Income(Loss)	151,362	39%	(63,297)	-84%	(18,482)	N/A
Depreciation/Amortization	1,842	0%	2,023	3%	189	N/A
Interest	3,311	1%	2,979	4%	117	N/A
EBITDA	156,515	40%	(58,295)	-77%	(18,176)	N/A

EXHIBIT 3**Alliance Biomedical Benchmark Data****Average Normalized EBITDA - Modified Cash Basis****Years 2012-2014**

Revenue Range	Number of Research Sites Benchmarked	Average Normalized EBITDA % - Modified Cash Basis
Greater than \$2,000,000	2	46%
\$1,500,000 - \$2,000,000	1	44%
\$750,000 - \$1,500,000	2	42%
\$500,000 - \$750,000	1	40%

EXHIBIT 4**Duluth Pharmaceutical Research LLC
Schedule of EBITDA - Projected to Actual
FYE 12/31**

	<u>2014</u>		<u>2013</u>		<u>2012</u>		
	<u>Target Revenue</u>	<u>% Revenue</u>	<u>Target Revenue</u>	<u>% Revenue</u>	<u>Target Revenue</u>	<u>% Revenue</u>	
Net Revenue	1,000,000		900,000		600,000		
Operating Expenses	509,304	51%	481,132	53%	338,395	56%	
Gross Operating Profit(Loss)	490,696	49%	418,868	47%	261,605	44%	
All Other Income (Expense)	(68,060)	-7%	(26,409)	-3%	(42,943)	-7%	
Net Income(Loss)	422,636	42%	392,459	44%	218,662	36%	
Depreciation/Amortization	16,373	2%	3,160	0%	1,534	0%	
Interest	991	0%	381	0%	1,804	0%	
Projected EBITDA	440,000	44%	396,000	44%	222,000	37%	
Actual EBITDA	145,633	19%	391,865	40%	(34,885)	-19%	
Variance	(294,367)	-29%	(4,135)	0%	(256,885)	-43%	(555,387) Total Variance

Footnotes:

- Target Revenue – Revenue volume projected and expected by management from inception to current period.
- Operating Expenses – Actual operating expenses for comparable research sites and percentage relationship to comparable research site revenue range
- Other Income/Expense – Actual revenue/expenses for comparable research sites and percentage relationship to comparable research site revenue range
- Projected EBITDA – Earnings Before Interest, Taxes, Depreciation and Amortization arrived at by beginning with target revenue and applying expected cost and expense percentages to sales from comparable research sites
- Actual EBITDA – Earnings Before Interest, Taxes, Depreciation and Amortization arrived at from actual research site performance
- Variance in Projected versus Actual EBITDA – The quantifiable difference between projected expectations and actual results. Variances driven largely by target revenue volume not being attained.

EXHIBIT 5**Hendersonville Pharmaceutical Research LLC
Schedule of EBITDA - Projected to Actual
FYE 12/31**

	2014		2013		2012	
	Target Revenue	% Revenue	Target Revenue	% Revenue	Target Revenue	% Revenue
Net Revenue	800,000		600,000		-	
Operating Expenses	416,000	52%	360,000	60%	-	N/A
Gross Operating Profit(Loss)	384,000	48%	240,000	40%	-	N/A
All Other Income (Expense)	(68,060)	-9%	(26,409)	-4%	-	N/A
Net Income(Loss)	315,940	39%	213,591	36%	-	N/A
Depreciation/Amortization	16,373	2%	3,160	1%	-	N/A
Interest	991	0%	381	0%	-	N/A
Projected EBITDA	333,304	42%	217,132	36%	-	N/A
Actual EBITDA	156,515	40%	(58,295)	-77%	(18,176)	
Variance	(176,789)	-22%	(275,427)	-46%	(18,176)	(452,216.22) Total Variance

Footnotes:

- Target Revenue – Revenue volume projected and expected by management from inception to current period.
- Operating Expenses – Actual operating expenses for comparable research sites and percentage relationship to comparable research site revenue range
- Other Income/Expense – Actual revenue/expenses for comparable research sites and percentage relationship to comparable research site revenue range
- Projected EBITDA – Earnings Before Interest, Taxes, Depreciation and Amortization arrived at by beginning with target revenue and applying expected cost and expense percentages to sales from comparable research sites
- Actual EBITDA – Earnings Before Interest, Taxes, Depreciation and Amortization arrived at from actual research site performance
- Variance in Projected versus Actual EBITDA – The quantifiable difference between projected expectations and actual results. Variances driven largely by target revenue volume not being attained.

EXHIBIT 6**Duluth Biomedical Research LLC and Hendersonville Pharmaceutical Research LLC****Cumulative EBITDA Variance Projected to Actual****FYE 12/31**

	3 year Total	2014	2013	2012
Projected EBITDA				
Duluth Biomedical Research LLC	1,058,000	440,000	396,000	222,000
Hendersonville Pharmaceutical Research LLC	550,436	333,304	217,132	N/A
Total Projected	1,608,436	773,304	613,132	222,000
Actual EBITDA				
Duluth Biomedical Research LLC	502,613	145,633	391,865	(34,885)
Hendersonville Pharmaceutical Research LLC	98,220	156,515	(58,295)	N/A
Total Actual	600,833	302,148	333,570	(34,885)
Total Variance				
Duluth Biomedical Research LLC	(555,387)	(294,367)	(4,135)	(256,885)
Hendersonville Pharmaceutical Research LLC	(452,216)	(176,789)	(275,427)	N/A
Total Variance	(1,007,603)	(471,156)	(279,562)	(256,885)

F. MILTON MANN, JR.
 ATTORNEY AT LAW
 LICENSED IN SC, GA & FL
 1089 BOILING SPRINGS ROAD
 SPARTANBURG, SC 29303
 OFFICE: 864 208-0359
 FAX: 864 208-0233
 CELL: 864 680-5079
 E-MAIL: MILTON.MANN@GMAIL.COM

INVOICE

PLEASE MAKE CHECKS PAYABLE TO:

F. MILTON MANN, JR.
 1089 BOILING SPRINGS ROAD
 SPARTANBURG, SC 29303

TO:

ALLIANCE BIOMEDICAL RESEARCH, LLC

FOR:

REIMBURSEMENT -- TRAVEL EXPENSES FOR 2/24/12
 DEPOSITION OF GERALD SOKOL, MD

DESCRIPTION	TOTAL MILES	RATE	AMOUNT
HOMEWOOD SUITES, 2 NIGHTS, NORTH PORT RICHEY, FL			\$225.73
SCOTTY'S PIZZERIA			\$35.67
CHILI'S			\$29.26
EL MOLCAJETE			\$54.58
ARBY'S			\$5.34
HAROLD SELTZER'S STEAKHOUSE			\$29.59
THE BREAKFAST CLUB			\$13.65
INCIDENTALS			\$42.00
ROUND-TRIP MILEAGE -- HOMEWOOD SUITES -- 596/MI @ WAY	1192	\$0.55	\$655.60
ROUND TRIP MILEAGE -- HOMEWOOD SUITES TO DEPOSITION -- 6.2 MI @ WAY	12.4	\$.055	\$6.82
SUBTOTAL			\$1,098.24
TOTAL			\$1,098.24

PARHAM & SMITH, LLC

Attorneys At Law

1242

DATE: February 08, 12
CHE #: 1242
AMOUNT: \$1,200.00
ACCOUNT: 2
PAID TO: Gerald H. Sokol, MD
18124 Nestlebranch Court
Hudson, FL
34667

GENERAL DISBURSEMENT AMOUNTS:

MATTER	AMOUNT
4112-1	1200.00

EXPLANATION: expert review - Depo 2/24-Bruce case

1242

GERALD H. SOKOL, M.D.
18124 NESTLEBRANCH COURT
HUDSON, FL. 34667
727-868-9208

January 5, 2012

Michael Parham, Esq.
Parham & Smith

INVOICE

Re: Bruce, John

Deposition.....Feb 24, 2012.....\$1200.00

Total.....\$1200.00

Payment must be received one week prior to deposition.

Thank you.

POSTED 2/8/12

APS LEGAL EASE
601 E. McBee Ave., Suite 210
Greenville, SC 29601
(864) 235-3426

March 27, 2012

Franklin Milton Mann, Jr., Esquire
1098 Boiling Springs Road
Spartanburg, South Carolina 29303
864-582-5461

INVOICE

Tax # 45-0470840

RE: John L. Bruce and Marilyn Bruce v. North Hills Medical
Center, LLC, et al.

C.A. No.: 2011-CP-23-00548 and 2011-CP-23-06967

Depositions of Steven Clemons and Anna Marie Buice
March 20, 2012

Transcript Copy:	\$ <u>180.00</u>
TOTAL:	\$ 180.00

GWC/cmt/snh

All invoices will be due upon receipt. Beginning March 1,
2002, outstanding invoices will be charged 1½ percent interest
per month (18 percent annually) if not paid within 30 days.

THANK YOU!



APS•LEGAL EASE

601 East McBee Avenue, Suite 210
Greenville, South Carolina 29601
Phone (864) 235-3426 Fax (864) 235-9171
Email: Greenville@apslegalease.com

Federal Tax ID No.: 45-0470840

INVOICE

26-Mar-2012

78817-0001

BILL TO:

LAW OFFICE OF F. MILTON MANN, JR.
Attn: F Milton Mann Jr.
1089 Boiling Springs Rd
Spartanburg, SC 29303

Case Name: John L Bruce v Greenville Pharmaceutical Research, Inc.
Attorney File #:
Subject: Feldman, Gregory J—M.D.

CHARGES

Date	Service Type	Quantity	Price	Charge
26-Mar-2012	Attorney Copy	1	80.00	80.00
26-Mar-2012	Exhibit Copies	1	68.70	68.70
26-Mar-2012	Postage/Handling	1	15.00	15.00

Total Charges: 163.70

Balance Due: \$163.70

All invoices are due upon receipt. Outstanding invoices will be charged 1.5% interest per month (18% annually) if not paid within 30 days.

THANK YOU FOR YOUR BUSINESS!

PARLIAMENTARY REPORTING, INC.

8520 Government Drive, Suite 4
New Port Richey, FL 34654
Phone: 727/849-6897 Fax: 727/845-0662
Tax I.D. Number: 59-2894811

*mailed to
Laura Jolly &
Anna on
3/1/12 dhw*

F. Milton Mann, Jr., Esquire
F Milton Mann, Jr., Esquire
1089 Boiling Springs Road
Spartanburg, SC 29303

March 1, 2012

Invoice# 12890

Balance: \$684.25

Re: Bruce v Greenville
NPR/PR
on 02/24/12 Billed 02/29/12

Invoicing Information

<u>Charge Description</u>	<u>Amount</u>
Original 3-5 Day: 70 pgs. @ \$6.90 per page	483.00
Read and sign: waived	
Attendance: 2.5 hrs. -- 4:00 p.m. to 6:24 p.m.	166.25
Deponent: Gerald H. Sokol, M.D.	
Shipping & Procssing C.O.D.	35.00

NOW ACCEPTING CREDIT CARD PAYMENTS THROUGH PAYPAL!

1.50% per month on unpaid balance

P l e a s e R e m i t - - - > Total Due: \$684.25

PAYABLE UPON RECEIPT. 1.5% INTEREST FOR INVOICES
60 DAYS AND OLDER. NOW ACCEPTING CREDIT CARDS!!!

PARLIAMENTARY REPORTING, INC.

8520 Government Drive, Suite 4
New Port Richey, FL 34654
Phone: 727/849-6897 Fax: 727/845-0662
Tax I.D. Number: 59-2894811

*mailed to
Laura Jolly
Hura on 3/11
thm*

F. Milton Mann, Jr., Esquire
F Milton Mann, Jr., Esquire
1089 Boiling Springs Road
Spartanburg, SC 29303

March 1, 2012

Invoice# 12916

Balance: \$555.00

Re: Bruce/Video v Greenville
NPR/PR
on 02/24/12 Billed 02/29/12
by Rick Spector, CLVS, CME/Videographer

Invoicing Information

<u>Charge Description</u>	<u>Amount</u>
Video Deposition: 2.5 hr. - 4:00pm to 6:24pm Deponent: Dr. Gerald Sokol	525.00
Copy Video to DVD (In lieu of VHS)	30.00
Shipping & Processing: Sent with transcript	

TIME AND A HALF AFTER 5:00 P.M.
NOW ACCEPTING CREDIT CARD PAYMENTS THROUGH PAYPAL!

1.50% per month on unpaid balance

P l e a s e R e m i t - - - > Total Due: \$555.00

PAYABLE UPON RECEIPT. 1.5% INTEREST FOR INVOICES
60 DAYS AND OLDER. NOW ACCEPTING CREDIT CARDS!!!

**Three Point Oh!, Inc.**

306 Ridgeland Drive
Greenville, SC 29601
(864) 467-1056

COPY**INVOICE**

DATE	INVOICE #
2/29/2012	27268

BILL TO:

Milton Mann, Esq.
Attn: Accounts Payable
1089 Boiling Springs Road
Spartanburg, SC 29303

PROJECT:

Deposition of: NAYAN DESAI, M.D.
Date of Depo: 01/24/2012
Loc: Greenville, SC Case#2011-CP-23-6967
John L. Bruce, et al, v.
Greenville Pharm. Research, Inc., et al

P.O. NO.	TERMS	DUE DATE
M.Mann, Esq.	Due on receipt	2/29/2012

Description of Service Provided	HOURS/QTY	RATE	AMOUNT
DVD Copy	1	25.00	25.00T
Federal Express Ground	1	10.00	10.00
6% SC Sales Tax		6.00%	1.50
<i>3/13/12 emailed to Anna, Steve, MM</i>			
FED ID# 57-1091096		Total	\$36.50

**Three Point Oh!, Inc.**

306 Ridgeland Drive
Greenville, SC 29601
(864) 467-1056

INVOICE

DATE	INVOICE #
5/19/2012	27348

BILL TO:

Franklin Milton Mann, Jr., PA
Attn: Accounts Payable
1089 Boiling Springs Road
Spartanburg, SC 29303

PROJECT:

Deposition of: JOHN L. BRUCE
Date of Depo: 04/16/2012
Loc: Greenville, SC Case#2011-CP-23-06967
John L. Bruce, et al, v.
G'ville. Pharmaceutical Research, et al

P.O. NO.	TERMS	DUE DATE
F.M.Mann,Jr.	Due on receipt	5/19/2012

Description of Service Provided	HOURS/QTY	RATE	AMOUNT
DVD Copy	1	25.00	25.00T
FedEx Ground	1	10.00	10.00
NOTES: W-9 Attached. 6% SC Sales Tax		6.00%	1.50
FED ID# 57-1091096		Total	\$36.50

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	THIRTEENTH JUDICIAL CIRCUIT
COUNTY OF PICKENS	)	
	)	
Alliance Biomedical Research, LLC,	)	
	)	
Plaintiff,	)	PLAINTIFF'S AMENDED RESPONSES TO
	)	DEFENDANTS' INTERROGATORIES
vs.	)	
	)	
Judith H. Parham, Personal Representative	)	
of the Estate of David Michael Parham,	)	C.A. No. 2014-CP-39-350
Deceased, and Parham & Smith, LLC.	)	
	)	
Defendant.	)	
_____	)	

TO: DEFENDANT JUDITH H. PARHAM, PERSONAL REPRESENTATIVE OF THE ESTATE OF DAVID MICHAEL PARHAM, DECEASED:

Pursuant to Rule 34 of the South Carolina Rules of Civil Procedure, Plaintiff Alliance Biomedical Research, LLC, (hereinafter ("ABR")) responds to Defendant's Interrogatories as follows:

I. RESERVATION OF RIGHTS

1. Responding to Interrogatories, Plaintiff, ABR, does not waive any objections which may be appropriate either to (a) use by Plaintiff, ABR, of any Answer to the Interrogatories for any purpose or (b) the materiality of any of the Interrogatories to any issue in this case.
2. Plaintiff, ABR, specifically reserves all rights to objections which may otherwise be available to it and further states that no response should be deemed as an admission of relevancy, materiality or admissibility into evidence of any particular interrogatory or the response thereto. Plaintiff, ABR, further reserves the right to alter or amend its answers to be more accurate if other information becomes available to it at a subsequent time.
3. The answers herein are subject to the rights of Plaintiff, ABR to object and not be bound at any time to a demand for further response to these or other interrogatories or other discovery procedures.

II. GENERAL OBJECTION

1. Plaintiff, ABR, objects to responding to any Interrogatory that seeks information which constitute confidential attorney-client communications or which falls within the scope of the attorney-work-product doctrine.
2. Plaintiff, ABR, objects to responding to any Interrogatory that exceeds the scope and limits of discovery set forth in Rule 33 and 34 of the South Carolina Rules of Civil Procedures.

III. ANSWERS TO INTERROGATORIES

1. Identify each person who provided information or otherwise consulted or assisted Plaintiff, ABR, in connection with providing answers to these Interrogatories and identify the specific Interrogatories for which each such person supplied information or was consulted or assisted, the nature of any consultation or assistance, and whether the information supplied was based on personal knowledge.

RESPONSE:

- A. Gregory J. Feldman, M.D.
 - B. Steve Clemons
 - C. F. Milton Mann, Jr., Esquire
 - D. Holly Jo Mann
 - E. J. Scott Keim, CPA, Chief Financial Officer for ABR
2. 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 have been taken from the witnesses and indicate who has possession of such statements.

RESPONSE:

- A. Gregory J. Feldman, M.D., 151 Harold Fleming Court, Spartanburg, SC – Plaintiff and Parham & Smith have copies of the recorded statement.
- B. Joseph A. Boscia, M.D., 151 Harold Fleming Court, Spartanburg – No recorded statement has been taken.
- C. Steve Clemons, 2 Ropers Corner Circle, Greenville, SC – Plaintiff and Parham & Smith have copies of the recorded statement.
- D. Anna M. Buice, 141 Harold Fleming Court, Spartanburg, SC – Plaintiff and Parham & Smith have copies of the recorded statement.

- E. Haley N. Williams, 1005 Thompson Blvd, Union, SC - No recorded statement has been taken.
 - F. Gerald H. Sokol, M.D., 8124 Nestlebranch Court, Hudson, FL – Plaintiff and Parham & Smith have copies of the recorded statements.
 - G. Ellen Rieback, RN, 772 N.W. 100th Terrace, Fort Lauderdale, FL - No recorded statement has been taken.
 - H. Robert Jones, Esquire, 201 W. McAbee Avenue, Suite 210, Greenville, SC – No recorded statements have been taken.
 - I. Blake Smith, Esquire, 201 W. McBee Avenue, Suite 210, Greenville, SC – No recorded statements have been taken.
 - J. All staff for Parham & Smith, LLC that handled the lawsuit against ABR, 201 W. McBee Avenue, Suite 210, Greenville, SC – No recorded statements have been taken.
 - K. Robert Walker, M.D., 1007 Grove Road, Suite D, Greenville, SC – Plaintiff and Parham & Smith have copies of the recorded statement.
 - L. Jamie DeMint, Esquire, 505 Pettigru Street, Greenville, SC – No recorded statements have been taken.
 - M. J. Scott Keim, CPA and Chief Financial Officer for ABR, 350 East Saint John Street, Spartanburg, SC – No recorded statements have been taken.
3. Set forth a list of photographs, plats, sketches or other prepared documents in possession of the party that relate to a claim or defense in the case.

RESPONSE:

- A. All responsive documents, pleadings, depositions and attachments, court documents and orders, along with the entire case-file relating to the underlying litigation styled John L. Bruce and Marilyn Bruce v. Greenville Pharmaceutical Research, Inc. and Alliance Biomedical Group, has been provided to Legal Eagle, Inc. for copying.
 - B. Letter dated March 11, 2016 from J. Scott Keim, CPA and Chief Financial Officer for ABR, along with the supporting exhibits.
 - C. Financial records for ABR, which will be obtained from Mr. Keim and provided to Defendants' counsel by Friday, March 25, 2016.
 - D. Financial records for Duluth Biomedical Research, LLC which will be obtained from Mr. Keim and provided to Defendants' counsel by Friday, March 25, 2016.
 - E. Financial records for Hendersonville Pharmaceutical Research, LLC which will be obtained from Mr. Keim and provided to Defendants' counsel by Friday, March 25, 2016.
4. Set forth an itemized statement of all damages, exclusive of pain and suffering, claimed to have been sustained by the Plaintiff.

RESPONSE:

Plaintiff's damages include losses for being paralyzed in its activities for almost a full year as set forth in the letter dated March 11, 2016 from J. Scott Keim, CPA and Chief Financial Officer for ABR, along with the supporting exhibits.

Losses for 2012: \$(256,885)
Losses for 2013: \$(279,562)
Losses for 2014: \$(471,156)
Total Cumulative Losses: \$1,007,603)

5. Please state the name, address, place of employment and qualifications of each and every expert witness the Plaintiff plans to call at the trial of this case. As to each person named in the Interrogatory, state:

- a. The subject matter on which the expert or experts are expected to testify;
- b. The substance of the facts and opinions to which each of the experts named in response to proceeding interrogatory is expected to testify;
- c. Furnish a summary of the grounds for each opinion expected to be elicited from each of the experts named in response to this interrogatory;
- d. Whether or not a written report, memorandum or other written document was prepared by each expert witness;
- e. Whether said expert has conducted any investigation, inspection, examination and/or testing in connection with the issues involved with this suit, and, if so, the nature of each such investigation, inspection, examination and/or testing, the results of same and the dates on which such work was performed; and
- f. A complete list of any and all records, documents, journals, periodicals, texts, treatises, statements, photographs, videos, electronic information, and any other source of information which the expert reviewed in formulating his or her opinion(s) in this case.

RESPONSE:

At this time, no expert witness has been retained, but supplemental, responsive documents may be produced at a later date.

6. Name any other person or entity the Plaintiff knows to have information or knowledge of facts concerning this lawsuit and the claims therein.

RESPONSE:

Plaintiff responded to this in Interrogatory #2.

7. Please state in comprehensive narrative detail the Plaintiff's version of exactly what happened before, during, and after the occurrence alleged in the Complaint. Do not simply refer to the Complaint.

RESPONSE:

The Plaintiff, ABR, is a limited liability corporation in good standing, formed within the State of South Carolina with its principal place of business in Spartanburg County. Upon information and belief, David Michael Parham, Esquire ("Parham") was a resident and citizen of the County of Pickens, State of South Carolina before his death and an Estate has been opened with the Pickens County Probate Court. Upon information and belief, the personal representative, Judith H. Parham, is a resident and citizen of Pickens County, South Carolina. Upon information and belief, Parham & Smith, LLC ("P&S") is a corporation in good standing, formed within the State of South Carolina with its principal place of business in Greenville County. Venue and jurisdiction are vested in the Circuit Court of the Thirteenth Judicial Circuit in and for Pickens County, South Carolina.

This action arises out of alleged conduct by Parham as counsel and P&S as the representing firm in a prior lawsuit captioned *John L. Bruce and Marilyn Bruce v. Greenville Pharmaceutical Research, Inc. and Alliance Biomedical Group*, ("underlying action" or "Bruce litigation") filed on October 20, 2011 in the Court of Common Pleas for

Greenville County, Thirteenth Judicial Circuit, case number 2011-CP-23-6967.

According to the Bruce litigation court records, Parham served Plaintiff with the Notice of Intent to File Suit on or about July 13, 2011, which is required pursuant to §15-79-125 South Carolina Code of Laws in order to bring a medical malpractice claim within South Carolina.

Parham's legal career spanned more than thirty (30) years within the State of South Carolina with a legal specialty in Tort/Personal Injury Law in his representation of injured individuals.

South Carolina Code of Laws §15-79-125 states in part that:

Prior to filing or initiating a civil action alleging injury or death, as a result of medical malpractice, the plaintiff shall contemporaneously file a Notice of Intent to File Suit and an affidavit of an expert witness, subject to the affidavit requirement established in Section 15-36-100...

Following the pre-suit period of time, on October 20, 2011, Parham signed and filed the underlying litigation. In the Bruce litigation, John L. Bruce and Marilyn Bruce ("Bruces"), through their attorney, Parham, alleged that Greenville Pharmaceutical Research, Inc. ("GPR") and Alliance Biomedical Research Group, LLC, failed "to possess the degree of care, competence and skill ordinarily and customarily possessed by similar healthcare providers in similar circumstances or failing to exercise that degree of care, competence and skill ordinarily and customarily exercised by similar health-care providers under similar circumstances and in deviating from ordinary and customary standards of medical care", and acted in a fashion of "negligence, carelessness, recklessness, willfulness and wantonness",

which caused the Plaintiffs to suffer real and immediate injury. Within the underlying action, Parham alleged on behalf of the Bruces: "Upon information and belief, ABR, is a corporation whose principal place of business is in the County of Spartanburg, State of South Carolina. ABR is the parent company of Greenville Pharmaceutical Research, Inc. At all times herein mentioned, the Defendant ABR, acted by and through its subsidiary Greenville Pharmaceutical Research, Inc. together with its servants, agents and employees." Parham sought actual and punitive damages arising out of the underlying action for the Bruces against Plaintiff for GPR's alleged conduct.

On April 16, 2012, Mr. Bruce testified in his deposition within the underlying action that he had never spoken with anyone from the Plaintiff; did not know of any meetings with anyone from the Plaintiff; and had never had contact with anyone from the Plaintiff. The underlying litigation was purely at the insistence of Parham, as his client in the underlying case had no knowledge of the Plaintiff. Prior to the suit being filed, Parham was placed on notice by GPR's attorney that there was a complete lack of ownership between GPR and the Plaintiff. Filing suit against the Plaintiff was merely an effort to include another party, irrespective of the lack of liability, to have leverage against GPR in an effort to overcome its meritorious defenses.

In response to the underlying action, the Plaintiff filed a Motion to Dismiss on November 17, 2011, which stated that the Bruce litigation failed to state a cause of

action. As a result of the Motion to Dismiss, Parham was reminded, yet again, that he had included a party without any business relationship with his client. Plaintiff's Answer, filed on November 23, 2011, further placed Parham on notice that there was a complete absence of liability on the part of the Plaintiff due to a lack of ownership by the Plaintiff of GPR, not business relationship of any kind with his client.

Within Plaintiff's Answer in the Bruce litigation, the Plaintiff reaffirmed the absence of any relationship between itself and GPR nor business relationship with his clients. On November 10, 2011, the Plaintiff served Interrogatory Answers clearly stating that "Defendant Alliance Biomedical Research, LLC has no knowledge of Plaintiffs John L. Bruce and/or Marilyn Bruce". Further, the Plaintiff's Interrogatory answers stated that:

"Defendant Alliance Biomedical Research, LLC has knowledge that Greenville Pharmaceutical Research, Inc. is a South Carolina corporation, duly registered with the Secretary of State. Defendant Alliance Biomedical Research, LLC is a South Carolina limited liability company, duly registered with the Secretary of State. Neither entity has any ownership interest in the other. Defendant Greenville Pharmaceutical Research, Inc. provides no services to Defendant Alliance Biomedical Research, LLC. Defendant Alliance Biomedical Research, LLC provides no training or administrative management services to Defendant Greenville Pharmaceutical Research, Inc. Defendant Alliance Biomedical Research, LLC does provide legal services to Defendant Greenville Pharmaceutical Research, Inc."

"Defendant Alliance Biomedical Research, LLC has no knowledge of John L. Bruce and thus no physician/patient relationship, no business relationship, nor any relationship, in any form or fashion, existed between the Plaintiff John L. Bruce and Defendant Alliance Biomedical Research, LLC."

The continuation of the underlying lawsuit against Plaintiff was done for ulterior purposes to pressure GPR with Parham repeatedly being advised of the deficiencies of the Bruce litigation in that the Plaintiff had no ownership interest in GPR nor relationship with his clients. Due to the Plaintiff's inclusion in the Bruce litigation, it was involved in no less than ten (10) depositions, resulting in time, effort, and costs, including travel costs to and from Florida. On April 16, 2012, Parham further set out his scheme by sending a letter to counsel "to give [them] a heads up" he may be filing a Motion to Amend the Complaint to include a study sponsor and important business partner with GPR. Glaxo-Smith Kline ("GSK"). (Exhibit B) The letter was an attempt to extort settlement monies by threat to include another innocent third party business partner of GPR and in an effort to coerce Plaintiff to act upon Parham's behalf. Parham sent the letter with the full knowledge that John Bruce was never accepted as a volunteer for a GSK research study; that John Bruce "screen failed" and thus never participated in the GSK study at issue, never had any procedures performed and never took the GSK study medicine. Parham's letter was sent as a threat in order to extort monies from the Plaintiff and GPR by intentionally interfering with a business relationship between GPR and GSK, an innocent third party, in order to blackmail a settlement from GPR.

Parham instituted and/or continued the underlying judicial proceeding in instituting such proceeding and by a lack of probable cause, which resulted in injury and/or damage to the Plaintiff. Plaintiff has suffered damages, loss and harm,

including but not limited to their reputations, money, emotional tranquility, and privacy. Such damages, loss and harm were the proximate and legal result of the misuse of such legal proceedings aforementioned. Once Parham recognized that Plaintiff would not be extorted into a nuisance settlement or that his efforts would not affect the GPR case, he dismissed this Plaintiff from the lawsuit, turning his attention to different tactics to apply pressure to GPR and the owners of ABR. The Bruce litigation terminated in the favor of the Plaintiff on May 4, 2012, by a Stipulation of Dismissal with Prejudice. Parham brought suit against the Plaintiff in an effort to affect the litigation as it concerned GPR. The inclusion of Plaintiff in the underlying lawsuit was intended to apply pressure towards the owners of GPR because of the overlap of some individual owners between the two entities and affect the outcome of the claims against GPR.

At all times material, the lawsuit against Plaintiff was a sham and never intended to establish liability against ABR. Parham lacked probable cause in initiating the lawsuit and possessed a reckless indifference at the inception of the lawsuit by his failure in determining the association between the entities. Parham was informed prior to the filing of the underlying lawsuit, and was repeatedly put on notice, that the Plaintiff did not carry liability insurance. As such, the owners were fully and wholly responsible and liable to cover the litigation expenses, which Parham willingly used to cause an economic drain and thereby serving as economic coercion on the Plaintiff's owners to settle, regardless of liability.

Parham was driven by greed for his own monetary gain because of the contingency fee contract with his client. Filing suit against the Plaintiff was purely a scheme to include an innocent party in an effort to extract money for the benefit of his own personal gain by attempting to affect another Defendant. Plaintiff has suffered damages, loss and harm, including but not limited to their reputations, money, emotional tranquility, and privacy. That said damages, loss and harm was the proximate and legal result of the misuse of such legal process aforementioned

As previously alleged, the institution of the proceedings occurred by the filing of the lawsuit on October 20, 2011, which continued for no less than ten (10) depositions, numerous pleadings, and One Hundred Ninety-Seven (197) days. Given the lack of knowledge by the Bruce's, the litigation against ABR was purely at the insistence of Parham.

Such litigation terminated in favor of ABR as alleged above. Parham proceeded with malice in the institution and continuation of the litigation against ABR, as evidenced by:

Parham's lack of investigation;

Parham's callous disregard for the rights of ABR;

Parham's wrongful continuation of the litigation against ABR, in the face of insurmountable evidence of a lack of culpability; and,

Parham's unjust attempt to affect the litigation against GPR by the suit against Plaintiff and threats towards GSK.

From the inception, Parham was well aware that the litigation against ABR lacked probable cause and was merely a sham lawsuit. Parham instituted and/or continued the underlying judicial proceeding with malice in instituting such proceeding with a lack of probable cause which resulted in injury and/or damage to the Plaintiff. The Bruce litigation terminated in the favor of the Plaintiff on May 4, 2012, by a Stipulation of Dismissal with Prejudice. Plaintiff has suffered damages, loss and harm, including but not limited to their reputations, money, emotional tranquility, and privacy. That said damages, loss and harm was the proximate and legal result of the malicious prosecution aforementioned.

8. Specifically state each fact and identify each document upon which the Plaintiff relied to support its claim for damages in the Complaint. Do not make a general reference to the Complaint.

RESPONSE:

Plaintiff references its responses to Request for Production and the narrative in Interrogatory 7 herein.

9. For each person known to the Plaintiff or counsel to be a witness concerning the facts of the case, set forth either a summary sufficient to inform the other party of the important facts known to or observed by such witness, or provide a copy of any written or recorded statements taken from such witnesses.

RESPONSE:

See Plaintiff's response to Interrogatory #2 and depositions that have been produced pursuant to Defendant's Request for Documents.

10. Please state whether or not Plaintiff has ever been a party to any other civil action and, if so, please give the names of all parties, the date of such suit, and the Court in which each suit was brought.

RESPONSE:

None.

11. Set forth a list of all exhibits or other documents, which may be used in the trial of this case as exhibits, evidence, for demonstrative purpose, for impeachment or for cross-examination.

RESPONSE:

- A. All responsive documents, pleadings, depositions and attachments, court documents and orders, along with the entire case-file relating to the underlying litigation styled John L. Bruce and Marilyn Bruce v. Greenville Pharmaceutical Research, Inc. and Alliance Biomedical Group, has been provided to Legal Eagle, Inc. for copying.
 - B. Letter dated March 11, 2016 from J. Scott Keim, CPA and Chief Financial Officer for ABR, along with the supporting exhibits.
 - C. Financial records for ABR which will be obtained from Mr. Keim and provided to Defendants' counsel by Friday, March 25, 2016.
 - D. Financial records for Duluth Biomedical Research, LLC which will be obtained from Mr. Keim and provided to Defendants' counsel by Friday, March 25, 2016.
 - E. Financial records for Hendersonville Pharmaceutical Research, LLC which will be obtained from Mr. Keim and provided to Defendants' counsel by Friday, March 25, 2016.
12. Describe, by name and citation or other generally recognized identification, decisions, statutes, ordinances, acts, codes, regulations, legal principles, standards, and customs or usages, which you contend are specifically applicable to this action.

RESPONSE:

Plaintiff's Complaint adequately alleges the causes of action as held by this Court's Order dated October 15, 2014, signed by the Honorable Steven H. John.

13. Identify all owners, investors, members, managers, officers, directors, and employees of Plaintiff and describe each identified person's job description within the Plaintiff.

RESPONSE:

- A. F. Milton Mann, Jr., Esquire – Corporate Counsel

- B. Holly Mann, J.D. – Law Clerk to F. Milton Mann, Jr.
- C. Lyn Costello – Operations Manager for Hendersonville Pharmaceutical Research, LLC
- D. Tammy Allison – Administrative Assistant & Regulatory Coordinator for Hendersonville Pharmaceutical Research, LLC
- E. Gregory J. Feldman, M.D. – Member
- F. Joseph A. Boscia, III, M.D. – Member
- G. Anna M. Buice, CCRC, CLR-C, CPT – Member
- H. Steve Clemons, MSN, FNP-BC, NP-C – Member
- I. Haley Williams, RRT, CCRC – Member
- J. J. Scott Keim, CPA and Chief Financial Officer for ABR

14. Identify all owners, investors, members, managers, officers, directors, and employees of Alliance that are also owners, investors, members, managers, officers, directors, and/or employees of Greenville Pharmaceutical Research, Inc. (hereinafter "GPR").

RESPONSE:

Gregory J. Feldman, M.D., Shareholder
 Joseph A. Boscia, III, M.D., Shareholder
 Anna M. Buice, Shareholder
 Steve Clemons, Shareholder

15. Describe in detail the relationship between Alliance and GPR.

RESPONSE:

ABR provides legal services for Greenville Pharmaceutical Research, Inc.

16. Describe in detail the relationship between Alliance and Glaxo-Smith Kline.

RESPONSE:

ABR owns pharmaceutical research entities, Duluth Biomedical Research, LLC, established in 2010, and Hendersonville Biomedical Research, LLC, established in 2012, which conduct GlaxoSmithKline studies.

17. Describe in detail the relationship between Alliance and the following entities:

- a. Alliance Biomedical Group International, LLC

RESPONSE:

Plaintiff provides legal services to Alliance Biomedical Group International, LLC.

- b. Alliance Biomedical Group USA, Inc.

RESPONSE:

Plaintiff provides legal services for Alliance Biomedical Group USA, Inc.

- c. Alliance Biomedical Research of Europe, LLC

RESPONSE:

Plaintiff provided legal services for Alliance Biomedical Research of Europe, LLC.

- 18. Identify all parent companies and affiliate companies of Plaintiff.

RESPONSE:

- A. Duluth Biomedical Research, LLC
- B. Duluth Medical Investors, LLC
- C. Hendersonville Pharmaceutical Research, LLC

- 19. Identify all companies or entities in which Plaintiff holds an ownership, or has owned an ownership interest since 2010.

RESPONSE:

- A. Duluth Biomedical Research, LLC
- B. Duluth Medical Investors, LLC
- C. Hendersonville Pharmaceutical Research, LLC

- 20. Identify all documents or other evidence that supports Plaintiff's allegation that the lawsuit styled John L. Bruce and Marilyn Bruce v. Greenville Pharmaceutical Research, Inc. and Alliance Biomedical Group, 2011-CP-23-125 (hereinafter the "Underlying Litigation") "was purely at the insistence of Parham," as is alleged in Paragraph 17 of the Amended Complaint.

RESPONSE:

Complaint and Wrongful Death & Survival Complaint in Waiting, John L. Bruce and

Marilyn Bruce v. Greenville Pharmaceutical Research, Inc. and Alliance Biomedical Group, Case No. 2011-CP-23-6967, filed October 20, 2011.

Deposition of John L. Bruce taken on April 16, 2012.

21. Explain precisely how "Parham was reminded, yet again, that he had included a party without any business relationship with his client," as is alleged in Paragraph 21 of the Complaint.

RESPONSE:

Plaintiff references the facts alleged by Plaintiff within its Complaint and Interrogatory 7 herein.

22. Explain precisely how "the continuation of the [U]nderlying [Litigation] against Plaintiff was done for ulterior purposes to pressure GPR," as is alleged in Paragraph 26 of the Amended Complaint. Do not simply refer to the Amended Complaint.

RESPONSE:

Plaintiff references the facts alleged by Plaintiff within its Complaint and its response to Interrogatory 7 herein.

23. Explain precisely how, as is alleged in Paragraph 43 of the Amended Complaint, "Parham was driven by greed for his own monetary gain because of the contingency fee contract with his client" in the Underlying Litigation and how Parham's motivations in the Underlying Litigation were different than his motivation in any other litigation in which he represented plaintiff.

RESPONSE:

Plaintiff has no knowledge if Parham has tried to extort money from innocent parties before or if he increased his income in other fee arrangements cases by including innocent parties.

24. Identify all actions that Plaintiff alleges Parham took in the Underlying Litigation that were outside of the scope of his professional relationship with and/or representation of his clients.

RESPONSE:

Knowingly including innocent party that his client had no knowledge of. Further,

Plaintiff references its response Interrogatory 7 herein.

25. State any independent duties Plaintiff alleges Parham owed to it and the source or basis of such a duty.

RESPONSE:

Required to investigate circumstances of the case before dragging an innocent party into the lawsuit. Further, Plaintiff references its response to Interrogatory 7 herein.

26. Identify all ulterior purposes which Plaintiff alleges Parham had in including Plaintiff in the Underlying Litigation.

RESPONSE:

To pressure owners of ABR to apply pressure to GPR to settle the Bruce lawsuit.

27. Identify all willful acts that Plaintiff alleges Parham took in the use of process that were not proper in the conduct of the Underlying Litigation.

RESPONSE:

The fact that Parham brought the litigation against Plaintiff and continued it after knowing Plaintiff had nothing to do with any allegations alleged in the Underlying lawsuit.

28. Identify precisely all evidence of malice Parham had in instituting and continuing the Underlying Litigation against Plaintiff.

RESPONSE:

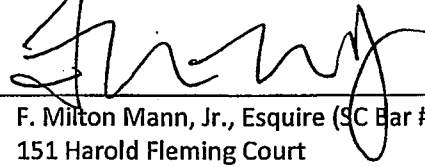
Plaintiff references the facts alleged by Plaintiff within its Complaint and its response to Interrogatory 7 herein.

F. MILTON MANN, JR.

Page 17 of 18

ATTORNEY FOR PLAINTIFF

By: _____



F. Milton Mann, Jr., Esquire (SC Bar #68250)
151 Harold Fleming Court
Spartanburg, South Carolina 29303
(864) 208-0359

March 17, 2016

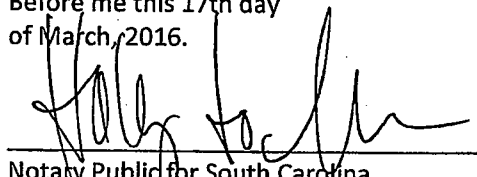
STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	THIRTEENTH JUDICIAL CIRCUIT
COUNTY OF PICKENS	)	
	)	
Alliance Biomedical Research, LLC,	)	
	)	
Plaintiff,	)	VERIFICATION
	)	
vs.	)	
	)	
Judith H. Parham, Personal Representative	)	
of the Estate of David Michael Parham,	)	C.A. No. 2014-CP-39-350
Deceased, and Parham & Smith, LLC.	)	
	)	
Defendant.	)	
_____	)	

PERSONALLY appeared before me, GREGORY J. FELDMAN, M.D., who, after first being duly sworn, says: that he is the Plaintiff in the foregoing action; that he has read the foregoing Plaintiff's Amended Responses to Defendants' Interrogatories; that the statements contained therein are true to the best of his knowledge.


 _____ (SEAL)
 Gregory J. Feldman, MD, Member
 Alliance Biomedical Research, LLC

SWORN TO AND SUBSCRIBED

Before me this 17th day
 of March, 2016.


 _____ (SEAL)
 Notary Public for South Carolina
 My commission expires: September 12, 2016

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	THIRTEENTH JUDICIAL CIRCUIT
COUNTY OF PICKENS	)	
	)	
Alliance Biomedical Research, LLC,	)	
	)	
Plaintiff,	)	PLAINTIFF'S RESPONSES TO
	)	DEFENDANTS' SECOND INTERROGATORIES
vs.	)	
	)	
Judith H. Parham, Personal Representative	)	
of the Estate of David Michael Parham,	)	C.A. No. 2014-CP-39-350
Deceased, and Parham & Smith, LLC.	)	
	)	
Defendant.	)	
_____	)	

TO: DEFENDANT JUDITH H. PARHAM, PERSONAL REPRESENTATIVE OF THE ESTATE OF DAVID MICHAEL PARHAM, DECEASED:

Pursuant to Rule 33 of the South Carolina Rules of Civil Procedure, Plaintiff Alliance Biomedical Research, LLC, (hereinafter ("ABR")) responds to Defendant's Interrogatories as follows:

I. RESERVATION OF RIGHTS

1. Responding to Interrogatories, Plaintiff, ABR, does not waive any objections which may be appropriate either to (a) use by Plaintiff, ABR, of any Answer to the Interrogatories for any purpose or (b) the materiality of any of the Interrogatories to any issue in this case.
2. Plaintiff, ABR, specifically reserves all rights to objections which may otherwise be available to it and further states that no response should be deemed as an admission of relevancy, materiality or admissibility into evidence of any particular interrogatory or the response thereto. Plaintiff, ABR, further reserves the right to alter or amend its answers to be more accurate if other information becomes available to it at a subsequent time.
3. The answers herein are subject to the rights of Plaintiff, ABR to object and not be bound at any time to a demand for further response to these or other interrogatories or other discovery procedures.

II. GENERAL OBJECTION

1. Plaintiff, ABR, objects to responding to any Interrogatory that seeks information which constitute confidential attorney-client communications or which falls within the scope of the attorney-work-product doctrine.
2. Plaintiff, ABR, objects to responding to any Interrogatory that exceeds the scope and limits of discovery set forth in Rule 33 and 34 of the South Carolina Rules of Civil Procedures.

III. ANSWERS TO INTERROGATORIES

1. Identify all evidence that Plaintiff will use to prove that Defendants acted without the authority of John L. Bruce in regards to the lawsuit styled John L. Bruce and Marilyn Bruce v. Greenville Pharmaceutical Research, Inc. and Alliance Biomedical Group, 2011-CP-23-125 (hereinafter the "Underlying Litigation").

RESPONSE:

Notice of Intent to File Suit, John L. Bruce and Marilyn Bruce v. Greenville Pharmaceutical Research, Inc. and Alliance Biomedical Group, Case No. 2011-CP-23-4661, filed July 13, 2011.

Complaint and Wrongful Death & Survival Complaint in Waiting, John L. Bruce and Marilyn Bruce v. Greenville Pharmaceutical Research, Inc. and Alliance Biomedical Group, Case No. 2011-CP-23-6967, filed October 20, 2011.

Plaintiffs' Responses to Defendant Alliance Biomedical Group's First Request for Admission, John L. Bruce and Marilyn Bruce v. Greenville Pharmaceutical Research, Inc. and Alliance Biomedical Group, Case No. 2011-CP-23-6967, dated January 3, 2012.

Stipulation of Dismissal of Defendant Alliance Biomedical Group with Prejudice, John L. Bruce and Marilyn Bruce v. Greenville Pharmaceutical Research, Inc. and Alliance Biomedical Group, Case No. 2011-CP-23-6967, filed May 14, 2012.

Deposition of John L. Bruce taken on April 16, 2012 taken pursuant to the underlying lawsuit styled John L. Bruce and Marilyn Bruce v. Greenville Pharmaceutical Research, Inc. and Alliance Biomedical Group.

Deposition of Gregory J. Feldman, M.D. taken on March 12, 2012 taken pursuant to the underlying lawsuit styled John L. Bruce and Marilyn Bruce v. Greenville Pharmaceutical Research, Inc. and Alliance Biomedical Group.

Depositions of Gerald H. Sokol, M.D. taken on February 24, 2012 and June 1, 2012 taken pursuant to the underlying lawsuit styled John L. Bruce and Marilyn Bruce v. Greenville Pharmaceutical Research, Inc. and Alliance Biomedical Group.

2. Identify all evidence that Plaintiff will use to prove that Defendants acted without the authority of Marilyn Bruce in regards to the Underlying Litigation.

RESPONSE:

Notice of Intent to File Suit, John L. Bruce and Marilyn Bruce v. Greenville Pharmaceutical Research, Inc. and Alliance Biomedical Group, Case No. 2011-CP-23-4661, filed July 13, 2011.

Complaint and Wrongful Death & Survival Complaint in Waiting, John L. Bruce and Marilyn Bruce v. Greenville Pharmaceutical Research, Inc. and Alliance Biomedical Group, Case No. 2011-CP-23-6967, filed October 20, 2011.

Plaintiffs' Responses to Defendant Alliance Biomedical Group's First Request for Admission, John L. Bruce and Marilyn Bruce v. Greenville Pharmaceutical Research, Inc. and Alliance Biomedical Group, Case No. 2011-CP-23-6967, dated January 3, 2012.

Stipulation of Dismissal of Defendant Alliance Biomedical Group with Prejudice, John L. Bruce and Marilyn Bruce v. Greenville Pharmaceutical Research, Inc. and Alliance Biomedical Group, Case No. 2011-CP-23-6967, filed May 14, 2012.

Deposition of John L. Bruce taken on April 16, 2012 taken pursuant to the underlying lawsuit styled John L. Bruce and Marilyn Bruce v. Greenville Pharmaceutical Research, Inc. and Alliance Biomedical Group.

Deposition of Gregory J. Feldman, M.D. taken on March 12, 2012 taken pursuant to the underlying lawsuit styled John L. Bruce and Marilyn Bruce v. Greenville Pharmaceutical Research, Inc. and Alliance Biomedical Group.

Depositions of Gerald H. Sokol, M.D. taken on February 24, 2012 and June 1, 2012 taken pursuant to the underlying lawsuit styled John L. Bruce and Marilyn Bruce v. Greenville Pharmaceutical Research, Inc. and Alliance Biomedical Group.

3. Identify all evidence that Plaintiff will use to prove that Defendants acted in a manner that was not on behalf of John L. Bruce in the Underlying Litigation.

RESPONSE:

Notice of Intent to File Suit, John L. Bruce and Marilyn Bruce v. Greenville Pharmaceutical Research, Inc. and Alliance Biomedical Group, Case No. 2011-CP-23-4661, filed July 13, 2011.

Complaint and Wrongful Death & Survival Complaint in Waiting, John L. Bruce and Marilyn Bruce v. Greenville Pharmaceutical Research, Inc. and Alliance Biomedical Group, Case No. 2011-CP-23-6967, filed October 20, 2011.

Plaintiffs' Responses to Defendant Alliance Biomedical Group's First Request for Admission, John L. Bruce and Marilyn Bruce v. Greenville Pharmaceutical Research, Inc. and Alliance Biomedical Group, Case No. 2011-CP-23-6967, dated January 3, 2012.

Stipulation of Dismissal of Defendant Alliance Biomedical Group with Prejudice, John L. Bruce and Marilyn Bruce v. Greenville Pharmaceutical Research, Inc. and Alliance Biomedical Group, Case No. 2011-CP-23-6967, filed May 14, 2012.

Deposition of John L. Bruce taken on April 16, 2012 taken pursuant to the underlying lawsuit styled John L. Bruce and Marilyn Bruce v. Greenville Pharmaceutical Research, Inc. and Alliance Biomedical Group.

Deposition of Gregory J. Feldman, M.D. taken on March 12, 2012 taken pursuant to the underlying lawsuit styled John L. Bruce and Marilyn Bruce v. Greenville Pharmaceutical Research, Inc. and Alliance Biomedical Group.

Depositions of Gerald H. Sokol, M.D. taken on February 24, 2012 and June 1, 2012 taken pursuant to the underlying lawsuit styled John L. Bruce and Marilyn Bruce v. Greenville Pharmaceutical Research, Inc. and Alliance Biomedical Group.

4. Identify all evidence that Plaintiff will use to prove that Defendants acted in a manner that was not with the knowledge of John L. Bruce in the Underlying Litigation.

RESPONSE:

Deposition of John L. Bruce taken on April 16, 2012 taken pursuant to the underlying lawsuit styled John L. Bruce and Marilyn Bruce v. Greenville Pharmaceutical

Research, Inc. and Alliance Biomedical Group.

5. Identify all evidence that Plaintiff will use to prove that Defendants acted in a manner that was not on behalf of Marilyn Bruce in the Underlying Litigation.

RESPONSE:

Deposition of John L. Bruce taken on April 16, 2012 taken pursuant to the underlying lawsuit styled John L. Bruce and Marilyn Bruce v. Greenville Pharmaceutical Research, Inc. and Alliance Biomedical Group.

6. Identify all evidence that Plaintiff will use to prove that Defendants acted in a manner that was not with the knowledge of Marilyn Bruce in the Underlying Litigation.

RESPONSE:

Deposition of John L. Bruce taken on April 16, 2012 taken pursuant to the underlying lawsuit styled John L. Bruce and Marilyn Bruce v. Greenville Pharmaceutical Research, Inc. and Alliance Biomedical Group.

7. Identify all evidence that Plaintiff will use to prove that Defendants acted outside of their role as John L. Bruce's and Marilyn Bruce's attorney with regards to the Underlying Litigation.

RESPONSE:

Notice of Intent to File Suit, John L. Bruce and Marilyn Bruce v. Greenville Pharmaceutical Research, Inc. and Alliance Biomedical Group, Case No. 2011-CP-23-4661, filed July 13, 2011.

Complaint and Wrongful Death & Survival Complaint in Waiting, John L. Bruce and Marilyn Bruce v. Greenville Pharmaceutical Research, Inc. and Alliance Biomedical Group, Case No. 2011-CP-23-6967, filed October 20, 2011.

Plaintiffs' Responses to Defendant Alliance Biomedical Group's First Request for Admission, John L. Bruce and Marilyn Bruce v. Greenville Pharmaceutical Research, Inc. and Alliance Biomedical Group, Case No. 2011-CP-23-6967, dated January 3, 2012.

Stipulation of Dismissal of Defendant Alliance Biomedical Group with Prejudice, John L. Bruce and Marilyn Bruce v. Greenville Pharmaceutical Research, Inc. and

Alliance Biomedical Group, Case No. 2011-CP-23-6967, filed May 14, 2012.

Deposition of John L. Bruce taken on April 16, 2012 taken pursuant to the underlying lawsuit styled John L. Bruce and Marilyn Bruce v. Greenville Pharmaceutical Research, Inc. and Alliance Biomedical Group.

Deposition of Gregory J. Feldman, M.D. taken on March 12, 2012 taken pursuant to the underlying lawsuit styled John L. Bruce and Marilyn Bruce v. Greenville Pharmaceutical Research, Inc. and Alliance Biomedical Group.

Depositions of Gerald H. Sokol, M.D. taken on February 24, 2012 and June 1, 2012 taken pursuant to the underlying lawsuit styled John L. Bruce and Marilyn Bruce v. Greenville Pharmaceutical Research, Inc. and Alliance Biomedical Group.

8. Identify all evidence that Plaintiff will use to prove that Defendants had a personal interest, aside from earning attorney fees, in the Underlying Litigation.

RESPONSE:

Notice of Intent to File Suit, John L. Bruce and Marilyn Bruce v. Greenville Pharmaceutical Research, Inc. and Alliance Biomedical Group, Case No. 2011-CP-23-4661, filed July 13, 2011.

Complaint and Wrongful Death & Survival Complaint in Waiting, John L. Bruce and Marilyn Bruce v. Greenville Pharmaceutical Research, Inc. and Alliance Biomedical Group, Case No. 2011-CP-23-6967, filed October 20, 2011.

Plaintiffs' Responses to Defendant Alliance Biomedical Group's First Request for Admission, John L. Bruce and Marilyn Bruce v. Greenville Pharmaceutical Research, Inc. and Alliance Biomedical Group, Case No. 2011-CP-23-6967, dated January 3, 2012.

Stipulation of Dismissal of Defendant Alliance Biomedical Group with Prejudice, John L. Bruce and Marilyn Bruce v. Greenville Pharmaceutical Research, Inc. and Alliance Biomedical Group, Case No. 2011-CP-23-6967, filed May 14, 2012.

Deposition of John L. Bruce taken on April 16, 2012 taken pursuant to the underlying lawsuit styled John L. Bruce and Marilyn Bruce v. Greenville Pharmaceutical Research, Inc. and Alliance Biomedical Group.

Deposition of Gregory J. Feldman, M.D. taken on March 12, 2012 taken pursuant to the underlying lawsuit styled John L. Bruce and Marilyn Bruce v. Greenville Pharmaceutical Research, Inc. and Alliance Biomedical Group.

Depositions of Gerald H. Sokol, M.D. taken on February 24, 2012 and June 1, 2012 taken pursuant to the underlying lawsuit styled John L. Bruce and Marilyn Bruce v. Greenville Pharmaceutical Research, Inc. and Alliance Biomedical Group.

9. Identify all evidence that Plaintiff will use to prove that Defendants acted in any way with regards to the Underlying Litigation, aside from for the primary purpose of aiding their clients in the Underlying Litigation.

RESPONSE:

Notice of Intent to File Suit, John L. Bruce and Marilyn Bruce v. Greenville Pharmaceutical Research, Inc. and Alliance Biomedical Group, Case No. 2011-CP-23-4661, filed July 13, 2011.

Complaint and Wrongful Death & Survival Complaint in Waiting, John L. Bruce and Marilyn Bruce v. Greenville Pharmaceutical Research, Inc. and Alliance Biomedical Group, Case No. 2011-CP-23-6967, filed October 20, 2011.

Plaintiffs' Responses to Defendant Alliance Biomedical Group's First Request for Admission, John L. Bruce and Marilyn Bruce v. Greenville Pharmaceutical Research, Inc. and Alliance Biomedical Group, Case No. 2011-CP-23-6967, dated January 3, 2012.

Stipulation of Dismissal of Defendant Alliance Biomedical Group with Prejudice, John L. Bruce and Marilyn Bruce v. Greenville Pharmaceutical Research, Inc. and Alliance Biomedical Group, Case No. 2011-CP-23-6967, filed May 14, 2012.

Deposition of John L. Bruce taken on April 16, 2012 taken pursuant to the underlying lawsuit styled John L. Bruce and Marilyn Bruce v. Greenville Pharmaceutical Research, Inc. and Alliance Biomedical Group.

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Depositions of Gerald H. Sokol, M.D. taken on February 24, 2012 and June 1, 2012 taken pursuant to the underlying lawsuit styled John L. Bruce and Marilyn Bruce v. Greenville Pharmaceutical Research, Inc. and Alliance Biomedical Group.

10. Identify all evidence that Plaintiff will use to prove that Defendants included Plaintiff as a Defendant in the Underlying Litigation without performing any investigation as to whether the Plaintiff should have been so included.

RESPONSE:

Notice of Intent to File Suit, John L. Bruce and Marilyn Bruce v. Greenville Pharmaceutical Research, Inc. and Alliance Biomedical Group, Case No. 2011-CP-23-4661, filed July 13, 2011.

Complaint and Wrongful Death & Survival Complaint in Waiting, John L. Bruce and Marilyn Bruce v. Greenville Pharmaceutical Research, Inc. and Alliance Biomedical Group, Case No. 2011-CP-23-6967, filed October 20, 2011.

Plaintiffs' Responses to Defendant Alliance Biomedical Group's First Request for Admission, John L. Bruce and Marilyn Bruce v. Greenville Pharmaceutical Research, Inc. and Alliance Biomedical Group, Case No. 2011-CP-23-6967, dated January 3, 2012.

Stipulation of Dismissal of Defendant Alliance Biomedical Group with Prejudice, John L. Bruce and Marilyn Bruce v. Greenville Pharmaceutical Research, Inc. and Alliance Biomedical Group, Case No. 2011-CP-23-6967, filed May 14, 2012.

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Depositions of Gerald H. Sokol, M.D. taken on February 24, 2012 and June 1, 2012 taken pursuant to the underlying lawsuit styled John L. Bruce and Marilyn Bruce v. Greenville Pharmaceutical Research, Inc. and Alliance Biomedical Group.

11. Itemize the exact amount of legal fees, expenses, and costs Plaintiff incurred defending itself in the Underlying Litigation.

RESPONSE:

Travel Costs - \$1,098.24

Deposition Costs - \$2,855.95

12. If your response to any of the Requests for Admission, which are being served contemporaneously herewith, is anything but an unconditional admission, state the basis for your failure to admit.

RESPONSE:

Client, John L. Bruce, testified as to having no knowledge of Alliance Biomedical Research, LLC.

F. MILTON MANN, JR.
ATTORNEY FOR PLAINTIFF

By: _____

F. Milton Mann, Jr., Esquire (SC Bar #68250)
151 Harold Fleming Court
Spartanburg, South Carolina 29303
(864) 208-0359

March 17, 2016

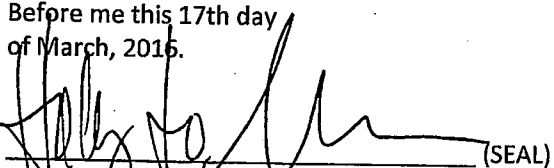
STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	THIRTEENTH JUDICIAL CIRCUIT
COUNTY OF PICKENS	)	
	)	
Alliance Biomedical Research, LLC,	)	
	)	
Plaintiff,	)	VERIFICATION
	)	
vs.	)	
	)	
Judith H. Parham, Personal Representative	)	
of the Estate of David Michael Parham,	)	C.A. No. 2014-CP-39-350
Deceased, and Parham & Smith, LLC.	)	
	)	
Defendant.	)	

PERSONALLY appeared before me, GREGORY J. FELDMAN, M.D., who, after first being duly sworn, says: that he is the Plaintiff in the foregoing action; that he has read the foregoing Plaintiff's Responses to Defendants' Second Interrogatories; that the statements contained therein are true to the best of his knowledge.


 _____ (SEAL)
 Gregory J. Feldman, MD, Member
 Alliance Biomedical Research, LLC

SWORN TO AND SUBSCRIBED

Before me this 17th day
 of March, 2016.


 _____ (SEAL)
 Notary Public for South Carolina
 My commission expires: September 12, 2016

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	THIRTEENTH JUDICIAL CIRCUIT
COUNTY OF PICKENS	)	
	)	
Alliance Biomedical Research, LLC,	)	
	)	
Plaintiff,	)	PLAINTIFF'S RESPONSES TO DEFENDANTS'
	)	SECOND REQUEST FOR PRODUCTION OF
vs.	)	DOCUMENTS
	)	
Judith H. Parham, Personal Representative	)	
of the Estate of David Michael Parham,	)	C.A. No. 2014-CP-39-350
Deceased, and Parham & Smith, LLC.	)	
	)	
Defendant.	)	
	)	

TO: JEFFREY M. BOGDAN, ESQUIRE, Attorney for Defendants:

Plaintiff hereby responds to Defendants' Second Request for Production of Documents as follows:

I. RESERVATION OF RIGHTS

1. Responding to the Request for Production of Documents, Plaintiff does not waive any objections which may be appropriate either to (a) use by Plaintiff of any document produced for any purpose or (b) the materiality of any of the Request for Production of Documents to any such issue in the case.
2. Plaintiff specifically reserves all rights to objections which may otherwise be available to it and further states that no response should be deemed which may otherwise be available to it and further states that no response should be deemed as an admission of relevancy, materiality or admissibility into evidence of any particular request of the response thereto. Plaintiff further reserves the right to alter or amend its answers to be more accurate if other information becomes available to it at a subsequent time.
3. The answers herein are subject to the rights of the Plaintiff to object and not be bound at any time to a demand for a further purpose to these or other requests or other discovery procedures.

II. GENERAL OBJECTIONS

1. Plaintiff objects to said Requests to Produce to the extent they seek documents or other tangible things prepared in anticipation of litigation or trial by or for Plaintiff or Plaintiff's representatives.
2. Plaintiff objects to said Requests to Produce to the extent they seek information covered by an attorney-client privilege or other privilege as provided by law.
3. Plaintiff object to said Request to Produce to the extent they seek disclosure of mental impressions, conclusions, opinions, and legal theories of the Plaintiff or Plaintiff's attorneys or representatives concerning this litigation.

Subject to the foregoing objections, which are hereby incorporated into each and every response below, Plaintiff hereby responds to the first Requests to Produce as follows:

III. ANSWERS TO REQUESTS FOR PRODUCTION

1. Produce all evidence that Plaintiff will use to prove that Defendants acted without the authority of John L. Bruce in regards to the lawsuit styled John L. Bruce and Marilyn Bruce v. Greenville Pharmaceutical Research, Inc. and Alliance Biomedical Group, 2011-CP-23-125 (hereinafter the "Underlying Litigation").

RESPONSE:

All responsive documents, emails, including the entire case-file relating to the underlying litigation, has been provided to Legal Eagle, Inc. for copying.

2. Produce all evidence that Plaintiff will use to prove that Defendants acted without the authority of Marilyn Bruce in regards to the Underlying Litigation.

RESPONSE:

All responsive documents, emails, including the entire case-file relating to the underlying litigation, has been provided to Legal Eagle, Inc. for copying.

3. Produce all the evidence that Plaintiff will use to prove that Defendants acted in a manner that was not on behalf of and with the knowledge of John L. Bruce in the Underlying Litigation.

RESPONSE:

All responsive documents, emails, including the entire case-file relating to the underlying litigation, has been provided to Legal Eagle, Inc. for copying.

4. Produce all evidence that Plaintiff will use to prove that Defendants acted in a manner that was not on behalf of and with the knowledge of Marilyn Bruce in the Underlying litigation.

RESPONSE:

All responsive documents, emails, including the entire case-file relating to the underlying litigation, has been provided to Legal Eagle, Inc. for copying.

5. Produce all evidence that Plaintiff will use to prove that Defendants acted outside of their role as John L. Bruce's and Marilyn Bruce's attorney with regards to the Underlying Litigation.

RESPONSE:

All responsive documents, emails, including the entire case-file relating to the underlying litigation, has been provided to Legal Eagle, Inc. for copying.

6. Produce all evidence that Plaintiff will use to prove that Defendants had a personal interest, aside from earning attorney fees, in the Underlying Litigation.

RESPONSE:

All responsive documents, emails, including the entire case-file relating to the underlying litigation, has been provided to Legal Eagle, Inc. for copying.

7. Produce all evidence that Plaintiff will use to prove that Defendants acted in any way with regards to the Underlying Litigation, aside from for the primary purpose of

aiding their clients in the Underlying Litigation.

RESPONSE:

All responsive documents, emails, including the entire case-file relating to the underlying litigation, has been provided to Legal Eagle, Inc. for copying.

8. Produce all evidence that Plaintiff will use to prove that Defendants included Plaintiff as a Defendant in the Underlying Litigation without performing any investigation as to whether the Plaintiff should have been so included.

RESPONSE:

All responsive documents, emails, including the entire case-file relating to the underlying litigation, has been provided to Legal Eagle, Inc. for copying.

9. Produce all documents evidencing the amount of legal fees, expenses, and costs Plaintiff incurred defending itself in the Underlying Litigation, including but not limited to time sheets, invoices, check stubs, receipts, payroll records, etc.

RESPONSE:

Deposition and travel invoices totaling \$3,954.19 attached hereto.

10. Produce minutes of all of the Plaintiff's board meetings wherein any matter related to the defense of the Underlying Litigation was discussed.

RESPONSE:

All responsive documents, emails, including the entire case-file relating to the underlying litigation, has been provided to Legal Eagle, Inc. for copying.

11. Produce all correspondence, including, but not limited to, emails letters, notes, facsimiles, text messages, voice messages, recorded conversations, etc., between any member of Plaintiff and Ashby Davis related to the Underlying Litigation.

RESPONSE:

All responsive documents, emails, including the entire case-file relating to the underlying litigation, has been provided to Legal Eagle, Inc. for copying.

12. Produce all correspondence (either directly or by carbon copy), including, but not

limited to, emails, letters, notes, facsimiles, text messages, voice messages, recorded conversations, etc., between the members of Plaintiff related to the Underlying Litigation.

RESPONSE:

All responsive documents, emails, including the entire case-file relating to the underlying litigation, has been provided to Legal Eagle, Inc. for copying.

13. Produce all evidence that Plaintiff will use to prove that Plaintiff was only included as a Defendant in the Underlying Litigation as a means to gain leverage against other Defendants in the Underlying Litigation.

RESPONSE:

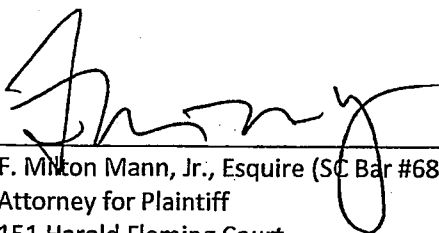
All responsive documents, emails, including the entire case-file relating to the underlying litigation, has been provided to Legal Eagle, Inc. for copying.

14. Produce all documents evidencing the amount of legal fees, expenses, and costs Greenville Pharmaceutical Research paid to Plaintiff for legal services related to the Underlying Litigation, including, but not limited to, timesheets, invoices, check stubs, receipts, payroll records, etc.

RESPONSE:

All responsive documents, emails, including the entire case-file relating to the underlying litigation, has been provided to Legal Eagle, Inc. for copying.

By: _____


F. Milton Mann, Jr., Esquire (SC Bar #68250)
Attorney for Plaintiff
151 Harold Fleming Court
Spartanburg, South Carolina 29303
(864) 208-0359

March 17, 2016

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	THIRTEENTH JUDICIAL CIRCUIT
COUNTY OF PICKENS	)	
	)	
Alliance Biomedical Research, LLC,	)	
	)	
Plaintiff,	)	VERIFICATION
	)	
vs.	)	
	)	
Judith H. Parham, Personal Representative	)	
of the Estate of David Michael Parham,	)	C.A. No. 2014-CP-39-350
Deceased, and Parham & Smith, LLC.	)	
	)	
Defendant.	)	

PERSONALLY appeared before me, GREGORY J. FELDMAN; M.D., who, after first being duly sworn, says: that he is the Plaintiff in the foregoing action; that he has read the foregoing Plaintiff's Responses to Defendants' Second Request for Production of Documents; that the statements contained therein are true to the best of his knowledge.

 (SEAL)
 Gregory J. Feldman, MD, Member
 Alliance Biomedical Research, LLC

SWORN TO AND SUBSCRIBED

Before me this 17th day
 of March, 2016.

 (SEAL)
 Notary Public for South Carolina
 My commission expires: September 12, 2016

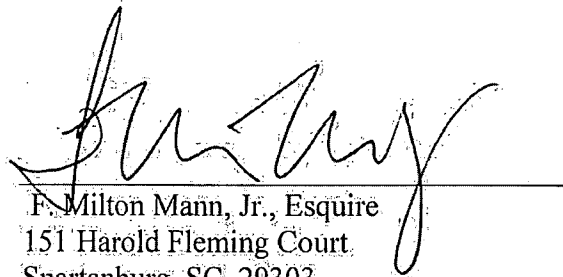
**Pages were removed per
Order of the Court**

689 - 1971

CERTIFICATE OF COUNSEL

The undersigned hereby certifies that the Record on Appeal contains all material proposed to be included by any of the parties and not any other material.

December 28, 2016



F. Milton Mann, Jr., Esquire
151 Harold Fleming Court
Spartanburg, SC 29303
(864) 680-5079
Attorney for Appellant

RECEIVED
MAR 07 2017
SC Court of Appeals